

### Directorate of Tourism (DOT) Government of Maharashtra

Request for Proposal (RFP) for

### Appointment of an Agency for providing Public Relations and Media Coordination support to Maharashtra Tourism

20.10.2020

Directorate of Tourism, Government of Maharashtra Apeejay House, 4th Floor, 3 DinshawVachha Road, Near K.C College, Churchgate, Mumbai-400 020.

Tel No: (022) 68180965/45/47

Website: www.maharashtratourism.gov.in

#### 1

#### **E-TENDERNOTICE**

INVITATION OF TENDER FOR SELECTION OF A PUBLIC RELATIONS AGENCY FOR THE EFFECTIVE PUBLIC RELATIONS AND MEDIA COORDINATION AS A PART OF ITS PROMOTION AND PUBLICITY ACTIVITIES FOR THE DEPARTMENT OF TOURISM, GOVERNMENT OF MAHARASHTRA.

The Directorate of Tourism, Government of Maharashtra intends to appoint a Public Relations Agency for providing support to Maharashtra Tourism in its Marketing, promotion, publicity and outreach efforts and initiatives.

Through this RFP, DOT intends to select an agency by following competitive bidding process to design, develop, implement and operate a robust, proactive and responsive public relations campaign, media and stakeholder outreach for Directorate of Tourism, Government of Maharashtra.

Interested Agencies may contact on any working day between 10:30 to 16:00 Hrs. at the above address. Bid Documents can be downloaded online from 20.10.2020 For detailed tender notice and to download bid document please visit Website given below.

#### http://mahatenders.gov.in

The last date for submitting of Bid form duly filled: 09/11/2020 till 13:00 Hrs. The Department reserves the right to accept/reject any offer, without assigning any reason whatsoever.

- 1. Name: Appointment of a Public Relations Agency for providing support to Maharashtra Tourism
- 2. EMD: Rs. 1,00,000/-
- 3. Online Tender Fee: Rs. 10,000/-

Director

Directorate of Tourism,

Government of Maharashtra

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#### **DISCLAIMER**

- 1. While this Request for Proposal document ("RFP") has been prepared in good faith, neither the DOT nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of Information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
- 2. This document is not transferable, and this RFP does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project. Each Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources
- Though adequate care has been taken while preparing this Bid Document, the Bidder shall satisfy
  himself that the document is complete in all respects. Intimation of any discrepancy shall be given to
  this office immediately.
- 4. The DOT may modify, amend, reject or supplement this RFP document in accordance with norms and procedures and as per the requirement of the project. The DOT reserves the right to waive any irregularity in the proposal (RFP) and the DOT makes it clear that the RFP is not an offer/ Agreement.
- 5. Neither the DOT nor its employees shall be liable to any Bidder or any other person under any law including the law of Agreement, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with this RFP document, or any matter that may be deemed to form part of this RFP document, or the award of the Agreement, or any other information supplied by the DOT or their employees or consultants or otherwise arising in any way from the selection process for the award of the Agreement for the Project.
- 6. The DOT is not bound to accept any or all the Proposals. The DOT reserves the right to reject any or all the Proposals without assigning any reasons. No Bidder shall have any cause for action or claim against the DOT or its officers, employees, successors or assignees for rejection of his bid. The RFP submitted by the bidder will be the property of the DOT.

#### **GLOSSARY**

Terms	Definitions
DOT	Directorate of Tourism, Government of Maharashtra
GoM	Government of Maharashtra
RFP	Request for Proposal
EMD	Earnest Money Deposit
SLA	Service Level Agreement
PBG	Performance Bank Guarantee
GCC	General Condition of Contract
NDA	Non-Disclosure Agreement
MTDC	Maharashtra Tourism Development Corporation
DD	Demand Draft

## Section: 1 Invitation for Proposal

#### 1. Invitation for Proposal

- DOT hereby invites Proposals from reputed, competent and professional Public Relations (PR)
  Agencies, who meet the Pre-qualification as specified in this bidding document for the "Appointment
  of an Agency for providing Public Relations and Media Coordination support to Maharashtra Tourism"
  as detailed in Section 2.25 of this RFP document.
- 2. The complete bidding document shall be published on https://mahatenders.gov.in for the for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ bidding document fee and EMD through e-Tendering Online Payment Gateway mode only.
- 3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class-II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 4. Bidders are also advised to refer "e-tendering tool kit for bidder" available at https://udd.maharashtra.etenders.in for further details about the e-tendering process.
- 5. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- Prospective bidders are advised to check the minimum qualification criteria before participating in the bidding process. This RFP document is not transferable and the name of the bidder who purchases and submits the same bid shall be unchanged.

#### 1.1. Key Events and Dates

The summary of various activities with regard to this invitation of bids are listed in the table below:-

Sr. No.	Particular	Details		
1.	Advertising Date	20.10.2020		
2.	Name of the project	RFP for "Appointment of an Agency for providing Public Relations and Media Coordination support to Maharashtra Tourism"		
3.	Project Period	Three Years starting from the Actual date given in the work order		
4.	Bid Procedure	Two Part (Technical & Financial), Open competitive bid		
5.	RFP Document Download Start Date & Time	From 20.10.2020 at 11:00 HRS (IST) to 09.11.2020 till 13:00 HRS		
6.	Website for downloading Tender Document,	https://mahatenders.gov.in		

Sr. No.	Particular	Details
	Corrigendum's, Addendums etc.	
7.	Last Date for submitting pre-bid queries as per the format given in section 5.6. Pre-bid queries to be submitted only over email to "publicity@maharashtratourism.gov.in"	27/10/2020 till 11.59 pm
8.	Last date (deadline) for Submission of bids	09.11.2020 till 13:00 HRS
9.	Date and time of opening of Technical bids	10.11.2020 after 15:00 HRS
10.	Date and time for opening of Commercial bids	Will be intimated later to the qualified bidders
11.	Declaration of Successful bidder and release of work order	To be informed later.
12.	Detail of the contact person and Address at which sealed bids are to be submitted	Office of The Director Directorate of Tourism Apeejay House, 4th Floor, 3 Dinshaw Vacha Road, Churchgate, Mumbai- 400020. Tel: 022-22044040 Fax: 022-22024521 E-mail: publicity@maharashtratourism.gov.in

#### 1.2. Other Important Information Related to Bid

Sr. No.	Item	Description
1.	Earnest Money Deposit (EMD) - Online	Rs. 1,00,000/- (Rupees One Lakh Only)
2.	RFP Document Fee to be paid via Online Payment Gateway mode only.	Rs. 10,000/- (Rupees Ten Thousand Only)
3.	Bid Validity Period	One twenty (120) days from the date of submission of the bids
4.	Last date for furnishing Performance Security to DOT (By successful bidder)	Within fourteen (14) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier or as intimated in the work order issued by DOT
5.	Performance Security value (Performance Bank Guarantee)	10% of contract value/ Bid value of successful bidder
6.	Performance Bank Guarantee (PBG) validity period	PBG should be valid till for 180 days from the end of contract
7.	Last date for signing contract	As intimated in work order of DOT

## Section: 2 Instructions to Bidders

#### 2. Instructions to Bidders (ITB)

#### 2.1. Introduction of Maharashtra Tourism

Maharashtra – Nation within a Nation is the third largest state in the country, both in terms of population and area. The state capital city of Mumbai, one of the largest and most vibrant cities in the world is also the financial and entertainment capital of the country.

Maharashtra is one of the few regions in the world which offers multiple types of destinations for its tourists. It has long coastline of 720 kilometres along the lush green Konkan region. The Western Ghats and the Sahyadri mountain range offer hill stations and water reservoirs with semi-evergreen and deciduous forests. And, the Vidarbha region of Maharashtra, with its dense forests, is home to several wildlife sanctuaries and nature parks.

The state is also blessed with a rich history, tradition and culture, which is evident through its world class ancient forts and monuments, ancient cave temples and pilgrimage centers. The state is the leader in the country with respect to foreign tourist arrivals (20.8%) into India and one of the leading states for domestic tourist visits (7.2%).

The primary mission of DOT is to achieve:

- Sector growth of 10% per annum and share of 15% in GSDP through tourism and tourism related activities.
- Create 1 million additional jobs in the tourism sector
- Develop an integrated 360-degree marketing plan
- Develop various niche tourism sectors for Maharashtra tourism
- Develop brand equity of the state through theme-based tourism
- Develop path breaking innovation leveraging Information Technology including mobile usage, digital content creation and sharing

In order to harness the potential of the state in tourism, the Directorate of Tourism proposes to undertake a focussed objective public relations outreach initiative as a means of escalating tourism awareness, attraction and experience delivery.

#### 2.2. Purpose of RFP

This RFP has been published to seek the participation of interested bidders who can provide an effective public relations and media coordination support to the Directorate of Tourism, Govt. of Maharashtra which includes the following objective of branding and promotion of tourism to develop Maharashtra as one of the most preferred tourist destinations and to place it prominently on the domestic & international tourism map.

Towards achieving the above objectives, the Directorate of Tourism intends to engage a professional PR Agency having in house capabilities and capacity to provide the services as per details given below.

#### 2.3. Cost of RFP (Tender Fee)

The qualified bidders are requested to deposit the tender fee through online payment gateway through e-tendering portal. Bidders are advised to make online payment at least 3 days prior to submission timeline to avoid any banking transfer delays. The receipt of the same shall be uploaded during the online submission of bid document. Tender fee is non-refundable.

#### 2.4. Transfer of RFP

The RFP Document is not transferable to any other bidder. The bidder who purchases the document and submits shall be the same.

