

# **VOLUME I**

# **DIRECTORATE OF TOURISM**

(GOVERNMENT OF JHARKHAND)

# REQUEST FOR PROPOSAL (RFP) - CALL 2

**FOR** 

# SELECTION OF AN AGENCY FOR UNDERTAKING CAMPAIGNS FOR PROMOTION OF JHARKHAND TOURISM

Dated: 1st November, 2017

# **Directorate of Tourism**

Government of Jharkhand
MDI Building, 2<sup>nd</sup> Floor, HEC Campus, Dhurwa, Ranchi, Jharkhand
TEL NO: +91 651 2400493, Fax No: +91 651 2400492
E-MAIL: dirjharkhandtourism@gmail.com
Visit us on www.jharkhandtourism.gov.in

# **Table of Contents**

SECTION	1: INTRODUCTION				
1.1	Background				
1.2	Brief Description of Selection Process				
1.3	Schedule of Selection Process				
SECTION	2: INSTRUCTIONS TO BIDDERS	6			
2.1	Eligible Bidders	6			
2.2	Number of Proposals	10			
2.3	Proposal Preparation Cost				
2.4	Right to Accept any Proposal and to Reject any or all Proposals				
2.5	Conflict of Interest	10			
2.6	Clarifications	11			
2.7	Amendments to RFP	11			
2.8	Language and Currency	12			
2.9	Validity of Proposal	12			
2.10	Earnest Money Deposit	12			
2.11	Bidder's Responsibility	13			
2.12	Pre-Proposal Conference				
2.13	Format and Signing of Proposal				
2.14	Submission of Proposals.				
2.15	Proposal Due Date				
2.16	Late Proposals				
2.17	Modifications/ Substitution/ Withdrawal of Proposals	15			
2.18	Confidentiality				
2.19	Clarifications				
SECTION	3: EVALUATION OF PROPOSALS				
3.1	Opening and Evaluation of Proposal				
3.2	Tests of Responsiveness				
3.3	Evaluation of Experience of the Bidder				
3.4	Qualified Bidders				
3.5	Evaluation of Financial Proposals.				
3.6	Combined and final evaluation				
3.7	Selection of Bidder.				
3.8	Letter of Award (LOA) and Execution of Service Agreement				
3.9	Performance Security				
3.10	· · · · · · · · · · · · · · · · · · ·				
3.11	Fraud and Corrupt Practices				
	I 4: FORMATS FOR SUBMISSION OF PROPOSAL				
	endix – I – Letter of Proposal				
	endix – I (A) Format for Affidavit certifying that the Company/Promoter/s / Director/s of Co				
	lacklisted				
	endix – II- Details of Bidder				
	endix – III – Experience of the Bidder				
	Appendix – III – Experience of the Bidder				
	Appendix – IV – Format for Financial Capacity of the Bidder				
Appendix – IV – Format for Certificate from Statutory Auditor of the Bidder					
	Appendix – IVA – Format for Certificate from Statutory Auditor of the Bidder				
	Appendix – VI – Curriculum Vitae of Key Personnel				
	endix - VI - Curriculum Vitae of Rey Fersonner				
77000	AIGIA 🕴 II - I OLIHAI IOLI HAHOIAI I IODOSAI	/			

#### **SECTION 1: INTRODUCTION**

#### 1.1 Background

- 1.1.1 Directorate of Tourism (the "**DoT**"), Government of Jharkhand is continuously endeavoring to promote the state by participating in national and international trade fairs, publishing quality promotional materials, producing television commercials, undertaking theme campaigns, dissemination of tourism information and the like.
- 1.1.2 DoT now intends to select an Agency (the "Agency") who would assist DoT in undertaking various (minimum 10) Campaigns and promotional activities for Jharkhand Tourism for an initial period of 2 (two) years (the "Service"). The main objective is to create a strong brand identity, unique and sustainable position, universal awareness amongst the target tourists, comprehensive information on tourist's destinations etc.
- 1.1.3 The scope of services to be provided by the Agency is general and the list is not exhaustive i.e. does not mention the entire incidental services required to be carried out. The services shall be provided all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. The scope of services shall be governed by the provisions of the agreement (the "Service Agreement") to be entered into between the Agency and DoT which sets forth the detailed terms and conditions for grant of the right to the Agency (the "Right") and is enclosed as Volume 2 of this RFP. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. The scope of services shall be as stated in the Service Agreement.
- 1.1.4 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency set forth in the Service Agreements or DoT's rights to amend, alter, change, supplement or clarify the scope of work, the Right to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by DoT.
- 1.1.5 DoT shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP, the draft Service Agreement and any corrigenda/ addenda issued subsequent to this RFP (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by DoT, and all Proposals shall be prepared and submitted in accordance with such terms

