

Response to Pre Bid Queries
Request For Proposal (RFP) for Selection of An Agency for Undertaking Campaigns For Promotion of Jharkhand Tourism– Call 2

Ref. No.Tou/Dir/Pub.-106/2016 -1297

Date: November 22, 2017

Sl. No.	Reference Section	Clause No.	Queries	Response
1.	Volume I. Instructions to Bidders: Schedule of Selection Process	Clause No. 1.3, (Page No.4)	<p>“....., Signing of service agreement – within 15 days from the date of acknowledgment of LoA by the selected bidder.”</p> <p>Whereas we state that considering the practical concerns that we have in the terms of the agreement which needs to be mutually discussed with DoT, Govt. of Jharkhand, the timeline of 15 days may not be possible.</p>	<ul style="list-style-type: none"> • The Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. This adds up the total time from issue of LOA till signing of Service Agreement by the Selected Bidder to 22 (twenty two) days. • Existing clause prevails.
2.	Volume I. Instructions to Bidders: Eligible Bidders	Clause No. 2.1.2 , sub section B (Page No. 6)	<p>".....,wherein the value of each such assignment is at least Rs. 1,00,00,000/- (Rupees One Crore Only) in the last 3 (three) Financial Years"</p> <p>a) is this considered on single PO or will you consider consolidated PO's on same client in a financial year ? example - we may have done multiple works for a single tourism department / client in a particular financial year where the sum total of such individual work orders exceeds 1 Cr but each individual work order may be less</p>	<ul style="list-style-type: none"> • The value of assignment mentioned in a single work order/ PO/ completion certificate/ satisfactory certificate should be atleastRs. 1,00,00,000/- (Rupees One Crore)to be considered as one eligible assignment. • Existing clause prevails.

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			<p>than 1 Cr in value</p> <p>b) can we submit relevant work experience work order from current fiscal year (2017-18) - for example if we have work order dated april 2017 for assignment that ended in September 2017 can we submit this?</p> <p>c) incase not acceptable to the above point may we request JKTD to kindly favorable consider our request to consider relevant work orders from FY 2012/13 (currently it is mentioned as 13/14,14/15 &15/16)</p>	
3.	Volume I. Instructions to Bidders: Eligible Bidders	Clause No. 2.1.2 , sub section C (Page No. 6)	It is requested to relax the experience criteria specific only to assignments of Tourism Departments of State Governments in India/ Ministry of Tourism, GoI.	Existing clause prevails.
4.	Volume I. Instructions to Bidders: Eligible Bidders	Clause No. 2.1.2 , sub section C (Page No. 6)	<p>It is being asked to have minimum annual turnover of Rs. Ten crore for the last three completed financial year (and among the assignments taken minimum three should have value equal or above one crore) for tourism departments of state government or ministry of tourism.</p> <p>Here we want to sincerely convey that though we may not have direct projects of tourism department, but we are having vast experience and understanding of tourism sector and have worked</p>	Existing clause prevails.

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			<p>closely with various state government tourism departments because of the versatile and big projects in our kitty, such as CM dashboard project, Jharkhand (Pwc has developed vision of the state and it includes detailed study of tourism department with defining the key performance indicators, action plan and monitoring framework), myGov (It includes reporting from all departments and citizen feedback's, thus includes tourism department also) etc.</p> <p>We can also provide you the list of such projects which directly or indirectly involves work related to and made impact on tourism department.</p> <p>Therefore keeping the above in view, would request to consider and allow us to demonstrate our leading practices, approach and methodology and experts in your service before making the selection.</p>	