#### 2.5. Consortium, Joint Ventures and Subcontracting

Consortium, Joint Ventures and Sub Contracting is not allowed.

#### 2.6. Completeness of Response

- Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 2. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

#### 2.7. Proposal Preparation Costs

- 3. The bidder shall submit the bid at its own cost and DOT shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over DOT and the DOT shall be at liberty to cancel any or all bids without giving any notice.
- 4. All materials submitted by the bidder shall be the absolute property of DOT and no copyright /patent etc. shall be entertained by DOT, GoM.

#### 2.8. Bidder Inquiries

Bidder shall E-Mail their queries at above mentioned E-Mail address as prescribed in the Section4.6. The response to the queries will be published on https://mahatenders.gov.in. No telephonic / queries will be entertained thereafter. This response of DOT shall become integral part of RFP document. DOT shall not make any warranty as to the accuracy and completeness of responses.

#### 2.9. Amendment of RFP Document

- 1. All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.
- The bidders are advised to visit the aforementioned websites / portal on regular basis to check for necessary updates. DOT also reserves the right to amend the dates mentioned in this RFP.

#### 2.10. Supplementary Information to the RFP

If DOT deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

#### 2.11. Directorate of Tourism's right to terminate the process

DOT may terminate the RFP process at any time and without assigning any reason. DOT reserves the right to amend/edit/add/delete any clause of this Bid Document. This will be informed to all and will become part of the bid /RFP and information for the same would be published on the e-Tendering portal.

#### 2.12. Earnest Money Deposit (EMD)

- 1. Bidders shall submit, EMD of Rs. 1,00,000 (Rupees One Lakh only) through Online e-Tendering Payment Gateway mode only.
- 2. Unsuccessful bidder's EMD will be returned within 90 days from the date of opening of the financial bid. The Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee for an amount equal to 10% of Total Contract Value in the format provided inAnnexure I Performance Bank Guarantee of the RFP.
- 3. No interest will be paid by DOT on the EMD amount and EMD will be refunded to the all Bidders (including the successful Bidder) without any accrued interest on it.
- 4. The Bid submitted without EMD, mentioned above, will be summarily rejected
- 5. The EMD may be forfeited:
  - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - b. In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
  - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
  - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then DOT shall reject the bid and, if necessary, and may initiate an action.

#### 2.13. Authentication of Bid

- 1. The original copy (hard copy) of the Bid Document shall be signed, stamped and submitted along with the bid. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
- 2. Registered Power of Attorney executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid. In the case of the Board resolution authorizing a person as the person responsible for the bid, the Board resolution shall be submitted. The person accountable for the bid shall remain the full-time employee of the bidder till the end of contract period.

#### 2.14. Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at DOT's discretion.

#### 2.15. Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and DOT is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. DOT shall give notice to the successful bidder of any such claim and recover it from the bidder if required. DOT will have the Intellectual Property rights of the work undertaken as a part of the engagement.

#### 2.16. Data/Documents Prepared by the Successful Bidder to be the Property of the DOT

All plans, deliverables, specifications, reports, other documents, patent and data shall be absolute property of DOT. The Successful Bidder shall not use this information anywhere, without taking permission, in writing, from the DOT and the DOT reserves right to grant or deny any such request.

#### 2.17. Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

#### 2.18. Submission of Bids

Complete bidding process will be online (e-Tendering) in two envelope system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
Envelope A: Pre-Qualification Proposal (Pre-Qualification Bid)	The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in Section4 of the RFP.  Each page of the Pre-Qualification Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Pre-Qualification Proposal should be submitted through online bid submission process only.
Envelope A: Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Section 5 this RFP Each page of the Technical Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Technical Proposal should be submitted through online bid submission process only.
Envelope B: Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Section6 of the RFP.  Each page of the Financial Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal should be submitted through online bid submission process only.

#### The following points shall be kept in mind for submission of bids:

- 1. DOT shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
- The Bidder is expected to price all the items and services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.
- 3. DOT may seek clarifications from the Bidder on the filter criteria. Any of the clarifications by the Bidder on the pre-qualification proposal should not have any commercial implications. The financial proposal submitted by the Bidder should be inclusive of all the items in the prequalification criteria and should incorporate all the clarifications provided by the Bidder on the pre-qualification proposal during the evaluation of the offer.
- 4. Financial Proposal shall not contain any technical information, and vice versa.
- 5. If any Bidder does not qualify the Pre-qualification stated in Section2.25 of this RFP, the technical and financial proposals of the Bidder shall not be opened in the e-Tendering system. Similarly, if the Bidder does not meet the pre-qualification criteria, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
- 6. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which DOT reserves the right to reject the proposal.
- 7. Proposals sent by fax/ post/ courier shall be rejected.

#### 2.19. Late Bids and Bid Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The validity of the proposals submitted before deadline shall be till 120 days from the date of submission of the proposal.

#### 2.20. Modification and Withdrawal of Proposals

No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the Proposal form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

#### 2.21. Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP
- b. If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of the DOT.

#### 2.22. Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

#### 2.23. Bid Opening

- 1. Total transparency shall be observed and ensured while opening the Proposals/Bids
- 2. DOT reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- 3. Bid opening shall be conducted in two stages.
- 4. In the first stage, Pre-qualification of proposals shall be opened and evaluated as per the criteria mentioned in Section2.25 of the RFP.
- 5. In the second stage, Technical Proposals of those Bidders, whose qualify pre-qualification, shall be opened. All Bids shall be opened in the presence of Bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address
- 6. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for DOT, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, DOT will continue process and open the bids of the all bidders
- 7. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not

conforming to such preliminary requirements shall be prima facie rejected. DOT has the right to reject the bid after due diligence is done.

#### 2.24. Evaluation Process

- The Tender Evaluation Committee constituted by the DOT shall evaluate the bids.
- 2. The Tender Evaluation Committee shall review the prequalification proposal of the Bidders to determine whether the requirements as mentioned in Section2.25of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders, whose prequalification proposal meets the requirements shall be selected for opening of the technical proposal.
- 3. The Tender Evaluation Committee shall review the Technical Proposal of the prequalified Bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive shall be disqualified and the Tender Evaluation Committee reserves the right to seek clarification if required.
- 4. The Tender Evaluation Committee shall assign a Technical score to the Bidders based on the Technical evaluation criteria detailed in the RFP. The Bidders with a technical score above the threshold as specified in Section 2.29 of the RFP shall technically qualify for the commercial evaluation stage.
- 5. The financial proposals of the technically qualified Bidders shall be opened and reviewed to determine whether the financial proposals are complete and as per requirements.
- 6. Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules.
- 7. Please note that the Tender Evaluation Committee may seek inputs from their professional, external experts in the Bid evaluation process.

#### 2.25. Pre-Qualification Criteria

The Applicant who fulfils the following Pre-Qualification Criteria ("Eligible Bidder") shall be considered by DOT for technical evaluation of their bids.

S.No	Basic Requirements	Eligibility Criteria	Document to be submitted
PQ1	Legal Entity	An independent legal entity incorporated / registered in India such as partnership firm under The Partnership Act 1932, limited liability partnership (LLP) under LLP Act 2008, private limited company registered under Companies act 1956 or 2013, public limited company registered under Companies act 1956 or 2013, Government-owned Companies.	<ul> <li>Certificate of Incorporation / Registration / Partnership deed; and</li> <li>GST Registration certificate issued by GSTN authorities; and</li> <li>PAN Card.</li> </ul>

S.No	Basic Requirements	Eligibility Criteria	Document to be submitted
PQ2	Presence	The bidding agencyshould have a fully functioning office in Mumbai and a global presence either through its own offices or through partnerships or tie-upswith other agencies to effectively cover the important and potential identified markets overseas. The Agency must have its presence in the following markets, with the capability to cover other important markets:  United States, Europe, China, South East Asia& Middle East. (Letter of consent from the partner/s should be attached).	A self-certification on the letterhead of the bidding agency listing the offices in Mumbai and across the globe, signed by the Authorized signatory     Letter of consent from the partner/s
PQ3	Financial Capacity	<ol> <li>The bidding agencymust have attained following revenues from PR work for the last 3 (Three) financial years –</li> <li>Average Annual         <ul> <li>Turnoverequivalent to INR 5</li> <li>Croreor above from PR works</li> </ul> </li> <li>The bidder should also have a positive net worth for the last 3 (Three) financial years</li> </ol>	<ul> <li>Copy of the audited Balance Sheet and Profit &amp; Loss Statement of the company for the last 3 (Three) financial years</li> <li>Certificate from the Statutory Auditor / Chartered Accountant clearly stating the average annual turnover, and net worth, in the format provided in Section 4.3</li> </ul>
PQ4	Experience	The bidding agency must have been in operation for a minimum period of 5 years, as on 1st April 2020, in undertaking P.R. activities.  Preference would be given to PR Agencies with experience in the fields of Tourism, Travel, and/or Hospitality.	A letter in the format provided in Section4.4, signed by the Authorized Signatory of the Bidder and certified by the Statutory Auditor.
PQ5	Blacklisting	The bidding agencyshould not be debarred/ blacklisted by anyCentral or State Government/PSU in India for failure to perform or deliver services as on date of submission of the Bid.	A self-certified letter in the format provided in Section 4.5, signed by the Authorized Signatory of the Bidder.
PQ6	EMD	The bidding agency should submit Earnest Money Deposit / Bid Security as specified in this RFP Document.	

