



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

Request for Proposal (RFP)

for

**Appointment of an Agency for
Marketing and Brand Advisory Agency 2025-26**

Directorate of Tourism, Government of Maharashtra
Plot No 230, 4th Floor, Sakhar Bhavan, Ramnath Goenka Marg,
Nariman Point, Mumbai-300 021

Website: www.maharashtratourism.gov.in

E-TENDER NOTICE**INVITATION OF TENDER FOR APPOINTMENT OF AN AGENCY FOR MARKETING AND BRAND ADVISORY AGENCY. (FINANCIAL YEAR 2025-2026) FOR THE DIRECTORATE OF TOURISM, GOVERNMENT OF MAHARASHTRA.**

Through this RFP, DoT intends to select an agency by following competitive bidding process for Marketing and Brand Advisory Agency. 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 28.03.2025 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: 11/04/2025 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 organizing Marketing and Brand Advisory Agency. for Directorate of Tourism, Govt of Maharashtra.
2. EMD: Rs. 1,50,000
3. Online Tender Fee: Rs 2000/- (plus 18% GST)
4. Estimated Tender cost: Rs 2 Crore (all inclusive)

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 organizing Marketing and Brand Advisory Agency. for Maharashtra Tourism for Financial Year 2025-2026”.

Project Duration: The project “Appointment of an Agency for organizing Marketing and Brand Advisory Agency”. for Maharashtra Tourism for Financial Year 2025-2026” is proposed to be given to the bidder for the period of 1 year. Performance evaluation on the basis of Key Performance Indicators (KPIs) are set out in Section 3.4. 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. Further, the decision of extension of subsequent one year additional to the initial period, will be taken on the basis of performance evaluation done by DoT.

The details for organizing the **Marketing and Brand Advisory Agency**. 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 thereof 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 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 organizing Marketing and Brand Advisory Agency. for Maharashtra Tourism **for Financial Year 2025-2026**”.

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, 4th Floor, Sakhar Bhavan, Ramnath Goenka Marg, Nariman Point, Mumbai-300 021.

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. Tender Fee

The cost of the tender document (non-refundable) of Rs 2000/- (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 as per below bank account details:

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) days from the date of issue of Letter of Intent.

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 11th 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.	Advertising Date	28.03.2025
2.	Name of the project	RFP for "Appointment of An Agency for Marketing and Brand Advisory Agency. for (Financial Year 2025-2026) for Maharashtra Tourism"
3.	Project Period	1 year
4.	Bid Procedure	Two Part (Technical & Financial), Open competitive bid
5.	RFP Document Download Start Date & Time	From 28.03.2025 at 13:00 HRS (IST) to 11.04.2025 till 13:00 HRS
6.	Website for downloading Tender Document, Corrigendum's, Addendums etc.	https://mahatenders.gov.in
7.	Last Date for submitting pre-bid queries as per the format given in Annexure -III to be submitted only over email to "asdtourism.pub-mh@gov.in"	03/04/2025 till 13.00 Hrs
9.	Last date (deadline) for Submission of bids	11.04.2025 after 13:00 HRS
10.	Date and time of opening of Technical bids	15.04.2025 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 th Floor, Sakhar Bhavan, Ramnath Goenka Marg, Nariman Point, Mumbai-300 021 E-mail: asdtourism.pub-mh@gov.in
14.	Note : All Bidder must submit hardcopy of tender document including presentation via courier at the above mentioned address.	

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 exempted for submitting the tender fee and earnest money deposit (EMD).	Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) *Submit valid certificate duly issued by GOI as proof for MSME registration
2.	Tender Fee to be paid via Online Payment Gateway mode only.	Rs. 2,000/- + 18% GST (Rupees Five 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 for 1.5 Years

Section 2: Instructions to Bidders

2. Instructions to Bidders (ITB)

2.1. Introduction of Maharashtra Tourism

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

Maharashtra is one of the few regions in the world which offers multiple types of destinations for its tourists. It has 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

To onboard an agency for marketing and branding Maharashtra and promote Maharashtra as an ideal travel destination for across domestic and international traveler.