# 1.2 Brief Description of Selection Process

DoT has adopted a single stage selection process (referred to as the "Selection Process") for identifying a suitable Agency. DoT invites eligible Bidders to submit their Proposals in hard copy to be delivered by Hand/ Courier/ Registered Post/ Speed Post at the Directorate of Tourism upto 22/11/2017 15:00 hours in accordance with the terms of this RFP document. Contact Information:

#### The Director

Directorate of Tourism

Government of Jharkhand

MDI Building, 2nd Floor, HEC Campus,

Dhurwa, Ranchi, Jharkhand

TEL NO: +91 651 2400493, Fax No.: +91 651 2400492

E-MAIL: dirjharkhandtourism@gmail.com

- 1.2.1 During this Bid Stage, Bidders are invited to carry out, at their cost, such studies as may be required for submitting their respective Proposals for award of the Right.
- 1.2.2 The Selection 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 Selection Process.

#### 1.3 Schedule of Selection Process

DoT shall endeavour to adhere to the following schedule:

Last date for receiving queries	09/11/2017 at upto 15:00 Hours
Pre-Proposal Conference date, time and	10/11/2017 15:00 Hrs at Directorate of
venue	Tourism, Government of Jharkhand, MDI
	Building, 2nd Floor, HEC Campus, Dhurwa,
	Ranchi, Jharkhand
DoT response to queries	11/11/2017
Last date for submission of Proposals ( the	22/11/2017 15:00 Hrs
"Proposal Due Date")	
Date, Place and time of opening of	22/11/2017 15:00 Hrs at Directorate of
Technical Proposal	Tourism, Government of Jharkhand, MDI
	Building, 2nd Floor, HEC Campus, Dhurwa,
	Ranchi, Jharkhand
Presentation on Technical Proposal	Will be intimated to the Eligible Bidders
Date, Place and time of opening of	Will be intimated to the Qualified Bidders
Financial Proposals	
Validity of Proposals	180 days from the Proposal Due Date

Letter of Award (LOA)	Within 30 days from the date of declaration of the Selected Bidder	
Signing of Service Agreement	Within 15 days from the date of acknowledgment of LOA by the Selected Bidder	
Earnest Money Deposit	Rs. 3,00,000/- (Rupees Three Lakhs Only)	

# Address for communication

# **The Director**

Directorate of Tourism Government of Jharkhand MDI Building, 2nd Floor, HEC Campus, Dhurwa, Ranchi, Jharkhand

TEL NO: +91 651 2400493, Fax No.: +91 651 2400492

E-MAIL: dirjharkhandtourism@gmail.com

#### **SECTION 2: INSTRUCTIONS TO BIDDERS**

# 2.1 Eligible Bidders

2.1.1 In order to participate in the Selection Process, the Bidders should be a single business entity (the "Single Business Entity"). The term Bidder used herein would apply to a Single Business Entity.

A Single Business Entity shall mean a company incorporated under Companies Act, 1956 and/ or the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008.

#### Note:

No Consortium or Joint Venture is allowed to participate in the Selection Process.

If the Bidder is:

- i. A company, the Bidder should furnish a copy of the Certificate of Incorporation, Memorandum of Association and Articles of Association as a proof of identity.
- ii. A Limited Liability Partnership firm, the Bidder should furnish copy of the registration certificate issued by the registrar of firms and Sales/ VAT registration/ Service tax registration/ GST registration as a proof of identity.
- iii. A registered partnership firm, the Bidder should furnish a copy of the registration certificate issued by the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity.
- 2.1.2 A Bidder is required to fulfill the criteria specified below. Any Bidder who does not meet the criteria set out below shall be disqualified.
  - A. The Bidder should have an office in Ranchi.

