



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

**Request for Proposal (RFP)**

**for**

**Appointment of an Agency for Public  
Relation at Directorate of Tourism**

**2025-2026**

Directorate of Tourism, Government of Maharashtra  
Plot No 230, 4<sup>th</sup> Floor, Sakhar Bhavan, Ramnath Goenka Marg,  
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TEL- 91-22-2204 4040 / 22845798

Website: [www.maharashtratourism.gov.in](http://www.maharashtratourism.gov.in)

**E-TENDER NOTICE****INVITATION OF TENDER FOR APPOINTMENT OF AN AGENCY FOR PUBLIC RELATION AT FOR THE DIRECTORATE OF TOURISM, GOVERNMENT OF MAHARASHTRA.**

Through this RFP, DoT intends to select an agency by following competitive bidding process for Public Relation at Directorate of Tourism for Directorate of Tourism, Government of Maharashtra.

The contract period for the tender is for 1 year. The Directorate of Tourism, Government of Maharashtra has the right to review the engagement at regular intervals on the performance of the agency during the contract period.

Interested Agencies may contact on any working day between 11:30 to 16:00 Hrs. at the above address. Bid Documents can be downloaded online from 26.03.2025. For detailed tender notice and to download bid document please visit Website <http://mahatenders.gov.in>

The last date for submitting of Bid form duly filled: 09/04/2025 till 13:00 Hrs. The DoT reserves the right to accept/reject any offer, without assigning any reason whatsoever.

1. Name: Appointment of An Agency for Public Relations for Directorate of Tourism, Government of Maharashtra
2. EMD: Rs. 1,50,000/-
3. Online Tender Fee: Rs. 2,000/- (+18% GST)
4. Estimated Project Cost – INR 1 Crore.

Director  
Directorate of Tourism,  
Government of Maharashtra

## DISCLAIMER

1. The information contained in this Request for Proposal (“**RFP**”) Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Directorate of Tourism (DoT) Maharashtra or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
2. This RFP Document is not an agreement and is not an offer or invitation by the DoT to any party other than the prospective bidders who are qualified to submit the Proposal (“**Bidders**”). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposals for qualification pursuant to this RFP Document. This RFP Document includes statements, which reflect various assumptions and assessments arrived at by the DoT in relation to the Project. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the DoT, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.
3. The information provided in this RFP Document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DoT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The DoT, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP Document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP Document or arising in any way in the Bidding Process.
5. The DoT also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP Document.
6. The DoT may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
7. The issue of this RFP Document does not imply that the DoT is bound to select and appoint the selected Bidder or Licensee, as the case may be, for the Project and the DoT reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DoT or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the

DoT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

9. Nothing in this RFP Document shall constitute the basis of a contract which may be concluded in relation to the Project, nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.
10. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Project. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of the DoT or to any other person in a position to influence the decision of the DoT for showing any favour in relation to this RFP Document or any other contract, shall render the Bidder to such liability/penalty as the DoT may deem proper, including but not limited to rejection of the Proposal of the Bidder and forfeiture of its Bid Security.
11. Laws of the Republic of India are applicable to this RFP Document.
12. Each Bidder's procurement of this RFP Document constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFP Document, the recipient agrees that this RFP Document and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereto.

## GLOSSARY

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
DD	Demand Draft

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# **Section 1: Invitation for Proposal**

## 1. Invitation for Proposal

**Detail of the Concerned official on behalf of the Director**, Directorate of Tourism (DoT), Government of Maharashtra invites bids through Open e-tender from reputed agencies (whose eligibility criteria defined in this RFP) for **“Appointment of an Agency for Public Relation at Directorate of Tourism for Directorate of Tourism, GoM”**.

**Event Duration:** The project **“Appointment of an Agency for Public Relation at Directorate of Tourism for Directorate of Tourism, GoM.”** is proposed to be given to the bidder for the period from 2025-2026.

The details of the Venue and dates for **“Appointment of an Agency for Public Relation at Directorate of Tourism”** are enclosed under Section 3 of this RFP document.

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the DoT, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to DoT under the Bidding Documents and/ or the License Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

1. a constituent of such Bidder is also a constituent of another Bidder; or
2. such Bidder, its member or any Associate there of receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, loan or subordinated debt to any other Bidder, its member or any Associate thereof; or
3. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
4. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
5. such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

DoT shall receive Bids (e-tender) pursuant to this 'RFP Document', in accordance with the terms and conditions set forth herein and as modified, altered, amended and clarified from time to time by DoT in writing through Corrigendum or otherwise. Bidders shall submit bids in accordance with these terms and conditions on or before the last date specified in this document for this purpose. The Bidders are advised to visit the venue and familiarize themselves with the areas and activities, necessary in this regard.

DoT has adopted a **“Single Stage - Two Envelope”** Bidding Process to select a suitable Bidder for **“Appointment of an Agency for Public Relation for Directorate of Tourism, GoM”**.

The bidder may submit the duly filled up tender documents online on or before the prescribed date and time

mentioned in the tender schedule and the same may be opened as per the scheduled time in the presence of the representatives of the bidding firm who may desire to attend the proceeding in the **Detail of the Concerned official on behalf of the Director**, Directorate of Tourism (DoT), Government of Maharashtra, Plot No 230, 4<sup>th</sup> Floor, Sakhar Bhavan, Ramnath Goenka Marg, Nariman Point, Mumbai-400 021.

### 1.1. Due diligence by bidders

Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The response to this tender should be full and complete in all respects. Failure to furnish all information required by the tender documents not substantially responsive to the tender documents in every respect will be at the bidder's risk and may result in rejection of the bidder's Tender.

### 1.2. Downloading tender documents

Tender document can be downloaded free of cost from the website of <http://mahatenders.gov.in> up to the scheduled date and time.

### 1.3. Cost of the tender

The cost of the tender document (non-refundable) of Rs. 2000/- (Rupees Two Thousand only plus 18% GST) to be deposited online.

### 1.4. Earnest Money Deposit (EMD)

An EMD (hereafter referred as bid security) of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) to be deposited online.

1.4.1 The Bids of the Bidders who fail to submit the bid security on or before the specified date and time shall be summarily rejected. The payment receipt of the tender document cost and bid security shall be submitted online at the time of bid submission. The Bids of the Bidders who fail to submit the Cost of Tender Document on or before the specified date and time shall be summarily rejected.

1.4.2 The EMD is refundable not later than 90 (ninety) days from the Tender Due Date (last date of bid submission), except in the case of the Selected Bidder whose EMD shall be retained till it has provided a Performance Security/ Guarantee. If the bidder fails to comply with the said stipulation, the EMD amount shall be forfeited at DoT's sole discretion, automatically without any notice to the bidder.

1.4.3 Performance Security: The successful Bidder shall be required to submit a Performance Bank Guarantee (PBG) for an amount of 5% of the contract value to the authority within 10 (ten) working days from the date of issue of Letter of Acceptance.

1.4.4 DoT will not be responsible for any interest loss or depreciation that may happen thereto while in its possession nor be liable to pay any interest thereon.