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 Marketing and Brand Advisory Agency. in Maharashtra hosted by the Directorate of Tourism (DoT), Government of Maharashtra. Through this RFP, we aim to engage an agency with proven expertise and innovative ideas for attracting tourist from across the globe to Maharashtra. By seeking the participation of competent agencies, we endeavour to ensure the success and widespread enjoyment of this significant cultural event.

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.

2.3.3 The contract period for tender is for 1 year. Performance evaluation on the basis of Key Performance Indicators (KPIs) are set out in Section 3.4. 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. Further, the decision of extension of subsequent one year additional to the initial period, will be taken on the basis of performance evaluation done by DoT.

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. Consortium, Joint Ventures and Subcontracting

Consortium, Joint Ventures and Subcontracting are allowed. As per the rules of Maha DIT, the following conditions will apply if bidding as a consortium / joint venture:

2.6.1 The lead bidder will be responsible for works which are estimated to be at least 50% of the total value of the contract.

2.6.2 The lead bidder will be liable for the entire scope of work and risks involved thereof (the liability should be for the entire value of the contract)

2.6.3 The non-lead bidders will be liable for the scope of work for which they are responsible along with the lead bidder.

2.6.4 Any change in the consortium member at a later date will not be allowed.

2.6.5 A particular company can be a member of only one consortium.

2.6.6. All the members are part of the contractual arrangement between themselves before submitting the bid.

In case of subcontracting the following will be applicable as per the Maha DIT rules:

2.6.7 The bidders can subcontract part of the work, provided it is not more than 50% of the estimated fair value of the contract.

2.6.8 the Bidder may change the sub-contractor, provided it does not impact the quality of services being delivered. However, the bidder must inform DoT on its intention to change the sub-contractor and reason thereof.

2.6.9 The liability for performance rests with the lead bidder and not with the sub-contractor.

2.7. Completeness of Response

2.7.1. 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.

2.7.2. 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.

2.8. 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.

2.9. 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.

2.10. Amendment of RFP Document

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

2.10.2 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.

2.11. 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.

2.12. 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.

2.13. Earnest Money Deposit (EMD)

2.13.1 Bidders shall submit, EMD of Rs. 1,50,000 (Rupees One Lakh Fifty Thousand only) through Online e-Tendering Payment Gateway mode only.

2.13.2 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.

2.13.3 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.

2.13.4 The Bid submitted without EMD/receipts, 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.

2.14. Authentication of Bid

2.14.1 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.

2.14.2 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.

2.15. 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.

2.16. 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.

2.17. 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.

2.18. 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.

2.19. 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: Pre-Qualification and Technical Proposal	The Pre-Qualification and Technical Proposal shall be prepared in accordance with the requirements specified in Section 2.26 and Section 2.30 of the RFP respectively. Each page of the Pre-Qualification and Technical Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Pre-Qualification and 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. DoT may seek clarifications from the Bidder on the filter criteria. Any of the clarifications by the Bidder on the pre-qualification proposal should not have any commercial implications. The financial proposal submitted by the Bidder should be inclusive of all the items in the pre-qualification criteria and should incorporate all the clarifications provided by the Bidder on the pre-qualification proposal during the evaluation of the offer.
4. The bid will be disqualified if the technical proposal consists of any financial proposal / bid value details.
5. If any Bidder does not qualify the Pre-qualification and technical proposal stated in Section 2.26 and Section 2.30 of this RFP, the financial proposals of the Bidder shall not be opened in the e-Tendering system. Similarly, if the Bidder does not meet the pre-qualification criteria, the financial proposal of the Bidder shall be unopened in the e-Tendering system.
6. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which DoT reserves the right to reject the proposal.
7. Proposals sent by fax/ post/ courier / email shall be rejected.

2.20. 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.

2.21. 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.

2.22. 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.

2.23. 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.

2.24. Bid Opening

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

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

2.24.3 Bid opening shall be conducted in two stages.

2.24.4 In the first stage, Pre-qualification and technical proposals shall be opened and evaluated as per the criteria mentioned in Section 2.26 of the RFP.

2.24.5 In the second stage, Financial Proposals of those Bidders, who qualify pre-qualification and scores the minimum qualifying marks (70 marks) as per the evaluation process mentioned in clause 2.29.2, 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.

