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ADDENDUM-1

No. 10897 / TSM, Bhubaneswar, Dated 06.09.2025
TCT-TSP-MISC-0075-2025

With reference to the RFP No. 9833, Dated 11.08.2025 of this Department for selection of an agency for Redesign, Redevelopment, Augmentation and Operation & Maintenance of Odisha Tourism website, mobile app and book Odisha portal & app for the Department of Tourism following Clause/ Sub-Clauses are inserted the original RFP document.

(A) Following sub-clause III is inserted after sub-clause II under Clause **12. Penalty** of the RFP.

III. The following Service Level Agreement (SLA)-based penalties shall apply during the contract period:

a. Uptime Commitment

- **Minimum Uptime Requirement:** 98% per calendar month (excluding approved maintenance windows).
- **Penalty for Downtime:**
 - <98% but ≥95%: **2% of quarterly payment** deducted.
 - <95% but ≥90%: **5% of quarterly payment** deducted.
 - <90%: **10% of quarterly payment** deducted

b. Incident Management Penalties

Severity	Resolution Timeline	Penalty for Delay
Critical (system outage, booking/payment failure)	4 hrs	₹10,000 per additional hour, capped at 5% of quarterly payment
High (major module/API failures)	12 hrs	₹5,000 per additional hour, capped at 3% of quarterly payment
Medium (UI bugs, non-critical modules)	48 hrs	1% of quarterly payment for every additional day
Low (cosmetic/minor issues)	5 working days	Warning for first instance, thereafter 0.5% of quarterly payment per instance

c. Security & Compliance Penalties

- **Failure to perform yearly security audit (VAPT):** 2% of quarterly payment.
- **Failure to apply monthly patches / DDoS protection:** 1% of quarterly payment per missed instance.
- **Data breach due to agency negligence:** Recovery of actual damages (as assessed by DoT) + right to terminate

d. Deliverables & Timelines

- **Delay in Website Go-Live or Mobile App Beta Release (T+90 days):**
 - 1% of total Website Redevelopment & Mobile App Augmentation or Redevelopment per week of delay, capped at 10%.
- **Delay in Quarterly Progress Reports / MIS Reports:**
 - 0.5% of quarterly payment per delayed submission beyond 7 working days.

e. Repeated SLA Violations

- Three (3) consecutive quarters of SLA non-compliance (uptime <95% or repeated major resolution delays) will be considered “**deficiency of service**” under RFP Clause 11 & 12, triggering:
 - **Forfeiture of Performance Security** and/or
 - **Contract termination and blacklisting.**

(B) The following clause-27 is inserted after the clause-26 Performance Security and Agreement.

27. Limitation of Liability

Notwithstanding anything to the contrary contained in this or any other contract between the Parties, neither Party shall, in any event, be liable for:

(i) any indirect, special, punitive, exemplary, speculative, or consequential damages, including but not limited to loss of use, loss of data, business interruption, or loss of income or profits, irrespective of whether such Party had prior notice of the possibility of such damages; or

(ii) any damage relating to a claim that arose more than one (1) year before the institution of adversarial proceedings in respect thereof.

If the Parties wish to limit or partially exclude the agency's liability to the Client, it should be noted that, to be acceptable to the Employer, any limitation of the Consultant's liability shall, at the very least, be reasonably related to:

- (a) the damages that the agency might potentially cause to the Client; and
- (b) the agency's ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The agency's liability shall not be limited to less than the total payments due to the agency under this Contract, including remuneration, reimbursable expenses, overhead charges, and service charges.

A statement to the effect that the agency is liable only for the re-performance of faulty services shall not be acceptable to the Client. Further, the agency's liability shall never be limited in cases of gross negligence or willful misconduct by the agency.

T. Jagadeesh
6/2/25

Deputy Secretary to Govt.