1.4.5 The EMD will be forfeited at the discretion of DoT on account of one or more of the following reasons:

- The Bidder withdraws its Proposal/bid during the period of proposal validity.
- Bidder does not respond to requests for clarification of its proposal.
- In case of a successful Bidder, the said Bidder fails-to sign the Agreement in time.

- In case it is found that the bidder/s has furnished misleading/wrong or fraudulent information/documents or information furnished by them is not found to be true, the Earnest Money /Performance Bank Guarantee/Performance Security of the bidder/s will be forfeited.

1.4.6 DoT shall not be responsible for delay in online submission of tender due to any reason. For this, bidders are to upload the complete bid well advance in time to avoid 11<sup>th</sup> hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.

1.4.7 The DoT reserves the complete right to cancel or annul the tender process and reject any or all of the Bids without assigning any reason.

1.4.8 No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.

### 1.5. 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.	<u>Advertising Date</u>	26.03.2025
2.	Name of the project	RFP for "Appointment of An Agency for Public Relations for Directorate of Tourism, GoM"
3.	Project Period	<b>For 1 year (2025-2026)</b>
4.	Bid Procedure	Two Part (Technical & Financial), Open Competitive bid.
5.	RFP Document Download Start Date & Time	From 26.03.2025 at 13:00 HRS (IST) to 09.04.2025 till 13:00 HRS
6.	Website for downloading Tender Document, Corrigendum's, Addendums etc.	<a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>
7.	Last Date for submitting pre-bid queries as per the format given in Annexure - XIII to be submitted only over email to "asdtourism.pub-mh@gov.in"	01/04/2025 till 13.00 pm
8.	Dates and schedule of site visit	To be decided with the DoT Team
9.	Last date (deadline) for Submission of bids	09.04.2025 till 13:00 HRS
10.	Date and time of opening of Technical bids	11.04.2025 after 13:00 HRS
11.	Date and time for opening of Commercial bids	Will be intimated later to the qualified bidders
12.	Declaration of Successful bidder and release of work order	To be informed to the selected bidder post completion of the bid process
13.	Detail of the contact person and Address	Office of The Director, Directorate of Tourism

		Plot No 230, 4 <sup>th</sup> Floor, Sakhar Bhavan, Ramnath Goenka Marg, Nariman Point, Mumbai-400 021
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### 1.6. Other Important Information Related to Bid

Sr. No.	Item	Description
1.	Earnest Money Deposit (EMD)* - Online *Micro and small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) with valid certificate duly issued by GOI are <b>exempted for submitting the tender fee and earnest money deposit (EMD).</b>	Rs. 1,50,000/- (Rupees One Lakh fifty thousand Only)  <b>*Submit valid certificate duly issued by GOI as proof for MSME registration</b>
2.	Tender Fee to be paid via Online Payment Gateway mode only	Rs. 2,000/- + 18% GST (Rupees Two Thousand Only plus 18% GST)
3.	Bid Validity Period	One Eighty (180) days from the last date of bid submission
4.	Last date for furnishing Acceptance Letter, Agreement contract, PBG (by successful bidder)	Within 10 (ten) working days from the issuance of Letter of Intent (LoI) by DoT
5.	Performance Security value (Performance Bank Guarantee)	5% of contract value/ Bid Value of successful bidder
6.	Performance Bank Guarantee (PBG) validity period	PBG should be valid till 1.5 years

## **Section 2: Instructions to Bidders**

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

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### **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 a long coastline of 720 kilometers 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. As per the India Tourism Statistics report 2023, the state witnesses 17.6% of the total foreign tourist footfall in the country, ranking second only after Gujarat and has a 6.43% share in the domestic tourist visitors in the country.

### **2.2. Concept**

The PR agency will play a crucial role in elevating Maharashtra's tourism by crafting and promoting a compelling brand identity that highlights the state's diverse attractions, from its vibrant cultural heritage to its stunning natural landscapes. Through strategic media relations, including press releases, media outreach, and organizing press trips, the agency should ensure positive coverage and engages influential journalists and travel bloggers. It should also manage prominent figures of the industry, organizes promotional events, and leverages digital and social media to interact with potential tourists and enhance the state's online presence. By conducting market research, tailoring communication strategies, and fostering partnerships, the PR agency will help to attract more visitors, promote responsible tourism, and support the overall growth of Maharashtra's tourism industry.

### **2.3. Purpose of RFP**

2.3.1 The purpose of this Request for Proposal (RFP) is to invite interested and qualified Agencies to participate in the organization and execution of the Public Relation at Directorate of Tourism hosted by the Directorate of Tourism (DoT), Government of Maharashtra. Through this RFP, we aim to engage an agency with proven expertise in Public Relation domain. Interested bidders are invited to submit proposals outlining their capabilities, experience, and approach to managing and coordinating all aspects of Public Relation. By seeking the participation of competent agencies, we endeavour to ensure the success and widespread publicity of Maharashtra Tourism.

2.3.2 Towards achieving the above objectives, the DoT intends to engage a professional Agency having capabilities and capacity to provide the services as per details given below.

### **2.4. Cost of RFP (Tender Fee)**

The bidders are requested to deposit the tender fee (as per the data sheet) 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.

## **2.5. 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.

## **2.6. Completeness of Response**

2.6.1 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.

2.6.2. 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**

The bidder shall submit the bid at its own cost and DoT shall not be held responsible for a 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.

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 date sheet. 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**

2.9.1 All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.

2.9.2 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)**

- 2.12.1 Bidders shall submit, EMD of Rs. 1,50,000 (Rupees One Lakh Fifty Thousand only) through Online e-Tendering Payment Gateway mode only.
- 2.12.2 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 5% of Total Contract Value in the format provided in Annexure VIII - Performance Bank Guarantee of the RFP.
- 2.12.3 No interest will be paid by DoT on the EMD amount and EMD will be refunded to all Bidders (including the successful Bidder) without any accrued interest on it.
- 2.12.4 The Bid submitted without EMD proof / receipt, mentioned above, will be summarily rejected.
- 2.13.5 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 jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  - d. If, during the bid process, any information is found false/fraudulent/mala fide, then DoT shall reject the bid and, if necessary, may initiate an action.

## **2.13. Authentication of Bid**

- 2.13.1 The original copy of the Bid Document shall be signed, stamped and submitted online 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.
- 2.13.2 Registered / Notarized Power of Attorney executed by the Bidder in favour of the duly authorized representative, certifying him as an authorized 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 recover the cost from the contract payment value. 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 with the instructions given in the Table below:

Particulars	Instructions
Envelope A: Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in Section 2.25 and Section 2.28 of the RFP respectively. 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 should be submitted through online bid submission process only. (In PDF Format)

#### **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. The bid will be disqualified if the technical proposal consists of any financial proposal / bid value details.
4. 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.
5. Proposals sent by fax/ post/ courier / email 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 180 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**

2.23.1 Total transparency shall be observed and ensured while opening the Proposals/Bids

2.23.2 DoT reserves the rights at all times to postpone or cancel a scheduled Bid opening.

2.23.3 Bid opening shall be conducted in two stages.

2.23.4 In the first stage, technical proposals shall be opened and evaluated as per the criteria mentioned in Section 2.28 of the RFP.

