



**DEPARTMENT OF TOURISM, ART CULTURE, SPORTS
AND YOUTH AFFAIRS**

GOVERNMENT OF JHARKHAND

invites

**REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT
OF PR AGENCY.**



Issued by:

Director, Directorate of Tourism
Government of Jharkhand,
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HEC Campus, Dhurwa,
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DISCLAIMER

1. The information contained in this Request for Proposal document (the "RFP" or subsequently issued to the Bidder either verbally or in documentary form or in any other form by or on behalf of Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand (referred to as "Department of Tourism, Art Culture, Sports And Youth Affairs," "Government of Jharkhand") or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP document contains brief information that Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand, proposes to engage the services of eligible agency for complete Public Relation (PR) related solutions for the Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand (the "**Project**") by the Selected Bidder selected through the competitive bidding process, qualification requirements and the selection process for the Selected Bidder. The purpose of this RFP Document is to provide Bidders with information that may be useful to them in the formulation of their bid and for no other purpose.
3. This RFP is not an agreement and is neither an offer nor invitation by Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand to the prospective Bidders or any other person but is merely informative in nature creating no obligation whatsoever. The purpose of the RFP is to provide interested parties with information that may be useful to them in making their proposal including financial offers (the "Bid") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand in relation to the Project. Such assumptions, assessments and statements do not purport to contain the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. This RFP is being made available by Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand to the interested parties on the terms set out

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in this RFP. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.

4. Information provided in this RFP 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 complete or authoritative statement of law. Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand its employees and advisors accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. Neither the information in this RFP nor any other written or oral information in relation to the selection process of the Bidder for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.
6. Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand, its employees and advisors/ consultants make no representation or warranty and shall have no liability to any person, including any Bidder 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 or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in relation to the bidding process.
7. Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand, its employees, advisors and consultants also accept 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.
8. Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, statement, assessment or assumptions contained in this RFP.
9. Intimation of discrepancies in the RFP document, if any, should be given to the Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand immediately by the bidder. If no written communication is received by Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand, it shall be deemed that the Bidder/Bidders are satisfied that the RFP document is complete in all respects.

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10. The issuance of this RFP does not in any way imply that Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand is bound to select a Bidder or to appoint the Selected Bidder for the Project. Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand reserves the right, in its sole discretion, to accept or reject any or all of the bidders or bids without assigning any reasons thereof.
11. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparing, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by any Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the bidding process.
12. Nothing in this RFP 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.
13. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. 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 Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand or to any other person in a position to influence the decision of the Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
14. Laws of the Republic of India are applicable to this RFP.

DEFINITIONS

- a) "Agency/Firm" means any entity or person that may provide or provides the Services to the Authority under the Contract.
- b) "Authority" means Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand.
- c) "Contract" means the Contract signed by the Parties with all the attached documents in the Agreement.
- d) "Data Sheet" means such part of the Instructions to Agency used to reflect specific assignment conditions.
- e) "Employer's Representative" means the person / personnel of Agency appointed by the Authority to act as the Employer's representative to oversee the activities of the agency from time to time and as directed by Employer.
- f) "Day" means calendar day.
- g) "Government" means the Government of Jharkhand.
- h) "Information to Agency" means the document, which provides Agency with all information needed to prepare their Proposals.
- i) "LOI" means the Letter of Invitation extended by the Authority to the prospective Bidders.
- j) "Personnel" means professionals and support staff provided by the Agency and their associates and assigned to perform the Services or any part thereof. "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- k) "RFP" means the 'Request for Proposal' prepared by the Authority for the selection of Agency.
- l) "Services" means the work to be performed by the Agency pursuant to the Contract.
- m) "Associate(s)" means any person(s) or entity with whom the Agency delivers/provides any part of the Services.
- n) "Terms of Reference" (ToR) means the section included in the RFP as which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Authority and the Agency, and expected results and deliverables of the assignment.

SECTION - 1: INTRODUCTION

1.1. BACKGROUND-

- A. Jharkhand the 28th state of the Indian Union is best known for its rich mineral wealth. This wealth over a century ago gave the state the unique advantage of being the birthplace of the Indian Industry. It is today one of the most attractive investment destinations because of this natural wealth, coupled with its skilled and industrious people, low cost of living, great industrial climate and its location advantage. Since its creation, the state has set in place a range of enablers for investment. Today with its investment friendly climate and expertise in geology, mining and immense power potential, Jharkhand has the potential to become the most financially viable state in the country.
- B. The State of Jharkhand is endowed with immense bio-diversity, moderate climate, rich cultural and historical heritage, religious places of worship and ethnic aspects to make the State the ultimate destination for tourists. The State Government has a firm belief that development of tourism sector would not only generate immense employment opportunities – directly or indirectly – but also would contribute in accelerated economic development. This would not only ensure showcasing of rich traditional and cultural heritage of the State but also would have cascading effect in development of other sectors. Rightfully, the State Government has accorded tourism the status of industry in Jharkhand. It is felt that to ensure rapid **development in tourism** sector, there is a need to develop tourist circuits and destinations providing various amenities, both way-side and at different destination points, supporting the tourists by providing conveyance, lodging and other pre-requisites, etc. Involvement of private sector, villagers and other stake holders as partners in promotion and development of tourism industry of the State is an important and critical aspect, which would go a long way in maintenance, upkeep and sustenance of the assets and facilities created in this regard for a long time. Making the people of the State, Nation and the World aware of the rich endowments of nature, its cultural heritage, spiritual places and other traditions are essential impediments for boosting tourism industry in the State.
- C. The tourism policy of the State aims at making Jharkhand as one of the most preferred destination for tourists, both inside and outside of the country and to ensure accelerated development of tourism related infrastructure, increasing employment opportunities, augmenting the resources of the State as also showcasing the rich cultural heritage and traditions of the State.
- D. According to “Jharkhand Tourism Policy, 2015” one of the objectives of Department of Tourism, Art Culture, Sports And Youth Affairs, is to promote research and development, technological up-gradation and qualitative improvement and utilization of State of art technology to improve the tourism product and its marketing and Simplification of procedures

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and ensuring transparency so as to provide expeditious, transparent and professional tourism administration.

- E. Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand, proposes to engage the services of eligible agency to assist Department of Tourism, Art Culture, Sports And Youth Affairs to undertake complete Public Relation (PR) related solutions for the Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand. The agency will have to undertake specific media and PR related activities as per the terms and conditions of the RFP. The period of engagement of PR Agency will be initially for a period of one year from the date of signing of the agreement which may further be extended for another two more years subject to the satisfactory performance of the agency.
- F. The PR agency should be able to offer a comprehensive range of Public Relations Services including Media Relations, Media Monitoring, Digital PR, Media Opinion Management and Media Research, Crisis Management and Stakeholders relationship.
- G. Interested Agencies are invited to submit their proposals for the assignment, which must include the following, as detailed subsequently in this document.
 - (i) Technical Proposal and
 - (ii) Financial Proposal
- H. It may be noted that
 - (i) The cost of preparing the proposal are not reimbursable; and,
 - (ii) The Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand is not bound to accept any of the proposals submitted.
- I. The Agencies are required to provide professional and impartial service and at all times hold the Department of Tourism, Art Culture, Sports And Youth Affairs,'s interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- J. Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Department of Tourism, Art Culture, Sports And Youth Affairs, or that may be reasonably perceived as having this effect. Failure to disclose such situation by the Agency may lead to disqualification of the Agency or termination of the contract.
- K. Agencies must observe the highest standards of ethics during the selection and execution of the contract. Department of Tourism, Art Culture, Sports And Youth Affairs, may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stipulated period of time, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

1.2 TYPE OF WORK-

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Appointment of PR Agency for Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand to assist Department of Tourism, Art Culture, Sports And Youth Affairs to undertake complete Public Relation (PR) related solutions. The agency will have to undertake specific media and PR related activities as per the Terms of Reference (TOR) of this RFP.

1.3 OBJECTIVE FOR APPOINTMENT OF PR AGENCY

Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand would like to select and appoint agency for maintaining Public Relation activities such as Advertisements, Design and development of documents such as articles, newsletters and Publicity work. It would be required to cater to all the needs of Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand for Advertising (print media, electronic media, internet, radio etc.), Design and Publicity, Printing Exhibitions etc.

The overall objective for making such appointment is for creating better approach in the market which would attract more tourists in Jharkhand and bringing on development in the State as a whole.

1.4 GENERAL TERMS OF BIDDING:

- A.** This RFP contains information about the Project, Bidding Process, Bid submissions, qualification and Financial Bid requirements.
- B.** Each Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the bid due date of submission of bid.
- C.** The Agency shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required.
- D.** All necessary documents in support of qualification claim shall be attached with the application.
- E.** The Financial Bid shall be furnished in the format provided at Annexure XII to this RFP. In the event of any difference between figures and words, the amount indicated in words shall be taken into account and shall prevail.
- F.** The Bidder shall submit a copy of the RFP, along with any amendments, duly stamped and signed by its authorized signatory and shall enclose the same with the Technical Bid.
- G.** The Bidding Documents including this RFP and all attached documents shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.

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- H. At any time prior to the deadline for submission of Proposal, the Director, Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/Amendment/Corrigendum and posting it on the Website: www.jharkhand.gov.in/tourism. These Addendum/Amendment/Corrigendum will be binding on all bidders.

1.5 Schedule of Bidding Process

Authority shall endeavour to adhere to the following schedule:

SI No	Event Description	Date
1	Commencement of Sale of Bid Documents from Department of Tourism, Art Culture, Sports And Youth Affairs,, Government of Jharkhand	27.10.2015
2	Sale of Bid Documents from Department of Tourism, Art Culture, Sports And Youth Affairs,, Government of Jharkhand ends	20.11.2015 upto 1.00 PM
3	Pre Bid Meeting	12.11.2015 at 3.00 PM
4	Department of Tourism, Art Culture, Sports And Youth Affairs,, Government of Jharkhand 's response to queries latest by	16.11.2015
5	Bid Due Date	20.11.2015 by 3.00 PM
6	Opening of Technical Bid	20.11.2015 by 4.00 PM
7	Presentation date	To be Informed
8	Opening of Financial Bids	To be Informed
9	Tentative date for Issuance of Lol	To be Informed
10	Tentative date for Signing of Agreement	To be Informed

The above schedule is tentative. Authority reserves the right to modify the said schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

Further Authority reserves the right to hold, in its sole and absolute discretion, more than one pre-bid meeting or hold one or more consultation meetings with the interested parties and in such event the above schedule shall be stand modified and amended.