Note:

- 1. The Bidder is required to submit a copy of the latest telephone bill, ownership/ lease/ rental agreement or any other documentary proof evidencing the claim, as acceptable to the Authority.
- 2. In case Bidder has no office in Ranchi, it will be obligatory for the Bidder to fortnightly meet and appraise the developments to Directorate of Tourism, and should make available senior personnel on need basis, as and when requested by Directorate of Tourism.
- B. The Bidder should fulfill the following eligibility criteria (the "Technical Capacity"):

The Bidder should demonstrate having experience of undertaking Campaigns for the promotion of Tourism covering designing/production of creative, commercials for various

 $7 \mid P \text{ a g e}$ 

media (including print/TV, radio, online, outdoor, social media, internet marketing, blogs etc.) in at least 3 (three) different assignments wherein the value of each such assignment is at least **Rs. 1,00,00,000/-** (**Rupees One Crore Only**) in the last 3 (three) Financial Years preceding the Proposal Due Date (i.e. FY 2013-14, FY 2014-15 and FY 2015-16).

# Note:

- 1. Experience of parent/subsidiary/associate Company (ies) of the Bidder will not be considered for evaluation.
- 2. The Bidder is required to submit the following:
  - a. Details of the assignment in the format prescribed at Appendix- III.
  - b. Copy of the work order / executed agreement for undertaking the assignment and / or Copy of the completion / satisfactory certificate from the client, as a proof.
  - c. Copy of the Certificate from the Independent Auditor/ Statutory Auditor in the format prescribed at Appendix –III A certifying the details of the assignment.
- C. The Bidder should fulfill the following eligibility criteria (the "Financial Capacity"):

The Bidder should have a minimum Average Annual Turnover of **Rs. 100,00,00,000 (Rupees Hundred Crores only)** for the last three completed financial years (i.e. FY 2013-14, FY 2014-15 and FY 2015-16) from the services provided **towards conducting campaigns and related activities** covering designing/ production of creative, commercials for various media including print/TV, radio, online, outdoor, social media, internet marketing, etc.

#### **AND**

The Bidder should have received average fee of **Rs. 10,00,00,000/-** (**Rupees Ten Crores only**) from the services provided towards conducting tourism campaigns for Tourism Departments of State Governments in India/ Ministry of Tourism, GoI in the last three completed financial years (i.e. FY 2013-14, FY 2014-15 and 2015-16). This shall include fees received towards developing creative and media spends<sup>1</sup> and Events.

## Note:

1. Financial Capacity of parent/subsidiary/associate company (ies) of the Bidder will not be considered for evaluation.

- 2. The Bidder is required to submit the following:
  - a. Details of the Financial Capacity of the Bidder in the format prescribed at Appendix IV.
  - b. Copy of the audited Annual Reports for the 3 (three) Financial years preceding the Proposal Due Date (i.e FY 2013-14, FY 2014-15 and FY 2015-16).

Volume 1: Instruction to Bidders

-

<sup>&</sup>lt;sup>1</sup> Media spends shall include cost incurred towards buying media including print, TV, radio, online, outdoor, social media, internet marketing etc.

c. Copy of Certificate from the Independent Auditor/ Statutory Auditor in the format prescribed at Appendix –IV A certifying the Financial Capacity of the Bidder.

# 2.1.3 Key Personnel

The Bidder should make available the Creative, PR & IT Experts (the "**Key Personnel**") as Key Personnel at DoT's office and must fulfill the criteria specified below:

Key Personnel	Minimum Educational Qualification	Minimum Length of Experience similar to the Responsibility stated in this table	Experience	Responsibility
Creative	Should be a	5 years	Experience in	Designing various Creatives for
Expert	Graduate in Digital Arts & Designs / Fine Arts or		Creative designing similar to the Responsibility	various media such as Print, Radio, TV, Internet etc.
	equivalent		stated in this table.	
PR Expert	Should have a Bachelor's degree in marketing/adver tising/communic ations/ Journalism/ Mass-media or Business Administration or equivalent	5 years	Experience in marketing, PR related activities, advertising, media and promotional activities similar to the Responsibility stated in this table.	PR services for DoT Prepare an action plan for media round tables, media briefings, media field visits, one-on-ones meetings, events etc. with timeline that can be implementable.  Associating with prominent Tourist Associations, Tour Operators to introduce Jharkhand in Maximum Holiday Packages.  Advise DoT on media and press conference coverage to identify trends, gaps and opportunities of Jharkhand Tourism.  Media Planning & Scheduling, Media Buying-Liaising with Media Owners and getting best deals to DoT Defining and executing social media strategies. Cultivating new communities  Managing online communications on behalf of