2.23.5 In the second stage, Financial Proposals of those Bidders who score minimum 70 as per the evaluation process mentioned in clause 2.29, 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.

2.23.6 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 all bidders.

2.23.7 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

2.24.1 The Tender will be evaluated by the DoT.

2.24.2 The evaluation will be done as per QCBS format (i.e., Technical as well as financial marking)

- Technical bids will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%. A weighted average method of scoring will be applicable for evaluation.
- The qualified bidder who secures highest combined score would be declared as the successful bidder.
- In case of a tie, agency getting higher score in financial bid would be considered for awarding of the work.
- The final decision will rest with DoT.

2.24.3 The DoT 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 DoT reserves the right to seek clarification if required.

2.24.4 The DoT team shall assign a Technical score to the Bidders based on the Technical evaluation detailed in the RFP. The Bidders with a technical score above the threshold as specified in Section 2.28 of the RFP shall technically qualify for the commercial evaluation stage.

2.24.5 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.

2.24.6 Evaluation and award of Contract shall be done as per provisions of Maharashtra State Government Rules.

2.24.7 Please note that the DoT may seek inputs from their professional, external experts in the Bid evaluation process.

## 2.25. Pre-Qualification Criteria

The Applicant who fulfills the following Pre-Qualification and technical evaluation Criteria (“Eligible Bidder”) shall be considered by DoT for of their financial bids.

Sr. No	Basic Requirements	Eligibility Criteria	Document to be Submitted
PQ1	Legal Entity	An independent legal entity incorporated/registered in India such as Sole Proprietorship, partnership firm under The Partnership Act 1932, limited liability partnership (LLP) under LLP Act 2008, private limited company registered under Companies act 1956 or 2013, public limited company registered under Companies act 1956 or 2013, Government- owned Companies.	<ul style="list-style-type: none"> <li>• Certificate of Incorporation, Partnership deed and Memorandum of Association</li> <li>• Registration of the Firm/ agency</li> <li>• Shop and establishment registration (if any)</li> <li>• Aadhaar Details of the proprietor or partners</li> <li>• PAN No.</li> <li>• GSTN</li> </ul>
PQ2	Presence	The bidding agency should have a fully functioning office in India.	Shop establishment license / rent agreement / lease agreement.
PQ3	Financial Capacity	The bidding agency must have been in operation for a <b>minimum period of 5 years</b> with <b>average annual turnover of Rs. 75 Lakhs in the last 3 years as a provider of Public Relation Services.</b> Preference would be given to Agencies/ organizations with experience in the fields of Tourism, Travel, and/or Hospitality.	<ul style="list-style-type: none"> <li>• Copy of the audited Balance Sheet and Profit &amp; Loss Statement of the company for the last 3 (Three) financial years (i.e 2021-22, 2022-23, 2023-24)</li> <li>• Certificate from the Statutory Auditor /Chartered Accountant stating the average annual turnover in the format provided in section 4.</li> <li>• A letter in the format provided in Section 4, signed by the Authorized Signatory of the Bidder and certified by the Statutory Auditor.</li> </ul>

PQ4	Net Worth	The bidder should have a positive net worth	The firm shall have a positive net worth on 31 <sup>st</sup> March 2024. The bidder must provide a Certificate from the Statutory Auditor /Chartered Accountant clearly stating the net worth, in the format provided in section 4.
PQ5	Experience	<ul style="list-style-type: none"> <li>The bidding agency must have executed at least one similar project in the last 5 years costing <b>upto Rs. 40 lakhs cumulatively</b> in the tourism and hospitality sector with any Central or State Government/PSU in India as an Agency providing Public Relation Services.</li> <li>Minimum 1 project in PR in last 5 years.</li> </ul>	Completion certificate / work order need to be submitted.
PQ6	Blacklisting	The bidding agency should not be a Debarred / blacklisted entity by any Central or State Government/PSU in India for failure to perform or deliver services as on date of submission of the Bid. No pending/Ongoing court litigation against the Agency.	A self-certified letter in the format provided in Section 4, signed by the Authorized Signatory of the Bidder.
PQ 7	Manpower	Agency shall have manpower who have indepth knowledge of History/Art/Culture of Maharashtra. They should be fluent in Marathi in Reading, writing and typing.	Submit CV of Manpower along with marksheets of academic and professional degrees.
PQ 8	EMD	The bidding agency should submit Earnest Money Deposit / Bid Security as specified in this RFP Document	Online payment EMD receipt

## 2.26. Evaluation of Technical Proposals

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

- The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and completion certificates, client contact information for verification, and all others) as required for technical evaluation.
- At any time during the Bid evaluation process, the DoT may seek oral / written clarifications from the Bidders. The DoT 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.

### **2.27. Technical Evaluation Methodology**

- 2.27.1 Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. (Refer Section 2.28).
- 2.27.2 In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy).
- 2.27.3 The financial proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- 2.27.4 DoT reserves the right to accept or reject any or all bids or annul the tender process without giving any reasons thereof.
- 2.27.5 DoT shall inform to the technically qualified Bidders about the date and venue of the opening of the financial proposals.

### **2.28. Technical Experience**

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. (Detailed qualification point Presentation must be made by bidders before DoT based on which marks will be awarded)

S.No.	Description	Requirement	Max. Marks
<b>A</b>	<b>Technical Eligibility</b>		<b>50</b>
1	Technical and Financial Capabilities	<p>The bidder should have an annual average turnover of Rs. 75 Lakhs certified by chartered accountant during last 3 financial years (i.e 2021-22, 2022-23, 2023-24) ending 31.03.2024.</p> <p>Agency having Average turnover of Rs. 75 Lakhs Up to Rs. 1 Crore– 3 marks  Agency having Average turnover above Rs. 1 Crore Up to Rs. 1.25 Crore – 5 marks  Agency having Average turnover above Rs. 1.25 Crore- 10 marks</p> <p>The bidder must have successfully completed at least one similar project in the field of Tourism related activities for Central Government / State Government/PSU during the last 3 years preceding the proposal due date.</p> <ul style="list-style-type: none"> <li>• Project costing up to Rs. 40 Lakhs each (5 marks)</li> <li>• Additional Projects of minimum 20 lakhs each (other than the projects mentioned in the point (a) (5 marks each up to max. 10 marks)</li> </ul> <p>Note: Work order &amp; Completion certificate need to be enclosed</p>	10
		Manpower Requirement	25
<b>B</b>	<b>Presentation - Approach and Methodology</b>		<b>50</b>
	<i>The bidder will need to upload the presentation document along with technical bid</i>		
1	Technical Approach, Methodology	The applicant shall explain understanding of the objectives of the assignment, the technical approach, and the methodology including action plan against the KPIs mentioned in Section 3.4	20
		Agency should submit the PR Plan and tie up with leading Print and Digital Agencies	
2	Concept, Design for the mandatory components	Concept and Design of the PR and mandatory components included in the PR as per KPI.	20
3	Manpower	The applicant shall propose the Manpower for PR Agency.	10
<b>Total</b>			<b>100</b>



**2.29 Manpower Requirement:**

Sl No	Position	Onsite/Offsite	Experience	Marks for experience
1.	Content Writer (4 Nos)	Onsite	Min 7 Years of experience in journalism and communication. Experience related to creative Content curation, Art, travel and lifestyle will be a plus.	Min 7 Years- 3 Marks Above Years- 5 Marks
2.	Photographer cum Videographer (1 Nos)	Onsite	Min 5 Years of experience in Photography and videography including editing.	Min 5 Years – 3 Marks Above 5 Years- 5 Marks

All Manpower working must have Knowledge of Maharashtra Geo-political, Culture and must be proficient in Marathi, English and Hindi Language.