1.6 Communications:

All communications shall be addressed to:
Director, Directorate of Tourism
Government of Jharkhand,
FFP Building 2nd Floor,
HEC Campus, Dhurwa,
Ranchi-834004
Tel: +91 651 2400493

SECTION - 2: INSTRUCTION TO BIDDERS

- 2.1 Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal.
- 2.2 The firm for providing its services will be selected under Quality & Cost Based Selection (QCBS) method as described in this RFP. The Technical Proposals would be evaluated based on the qualification criteria set forth in the RFP. Price Proposals of only those firms, whose Technical Proposals qualify, will be opened and evaluated.
- 2.3 Broad description of the objectives, scope of services, Deliverables, and other requirements relating to this Consultancy are specified in this RFP. In case an applicant/bidder firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it is invited to participate in the Selection Process individually (the "Sole Bidder") or Consortium not exceeding two firms.
- 2.4 Proposals shall be prepared and submitted in the manner elaborated in this RFP as per the formats/annexure provided.
- 2.5 No Applicant or its Associate shall submit more than one Application.
- 2.6 Any entity which has been blacklisted by any agency of the Central Government, any State Government, any Statutory Authority or any public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.7 Authority reserves the right to terminate a firm's participation in the tender process at any time, should it consider that a firm has, without the prior consent, failed to comply with any of the procedures and requirements prescribed in the RFP.
- 2.8 It shall be deemed that by submitting the Proposal, the Applicant/Bidder has:
 - a) made a complete and careful examination of the RFP;
 - b) received all relevant information requested from the Authority;

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- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Employer or relating to any of the matters referred in the RFP;
- d) satisfied itself about all matters, things and information, including matters referred herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.9 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.10 Amendment to RFP

- a) At any time prior to the bid due date for submission of Proposal, the Authority may, for any reason, whether at its own initiative or otherwise, modify the RFP document by issuing Addendum/ Amendment/Corrigendum.
- b) In order to provide the Applicants/bidder with reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the bid due date for submission.
- c) The above changes & amendments, if any, will be notified only in our website i.e. www.jharkhand.gov.in/tourism.

2.11 Conflict of interest

- a. The Authority requires that the Agency provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- b. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified.
- c. An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. a constituent of such Applicant is also a constituent of another Applicant; (or)

- ii. if a firm is engaged by the Authority to provide goods or works or services for this project and if the Associate/s of such firm is engaged for providing services for the same project and vice versa.

2.12 Right to terminate the process

- a. Authority may terminate the RFP process at any time and without assigning any reason. Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone; and
- b. This RFP does not constitute an offer. The Bidder's participation in this process may result in authority selecting the Bidder to engage towards execution of the contract.

2.13 RFP Document Fees/ Cost of RFP Document

- a. RFP document can be purchased at the address & dates provided in the RFP by submitting a non-refundable bank Demand Draft in favour of "**Director, Directorate of Tourism**" payable at **Ranchi** from any of the nationalized/scheduled banks for a value of **Rs 5,000/- (Rupees Five Thousand only)**.

2.14 Earnest Money Deposit

- a. Bidders shall submit, along with their Bids, EMD of **INR 5,00,000/- (INR five lacs only)** only, in the form of a Demand draft or Bank Guarantee issued by any nationalized/ scheduled bank in favor of "**Director, Directorate of Tourism**" and payable at Ranchi;
- b. EMD shall be valid for a period of 180 days.
- c. Refund of earnest money deposit: The earnest money of unsuccessful bidder shall be refunded soon after final acceptance of successful bidder. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee/Security Deposit as per the bank guarantee format provided.
- d. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it;
- e. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected; and;
- f. The EMD may be forfeited:
 - i) If a Bidder withdraws its bid during the period of bid validity;
 - ii) When any term and condition of the contract is breached; and
 - iii) In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this

RFP/Lol.

2.15 **Financial Strength:**

2.15.1 **Average Annual Turnover (A.A.T.):** The bidding agency must have an average annual turnover from advertising/ PR/ creative work equivalent to **Rs. 5.00 crore** or above for the last three financial years preceding the proposal due date.

2.15.2 **Net worth:** The bidding agency should have a positive net worth and demonstrated profitability in each of the last three financial years preceding the proposal due date.

2.16 **Pre-Bid Queries and Conference**

- a. The Authority shall hold a pre-bid meeting with the prospective Bidders. The time and venue of the meeting shall be intimated to the bidders separately.
- b. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the website www.jharkhand.gov.in/tourism;
- c. Any such corrigendum shall be deemed to be incorporated as part of this RFP; and,
- d. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, authority may, at its discretion, extend the last date for the receipt/ submission of Proposals.

SECTION - 3: DATA SHEET

S No	Key Information	Details
1	Project	RFP for selection of PR Agency for Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand.
2	Authority	Director, Directorate of Tourism, Government of Jharkhand.
3	RFP Fees	Rs 5,000 by Demand draft only
4	EMD	Rs 5,00,000 (Rupees Five lacs only) by demand draft or Bank Guarantee only
5	Proposal Validity	120 days from Proposal Due Date (PDD)
6	Minimum Eligibility Criteria	<p>The firms must meet all the eligibility criteria mentioned in Annexure II of the RFP. In case, a firm does not meet all the criteria, it can form a consortium of not more than two firms with one of the firm as the "Lead member". Consortium members shall be jointly and severally responsible for satisfactory completion of the project. The following criteria should be fulfilled by the firm Lead Member/ Consortium.</p> <p>The Minimum Eligibility Criteria to be met as given in Annexure II</p>
7	Proposal Evaluation	<p>Technical and Financial Evaluation of applicants that meets the minimum eligibility criteria will only be undertaken. Applicants not meeting the minimum eligibility criteria are deemed to be disqualified from further tender evaluation process.</p> <p>Technical Evaluation: Minimum score required for technical qualification is 70 marks (max. marks = 100). Financial Evaluation: Price bids of technically qualified firms will only be opened. Lowest Price Quote will be awarded 100 marks and remaining proposals will be marked proportionately in reference to lowest quote.</p> <p>The Technical Proposal Evaluation Criteria are detailed in Section 6.</p>
8	Criteria for Selection of Agency	Criteria for selection of Agency is the combined highest score of technical and financial proposals in the ratio of 70:30.
9	Presentation	At the time of Technical proposal evaluation the Agency will be called for presentation of their proposals.

SECTION - 4: Preparation, Submission and Evaluation of Proposals

4.1 GENERAL

- a. The firms shall bear all costs associated with the preparation and submission of its proposal, including site visits, field investigations, data collection, analysis, etc. as also any discussions/negotiations. The authority shall not be responsible or liable for any such costs incurred.
- b. The firms should submit their proposals individually or consortium of two firms with joint bidding agreement.
- c. Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a proposal non-responsive.
- d. All communication and information shall be provided in writing and in English language only.
- e. The initial appointment will be for 1(one) year but shall be renewed after review of work every year.
- f. The authority reserves the right to reject any or all the applications without assigning any reason thereof.
- g. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct and final.

4.2 The bids shall be submitted in two envelopes which comprise the following documents:-

Envelope-I: Technical Bid/Proposal: The Bidder shall submit the Technical Bid including but not limited to the formats specified at Annexure.

- i) Letter Comprising the Bid in the form and manner as described in **Annexure I**.
- ii) Details of the Bidder in the form and manner as described in **Annexure V**.
- iii) Technical/Qualifying Bid of the Bidder in the form and manner as described in **Annexure II**.

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- iv) Financial Capacity of the Bidder in the form and manner as described in **Annexure III** along with certificate of Turnover certified by the statutory auditor/CA of the Bidder.
- v) Detailed Experience summary as per **Annexure VIA & VIB**.
- vi) Statement of Legal Capacity of the Bidder in the form and manner as described in **Annexure VIII**
- vii) Notarised Power of Attorney authorising the signatory of bid to submit the Bid in accordance with the format as specified in **Annexure X** and **Power of Attorney** by the Consortium members in favour of authorised representative as per **Annexure IX**, if applicable.
- viii) Litigation History as described in **Annexure XI**.
- ix) EMD in form of Bank Guarantee as per **Annexure IV**
- x) Form for Personnel as described in **Annexure VII**. The **CVs** have been recently signed and dated, in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned/ countersigned CVs may be rejected. The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- xi) Other material/information required to be submitted are:
- xii) Audited balance sheet of the Bidder for the last three financial years.
- xiii) A copy of this **entire updated RFP document** (along with addendum issued by AUTHORITY, if any) duly initialed on each page by the Authorized signatory of the Bidder. The Bid document shall also have the Bidder's stamp on each page along with initials of the authorized representative of the bidder.
- xiv) The Technical Proposal shall not include any financial information relating to the Financial Proposal.**

Envelope I (Technical Proposal) shall be sealed, labelled as "TECHNICAL PROPOSAL for Selection of PR AGENCY for Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand".

Envelope-II- Financial/Price Bid/Proposal: The Bidder shall submit the Financial/Price Bid in the format specified at **Annexure-XII** (the "**Financial Proposal**") in a separate envelope clearly indicating the total cost in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

While submitting the Financial Proposal, the Applicant shall ensure the following:

- (a) All the costs associated with the assignment shall be included in the Financial Proposal.

(b) The Financial Proposal shall take into account all expenses except Service tax. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

Envelope II (Financial Proposal) shall be sealed, labelled as "FINANCIAL PROPOSAL for Selection of PR AGENCY for Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand".

4.3 Opening/Evaluation of Bid:

- a) Technical bids will be opened first. Before opening the financial bids, the firms will be asked to make power point presentations before the designated committee of the Department of Tourism, Art Culture, Sports And Youth Affairs. Date and time for this presentation would be intimated separately to the eligible firms.
- b) Upon short listing, the agencies will be requested to make a presentation entailing their approach towards promoting Jharkhand through the optimum use of the Digital Medium.
- c) The financial bids of only those bidders will be opened whose Power Point Presentations are found to be suitable for the job. The presentation would be considered as technical part of the bidding process.
- d) The shortlisted agencies need to make a presentation on some of their recent PR work done by their team for media, and **their PR strategy for promotion of Jharkhand as a preferred tourism destination for domestic and international market.**
- e) The presentation should give a **clear roadmap on your vision for promoting "Jharkhand Tourism"** by optimally planning and using the PR as an instrument of message dissemination. The presentation should be accompanied with samples based on your own ideas. The ideas should be scalable and should address the purpose of promotion for Jharkhand Tourism.
- f) **Presentation would comprise of the following points:**
 - a. A brief on how you plan to carry out the PR campaign for Jharkhand Tourism.
 - b. PR activities done with tourism boards/travel companies in India.
 - c. One Case study of how you have handled an adverse publicity for your client. What damage control exercise you had carried out?
 - d. Proof of your networking skills/contacts with the local press.
 - e. Detailed activity chart for the financial year 2015-2016 has to be presented.

4.4 COMBINED EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS UNDER QCBS:

As per the predefined QCBS evaluation criteria, 70% weightage will be given to technical score and 30% to the financial score. Accordingly, 70% of the technical marks and 30% of the financial marks will be combined/ summed up to arrive at the final marking. All scores and

sub-scores shall be calculated up to two decimal positions only.

4.5 CRITERIA FOR SELECTION OF AGENCY

The sole criterion for selection of the Agency is the highest combined technical and financial scores in the ratio of 70:30 respectively (70% technical score and 30% financial score). In the event of more than one firm/agency score the same highest marks, then amongst the tied agencies, the agency with higher technical score shall be selected. In case of tie in technical score as well, the Authority may call those firms for negotiation/ resubmission of the financial proposal. In such a case, firm that offers the lowest price quote will be the selected Agency.