2.24.6 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.

2.24.7 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.

2.25. Evaluation Process

2.25.1 The Tender will be evaluated by the DoT.

2.25.2 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.

2.25.3 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.

2.25.4 The DoT team shall assign a Technical score to the Bidders based on the Technical evaluation and prequalification criteria detailed in the RFP. The Bidders with a technical score above the threshold as specified in Section 2.29 of the RFP shall technically qualify for the commercial evaluation stage.

2.25.5 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.

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

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

2.26. 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
PQ 1	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	<ul style="list-style-type: none"> • Certificate of Incorporation, Partnership deed and Memorandum of Association • Registration of the Firm/ agency • Shop and establishment registration (if any)

		<p>company registered under Companies act 1956 or 2013, Government-owned Companies for atleast 5 years.</p> <p>In case of Consortium / Joint Venture:</p> <ul style="list-style-type: none"> All the member of the Consortium should be registered legal entity in India and should have signed Integrity Pact (As per the format provided in Section 4), At least one member of consortium should meet the turnover requirement. At least one member of consortium should meet the financials requirement. 	<ul style="list-style-type: none"> Aadhaar details of the proprietor or partners PAN No. GSTN
<p>Note:</p> <ol style="list-style-type: none"> The RFP must be signed by duly authorized person holding the power of attorney in case of limited company, corporation or consortium. A certified copy of the power of attorney shall accompany the RFP; The RFP should include a brief description of the roles and responsibilities of individual members, particularly with reference to technical obligations; Applicants may form a Consortium/ joint venture to enhance their qualification during the RFP; In case of a consortium, following criteria must be noted by the Applicants <ul style="list-style-type: none"> Number of members allowed in a Consortium during the RFP shall not exceed 3 (three). Members of the Consortium shall nominate one member as the lead member (the "Lead Member"); An individual Applicant cannot at the same time be member of a Consortium applying for the RFP. Further, a member of a particular applicant Consortium cannot be member of any other applicant Consortium. 			
PQ 2	Presence	The bidding agency / consortium should have a fully functioning office in Mumbai.	<ul style="list-style-type: none"> Shop establishment license / rent agreement / lease agreement.
PQ 3	Financial Capacity	The bidding agency / consortium must have been in operation for a minimum period of 5 years , with an average annual turnover of Rs 1.5 Crores in the last 3 years.	<ul style="list-style-type: none"> Copy of the audited Balance Sheet and Profit & Loss Statement of the company for the last 3 (Three) financial years (i.e 2021-22, 2022-23, 2023-24)

		<i>Preference would be given to Agencies/ organizations with experience in the fields of Tourism, Travel, and/or Hospitality.</i>	<ul style="list-style-type: none"> • Certificate form the Statutory Auditor /Chartered Accountant clearly stating the average annual turnover in the format provided in Section 4 • A letter in the format provided in Section 4, signed by the Authorized Signatory of the Bidder and certified by the Statutory Auditor.
PQ 4	Net Worth	The bidder /consortium should have a positive net worth as on 31 st March 2025	The firm shall have a positive net worth on 31 st March 2025. The bidder must provide a Certificate form the Statutory Auditor /Chartered Accountant clearly stating the net worth, in the format provided in Section 4.
PQ 5	Experience	<ul style="list-style-type: none"> • Company should have experience in tourism advertising or having past experience of handling tourism promotion works and handling domestic and international Print and mass media including Radio, TV etc in the field of Tourism, Travel & hospitality for Central, State Govt/PSU with Minimum One project costing Rs 80 Lakh (each) in last 5 Years. • Should have at least one national client/brand, which has released campaigns in at least 5-10 foreign countries in the client portfolio. • Attach Copies of bills from accredited media including print, TV, radio to the agency for 	Work Orders, Completion Certificates and copies of bills need to be submitted.