*Note: The CVs of the relevant staff (as given above) shall be submitted with experience mentioned.*

*\*On Site - Mandatory manpower required at client site at Directorate of Tourism, Sakhar Bhavan, Nariman Point, Mumbai from the above expert list:*

**2.30 Financial Bid Evaluation**

2.30.1 Technical bids will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%. QCBS method OF Weightage of 70:30 (Technical: Financial) of scoring will be applicable for evaluation.

2.30.2 Evaluation Procedure based on QCBS

**QCBS Selection (Rule 192 of GFR 2017)**

Under QCBS selection, the technical proposals will be allotted weightage of 70% (Seventy per cent) while the financial proposals will be allotted weightages of 30% (Thirty per cent) or any other respective weightages as declared in the RfP (Example, 60:40, 50:50, but not greater than 80%). The proposed weightages for quality and cost shall be specified in the RfP. Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer. Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.

In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

where

$C$  = Evaluated Bid Price

$C_{low}$  = the lowest of all Evaluated Bid Prices among responsive Bids

$T$  = the total Technical Score awarded to the Bid

$T_{high}$  = the Technical Score achieved by the Bid that was scored best among all responsive Bids

$X$  = weightage for the Price as specified in the BDS

The Bid with the best evaluated Bid Score ( $B$ ) among responsive Bids shall be the Most Advantageous Bid

As an example, the following procedure can be followed. In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 75 (Seventy-five) and the weightage of the technical bids and financial bids was kept as 70:30 (Seventy: Thirty). In response to the RfP, three proposals, A, B & C were received. The technical evaluation committee awarded the following marks as under:

A: 75 Marks

B: 80 Marks

C: 90 Marks

The minimum qualifying marks were 75 (Seventy-five) thus, all the three proposals were found technically suitable. Using the formula  $T/T_{high}$ , the following technical points are awarded by the evaluation committee:

A:  $75/90 = 83$  points

B:  $80/90 = 89$  points

C:  $90/90 = 100$  points

The financial proposals of each qualified consultant were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

A: Rs.120.

B: Rs.100.

C: Rs.110.

Using the formula  $C_{low}/C$ , the committee gave them the following points for financial proposals:

A:  $100/120 = 83$  points

B:  $100/100 = 100$  points

C:  $100/110 = 91$  points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A:  $83 \times 0.30 + 83 \times 0.70 = 83$  points.

Proposal B:  $100 \times 0.30 + 89 \times 0.70 = 92.3$  points

Proposal C:  $91 \times 0.30 + 100 \times 0.70 = 97.3$  points.

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 83 points: H-3

Proposal B: 92.3 points: H-2

Proposal C: 97.3 points: H-1

Proposal C at the evaluated cost of Rs.110 (Rupees One hundred and ten) was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

### **2.31 Negotiation Phase**

2.31.1 The Government shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Central Vigilance Commission (CVC)

### **2.32 Award of Contract**

#### **2.32.1 Award Criteria**

1. The work shall be awarded to the bidder who secures highest combined score.
2. However, the Director, DoT reserves the right to further negotiate the prices quoted by the successful bidder while awarding the contract.

#### **2.32.2 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.

#### **2.32.3 Letter of Intent**

Prior to the expiration of the period of bid validity, DoT will notify the successful bidder in writing or by email, that its bid has been accepted and the successful bidder will be asked to respond to DoT with their letter of Acceptance along with PBG and Contract within 10 (ten) working days.

#### **2.32.4 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 Intent to be issued to the successful bidder by DoT.

Stamp Duty on the agreement/contract document to be paid by the successful bidder as per Maharashtra Stamp Duty Act.

### 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 Non-Disclosure Agreement (NDA)

Successful bidder must sign the Non- Disclosure Agreement (Annexure XI - Non-Disclosure Agreement) with DoT

## 2.35 Payment Terms

1. Payment will be made on Monthly Retainer basis as per Key Performing Indicator (KPI) as mentioned in Point 3.4.
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.
3. ***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.***
4. The Bidder, in the event of DoT deciding to discontinue with the services of the Bidder, either during or after the Project Period 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.
5. 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.
6. Mandatory tax deduction will be done by DoT. GST invoice could be submitted after the festival as per the financial quote submitted.
7. The final payment shall be released basis the bills / KPI report submitted along with the submission of a statement of work after completion of the required work executed as per the requirements detailed in the RFP Document or communicated subsequently by the DoT.
8. For facilitating Electronic Transfer of funds, the selected Agency will be required to have vendor registration with Government of Maharashtra. If case the selected Agency is not registered as a Vendor on the payment portal, the selected Agency will be requested to provide Bank Mandate form indicating the name of the Bank & Branch, account no. (i.e., bank name, IFSC Code and Bank A/c No.) and forward a cheque leaf duly cancelled, to verify the details furnished.

## 2.36 Penalty Clause

- 2.36.1 Penalty will be imposed as per Key Performance Indicators mentioned in Point 3.4. Deduction from the quoted amount will be as per the Total Point Score in KPI.
- 2.36.2 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.

## **2.37 Termination**

2.37.1 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 before terminating the Contract of the Agency.