SECTION - 5: TERMS OF REFERENCE

5.1 The broad scope of work during one year shall include but not be limited to the following:

Task-A PREPARATION OF COMPREHENSIVE TOURISM PROMOTION PLAN

- A.1 The agency shall come onboard and understand the tourism vision of the State of Jharkhand. As part of the same, the agency would be expected to go through all relevant documents including, but not limited to, State Tourism Vision, Tourism Policy, Project shelf, previous promotion campaigns etc.
- A.2 The agency shall explore the tourism potential of the State and travel to the potential tourist destinations in the State (as decided mutually with the Authority) to understand the tourism highlights of the State.
- A.3 The agency shall prepare a comprehensive tourism promotion plan for **one year** focusing on, but not limited to, the following aspects:
 - a. Overall strategy to improve, support and strengthen Jharkhand Tourism as a leading tourist destination for domestic & international tourists. This should include, but may not be limited to, advertising, Public Relations, Media strategy, activation strategy and social media strategy.
 - b. The agency shall carry on all kinds of research and development work required for coming up with a comprehensive tourism promotion plan and should have a research and development team.
 - c. Undertake overall rebranding of Jharkhand tourism in terms of tagline, logo etc.
 - d. Arrive at options for most preferred brand ambassadors for the State (at least 4-5 options) and share the rationale for the same along with prioritization.
 - e. Prepare a guide for Advertisements and Promotions across themes, locations and mediums
 - i. Print Creative
 - ii. Domestic Campaigns
 - iii. Radio Spots
 - iv. Television Commercials
 - v. Online campaigns
 - vi. Brochures etc.
 - f. Public Relations
 - i. Identify key events, fairs and festivals to participate in
 - ii. Interviews, press conferences and public addresses
 - iii. Press releases
 - g. Content creation strategy
 - h. Strategy for on-the-ground implementation of initiatives proposed in the tourism promotion plan.
 - i. Country and State focused strategies for locations decided mutually with the client.

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- j. Detailed report on current trends in Social media for product and service promotion esp. w.r.t. Tourism, a benchmarking of at least 3 other Indian leading States w.r.t. strategy for promotion of tourism through social media, assessment of current social media presence of the department and plan for bridging the gap including a detailed action plan for one year.

The final tourism promotion strategy and plan should be submitted within 2 months from date of signing of Agreement with the selected bidder.

Task-B PROMOTION AND ADVERTISING CAMPAIGNS:

- B.1 Designing and production of creative for the print, television, radio, online, outdoor and other media during one year period from approval of Tourism Promotion Plan as detailed below, on themes / subjects to be decided in consultation with the Department.
 - a. 12 print creative - including advertorials, for release in domestic newspapers (1 advertisement of any size or 1 page advertorial of any size would be treated as one creative) - One to be prepared and released each month.
 - b. 3 creative for international campaigns, on themes that would be identified by the Department. These creative would be adaptable for use in the outdoor and online media. The creative would be produced with fresh shoot. Thus the images used in the creative would become all time property of the Authority and the copyright of these images would rest with the Authority for all time.
 - c. 12 creative for domestic campaigns, on themes that would be identified by the Department. These creative would be adaptable for use in the outdoor and online media. The creative would be produced with fresh shoot. Thus the images used in the creative would become all time property of the Authority and the copyright of these images would rest with the Authority for all time.
 - d. 3 radio adverts of 60 sec. each and with smaller edits for the domestic market, on themes that would be decided by the Department. Besides Hindi and English, the **three radio spots** would also have to be produced in local languages such as Tamil, Kannada, Malayalam, Telugu, Gujarati, Marathi, Bengali and Oriya.
 - e. 3 Television Commercials (TVC) of 60 second duration each, with 30 second / 20 second / 10 second edits for promoting the tourism destinations and products of the State in international/domestic markets. The TVCs to be produced would be of best quality. The contents of the TVCs would be entirely by fresh shoot.
 - f. 06 creative for the domestic online campaign to be provided. These creative would be culled out from the creative finalized for campaigns listed at (b) & (c) above.

The creative would, at times, be required to be provided at short notice.

- B.2 Designing of other publicity material and collaterals, including brochures, maps, posters, calendar, carry bags etc. during the contract period as detailed below, on themes / subjects to be decided in consultation with the Department. This would entail supervision of printing of the publicity material by printing agency(ies) identified by the Department, to ensure quality of production.

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- a) Designs for 12 posters on identified themes/ sub-themes, with high quality, printable images (includes procurement of images, content / copy writing, designing etc.). The images used in the posters would all time property of the Authority and the copyright of these images would rest with the Authority all the time.
 - b) Designing of 4 brochures (comprising between 32-40 pages) for hubs and spokes on identified themes/subjects, in English and Hindi, with a high quality, printable images in each brochure. This includes creation of content, copy writing, photograph procurement and getting the content approved from experts. The agency should supply the content of the text along with open files and vignettes.
 - c) Designing of Maps-This includes designing, creating the content, copy writing, photograph procurement and getting the contents approved from experts.
- B.3 Adaptation & Replication of creative produced for the print, television, outdoor, online, other media for use, as per the requirement of publications, channels, outdoor sites, websites & portals, etc. The creative agency would also be required to carry out adaptation and replication of creative as per the requirements of domestic and overseas offices as well.
- B.4 Translation of the international print/outdoor/online creative, radio spots and TVCs into foreign languages.
- B.5 Translation of the domestic print /outdoor creative, the domestic radio spots into Indian languages.
- B.6 Providing strategic inputs for the creative campaigns of the Department in the international and domestic markets.
- B.7 Any other minor creative work that may be assigned by the Department of Tourism, Art Culture, Sports And Youth Affairs from time to time, including designing of creative promotional material for promoting the State during Road Shows, Events, Seminars, Conferences, etc.
- B.8 For any additional creative work relating to production of creative material and designing of publicity material as enumerated in paras B.1 and B.2 above, payment will be made on the basis of the item-wise costs submitted by the Agency in their Financial Proposal. For any other additional work, pertaining to items of work included in the Scope of Work, payment will be made on the basis of cost estimates to be submitted by the agency, with rate reasonability of the same to be decided by a Committee constituted for the purpose.

Task-C PUBLIC RELATIONS ACTIVITIES:

- C.1 Setup and manage a full-fledged media and PR desk to execute the PR strategy proposed in the Tourism Promotion Plan.

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- C.2 Identify the various fairs and festivals the department should participate in India and outside. At least 5 domestic events and 2 international events should be identified. The responsibility of the PR agency during these events would include complete planning and execution of Jharkhand Tourism. This would include, but not be limited to, the following:
- Identify the promotion strategy for each event- type of stalls, kiosks etc along with the key attraction factors of the stall/ kiosk to attract maximum attention.
 - Prepare an inventory of items required to execute the promotion strategy including furniture, furnishings, standees, brochures, handouts, AV components, host personnel etc.
 - Supervise preparation of all the components through Department nominated agencies.
 - Liaise between the event organizers, Department officials and other stakeholders, as necessary.
 - Take photographs and videos of the promotional activities being undertaken at the event by Jharkhand Tourism.
 - Liaise with press, media houses, PIB etc to release articles and press notes.
 - Maintain information and interaction desks at such events.
- C.3 Liaise with various stakeholders in the industry like TV Channels, Travel Shows, Travel Magazines, Travel Critics, Corporate Houses etc. to promote **Jharkhand** as a preferred tourist destination and feature Jharkhand in their editions/ seasons.
- C.4 Aggressively promote Jharkhand as a destination for nature/adventure tourism i.e. ideal location for shooting. Advise the State Government on measures to be taken to facilitate the same.
- C.5 Engage with domestic and global travel and tour operators, travel bodies to promote travel to Jharkhand by providing them promotion material (**brochures, coffee table books, posters, standees** etc.), **theme based packages etc.**
- C.6 Undertake planning, management, promotion and successful execution of tourism related festivals on an annual basis.

Task-D MANAGING SOCIAL MEDIA ACTIVITIES OF TOURISM DEPARTMENT:

- D.1 The agency would also create and manage the social media desk for the Tourism Department.
- D.2 Revamp existing social media pages/ accounts and create new ones based on the social media action plan made in Task A.
- D.3 Daily updates on all target social media sites, third party pages on social media sites like travel pages on Facebook, tourist department's mobile app, third party websites. These would include:
- Update with photographs of Jharkhand. These photographs may be clicked by the Agency (proprietary), commercially bought by the Agency or used from third party sources after following due procedure to ensure no copyright infringement.
 - Customize content published by the agency for Jharkhand Tourism for the purposes of publishing online. The team may select other content as well which may be available

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- within the department after due approval.
 - c. Coordinate with the PR team to liaise with third party sites and agencies for publishing Jharkhand Tourism data online.
 - d. Maintain repository of account information of all social media sites where tourism department is enlisted.
 - e. Interact and engage with residents/ citizens/ potential tourists by providing information sought.
 - f. Advertise/ promote various events of Jharkhand through the social media platforms.
- D.4 Prepare weekly/ monthly reports on tourist traffic and activities on social media.
- D.5 Promote online advertisements by leveraging analytics from Google and other providers.

Task-E MEDIA PLANNING, BUYING AND OTHER EXECUTION ACTIVITIES:

- E.1. Media Planning responsibilities include:
- a. Media plan development, refinements and amendments, as needed throughout the course of the contract.
 - b. Target audience development for all core general market targets.
 - c. Media planning will include the use of all media vehicles as needed based on strategic Direction (network TV, cable TV, radio, consumer print, trade print, outdoor, etc.)
- E.2. All broadcast media buying will be performed by Agency include:
- a. Pre-buy estimates
 - b. Defined delivery as well as cancellation guarantees
 - c. Buy negotiations
 - d. Timely TV and radio post-buy analysis
- E.3. Agency shall assist the Authority in all print/outdoor media buying. Responsibilities include:
- a. Processing all insertion orders
 - b. Contracts and negotiations/placement/monitoring of advertising
 - c. Added value promotions and a position summary for all print placements
- E.4. Assist the department in selection/ empanelment of agencies (execution agencies) for production of content conceptualized in Tasks A and B including but not limited to Ad films, short films, brochures, hoardings, standees, radio ads, jingles, posters, maps etc. This would include assisting the department in entire procurement life cycle.
- E.5. Supervise and manage the work undertaken by execution agencies to ensure quality and timeliness
- E.6. Facilitate, supervise and manage distribution and release/ display/ publication of material or content produced.
- E.7. Manage/ liaison with the selected brand ambassador on behalf of the department

ALL DELIVERABLES SHALL BE SUBMITTED IN: 5 COLOR PRINTS IN HARD COPY. SOFT COPIES (OVER EMAIL AND IN COMPACT DISCS IN PDF AND EDITABLE VERSIONS)

Note:

1. *The full copyright of all creative and publicity material produced, would rest with the Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand for all time use. This would include full copyright of images used in the creative and publicity material.*
2. *All creative and publicity material designed / produced will be of international quality, comparable with the existing creative and publicity material of the Department of Tourism, Art Culture, Sports And Youth Affairs.*
3. *The Agency will ensure submission of required creative / publicity material and any other work undertaken within the time frame that would be conveyed by the Department for each work assigned.*

5.2 MANPOWER REQUIREMENTS-

The firm should be fully equipped with trained and skilled PR professionals since the scope of services would require a multi-disciplinary team. The agency should have well equipped office setup with all required manpower, office infrastructure, all latest equipment at its offices to deliver the above scope of services and to provide an effective back office support to their team members working at Ranchi.

The Agency should have a local team in Ranchi for this assignment initially comprising **Team Leader** and **Sr. Media Coordinator** and be available for meetings on a daily basis. It is not expected that all personnel proposed by the bidder should be at the client location. Further need based resources would have to be deployed by the Agency based on the project requirement or as and when Department requires the services of experts for this project. The team estimation by the Agency shall be done in a manner which adequately meets the project requirements.

