



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

Request for Proposal (RFP)

for

**Selection of an Agency for Branding, Media Planning, Creative
Content and Digital Media support to Maharashtra Tourism**

24.11.2020

Directorate of Tourism, Government of Maharashtra
Apeejay House, 4th Floor, 3 Dinshaw Vachha Road,
Near K.C College, Churchgate, Mumbai-400 020.
Tel No: (022) 68180965/45/47
Website: www.maharashtratourism.gov.in

E-TENDERNOTICE

INVITATION OF TENDER FOR SELECTION OF AN AGENCY FOR THE BRANDING, CREATIVE CONTENT AND DIGITAL MEDIA SUPPORT TO MAHARASHTRA TOURISM AS A PART OF ITS MARKETING, PROMOTION AND PUBLICITY ACTIVITIES FOR THE DIRECTORATE OF TOURISM, GOVERNMENT OF MAHARASHTRA.

The Directorate of Tourism, Government of Maharashtra intends to appoint an Agency for providing integrated support to Maharashtra Tourism for its 'Branding, Media Planning, Creative Content and Digital Media management' 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 24.11.2020 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 16.12.2020 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. 3,00,000/-
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
3. 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

1. DOT hereby invites Proposals from reputed, competent and professional Agencies, who meet the Pre-qualification as specified in this bidding document for the “Selection of an Agency for Branding, Media Planning, Creative Content and Digital Media 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 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.
6. 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	24/11/2020.
2.	Name of the project	RFP for “Selection of an Agency for Branding, Media Planning, Creative Content and Digital Media support to Maharashtra Tourism”
3.	Project Period	Three Years starting from the Actual date given in the work order extendable by an additional 2 years depending on performance evaluation by DOT
4.	Bid Procedure	Two Part (Technical & Financial), Open competitive bid
5.	RFP Document Download Start Date & Time	24/11/2020 at 11:00 HRS (IST) to

Sr. No.	Particular	Details
		16/12/2020 till 13:00 HRS
6.	Website for downloading Tender Document, Corrigendum's, Addendums etc.	https://mahatenders.gov.in
7.	Last Date for submitting pre-bid queries as per the format given in section 4.6. Pre-bid queries to be submitted only over email to publicity@maharashtratourism.gov.in	Pre-bid session will be held via Online Conference considering the COVID-19 situation on 02/12/2020, 14:00 Hrs. All the bidders, who are intending to attend Pre-bid meeting shall communicate their contact details on publicity@maharashtratourism.gov.in before 01/12/2020, 15:00 Hrs. Accordingly, details of Online Conference will be shared to all the intending bidders.
8.	Last date (deadline) for Submission of bids	16/12/2020 till 13:00 HRS
9.	Date and time of opening of Technical bids	17/12/2020 after 14:00 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, 4 th 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. 3,00,000/- (Rupees Three Lakhs 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 and integrated Branding, Media Planning, Creative Content and Digital Media 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 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

The joint ventures and subcontracting are not allowed for the scope of this RFP. However, the bidders are allowed to form consortiums subject to following conditions:

1. **The number of Consortium members cannot exceed two, including the Lead Member.**
The Consortium partnership can be allowed only for the highlighting the project experience as mentioned in pre-Qualification & technical evaluation criteria and execution of the project specific work
2. Only the Lead Member will submit the Proposal and sign the Contract with DOT.
3. All the consortium members including Lead bidder are Jointly & Severally responsible for execution of the Contract
4. No Consortium member can be a part of more than one Consortium. Only one Bid will be allowed from a Consortium. The partners of a Consortium are not allowed to bid individually
5. All the signatories of the Joint Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director or Board resolution and authorization letters of Board of Directors of the Companies.
6. Each Consortium member shall execute and submit along with the respective Pre-qualification Proposal, a registered power of attorney in favor of the Lead Member which shall inter-alia, authorize the Lead Member to act for and on behalf of such member of the Consortium and do all acts as may be necessary to or for the performance under the contract.
7. The Consortium Agreement shall provide at least the following information in respect of the Consortium member that the Bidder will engage to provide any of the services required under this RFP.
 - a. Brief description of nature of products/services to be provided by Consortium member;
 - b. Head and Branch offices (if responsible for work under the contract) (provide mailing addresses, phone, fax and email);
 - c. Date, form and state of incorporation of each Consortium member;
 - d. Contract Administrator (Name, business address, fax, phone and email address of individual responsible for administering any Contract that might result from this RFP);
 - e. Company Principals (Name, title and business address); and,

- f. Current or prior successful partnerships with proposed Consortium member including Client reference (Contact name, phone number, dates when services were performed).
8. The Consortium Agreement concluded by the Lead Member and Consortium member(s) should also be addressed to DOT clearly stating that the Agreement is applicable to the contract executed out of this RFP and shall be binding on them for the Contract Period. Notwithstanding the Agreement, the responsibility of completion of job under the contract will be with the Lead Member.
9. Change in members of the Consortium of the successful Bidder anytime during the Contract will be allowed only with prior approval of DOT. However, in this scenario, the lead member shall provide the new consortium member with equivalent or higher capabilities.
10. The Lead Member shall be solely liable to and responsible for all obligations towards DOT for performance of works/services including that of its partners/associates under the contract

2.6. Completeness of Response

1. 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 Section 4.6. 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.
2. 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. 3,00,000 (Rupees Three Lakhs 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 in Annexure 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 Section 4 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 of 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 Section 6 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.
2. 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 pre-qualification 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 Section 2.25 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 Section 2.25 of the RFP.
5. In the second stage, Technical Proposals of those Bidders, who 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

1. 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 Section 2.25 of 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.
8. The DOT has adopted two stages of bidding process **Quality & Cost based Selection (QCBS)** (referred to as the “Bidding Process”) for selection of the Bidder for award of the work. The Bidder will be selected under the method described in Section 2.31 of this RFP.

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	The bidder, or, incase of a consortium all members of the consortium must be 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	<ul style="list-style-type: none"> • Certificate of Incorporation / Registration / Partnership deed; and • GST Registration certificate issued by

S.No	Basic Requirements	Eligibility Criteria	Document to be submitted
		registered under Companies act 1956 or 2013, public limited company registered under Companies act 1956 or 2013, Government-owned Companies.	<ul style="list-style-type: none"> • GSTN authorities; and • PAN Card.
PQ2	Presence	The bidder, or incase of a consortium the lead bidder should have a fully functioning office in Mumbai	<ul style="list-style-type: none"> • A self-certification on the letterhead of the bidding agency listing the office in Mumbai
PQ3	Financial Capacity	<ol style="list-style-type: none"> 1. The bidder, or incase of a consortium the lead bidder must have attained following revenues from Content Creation and Social/Digital Media work for the last 3 (Three) financial years – <ul style="list-style-type: none"> • Average Annual Turnover equivalent to INR 5 Crore or more 2. The bidder, or incase of a consortium the lead bidder should also have a positive net worth for the last 3 (Three) financial years 	<ul style="list-style-type: none"> • Copy of the audited Balance Sheet and Profit & Loss Statement of the company for the last 3 (Three) financial years • Certificate from the Statutory Auditor / Chartered Accountant clearly stating the average annual turnover, and net worth, in the format provided in Section 4.3
PQ4	Existence	The bidder, or incase of a consortium the lead bidder must have been in operation for a minimum period of 5 years, as on 1st April 2020, undertaking Media Planning, Branding, Content Creation and Social/Digital Media management. Preferably in the areas of Tourism, Travel, and/or Hospitality Industry/ Culture / Entertainment/sports.	<ul style="list-style-type: none"> • A letter in the format provided in Section 4.4, signed by the Authorized Signatory of the Bidder and certified by the Statutory Auditor.
PQ5	Experience	The bidder, or incase of a consortium any member of the consortium must have completed/or have in progress, projects for Central Government or PSU or State Government or Tourism / Travel / Hospitality industry/ Culture / Entertainment/sports in Branding, Media Planning And/or Creative content creation And/or Social/Digital Media management, in the last 3 years: <ul style="list-style-type: none"> • 3 projects each of atleast INR 10 Lacs, or 	<ul style="list-style-type: none"> • Details of cited projects in the format provided in Section 5.3 • Work order + Completion Certificates for completed projects or Substantial Completion Certificate for ongoing projects issued by the client • In case bidder is

S.No	Basic Requirements	Eligibility Criteria	Document to be submitted
		<ul style="list-style-type: none"> 2 projects each of atleast INR 15 Lacs 	submitting information for ongoing project/s the project must have achieved a value equivalent to at least 50% of the project value to be considered substantially completed projects Note: <ul style="list-style-type: none"> Copy of Work Order and Client certificate signed by a competent authority should clearly mention the scope and project value. In case of ongoing project, the work order should not have been issued after 31 March 2020.
PQ6	Blacklisting	The bidder, or, incase of a consortium all members of the consortium, should 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.
PQ7	EMD	The bidder or incase of a consortium the lead bidder 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.
2. 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.
3. 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 pre-qualification 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	<p>The bidder, or incase of a consortium, consortium members together must have experience in Creative content creation undertaken for Central Government / PSUs / State Government / Tourism / Travel / Hospitality Industries/ / Culture / Entertainment/sports</p> <table border="1" style="width: 100%;"> <thead> <tr> <th>Description</th> <th>Marks Assigned</th> </tr> </thead> <tbody> <tr> <td>2 projects</td> <td>5</td> </tr> </tbody> </table>	Description	Marks Assigned	2 projects	5	10	<ul style="list-style-type: none"> • Details of cited projects in the format provided in Section 5.3 • Work order + Completion Certificates for completed projects or Substantial Completion Certificate for ongoing projects issued by the client • In case bidder is submitting information
Description	Marks Assigned						
2 projects	5						

3-4 projects	7
5or more projects	10

for ongoing project/s the project must have achieved a value equivalent to at least 50% of the project value to be considered substantially completed projects

Note:

- Copy of Work Order and Client certificate signed by a competent authority should clearly mention the scope and project value.
- In case of ongoing project, the work order should not have been issued after 31 March 2020.