#### 2.26. Evaluation of Prequalification Proposals

- 1. Bidders, whose EMD and RFP Document Fees are found in order, shall be considered for Pre-Qualification criteria evaluation.
- 2. Bidder shall be evaluated as per Pre-Qualification criteria mentioned at Section2.25. The bidders who fulfil all the Pre-Qualification criteria shall qualify for further Technical evaluation.

#### 2.27. Evaluation of Technical Proposals

The evaluation of the Technical Proposals will be carried out in the following manner:

- 1. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and completion certificates, client contact information for verification, and all others) as required for Technical evaluation.
- At any time during the Bid evaluation process, the Tender Evaluation Committee may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- DOT reserves the right to do a reference check of the past experience stated by the Bidder.
  Any feedback received during the reference check shall be taken into account during the prequalification process.

#### 2.28. Technical Evaluation Methodology

- 1. Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. (Refer Section 2.29).
- 2. In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall **technical score of 70 (Seventy).**
- 3. The financial proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- 4. DOT reserves the right to accept or reject any or all bids without giving any reasons thereof.
- 5. DOT shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

#### 2.29. Technical Experience

- 1. The technical qualification experience of all the Eligible Bidders will be evaluated and marks will be assigned ("Technical Experience Score") based on the following parameters:
  - (A detailed power point presentation will have to be made by the bidders before DOT on the basis of which marks will be awarded)

S.No.	Parameter		Max. Marks Obtained	Documents to be submitted
TQ1	Experience in Public relations and Media Management:			<ul> <li>A letter in the format provided in Section4.4,</li> </ul>
	Description	Marks Assigned	20	signed by the Authorized Signatory of the Bidder and certified by the Statutory Auditor.
	5-7 years	5		
	>7-10 years	10		
	>10-15 years	15		
	>15 years	20		
TQ2	Experience in handling PR Accounts in the Tourism, Travel, and / or Hospitality sectors			Work order/s and     Completion Certificates     / Client appreciation
	Description	Marks Assigned	20	letter/s  • Details of cited projects in the format provided in Section 5.3
	2 account	10		
	3-5 accounts	15		
	>5 accounts	20		
TQ3	Experience of handling PR Accounts for any Government / PSU Client related to tourism such as civil aviation, transport, railway, culture, forest, environment etc. (within or outside India) (The decision of DOT on the relevance of the sector shall remain final)			<ul> <li>Work order/sand         Completion Certificates         / Client appreciation         letter/s</li> <li>Details of cited projects         in the format provided</li> </ul>
	Description	Marks Assigned	15	in Section 5.3
	1 account	10		
	2-3 accounts	12		
	>3 accounts	15		
TQ4	Received National / International level award/s for PR Work from reputed organization/s		5	Award Certificate/s in the name of the bidding agency
TQ5	Approach and Methodology of the	Applicant (evaluated	40	Presentation

 through presentation by the Applicant)			
Description	Marks Assigned		
Strategy and plan for PR campaign for Maharashtra Tourism for the tenure period	10		
Credentials and qualifications of team identified to service the account of DOT	10		
Types of clients / brands handled in the past.	5		
Case studies of high impact PR Campaigns handled (to be substantiated with impact created)  2 marks each subject to maximum 10 marks	10		
Innovative ideas and suggestions	5		
Total Marks	ловинавиливиливинания в повет	100	
 Minimum Technical Experience Score the Bidder	to be obtained by	70	

2. All applicants scoring not less than the Minimum Technical Experience Score will be qualified ("Qualified Applicants"). In case of less than 2 Eligible Bidders, DOT reserves the right to lower the minimum technical experience score.

#### 2.30. Instructions for Resources

- 1. The Bidder is required to provide the CVs for each of the positions specified in Section8.1. Only 1 CV must be provided for each profile mentioned.
- 2. CVs of all resource persons proposed MUST be furnished in the format given at Section8.2 (Max 3 pages per CV).
- 3. Only the relevant Projects of each resource person may be detailed in the CV.
- 4. Each profile shall be signed by the resource (of whom the profile is submitted) and the authorized Signatory of the Bidder. If the signature of the resource cannot be obtained, the Authorized Signatory, in each profile shall mention and certify that he has obtained the

- consent of the respective employee on the accuracy and completeness of qualifications, experience and other details specified in the profile.
- The Tender Evaluation Committee may, at its discretion, request the Bidder to provide additional details with respect to any or all of the personnel proposed, if required in the evaluation process.
- 6. The Successful Bidder shall confirm the availability of the team members as proposed in the technical proposal.
- 7. Changes or Substitutions of the Project Manager shall not be considered for first 6 months. In case, replacement is required later, the Selected Bidder shall notify DOT in writing at least 15 (Fifteen) days in advance, for prior approval, stating: the reason for replacing the person(s), originally assigned to the project the names and singed curriculum vitae (CV) of the proposed equivalent replacement. DOT may also request replacement with valid reason.

#### 2.31. Financial Bid Evaluation

- 1. The financial proposal of only the technically qualified Bidders who have scored 70 or above shall be opened for the evaluation.
- Of all the financial proposal opened, the Bidder whose financial proposal is lowest (hereby referred to as L1 Bidder) shall be considered eligible for negotiations and award of contract after the negotiations.
- 3. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/summation error etc. the bid may be rejected.
- 4. In case, it is found that more than one Bidder has quoted the lowest, then the Bidder with highest technical score among the L1 bidders, shall be considered eligible for negotiations and award of contract. However, the decision of the Director, DOT, in such cases shall be final and binding on all the Bidders.

#### 2.32. Negotiations

DOT reserves the right to carry out negotiations with the L1 Bidder on the technical and financial proposal. DOT may further discuss the details of the approach and methodology to be adopted by the Bidder on the Project over and above the minimum requirements of the RFP keeping in mind the interest of the Project.

#### 2.33. Award of Contract

#### 2.33.1 Award Criteria

- 1. The work shall be awarded to the bidder whose commercial Offer shall be determined to be L1, the lowest evaluated valid offer.
- 2. However, the Director, DOT reserves the right to further negotiate the prices quoted by the L1 bidder while awarding the contract.

#### 2.33.2 DOT's Right to accept any Bid and to reject any or All Bids

DOT reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for DOT's action.

#### 2.33.3 Letter of Intent

Prior to the expiration of the period of bid validity, DOT will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Acceptance will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Security, DOT will promptly notify each unsuccessful Bidder.

#### 2.33.4 Signing of Contract

DOT shall notify the successful bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement with DOT within the time frame mentioned in the Letter of acceptance to be issued to the successful bidder by DOT.

#### 2.33.5 Failure to agree with the Terms & Conditions of the RFP / Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event DOT may invite the next best bidder for negotiations or may call for fresh RFP.

#### 2.34. Performance Bank Guarantee

- 1. This Performance Bank Guarantee (hereinafter referred to as "PBG") will be for an amount equivalent to 10% of the total contract value.
- 2. PBG amount will be refunded after completion of the project.
- 3. PBG would be discharged/ returned by DOT upon being satisfied that there has been due performance of the obligations of the Bidder under the contract at the end of the contract/completion of the project. However, no interest shall be payable on PBG.
- 4. In the event of the Bidder being unable to service the contract for whatever reason DOT would forfeit the PBG. Notwithstanding and without prejudice to any rights whatsoever of DOT under the contract in the matter, the proceeds of the PBG shall be payable to DOT as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. DOT shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- DOT shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, and misstatement.

#### 2.35. Non-Disclosure Agreement (NDA)

Successful bidder has to sign the Non- Disclosure Agreement (Annexure III - Non-Disclosure Agreement) with DOT.

#### 2.36. Payment Terms

- 1. No advance payment shall be made.
- 2. The Bidder's request(s) for payment shall be made to the DOT in writing, accompanied by an invoice describing, as appropriate, the Goods/Products/Services/Solutions delivered and the Services performed, PR value delivered to DOT, quantifying the reach and viewership of the various activities undertaken,and upon fulfilment of other obligations stipulated in the contract.

No separate cost would be allowed for travel undertaken for interaction with Department / Directorate officials or travels undertaken for various activities included in the Scope of Work.

- 3. Payment shall be made only after the positive satisfactory report by the DOT's Official conforming the Quality of deliverables, execution of responsibilities and as per the terms and conditions of this RFP.
- 4. Payments shall be made promptly by the DOT within forty-five (45) days after submission of the invoice or claim by the Bidder, only after quality inspection and verification by the DOT's Official of the conformity of the Goods/Products/Services/Solutions supplied as per the agreed terms.
- 5. The Bidder has to submit monthly status reports for all the resources deployed on the project in addition to progress status report for planned vs actual progress at the end of every month.
- 6. Payment will be made by electronic transfer of funds to the bank account of the PR Agency in Indian Rupees. The PR Agency will submit pre-receipted invoices in triplicate, complete in all respects, within ten (10) days of the last working day of every month, for necessary settlement. The price quoted by the bidder shall be fixed and inclusive of all taxes, duties, levies etc. (but exclusive of GST), during the bidder's performance of contract. The GST shall be paid at the prevalent rates.
- 7. Taxes shall be paid as applicable and as per actuals.
- 8. The penalty (if any) shall be calculated and deducted from the immediate payment due.
- 9. The Bidder, in the event of DOT deciding to discontinue with the services of the Bidder, either during or after the ProjectPeriod will do the knowledge and data transfer to the other Bidder chosen by DOT and will provide all necessary help to both DOT and the new Bidder in doing the same.
- 10. Number of resources may vary based on project requirements by DOT. Payment will be made on actual deployment of resources as per the quotations submitted by the bidder.
- 11. The final payment, each year, shall be released only after completion of the required work for the year and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by the DOT.