Key Personnel	Minimum Educational Qualification	Minimum Length of Experience similar to the Responsibility stated in this table	Experience	Responsibility
				DoT using Facebook, MySpace,
				twitter, youtube and other social media,
				Provide relevant content daily while monitoring relevant updates.
IT Expert	Should be a B.E/B.Tech/ MCA/Graduate in Computer Science and applications or equivalent	3 years	Experience in managing web analytic tools and applications, software and application developments including apps and in activities similar to the Responsibility stated in this table.	Designing various Mobile Apps, Website Design and Management. Analyzing and publishing online data and making recommendation using the web analytics tools and applications, developing and executing the best practice analytics strategy and implementing new functionality as required to deliver analytics support

# Note:

- 1. The Key Personnel must be permanent employees of the Bidder.
- 2. A copy of the CV for all the above mentioned Key Personnel is required to be submitted in the format provided at **Appendix-VI**.
- 3. It may be noted that Proposals without necessary supporting documents could be treated as non-responsive.
- 4. If any Bidder/ Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for providing the Services is not fulfilled at any stage after signing of the Service Agreement, the Bidder and the Key Personnel shall be liable to be debarred for any future assignments of GoJ for a period of 5 (five) years. The award of this Service to the Bidder may also be liable to cancellation in such an event.
- 5. The Key Personnel shall work exclusively for the assignments allotted by the DoT.
- 6. The Key Personnel should have the requisite managerial/ support staff ("Support Personnel") to ensure timely completion of the Services within the specified time schedule.

- 2.1.4 Any Agency which has been barred by the Central Government/ any State Government or any entity controlled by them, from participating in any project/ provision of service and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.
- 2.1.5 A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project/provision of service or contract nor have had any contract terminated for breach by such Bidder.
- 2.1.6 The Bidder should submit a Power of Attorney as per the format enclosed as Appendix V, authorising the signatory of the proposal to commit the Bidder. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:
  - (a) by a partner or a duly authorized person holding the Power of Attorney, in case of a limited liability partnership; or a partnership firm; or
  - (b) by a duly authorized person holding the Power of Attorney, in case of a Company.

# 2.2 Number of Proposals

Each Bidder shall submit only one (1) Proposal, in response to this RFP. Any Bidder who submits or participates in more than one Proposal shall be disqualified.

# 2.3 Proposal Preparation Cost

The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the Selection Process. DoT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

# 2.4 Right to Accept any Proposal and to Reject any or all Proposals

- 2.4.1 DoT reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals at any time, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons thereof.
- 2.4.2 DoT reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of DoT to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DoT thereunder.

# 2.5 Conflict of Interest

2.5.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Services (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be

disqualified. In the event of disqualification, DoT shall forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation and damages payable to DoT for, inter alia, the time, cost and effort of DoT including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to DoT hereunder or otherwise.

- 2.5.2 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - a) a constituent of such Bidder is also a constituent of another Bidder; or
  - b) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
  - c) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Proposal of either or each of the other Bidder.

#### 2.6 Clarifications

2.6.1 Bidders requiring any clarification on the RFP may notify DoT in writing and e-mail to the address and by the last date provided in Clause 1.3. The subject line for communication must clearly bear the following:

Queries/ Request for Additional Information: RFP for "Selection of an Agency for undertaking Campaigns for Promotion of Jharkhand Tourism".

- 2.6.2 The responses will be uploaded in the Website by DoT without identifying the source of the enquiry by the date mentioned in Clause 1.3. However, DoT reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring DoT to respond to any question or to provide any clarification.
- 2.6.3 All clarifications and interpretations issued by DoT shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by DoT or its employees or representatives shall not in any way or manner be binding on DoT.