TQ2

The bidder, or incase of a consortium, consortium members together must have experience in **Social / Digital Media management** services undertaken for Central Government / PSUs / State Government / Tourism / Travel / Hospitality Industries / Culture / Entertainment/sports

Description	Marks Assigned
2 projects	5
3-4 projects	7
5or more projects	10

10

- Details of cited projects in the format provided in Section 5.3
- Work order + Completion Certificates for completed projects or Substantial Completion Certificate for ongoing projects issued by the client
- In case bidder is submitting information for ongoing project/s the project must have achieved a value equivalent to at least 50% of the project value to be considered substantially completed projects

Note:

- Copy of Work Order and Client certificate signed by a competent authority should clearly mention the scope and

			<ul style="list-style-type: none"> project value. In case of ongoing project, the work order should not have been issued after 31 March 2020. 								
<p>TQ3</p>	<p>The bidder, or incase of a consortium, consortium members together must have experience in Media Planning, Branding services undertaken for Central Government / PSUs / State Government /Tourism/ Travel/Hospitalityindustries/Culture/Entertainment/sports</p> <table border="1" data-bbox="303 712 901 1008"> <thead> <tr> <th>Description</th> <th>Marks Assigned</th> </tr> </thead> <tbody> <tr> <td>2 projects</td> <td>5</td> </tr> <tr> <td>3-4 projects</td> <td>7</td> </tr> <tr> <td>5or more projects</td> <td>10</td> </tr> </tbody> </table>	Description	Marks Assigned	2 projects	5	3-4 projects	7	5or more projects	10	<p>10</p>	<ul style="list-style-type: none"> Details of cited projects in the format provided in Section 5.3 Work order + Completion Certificates for completed projects or Substantial Completion Certificate for ongoing projects issued by the client In case bidder is submitting information for ongoing project/s the project must have achieved a value equivalent to at least 50% of the project value to be considered substantially completed projects <p>Note:</p> <ul style="list-style-type: none"> Copy of Work Order and Client certificate signed by a competent authority should clearly mention the scope and project value. In case of ongoing project, the work order should not have been issued after 31 March 2020.
Description	Marks Assigned										
2 projects	5										
3-4 projects	7										
5or more projects	10										
<p>TQ4</p>	<p>The bidder, or incase of a consortium, consortium members together must have experience in Media Planning, Branding, Content Creation and Social/Digital Media management for any Government Authority, in India, in the Tourism / travel / Hospitality sector such as Ministry of Tourism (GOI), Any State Tourism Board / Tourism Corporation / Tourism Department Hospitality industries /Culture/Entertainment/sports</p>	<p>15</p>	<ul style="list-style-type: none"> Details of cited projects in the format provided in Section 5.3 Work order + Completion Certificates for completed projects or Substantial Completion Certificate for ongoing projects 								

	Description	Marks Assigned		<ul style="list-style-type: none"> issued by the client In case bidder is submitting information for ongoing project/s the project must have achieved a value equivalent to at least 50% of the project value to be considered substantially completed projects <p>Note:</p> <ul style="list-style-type: none"> Copy of Work Order and Client certificate signed by a competent authority should clearly mention the scope and project value. In case of ongoing project, the work order should not have been issued after 31 March 2020. 										
	No project	0												
	1 project	5												
	2-3 projects	10												
	4or more projects	15												
<p>TQ5</p>	<p>Credentials and qualifications of team identified to service the account of DOT as provided in Section 8.1</p>		10	<ul style="list-style-type: none"> Relevant documents for educational qualifications and experience of proposed team members to be cited in the format provided in Section8.2 										
	<table border="1"> <thead> <tr> <th data-bbox="300 1200 692 1317">Description</th> <th data-bbox="692 1200 903 1317">Marks Assigned</th> </tr> </thead> <tbody> <tr> <td data-bbox="300 1317 692 1397">Team Leader / Brand Strategist</td> <td data-bbox="692 1317 903 1397">4</td> </tr> <tr> <td data-bbox="300 1397 692 1469">Digital Media Experts</td> <td data-bbox="692 1397 903 1469">2</td> </tr> <tr> <td data-bbox="300 1469 692 1541">Design & Creative Experts</td> <td data-bbox="692 1469 903 1541">2</td> </tr> <tr> <td data-bbox="300 1541 692 1639">Content Developer / Coordinators</td> <td data-bbox="692 1541 903 1639">2</td> </tr> </tbody> </table>	Description	Marks Assigned	Team Leader / Brand Strategist	4	Digital Media Experts	2	Design & Creative Experts	2	Content Developer / Coordinators	2			
Description	Marks Assigned													
Team Leader / Brand Strategist	4													
Digital Media Experts	2													
Design & Creative Experts	2													
Content Developer / Coordinators	2													
<p>TQ6</p>	<p>The bidder, or incase of a consortium, any member of consortium must have received National / International level award/s for Work in Branding, Media Planning / Campaigns, Content Creation, Digital/Social Media Management from reputed organization/s</p>		15	<ul style="list-style-type: none"> Award Certificate/s in the name of the bidding agency 										
<p>TQ7</p>	<p>Approach and Methodology of the Applicant (evaluated through presentation by the Applicant)</p>		30	<ul style="list-style-type: none"> Presentation 										

Description	Marks Assigned
Strategy and plan for branding, Creative content creation and social/digital media campaign for Maharashtra Tourism for the tenure period	5
Sample Creative material as detailed below to promote Maharashtra Tourism: <ul style="list-style-type: none"> • A set of four print creatives with copy writing and catchy punch-lines on the theme of “Beach Tourism”. • Recorded 1 radio spot of 30 sec. on the theme of “Forts”. • 1 sample logo for an event titled “Unexplored Maharashtra”. 	10
Types of clients / brands handled in the past.	5
Case studies of high impact Campaigns handled (to be substantiated with impact created) 2 marks each subject to maximum 10 marks	5
Innovative ideas and suggestions	5
Total Marks	100
Minimum Technical Experience Score to be obtained by the Bidder	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 Section 8.1. 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 Section 8.2 (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.
5. 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/Team Leader 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 signed 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.
2. The Financial proposal shall be submitted online and digitally signed in the formats provided in Section 6 (Guidelines for Financial Proposal) clearly indicating the total cost of the work, in Indian Rupees.
3. In the event of a difference between the arithmetic total and the total shown in the Financial proposal the lower of the two shall prevail. Financial Bid comprising of the Price Bid to be uploaded on e-tendering Portal (<https://mahatenders.gov.in>) in the prescribed format.
4. The financial bid shall be opened in the second stage for the technically qualified bidders and the total lump-sum cost indicated in the Financial Bid shall be considered. The financial scores would be normalized on a scale of 100, with the lowest score being normalized to 100 and the rest being awarded on a pro rata basis. The individual bidder's financial scores are normalized as per the formula below:

$FS = (F_{min}/F_b) * 100$ (rounded off to 2 decimal places), where,

FS= Normalised financial score for the bidder under consideration

F_b= Absolute financial quote of the bidder under consideration

F_{min}= Minimum absolute financial quote among the technically qualified bidders

5. Proposals will be finally ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = (TS * Tw) + (FS * Fw)$$

Where

S = Composite Score

Ts= Technical Score evaluated as per the criteria of evaluation of the Technical Bid

Fs= Financial Score evaluated as per the criteria of evaluation of Financial Bid

Tw(technical weightage) and Fw (Financial Weightage) are weights assigned to **Technical Proposal (70%) and Financial Proposal (30%)**