## **Section: 3**

# **Scope of Work**

## **1. Proposed Project & Scope of Work**

### **1.1. Proposed Project Concept**

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

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

### **1.2. Objective**

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

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

### **1.3. Positioning and Strategy**

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

#### **3.3.2. Content Creation and Management**

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

### 3.3.3. PR Activities

1. Press releases in Hindi/English and Marathi and foreign languages as agreed by DoT on major initiatives /achievements of the DoT to media, trade as per requirement of the Directorate of Tourism (DoT). The mailers can also be used as press releases when there is no immediate news or activity to be highlighted
2. Submit weekly business review consisting of international / national trends, competitors' activities, airlines/aviation development crisis, trade publicity, politics development and also articles published on Maharashtra Tourism. Preparation of detailed clipping docket/competition and general industry on customized periodicity
3. Preparation of speeches for senior officials of the Government in Hind/English/Marathi or other languages as per requirement on various activities of DoT. The basic input/primary data is to be sought by the selected agency from DoT
4. Agency should have 4K HD camera and drone for photography and videography.
5. Writing /arranging articles (Journalistic style / advertorials) (of minimum 500 words) in magazines & newspapers through print/digital publications & travel writers. The agency will send the articles to all the magazines / portals as discussed with the DoT every month. The agency shall diligently follow up for its publication. (No separate media buying costs shall be borne by DOT in case of retainership deliverables as specified in Section 3.4)
6. Providing the coverage details on Maharashtra Tourism products for the month supported by clippings of newspapers / magazines. Dispatches of print and electronic material to the media when so desired.
7. Story generation based on department activities and research data (at least 10 every month)
8. Organizing FAM tours (of minimum 4-5 days) to destinations / fairs & festivals for the stakeholders and media/bloggers/influencers/other dignitaries to different parts of the state in consultation with the DoT. The cost of hotels including food/ground-transportation/etc. for the FAM tours will be borne by DoT. The agency's responsibility is to get the best media/trade stakeholders/etc. from the identified markets overseas/within India as per the requirements of the DoT and as mutually discussed.
9. Organizing interviews of higher officials with top newspapers/magazines/TV channels /web channels/FM channels as and when required but more during the road shows and festivals of the DoT. (No separate media buying costs shall be borne by DOT in case of retainership deliverables as specified in Section3.4)
10. During the various road shows/travel trade events/travel marts organized/attended by the DoT in various cities of India, it is the responsibility of the agency to invite relevant media, set-up B2B and B2C meetings for DoT (in consultation with DoT) and ensure coverage in print/electronic/digital media. The Out-of-Pocket costs for travel, accommodation and food to the road shows will be borne by DoT. The Agency shall also be responsible for arranging the media persons and providing coverage of the same at no extra cost.



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

### **3.3.4. Media Coordination and related activities**

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

### **3.3.5. Crisis Management**

1. The trust of consumers and the public is developed by how departments manage reputational risk and crisis response. The PR Agency should have the organizational capacity to manage crisis with rapid and accurate responses and communicating the responses globally to avoid misinformation and distortion off acts.

2. Issue and crisis response mechanism - ability to set up a 24x7 robust monitoring and response system. Should have the ability to media train the relevant spokespeople in the DOT.
3. Damage Control is a necessary scope of the work. It is expected that the PR agency will help to counter any adverse publicity related to Maharashtra Tourism in India or Internationally. In cases where there is negative press for the DoT, rejoinders/damage control exercise has to be undertaken immediately.

### 3.3.6. Database creation and maintenance

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

### 3.3.7. Other related work

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

### 3.4 Key Performing Indicators (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.	Particulars	Frequency	Score
1.	Annual plan to be created having monthly action plan with activities proposed	Within the first month of appointment	5 Points
2.	Develop media information kit and research- based inputs for sharing with media and department	Monthly	3 Points

3.	<p>Press releases based on new initiatives and activities of Department, events, festivals, achievements, seasonal campaigns, etc.</p> <p>Event based PR support: For pre-event promotion, organizing B2B/ B2C meets for the duration of event and post-event coverage of event organized by the Dept. in national &amp; international media in which Maharashtra Tourism is an active participant</p> <p>Tentative events:</p> <ol style="list-style-type: none"> <li>a. Domestic Tradefairs such as SATTE, OTM, etc.</li> <li>b. International Tradefairs such as WTM, ITB, etc.</li> </ol> <p>Tentative Festivals:</p> <ol style="list-style-type: none"> <li>a. Monsoon Festivals</li> <li>b. Ganesh Festival</li> <li>c. Glamping Festival</li> <li>d. Mumbai Festival</li> <li>e. Tribal Festival</li> <li>f. Hindavi Swarajya Mahotsav</li> <li>g. Shimga Festival</li> <li>h. District- level Festivals</li> <li>i. Sponsored Events/ festivals</li> </ol> <p>Tentative roadshows:</p> <ol style="list-style-type: none"> <li>a. International Roadshows organized by DoT</li> <li>b. Domestic Roadshows organized by DoT</li> </ol>	Min. 5, every month	7 Points
4.	Newsletter describing the activities and achievements of Maharashtra Tourism	Monthly	3 Points

5.	Story generation based on department activities and research data based on tourist destinations, culture, cuisine etc. and/or Journalistic style article for Print, digital and electronic media	Min. 5, every month	3 Points
6.	Speech writing in English/ Hindi/ Marathi for dignitaries for events/festivals	Bi-monthly or as and when required	3 Points
7.	Dissemination of all the press releases/ newsletters/ articles etc. to top print, digital and electronic media, Radio mention or feature (National / within state) Digital media publication (can be article, feature, mention, news etc.) (Media list shared by DoT on the next page)	For every article/press note created	3 points
8.	Tracking and sharing the press releases/ articles published in media (top 10 print, digital and electronic media), with DoT	Immediately when published (soft copy and hard copy of the docket sheet having links, screenshots and newspaper clippings of the coverage)	3 Points
9.	Tourism news analysis to be shared in print (clippings from newspapers), digital & electronic media, with DoT (domestic and international)	Daily	3 Points
10.	Suggesting relevant award functions/ PR Events where Maharashtra Tourism can participate	To be integrated with the annual plan	3 Points
11.	Interviews in Print, electronic, digital and radio (medium for broadcast/ publication of interview to vary and to be decided in consultation with DoT)	Min. 2 every month	3 Points

	Print media publications (can be in the form of article, feature, mention, news etc.)		
12.	Press Conference/ Bridge building meet (Agency to ensure participation of min. 10 reputed print, 5 digital and 5 reputed electronic media for each press conference/meet) within State	Bi- monthly/ as and when instructed by DoT	5 Points
13.	FAM tours (of minimum 4-5 days) for media/ bloggers/ influencers/other dignitaries to different parts of the state in consultation with the DOT. The agency's responsibility is to get the best media/ influencers etc. from the identified markets overseas/within India.	2 for Media 2 for Influencers/Bloggers	3 Points
14.	Sharing updated media list (contact details of print, digital, electronic and radio)	Once at the beginning of the contract (to be updated quarterly)	3 Points
Total			50 Points

The bidder must achieve 40 points out of 50 to be liable for a 100% payment. The following deduction will be levied on bidders scoring lower than the minimum required points:

Score	Deduction
40 & Above	No deduction. 100% amount to be granted.
35 to 40 points	3 % deduction on the quoted amount
Below 35 points onwards	5% deduction on the quoted amount

Note: The deliverables submitted and the activities undertaken must be discussed and approved by DOT.