		release in at least 5 states in India to be attached)	
PQ 6	Manpower	Agency shall have manpower who have in depth knowledge of History/Art/Culture of Maharashtra.	Submit CV of Manpower along with marksheets of academic and professional degrees.
PQ 7	Memberships	The Bidder should be registered/ empanelled with Ministry of Tourism, Govt of India and/ or any State Tourism Dept. with valid membership.	Copies of valid membership Certificates.
PQ 8	Registration	Agency should have mandatory INS registration.	Should submit the certificate.
PQ 9	Blacklisting	The bidding agency, or in case of consortium, none of the members of the Consortium should 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 10	EMD	The bidding agency should submit Earnest Money Deposit / Bid Security as specified in this RFP Document.	Online payment EMD receipt

2.27. Evaluation of Prequalification Proposals

Bidders, whose EMD and RFP Document Fees are found in order, shall be considered for Pre-Qualification criteria and technical evaluation mentioned at Section 2.26.

2.28. Evaluation of Technical Proposals

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

1. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and completion certificates, client contact information for verification, and all others) as required for technical evaluation.
2. At any time during the Bid evaluation process, the 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.

2.29. Technical Evaluation Methodology

- 2.29.1 Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. (Refer Section 2.30).
- 2.29.2 In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy).
- 2.29.3 The financial proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- 2.29.4 DoT reserves the right to accept or reject any or all bids or annul the tender process without giving any reasons thereof.
- 2.29.5 DoT shall inform to the technically qualified Bidders about the date and venue of the opening of the financial proposals.

2.30. 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 100
A	Documents		50
1	Technical and Financial Capabilities	<p>The bidder should have an annual average turnover of Rs. 1.5 Crores certified by chartered accountant during last 3 financial years (i.e 2021-22, 2022-23, 2023-24).</p> <p>Agency having Average turnover of Rs. 1.5 crores. Up to Rs. 3 Cr – 10 marks Agency having Average turnover above Rs.3 Cr. Up to Rs.5 Cr – 15 marks Agency having Average turnover above Rs. 5 Cr– 20 marks</p>	20
		<p>The bidder must have successfully completed at least one similar project (Branding and Promotion for in the field of Tourism related activities for Central Government / State Government or PSUs during the last 5 years preceding the proposal due date</p> <p>. A. Single similar project costing INR 80 Lakh (10 marks) B. Additional Projects of minimum 40 lakhs each (other than the projects mentioned in the point (A) [5 marks each up to max. 10 marks]</p> <p>Note: Work order & Completion certificate need to be enclosed</p>	20
		Team Requirement as mentioned in section 2.38	10

B	Presentation - Approach and Methodology		50
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 Agency should submit the marketing plan and tie-ups with the local tour operators, travel agents and/or accommodation facilities.	20
2	Concept, Design for the mandatory components	Concept and Design of the Marketing and Brand Advisory Agency. and mandatory components in tourism.	20
3	Innovative ideas for value addition in Branding and Promotion in community/ resources.	The applicant shall propose unique value adding components to the Marketing and Brand Advisory Agency. that enhance the delegates' experience.	10
	Total		100

2.31. Financial Bid Evaluation –

2.31.2 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.

2.31.3 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.

2.32. Negotiation Phase

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

2.33. Award of Contract

2.33.1 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.

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

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

2.33.3 Letter of Intent

Prior to the expiration of the period of bid validity, DoT will notify the successful bidder in writing or by 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.

2.33.4 Signing of Contract

DoT shall notify the successful bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement with DoT within the time frame mentioned in the Letter of 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. No advance payment shall be made.
2. The Bidder's request(s) for payment shall be made to the DoT in writing, accompanied by an invoice describing, as appropriate, the Goods/Products/Services/Solutions delivered, and the Services performed.
3. Payment will be done on the basis on monthly retainer basis post submission of MPR and evaluation of KPI score.
4. ***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.***
5. 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.
6. 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.
7. Mandatory tax deduction will be done by DoT. GST invoice could be submitted along with MPR as per the financial quote submitted.
8. 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.
9. 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

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.