#### 2.7 Amendments to RFP

- 2.7.1 At any time prior to the Proposal Due Date, as indicated in Clause 1.3, DoT may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RFP by the issuance of Corrigenda/ Addenda in the Website. Any Corrigenda/ Addenda issued would be published in the Website and the same shall be binding on the Bidders.
- 2.7.2 In order to afford Bidders reasonable time to take the Corrigendum/ Addendum into account, or for any other reason, DoT may, at its discretion, extend the Proposal Due Date.

#### PREPARATION AND SUBMISSION OF PROPOSAL

# 2.8 Language and Currency

2.8.1 The Proposal and all related correspondence and documents shall be written in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation in English language. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

#### 2.9 Validity of Proposal

- 2.9.1 The Proposal shall be valid for a period not less than 180 (One Eighty and Twenty) days from the Proposal Due Date ("**Proposal Validity Period**"), in the format set out in Appendix 1. DoT reserves the right to reject any Proposal that does not meet this requirement.
- 2.9.2 Prior to expiry of the Proposal Validity Period, DoT may request the Bidders to extend the period of validity for a specified additional period.
- 2.9.3 The Selected Bidder shall, where required, extend the validity of the Proposal till the date of execution of the Service Agreement.

## 2.10 Earnest Money Deposit

- 2.10.1 The Bidder shall furnish an Earnest Money Deposit of Rs. 3,00,000/- (Rupees Three Lakhs Only) (the "Earnest Money Deposit" or "EMD") in the form of a Demand Draft issued by a Nationalized Bank or a Scheduled Bank in India, drawn in favour of "The Director, Directorate of Tourism, Jharkhand" payable at "Ranchi" along with bid documents. DoT shall not be liable to pay any interest on the EMD so made and the same shall be interest free.
  - The EMD amount shall remain valid for a period of 180 (Hundred and Eighty) days from the Proposal Due Date, or beyond any period of extension subsequently as determined by DoT from time to time. The Proposal shall be summarily rejected if it is not accompanied by the EMD.
- 2.10.2 The EMD shall be returned to the unsuccessful Bidders within a period of 12 (twelve) weeks from the date of selection of the Selected Bidder. The EMD submitted by the Selected Bidder shall be released upon furnishing of the Performance Security in the form and manner as stipulated in the Agreement.
- 2.10.3 The EMD shall be forfeited, if the Bidder:

- i. furnishes any information or document which is misleading or untrue in any material respect;
- ii. engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 3.9 of this RFP; and
- iii. If the Selected Bidder fails to provide the Performance Security and execute the Service Agreement with DoT within the stipulated time or any extension thereof provided by DoT.

# 2.11 Bidder's Responsibility

- 2.11.1 It shall be deemed that prior to the submission of Proposal, the Bidder has:
  - a) made a complete and careful examination of terms & conditions/requirements, and other information set forth in this RFP document;
  - b) received all such relevant information as it has requested from DoT; and
  - c) made a complete and careful examination of the various aspects of the Assignment.
- 2.11.2 DoT shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

#### 2.12 Pre-Proposal Conference

- 2.12.1 DoT may hold Pre-Proposal Conference as set out Clause 1.3. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder. Attendance of the Bidders at the Pre-Proposal Conference is not mandatory.
- 2.12.2 All correspondence / enquiries should be submitted to the following in writing by fax/registered post / courier to the address mention in Clause 1.3 above.
- 2.12.3 The responses to queries raised by the Bidders during the Pre-Proposal Conference will be uploaded on the Website without identifying the sources. DoT may, in its sole discretion or based on inputs provided by Bidders that it considers acceptable, amend the RFP. However, subsequent to the conference, DoT may not respond to queries from any Bidder who has not attended the Pre-Proposal Conference.

#### 2.13 Format and Signing of Proposal

- 2.13.1 Bidders would provide all the information as per this RFP in electronic mode in the specified format. DoT would evaluate only those Proposals that are received in the required format and complete in all respects. Incomplete and/or conditional Proposals shall be liable to rejection.
- 2.13.2 All the documents of the Proposal under this RFP shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The person signing the Proposal shall initial all

the alterations, omissions, additions, or any other amendments made to the Proposal. The Proposals must be properly signed by the Authorized Signatory and by a duly authorized person holding the Power of Attorney.