6. The bidder with the highest composite score will be considered as the successful bidder and shall be awarded the contract.
7. If the final score (S) is same for bidders, then successful bidder will be selected on higher technical score (Ts). The selection rights will be reserved with Tender Evaluation Committee.
8. All charges including administrative cost, monthly salaries/ wages and benefits to the staff, and taxes, if any (GST excluded in the price bid) to be included in the Financial Proposal. No other charges will be payable to successful bidder other than the mentioned in the Financial bid.
9. While submitting the Financial bid, the Bidder shall ensure the following:
- i. The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial RFP, it shall be considered non-responsive and liable to be rejected.
 - ii. GST will be reimbursed to the service provider as per actual. All payments to firm shall be subject to deduction of taxes at source as per Applicable Laws. It is the responsibility of the bidder to clearly identify all costs associated with any services as per the RFP Document and submit the total cost in the Financial Bid.
 - iii. That the "Contractor/Service Provider" shall account for the Minimum Wages, fringe benefits and administrative Charges/ professional charges as well as the maintenance charges as per the rate quoted in the Financial Proposal.
 - iv. Prices quoted will be firm for the period of Contract period

2.32. Negotiations

DOT reserves the right to carry out negotiations with the Shortlisted 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

- i. The bidder achieving the highest composite score will be considered to be the successful bidder and will be invited for contract signing (the “Successful” bidder).
- ii. DOT shall notify the successful bidder, through a Letter of Award (LoA), that its bid has been accepted. The letter of award will be accompanied by the proforma for contract, incorporating all agreements between the parties.
- iii. Within 15 (fifteen) days of issue (LoA) of the Letter of Award, the successful Bidder shall sign the contract and deploy the man-power within 07 (seven) days of signing the agreement, failing which the LoA/Work order will be liable for cancellation.

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.
5. 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, value delivered to DOT, quantifying the engagement, impact assessment across the various mediums, 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 Agency in Indian Rupees. The 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 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 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 Agency, as may be deemed fit by the Department of Tourism, Government of Maharashtra.

2.38. Termination

DOT may terminate the Contract of the 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 of 30 days before terminating the Contract of the Agency.

2.39. Dispute Settlement Mechanism

1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in Section 2.39 (2) below.

2. Arbitration

In event of any dispute or difference between DOT and the Agency, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Principal Secretary, Department of Tourism on the recommendation of the Principal Secretary, Law and Judiciary Department, Government of Maharashtra. The provision of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The Venue of such arbitration shall be at Mumbai or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on DOT and the Agency. The cost of the arbitration shall be shared equally by DOT and the Agency to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

Pending the submission of and /or decision on a dispute, difference or claim or until the arbitral award is published; DOT and the Agency shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

3. Jurisdiction

The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and are in force for the time being are applicable to this contract tender.

In case of any dispute, jurisdiction shall be a court in the Mumbai only.

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 agency for complete branding and marketing solutions and digital media management at a national and international level for Maharashtra Tourism.

The DOT wishes to undertake international as well as domestic Media Campaigns - print, electronic, outdoor and online (digital and social media), under the Maharashtra Tourism brand line in key source markets across the world. The objective of the Campaigns is to generate awareness about the tourism products and destinations of the state, to promote Maharashtra as a preferred tourist destination in the source markets overseas and to increase Maharashtra's share of the global tourism market.

This project aims at providing high quality creative content in English, Hindi, Marathi and other International and Indian regional languages so as to provide an immersive and engaging content to the intended target audience of Maharashtra Tourism across various media. The project also includes managing and engaging potential tourists on various digital and social media platforms for the effective marketing of 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 Branding, Media Planning & strategy, Creation of Creative Content activities, Digital Media Management 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

The scope is specified below. It is to be noted that the roles & responsibility of the Agency will be inclusive but not limited to the following. The Agency will be required to carry out all activities and perform roles & responsibility to meet the objective of engagement with tourists / potential tourists. The agency shall be required to utilize back-end infrastructure like production facility/recording studio/etc. along with back-end experts like creative content writers, graphic designers, voice-over experts, animation and translation services etc. Necessary cost for the infrastructure/back-end experts (if any) should be included in the financial bid by the Bidder.

3.3.1. Information Management across platforms

1. The Agency shall be responsible for the content creation, uploading, dissemination and distribution across the various platforms such as website, mobile App, marketing mediums, social media platforms etc. for DOT. It shall be the primary responsibility of the agency to ensure that the content and communication across platforms adheres to the overall branding and marketing objectives of DOT and is of the standard and quality as is expected for a State Governmental authority internationally.

2. The Agency would work in close coordination with other agencies commissioned by the Directorate of Tourism for the development of its Website, Public Relations, event management agencies, advertising agencies etc. as directed by DOT
3. The Agency would be responsible for research on new technologies or platforms for branding, marketing and advertising; and provide guidance for its implementation and effective use by the DOT
4. The Agency would provide a marketing and branding vision for three years, to align with promotional efforts of the Maharashtra Tourism in India and overseas markets. Moreover, media campaigns of the DOT undertaken both in the domestic and overseas markets to position Maharashtra in the league of must-see destinations in the world. The Agency and the media planning and monitoring agency shall work in tandem as per the requisite directions issued by DoT.
5. There are multiple channels to cater to varying demography and different interests of the travellers/tourists. All these channels must have "single source of truth" & should have uniform fulfillment processes. These channels would also cover services rendered by DOT and its processes, products, stakeholders, destinations etc. The communication around these shall also be made available by the Agency and could be used for any channel as per the need. The idea is to integrate the various channels in order to make a comprehensive strategy for an integrated communication. This recognizes various channels for engagement and combines them to provide clarity, consistency, and maximum communication impact. The main channels identified are:
 - Digital media
 - Social media
 - Website
 - Mobile Application
 - Mainstream media such as Print, OOH, TV, Radio etc.

3.3.2. Scope of Work for Branding

1. The selected agency will be responsible for the overall branding of Maharashtra Tourism across all mediums which can help in promoting tourism in the state
2. Market Analysis and developing marketing strategies
3. Identifying traveller characteristics and target audience
4. Structuring and implementing advertising campaigns
5. Design, Develop and Maintain a Brand Roadmap & Vision for Maharashtra Tourism including communication plans
6. The brand road map should identify the appropriate positioning platform vis-à-vis other competitive market players such as Kerala, Goa, Rajasthan in India and Singapore, New Zealand, Switzerland internationally.
7. The positioning strategy should recommend a brand promise of Maharashtra Tourism with adequate reasoning & research.

8. The bidder must plan, design and launch ADVERTISING campaign of brand Maharashtra Tourism across -Print, OOH, Television, Radio, Digital media, Social media etc. mediums as discussed and approved by DOT
9. The bidder can submit with rationale, different phases of mass media creative campaign based on seasons, target audience, destination group etc.

3.3.3.Scope of Work for Media Planning

1. The Agency shall be responsible for the conceptualisation, creation, development and implementation of Information, Education and Communication (IEC): Conceptualize and develop Information, Education and Communication (IEC) materials for Radio, TV, Print, Digital etc. mediums in different formats like spots/ jingles, Cinema ads, short films/ documentaries, training films, interactive shows, audio visual material in any other formats as per requirement.
2. The agency should create and implement (post approval of DOT) the overall IEC strategy and campaign roll out plan initially and review it with the client on monthly basis.
3. Understanding requirements of Directorate of Tourism (DOT), Government of Maharashtra in terms of effective media campaign – Long Term and Short-Term Goals, Generic campaigns & Theme/Event centric short campaigns.
4. Media Planning, Placing and Releasing in discussion with DOT officials and its nominated / empanelled agencies
5. Based on a comprehensive understanding of the target audience in the different source markets, the Agency will develop a detailed, focussed, cost effective & Innovative Media Planning for key markets based on fresh market research or previous studies & surveys and suggesting ideal media such as TV, Print, Radio, Outdoors, Digital, etc.
6. The Agency will advise the Maharashtra Tourism on various aspects relating to Media Planning including:
 - i. An overview of the existing situation and an effective plan on the way forward for Maharashtra Tourism Campaigns, based on available market research analysis.
 - ii. Identification of target priority markets, segments and audiences, rationale, approach, etc.
 - iii. Selection and finalization of Media Vehicles for the different markets and segments, based on available media research on reach and impact.
 - iv. Allocation of available budget to the different Media Vehicles customised for the different target markets based on available market research findings.
 - v. Most appropriate schedules for release of campaigns in different markets.
 - vi. Most effective use of digital media platform for content creation partnership.
7. **Research Activities:** The agency will in addition carry out research related activities. These activities will include KAP studies, Baseline studies, media habits studies, pre-test, effects after release, monitoring of communication campaign, concurrent tracking studies etc.