12. For facilitating Electronic Transfer of funds, the selected PR Agency will be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected PR Agency.

#### 2.37. Penalty Clause

Any delays in delivery from the time schedule for delivery in the tender or as stipulated by DOT for items of work listed in the Scope of Work, would invite a penalty of 1% of the annual cost per week, subject to a ceiling of 10% of the total annual cost, besides other action for underperformance / undue delays, including forfeiture of Performance Guarantee as may be deemed fit by DOT.

Serious lapse in responsibilities may also lead to blacklisting of the PR Agency, as may be deemed fit by the Department of Tourism, Government of Maharashtra.

#### 2.38. Termination

DOT may terminate the Contract of the PR Agency in case of the occurrence of any of the events specified below:

- 1. If the Agency becomes insolvent or goes into compulsory liquidation.
- 2. If the Agency, in the judgment of DOT, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- 3. If the Agency submits to DOT a false statement which has a material effect on the rights, obligations or interests of DOT or Maharashtra Tourism.
- 4. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to DOT.
- 5. If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing.

In such an occurrence DOT shall give a written advance notice before terminating the Contract of the PR Agency.

# Section: 3 Scope of Work

#### 3. Proposed Project& Scope of Work

#### 3.1. Proposed Project Concept

DOT wishes to engage the services of an eligible PR agency for complete PR solutions and media relations at a national and international level for Maharashtra Tourism.

#### 3.2. Objective

The objective of this exercise is to select a suitable agency which will assist DOT in promoting tourism in the state by:

- 1. Defined PR activities, Media Coordination and
- 2. Enhance strong brand identity and brand recall through strategic dissemination of communication and placement in Media, Stakeholders, influencers & opinion makers through effective content etc.

#### 3.3. Scope of Work

#### 3.3.1.Positioning and Strategy

- 1. Prepare a comprehensive PR strategy for positioning, to boost the potential of the state in various segments, including but not limited to heritage tourism, adventure tourism, medical & wellness tourism, the MICE segment, cuisine, wildlife, etc. The road map should identify all the proposed activities, which would be pre-approved by the DOT.
- 2. Coordinate with the travel and hospitality industry in India and each of the markets overseas for synchronizing and implementing the PRstrategy.
- 3. The PR strategy should be integrated with and complement the Global and Domestic Media Campaigns, Social Media Promotions being undertaken by DOT.
- 4. Annual Action Plan to be submitted which should have quarterly plans which would be monitored on a monthly and quarterly basis.
- 5. Annual measurement index on the favourability of news and perception.

#### 3.3.2.Content Creation and Management

- Create high quality, experiential travel content that aligns with Maharashtra Tourism's brand vision, mission and market preferences. The content must be uniquely Maharashtra and compelling to international audiences.
- Craft journalistic-style articles / advertorials for the international and domestic markets, with in-depth insight which is more than research aggregated from web searches. Superior editing skills are a must.
- 3. Prepare content for write-ups, short stories, blogs, taglines, short messages, press releases, e-newsletters, surveys, polls in English, Hindi, Marathi and other international languages, as required.
- 4. Prepare and disseminate success stories in physical and digital formats.

5. Prepare and disseminate information on initiatives of the DOT and latest developments in the tourism sector, both in India and overseas.

#### 3.3.3.PR Activities

- Press releases in Hindi/English and Marathi and foreign languages as agreed by DOT on major initiatives /achievements of the DoT to media, trade as per requirement of the Directorate of Tourism. The mailers can also be used as press releases when there is no immediate news or activity to be highlighted
- 2. Submit weekly business review consisting of international / national trends, competitors' activities, airlines/aviation development crisis, trade publicity, politics development and also articles published on Maharashtra Tourism. Preparation of detailed clipping dockets/competition and general industry on customized periodicity
- Preparation of speeches for senior officials of the Government in Hind/English/Marathi or other languages as per requirement on various activities of DoT. The basic input/primary data is to be sought by the selected agency fromDoT
- 4. Writing /Arranging articles (Journalistic style / advertorials) (of minimum 500 words) in magazines & newspapers through print/digital publications & travel writers. The agency will send the articles to all the magazines / portals as discussed with the DoT every month. The agency shall diligently follow up for its publication. (No separate media buying costs shall be borne by DOT in case of retainership deliverables as specified in Section 3.4)
- Providing the coverage details on Maharashtra Tourism products for the month supported by clippings of newspapers / magazines. Dispatches of print and electronic material to the media when so desired
- 6. Story generation based on department activities and research data (at least 10 every month)
- 7. Organizing FAM tours (of minimum 3 days) to destinations / fairs & festivals for the stakeholders and media/bloggers/influencers/other dignitaries to different parts of the state in consultation with the DoT. The cost of hotels including food/ground-transportation/etc. for the FAM tours will be borne by DoT. The agency's responsibility is to get the best media/trade stakeholders/etc. from the identified markets overseas/within Indiaas per the requirements of the DoT and as mutually discussed.
- 8. Organizing interviews of higher officials with top newspapers/magazines/TV channels /web channels/FM channels as and when required but more during the road shows and festivals of the DoT. (No separate media buying costs shall be borne by DOT in case of retainership deliverables as specified in Section 3.4)
- 9. During the various road shows/travel trade events/travel marts organized/attended by the DoT in various cities of India, it is the responsibility of the agency to invite relevant media, set-up B2B and B2C meetings for DOT (in consultation with DOT) and ensure coverage in print/electronic/digital media. The Out-of-Pocket costs for travel, accommodation and food to the road shows will be borne by DOT. The Agency shall also be responsible for arranging the media persons and providing coverage of the same at no extra cost.
  - Services of translation/interpretation from an authorised agency as may be required in discussion with officials of DOT) will need to be arranged by the agency (any costs involved for the same would be borne by DOT subject to requisite prior approval)

- 10. Organize pre & post event press conferences and media briefings at events or in big cities outside State as per requirement of the Department
- 11. Negotiate and co-ordinate for TV companies and film producers/sports celebrities/other celebrities to do location shooting and produce popular TV documentaries, video films and feature films on Maharashtra. Two (02) copies of the developed materials to be submitted to the DOT
- 12. Preparation of print and electronic material in the form of kits to the media as and when required
- 13. Providing content syndication for various media vehicles
- 14. Engaging with the senior media, bloggers and the influencer group to organize journalists visit programmes and conceive and create one day (4-6 hours) media/Influencer/ blogger/travel writer's meet and media networking events in metro cities as per requirement of the Department
- 15. Pitch for interviews by senior Journalists/Editors/Influencers with Tourism Minister/ officials. Key messages, FAQs, list of anticipated questions and answers, soundbites and quotes to be prepared for these interviews
- 16. Enhance visibility and awareness through unpaid means of communication
- 17. Media Tracking- Print, electronic and digital coverage. Submission of compiled reports every month with cost analysis
- 18. The agency shall also be responsible for design, development, copy writing and typesetting a monthly e-newsletter of the DoT. The agency shall be responsible for mailing and distributing the e-newsletter to the end users whose database shall be maintained by the agency
- 19. Promote awards and achievement of DOT in areas of destination promotion, tourism infrastructure, etc. annually
- 20. Timely announcements of new tourism projects, properties, destinations and cultural events
- 21. Promote DOT and its achievement through surveys to demonstrate an increase in the footfall, livelihood generated, growth of tourism sector in Maharashtra, skill development initiatives at the tourism spots etc.
- 22. Initiatives taken by Government of Maharashtra to increase the tourism and footfall, especially in the post COVID era
- 23. Interview of Hon. Tourism Minister, Minister of State (Tourism), Principal Secretary (Tourism), Director (Tourism), MD MTDC, and other state officials as directed by DOT for national, state and international PR
- 24. Identification of 10 communication pillars in sync with Maharashtra Tourism strategies and campaigns
- Facilitating participation in major award entries
- 26. Manage investor relations
- 27. Any other work on mutually agreed terms.

#### 3.3.4. Media Coordination and related activities

- 1. Maintaining database of key travel trade, consumer, lifestyle media, travel bloggers and other media in India and each of the identified international markets.
- 2. Identify and build relations with the relevant media within India and the identified international markets.
- 3. Media Liaison and engagement across markets and proactively pitching stories to key media.
- 4. Engage with Social media influencers who write on travel, tourism.
- 5. Dissemination of relevant communications to media through press releases/ notes, press briefings, announcements (in local languages where required).
- 6. Countering negative media reporting on Maharashtra with positive stories.
- 7. Press Kits including E-press Kits (in local languages where required).
- 8. Media monitoring International and Domestic
- 9. Tourism issues related to natural calamities, security threats, health related and others that could impact tourism for the State, Country or specific destination
- 10. International tourism related industry news, trends, destination marketing, promotions etc.
- 11. Maharashtra tourism related news for destinations, events, promotions etc.
- 12. Response mechanism, news desk and content creation for press notes, releases, briefing for spokespeople, etc. across languages.
- 13. Ability to set up workshops and briefings to sensitize the media so that they can understand and represent the news in the right context and facts across domestic and international markets.
- 14. Identifying and liaison with Media overseas for individual and group media visits to Maharashtra and follow-up to ensure returns.
- 15. Coordination with the PR, Marketing agencies, campaigns of India Tourism for the various initiatives / events / activities undertaken by Ministry of Tourism (Government of India) or its allied offices. These may include (but not limited to) media briefing, press meets, roadshows, travel marts etc.
- 16. Basic press office activities, like assessment of media requests, dealing with media enquiries, providing press material, documentation and evaluation of results.