# 2.14 Submission of Proposals

2.14.1 Bids should be submitted in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at Directorate of Tourism office by the Proposal Due Date as indicated in Clause 1.3. The documents accompanying the Proposal(s) submission shall include:

# "Technical Proposal", consisting of the following:

- a. Letter of Proposal in the prescribed format at **Appendix I**;
- b. Details of Bidder in the prescribed format at **Appendix II**;
- c. Copy of the experience claimed by the Bidder in the prescribed format at **Appendix III**, along with supporting documents and a Certificate from Independent/Statutory Auditor in the prescribed format at **Appendix III A**;
- d. Average Annual Turnover (the "**Financial Capacity**") of the Bidder in the prescribed format at **Appendix IV**, along with Certificate from Independent /Statutory Auditor in the prescribed format at **Appendix IVA**;
- e. Power of Attorney for signing of Proposal in the prescribed format at **Appendix V**;
- f. Curriculum Vitae of the Key Personnel in the format at **Appendix VI**;
- g. Copy of the draft Service Agreement with each page initialled by the person signing the Proposal in pursuance of the Power of Attorney referred to in sub-clause (e) hereinabove.
- h. In case of a company, copy of the Certificate of Incorporation and Certificate of Commencement issued by the Registrar of Companies, Memorandum of Association and Articles of Association;
- i. In case of a Limited Liability Partnership firm, copy of the registration certificate, Sales/VAT registration/ Service tax registration/ GST registration as a proof of identity;
- j. In case of a registered partnership firm, it should furnish a copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity;
- k. Copy of ownership/ lease/ Rental Agreement, Telephone Bills and Electricity Bills as proof for office in Ranchi. In case Bidder has no office in Ranchi, it should give an undertaking to fortnightly meet and appraise the developments to Directorate of Tourism, and should make available senior personnel on need basis, as and when requested by Directorate of Tourism;
- 1. Copy of the Bidder's duly audited annual reports for the past 3 (three) Financial Years preceding the Proposal Due Date.

# "Financial Proposal", consisting the following:

The Financial Proposal in the prescribed format at **Appendix – VII** on the letter head of the Bidder and signed by the authorised signatory.

- 2.14.2 The Financial Proposal should specify the total amount of service fee (the "Service Fee") per annum exclusive of Goods and Services Tax (GST) required by the Agency for undertaking the Services. The Financial Proposal shall clearly indicate the total Service Fee per annum in both figures and words and should be signed by the Agency's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. The Service shall be awarded to the Agency seeking the lowest Service Fee.
- 2.14.3 Bidders may note that DoT will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders should have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Draft Service Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 2.14.4 DoT reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bidding Documents.

# 2.15 Proposal Due Date

- 2.15.1 Proposals should be submitted in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at Directorate of Tourism office by the Proposal Due Date as indicated in Clause 1.3, in the manner and form as detailed in this Document. Proposals submitted by either facsimile transmission or telex or e-mail will not be accepted.
- 2.15.2 DoT, at its sole discretion, may extend the Proposal Due Date by issuing a Corrigendum/ Addendum in accordance with Clause 2.7.2.

#### 2.16 Late Proposals

Bids submitted after the Due Date shall not be entertained. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

# 2.17 Modifications/ Substitution/ Withdrawal of Proposals

- 2.17.1 The Bidders will not be allowed to make any Modifications/ Substitution/ Withdrawal of Bids after submission of Bid.
- 2.17.2 Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period will not be allowed.

# 2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising DoT in relation to, or matters arising out of, or concerning the Selection Process. DoT will treat all information, submitted as part of the

Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. DoT may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DoT.

# 2.19 Clarifications

To assist in the process of evaluation of Proposals, DoT may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submissions made by the Bidder. The request for such clarification or substantiation and the response shall be in writing or by facsimile. No material change in the substance of the Proposal would be permitted by way of such clarification / substantiation. The responses will be uploaded in Website without identifying the source of queries.

#### **SECTION 3: EVALUATION OF PROPOSALS**

## 3.1 Opening and Evaluation of Proposal

- 3.1.1 DoT shall open the Proposals on the date specified in Clause 1.3, in the presence of the Bidders who choose to attend.
- 3.1.2 DoT will examine and evaluate the Proposals in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Proposals, DoT may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.
- 3.1.4 Any information contained in the Proposal shall not in any way be construed as binding on DoT, its agents, successors or assigns, but shall be binding against the Bidder if the Services are subsequently awarded to it under the Selection Process on the basis of such information.