3.3.4.Scope of work for Creative Content

1. Conceptualize, design and other press work for the IEC print materials like brochures, booklets, primers, advertorials, guidelines, folders, leaflets, posters, calendars, annual reports, booking/reservation tickets, postal stationeries, souvenirs, collectibles, merchandise etc.
2. Conceptualize and design material for outdoor IEC activities like hoardings, bus/train panels, bus shelters, panels & posters in Public Places, Bus stations, railway stations and airports, illuminated signage, wall paintings, display panels, other exhibition materials etc.
3. Conceptualize and design IEC materials for dissemination of information through digital and social media and innovative mediums like DOT Website, Mobile app, web pages, internet, and mobile telephone and for interpersonal communication.
4. The selected agency is required to undertake the responsibility of content creation for website and mobile app of Maharashtra Tourism in close coordination with the Website Development Agency and PR Agency under the overall instructions and supervision of the DOT. The work of the agency includes:
 - i. Creation and addition of new textual content on a regular basis, so as to refresh the content on the website.
 - ii. Editing and updating existing textual content on the new Maharashtra Tourism Website and Mobile App.
 - iii. Identifying, moderating and managing User Generated Content* (UGC) e.g. articles, photographs and videos obtained through social media/contests for use on the Maharashtra Tourism Website and Mobile App.
 - iv. Creating content for campaigns including suggesting recognition system and curating / managing content received through UGC on Demand** for use on the Maharashtra Tourism Website and Mobile App.
 - v. Coordinating with DOT to get UGC approved before uploading on the Maharashtra Tourism Website and Mobile App.
 - vi. Translation of Content in English to other international and Indian languages as discussed and decided with DOT.

***UGC (User Generated Content)** can be defined as content populated on the website from various sources like Twitter, Instagram, blogs, etc.

****UGC on demand** refers to user generated content (textual and visual) received on demand from various identified national/ international bloggers, travel writers, instagramers, etc.
5. Conceptualize, design non-traditional and attractive merchandise for different audiences as per requirement.
6. Create communication material as per target group and medium to be used. The agency shall also conceptualise and develop the logo unit incorporating the selected tagline for promotional use
7. The Bidder has to use all the tools under the three categories of ATL (Above the line), BTL (Below the line) and TTL (Through the line).
8. Create multilingual and easy to grasp creatives.

9. Making creatives, artwork include designing layout, copy writing etc. for various fields such as:
- creatives for website and social media posts/videos/TVCs
 - brochures (cover design and text layout)
 - press advertisements
 - standees, scrollers, posters
 - invitation/greeting cards including e-invitations/e-greetings
 - hoardings
 - annual reports
 - corporate brochures/joint brochures for roadshows
 - Diaries (Electronic / Hard-copy formats)
 - Calendars (Electronic / Hard-copy formats)
 - advertorials
 - exhibitions/posters/display materials (including digital display)
 - any other print / production jobs/artwork/design for stalls at exhibition & events
 - any other job assigned by the department (DoT may ask the Agency to develop video content, banners on events, achievements, etc. from time to time)
 - 360 degree/3D views of the destinations and drone views of important destinations
 - 3D designs and cartoons as per the requirement of DoT
10. The Agency shall be responsible for the design and development of creatives and other customised content for all events and festivals organized or participated in by DOT. These may include (but not be limited to) Travel trade fairs, investor meets, roadshows, festivals etc. within India or internationally.
11. Other related and miscellaneous work including, translation in regional or foreign language, correction or any other minor creative work that may be assigned by the Directorate from time to time, including designing of creative promotional material for promoting of Maharashtra as a destination during road shows, events, seminars, conferences etc. development of logos as per the need will also be required
12. Radio Spot: The selected agency will be required to make creative for the Radio spot in the form of script, messages, lyrics, jingle, etc. Designing and Production of audio spots for Radio, will include:
- Creating a script
 - Recording the audio
 - Delivering the final product
13. Study and report the impact of the marketing communication campaigns / strategies implemented by it. A detailed report on each campaign will have to be provided from time to time

14. Developing and producing creatives and videos of up to one-minute duration for campaigns on thematic subjects to be posted on the Social Media handles
15. Keeping advanced photographs & videos for attending all events/programmes of Maharashtra tourism
16. Production of various promotional videos, creatives, etc. including shooting of destinations in Maharashtra and other events as directed by the DoT
17. The Agency is expected to coordinate with PR agency, Event management agency etc. and swiftly execute the creative artwork as per the timelines provided by DoT
18. Keeping track of advanced creatives used in the tourism industry both in India and other global countries. Develop creatives as per the best practices that match with the requirements of Maharashtra Tourism
19. Tracking creatives published by the competitors to Maharashtra tourism on various social media platforms, competitor websites, etc. and to develop/modify accordingly the creatives for Maharashtra tourism
20. Photography & Videography – The agency shall be responsible for photo shoot and video of events listed in the annual event calendar. The agency will also create and manage the photo bank of all destination assets (images, videos, event photos, etc.). In addition, the agency shall make available sufficient cameraman onsite for the duration of the contract. While a list of all Maharashtra Tourism's events/fairs/festivals shall be provided in the event calendar to the successful bidder, there will be last minute requests for covering various meetings, movements & other activities. It is, therefore, critical for the agency to make arrangement as a backup cameraman to cater to last minute requests. Use of required latest high-resolution camera/equipment during work with all required facilities / equipment's.

Note: The photographer deployed at the client site by the agency will be required to travel to various cities to cover the events (List to be finalized in discussion with DOT) on social media (In form of live tweets, posts, pictures, etc.).

The agency shall also be responsible for providing script, voice-over, background music, subtitles, dubbing etc. for any video/s conceptualised and/or implemented for DOT. This includes material created by the agency as well as the material received by DOT from different sources.

3.3.5. Scope of work for Digital Media Management

1. Digital Media Content

One of the key requirements of the DOT is the development and maintenance of the Maharashtra Tourism website and mobile app which requires a huge collection of images and videos in various formats and in different categories such as has those of various attractions, destinations, food & cuisine, art & crafts, festivals, etc. The scope of work for the selected agency for digital media content have been defined below:

- i. **Provide digital images** to the DOT by conducting photo shoots as per the request of DOT. The agency would be required to provide high quality and aesthetically beautiful images of various destinations, wildlife, heritage monuments, events & experiences, hotels/resorts, food and cuisines, art & craft or any other item as

required by the DOT within Maharashtra. The images should be at least 12 megapixels in size and 300 DPI in resolution.

- ii. **Provide digital videos** to the DOT by conducting video shoots as per the request of DOT. The agency would be required to provide high quality and aesthetically beautiful videos of various destinations, wildlife, heritage monuments, events & experiences, hotels/resorts, food and cuisines, art & craft or any other item as required by the DOT within Maharashtra. The videos should be of at least Full HD resolution (1920 x 1080) and should have a minimum frame rate of 25 fps. The DOT can request for videos up to a maximum duration of 3 minutes. The DOT can also request for different versions of the same video, with the versions varying in terms of the length, aspect ratio or down scaling of resolution. Delivery of multiple edits of the same video would be considered as the delivery of one single video and hence payment would be made only for one video.
- iii. **Provide 360 degree images** to the DOT by conducting photoshoots as per the request of the DOT. The agency would be required to provide high quality and aesthetically beautiful 360 degree images of various destinations, wildlife, heritage monuments, events & experiences, hotels/resorts, food and cuisines, art & craft or any other item as required by the DOT within Maharashtra. The 360 degree image should have a resolution of at least 300 DPI.
- iv. **Provide 360 degree digital videos** to the DOT by conducting video shoots as per the request of DOT. The agency would be required to provide high quality and aesthetically beautiful 360 degree videos of various destinations, wildlife, heritage monuments, events & experiences, hotels/resorts, food and cuisines, art & craft or any other item as required by the DOT within Maharashtra. The videos should have a minimum frame rate of 25 fps. The DOT can request for 360 degree videos up to a maximum duration of 3 minutes. The DOT can also request for different versions of the same video, with the versions varying in terms of the length, aspect ratio or down scaling of resolution. Delivery of multiple edits of the same 360 degree video would be considered as the delivery of one 360 degree single video and hence payment would be made only for one 360 degree video.
- v. Perform moderation of images for identifying the best images from amongst a number of images which would be crowd-sourced by the DOT or given to the selected agency by the DOT. The selected agency would be given a brief on the selection criteria for the images by DOT, on the basis of which the selected agency would have to shortlist the images and share those with the DOT for approval. The selected agency would be responsible for verifying the copyright information and the authenticity of the shortlisted images and share only genuine and authentic images with the DOT for final selection.
- vi. The selected agency would be responsible for all the editing and post processing activities to be performed on the digital media (for all types of images and videos) before providing the DOT with the final version of the media within the deadline. No additional time would be provided to the agency, for carrying out various editing and post processing activities.
- vii. The selected agency would be responsible for cataloguing and tagging of all the various types of images and videos and successfully handing over the digital

media and the associated metadata to DOT or to any agency appointed by DOT. The selected agency shall transfer or share any image or video within an agreed upon timeline to DOT whenever DOT requests for the same.