2.38. Manpower Requirement

The manpower requirement are as follows:

Sl No	Position	Onsite/Offsite	Experience	Marks for experience
1.	Team Lead	Onsite	Min 5 Years	Min 5 Years- 3 Marks Above 5 Years- 4 Marks
2.	Creative Expert I	Onsite	Min 3 Years	Min 3 Years – 2 Marks Above 3 Years- 3 Marks
3.	Creative Expert II	Onsite	Min 2 Years	Min 2 Years – 2 Marks Above 2 Years – 3 Marks
4.	Backend Support Staff	Offsite		

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

Section: 3

Scope of Work

3. Proposed Project & Scope of Work

3.1. Proposed Project Concept

The Agency should be aware of developments in travel and tourism sector, undertake market studies and identify markets for Maharashtra Tourism. The Agency will have to develop effective marketing and creative strategies for the department. The Agency should ensure brand image and creative continuity across multiple markets in trade activations and media campaigns to ensure integrated messaging and cost synergies. The Agency should keep itself abreast of the latest trends in tourism sector and should be proactive in adapting to changes in marketing and technology. The Agency will have to support the Department in all relevant marketing and promotional activities.

The Agency will advise DOT for promotion, branding, marketing tourism in the state.

The Agency will also execute work with empaneled agencies whenever required.

The agency will need to work closely with DOT, Appointed Agencies and Empaneled Agencies on regular basis to deliver an integrated marketing and branding solution for Maharashtra Tourism.

1. The Scope of Services:

Promotion of Maharashtra Tourism

- Facilitate DoT in strengthening Maharashtra Tourism promotion and positioning of Maharashtra as the most promising destinations at national and international level.
- Providing a Creative Vision for a period of one year, which will align with and take “Maharashtra Tourism” into the future in both Domestic and International markets.
- Formulating and implementing a Creative/ Brand Positioning Strategy for the international and domestic markets for One year, i.e. 2025-26. The Creative Strategy would subsequently align with the Media Strategy of the Maharashtra Tourism.
- To develop a Product Portfolio of Maharashtra Tourism and map the key source markets and classify them – domestic and international.
- To identify different traveler segments – domestic and international and develop traveler segmentation
- Develop marketing & branding strategy to promote Maharashtra tourism through creatives (Print Creatives, TVCs, Outdoor Media Creatives). The Agency should ensure brand image and creative continuity across multiple markets in trade activations and media campaigns to ensure integrated messaging and cost synergies.
- Preparing and maintaining an inventory of Images and Creatives of Maharashtra Tourism.

Creatives and Design Services

- Promote Destination Maharashtra in both Domestic and International markets through designing and production of high-quality creatives namely Print Creatives, TVCs and Outdoor Media Creatives during the period, i.e. 2025-26 on themes / subjects to be decided in consultation with the Maharashtra Tourism.
- Developing of creatives which will mainly include Print Ads (theme campaigns), TVCs and Films and execution/ production of the same. The creatives will be in primarily be in Marathi and English languages (translation of the same to other national and international languages if required)
- Assist DoT in advertising the same in coordination with the identified vendors through print

(newspapers/ magazines), TV and OOH/ Billboards.

Media Planning & Media Releasing

- Prepare Comprehensive Marketing budget, Media Plans, Micro Plans clearly indicating a road map for promotion of Maharashtra Tourism at national and international level and supporting execution of the media plan based on approval from the DoT.
- Selection and finalization of Media vehicles for different markets and segments. It should be appropriate, cost –effective and cost saving.
- Provide the list of target audience and determine the media vehicle/medium that will be most effective in reaching the best promotion of Maharashtra tourism such as local/regional and national campaigns through the following channels:
 - a) Electronic: TV, Digital
 - b) Print: Newspapers, Magazines
 - c) Outdoor: OOH, Hoardings, bus/train panels, metro rail and metro stations, airports.
 - d) Other innovative modes of communication.
 - Planning most appropriate schedules for release of campaigns in different markets
 - The selected Agency should have capabilities of implementing the proposed plan through all the above media in coordination with DoT.
- If needed the selected Agency should have capabilities of executing Media campaigns on the above listed media channels in domestic & international markets on additional payments.