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5.	Volume I. Instructions to Bidders: Eligible Bidders	Clause No. 2.1.2, Point No. C (Page No.7)	While the 10 crore payment can be upfront and in accrual basis and is on average p.a - should this be a fee or turnover?	<ul style="list-style-type: none"> • Fee received from the services mentioned under the clause, which is accounted as part of Turnover will be considered for evaluation against the eligibility criteria. • Please refer Corrigendum/ Addendum – II.
6.	Volume I. Instructions to Bidders: Eligible Bidders	Clause No. 2.1.2, Point No. C (Page No.7)	<p>(....., should have received average fee of Rs. 10,00,00,000/- (Rupees Ten Crores only) from the services provided towards conducting tourism campaigns for Tourism Departments of State Governments in India/ Ministry of Tourism, GoI in the last three completed financial years,.....)</p> <p>It is requested to either reduce the average fee from Rs.10 Crores to Rs.1 Crore or relaxing the criteria of received average fee restricting only for tourism specific assignments to general assignments.</p>	Existing clause prevails.

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7.	Volume I. Instructions to Bidders: Eligible Bidder	Clause 2.1.2 C. (Page 7)	It is requested to relax the Turnover criteria, Average annual turnover of Rs. 100 crores for the last three completed financial years (i.e. FY 2013-14, FY 2014-15 and FY 2015-16).	Please refer Corrigendum/ Addendum-II.
8.	Volume I. Instructions to Bidders: Eligible Bidder	Clause 2.1.2 C. (Page 7)	We are fulfilling the criteria but we request you to add the word “ Event ” as our most of the work orders are combination of Brand Campaign and events both	Existing clause prevails.
9.	Volume I. Instructions to Bidders: Key Personnel	Clause No. 2.1.3 (Page 8)	For Digital personnel, JWT can outsource the job but should be reflected as a JWT employee.	Please refer Corrigendum/ Addendum-II.
10.	Volume I. Instructions to Bidders: Key Personnel	Clause 2.1.3 Point No. 1 & 5 under Note (Page No.9)	1. The Key Personnel must be permanent employees of the Bidder 5. The Key Personnel shall work exclusively for the assignments allotted by the DoT.” The Key Personnel may be contractual staff and will be exclusively allocated to DoT, Govt. of Jharkhand. Kindly note.	Please refer Corrigendum/ Addendum-II.
11.	Volume I. Instructions to Bidders: Earnest Money Deposit	Clause No. 2.10.1, Point No. 12 (Page No.12)	As per tender document we need to submit EMD of Rs 3 lakh. As we are registered under MSME (NSIC) for exemption of EMD, tender fees please confirm if we can attach MSME in respect of EMD.	Existing clause prevails.

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12.	Volume I. Instructions to Bidders: Earnest Money Deposit	Clause No. 2.10.1, Point No. 12 (Page No.12)	Unconditional bank guarantee is a must and 3 Lakhs to be paid through DD form.	Existing clause prevails.
13.	Volume I. Instructions to Bidders: Submission of Proposals	Clause No. 2.14.1, Point No. k (Page No.14)	If the Company does not have a branch in Ranchi, the team assigned needs to be stationed in Ranchi for the duration of the campaign and the senior personnel needs to meet the officials every 15 days.	<ul style="list-style-type: none"> • Key Personnel to be deployed at DoT. • It is the responsibility of the Agency to commit adequate manpower resources for meeting its obligations under the Service Agreement. • In case Bidder has no office in Ranchi, it will be obligatory for the Bidder to fortnightly meet and appraise the developments to Directorate of Tourism, and should make available senior personnel on need basis, as and when requested by Directorate of Tourism. • Existing clause prevails.

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14.	Volume I. Instructions to Bidders: Submission of Proposals	Clause No. 2.14.1, Point No. k (Page No.14)	<p>“If the Company does not have a branch in Ranchi, the team assigned needs to be stationed in Ranchi for the duration of the campaign and the senior personnel needs to meet the officials every 15 days.”</p> <p>It is requested to revise the Clause; since communication can be done mostly over phone and email, meeting once in a month would be ideal. Setting up an office is not possible.</p>	Existing clause prevails.
15.	Volume I. Instructions to Bidders: Submission of Proposals	Clause No. 2.14.3, of 2.14 Point No. I (Page No.15)	<p>“Bidders may note that DoT will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders should have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Draft Service Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.”</p> <p>It is proposed that, if we are selected we propose a discussion on certain terms of the RFP/draft Service Agreement.</p>	Existing clause prevails.