## Category wise names of newspapers, magazines, websites and web news portals

### Category 'A'

#### PRINT MEDIA

Sr No.	English Newspapers	Marathi Newspapers	Hindi Newspapers
1.	Times of India	Sakaal	Dainik Bhaskar
2.	The Hindu	Pudhari	Dainik Jagran
3.	Hindustan Times	Loksatta	Amar Ujala
4.	The Economic Times	Tarun Bharat	Hindustan Dainik
5.	The Telegraph	Maharashtra Times	Rajasthan Patrika
6.	The Asian Age	Navakal	Punjab Kesari

Sr. No.	English Magazines:	Marathi Magazines	Hindi Magazines
1.	National Geographic Traveller Magazine	Chitralekha	India Today
2.	Conde Nast Traveller	Lokprabha	Samanyagyan darpan
3.	Lonely Planet	Gruhshobha	Meri Saheli
4.	Outlook traveller	Lalit	Sakhi
5.	Travel + Leisure		Grehlakshmi

### Category 'B'

#### PRINT MEDIA

1.	Free Press Journal	Lokmat	Nav Bharat Times
2.	Mid-Day	Saamna	Nav Bharat
3.	The Indian Express	Punynagri	Hamara Mahanagar
4.	Business Standard	Tarun Bharat	Dupehar ka Saamna
5.	Mint	Divya Marathi	

1.	India today
2.	Business Traveller
3.	Discover India
4.	The Week
5.	Today's Traveller
6.	Travel Trends Today (online)

**ONLINE MEDIA**

Sr. No.	Travel websites
1.	<a href="https://www.tripadvisor.in/">https://www.tripadvisor.in/</a>
2.	<a href="http://www.walkthroughindia.com/">http://www.walkthroughindia.com/</a>
3.	<a href="https://www.tripoto.com/">https://www.tripoto.com/</a>
4.	<a href="https://www.expedia.co.in/">https://www.expedia.co.in/</a>
5.	<a href="https://www.cntraveller.in/">https://www.cntraveller.in/</a>
6.	<a href="https://www.nativeplanet.com/">https://www.nativeplanet.com/</a>
7.	<a href="https://www.thrillophilia.com/">https://www.thrillophilia.com/</a>
8.	<a href="https://theculturetrip.com/">https://theculturetrip.com/</a>
9.	<a href="https://www.lonelyplanet.com/">https://www.lonelyplanet.com/</a>
10.	<a href="http://natgeotraveller.in/">http://natgeotraveller.in/</a>
11.	<a href="https://www.buzzfeed.com/in">https://www.buzzfeed.com/in</a>
12.	<a href="http://tripsavvy.com">tripsavvy.com</a>
13.	<a href="http://trell.co">trell.co</a>

Sr. No.	News portal
1.	Mad Over Marketing
2.	Business Line
3.	First Post
4.	Scroll.in
5.	Scoop Whoop
6.	Daily hunt

7.	Forbes
8.	The Quint
9.	The Better India
10.	Outlook India
11.	Exchange4media

All the regional electronic (TV9, Lokmat, ABP Mazha, Jai Maharashtra, Zee 24 taas, Saam tv, Zee Talkies, 9X Jhakaas etc) media must be present for press conferences, events, road shows pertaining to Maharashtra. All the top national and international media must be present for the events/PCs/road shows etc. that pertain to India and International countries.



## Section 4: Annexures

**Annexure – I – Checklist**

<b>S.No.</b>	<b>Document</b>	<b>Status</b>
1	EMD Receipt / Certification of Exemption if available	
2	Tender Fee Receipt	
3	Covering Letter as per Annexure – II	
4	Details of the Applicant as per Annexure – III	
5	Technical Capacity as per Annexure – IV and V	
6	Detailed Work Plan as per Annexure – VI	
7	Financial Capacity as per Annexure – VII	
8	Performance Bank Guarantee as per Annexure – VIII	
9	Declaration of No Blacklisting as per Annexure – IX	
10	Power of Attorney as per Annexure – X	
11	Non-Disclosure Agreement as per Annexure – XI	
12	Agreement Format as per Annexure – XII	
13	Pre- Bid Queries Format as per Annexure – XIII	

**Annexure – II – Covering Letter**

(To be submitted duly signed by the Bidder or Authorized Signatory on Letter Head)

To,  
Director,  
Directorate of Tourism  
Plot No 230, 4th Floor, Sakhar Bhavan,  
Ramnath Goenka Marg,  
Nariman Point, Mumbai-400 021

Sub: Request for Proposal for “Appointment of Agency for Public Relation at Directorate of Tourism for Directorate of Tourism, GoM”.

Sir,

1. With reference to your RFP document dated DD/MM/2024, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the DoT will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Agency for the captioned assignment, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as “Agency for Public Relation for Directorate of Tourism, GoM” of the aforesaid Project.
4. I/ We shall make available to the DoT for any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of the DoT to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
  - b. I/ We do not have any conflict of interest in accordance with the RFP document.
  - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice,

- fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 2 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- e. The undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I/We believe that we satisfy the Net Worth criteria and meet the requirements as specified in the RFP document.
10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
14. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
15. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a License Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/ We offer a Bid Security of Rs. 1,50,000 (Rupees One Lakh Fifty Thousand only) to the Authority in accordance with the RFP Document. /OR/ I/ We are exempt from the payment of EMD of Rs. 1,50,000 (Rupees One Lakh Fifty Thousand only) to the Authority, as we are registered under MSME.

17. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
18. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
19. I/ We shall keep this offer valid for 180 (one hundred and Eighty) days from the Bid Due Date specified in the RFP.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Signature

Name of the Authorized Signatory with rubber stamp

Address:

Telephone No:

Place:

Dated:

### Annexure – III – General Information of the Bidder

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.

S.No.	Information	Details
1	Name of the 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 conducting events	
5	Website Address	
6	Area of Business / Services of the firm/company	
7	Status of Company (Proprietorship Firm, Partnership LLP, Public Ltd., Pvt. Ltd., etc.) <i>Attach relevant documentary evidence.</i>	
8	Company's Goods and Service Tax registration No.	
9	Company's permanent account number (PAN)	
10	Company's turnover 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 the contact person	
14	Fax Number of the contact person	
15	Email address of the 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]

**Annexure – IV – Experience of working with Ministry of Tourism or State Department of Tourism**

S.No.	Type of Event	Detail of Client (State or Central)	Status (Completed or Ongoing)

**Annexure – V – Experience of working as with Government Owned Entity**

S.No	Type of Event	Detail of Client (State or Central)	Status (Completed or Ongoing)



**Annexure – VI – Detailed Work Plan for this Project**

## A. Work Plan for this project

S.No	Deliverables	M1	M2	M3	M4	M5	M6
	Inception Report						
	Pre event report						
	During event report						
	Post event report						

## B. Reporting and Deliverables

### Annexure – VII – Information for Financial Qualification

(To be submitted by the Bidder on the Letterhead of the Statutory Auditor)

**Name of the Project:** Request for Proposal for “**Appointment of an Agency for Public Relations for Directorate of Tourism, GoM**”.

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ (Name of Bidder), and certify that the cumulative gross turnover of M/s \_\_\_\_\_ (Name of the Bidder) in the last Three completed financial years is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) Year wise detail of Annual Gross Turnover is as under:

- a) **Annual Gross Turnover:** The average annual gross turn-over as per the audited annual financial statement\* of the last Three Financial Years should be presented in the following tabular format (along with the copies of above documents) certified by the Statutory Auditor of the Bidder.