Key Deliverables for Marketing & Brand Advisory Agency

Creative & Campaign Development

1. **Print Campaign** – Strategy and creative mock-ups (1 nos.)
2. **OOH Campaign** – Strategy and creative mock-ups (1 nos.)
3. **Event Stall Design/ Banner**– Creative mock-ups (1 nos.)
4. **Digital Films** – Creative strategy and storyboard (1 nos., max duration: 3 minutes)
5. **Publicity Literature** – Brochure/Leaflets/Map design and artwork (1 nos.)
6. **Digital Creatives** – Social Media post/Digital banner/website banner, etc. (1 nos)

Strategic Planning & Advisory

6. **Concept Note / Scope of Work** – Events, Festivals, Roadshows, Conclaves, etc. (1 nos.)
7. **Product/Destination/Experience Development & Positioning Strategy** (1 nos.)
8. **Strategic Development Plan** – For campaigns (1 nos)
9. **Creative/Brand Positioning Strategy** – For Maharashtra Tourism.
10. **Target Audience Segmentation** – Based on demographics, geography, behavioural attributes, etc.
11. **Content Strategy** – Development, planning, and execution roadmap.
12. **Research & Development** – Preparing presentations & reports for Maharashtra Tourism related to Marketing activities
13. **Comparative analysis with other tourism depts.** (domestic / international)
14. **Creating repository of content for tourism destinations, attractions in Maharashtra**

Media Execution & Review

15. **Briefing Empanelled Agencies** – Coordination for marketing, promotional activities & media campaigns
16. **Media Plans** – Micro planning of media plan based on the approved media strategy.
17. **Review of Executed Media Campaigns** – Performance assessment and reporting.
18. **Marketing Publicity Budget Planning** – Allocation and monitoring.
19. **Review of Vendor Creatives** – Ensuring alignment with brand guidelines.
20. **Evaluation of Third-Party Marketing & Communications Proposals** – Assessment as required.
21. **Other Responsibilities** – Any additional tasks assigned by DoT related to marketing and creative strategies.

3.2. Key Performance Indicators

Particulars	Key Performance Indicators	Score
Strategy	<ul style="list-style-type: none"> • Creative/ Brand Positioning Strategy for the State. • Monthly Action Plan • Preparing Strategic Development Plan for campaigns launched under DoT. • Target Audience Segmentation, Demographics, Geographics, Behavioral attributes, etc. • Content strategy. • Comparative Analysis with other tourism department 	5 Points
Research and Development	<ul style="list-style-type: none"> • Prepare research report on International/Domestic market. 	5 Points
Content Development	<ul style="list-style-type: none"> • Print Campaign, • OOH Campaign – Strategy and creative mock-ups (1 nos.) • Event Stall Design/ Banner– Creative mock-ups (1 nos.) • Digital Films – Creative strategy and storyboard (1 nos., max duration: 3 minutes) • Publicity Literature – Brochure/Leaflets/Map design and artwork (1 nos.) • Digital Creatives 	10 Points
Media Execution & Review	<ul style="list-style-type: none"> • Media Plan strategy • Review of Executed Media Campaigns. • Review of Vendor Creatives – Ensuring alignment with brand guidelines. • Evaluation of Third-Party Marketing & Communications Proposals. 	10 Points

Particulars	Key Performance Indicators	Score
Post Completion Report	<ul style="list-style-type: none"> • Submission of completion reports including: <ul style="list-style-type: none"> • Format and SOP followed • Standard messages sent on regular basis • Knowledge base created for DoT. • Image bank, videos and other assets created for DoT. • Image bank, videos, hard drive, pen-drive and other assets given by DoT. 	10 Points
Timelines	All the task must be completed and updated to DoT officials before the event	10 Points
Total		Total - 50 points

The bidder must achieve 35 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
35 & Above	No deduction. 100% amount to be granted.
35 to 30 points	3 % deduction on the quoted amount
Below 30 points onwards	5% deduction on the quoted amount

Section 4: Annexures

Annexure – I – Checklist

S.No.	Document	Status
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-300 021

Sub: Request for Proposal for “Appointment of an Agency for organizing Marketing and Brand Advisory Agency. for Maharashtra Tourism **for Financial Year 2025-2026**”

Sir,

1. With reference to your RFP document dated DD/MM/2025, 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 Appointment of an Agency for organizing Marketing and Brand Advisory Agency. for Maharashtra Tourism **for Financial Year 2025-2026** 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 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 terms laid down in 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 EMD of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) to the Authority in accordance with the RFP Document.