5.2.1 MANPOWER REQUIREMENTS AT Department of Tourism, Art Culture, Sports And Youth Affairs, OFFICE, RANCHI-

Personnel	Educational Qualification	Length of Professional Experience	Expertise
Team Leader - Ranchi office (1)	Bachelor/Masters degree in mass communication /advertising or journalism from a renowned institute.	Should have experience of at least 15 years in Advertising/ Mass Communication/ PR/ Branding related work in India and outside.	Should have worked on at least one Advertising/ PR project for State or Central Government in India. Should have led at least 3 projects w.r.t. advertising and 3

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			projects w.r.t. PR in the last five years. Projects should have scope similar to this RFP. Professional should have excellent written and verbal communication skills and interpersonal skills.
Sr. Media Coordinator/Track-Media Lead-Ranchi office (1)	Bachelor/Master's degree/ diploma in mass communication or journalism from a renowned institute.	Should have experience of at least 10 years in Media Planning, Buying and Execution related work in India and outside across multiple channels (TV, Radio, Hoardings, Billboards, Magazines, Newspapers etc)	Should have expertise in managing media and have expertise on conceptualization, design and development of relevant knowledge products. Excellent written and verbal communication skills and interpersonal skills. Should have undertaken at least 5 projects with demonstrated scope of work as requested in relevant scope of work of this RFP esp. w.r.t. Task E.

- The local team of the selected Agency shall work from the Office of Department of Tourism, Govt. of Jharkhand.
- At least two personnel (Team Leader and Sr. Media Coordinator) will have to be present at Department of Tourism, Art Culture, Sports And Youth Affairs, office, while other personnel's can provide back end support from agency office. To support the Team Leader at local office, the Agency may have their own assessment about the support professionals required and shall be deployed accordingly. The office space and necessary arrangements will be provided by Department of Tourism, Art Culture, Sports And Youth Affairs, for the officials working at Ranchi.

5.2.2 AVAILABILITY OF MANPOWER BY PR AGENCY AT AGENCY OFFICE -

The agency should have in house capacity of above mentioned personnel's in order to provide back end support to the personnel's stationed at Ranchi, Department of Tourism, Art Culture, Sports And Youth Affairs, office. The Agency shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Department of Tourism, Art Culture, Sports And Youth Affairs, authorities and shall maintain the time sheet/attendance sheet of the working of all Personnel in the Department of Tourism, Art Culture, Sports And Youth Affairs, Office.

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Key Personnel (Numbers)	Educational Qualification	Length of Professional Experience	Expertise
Track Lead-Advertising and Promotions (1)	Bachelor/Master's degree (degree/ diploma) in mass communication/advertising or journalism.	At least 10 years' relevant experience in Advertising in India and outside.	Should have expertise in Designing and production of creative for the print, television, radio, online, outdoor and other media agencies. Should have undertaken atleast 5 projects with demonstrated scope of work as requested in RFP esp. w.r.t Task B.
Track Lead-PR(1)	Post Graduate Diploma/ Graduate with focus on digital marketing and/or marketing and/or journalism & mass communication.	At least 10 years in PR related work in India and outside.	Should have expertise in handling all areas related to a PR project and he should possess Direct experience in dealing with Central/State government or government agencies, press and media. Should have undertaken atleast 5 projects with demonstrated scope of work as requested in RFP esp w.r.t Task C.
Content Lead (1)	University/College degree or qualification/certification.	At least 8 years of editorial experience in English and Hindi.	Should have undertaken atleast 4 projects with demonstrated scope of work as requested in RFP w.r.t Content development.
Content developer (1)	University/College degree or qualification/certification.	At least 4 years of editorial experience in English and Hindi.	Experience using a Content Management system. Should have undertaken atleast 2 projects with demonstrated scope of work as requested in RFP w.r.t Content development.
Graphic designer (1)	A degree /diploma in graphic designing/Computer graphics from a renowned Institute.	At least 8 years' relevant experience in Graphics designing and DTP experience.	Proficient with various Graphics designing tools like Pagemaker, Ventura, Adobe Photoshop, Adobe Creative suite, Corel Draw etc. Should have created design for advertising content which were displayed on public platforms like TV, newspaper etc

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Social Media consultant (1)	Graduate in mass communication/ journalism from a renowned institute.	At least 4 years' of working experience in digital space. At least 2 years of working experience in social media platform.	Should have expertise in managing media relations including social media. Above average command over Hindi and English language.
Additional Team Members	Additional team members may be required by the agency on as required basis. The number and effort of such personnel should be estimated by the agency before bidding and such personnel should be made available to the department.		

ADDITIONAL NOTES ON PROJECT TEAM-

- A. Need based resources would have to deployed by the Agency based on the project requirement or as and when Department requires services for this project.
- B. It is not expected that all personnel proposed by the bidder should be at the client location. However, the team leader and Senior Media coordinator should be based in Ranchi and be available for meetings on a daily basis.

5.3 PAYMENTS TO AGENCY

- A. The payments to the agency shall be made under two categories: **Fixed Costs** and **Itemized Work Costs** (like campaigns, brochures, ads etc.)
- B. The agency shall raise invoices on a quarterly basis for:
 - Fixed Costs (Cost of one year equated across 4 quarters).
 - Itemized work undertaken by the agency and accepted by the Department in the given quarter.

SECTION - 6: EVALUATION CRITERIA

6.1 EVALUATION CRITERIA FOR THE TECHNICAL BID -

Sl. No	Evaluation Criteria	Points	Calculation of Marks	Documents to be submitted
A	Key Personnel (A curriculum vitae to be enclosed as per Annexure VII)	50		(A curriculum vitae to be enclosed as per Annexure VII)
A1	Team Leader	13	<p>Qualification: Mass communication/advertising or journalism from a renowned institute: Masters degree: 3 marks Bachelor degree: 2 marks</p> <p>Experience in Advertising/ Mass Communication/ PR/ Branding related work in India and outside:</p> <p>Equal or more than 20 yrs= 8 marks</p> <p>Equal or more than 15 yrs but less than 20 yrs= 5 marks</p> <p>Less than 15 years=zero marks.</p> <p>Experience of at least one Advertising/ PR project for State or Central Government in India= 2 marks.</p>	
A2	Senior Media Coordinator/Track Lead-Media	8	<p>Qualification: Mass communication or journalism from a renowned institute: Masters degree: 3 marks Bachelor degree: 2 marks</p> <p>Experience in Media</p>	

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			<p>Planning, Buying and Execution related work in India and outside across multiple channels (TV, Radio, Hoardings, Billboards, Magazines, Newspapers etc):</p> <p>Equal or more than 15yrs= 5 marks</p> <p>Equal or more than 10 yrs but less than 15 yrs= 3 marks</p> <p>Less than 10 years = zero marks.</p>	
A3	Track Lead-Advertising and Promotions	8	<p>Qualification: Mass communication/advertising or journalism from renowned institute.</p> <p>Masters degree: 3 marks Bachelor degree: 2 marks</p> <p>Experience in Advertising in India and outside:</p> <p>Equal or more than 15yrs= 5 marks</p> <p>Equal or more than 10 yrs but less than 15 yrs= 3 marks</p> <p>Less than 10 years = zero marks.</p>	
A4	Track Lead-PR	8	<p>Qualification: Post Graduate Diploma/ Graduate with focus on digital marketing and/or marketing and/or journalism & mass communication.</p> <p>Masters/Post graduate</p>	

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			<p>degree: 3 marks Bachelor/graduate degree: 2 marks.</p> <p>Experience in PR related works in India or outside: Equal or more than 15yrs= 5 marks</p> <p>Equal or more than 10 yrs but less than 15 yrs= 3 marks</p> <p>Less than 10 years = zero marks.</p>	
A5	Content Lead	4	<p>Qualification: University/College degree: 1 marks.</p> <p>Experience: Editorial experience in English and Hindi: Equal or more than 10 yrs= 3 marks</p> <p>Equal or more than 8 yrs but less than 10 yrs= 2 marks</p> <p>Less than 8 years=zero marks</p>	
A6	Content Developer	3	<p>Qualification: University/College degree: 1 marks.</p> <p>Experience: Editorial experience in English and Hindi: Equal or more than 6 yrs= 2 marks</p> <p>Equal or more than 4 yrs but less than 6 yrs= 1 marks</p> <p>Less than 4 years=zero</p>	

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			marks	
A7	Graphics Designer	3	<p>Qualification: Degree in graphic designing/Computer graphics : 1 marks.</p> <p>Experience in Graphics designing and DTP: Equal or more than 10 yrs= 2 marks</p> <p>Equal or more than 8 yrs but less than 10 yrs= 1 marks</p> <p>Less than 8 years=zero marks</p>	
A8	Social Media Consultant	3	<p>Qualification: Graduate in mass communication/ journalism : 1 marks.</p> <p>Experience in digital space: Equal or more than 4 yrs= 1 marks</p> <p>Experience of working in social media: Equal or more than 2 yrs= 1 marks</p>	
B	Approach and Methodology incl. Presentation	20	To be decided by the designated committee	
	<ul style="list-style-type: none"> • Bidder's overall approach to the engagement for Jharkhand tourism for one year. • Detailed methodology to undertake each scope of work items as per RFP esp preparation of Tourism Promotion plan. • Detailed Project plan with activity and resource wise detailing. 			

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	<ul style="list-style-type: none"> • Case studies of large brands handled including sample outputs. • Sample creative material like poster design, print creative etc and PR material like videos of international/domestic festival, press releases in various languages etc. • Additional details as required by RFP or as deemed fit by the bidder. 			
C	Bidder's Experience	15		
C1	Experience of undertaking designing/ production of creative/ commercials/ projects for various media incl. Print, TV, radio, online, outdoor etc. as well as publicity material including brochures, posters, maps, calendars etc of projects having minimum contract value of INR 50 Lac in the last 3 FY's preceding the Proposal due date (PDD). (by any member of the consortium).	7.5	<p>More than 5 projects =7.5 marks.</p> <p>Equal or more than 3 projects but less than 5 projects=5 marks</p> <p>Equal or more than one projects but less than 3 projects=2 marks.</p>	<ul style="list-style-type: none"> • Undertaking from Authorised signatory • Detailed experience as per Annexure VIA &VIB • Copy of contract relevant extracts demonstrating compliance to criteria • Completion certificate from client , if any
C2	Experience of undertaking Public Relations and Social Media work having minimum contract value of INR 50 Lac (each) in the last 3 FY's preceding Proposal due date (PDD).	7.5	<p>More than 5 projects =7.5 marks.</p> <p>Equal or more than 3 projects but less than 5 projects=5 marks</p> <p>Equal or more than one projects but less than 3 projects=2 marks.</p>	<ul style="list-style-type: none"> • Undertaking from Authorised signatory • Detailed experience as per Annexure VIA &VIB • Copy of contract relevant extracts demonstrating compliance to criteria • Completion certificate from client , if any
D	Average Annual Turn Over from	15	Equal or more than 15 cr	<ul style="list-style-type: none"> • The audited

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<p>Advertising/PR business in India in each of the last three (3) Financial years preceding the proposal due date (PDD) (for sole bidder/lead bidder).</p>	<p>=15 marks Equal or more than 10cr but less than 15 cr=10 marks Equal or more than 5 cr but less than 10 cr=5 marks Less than 5 cr=zero marks</p>	<p>balance sheet and Profit & Loss statements for each given year. • Certificate from Statutory auditor/CA as per Annexure III.</p>
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Total marks is 100, Minimum marks to qualify shall be 70. The Bidders will be assigned a score termed as Technical Score (**T_s**) based on summation of their individual marking on all the above mentioned parameters.