2. Handling Digital Campaigns

- viii. Providing amplification of Digital Marketing Communication and Messaging through planning and execution of a Social Media Marketing activity across media avenues. Providing professional inputs and support in buying of media for Social Media Campaigns for running banners, adverts etc. during the period of contract on themes / subjects to be decided in consultation with the Directorate of Tourism. This would entail assistance and supervision of buying of the media slots by the Directorate of Tourism to ensure best rates and negotiations directly from the media owner or through empanelled agencies by DOT/DGIPR
- ix. Executing and Managing the digital campaigns released by the Directorate including undertaking activities like optimization of campaign, reporting etc.

3. Key Influencer/Blogger Programme

- i. Planning and Executing “Key Influencer Programs” on Social Media platforms.
- ii. The Influencer programs will aim at engaging 50 influencers in the mid and higher segment in the travel and tourism industry; besides complementary endorsements by atleast 100 micro-influencers in the travel and tourism industry.
- iii. The Influencer programs will focus on blogs & forums and other social channels.
- iv. The Influencer programs will need to generate content for social channels and blogs, web listings, directory submissions etc and spread awareness about Maharashtra and the Social Media campaign.
- v. The influencer programme must promote unique tourism experiences and products within the state.

4. Social Media Strategy

Strategize, plan and continuously improvise the Social Media Strategy for Maharashtra Tourism. This includes how to optimize social media as a platform to strengthen Maharashtra Tourism as a brand and Tourism in Maharashtra in general. Proactively engage with DOT to validate the strategy. Furthermore, leverage social media analytics to feedback into the overall strategy. Assess and target key influencers (seeds and drivers of popularity) in the overall strategy.

The agency will be responsible for handling, managing & maintenance of all official social media handles of Maharashtra Tourism. If required, initiation & creation of new social media handles is to be taken up, that also includes prevailing OTT services, existing web online communities pertaining to the tourism sector alongside various other services.

The agency shall be responsible for supporting Maharashtra Tourism for any paid social media activity undertaken by DOT.

List of all official social media handles of Maharashtra, with its followership (as on 6 Oct 2020) is listed below:

Social Media Platform	Handle/Web Link	Followers (As on 6 TH OCT 2020)
Facebook	maharashtratourismofficial	455K
Instagram	maharashtratourismofficial	17.5K
Twitter	maha_tourism	257.6K
Youtube	Maharashtra tourism	4.7k

In addition to the above, the Directorate of Tourism maintains a blog page, google plus and Pinterest account, which needs to be worked on.

5. Social Customer Relationship Management (CRM)

Provide accurate, complete, polite and prompt feedback to user interactions on the social media sites. The bidder shall seek input from department where the feedback requires such information. User interactions shall be replied in the originating language of the user (limited to Marathi, Hindi and English languages only); in all other cases, reply in English language shall be provided.

6. Content Service Provider (CSP)

Create, update and publish content that is photo-rich & video-rich, original, engaging and factually & grammatically correct. Content is medium-agnostic and thus may be text, photo, video, audio, diagram, scanned document etc. The ownership of and right to all content shall be of the DOT.

Content Service Provider services are a large and key aspect of the work. The bidder must provide original creative writing along with original/innovative photo and video coverage, on the social media, beyond existing content available at DOT’s website or in public domain. Content may be in Marathi, Hindi or English.

7. Moderation

Moderate the sites to avoid spam, advertisements and inappropriate content.

8. Relevance and current events

Ensure updating with respect to current season or key event in the state by changing or promoting corresponding content (text, photos or other) or display theme at periodic intervals. Regularly and periodically update the page with respect to the current/upcoming event(s). Care should be taken to highlight regional / seasonal variations across the regions and districts of the state.

Ensure that the target audience for social media is relevant (people with interest in Travel or Tourism, or with interest in Maharashtra or India etc.) and thus consequently that the actual audience for social media is relevant.

9. Integration

Integrate social media with the official portal (web-based and mobile-based) and vice-versa; as well as integrate with each other wherever possible. The solution provider shall ensure that the content & activities on the social media platforms do not restrict accessibility of the platform on mobile devices.

10. Analytics

Collect, monitor, leverage social media site analytics (for example, Facebook Insights) to improvise Social Media Optimization. This shall include advanced analytics such as –

- User analysis - location, age-group, likes, user patterns etc.
- Hashtag & campaign tracking – shares, reach, engagement, mentions
- Sentiment analysis – negative & positive
- Image recognition - protect our trademark & reputation
- Social media ROI
- Virality
- Influencer marketing

Submit analytics and their interpretation to the DOTas supporting document fortnightly. Additionally, DOT may ask to successful bidder to provide analytics and their interpretation as and when required.

11. Out of hours work

Execute defined scope of work, for periods outside defined working periods, as and when required.

12. Copyright

Mark Maharashtra Tourism Logo on electronic content (text, photo, video or otherwise) as Copyright of The Department of Tourism, Government of Maharashtra, wherever requires; and monitor & report unauthorized use.

13. Privacy and Security

Apply suitable privacy and security controls for a given social media site and regular monitor the same.

14. Online Reputation Management (ORM)

Online reputation management of Maharashtra Tourism brand in the digital & social space (Providing appropriate response for social media handles of Maharashtra Tourism). It will include, but not limited to:

- i. Proper response posting on queries.
- ii. Removal of non-relevant posts/information/offensive content from all social media handles within 60 minutes.
- iii. As part of ORM, daily review of user generated content platforms like trip advisor, Holiday IQ is a mandate. Number of platforms to be reviewed is up to a maximum of four (Other two platforms to be shared by the Directorate of Tourism at a later stage). Report to be submitted along with monthly report.

The Bidder shall be responsible to provide Social media optimization (SMO) services covering the following:

a. Facebook:

- i. Posts highlighting and featuring the art, culture, monuments, folk dances, youth, events, Fairs & Festivals, unique experiences etc along with the miscellaneous off beat content are regularly placed on official Facebook page of Maharashtra Tourism through text, images, videos etc.
- ii. Minimum 90 posts per month wherein on an average 2-3 posts per day.
- iii. Creation/Updation of cover images and profile images fortnightly and as and when required.
- iv. Creation of banners for FB as and when desired.
- v. Messages in public interest.
- vi. Use of Tags and Hashtags.
- vii. Reaction Management
- viii. Additionally, the scope of work consists of Facebook SEO for ranking high in the search results for relevant searches within the Facebook platform.
- ix. It also includes a particular theme-based campaign / event creation, management, execution and promotion on official Facebook page of the Department. At-least one campaign/event/contest per month during the project period should be managed and promoted. (Gratification for contest shall be provided by the DOT)
- x. Organized activities and posts time to time as per directions of procurement authority
- xi. "Facebook Spam" should be controlled (for example, spam followers) as per the defined requirements for moderation etc.

b. Twitter:

- i. Posts highlighting and featuring the art, culture, monuments, folk dances, youth, events, Fairs & Festivals etc along with the miscellaneous off beat content are regularly placed on official twitter handle of Maharashtra Tourism through text, images, videos etc.
- ii. Minimum 100 Tweets per month wherein on an average 3 Tweets per day (not including retweets).
- iii. Retweeting posts / tweets related to Maharashtra Tourism that have been posted by prominent personalities, influencers, viral posts on social media, or disseminate important information related to travel and tourism in the state and country.
- iv. Creation/Updation of cover images and profile images as and when required.
- v. Creation of banners for twitter handle as and when desired.
- vi. Messages in public interest.
- vii. Use of Tags and Hashtags.
- viii. Reaction Management
- ix. "Twitter Spam" should be controlled (for example, spam followers) as per the defined requirements for moderation etc.

c. Instagram:

- i. Pictures of the art, culture, monuments, folk dances, youth, events, Fairs & Festivals etc along with the hashtags & brief captions.
- ii. The agency is expected to publish content that is engaging and visually appealing, the content must be fresh
- iii. The ownership of and right to all content shall be of the department.
- iv. Agency is expected to repost influencers / celebrity posts related to travel and tourism
- v. Minimum 90 Post per month wherein on an average 3 Posts per day (not including reposts).
- vi. Reaction Management etc

d. YouTube

Uploading of Videos / Short Clippings on official YouTube channel of Maharashtra Tourism for different tourist places, events, fairs & festivals or Maharashtra Tourism based themes provided by Tourism Department on YouTube channel. Creation and Uploading of 2 new videos every month apart from the material that exists already with DOT. The videos should be in HD Quality of at least 30 Seconds and going upto 5 minutes (based on the content to be showcased, and in discussion with DOT).