Or

I/ We are not required to deposit EMD of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) to the Authority in accordance with the RFP Document.

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 1 year (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 Work (Branding & Tourism)	Detail of Client (State or Central)	Status (Completed or Ongoing)

Annexure – V – Experience of working as with Government Owned PSU

S.No	Experience working in Govt owned PSU.	Detail of Client (State or Central)	Status (Completed or Ongoing)

Annexure – VI – Detailed Work Plan

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 organizing Marketing and Brand Advisory Agency. for Maharashtra Tourism **for Financial Year 2025-2026”**

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	
Gross annual Turnover for last three years		
Average annual turnover for last three years		

- 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 31.03.2025 :		
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	
TOTAL NET WORTH		

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 Marketing and Brand Advisory Agency. (Financial Year 2025-2026) for Directorate of Tourism, GoM" at _____", 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

The “DoT” has issued a public notice inviting various organizations for provision of for Appointment of an Agency for organizing Marketing and Brand Advisory Agency. for Maharashtra Tourism **for Financial Year 2025-2026”**

1. The Bidder, having represented to the “DoT” that it is interested to bid for the proposed Project,
2. 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.
3. 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.
4. The Agreement shall apply to all information relating to the Project disclosed by the DoT to the Bidder.
5. 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.
6. DoT reserves the right to share the information received from the bidder under the ambit of RTI Act.

7. 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.
8. This Agreement shall be effective from the date of signing of this agreement and shall continue perpetually.
9. 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.
10. 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.
11. Confidential information is provided "As-Is". In no event shall the DoT be liable for the accuracy or completeness of the confidential information.
12. This agreement shall benefit and be binding upon the DoT and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
13. 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 2025 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-300 021. (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 Marketing and Brand Advisory Agency. and other allied services.

1. PURPOSE

Whereas the Client is interested in engaging the services of the Agency for organizing the Marketing and Brand Advisory Agency. for Financial Year 2025-2026, 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 management agency to render its services for organizing the Marketing and Brand Advisory Agency. for Financial Year 2025-2026.
- The Agency will deliver to the Client as per the Scope of the Work mentioned in the bid document.
- Project Duration: The project "Appointment of an Agency for organizing Marketing and Brand Advisory Agency. for Maharashtra Tourism for Financial Year 2025-2026" is proposed to be given to the Agency for the period of 1 year. Performance evaluation on the basis of Key Performance Indicators (KPIs) are set out in Section 3.4. of the tender document.
- 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. Further, the decision of extension of subsequent one year additional to the initial period, will be taken on the basis of performance evaluation done by DoT.

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 Agency will submit its bills/debit notes to the Client in triplicate along with the copy of the work order.
- ii) 3 copies of post event report along with final deliverables must be submitted.
- iii) Other bills as per estimate approved with the Client.
- iv) 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.
- v) Mandatory Tax deductions shall be done by DoT as per government rules applicable

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.
- ii) 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

1. 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.

2. 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.

3. NON-EXCLUSIVE

This agreement does not establish the Agency as the Branding 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 particular media country or region.

4. 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.

5. 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.

6. 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.

7. TERMINATION PROVISION

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

8. 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.

9. 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.

6. EVENT RESCHEDULE / CANCELLATION

- i) Event Reschedule: If for any reason or circumstances beyond the control of Client, including reasons under Force Majeure or any other reason the Event cannot be held on the scheduled date, Client shall communicate the same to the Agency at the earliest. The Event may be postponed at the sole discretion of Client to an alternate date within this fiscal year of the scheduled date and the obligations of Parties shall stand extended accordingly.
- ii) Event Cancellation: In the event of cancellation by DoT for any reason, Agency shall be entitled to claim all the amounts incurred by the agency on the work of client and Client shall release performance bank guarantee and EMD after reviewing the relevant supporting documents for the work performed till the time of such cancellation. Therefore, agency to submit activity report including expenditure incurred, if any, with valid proof i.e. (vendor) third party GST invoices, etc to the client in 15 days.

10. 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.

11. 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.

12. 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