#### 3.3.5.Crisis Management

- The trust of consumers and the public is developed by how departments manage reputational risk and crisis response. The PR Agency should have the organizational capacity to manage crisis with rapid and accurate responses and communicating the responses globally to avoid misinformation and distortion of facts.
- 2. Issue and crisis response mechanism ability to set up a 24x7 robust monitoring and response system. Should have the ability to media train the relevant spokespeople in the DOT.
- 3. Damage Control is a necessary scope of the work. It is expected that the PR agency will help to counter any adverse publicity related to Maharashtra Tourism in India or

internationally. In cases where there is negative press for the DoT, rejoinders/damage control exercise has to be undertaken immediately.

#### 3.3.6. Database creation and maintenance

- The agency shall maintain database of photos, videos, statistics and other relevant data for supplying the same to the media in India and abroad as and when necessary. The data shall be corrected and updated regularly
- 2. Maintain complete database of press from all over India and abroad and mail them enewsletters, and photos, special offers and press releases on regular basis.

#### 3.3.7.Other related work

- 1. The Agency will have regular interactions with the DOT and Department of Tourism, which at times may be at short notice.
- 2. The Agency will interact with the offices of the Ministry of Tourism in India and Overseas (by telephone/e-mail/fax, etc.), to obtain inputs, as and when required.
- 3. The Agency will liaise with the Media Planning Agency, Creative Agency(ies) and Social Media Management Agency, Event Management Agency, etc. working for the DOT and its offices, for effective merging of the media, creativeand PR strategies for Maharashtra Tourism and will provide support as may be required across domestic and international markets.
- 4. Any other minor PR related work that may be assigned by the DOT from time to time.

#### 3.4. Minimum Milestone Achievement Schedule (Retainership Deliverables)

The Agency shall adhere to the following milestones at the minimum as per the scope of work as a part of their engagement retainership:

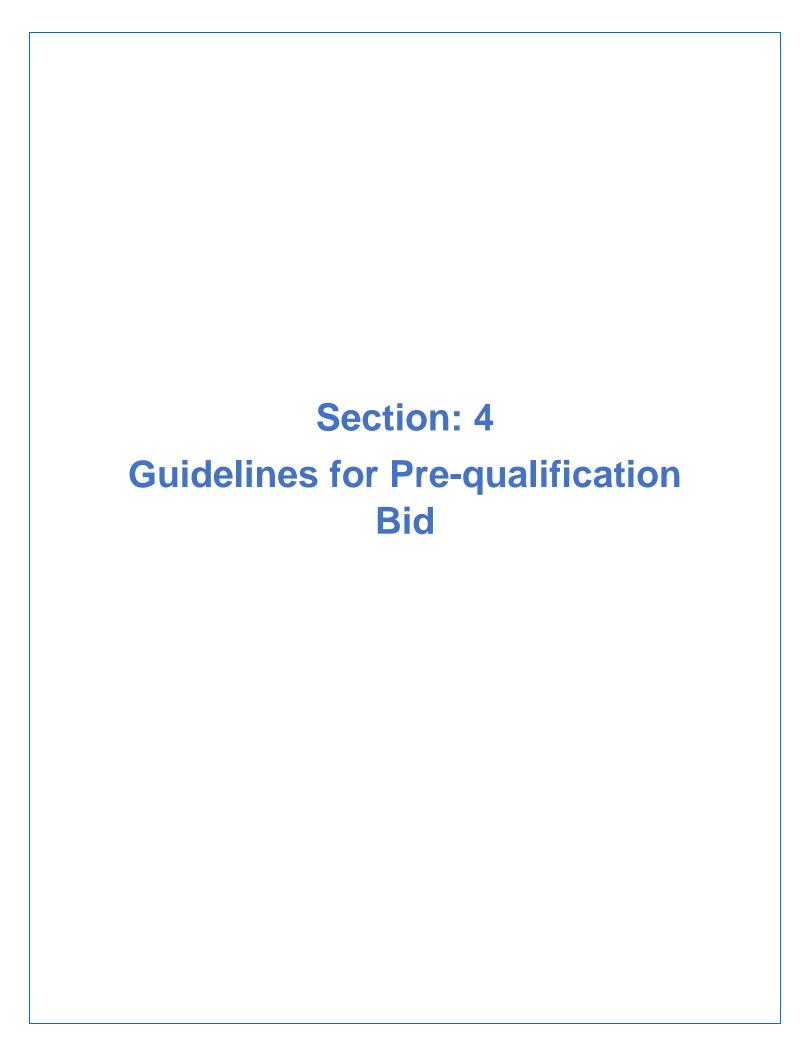
Sr. No.	Scope of Work	Frequency
i.	Comprehensive PR strategy	Once at the beginning of engagement and to be updated basis feedback
		To be submitted within 15 days of commencement of engagement
ii.	Annual Actionplan with month wise activities proposed	Once in a year  To be submitted within 15 days of the commencement of engagement (for first year) and,
		Minimum 15 days in advance before the end of

		the preceding year (for years subsequent to first year of the engagement period.)
iii.	Mapping of target media (print/digital/TV media, influencers/bloggers etc.) and stakeholders (such as local authorities, tour operators, travel agents, DMOs, Investors etc.) and develop local, national and international lists of media (min. 1000 per year) and stakeholders (min. 1000 per year)	Once in a year and to be updated as per requirement in discussion with DOT
iv.	Develop media information kit and research-based inputs for sharing with media and department/s(in soft and hard copy formats)	Once in a year and to be updated as per requirement in discussion with DOT
V.	Press releases based on new initiatives and activities of department, events, festivals etc.	Minimum 10 press releases in a month in local, national& international media Minimum 5 out of the total
		to be done in identified priority international markets
		(At the time of special events the number to be increased)
vi.	Story generation based on department activities and research Data	Minimum 10 stories in a month to be shared with local, national & international media
		Minimum 5 out of the total to be done in identified priority international markets
vii.	Journalistic style (Print/digital/e-newspapers) articles / advertorials / blogs / messages etc.(of minimum 500 words)	Minimum 1 per month
viii.	Event based PR support: For pre-event promotion, organizing B2B / B2C meetsfor the duration of event and post-event coverage of event organized by the Dept. in national & international media in which Maharashtra Tourism participates actively	As per annual event calendar or as decided by the Dept.
	Tentative list of Domestic Travel Trade Events  1. South Asia Travel and Tourism Exchange (SATTE)	

	2. The Great Indian Travel Bazaar	
	3. IATO	
	4. PATA-India	
	5. Other Domestic Exhibition (Like India Travel Mart,	
	Goa International Travel Mart etc.)	
	Tentative list of DOT Events / Festivals	
	1. ElephantaFestival	
	Maharashtra Travel Mart	
	3. Ganesh Festival	
	4. Mango / ChikooFestival	
	5. District Festivals (in all 36 districts of the state)	
	Tastellia list of Dandahassa	
	Tentative list of Roadshows	
	International Roadshows organized by India Tourism     (MOT) / DOT (Min. 5 numbers.)	
	Domestic Roadshows organized by DOT (Min. 5)	
	numbers.)	
	i Halliboro.)	
	<del>-</del>	
	The post-event deliverables must be published within 2 hours of the	
	completion of the event, unless prior relaxation approved by the	
	Director Tourism.	
	The list given above is indicative in nature, the participation in the	
	festivals / travel marts shall be subject to approval from Department	
	of Tourism, Government of Maharashtra and is subject to change	
	as per the priorities of DOT. The selected agency is expected to	
	support in the sanctioned events, and payment shall be on the	
	basis of the actual events participated by DOT, and as per the rates	
	quoted by the agency in the financial quotation.	
•	O	D
ix.	Organize pre & post event press conferences and media briefings	Press conferences as and
	at events or in big cities outside State as per requirement	when (& where) instructed
		by the department
	December 10 and	N. A.
X.	Press Conference (Agency to ensure participation of 10 reputed	Min 1 per month
	print and 5 reputed electronic media at the minimum for each press	
	conference)within State	
xi.	Conceive and Create one day media/Influencer/ blogger/travel	At least four such events
	writer's meet and media networking events in metro cities (in	in a year to be organized
	geographic coverage) as per requirement	
xii.	PR support in Crisis and other emergent situations: Countering	As per requirement of
	situations and negative news, incidents with well thought out plan	situation
xiii.	Interviews (medium for broadcast/publication of interview to vary	Min 2 per month
	and to be decided in consultation with DOT)	•
	Print media publications (can be in the form of article, feature,	
	mention, news etc.)	

	Radio mention or feature (National / within state)  Digital media publication (can be article, feature, mention, news etc.)	
xiv.	FAM tours (of minimum 3 days) for the stakeholders and media/bloggers/influencers/other dignitaries to different parts of the state in consultation with the DOT.	Min 2 in a year for media (including influencers, bloggers etc.)
	The agency's responsibility is to get the best media/trade stakeholders/etc. from the identified markets overseas/within India	Min 2 in a year for stakeholders such as tour operators, travel agents, embassy officials, dignitaries etc. from the potential target markets as identified along with DOT

<sup>\*</sup> The deliverables submitted and the activities undertaken must be discussed and approved by DOT.