Minimum 30 Post per month wherein on an average 1 Post per day including influencer videos or shared videos.

e. Pinterest

- i. Creation of Pinterest account with SEO Friendly Username.
- ii. Posts highlighting and featuring the art, culture, monuments, folk dances, youth, events, Fairs & Festivals etc along with the miscellaneous off beat content are regularly placed on official Pinterest account of Maharashtra Tourism through text, images, videos etc.
- iii. Minimum 30 Posts per month.
- iv. Creation/Updation of cover images and profile images as and when required.
- v. Creation of banners when desired.
- vi. Messages in public interest.
- vii. Use of Tags and Hashtags.
- viii. Reaction Management etc.

f. Tumblr

- i. Creation of Tumblr account with SEO Friendly Username
- ii. Blogs highlighting and featuring the art, culture, monuments, folk dances, youth, events, Fairs & Festivals etc. along with the miscellaneous off beat content are regularly placed on official Tumblr account of Maharashtra Tourism through text, images, videos etc.
- iii. Minimum Five Blogs each Month

iv. Use of Tags and Hashtags

v. Reaction Management

vi. Spam Moderation etc.

g. Snap Chat

i. Creation of Snapchat account with SEO Friendly Username

ii. Stories highlighting and featuring the art, culture, monuments, folk dances, youth, events, Fairs & Festivals etc along with the miscellaneous off beat content are regularly placed on official Snapchat account of Maharashtra Tourism through text, images, videos etc.

iii. Minimum Four Stories Per week

iv. Use of Tags and Hashtags

v. Reaction Management

vi. Spam Moderation etc.

h. Vimeo

i. Creation of Vimeo account with SEO Friendly Username

ii. Uploading of Videos / Short Clippings on official YouTube channel of Maharashtra Tourism for different tourist places, events, fairs & festivals or Maharashtra Tourism based themes provided by Tourism Department

iii. Minimum ten posts each Month

iv. Reaction Management

v. Spam Moderation

vi. The Successful bidder may on its own expenses can offer social media official accounts for Maharashtra Tourism on other platforms such as google+, LinkedIn etc if it feels that desired traction and reach can be achieved/increased by doing so. This is not mandatory, and the department will not pay any additional amount for this exercise.

i. Quora

i. Starting a Quora page from scratch, incorporating FAQs on Maharashtra travel and tourism sites, tips, guidelines and additional information.

ii. Track relevant tourism topics and have questions send to MTDC inbox. Find important queries to answer and attempt at gaining maximum Upvotes.

iii. Enable cross platform sharing on Quora with content borrowed from other social media handles, incorporate good pictures and statistics while answering questions.

iv. Share websites and other relevant links which enables higher engagement rate which therefore translates into a better conversion rate.

v. Construction of short format blogs which entail information about — best places to travel in June, cultural events, mode of transportation, food and language.

vi. Minimum ten posts each Month

15. Social Media Monitoring Programme

- i. Planning and executing a “Social Media Monitoring Program” on Social Media platforms
- ii. The agency shall be responsible for ensuring verification of Maharashtra Tourism social media accounts upon successfully completing the criteria for the same
- iii. The Social Media Monitoring Program will undertake monitoring across 150-200 keywords primarily in the primary source markets for Maharashtra
- iv. Social Media Monitoring Program will create and manage a monitoring platform which will be both predictive and reactive in approach
- v. Important metrics for consideration are: total likes per month, increase in users/followers per month, list of positive comments per month, list of negative comments per month, Average likes per post. In case of any specific contest/campaign, Analysis would be based on pre-defined parameter of impact.
- vi. Social Media Listening /Monitoring: Social Media Listening with 100-150 key words, with dedicated personnel for listening / monitoring and providing monthly reports to the Directorate. The advanced data tool will be provided by the Directorate and cost on the same will not have to be incurred by the Agency
- vii. The key Languages to be monitored will be Hindi, English and Marathi
- viii. **Integrated Dashboard for Monitoring & Reporting** – The dashboard should provide analytics for all social media channels, ORM reports, etc. It should also provide data in terms of competitor analysis, percentage growth and target achievement.
- ix. Analytical reports of the campaign and regular activities must be provided to the Directorate of Tourism. These reports must include the following:
 - There must be a section in the analytical report which shows the monthly analytics. It is to be shown in a graph which will specify best day of the week/month and also the hourly analysis of the best day.
 - The Images/Tweets/Posts which have got the highest number of impressions must be shown in the analytical report. The report must also specify the user who has posted that image and number of impressions/favourites that image has received. Information on the best performing post, tweet and possible reasons to be provided by the agency.
 - The agency shall deliver monthly, quarterly and annual analytics report on social media performance of Maharashtra Tourism social media touchpoints.
 - Note: Certain analytical information may not be available. However, the Agency is expected to detail out every available piece of analytics to assess the performance. As mutually agreed by the Directorate of Tourism and the appointed Agency, the cost of licenses/tools to perform the tasks successfully will be borne by the agency.

16. Website Monitoring Programme

- i. Ensuring the content displayed on the website of Maharashtra Tourism is upto date and is linked on real time basis with other social media and promotion platforms where Maharashtra tourism is engaged
- ii. Query redressal raised on the websites related to Maharashtra Tourism
- iii. Coordinate with Ministry of India Tourism to ensure apt promotion of Maharashtra Tourism on www.incredibleindia.org and other national tourism websites handled by Ministry of Tourism, Government of India
- iv. Review and analytics on visitors, likes and comments shared on the website of Maharashtra Tourism
- v. Ensure that the data displayed on the website is UpToDate
- vi. Perform competitor analysis to understand the visitor flow and suggest measures to increase the visitor flow to Maharashtra tourism
- vii. Identify technical issues in the website and immediately coordinate the back end technical team as appointed by DoT to solve the issue in a swift manner

17. Live Event(s)/Fairs & Festivals Coverage/Webcasting

- i. The solution provider shall provide live coverage of all event(s)/fairs & festivals on Social Media Platform on its own cost as per written request by the DOT, the coverage on the same day itself, across all applicable social media sites as per contract. It is understood that live event coverage on the same day of event of several hours may translate as one or more posts on the social media; with text, snapshot and live video of actual coverage (per post).
- ii. The solution provider shall provide link of live coverage to Department of Tourism or its nominated agency, so the live coverage may webcast on Maharashtra Tourism/Government and its event partners websites/social media platforms etc.
- iii. Scope: The scope of work for live event coverage includes the scope of work defined for overall Social Media Optimization including Content Service Provider services. The solution provider shall ensure apt live digital photography and videography of the event, as required for social media / websites content, including any scanning, processing, refinement etc. works that may be required. The solution provider, in addition to delivery on the social media sites, shall deliver or submit on an appropriate recordable medium or in electronic format, the contents for an event at its own cost, to the Purchaser.

18. Contest/Campaign

A theme-based campaign / event creation, management, execution and promotion on official pages of the Department will be done by the service provider. At-least one campaign/event/contest every two months during the project period should be managed and promoted. (Gratification and paid promotion, if required, for contest shall be arranged by the DOT)

Innovative Campaigns – The agency shall be responsible for carrying out innovative campaigns with bloggers/industry partners who are having strong digital presence, to

support & sustain digital brand image of Maharashtra Tourism with top media houses throughout the tenure as & when required. It will include, but not limited to:

- i. Designing, managing and evaluating innovative digital media campaigns to support digital media presence of Maharashtra tourism.
- ii. Creating banners and mini video clips for all campaigns organized during the tenure.

3.3.6. 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 Public Relations Agency, Media Buying Agency, Event Management Agency, etc. working for the DOT and its offices, for effective merging of the media, creative and PR strategies for Maharashtra Tourism and will provide support as may be required across domestic and international markets.
4. Any other minor 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	Penalty
1.	Branding		
i	Brand Roadmap & Vision for Maharashtra Tourism	Once at the beginning of engagement and to be updated basis feedback To be submitted within 15 days of commencement of engagement	Delay of 1 working day beyond specified target = A Penalty of 0.1% of the total quarterly contract value per

		<p>shortfall of deliverable + 0.5% of the total quarterly contract value for every additional day of delay</p>
<p>2. Media Planning</p>		
<p>i IEC Strategy</p>	<p>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 financial year (for years subsequent to first year of the engagement period.)</p>	<p>Delay of 1 working day beyond specified target = A Penalty of 0.1% of the total quarterly contract value per shortfall of deliverable + 0.5% of the total quarterly contract value for every additional</p>