S.No	Financial Year	Total Gross Turnover in INR
1.	Financial Year 2021 – 22	
2.	Financial Year 2022 – 23	
3.	Financial Year 2023 – 24	
<b>Gross annual Turnover for last three years</b>		
<b>Average annual turnover for last three years</b>		

- b) **Net worth:** Net Worth shall mean (Subscribed and Paid-up Equity Capital (not to include any Share Application Money/Preference Share Capital) including Equity/Security Premium+ General Reserves) Less (Revaluation Reserves +Accumulated Losses + Miscellaneous Expenditure not written off + Accrued Liabilities not accounted for + Intangible Assets). It should be presented in the following tabular format (along with the copies of audited annual financial statement of FY 2023-24/year claimed) certified by the Statutory Auditor of the Bidder

Calculation of Net Worth as on 31.03.2024 :		
Particulars	Amount (Rs. in Cr)	
	Subscribed and Paid-up Equity/ Capital (Including Equity/Security Premium)	
Add	General Reserves	
Less	Revaluation Reserves	
Less	Accumulated Losses	
Less	Miscellaneous expenditure not written off	
Less	Accrued liabilities not accounted for	
Less	Intangible Assets	
<b>TOTAL NET WORTH</b>		

The information given above are true as per the audited financial statement of the Bidder/Member. We have signed this Annexure – VII in our capacity as the Statutory Auditor of \_\_\_\_\_(name of the Bidder).

Signature of the Statutory Auditor\*

Name of the Statutory Auditor\*

Company Seal of the Statutory Auditor\*

### Annexure – VIII – Performance Bank Guarantee

*(Sample for Contract Performance Bank Guarantee)*

In consideration of the Governor of Maharashtra (here in after referred to as “the Government”) having agreed to exempt..... (here in after referred to as “the Contractor”) from depositing with the Government in cash the sum of Rs. .... (Rupees ..... only) being the amount of Security Deposit payable by the Contractor to the Government under the terms and conditions of the Agreement dated the ..... day of..... and made between the Government on the one part, and the Contractor on the other part (hereinafter referred to as “the said Agreement”) for..... as security for due observance and performance by the Contractor of the terms and conditions of the said Agreement, on the Contractor furnishing to the Government a Guarantee in the prescribed form of a Schedule Bank of India being in fact those presents in the like sum of Rs. .... (Rupees ..... only). We..... Bank/Limited registered in India under.....Act and having one of our Local Head Office at ..... do hereby :

1. Guarantee to the Government :

- (a) Due performance and observance by the Contractor of terms, covenants and conditions on the part of the Contractor contained in the said Agreement. and
- (b) Due and punctual payment by the Contractor to the Government of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the Government by the Contractor under or in respect of the said Agreement.

2. Undertake to pay to the Government on demand and without demur and not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any court of Tribunal relating there to the said sum of Rs. .... (Rupees ..... only) or such lesser sum as may demand by the Government from us our liability hereunder being absolute and unequivocal and agree that.

3. (a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will be continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been duly paid and its claims satisfied or discharged and till the Government certifies that the terms and conditions of the said Agreement have been fully properly carried out by the Contractor.

(b) We shall not be discharged or released from the liability under this Guarantee by reasons of

- i) Any change in the constitution of the Bank or the Contractor. or
- ii) Any agreement entered into between the Government and the Contractor with or without our consent.
- iii) Any forbearance or indulgence shown to the Contractor
- iv) Any variation in the terms, covenants or conditions contained in the said Agreement.
- v) Any time given to the Contractor, or
- vi) Any other conditions or circumstances under which, in law, a surety would be discharged.

(c) Our liability here under shall be joint and several with that of the Contractor as if we were the Principal debtors in respect of the said sum of Rs. .... (Rupees.....only) and

(d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the Government.

**Annexure – IX – Undertaking for Not being Debarred / Not Blacklisted**

(Duly Notarized)

(On non-judicial stamp paper of Rs. 100)

We do hereby undertake and confirm that any Central/ state government/ public sector undertaking/ DoT or other Organization (100% owned by Govt.), applicable for all Ministries have not banned/ debarred business with us as on the date of tender submission. Also, any work executed by us has not been rescinded/ terminated after award of contract to us during the last five Financial Year (from the last day of the previous month of tender submission) due to our non-performance.

In case at a later date the undertaking is found to be false or incorrect, DoT shall have the right to terminate the license agreement/LOA and forfeit EMD/Performance Security.

Stamp & Signature of Authorized Signatory Note:

The undertaking shall be signed by authorized signatory of the applicant.

### Annexure – X – Power of Attorney

Know all men by these presents, We..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms..... (name and residential address) 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 Request for Proposal for “Appointment of an Agency for Public Relation at Directorate of Tourism for Directorate of Tourism, GoM” including signing and submission of all documents and providing information/responses Directorate of Tourism (“DoT”), representing us in all matters before DoT and generally dealing with 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

\_\_\_\_\_

Accepted

\_\_\_\_\_

(signature)

(Name, Title and Address) of the Attorney

Note: -

*\*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

*\*\*It should be on non-judicial stamp paper of Rs. 100/- duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*

*\*\*\*Power of Attorney is not required if the proprietor is signing the bid.*

### Annexure – XI – Non-Disclosure Agreement

[Company Letterhead]

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

1. The “DoT” has issued a public notice inviting various organizations for provision of for “Appointment of an Agency for Public Relations for Directorate of Tourism, Government of Maharashtra”
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 Disoperation’s that are considered confidential.
  - b) The Bidder to whom this information (Request for Proposal) is disclosed shall–
    - i. hold such information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
    - ii. restrict disclosure of the information solely to its employees, other member with a need to know such information and advice those persons of their obligations hereunder with respect to such information;
    - iii. use the information only as needed for the purpose of bidding for the Project;
    - 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 thereafter may be obtained by the DoT is either granted or implied by the conveying of information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the DoT on any copy of the information and shall reproduce any such mark or notice on all copies of such information.
9. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.
10. Upon written demand of the DoT, the Bidder shall (i) cease using the information, (ii) return the information and all copies, notes or extracts thereof to the DoT forthwith after receipt of notice, and (iii) upon request of the DoT, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
11. This Agreement constitutes the entire Agreement between the DoT and the Bidder relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the two parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
12. Confidential information is provided "As-Is". In no event shall the DoT be liable for the accuracy or completeness of the confidential information.
13. This agreement shall benefit and be binding upon the DoT and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
14. This agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

(Signature)

(Name of the authorized Signatory) Designation :

Date :

Time :

Seal :

Business Address:



**Annexure – XII – Agreement Format**

*(As per Maharashtra Stamp Duty Act, Agreement to be printed on stamp paper /franking based on Work Order value)*

This agreement is made at Mumbai on this day of 2024 between -----, an Agency having its registered office at----- (hereinafter referred to as "the Agency") which expression shall mean and include its successors, representatives, authorized agents and assigns of the First Part

**And**

Directorate of Tourism, Govt. of Maharashtra (DoT), having its office at Plot No 230, 4th Floor, Sakhar Bhavan, Ramnath Goenka Marg, Nariman Point, Mumbai-400 021. (hereinafter referred to as "the Client" which expression shall mean and include its successors, representatives, authorized agents and assigns of the Second Part.

Whereas the Agency is engaged in the business of organizing FAM events and media management and other allied communication services.

**1. PURPOSE**

Whereas the Client is interested in engaging the services of Agency for Public Relation at Directorate of Tourism for Directorate of Tourism, GoM whereas the Agency has agreed to render such services as and when required to the Client, on the following terms and conditions herein after agreed to between the parties.