## 4. Guidelines for Pre-Qualification Bid

# 4.1. Check-list for the documents to be included in the Pre-Qualification Envelope

Sr. No	PQ Criteria	List of Documents	Submitted (Y / N)	Documentary Proof (Page No.)
1.	Part of Pre-	Bid Covering Letter		
2.	Qualification Bid	Power of Attorney in favor of Authorized signatory as per the format prescribed in Annexure IV - Power of Attorney		
3.	PQ1	Valid documentary proof of Certificate of Incorporation/ Registration, Partnership deed, GST registration Certificate, and the details of income tax registration (PAN)		
4.	PQ2	A self-certification on the letterhead of the bidding agency listing the offices in Mumbai and across the globe, signed by the Authorized signatory  Letter of consent from partner/s		
5.	PQ3	Copy of the audited Balance Sheet and Profit & Loss Statement of the company, certificate from the Statutory Auditor / Chartered Accountant clearly stating the turnover and net worth as per the format prescribed in Section 4.3		
6.	PQ4	A letter in the format provided in Section4.4, signed by the Authorized Signatory of the Bidder and certified by the Statutory Auditor.		
7.	PQ5	Self-certified letter in the format prescribed in Section 4.5 by the bidder that the bidder has not been debarred/blacklisted by any Government / PSU in India		
8.	PQ6	Scanned copy of EMD of Rs. 1,00,000 (Rupees One Lakh Only) & Online payment of Document Fee receipt of Rs. 10,000 (Rupees Ten Thousand Only)		

#### 4.2. Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place

Date

To

The Director (Tourism)
Directorate of Tourism, Government of Maharashtra
Apeejay House, 4<sup>th</sup> Floor,
3 DinshawVacha Road,
Churchgate, Mumbai-400020.

**Subject**: Submission of proposal in response to the RFP for Appointment of an Agency for providing Public Relations and Media Coordination support to Maharashtra Tourism

Ref: RFP Notification number

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Appointment of PR Agency for the Project "Appointment of an Agency for providing Public Relations and Media Coordination support to Maharashtra Tourism".

We attach hereto our responses to Pre-qualification requirements and technical & financial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to DOT, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the DOT in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 120 days from the date of submission of Bid. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

2	^
o	Э

Designation:		
Address:		
Telephone & Fax:		
E-mail address:		

#### 4.3. Format to share Financial Details

(To be submitted duly singed by Statutory Auditor of the bidder on its letter head)

#### 1. Annual Turnover of the bidder

Sr. No.	Years	Turnover from PR work
		(in INR)
Α	2019 – 20	
В	2018 – 19	
С	2017 – 18	
Average	Annual Turnover (A+B+C)/3	

#### 2. Net worth of the bidder

Sr. No.	Years	Net worth (in INR)
Α	2019 – 20	
В	2018 – 19	
С	2017 – 18	

Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years FY 17-18, FY 18-19 and FY 19-20 shall submitted as supporting evidence

#### 4.4. Format to share Bidder's Firms Particulars

The Table below provides the format in which general information about the bidder must be furnishedduly signed by the Authorized Signatory of the bidder and certified by the Statutory Auditor.

Sr. No.	Information	Details
1.	Name of Bidding firm:	
2.	Address and contact details of Bidding firm:	
3.	Firm Registration Number and Year of Registration	
4.	Number of years of Experience in PR Activities	
5.	Web Site Address	
6.	Area of Business/Services of the Firm/Company	
7.	Status of Company (Public Ltd., Pvt. Ltd., etc.)	
8.	Company's Goods and Service Tax Registration No.	
9.	Company's Permanent Account Number (PAN)	
10.	Company's Revenue for the last 3 years (Year wise)	
11.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
12.	Telephone number of contact person:	
13.	Mobile number of contact person:	
14.	Fax number of contact person:	
15.	E-mail address of contact person:	

We hereby declare that our proposal submitted in response to this RFP is made in good faith, and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

Date: (Signature) Name In the capacity of [Seal / Stamp of bidder]

#### 4.5. Format for Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the responding company)

Date: dd/mm/yyyy

To

Address:

Telephone & Fax: E-mail address:

The Director (Tourism) Directorate of Tourism, Government of Maharashtra Apeejay House, 4<sup>th</sup> Floor, 3 DinshawVacha Road, Churchgate, Mumbai-400020.

Sub: Declaration for not being debarred / black-listed by Central / any State Government department or PSU in India as on the date of submission of the bid

#### **Ref: RFP Notification number**

Dear Sir,	
I, authorized representative of	, hereby solemnly confirm that the Company is not banned by the Government of Maharashtra/ Any other state
the Government, Statutory Boa Institutions in the State, Univers of submission of the Bid. In t	lia which includes any Government Department, Public Sector Undertakings of ards formed by the Government, Local Bodies in the State, Co-operative sities and Societies formed by the Government for any reason as on last date the event of any deviation from the factual information/ declaration, DOT, esserves the right to reject the Bid or terminate the Contract without any
Thanking you,	
Yours faithfully,	
Signature of Authorized Signato	ry (with official seal)
Date:	
Name:	
Designation:	

## 4.6. Format for Pre-Bid Queries

SI. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification Required

# Section: 5 Guidelines for Technical Proposal

# 5. Guidelines for Technical Proposal

# 5.1. Check-list for the documents to be included in the Technical Proposal Envelope

Sr. No	PQ Criteria	List of Documents	Submitted (Y / N)	Documentary Proof (Page No.)
1.	Part of Technical Proposal	Technical Bid Covering Letter		
2.	TQ1	A letter in the format provided in Section4.4, signed by the Authorized Signatory of the Bidder and certified by the Statutory Auditor.		
3.	TQ2	Work order/s and Completion Certificates / Client appreciation letter/s Details of cited projects in the format provided in Section 5.3		
4.	TQ3	Work order/sand Completion Certificates / Client appreciation letter/s Details of cited projects in the format provided in Section 5.3		
5.	TQ4	Award Certificate/s in the name of the bidding agency		

#### 5.2. Technical Bid Cover Letter (Envelope-B Technical Bid)

(To be submitted on the Letterhead of the responding firm)

Date: dd/mm/yyyy

To

The Director (Tourism)
Directorate of Tourism, Government of Maharashtra
Apeejay House, 4<sup>th</sup> Floor,
3 DinshawVacha Road,
Churchgate, Mumbai-400020.

**Sub:** Selection of Bidder for the Project "Appointment of an Agency for providing Public Relations and Media Coordination support to Maharashtra Tourism"

Ref: RFP Notification number -

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for Appointment of an Agency for providing Public Relations and Media Coordination support to Maharashtra Tourism.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan andterms and conditions for providing Professional Services in "Appointment of an Agency for providing Public Relations and Media Coordination support to Maharashtra Tourism", put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and DOT or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of equivalent to 10% of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 120 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and DOT.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to DOT is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead DOT as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

(Signature)

(Name) (In the capacity of) [Seal / Stamp of bidder] Witness Signature: Witness Name: Witness Address:	RISED SIG	 	 	
Ithatthe company by authority of its	, the board/ gov	Secretary gned the abo	 authorized to d	
Date: Signature: (Company Seal) (Name)				

#### 5.3. Format for Project Citation

Using the format below, provide information on each reference assignment for which your firm/entity was legally contracted.

Sr. No.	Item	Details	Attachment Ref. No /Page No
1.	Project Name		
2.	Client Name		
3.	Date of Work Order		
4.	Project Duration (In Months)		
5.	Completed/ On going		
6.	Start Date(month/year)		
7.	Completion Date (month/year)		
8.	Brief Scope of Work		
9.	Contract Value		
10.	Project executed as Single Bidder/Consortium Member/ Sub Contractor		
11.	Actual Description of the services provided.		
12.	Proof Enclosed: Completion certificate/Work order/Agreement:		

Note: The Bidder is required to use above formats for all the projects referenced by the bidder for the Pre-Qualification and technical bid evaluation. Each work experience shall be enclosed with work order/completion certificate /Substantial completion certificate. Each citation along with work orders would be evaluated for necessary compliance to meet the criteria

(To be submitted duly singed by Statutory Auditor of the bidder on its letter head)

# Section: 6 Guidelines for Financial Proposal

#### 6. Guidelines for Financial Proposal

#### 6.1. Financial Proposal Cover Letter (Envelop C-Financial Bid)

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

The Director (Tourism)
Directorate of Tourism, Government of Maharashtra
Apeejay House, 4<sup>th</sup> Floor,
3 DinshawVacha Road,
Churchgate, Mumbai-400020.

**Subject**: Submission of proposal in response to the RFP for Appointment of an Agency for providing Public Relations and Media Coordination support to Maharashtra Tourism

#### Ref:

Dear Sir,

We, the undersigned, offer to provide the services for "Appointment of an Agency for providing Public Relations and Media Coordination support to Maharashtra Tourism" in accordance with your Request for Proposal dated [Insert Date] and our Pre-qualification. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. We are aware that any conditional financial offer will be outright rejected by DOT. This amount is exclusive of Taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (120 days) from the date of submission of Bid. We undertake not to subcontract the work of more than 25% of the total value of the Contract.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

#### 6.2. Financial Proposal

- 1. Financial Proposal shall comprise of the financial quote of the applicants, which is calculated by taking into consideration the following parameters:
  - i. Payment towards retainership deliverables as specified in Section 3.4 and salaries of required manpower as specified in Section8.1.
  - ii. Bills for other works (with pre-approval of DOT) such as PR work out of scope/geographic coverage, out of pocket or third-party expenses etc., shall be billed separately.
- DOT shall make a lumpsum payment to the SUCCESSFUL BIDDER towards retainership
  deliverables and salaries at the cost per unit of the winning applicant. The submitted **Total**Summary of Costs shallbe considered as rate discovery and incase the SUCCESSFUL
  BIDDER requires additional resources the bidder shall provide additional resources at the
  quoted rates.
- 3. The Bidders are required to quote the Breakdown of Costs Payable to DOT, which shall be exclusive of all the taxes, duties and levies. (Refer table below).
- 4. Any deliverables / service mentioned in the scope of work provided to the DOT by the "SUCCESSFUL BIDDER" beyond the frequency mentioned Section 3.4 (with the prior approval of DOT) shall be billed to DOT separately at the quoted rates
- 5. The Bidder quoting the lowest 'Summary of Costs'Payable shall be declared as the "SUCCESSFUL BIDDER". Please refer to Section2.31. for evaluation of the financial proposals and other terms & conditions.