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16.	Volume I. Instructions to Bidders: Evaluation of Experience of the Bidder	Clause No. 3.3.1, Point no. 3 (Page No.18)	SL no 3 - mentions services provided towards conducting tourism campaign for departments/ ministry of tourism. Can we demonstrate experience of relevant and award winning work done for International Tourism clients /boards executed in India - In today's global marketplace such experience is very beneficial to crafting Tourism mandates and we request distinction should not be made and some work for such clients should also be allowed to showcase	Please refer Corrigendum/ Addendum-II.
17.	Volume I. Instructions to Bidders: Evaluation of Experience of the Bidder	Clause No. 3.3.1, Point No. 5 (Page No.21) And Clause No. 1.3, (Page No.4)	Technical presentation - On page 4, point 1.3 it is mentioned Presentation on technical proposal date and time will be intimated to eligible bidders - hence we assume soft copy of said presentation need not to be attached with current proposal document submissions which deadline is 22/11/2017, 15.00 Hrs. Kindly confirm the same understanding.	<ul style="list-style-type: none"> • Bidders are not required to submit/ attach soft copy of the Technical Presentation along with the proposal. • Existing clause prevails.
18.	Volume I. Instructions to Bidders: Performance Security	Clause No. 3.9, (Page No.23)	Performance security should be at the time of signing the contract.	Yes, existing clause prevails.
19.	Volume I.	Appendix VII,	Kindly let us know how this document is to be	Please refer Corrigendum/Addendum – II.

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	Instructions to Bidders: Format for financial proposal	Point No. 5 (Page No.37)	submitted- shall we submit by 22/11 itself in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" or is this document a part of technical proposal.	
20.	Volume II. Draft Service Agreement: Obligations of DoT	Article 4, sub-Article 4.1.1, (Page 10)	Creative, PR & IT experts must be made available at DoT's office –may not be possible to get experts. This criterion may be removed.	Existing clause prevails.
21.	Volume II. Draft Service Agreement: Miscellaneous - Ownership	Article 11.1 (Page 16)	We propose that all the materials including art work, brochures, concepts, ideas, documents, films and computer presentations and other items or things, organizing artworks, written and other materials, documents, raw stock and films which have been paid for by DoT shall vest with DoT. The Agency agrees to deliver to DoT all such material upon payment by DoT, Govt. of Jharkhand at the time of termination/ at the time of expiry of this Agreement. Also, with respect to the materials generated by Agency through third parties for DoT and paid for by DoT shall vest with DoT subject to third party terms and conditions, if any, as applicable.	Please refer Corrigendum/ Addendum – II.
22.	Volume II. Draft Service Agreement:	Article 11.7 (Page 17)	“.....DoT shall not be liable to the Agency for any lost revenue, lost profits or other incidental or consequential damages arising out of the performance of this Agreement.”	Existing clause prevails.

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	Limitation of Liability		This clause shall be made mutual.	
23.	Volume II. Draft Service Agreement: Schedule I, Scope of Services-Deliverables, Timeframe And Payment Milestones	Clause 2, sub-clause 2(i), (Pages 24-25)	<p>We request for revision in the payment term of the annual retainer fee as follows:</p> <p>(i) 12.5% of the fee at the beginning of each quarter upon submission of the plan for the quarter, which shall be paid no later than fifteen (15) days from the beginning of the quarter; and</p> <p>(ii) remaining 12.5% of the fee on submission of the report specifying the work done for the quarter and which shall be paid no later than fifteen (15) days of completion of the quarter.</p>	Please refer Corrigendum/ Addendum – II.