		I day of delay
ii. Design Campaign(s) (including Long & Short term Campaigns, Theme/Event based Campaigns, and Campaign roll-out plans)	Four times in a year for every year of the engagement (1 per quarter) To be submitted within 15 days of the commencement of engagement (for first quarter) and, Minimum 30 days in advance before the end of the preceding quarters (for quarters subsequent to first quarter of the engagement period.)	Delay of 1 working day beyond specified target = A Penalty of 0.1% of the total quarterly contract value per shortfall of deliverable + 0.5% of the total quarterly contract value for every additional day of delay
iii. Moderate campaign(s) (This includes KAP studies, Baseline studies, Media habit studies, Monitoring and Concurrent tracking studies of the campaigns)	As per DOT's timelines of the campaign(s)	
3. Creative Content		
i. Content Creation and Copywriting (in English Language) (This includes (but not restricted to) content creation for website, mobile app, print, outdoors, television, digital / social media etc.)	Textual Content writing for every 3000 words, within 3 working days from assigning the work by DOT	Delay of 1 working day beyond

ii.	<p>Content Creation and Copywriting (in Indian Language)</p> <p>(This includes (but not restricted to) content creation for website, mobile app, print, outdoors, television, digital / social media etc.)</p>	<p>Textual Content writing for every 3000 words, within 3 working days from assigning the work by DOT</p>	<p>specified target = A</p>
iii.	<p>Content Creation and Copywriting (in International Language other than English)</p> <p>(This includes (but not restricted to) content creation for website, mobile app, print, outdoors, television, digital / social media etc.)</p>	<p>Textual Content writing for every 2000 words, within 3 working days from assigning the work by DOT</p>	<p>Penalty of 0.1% of the total quarterly contract value per shortfall of deliverable</p>
iv.	<ul style="list-style-type: none"> • creatives for website, social media posts/videos/TVCs • brochures (cover design and text layout) • press advertisements • standees, scrollers, posters • invitation/greeting cards including e-invitations/e-greetings • hoardings • annual reports • corporate brochures/joint brochures for roadshows • Diaries (Electronic / Hard-copy formats) • Calendars (Electronic / Hard-copy formats) • advertorials • exhibitions/posters/display materials (including digital display) • any other print / production jobs/artwork/design for stalls at exhibition & events • any other job assigned by the department (DoT may ask the Agency to develop video content, banners on events, achievements, etc. from time to time) • 3D designs and cartoons as per the requirement of DoT 	<p>As per the schedule finalised and approved in the IEC strategy, or within 3 working days from assigning the work by DOT (if not included in the IEC strategy)</p>	<p>+</p> <p>0.5% of the total quarterly contract value for every additional day of delay</p>

<p>v. Digital Media Content:</p>	<p>Images, videos, 360 degree/3D views of the destinations and drone views of important destinations as decided in discussion with DOT for promotion on website and Mobile app. This content is exclusive of the content (images and videos) created for social media</p> <p>Tentative list of Digital Media Content Deliverables</p> <table border="1"> <thead> <tr> <th>SN.</th> <th>Item</th> <th>Total number units per year (estimated annual requirements)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Digital Still image</td> <td>200</td> </tr> <tr> <td>2.</td> <td>Digital video (duration of up to 3 minutes with multiple versions of the same video)</td> <td>10</td> </tr> <tr> <td>3.</td> <td>360 degree digital image</td> <td>25</td> </tr> <tr> <td>4.</td> <td>360 degree digital video (duration of up to 3 minutes with multiple versions of the same 360 degree video)</td> <td>5</td> </tr> </tbody> </table>	SN.	Item	Total number units per year (estimated annual requirements)	1.	Digital Still image	200	2.	Digital video (duration of up to 3 minutes with multiple versions of the same video)	10	3.	360 degree digital image	25	4.	360 degree digital video (duration of up to 3 minutes with multiple versions of the same 360 degree video)	5	<p>The selected agency is expected to complete delivery each assignment within fifteen (15) business days.</p> <p>The time includes the cumulative time taken by the selected agency to submit all the images / videos / 360 degree images / 360 degree videos to DOT as part of any assignment. The time is calculated from date on which DOT gives the requirement of images / videos / 360 degree images / 360 degree videos, to the date on which the agency finally delivers all of the images / videos / 360 degree images / 360 degree videos as per the assignment. The final delivery would include conducting video shoots and all the post processing activities to be done on the images / videos / 360 degree images / 360 degree videos as part of the assignment before final approval.</p>
SN.	Item	Total number units per year (estimated annual requirements)															
1.	Digital Still image	200															
2.	Digital video (duration of up to 3 minutes with multiple versions of the same video)	10															
3.	360 degree digital image	25															
4.	360 degree digital video (duration of up to 3 minutes with multiple versions of the same 360 degree video)	5															
<p>vi. Merchandise</p>		<p>Design - Within 7 working days from assigning the work by DOT</p> <p>Production - within 15 working days from approval by DOT</p>															
<p>vii. Event(s)/Fairs & Festivals: Agency shall be responsible for creative content creation for the following events/ fairs/ festivals that DOT organizes or participates in on an annual basis -</p>	<p>Tentative list of International Travel Trade Events</p> <table border="1"> <tbody> <tr> <td>5.</td> <td>WTM London</td> </tr> <tr> <td>6.</td> <td>ITB Berlin</td> </tr> <tr> <td>7.</td> <td>Arabian Travel Mart</td> </tr> <tr> <td>8.</td> <td>India Summer Days Festival, Karlsruhe Germany</td> </tr> <tr> <td>9.</td> <td>One other International Exhibition (Like IFTM Paris, IMEX America, ITB Asia, FITUR Spain etc.)</td> </tr> </tbody> </table>	5.	WTM London	6.	ITB Berlin	7.	Arabian Travel Mart	8.	India Summer Days Festival, Karlsruhe Germany	9.	One other International Exhibition (Like IFTM Paris, IMEX America, ITB Asia, FITUR Spain etc.)	<p>Content Creation - Within 7 working days from assigning the work by DOT</p> <p>Production - within 15 working days from approval by DOT</p> <p>Coverage/Webcasting – Live continuous activity</p>					
5.	WTM London																
6.	ITB Berlin																
7.	Arabian Travel Mart																
8.	India Summer Days Festival, Karlsruhe Germany																
9.	One other International Exhibition (Like IFTM Paris, IMEX America, ITB Asia, FITUR Spain etc.)																

<p>Tentative list of Domestic Travel Trade Events</p> <ol style="list-style-type: none"> 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.) 		
<p>Tentative list of DOT Events / Festivals</p> <ol style="list-style-type: none"> 1 Elephanta Festival 2 Maharashtra Travel Mart 3 Ganesh Festival 4 Mango / Chikoo Festival 5 District Festivals (in all 36 districts of the state) or any other festival at the discretion of DOT 		
<p>Tentative list of Roadshows</p> <ol style="list-style-type: none"> 1 International Roadshows organized by India Tourism (MOT) / DOT (Min. 5 numbers.) 2 Domestic Roadshows organized by DOT (Min. 5 numbers.) 		
<p>4. Digital Media Management</p>		
<p>i. Social Media Strategy</p>	<p>Four times in a year for every year of the engagement (1 per quarter)</p> <p>To be submitted within 15 days of the commencement of engagement (for first quarter) and,</p> <p>Minimum 30 days in advance before the end of the preceding quarters (for quarters subsequent to first quarter of the engagement period.)</p>	<p>Delay of 1 working day beyond specified target = A Penalty of 0.1% of the total quarterly contract value per shortfall of deliverable</p>
<p>ii. Facebook (Posts to be in the ratio of 1:1 for photos and videos)</p>	<p>Minimum 60 posts per month</p>	
<p>iii. Twitter (Posts to be in the ratio of 3:1 for photos/text and videos)</p>	<p>Minimum 100 Tweets per month</p>	
<p>iv. Instagram (Posts to be in the ratio of 1:1 for photos and videos)</p>	<p>Minimum 90 Post per month</p>	<p>+</p>

v.	YouTube	Minimum 30 Post per month	0.5% of the total quarterly contract value for every additional day of delay
vi.	Pinterest	Minimum 30 Posts per month	
vii.	Tumblr	Minimum Five Blogs each Month	
viii.	Snap Chat	Minimum Four Stories Per week	
ix.	Vimeo	Minimum 10 Post per month	
x.	Quora	Minimum 10 Post per month	
xi.	Social Media Management &Monitoring	Continuous activity A minimum increase of 20% followers organically for each social media platform on a month-on-month basis	
xii.	Website Content updation	Minimum once every month	
xiii.	Website Monitoring	Continuous activity	
xiv.	Contests / Campaigns Identify strategy for the contests/campaigns and develop plan of execution for the contests /campaigns	Within 5 working days from assigning the work by DOT	
5. Media Buying Support			
i.	Providing professional inputs and support in buying of media for Media Campaigns for running banners, adverts etc. during the period of contract on themes / subjects to be decided in consultation with the Directorate of Tourism. This would entail assistance and supervision of buying of the media slots by the Directorate of Tourism to ensure best rates and negotiations directly from the media owner	As per the campaign plan decided with DOT	

* The deliverables submitted, and the activities undertaken must be discussed and approved by DOT.

** The work / activities undertaken as a part of the campaigns / festivals / events / Trade fairs / Roadshows, across the engagement period, are an integral part of the scope of work of the Agency. The

DOT shall not bear any additional expense for the same unless it is out of Scope of Work defined in section 3 of this RFP and has received prior approval of DOT.