EVALUATION CRITERIA FOR FINANCIAL BID-

- a) In the second stage, the financial evaluation will be carried out. Each Financial Proposal will be assigned a financial score (SF).
- b) Bidder quoting the lowest Financial Proposal ("FM") will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of Financial Proposal other than the lowest financial quote)

COMBINED AND FINAL EVALUATION-

- A. Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 70% and 30% respectively.

- B. The combined score shall be carried out in front of the Bidder at the end of opening of financial proposal.
- C. The selected Successful Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in the agreement hereof, as the case may be.

SECTION - 7: FRAUD AND CORRUPT PRACTICES

- A. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Contract Agreement, the Authority may reject a Bid, withdraw the LOI, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.
- B. Without prejudice to the rights of the Authority under above Clause hereinabove and the rights and remedies which the Authority may have under the LOI or the Contract Agreement, or otherwise if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Contract Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- C. For the purposes of this Section 6, the following terms shall have the meaning hereinafter respectively assigned to them:

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- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of AUTHORITY who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of AUTHORITY , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of AUTHORITY in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process or abstaining itself or any person from bidding as would have the effect of eliminating competition or a competitor.

SECTION - 8: MISCELLANEOUS

- A. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- B. Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- C. It shall be deemed that by submitting the Bid, the Bidder agrees and releases Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- D. Words and Phrases not defined in this RFP shall have the meaning as specified in the Contract Agreement.

Annexure – I: Letter Comprising the Bid

(On Bidder's Letter head)

Ref.

Date:

Director,
Directorate of Tourism
Government of Jharkhand,
FFP Building, Dhurwa,
Ranchi-834004

Subject: RFP for Appointment of PR Agency for Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand

Dear Sir/ Madam,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the subject assignment.

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

I/We confirm that the application is valid for a period of 120 days from the due date of submission of application and is unconditional.

I/We hereby also confirm the following:

1. The Proposal is being submitted by M/s _____ [...] (*name of the Bidder*)-, in accordance with the conditions stipulated in the RFP.
2. I/We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by Authority (hereinafter referred as the "**Authority**") and in any subsequent communication sent by Authority.
3. I/We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Authority)
4. I/We shall make available to the Director, Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. I/We would be solely responsible for any errors or omissions in our Proposal.
6. I/We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Preferred Bidder.
7. I/We certify that in the last three years, we have neither failed to perform under any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial Authority or 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.
8. 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; and
 - 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, as defined in the RFP document, 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
9. 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;
10. 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.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the 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 community.
12. 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 the Court of Law.
13. 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.
14. I/We hereby irrevocably waive any right 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 Bidders, 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 me/us being declared as the Preferred Bidder, I/We agree to enter into a Contract Agreement in line with the requirement of the RFP document that has been provided to me prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same and that the Team Leader shall be responsible for providing himself and not through any other person or Associate.
16. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Contract.
17. The Bid Variable has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, Contract Agreement, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.
18. 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 / Contract is not awarded to me or our Bid is not opened or rejected
19. I/We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Due Date of submission of bid.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Thanking You,

Yours Sincerely,

For and on behalf of: (name of the Bidder and the Company Seal)

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :

Address :

Annexure – II-Qualifying/Technical Bid
(To be kept duly signed in Envelop 1)

TECHNICAL BID

Sub: Application for Appointment of PR Agency for Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand for one year.

S No	Particulars	Documents to be submitted	Compliance(Y/N)
A.	Name & Address of the firm, Tel/ Fax/Email Details		
B.	The bidding entity (sole bidder and all bidders in case of consortium) should be legally registered entities in India under Companies Act/Partnership Act etc. (enclose evidence)	-Certificate of Registration -Certificate of Incorporation	
C.	Letter comprising bid	As per format provided in RFP.(Annexure I)	
D.	No bidding entity (sole bidder and all bidders in case of Consortium) should be blacklisted/barred by any Central or State government or PSU.	Undertaking from Authorised signatory	
E.	The bidding entity (sole bidder and all bidders in case of consortium) should have a positive net worth and demonstrated profitability in each of the last three financial years preceding the proposal due date.	-Audited Balance Sheet and Profit & Loss Statements for each given year. -Certificate from Statutory Auditor	
F.	The bidding agency must have an average annual turnover from advertising/ PR/ creative work equivalent to Rs. 5.00 crore or above for the last three financial years preceding the proposal due date.	-Audited Balance Sheet and Profit & Loss Statements for each given year. -Certificate from Statutory Auditor	
G.	The bidding agency must have been in operation for a minimum of 3 years as on proposal due date, in designing/ production of creatives / commercials for various media including print, TV, radio, online, outdoor etc as well as publicity material including brochures, posters, maps, calendars etc.	-Undertaking from Authorised signatory. -Detailed experience as relevant annexure of the RFP. -Copy of Contract with relevant extracts demonstrating compliance to criteria. - Completion certificate	

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		from client.	
H.	The bidding agency must have been in operation for a minimum of 3 years as on proposal due date, in undertaking Public Relations work.	-Undertaking from Authorized signatory. -Detailed experience as relevant annexure of the RFP. -Copy of Contract with relevant extracts demonstrating compliance to criteria. - Completion certificate from client.	
I.	Branches (Enclose details with address & Telephone No.)		
J.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.		
K.	Designation of individuals authorized to act for the organization		
L.	Details of Income Tax Registration	Enclose PAN details and latest Income tax clearance certificate	
M.	Service Tax Registration Details	Enclose details	
N.	Professional set up (Completed details of staff, Designers & other)	Enclose list (separate sheet for technically qualified staff along with their CV)	
O.	Details of EMD fees enclosed	Demand draft or Bank Guarantee.	
P.	Power of Attorney submitted	As per format prescribed in RFP.	
Q.	Tender fees submitted	Demand draft	
R.	Consortium agreement , if applicable	Joint bidding agreement as per RFP format.	
S.	Any other information		

This is to certify that I have read and understood the enclosed brief and other Terms & Conditions and all the supporting documents have been enclosed, and the information given by me is true to the best of my knowledge.

Signature of the Bid Applicant

(with seal)

Date:

Annexure – III-Format for Financial Strength of the Bidder

(To be submitted on letter head by sole bidder/ all bidders in case of consortium)

Turnover Related Data (All Figures in INR Crore)

S No	Description	Financial Year		
		<u>2014-15</u>	<u>2013-14</u>	<u>2012-13</u>
1	Advertising Revenue			
2	Revenue from PR projects			
3	(add) Other Revenue			
	Total Turnover			

Certificate from the Statutory Auditor

This is to certify that (Name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

(Signature, name and designation of the authorised signatory)
Date : Name and seal of the audit firm:

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note:

1. Audited Balance Sheets/Annual report for last three financial years (12-13, 13-14, 14-15) preceding the Proposal Due date shall be submitted along with the technical proposal.
2. The annual Turnover & Net worth data should be certified by a practising Chartered Accountant and the same should be accompanied with this certificate.

Annexure IV: Format for Bid Security/EMD
Format for Bank Guarantee for Bid Security

(Refer Clauses 2.14)

B.G. No.

Dated:

- 1 In consideration of you, Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand, having its office at, (hereinafter referred to as Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [insert the name of the Bidder/Name of Consortium with name of Lead Member] and having its office at _____ [and acting on behalf of its Consortium, if applicable] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Project of Public Relation works of Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand (hereinafter referred to as "the Project") pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.14 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to Department of Tourism, Art Culture, Sports And Youth Affairs,, Government of Jharkhand an amount of Rs. 5,00,000/- (Rupees five lacs only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- 2 Any such written demand made by Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- 3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand is disputed by the Bidder or not, merely on the first demand from Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand stating that the amount claimed is due to Department

of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 5,00,000/- (Rupees five lakhs only).

- 4 This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 5 We, the Bank, further agree that Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- 6 The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand shall be entitled to treat the Bank as the principal debtor. Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Intent by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand, and the Bank shall not be released from its liability under these presents by any exercise by Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Department of Tourism, Art

Culture, Sports And Youth Affairs, Government of Jharkhand or any indulgence by Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand to the said Bidder or by any change in the constitution of Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

- 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
- 10 It shall not be necessary for Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand in writing.
- 12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorized official.

(Signature of the Authorised Signatory)

(Official Seal)

Annexure – V-(Details of Bidder)

1. a) Name:
 - b) Registration Details of the Bidder:
 - c) Country of incorporation:
 - d) Address of the corporate headquarters and its branch office(s), if any, in India:
 - e) Date of incorporation and/ or commencement of business:
- 2 Brief description of the Bidder including details of its main lines of business:

Details of individual(s) who will serve as the point of contact/ communication for authority:

 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
- 3 Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (f) Address:

(Signature, Name and designation of the authorised signatory)

For and on behalf of

Annexure VIA: Experience Summary

(To be submitted on letter head by sole bidder/ all bidders in case of consortium)

EXPERIENCE OF UNDERTAKING DESIGNING / PRODUCTION OF CREATIVES / COMMERCIALS/ PROJECTS FOR VARIOUS MEDIA INCLUDING PRINT, TV, RADIO, ONLINE, OUTDOOR ETC.

S No.	Name of Project	Client Details	Project Location	Project Cost(in Rs)	Document Enclosed

EXPERIENCE OF UNDERTAKING PUBLIC RELATIONS WORK

S No.	Name of Project	Client Details	Project Location	Project Cost(in Rs)	Document Enclosed

EXPERIENCES IN PROVIDING MEDIA PLANNING & BUYING SERVICES

S No.	Name of Project	Client Details	Project Location	Project Cost(in Rs)	Document Enclosed

Signature _____

Name _____

Designation _____

Company _____

Date _____

Notes:

The claimed experience shall be supported by project completion certificates/ work order issued by the clients towards documentary evidence.

Annexure VIB: Detailed Experience Descriptions

(To be submitted on letter head by sole bidder/ all bidders in case of consortium)

Name of the Assignment	
Name of the Client (with contact person and details)	
Location of the Project and the country	
Start date and End Date	
Current Status of Project	
Name of the associated Agency, if any	
Number of staff and the duration of the project in man months	
Approximate value of services (Total Contract Value, Value of services provided by the Agency and production costs, if part of the contract)	
Names of the Senior staff involved and function performed	
Narrative Description of the Project	
Other Project Details (Broad details)	
Contact Person	
Designation	
Phone No	

Annexure – VII- (Form for Personnel)

(To be submitted on letter head by sole bidder/ all bidders in case of consortium)

PART 1: KEY PERSONNEL-

Using the format below, please provide the summary information on the profiles you propose to include for evaluation and the roles they are expected to play in the project:

Sl.No.	Name of Key Personnel	Firm	Designation	Educational Qualification	Length of Professional Experience	Area of Expertise	Key Responsibilities

Part2: CV for Professional Staff Proposed

Please provide detailed professional profiles of the staff proposed for evaluation. The profile for a single member must not exceed three pages.