#### 6.2.1.Summary of Costs

SI. No.	Description	Amount				
A. Costs pertain	A. Costs pertaining to Positioning and Strategy					
1.	Total Cost for Overall PR Strategy (A1)					
2.	Total Cost for Annual Promotion Plan/s for 3 years (A2)					
Total Costs perta	ining to Strategy and Planning (A) [A1 + A2]					
	B. Costs pertaining to Content Creation and Management, PR Activities, Media Coordination and related activities, Database creation and maintenance and Crisis Management as per the scope of work					
3.	Total Cost for Designing of indicated SOW in sections 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7. for 3 years( <b>B</b> )					
C. Costs pertain						
4.	Remuneration for Key Professional Staff for the tenure of the Contract (E)					

Total Sumr	Total Summary of Costs (excluding Taxes) [A+ B + C]				
D. Applicable Taxes					
5.	Applicable Taxes such as GST, Swachh Bharath Cess, Krishi Kalyan Cess etc. <b>(F)</b>				
Total Summary of Costs (including Taxes) [A+ B + C + D]					

Note: The ceiling cost of the Assignment is shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract.

### 6.2.2.Breakdown of Costs

The Bidder should review the scope of work as per the Terms of Reference and provide costs for the following items accordingly.

Table 1

SI. No.	Description	Cost per Unit in INR (excluding taxes)	Indicative Quantity for 3 years	Total Cost for indicative quantity for 3 years in INR (including taxes)
		Α	В	= A x B
	osts pertaining to Positioning and S	Strategy		
Ove	rall Promotional Strategy		-	-
1.	Preparation of Comprehensive PR Strategy	Cost for Overall PR Strategy: INR	1 Overall PR Strategy	
Ann	ual Action Plan			: 
2.	Preparation of Annual Action Plan	Annual Action Plan:	3 Annual Action Plans	
	osts pertaining to Content Creation ted activities, Database creation and k	and Management, PF	R Activities, Media (	Coordination and
3.	Mapping of target media & stakeholders in a list	Cost of 1 (one) list: INR	3 lists (one per year)	
4.	Media Information Kit (in soft and hard copy formats)	Cost of 1 (one) kit: INR	Cost for 500 kits	
5.	Journalistic style (Print/digital) articles / advertorials / blogs / messages etc.	Cost of 1 (one) article / advertorial etc.: INR	36 articles / advertorials etc.	
6.	Story Generation, Press Releases	Cost for 1 (one) Story Generation & Press Release: INR	720 Story Generation & Press Releases	
7.	Press Conference within State	Cost for 1 (one) Press Conference: INR	36 Press Conferences within State	
8.	FAM tours as per scope	Cost for 1 (one) FAM tour: INR	12 FAM Tours	
9.	Event based PR support (including pre & post event press conferences / meets etc.) within India (Domestic)	Cost for 1 (one) event: INR	60 events	

SI. No.	Description	Cost per Unit in INR (excluding taxes)	Indicative Quantity for 3 years	Total Cost for indicative quantity for 3 years in INR (including taxes)
		Coet for 1 (one)	В	= A x B
10.	Event based PR support (including pre & post event press conferences / meets etc.) within Maharashtra	Cost for 1 (one) event: INR	120 events	
11.	PR support for Roadshows (including pre & post event press conferences / meets etc.) within India (Domestic)	Cost for 1 (one) event: INR	15Roadshows/ events	
12.	Conceive and Create one day media/Influencer/ blogger/travel writer's meet and media networking events in metro cities (in geographic coverage) as per requirement	Cost for 1 (one) event: INR	12 events	
13.	Interviews (including conceptualizing, execution, coordination and broadcast)	Cost for 1 (one) interview: INR	72 Interviews	
14.	e-Newsletter	Cost of 1 (one) e- Newsletter: INR	36e-Newsletters	
C. C	osts pertaining to Remuneration for	Staff		
Rem	uneration for Key Professional Staff			
15.	Team Leader / Media Manager	Remuneration for one staff for 1 (one) month: INR	36 months for 50% time deployment	
16.	Senior Public Relations Executive	Remuneration for one staff for 1 (one) month: INR	36 months for 100% time deployment	
17.	Media Copy / Content Writer / Translator	Remuneration for one staff for 1 (one) month: INR	36 months for 100% time deployment	
18.	Visual Media Expert / Designer	Remuneration for one staff for 1 (one) month: INR	36 months for 50% time deployment	
19.	Content Developer / Coordinator	Remuneration for one staff for 1 (one) month: INR	36 months for 50% time deployment	
Tota	l Cost for Total Indicative Quantity i	n INR (excluding taxe	es)	INR (amount in words)

Table 2: Rate Card for Services as per requirement of DOT (with prior approval of DOT)

SI. No.	Description	Cost per Unit in INR (excluding taxes)
		A
Anne de la company de la compa	osts pertaining to Adaptation of Creatives	
	: Rate of adaptation of creatives shall be as per DAVP / Di ot available, then the below-mentioned rates shall be used	
20.	Adaptation of any creative to a Print Creative	Cost for adaptation of 1 (one) creative to a Print Creative: INR
21.	Adaptation of any creative to a Digital Media Creative	Cost for adaptation of 1 (one) creative to a Digital Media Creative: INR
22.	Adaptation of any creative to an Outdoor Media Creative	Cost for adaptation of 1 (one) creative to an Outdoor Media Creative: INR
E. Co	sts pertaining to Translation	
23.	Translation to International Languages (for e.g. Mandarin, French, German, Italian, Spanish, Russian Japanese etc.)	Cost for translation per word to International Languages: INR
24.	Translation to Indian Languages	Cost for translation per word to regional Indian Languages: INR

Note: Please submit Table 1 and 2 on <u>publicity@maharashtratourism.gov.in</u> in pdf format and submit the hardcopy to Directorate of Tourism, Mumbai Head office.

# **Annexures**

#### 7. Annexure I - Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref:

Date: \_\_\_\_\_\_

Bank Guarantee No.: \_\_\_\_\_

To

The Director (Tourism)
Directorate of Tourism, Government of Maharashtra
Apeejay House, 4<sup>th</sup> Floor,
3 DinshawVacha Road,
Churchgate, Mumbai-400020.

Dear Sir.

PERFORMANCE BANK GUARANTEE - For < Project Name>

#### **WHEREAS**

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated ....... (Hereinafter, referred to as "Contract") with you for "<*Project Name>*" in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims

under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till 180 days after completion of the Contract Period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 6 months after the completion of Contract Period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against DOT; and For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 days after the End of Contract Period; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 180 days after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Dated	this	Day	2020.
Yours faithfully,			
For and on behalf of the		Bank,	
(Signature)			
Designation			
(Address of the Bank)			
Note:			

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

#### 8. Annexure II - Format for CV of the Proposed Resources

#### 8.1. Team Composition

The SUCCESSFUL BIDDER shall deploy an appropriate team consisting of members, which will be at least as per the below mentioned requirements:

- 1. Each member of the team must be a full-time employee of the bidder.
- 2. The bidders will undertake not to sub-contract any part of this scope of work to third parties.
- 3. The team shall be deployed on an exclusive basis; no full-time resource deployed under this project will work on any other engagement and a declaration for the same to be provided.
- The bidders cannot hire from existing resources deployed with DOT during the tenure of the project, unless receipt of written request to the SUCCESSFUL BIDDER from authorized personnel from DOT.
- 5. The minimum qualifications and minimum experience will be as follows:

S. No.	Key Personnel	Educational Qualification and Work Experience	Type of Resource and deployment
		<ul> <li>a) Minimum graduate with 15 years experience in media/Public relation/and related field.</li> </ul>	
1	Team Leader / Media Manager	<ul><li>b) MBA/ Masters degree in Literature /Journalism/ Public Relations/ Communication</li></ul>	Part-time (50%)
		<ul><li>c) Knowledge of English/ Marathi/ Hindi is essential.</li></ul>	
	Senior Public Relations Executive	<ul> <li>a) Minimum graduate with 8 years experience in media/Public relation/and related field.</li> </ul>	
2		b) Bachelor/ Masters degree in Literature/ Journalism/ Public Relations/ Communication	Full-time
		<ul><li>c) Knowledge of English/ Marathi/ Hindi is essential.</li></ul>	
		<ul> <li>a) Bachelor/Masters degree in Literature/ Journalism / Public Relations/ Communication or equivalent</li> </ul>	
3	Media Copy / Content Writer / Translator	<ul> <li>b) 5 years overall experience in Media industry with at least 1 year experience in media / Copy content management</li> </ul>	Full-time
		<ul><li>c) Knowledge of English/ Marathi/ Hindi is essential.</li></ul>	

4	Visual Media Expert / Designer	<ul> <li>a) Bachelor/Masters degree in Journalism/Public Relations/ Communication or equivalent</li> <li>b) 5 years' experience in Media industry with at least 1 year experience in visual media / TV / designing of marketing material</li> <li>c) Knowledge of English/ Hindi is essential. Knowledge of Marathi is preferable.</li> </ul>	Part-time (50%)
5	Content Developer / Coordinator	<ul> <li>a) Minimum graduate with 3 years experience in Media Industry.</li> <li>b) Bachelor/ Masters degree or equivalent in Photography / Videography / Literature/ Journalism/ Public Relations/ Communication</li> <li>c) Knowledge of English/ Hindi is essential. Knowledge of Marathi is preferable.</li> </ul>	Part-time (50%)

- 6. The CVs of resources have to be submitted along with bid documents for technical evaluation. As per requirement of the SUCCESSFUL BIDDER. DOT reserves the right to approve/ask for replacement of these CVs.
- 7. The SUCCESSFUL BIDDER must deploy the following two (2) resources full time at the DOT office for regular coordination and communication
  - i. Senior Public Relations Executive
  - ii. Media Copy / Content Writer / Translator

The rest of the team may be based out of the Mumbai office of the SUCCESSFUL BIDDER, and they must be available for regular meetings and discussions with DOT as and when required.