Section: 4
Guidelines for Pre-qualification
Bid

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-Qualification Bid	Bid Cover Letter		
2.		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, signed by the Authorized signatory		
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 Section 4.4, signed by the Authorized Signatory of the Bidder and certified by the Statutory Auditor.		
7.	PQ5	Details of cited projects in the format provided in Section 5.3 Client Work Order/ Client completion certificate clearly mentioning Media Planning, Branding, Creative content creation and/or Social/Digital Media management as part of the scope of work assigned to the agency and must include total cost of the project. In case of ongoing project, the work order should not have been issued after 31 March 2020.		
8.	PQ6	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		
9.	PQ7	Scanned copy of EMD of Rs. 3,00,000 (Rupees Three Lakhs 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, 4th Floor,
3 Dinshaw Vacha Road,
Churchgate, Mumbai-400020.

Subject: Submission of proposal in response to the RFP for <Insert RFP title>

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 Project “<Insert RFP title>”.

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.

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

4.3. Format to share Financial Details

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

1. Annual Turnover of the bidder

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

2. Net worth of the bidder

Sr. No.	Years	Net worth (in INR)
A	2019 – 20	
B	2018 – 19	
C	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 furnished duly 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 Media Planning, Branding, Content Creation and Social/Digital Media management 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

The Director (Tourism)

Directorate of Tourism, Government of Maharashtra

Apeejay House, 4th Floor,

3 Dinshaw Vacha 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 government/ Government of India which includes any Government Department, Public Sector Undertakings of the Government, Statutory Boards formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, DOT, Government of Maharashtra reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

4.6. Format for Pre-Bid Queries

Sl. 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	Work order/s and Completion Certificates / Client appreciation letter/s Details of cited projects in the format provided in Section 5.3		
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	Work order/sand Completion Certificates / Client appreciation letter/s Details of cited projects in the format provided in Section 5.3		
6.	TQ5	Qualifications and experience of proposed team members to be cited in the format provided in Section8.2		
7.	TQ6	Award Certificate/s in the name of the bidding agency(ies)		
8.	TQ7	Presentation	To be presented to DOT at a time and venue that shall be intimated to the qualifying bidders	

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, 4th Floor,
3 Dinshaw Vacha Road,
Churchgate, Mumbai-400020.

Sub: Selection of Bidder for the Project "<Insert RFP title>"

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 and terms and conditions for providing Professional Services in "<Insert RFP title>", 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:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I _____, the Company Secretary of _____, certify that _____ who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

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 signed by Authorized Signatory 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, 4th Floor,
3 Dinshaw Vacha Road,
Churchgate, Mumbai-400020.

Subject: Submission of proposal in response to the RFP for “<Insert RFP title>”

Ref:

Dear Sir,

We, the undersigned, offer to provide the services for “<Insert RFP title>” 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 Section 8.1.
 - ii. Bills for other works (with pre-approval of DOT) such as work out of scope/geographic coverage, out of pocket or third-party expenses etc., shall be billed separately.
2. 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** shall be considered as rate discovery and in case 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

6.2.1. Summary of Costs

Sl. No.	Description	Amount (in INR) Cost for the tenure of the engagement
A. Costs pertaining to Deliverables		
1.	Total Cost for Retainership Deliverables as specified the Scope of Work in Section 3 of this RFP (A)	
B. Costs pertaining to Remuneration for Staff		
2.	Remuneration for Key Professional Staff for the tenure of the Contract (B)	
	SN	Description
		Cost per Unit month in INR (excluding taxes)
	1	Team Leader / Brand Strategist
	2	Digital Media Expert
	3	Design & Creative Expert

	4	Content Developer / Coordinator	
	5	Analyst	
Total Summary of Costs (excluding Taxes) [A+ B]			
C. Applicable Taxes			
3.	Applicable Taxes such as GST, Swachh Bharath Cess, Krishi Kalyan Cess etc. (C)		
Total Summary of Costs (including Taxes) [A+ B + C]			

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

Sl. No.	Description	Cost per Unit in INR (excluding taxes)
A		
D. Costs pertaining to Adaptation of Creatives		
<i>Note: Rate of adaptation of creatives shall be as per DAVP / DIPR where notified. If rates for adaptation are not available, then the below-mentioned rates shall be used to determine the applicable costs.</i>		
1.	Adaptation of any creative to a Print Creative	Cost for adaptation of 1 (one) creative to a Print Creative: INR _____
2.	Adaptation of any creative to a Digital Media Creative	Cost for adaptation of 1 (one) creative to a Digital Media Creative: INR _____
3.	Adaptation of any creative to an Outdoor Media Creative	Cost for adaptation of 1 (one) creative to an Outdoor Media Creative: INR _____
E. Costs pertaining to Translation		
4.	Translation to International Languages (for e.g. Mandarin, French, German, Italian, Spanish, Russian Japanese etc.)	Cost for translation per word to International Languages: INR ____
5.	Translation to Indian Languages	Cost for translation per word to regional Indian Languages: INR _____

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, 4th Floor,
3 Dinshaw Vacha Road,
Churchgate, Mumbai-400020.

Dear Sir,

PERFORMANCE BANK GUARANTEE – For <Insert RFP title>

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:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value i.e.,.....<in words> without any demur.

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 court.

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.
4. 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	No. of resources required
1	Team Leader / Brand Strategist	a) Minimum graduate with 15 years experience in Communication / advertising / marketing or related field. b) MBA/ Masters degree in Marketing / Journalism/ Communication or equivalent c) Knowledge of English/ Marathi/ Hindi is essential. d) Minimum 5 years experience as brand strategist/leader	Full-time	1
2	Digital Media Expert	a) Minimum graduate with 5 years experience in Communication / advertising / marketing or related field. e) Bachelor/ Masters degree in Marketing / Journalism/ Communication or equivalent c) Knowledge of English/ Marathi/ Hindi is essential. d) Minimum 3 years	Full-time	2

		experience in Digital media domain handling content strategy and social media analytics		
3	Design & Creative Expert	<ul style="list-style-type: none"> a) Diploma/ Bachelor/ Masters degree in Graphic Design / Communication or equivalent b) 5 years overall experience in Media industry with at least 1 year experience in Design and Creative content b) Knowledge of English/ Marathi/ Hindi is essential. 	Full-time	2
4	Content Developer / Coordinator	<ul style="list-style-type: none"> a) Minimum graduate with 3 years experience in Media Industry. b) Bachelor/ Masters degree or equivalent in Photography / Videography / Literature/ Journalism/ Public Relations/ Communication a) Knowledge of English/ Hindi is essential. Knowledge of Marathi is preferable. 	Full-time	2
5	Analyst	<ul style="list-style-type: none"> a) Bachelor/master's degree in journalism/Graphic Design / Advertising / Data analysis / Public Relations/ Communication or equivalent b) 2 years' experience in Media industry with at least 1 year experience in managing content on websites, mobile apps and digital media c) Knowledge of English/ Hindi is essential. Knowledge of Marathi is preferable. 	Full-time	2

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 four (4) resources (one resource from each resource category) full time at the DOT office for regular coordination and communication –

- i. Digital Media Expert
- ii. Design & Creative Expert
- iii. Content Developer / Coordinator
- iv. Analyst

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 Diploma(s) obtained:	Date	
7.	Membership in Professional Associations/ Trainings attended			
8.	Countries of Work Experience:			
	India			
9.	Languages			
	Language	Read	Write	Speak

10.	Employment Record:	
	FROM:	TO:
	EMPLOYER	
	POSITION/S HELD	
	FROM:	TO:
	EMPLOYER	
	POSITION/S HELD	
11.	Work Undertaken that Best Illustrates Capacity to Handle the Tasks Assigned	
	Name of assignment or project:	
	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
	<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>Date:</p> <p>-----</p> <p style="text-align: right;">Full name & Signature of authorized representative:</p>

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 <Insert RFP title>
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 advise 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;
 - iv. 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 hereafter 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. Annexure IV - Power of Attorney

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms. _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the "<Insert RFP title>", including signing and submission of all documents and providing information / responses to the DOT, representing us in all matters before DOT, and generally dealing with the DOT in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _____
Name:
Designation:
Date:
Time:
Seal:
Business Address:

Accepted,

(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, 4th Floor,
3 Dinshaw Vacha Road,
Churchgate, Mumbai-400020

Sub: Declaration of data security for <Insert RFP title >

Dear Sir,

We..... Who are established and reputable bidder having office at..... Do hereby certify that DOT shall have absolute right on the digital data and output products processed / produced by us. We shall be responsible for security / safe custody 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, 4th Floor, 3 Dinshaw Vacha 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") "*<Insert RFP title>*" 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/Lol 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.

The Contractor shall be responsible to abide and shall be liable to deliver the requirements/deliverables as has been specified to in the RFP, clarifications / corrigendum issued in regards to the RFP. No. **<ref no RFP>** and Letter of Acceptance No: **<Lol number>**dated **<date>**

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.

Signed, sealed and delivered

By

Contact Person

For and on behalf of

Directorate of Tourism– Maharashtra

Witnesses:

(1)

(2)

Signed, sealed and delivered

By

For and on behalf of

M/s *<Name of Bidder>*

Witnesses:

(1)

(2)