S. No.	Description	Details
1.	Name of Staff	
2.	Designation	
3.	Date of Birth	
4.	Nationality	
5.	Role proposed for	
6.	Languages known	
7.	Current responsibilities in the responding firm	
8.	Total years of relevant experience	
9.	Years of experience with the responding firm	
10.	Educational Qualification: Degree	
11.	Academic institution graduated from: Year of Graduation Specialization (if any)	
12.	Professional certifications (if any)	
13.	Professional Experience details (project wise): Project name Client Key project features in brief Location of the project Designation Role Responsibilities and Activities Duration of the project	

14.	Details of relevant Government Experience (if any)	
15	Covering Letter: Summary of the Individual's experience which has direct relevance to the project	

Each CV must be accompanied by the following undertaking from each staff member:

CERTIFICATION

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

[Signature of staff member]

Date:

(Authorized Signatory)

Name: _____

Designation & Authority: _____

Place: _____

Date: _____

Business Address: _____

Annexure – VIII-(Statement of Legal Capacity)

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

**Director,
Directorate of Tourism
Government Of Jharkhand
FFP Building, 2nd Floor,
Dhurwa,
Ranchi-834004**

Tel. No. +91 651 2400493 Fax: +91 651 2400492

E-mail :tourism_directorate@rediffmail.com

Subject: Appointment of PR Agency for Department of Tourism, Art Culture, Sports And Youth Affairs,
Government of Jharkhand

Dear Sir/Madam,

I/We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

I/We have agreed that _____ (insert individual's name) will act as our Authorized representative on our behalf and has been duly authorized to submit our RFP. Further, the authorized signatory is vested with requisite powers to furnish such proposals and all other documents, information or communication and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of

(Signature, Name and Address of the Authorized signatory)

Annexure IX: Power of Attorney for lead bidder

(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)

Whereas the Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand ("the Authority") has invited applications from interested parties for selection of PR agency ("the Project").

Whereas, _____ and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

I, _____ having our registered office at _____ [the name and address of the registered office] (hereinafter referred to as the "Principal") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). I hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Authorization/Contract Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/

Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**

For _____

(Signature) _____
(Name & Title)

For _____

(Signature) _____
(Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- 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.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries conforming Appostille certificate.

Annexure X: Power of Attorney for Bid Signatory

(To be submitted by sole bidder/all bidders in case of consortium)

(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)

We, <<full name of bidder>>, a Company incorporated under the Companies Act 1956 and having its Registered Office at <<Full registered address>> do hereby appoint, nominate and constitute <<Name and Designation to whom power of attorney is being issued>>, as our attorney to do any / all of the following things:

- 1 To sign, execute agreements, forms, undertakings, affidavits, declarations, applications, papers and other related documents in connection with submission of proposal to Director, Authority for undertaking <<"RFP Title, number and date">>
- 2 To represent the company in all respects in connection with above matter;
- 3 To do all/any other incidental things for carrying out the action required under point No. 1 & 2 above.

We hereby agree to ratify all lawful actions, which our attorney shall do, perform on our behalf.

IN WITNESS WHEREOF this Power of Attorney has been issued under the authority of <<Full name and designation of issuing authority of power of attorney>> on this day of, 2015.

For <<Full name of bidder>>

Sign:

Full name and designation of issuing authority of power of attorney:

Location:

I accept

Sign:

Full name and designation of person to whom power of attorney is being issued: Location:

Witness:-

Name :

Address : _____

Annexure – XI-(Litigation History)

(To be provided by the Bidder)

- I. Number of cases
 - a) pending in court
 - b) Pending in Tribunal
 - c) Pending in Arbitration
 - d) Any other Authority

- II. Brief history of each case mentioned above including
 - a) the names of the parties,
 - b) subject matter of dispute,
 - c) date of initiation/filing / commencement of the case,
 - d) Present position of the case.

Annexure – XII- Financial Bid

(To be kept duly signed in Envelop 2)
(To be forwarded on letterhead of Bidder)

FINANCIAL BID

To

Director,

Directorate of Tourism

Government of Jharkhand

FFP Building, 2nd Floor,

Dhurwa,

Ranchi-834004

Sub: Price Bid for PR Agency work of Department of Tourism, Art Culture, Sports And Youth Affairs, Govt. of Jharkhand as mentioned in this RFP.

Dear Sir/Madam

As a part of the Proposal for providing consultancy services for the subject Project, we hereby submit the following Professional Fee quotation.

We quote Rupees _____ (Rupees in words followed by Rs. in figures in brackets) plus applicable service tax towards our Professional fee to be paid as per payment schedule specified in the RFP towards scope of work as mentioned in the RFP.

We abide by the above quote, terms and conditions of the RFP, if authority selects us as the Agency for this particular project.

We also understand that, in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.

We agree that this offer shall remain valid for a period of one hundred and eighty (180 days) from the Proposal Due Date or such further period as may be mutually agreed upon.

We agree that the rates quoted shall be valid for 1 (one) year from the date of signing of agreement.

Yours faithfully,

(Signature of Authorised Signatory) (Name,
Title, Address, Date)

Note: The financial proposal to be submitted strictly as per the above format. Noncompliance to the above format shall disqualify the firm's proposal.

Annexure to Financial Proposal**Table 1: Lumpsum cost**

S No	Particulars	Amount (in Rs)
1	Total Fixed costs, Personnel costs, studio cost etc	
2	Out of Pocket Expense for 12 months	
	Total in figures	
	Total in words	

Table 2: Itemized Costs

S No	Particulars	Amount per unit (in Rs)	Number of units	Total (in Rs)
1	2	3	4	5=3*4
1	Print creative (as per activity B1 (a) of Task B in scope)		12	
2	Creative for international campaigns (as per activity B1 (b) of Task B in scope)		3	
3	Creative for domestic campaigns (as per activity B1 (c) of Task B in scope)		12	
4	Radio adverts for domestic markets (as per activity B1 (e) of Task B in scope)		3	
5	TVCs (as per activity B1 (f) of Task B in scope)		3	
6	Online campaign for domestic markets (as per activity B1 (g) of Task B in scope)		6	
7	High quality posters (as per activity B2 (a) of Task B in scope)		12	
8	Brochures (comprising between 32-40 pages) (as per activity B2 (b) of Task B in scope)		4	
9	Conceptualization and execution of participation of department in events in India (as per activity C2 of Task C in scope)		5	
10	Conceptualization and execution of participation of department in events outside India (as per activity C2 of Task C in scope)		2	
11	Undertake planning, management, promotion and successful execution of following tourism related festivals on an annual basis (as per activity C10 of Task C of scope)		3	
	Total cost in figures			
	Total cost in words			

Table 3: Total overall cost to be considered for financial valuation

S No	Cost component	Total cost
1	Total cost as per Table 1	
2	Total cost as per Table 2	
	Total cost in figures	
	Total cost in words	

Note:

- a. Total cost to be considered for financial evaluation for selection of bidder will be the total in **Table 3 above**
- b. The itemized items in Table 2 are indicative. Department may reduce or exceed the units as per its requirements and the compensation payable to the agency would vary accordingly.
- c. All quotes should be exclusive of all applicable taxes/ levies etc
- d. Service Tax shall be applicable at prevailing rates.
- e. In case of discrepancy between total in figures and words, total in words shall prevail.
- f. In case of discrepancy in calculation and total cost, calculation shall prevail.

Date:

Place:

Signed:

Name:

In the capacity of:

For and on behalf of:

Annexure XIII-Joint Venture/ Consortium Agreement

(In case of Joint Venture/Consortium [not more than two members] clearly mentioning the Intent of Consortium its lead member and roles and Responsibilities of Parties)

Annexure – XIV- DRAFT AGREEMENT

This agreement is made at Ranchi on this day of 2015 between -----, a PR Agency having its registered under Companies Act 2013/1956 and 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

Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand, Ranchi on behalf of Governor of Jharkhand- (hereinafter referred to as "the Client/Authority" which expression shall mean and include its successors, representatives, authorized agents and assigns of the Second Part.

Whereas

- (a) The Authority has requested the Agency to provide certain consultancy services as defined in this Contract (hereinafter referred to as the "Services").
- (b) The Agency, having represented to the Authority that it has the required professional skills, and personnel and technical resources & expertise, has agreed to provide the Services on the terms and conditions set forth in this Contract.

PURPOSE

- a) Whereas the Client is interested in engaging the PR services of the Agency for Promoting Jharkhand as a tourist destination whereas the Agency has agreed to render such services as and when required to the Client, on the following terms and conditions hereinafter agreed to between the parties.
- b) The Client hereby appoints the Agency as their PR agency to render its services for promoting Jharkhand as a Tourist Destination in national and international markets through different media such as newspapers, television and radio, cinema theatre, public hoardings, etc. and/or any other medium of advertising/public relations exercise as mentioned in Terms of Reference(TOR) of RFP.

Definitions

Unless the context otherwise requires, the following terms & expressions, whenever used in this Contract, shall have the following meanings hereinafter respectively ascribed to them:

- (a) "Advance Payment Guarantee" shall mean advance payment guarantee to be furnished by Agency by way of bank guarantee in terms of this Contract towards mobilization advance.
- (b) "Applicable Law" shall mean and include any law, rule, regulation, ordinance, order, treaty, judgment, notification, decree, bye-law, governmental approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law and shall include any of the foregoing, injunction, permit or decision of any central, state or local, municipal government, Corporation, agency, court having jurisdiction over the matter in question, whether in effect as on the date of this Contract or thereafter, in any jurisdiction.
- (c) "Agency" shall mean and refer to _____ that will provide the Services to the Corporation/Authority under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents in this Agreement as the date hereof, and as amended or supplemented, from time to time, in accordance with the provisions hereto.
- (e) "Corporation" here is defined as Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand.
- (f) "Effective Date" means the date on which the Contract is signed by both the parties.
- (g) "Government" means the Government of State of Jharkhand.
- (h) "Material Adverse Effect" means circumstances which may or do (i) render any right vested in a Party by the terms of this Contract ineffective; or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Contract; or (iii) adversely affects the legality, validity, binding nature or enforceability of this Contract
- (i) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (j) "Party" means the Corporation or the Agency, as the case may be, and "Parties" means both of them.
- (k) "Performance Security" shall mean performance security to be furnished by Agency by way of bank guarantee in terms of this Contract.
- (l) "Personnel" means persons hired by the Agency or by any Sub-Agency and assigned to the performance of the Services or any part thereof.
- (m) "Services" means the work to be performed by the Agency pursuant to the scope of the Contract.
- (n) "Sub-Agency" means any person or entity to whom/which the Agency subcontracts any part of the Services.
- (o) "In writing," means communicated in written form with proof of receipt.

1. Commencement, Completion, Modification and Termination of Agreement.

1.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date the Agreement/Contract is signed i.e. on _____ (the “Effective Date”)

1.2 Commencement of Services.

The Public Relation Firm/Agency shall commence the Services immediately within 15 (fifteen) days from the Effective Date.

1.3 Termination of Agreement for failure to commence Services.

If the Public Relation Firm/Agency does not commence the Services within the period specified above, the Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand (Authority) may, by not less than 02 (two) week notice to the Public Relation Firm, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security as well as Performance Security of the Public Relation Agency shall stand forfeited.

1.4 Expiration of Agreement

Unless terminated earlier, this Agreement shall expire when the Services have been completed and a period of 180 (one hundred Eighty) days has elapsed after all payments due under this agreement have been made.

1.5 Extension of Contract

The contract may be extended to another one year at a time upto maximum of 2 years subject to satisfactory performance or mutual agreement between the parties.

1.6 Entire Agreement

This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modifications hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn, provided, however, that the obligations of the Public Relation Agency arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

1.7 Modifications of Agreement

Modification of the terms and conditions of this Agreement may only be made by written agreement between the Parties hereof, however, each Party shall give due consideration to

any proposals for modifications made by the other Party.

2. Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Agency or Personnel. The Agency, subject to this Agreement, have complete charge of personnel performing the Services and shall be fully responsible for Services performed by them or on their behalf hereunder.

3. Grant of Rights to the Agency

Subject to and in accordance with the terms and covenants set forth in this Agreement, Authority hereby grants and authorises the Agency to provide the Services and to exercise and / or enjoy the rights, powers, benefits, privileges, authorisations and entitlements as set out in this Agreement.

4. Financing Arrangement

Agency shall at its cost, expenses and risk make such financing arrangement as would be necessary to provide Services and to meet all of its obligations under this Agreement, in a timely manner.

5. Obligations of the Agency

5.1 The Agency hereby agrees to perform the Scope of Services in accordance with the provisions of this Agreement and all applicable laws to achieve the objectives set out by the Authority.

The details of the Scope of Services that shall be performed by the Agency are set out in Clause 8 below.

The Agency shall be responsible for the supervision, execution, and successful implementation of the activities enumerated in Clause 8. The Agency agrees to commit adequate skilled manpower resources for meeting its obligations under this Agreement. The details of these resources committed are set out in RFP.

5.2 Standards of Performance

The Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and

safeguard the Authority's legitimate interests in any dealings with Third Parties.

5.3 Applicable Laws

The Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the Agency, comply with the Applicable Laws.

5.4 Confidentiality

The Agency and the Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Agency and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Agency is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Agency and the Personnel may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Agency and the Personnel or becomes a part of the public knowledge from a source other than the Agency and the Personnel;
- ii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Agency and the Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- iii. Is provided to the professional advisers, agents, auditors or representatives of the Agency or Personnel, as is reasonable under the circumstances; provided, however, that the Agency or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

6. Obligations of the Authority

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, Authority shall:

- i. Render all necessary assistance in obtaining Applicable Permits, if any, from the Government agencies concerned.
- ii. Make payments to the Agency in time.

7. TERMS & CONDITIONS

- a) This Agreement will become effective from the date of signing of the agreement and unless sooner terminated, shall continue in full force and effect up to one year. The contract may be renewed for further period on mutually agreed terms.
- b) For PR related works the responsibility of quoting the most competitive rates for various publications in the estimates for release of advertisement lies solely with the Agency, however in case, the Client comes to know that the rates quotes are higher than the official tariff of the publication, whether or not the Department has approved the rates, the authority may forfeit its security deposit.

8. SCOPE OF WORK:

The broad scope of work during one year shall include but not be limited to the following:

Task-A PREPARATION OF COMPREHENSIVE TOURISM PROMOTION PLAN

- A.1 The agency shall come onboard and understand the tourism vision of the State. As part of the same, the agency would be expected to go through all relevant documents including, but not limited to, Tourism Mission, Tourism Policy, Project shelf, previous promotion campaigns etc.
- A.2 The agency shall travel to the potential tourist destinations in the State (as decided mutually with the Authority) to understand the tourism highlights of the State.
- A.3 The agency shall prepare a comprehensive tourism promotion plan for one year focusing on, but not limited to, the following aspects:
 - a) Overall strategy to improve, support and strengthen Jharkhand Tourism as a world class tourist destination for international and domestic tourists. This should include, but may not be limited to, advertising, Public Relations, Media strategy, activation strategy and social media strategy.
 - b) The agency shall carry on all kinds of research and development work required for coming up with a comprehensive tourism promotion plan and should have a research and development team.
 - c) Undertake overall rebranding of Jharkhand tourism in terms of tagline, logo etc
 - d) Arrive at options for most preferred brand ambassadors for the State (at least 4-5 options) and share the rationale for the same along with prioritization.
 - e) Prepare a guide for Advertisements and Promotions across themes, locations and mediums
 - i. Print Creative
 - ii. Domestic Campaigns
 - iii. Radio Spots
 - iv. Television Commercials

- v. Online campaigns
- vi. Brochures etc.
- f) Public Relations
 - i. Identify key events, fairs and festivals to participate in
 - ii. Interviews, press conferences and public addresses
 - iii. Press releases
- g) Content creation strategy
- h) Strategy for on-the-ground implementation of initiatives proposed in the tourism promotion plan
- i) Country and State focused strategies for locations decided mutually with the client
- j) Detailed report on current trends in Social media for product and service promotion esp. w.r.t. Tourism, a benchmarking of at least 3 other Indian leading States w.r.t. strategy for promotion of tourism through social media, assessment of current social media presence of the department and plan for bridging the gap including a detailed action plan for one year.

The final tourism promotion strategy and plan should be submitted within 2 months from date of signing of Agreement with the selected bidder.

Task-B PROMOTION AND ADVERTISING CAMPAIGNS:

- B.1 Designing and production of creative for the print, television, radio, online, outdoor and other media during one year period from approval of Tourism Promotion Plan as detailed below, on themes / subjects to be decided in consultation with the Department.
- a) 12 print creative - including advertorials, for release in domestic newspapers (1 advertisement of any size or 1 page advertorial of any size would be treated as one creative)- One to be prepared and released each month.
 - b) 3 creative for international campaigns, on themes that would be identified by the Department. These creative would be adaptable for use in the outdoor and online media. The creative would be produced with fresh shoot. Thus the images used in the creative would become all time property of the Authority and the copyright of these images would rest with the Authority for all time.
 - c) 12 creative for domestic campaigns, on themes that would be identified by the Department. These creative would be adaptable for use in the outdoor and online media. The creative would be produced with fresh shoot. Thus the images used in the creative would become all time property of the Authority and the copyright of these images would rest with the Authority for all time.
 - d) 3 radio adverts of 60 sec. each and with smaller edits for the domestic market, on themes that would be decided by the Department. Besides Hindi and English, the three radio spots would also have to be produced in local languages such as Tamil, Kannada, Malayalam, Telugu, Gujarati, Marathi, Bengali and Oriya.
 - e) 3 Television Commercials (TVC) of 60 second duration each, with 30 second / 20 second / 10 second edits for promoting the tourism destinations and products of the State in international/domestic markets. The TVCs to be produced would be of best quality. The contents of the TVCs would be entirely by fresh shoot. The TVCs would be produced on turnkey basis.
 - f) 06 creative for the domestic online campaign to be provided. These creative would be culled

out from the creative finalized for campaigns listed at (b) & (c) above.

The creative would, at times, be required to be provided at very short notice.

B.2 Designing of other publicity material and collaterals, including brochures, maps, posters, calendar, carry bags etc. during the contract period as detailed below, on themes / subjects to be decided in consultation with the Department. This would entail supervision of printing of the publicity material by printing agency(ies) identified by the Department, to ensure quality of production.

- a) Designs for 12 posters on identified themes/ sub-themes, with high quality, printable images (includes procurement of images, content / copy writing, designing etc.). The images used in the posters would all time property of the Authority and the copyright of these images would rest with the Authority all the time.
- b) Designing of 4 brochures (comprising between 32-40 pages) for hubs and spokes on identified themes/subjects, in English and Hindi, with a high quality, printable images in each brochure. This includes creation of content, copy writing, photograph procurement and getting the content approved from experts. The agency should supply the content of the text along with open files and vignettes.
- c) Designing of Maps-This includes designing, creating the content, copy writing, photograph procurement and getting the contents approved from experts.

B.3 Adaptation & Replication of creative produced for the print, television, outdoor, online, other media for use, as per the requirement of publications, channels, outdoor sites, websites & portals, etc. The creative agency would also be required to carry out adaptation and replication of creative as per the requirements of domestic and overseas offices as well.

B.4 Translation of the international print/outdoor/online creative, radio spots and TVCs into foreign languages.

B.5 Translation of the domestic print /outdoor creative, the domestic radio spots into Indian languages.

B.6 Providing strategic inputs for the creative campaigns of the Department in the international and domestic markets.

B.7 Any other minor creative work that may be assigned by the Ministry of Tourism from time to time, including designing of creative promotional material for promoting the State during Road Shows, Events, Seminars, Conferences, etc.

B.8 For any additional creative work relating to production of creative material and designing of publicity material as enumerated in paras B.1 and B.2 above, payment will be made on the basis of the item-wise costs submitted by the Agency in their Financial Proposal. For any other additional work, pertaining to items of work included in the Scope of Work, payment

will be made on the basis of cost estimates to be submitted by the agency, with rate reasonability of the same to be decided by a Committee constituted for the purpose.

Task-C PUBLIC RELATIONS ACTIVITIES:

- C.1 Setup and manage a full-fledged media and PR desk to execute the PR strategy proposed in the Tourism Promotion Plan.
- C.2 Identify the various fairs and festivals the department should participate in India and outside. At least 5 domestic events and 2 international events should be identified. The responsibility of the PR agency during these events would include complete planning and execution of Jharkhand Tourism. This would include, but not be limited to, the following:
- a) Identify the promotion strategy for each event- type of stalls, kiosks etc along with the key attraction factors of the stall/ kiosk to attract maximum attention.
 - b) Prepare an inventory of items required to execute the promotion strategy including furniture, furnishings, standees, brochures, handouts, AV components, host personnel etc.
 - c) Supervise preparation of all the components through Department nominated agencies.
 - d) Liaise between the event organizers, Department officials and other stakeholders, as necessary.
 - e) Take photographs and videos of the promotional activities being undertaken at the event by Jharkhand Tourism.
 - f) Liaise with press, media houses, PIB etc to release articles and press notes.
 - g) Maintain information and interaction desks at such events.
- C.3 Liaise with various stakeholders in the industry like TV Channels, Travel Shows, Travel Magazines, Travel critics, corporates etc to promote Jharkhand as a tourism destination and feature Jharkhand in their editions/ seasons.
- C.4 Aggressively promote Jharkhand as a destination for cinema tourism i.e. ideal location for filming. Advise the State Government on measures to be taken to facilitate the same.
- C.5 Engage with domestic and global travel and tour operators, travel bodies to promote travel to Jharkhand by providing them promotion material (brochures, coffee table books, posters, standees etc.), theme based packages etc.
- C.6 Undertake planning, management, promotion and successful execution of tourism related festivals on an annual basis.

Task-D MANAGING SOCIAL MEDIA ACTIVITIES OF TOURISM DEPARTMENT:

- D.1 The agency would also create and manage the social media desk for the Tourism Department.
- D.2 Revamp existing social media pages/ accounts and create new ones based on the social media action plan made in Task A.
- D.3 Daily updates on all target social media sites, third party pages on social media sites like travel pages on Facebook, tourist department's mobile app, third party websites. These would include:
- a) Update with photographs of Jharkhand. These photographs may be clicked by the Agency (proprietary), commercially bought by the Agency or used from third party sources after

following due procedure to ensure no copyright infringement.

- b) Customize content published by the agency for Jharkhand Tourism for the purposes of publishing online. The team may select other content as well which may be available within the department after due approval.
- c) Coordinate with the PR team to liaise with third party sites and agencies for publishing Jharkhand Tourism data online.
- d) Maintain repository of account information of all social media sites where tourism department is enlisted.
- e) Interact and engage with residents/ citizens/ potential tourists by providing information sought.
- f) Advertise/ promote various events of Jharkhand through the social media platforms.

D.4 Prepare weekly/ monthly reports on traffic and activities on social media.

D.5 Promote online advertisements by leveraging analytics from Google and other providers.