8. If the SUCCESSFUL BIDDER would like to deploy any of the above resources as non-full-time resources, the time allocation for such deployment will be considered as 22 days for every 1 man-month.

#### 8.2. Format of CV for the proposed resources

1.	Proposed Position	
2.	Name of Firm:	
3.	Name of Staff:	
4.	Date of Birth	
5.	Nationality	

6.	Education					
Name of Institution Degree(s) or D		iploma(s) o	btained:	Date		
7.	Membership in Profession	nal Associations	s/ Trainings	attended		
8.	Countries of Work Experie	ence:				
India						
9.	Languages					
Lang	guage	Read		Write	Speak	
10.	Employment Record:					
FRO	M:			TO:		
EMP	LOYER					
POS	TION/S HELD					
FRO	M:			TO:		
EMP	LOYER					
POS	TION/S HELD					
11.	11. Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned					
	Name of assignment or proj	ect:				
	Year:					
	Location:					
Client:						

	Main project features:	
	Position/s held:	
	Activities performed:	
	•	
	Name of assignment or project:	
	Year:	
	Location:	
	Client:	
	Main project features:	
	•	
	Position/s held:	
	Activities performed:	
12.	Certification	
		ny knowledge and belief, this CV correctly describes myself, stand that any willful misstatement described herein may lead .
	Date:	
		Full name & Signature of authorized representative:

#### 9. Annexure III - Non-Disclosure Agreement

#### [Company Letterhead]

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the month of [month], [year], between, Directorate of Tourism, Government of Maharashtra on the one hand, (hereinafter called the "DOT") and, on the other hand, [Name of the Bidder] (hereinafter called the "Bidder") having its registered office at [Address]

**WHEREAS** 

- 1. The "DOT" has issued a public notice inviting various organizations for provision of for "Appointment of an Agency for providing Public Relations and Media Coordination support to Maharashtra Tourism";
- 2. The Bidder, having represented to the "DOT" that it is interested to bid for the proposed Project,
- 3. The DOT and the Bidder agree as follows:
  - a) In connection with the "Project", the DOT agrees to provide to the Bidder a detailed document on the Project vide the Request for Proposal document. The Request for Proposal contains details and information of the DOT operations that are considered confidential.
  - b) The Bidder to whom this information (Request for Proposal) is disclosed shall
    - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
    - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information:
    - iii. use the information only as needed for the purpose of bidding for the Project;
    - except for the purpose of bidding for the Project, not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such information; and
    - v. undertake to document the number of copies it makes
    - vi. on completion of the bidding process and in case unsuccessful, promptly return to the DOT, all information in a tangible form or destroy such information
- 4. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any information which:
  - a) was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
  - b) is or becomes publicly known through no wrongful act of the Bidder; or
  - c) Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the information.
- 5. The Agreement shall apply to all information relating to the Project disclosed by the DOT to the Bidder.
- 6. DOT will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
- 7. DOT reserves the right to share the information received from the bidder under the ambit of RTI Act.

- 8. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, on any of the information. Notwithstanding the disclosure of any information by the DOT to the Bidder, the DOT shall retain title and all intellectual property and proprietary rights in the information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by the DOT is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the DOT on any copy of the information, and shall reproduce any such mark or notice on all copies of such information.
- 9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.
- 10. Upon written demand of the DOT, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the DOT forthwith after receipt of notice, and (iii) upon request of the DOT, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
- 11. This Agreement constitutes the entire Agreement between the DOT and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
- 12. Confidential information is provided "As-Is". In no event shall the DOT be liable for the accuracy or completeness of the confidential information.
- 13. This agreement shall benefit and be binding upon the DOT and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
- 14. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory)

Designation:
Date:
Time:
Seal:
Business Address:

10.	<b>Annexure</b>	IV	-	<b>Power</b>	of	Attorney	V
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Know by all men by these presents, We	(Name of the Bidder and address
	constitute, appoint and authorize Mr. /
Ms (name and re	esidential address of Power of attorney holder) who is
presently employed with us and holding the positi	on of
as our Attorney, to do in our name and on our	r behalf, all such acts, deeds and things necessary in
•	or the "Appointment of an Agency for providing Public
• •	harashtra Tourism", including signing and submission of
· •	nses to the DOT, representing us in all matters before
	Il matters in connection with our Proposal for the said
Project.	
, ,	ings lawfully done by our said Attorney pursuant to this things done by our aforesaid Attorney shall and shall
	For
	Name:
	Designation:
	Date:
	Time:
	Seal:
	Business Address:
Accepted, (Signature)	
(Name, Title and Address of the Attorney)	

#### Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Rs.100/- stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

#### 11. Annexure V - Declaration of Data Security

< to be signed along with the Agreement>

To

The Director (Tourism)
Directorate of Tourism, Government of Maharashtra
Apeejay House, 4<sup>th</sup> Floor,
3 DinshawVacha Road,
Churchgate, Mumbai-400020

Sub: Declaration of data security for Appointment of an Agency for providing Public Relations and Media Coordination support to Maharashtra Tourism

Dear Sir,									
We		Who	are	established	and	reputable	bidder	having	office
at [	Oo hereby certify	that D	OT:	shall have abs	solute	right on the	digital	data and	output
products processed / pr	roduced by us. \	We sha	all be	responsible	for se	curity / safe	custod	y of data	during
processing.									

We also certify that the data will not be taken out of DOT's premises on any media. The original input data supplied to us by Survey Bidder/ DOT and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of DOT. We shall abide by all security and general instructions issued by DOT from time to time.

We also agree that any data from our computer system will be deleted in the presence of DOT official after completion of the project task.

Thanking you,

Yours faithfully,

Bidders Representative and designation

#### 12. Annexure VI - Agreement Format

<to be entered into with DOT with respect to the scope of work mentioned in section 3 of this RFP)

**THIS AGREEMENT** made the ..... day of ...... 2017 BETWEEN DIRECTORATE OF TOURISM, GOVERNMENT OF MAHARASHTRA having its office at Apeejay House, 4<sup>th</sup> Floor, 3 DinshawVacha Road, Churchgate, Mumbai-400020. (hereinafter referred to as "DOT") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

#### AND

M/s <Name of the Bidder>having its office at <office address of the bidder> which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns of the Second Part.

WHEREAS the contractor has tendered for providing services to DOT (insert as relevant) as per the terms and conditions mentioned in the Request for Proposal (from herein after referred to as "RFP") "Appointment of an Agency for providing Public Relations and Media Coordination support to Maharashtra Tourism" dated < date of release of RFP> and the all subsequent corrigendum's published document, as per the Commercial Bid submitted in response to the RFP dated < date of release of RFP>. Whereas such tender has been accepted and the contractor has provided Bank Guarantee to DOT (insert as relevant), Mumbai for the sum of Rs. < amount of the bid>.

#### **NOW IT IS HEREBY AGREED** between the parties hereto as follows:

The contractor has accepted the contract on the terms and conditions set out in the RFP No: <Ref no of RFP> issued on <date of issue of RFP> and all subsequent communications through letters / emails and clarifications/corrigendum issued which shall hold good during period of this agreement.

Refund of deposit shall be based on the timelines, terms and conditions as has been specified in the RFP/LoI and shall form a part of the contract. In absence of any timeline specified the deposit shall after the expiration of 180 days from the date of completion of the contract, be returned to the contractor but without interest and after deducting there from any sum due by the contractor to DOT (INSERT AS RELEVANT) under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of *<duration of the contract>* from the date of entering into the contract, but DOT (INSERT AS RELEVANT) may cancel the contract at any time upon giving 30 days' notice in writing without compensating the contractor.

All terms and conditions as specified in the RFP, clarifications / corrigendum issued in regards to the RFP <*ref no RFP*> as has been mentioned above in the document shall stand enforce unless has been expressly agreed to in writing by both the parties.

IN WITNESS whereof the said Contractor hath set his hand hereto and DOT (INSERT AS RELEVANT) has affixed his hand and seal thereto the day and year first above written.

By	Signed, sealed and delivered <b>By</b>
Contact Person For and on behalf of Directorate of Tourism— Maharashtra	For and on behalf of M/s < Name of Bidder>
Witnesses:	Witnesses:
(1)	(1)
(2)	(2)