- The Client hereby appoints the Agency as their event agency to render its services for Public Relation at Directorate of Tourism for Directorate of Tourism, GoM.
- The Agency will deliver to the Client as per the Scope of the Work mentioned in the bid document.

**2. TERMS & CONDITIONS**

This Agreement will become effective from the date of issue of work order and unless sooner terminated, shall continue in full force and effect up to the event completion.

**3. AGENCY COMPENSATION:**

1. The agency will be compensated as per the financial quote
2. The client would deduct TDS on all the payments as per rule. The agency is bound to provide PAN number to the client. The agency is entitled to seek details of such deductions made.

**4. PAYMENT MODE**

- i) The payment will be on monthly basis based on the evaluation of Key Performing Indicators as

mentioned in Point 3.4

- ii) The Agency will submit its bills/debit notes to the Client in triplicate along with the copy of the work order.
- iii) 3 copies of post event report along with final deliverables must be submitted.
- iv) Other bills as per estimate approved with the Client.
- v) For any payment made by the client where the amount exceeds the actual and correct payable amount either due to oversight or due to any other reason, the agency would be bound to return the extra amount within one week after receipt of such notice.

## **5. PENALTY CLAUSE**

- a) Penalty will be imposed as per Key Performance Indicators mentioned in tender document. Deduction from the quoted amount will be as per the Total Point Score in KPI.
- b) 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.

## **6. SECURITY DEPOSIT**

- i) Security Deposit in the form of Bank Guarantee. An amount equal to 5% of the work order (total event cost) has to be deposited with the Department, which shall be returned after the satisfactory completion of the contract/ Job.
- ii) However, delay in return of the bank guarantee by the client will not invite any penalty on the client, but the client will inform the agency in writing about the cause of delay.
- iii) Forfeiture of Bank Guarantee: Bank Guarantee may be forfeited in the following cases:
  - a. When any term and condition of the contract is breached.
  - b. When the bidder fails to make complete the job satisfactorily.
  - c. Notice of reasonable time will be given in case of forfeiture of security deposit.
  - d. Decision of Director shall be final.

## **7. DISPUTE SETTLEMENT MECHANISM**

### **a) AMICABLE SETTLEMENT:**

In the event of the dispute related any of the matters set out in this contract, including termination of the contract. The parties shall discuss in good faith to resolve the difference within 15 business days of the dispute being raised (or such longer period as the parties to the dispute may mutually agree to in writing). All such disputes that have not been satisfactorily resolve through discussion shall be referred to secretary, Department of

Tourism. All such disputes that have not been satisfactorily resolved after referring to Secretary, Directorate of Tourism shall be settled by arbitration.

b) **ARBITRATION:**

Any and all claims, disputes, controversies or differences arising between the parties out of or in relation to or in connection with this agreement or with a breach thereof, which cannot be satisfactorily settled by correspondence or mutual conference between the parties hereto, shall be determined by arbitration. The venue of such arbitration shall be Mumbai and the language of arbitration shall be in English.

c) **JURISDICTION:**

All legal proceedings, if necessity arises to institute, by any of the parties shall have to be lodged in courts situated in Mumbai and no elsewhere. This agreement will be deemed to have been made in Mumbai.

### **8. NON-EXCLUSIVE**

This agreement does not establish the Agency as exclusive implementing Agency of the Client during the term of this agreement or otherwise. The Client shall not be obliged to use the services of the Agency in any media country or region.

### **9. REPRESENTATION & WARRANTIES**

- i. The Agency hereby represents and warrants to the client that
- ii. It is a duly incorporated company under the Companies Act, 1956.
- iii. By entering into this agreement, it does not violate any obligations, under any other contracts entered into by it.
- iv. No suit has been instituted against him for insolvency or bankruptcy, or for winding up proceedings.
- v. Agency is competent to enter into this agreement.
- vi. Agency shall not assign or transfer his rights/obligations under this agreement.

### **10. CONFIDENTIALITY**

The Agency undertakes that it shall keep strictly secret and confidential and shall not disclose, divulge or reveal during the continuance of this agreement or at any time thereafter the confidential information disclosed, communicated or given by the client relating to the products, whether disclosed or communicated to the Agency under this agreement or gained or otherwise acquired by the Agency under or by virtue of or as a result of the implementation or performance of its obligation under this agreement.

### **11. INDEMNITY**

The Agency shall indemnify and keep indemnified the Client against any loss or costs, charges and expenses to be incurred or suffered by the Client by reason of or as a result of the Agency doing any act contrary to the provisions of this agreement.

**12.TERMINATION PROVISION**

In case of unsatisfactory performance of the agency, the department can terminate the contract with immediate effect.

**13.NOTICE**

Any notice given under this agreement shall be sent by letter or telegram to the usual address or last known place of business and shall be deemed to have been received by the addressee in ordinary course of post, if by letter or within twenty-four hours after dispatch, if by telegram.

**14.FORCE MAJEURE**

Force Majeure Event in respect of a Party means any event that occurs due to any cause beyond such Party's reasonable control, including without limitation, fire, flood, epidemic, pandemic, earthquake, government-imposed lockdowns/shutdowns, explosion or other casualty or accident or act of God, war or other violence, and which event causes a delay, hindrance or failure or has a direct impact on such Party's performance of its obligations under this Agreement.

The Parties shall not be liable for any delay or failure to perform any of its obligations under this Agreement on account of Force Majeure Event. The Party claiming a Force Majeure Event shall promptly notify the other Party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder with the utmost dispatch when such cause is removed. DoT may direct in writing that the Agency suspend, delay or interrupt performance of all or any part of the Services and the associated payments for such period that DoT determines to be appropriate.

In the case of force majeure, clause 11 will not be applicable.

**15. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement with respect to the subject matter hereof and may only be modified or amended in a written document signed by both parties.

**a) WAIVER**

No waiver or breach of any provision of this agreement shall constitute a waiver of any other provision, and no waiver shall be effective unless made in writing and signed by an authorized representative of the party against whom such waiver is to be enforced. In the event that any provision of this agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the remaining part of the agreement shall continue in full force and effect.

**b) MODIFICATION**

- i. This agreement will be executed in duplicate and one copy will remain with the Client and the other with the Agency.
- ii. The expenses of completing and stamping the agreement shall be paid by the agency and the Department shall be furnished free of charge with one executed stamped counter part of the agreement.
- iii. Any modifications of this agreement shall be made in writing by mutual consent of the parties.

IN WITNESS WHEREOF the parties have put their hands the day and year first herein above written.

For – M/s.....  
(Signature, Full Name & Seal)

Mr/Ms.....

WITNESS No.1 : \_\_\_\_\_

WITNESS No.2: \_\_\_\_\_

Signature for and on behalf

FOR- Directorate of Tourism (DoT), Govt. of Maharashtra.  
(Signature, Full Name & Seal)

Mr./Ms. \_\_\_\_\_

WITNESS No.1: \_\_\_\_\_

WITNESS No.2: \_\_\_\_\_

**Annexure – XIII – Pre-Bid Queries Format**

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