Task-E MEDIA PLANNING, BUYING AND OTHER EXECUTION ACTIVITIES:

E.1. Media Planning responsibilities include:

- a) Media plan development, refinements and amendments, as needed throughout the course of the contract.
- b) Target audience development for all core general market targets.
- c) Media planning will include the use of all media vehicles as needed based on strategic direction (network TV, cable TV, radio, consumer print, trade print, outdoor, etc.)

E.2. All broadcast media buying will be performed by Agency include:

- a) Pre-buy estimates
- b) Defined delivery as well as cancellation guarantees
- c) Buy negotiations
- d) Timely TV and radio post-buy analysis

E.3. All print/outdoor media buying will be performed by Agency as needed. Responsibilities include:

- a) Processing all insertion orders
- b) Contracts and negotiations/placement/monitoring of advertising
- c) Added value promotions and a position summary for all print placements

E.4. Assist the department in selection/ empanelment of agencies (execution agencies) for production of content conceptualized in Tasks A and B including but not limited to Ad films, short films, brochures, hoardings, standees, radio ads, jingles, posters, maps etc. This would include assisting the department in entire procurement life cycle.

E.5. Supervise and manage the work undertaken by execution agencies to ensure quality and timeliness

E.6. Facilitate, supervise and manage distribution and release/ display/ publication of material or content produced

E.7. Manage/ liaison with the selected brand ambassador on behalf of the department

**ALL DELIVERABLES SHALL BE SUBMITTED IN: 5 COLOR PRINTS IN HARD COPY
SOFT COPIES (OVER EMAIL AND IN COMPACT DISCS IN PDF AND EDITABLE VERSIONS)**

Note:

1. The full copyright of all creative and publicity material produced, would rest with the Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand for all time use. This would include full copyright of images used in the creative and publicity material.
2. All creative and publicity material designed / produced will be of international quality, comparable with the existing creative and publicity material of the Department of Tourism, Art Culture, Sports And Youth Affairs.
3. The Agency will ensure submission of required creative / publicity material and any other work undertaken within the time frame that would be conveyed by the Department for each work assigned.

9. Applicable Taxes:

9.1 Service Tax

9.1.1 The Service tax and any other tax as applicable on the Professional Advisory Services fee as quoted in financial/price bid, and shall be payable extra by Authority over and above the respective fees.

9.1.2. The service tax shall be revised under applicable statute.

9.2. Tax Deducted at Source (TDS)

9.2.1. Wherever applicable, taxes shall be deducted at source from the Professional Advisory Services fee, Sub-Contract/ Vendor Costs, Media Costs and other costs by Authority at the rates applicable for each of the above in accordance with the relevant Sections of the Income Tax Act.

10. Approval of Reports/Plans by Authority

The Agency shall submit to Authority, the Vision, Baseline Perception Study Report, Monthly Reports, Quarterly Reports, and any other ad hoc reports in accordance with scope of work and as required from time to time by the Authority. In the event of non-submission of any reports/plans by the Agency to Authority on time in the manner as required by the Authority, Authority shall be entitled to deduct upto 10% of the Professional Advisory Services fee as Liquidated Damages.

11. Ownership

Agency agrees that the ownership of all promotion material including art work, brochures, concepts, ideas and other items or things, organizing artworks, written and other materials,

documents, raw stock and films vests with Authority. The Agency agrees to deliver to Authority all such material upon termination/ at the time of completion of this Agreement by lapse of time.

12. Termination of Agreement.

12.1 By Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand ("the Authority")

The Authority may, by not less than thirty (30) days written notice of termination to the Public Relations Firm, such notice to be given after the occurrence of any of the events specified in this Clause 12.1, terminate this Agreement if:

- (a) The Public Relation Firm fails to remedy any breach thereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to clause 12 here in above, within thirty (thirty) days receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing.
- (b) The Public Relation Firm becomes insolvent or bankrupt.
- (c) The Public Relation Firm fails to comply with any final decision reached as a result of arbitration proceedings.
- (d) If the Public Relation Firm fails to comply decision of the Authority.
- (e) The Public Relations Firm submits to the Authority a statement which has material effect on the rights, obligations or interests of the Authority and which the Public Relation Firm knows to be false.
- (f) Any document, information, data or statement submitted by the Public Relation Firm in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading.
- (g) If the Agency, in the judgment of the Corporation has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (h) If, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

12.2 By the Public Relation Firm/Agency

The Public Relation Firm may, by not less than thirty (30) days written notice to Authority such notice to be given after the occurrence of any of the events specified in this Clause 12.2 terminate this Agreement if.

- (a) Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Public Relation Firm may have subsequently agreed in writing) following the receipt by Authority of the Public Relation Firms notice specifying such breach.
- (b) Authority fails to comply with any final decision reached as a result of arbitration.
- (c) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

12.3 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 12.1 or Clause 12.2 hereof, Authority shall make the following payments to the Public Relation Firm/Agency (after offsetting against these payments any amount that may be due from the Agency to the Authority)

- (a) payment for Services satisfactory performed prior to effective date of termination , and

13. Suspension

The Corporation may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

14. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 12 or 13 hereof, or upon expiration of this Contract pursuant to Clause 1.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, and (iii) any right which a Party may have under the Applicable Law.

15. Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

15.1 Amicable Settlement

The performance of the Contract is governed by the terms and the conditions of the Contract. However at times dispute may arise over the interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If the dispute cannot be amicably settled within 45 days following the response of that party, then clause 15.2 for resolution of disputes shall become applicable.

15.2 Arbitration

In the case of dispute arising between the Authority and the PR Firm/Agency, which has not been settled amicably, any party can refer the dispute for arbitration under the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The venue of such arbitration shall be Ranchi and the

language of arbitration shall be in English.

16. Indemnification

The Agency hereby agrees to indemnify and defend the Corporation/Authority and its representatives and employees, and hold the Corporation, its representatives, employees harmless from:

- a) Against all and any claims or other lawsuits or proceedings, that may arise on account of breach of any of the applicable labour and other related laws and / or that may arise out of breach of any covenants of this Agreement including those arising out of any accident that may occur during or in relation to the Services as may be proceeded against the Corporation for any reason whatsoever and assume full responsibility for whatsoever including the payment of indemnification, penalties, attorneys' fees, legal costs and other charges, if any;
- b) Damages and losses caused by its negligent or intentional act or omission or any damages and losses caused by the negligent act of any third party or sub-contractor or agency engaged by Agency;
- c) Damages and losses resulting from the non-compliance with the obligations established hereunder;
- d) Any environmental damages caused by it and/or its representatives or employees or employees of any third party or sub-contractor or agency engaged by the Agency;
- e) Breach (either directly by it or through its representatives and/or employees) of any representation and warranty declared herein by it;
- f) Any and all claims, actions, suits, proceedings, taxes, duties, levies, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting from or arising in relation to this Agreement due to neglect, omission or intentional act of the Agency.

17. Limitation of Liability

Authority 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.

18. Survival

In the event of any termination of this agreement in whole or in part, the section entitled "Indemnification", "Confidentiality", and "Limitation of Liability" shall survive and continue in effect and shall ensure to the benefit of Authority and be binding upon Agency, their legal representatives, heirs, successors and assigns.

19. Force Majeure

19.1 Definition

- i. For the Purposes of this Agreement "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the

circumstances, and includes, but is not limited to war, riots, civil, disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- ii. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees there of nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or personnel or failure to make any payment required hereunder.
- iv. The Authority will decide the eventually of Force Majeure which will be binding on both the parties.

19.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that (a) the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party as soon as possible, but not later than 2 (two) days from such event, about the occurrence of such an event.

19.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

19.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to the payment accrued to it till date as per the payment schedule set forth in RFP.

Not later than thirty (30) days after the Agency, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services or in case the Corporation is not able to perform any of its obligations, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

20. Entire Agreement

This Agreement is the complete Agreement between Authority and Agency. Any amendment to this Agreement must be made in writing and to be signed by both the Parties.

21. Penalty Clause

For any delay in delivery of goods and services the provisions of General Financial & Accounts Rules would apply wherever applicable.

22. Performance Bank Guarantee, Retention money and Penalty for delay:

22.1 Performance Bank Guarantee

22.1.1 An amount equal to 5% of the financial bid quoted has to be deposited with the Department as the Security amount, which shall be returned after the satisfactory completion of the contract/ Job. This amount can be deposited in Performance Bank Guarantee as per the format prescribed in RFP and shall be valid for a period of one year plus 120 days.

22.1.2 The authority on its part would ensure that after the satisfactory completion of the contract the security money is returned within 1 month.

22.1.3 However delay in return of the security money by the authority will not invite any penalty on the authority, but the authority will inform the agency in writing about the cause of delay.

22.2 Retention Money: An amount equivalent to 5% of the Contract price shall be retained at the end of the Contract for accuracy of design and quantities submitted and the same will be released after the completion of services.

22.3 Penalty for Delay: In case of delay in completion of Services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the Contract Price will be imposed and shall be recovered from payments due/performance security. However in case of delay due to reasons beyond the control of the Agency, suitable extension of time will be granted.

23. Forfeiture of Security Deposit: Security Deposit shall be forfeited in the following cases:

a) When any terms and conditions of the contract are infringed.

- b) When the agency fails to complete work satisfactorily.
- c) Notice of reasonable time will be given in case of forfeiture of Security Deposit.

The decision of the Authority in this regard shall be final and binding on the Agency.

24. Representation and Warranties:

The Agency hereby represents and warrants to the client that

- a) It is a duly incorporated company under the Companies Act, 1956
- b) By entering into this agreement, it does not violate any obligations, under any other contracts entered into by it.
- c) No suit has been instituted against him for insolvency or bankruptcy, or for winding up proceedings.
- d) He is competent to enter into this agreement.
- e) He shall not assign or transfer his rights/obligations under this agreement.

25. Jurisdiction:

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

26. Non-Exclusive:

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

27. 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. However, for issues & points not covered under this agreement, General Financial & Accounts rules (GF & AR) of Government of Jharkhand shall apply.

28. 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.

29. Modification:

- l) This agreement will be executed in duplicate and one copy will remain with the Authority 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.

30. Notice:

Any notice or communication required to be addressed or given under this Agreement to Authority shall be given to the following addresses:

Director,
 Directorate of Tourism
 Government of Jharkhand
 FFP Building, 2nd Floor
 Dhurwa, Ranchi-834004

Any notice or communication required to be addressed or given under this Agreement to the Agency shall be given to the following addresses:

.....

IN WITNESS WHEREOF, the Parties hereto have signed this agreement on the day month and year first herein aforementioned.

For and on behalf of Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand:

Signature:

Name:

Designation:

(Seal of the company)

Mr/Ms -----

WITNESS No.1:

WITNESS No.2:

For and on behalf of M/S.....

Signature:

Name:

Designation:

(Seal of the Company)

Mr/Ms _____

WITNESS No.1:

WITNESS No.2:

Annexure- XV-Performance Security

(Refer Clause 22.1.1 of Draft Agreement)

To

Director,

Directorate of Tourism

Government of Jharkhand

FFP Building, 2nd Floor,

Dhurwa,

Ranchi-834004

1. The Department of Tourism, Art Culture, Sports And Youth Affairs, Government of Jharkhand (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “Agency” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “Agreement”) the assignment for PR work and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement. We, (hereinafter referred to as the “Bank”) at the request of the Agency do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Agency shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of

the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this Guarantee.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before.....

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.