# 3.2 Tests of Responsiveness

- 3.2.1 Prior to evaluation of Proposals, DoT will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
  - i. it is received by the Proposal Due Date including any extension thereof pursuant to clause 2.15.2;
  - ii. is received through hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery as stipulated in Clause 2.14;
  - iii. it is accompanied with the EMD amount as set out in Clause 2.10;
  - iv. it contains the information and documents as requested in the RFP;
  - v. it provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by DoT without communication with the Bidder). DoT reserves the right to determine whether the information has been provided in reasonable detail;
  - vi. it does not contain any condition or qualification; and
- vii. it is not non-responsive in terms hereof.
- 3.2.2 DoT reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DoT in respect of such Proposal.

# 3.3 Evaluation of Experience of the Bidder

3.3.1 All Bidders whose Proposals are found to be responsive as per Clause 3.2.1 and have fulfilled the qualification criteria specified in Clause 2.1 shall be ranked on the basis of the marks obtained in accordance with the parameters set out in the table below:

Sl No	Parameter	Evaluation Criteria	Maximum Marks
1	Experience of undertaking Campaigns for the promotion of Tourism as specified in Clause 2.1.2 (B) and the value of each such assignment is atleast Rs.1 Crore. The details should include:  • The objectives of the campaign  • The target audience  • The research and methodology that went into the development of the campaign;  • The resulting creative concept, including advertising, marketing, branding and/or other related efforts;  • Media strategy;  • The results of the campaign;  • How success was measured.	<ul> <li>3 (three) assignments = 10 marks.</li> <li>More than 3 (three) assignment = 5 marks for each assignment subject to the maximum of 10 marks</li> </ul>	20 marks
2	Average Annual Turnover of Rs. 100,00,00,000/- (Rupees Hundred Crores only) for the last three completed financial years (i.e. FY 2013-14, FY 2014-15 and FY 2015-16)	<ul> <li>Rs. 100 Crores = 5 marks.</li> <li>More than Rs. 100 Crores = 2.5 marks for each additional Rs. 10 (Ten) Crores subject to the maximum of 5 marks</li> </ul>	10 marks
3	The Bidder should have minimum Professional fees of Rs. 10,00,00,000/- (Rupees Ten Crores only) all put together from the services provided towards conducting tourism campaign for Tourism Departments/ Ministry of Tourism in the last three completed financial years (i.e.	<ul> <li>Rs.10 Crores = 5 marks.</li> <li>More than Rs.10 Crores = 2.5 marks for each additional Rs.2 (Two) Crores subject to the maximum of 5 marks</li> </ul>	10 marks

Sl No	Parameter	Evaluation Criteria	Maximum Marks
	FY 2013-14, FY 2014-15 and FY 2015-16)		
4	Key Personnel		30 marks
4. a	Creative Expert	• 5(Five) years of experience similar to the responsibilities for the position as stated in Clause 2.1.3 = 2 marks	10 marks
		• More than 5 (Five) years of experience = 1 mark for each additional year of experience similar to the responsibilities for the position as stated in Clause 2.1.3, subject to the maximum of 3 marks	
		• 1 (One) assignment of creative designing for the subjects similar to the responsibilities for the position as stated in Clause 2.1.3 = 2 marks	
		• More than 1 (One) assignment of creative designing for the subjects similar to the responsibilities for the position as stated in Clause 2.1.3 = 1 marks for each additional assignment subject to the maximum of 3 marks	
4.b	PR Expert	• 5 (Five) years of experience similar to the responsibilities for the position as stated in Clause 2.1.3 = 2 marks	10 marks
		• More than 5 (Five) years of experience = 1 mark for each additional year of experience similar to the responsibilities for the position as stated in Clause 2.1.3 subject to the maximum of 3 marks	
		■ 1 (One) assignment of marketing/PR/advertising & media related activities in subjects similar to the responsibilities for the position as stated in Clause 2.1.3 = 2 marks	

Sl No	Parameter	Evaluation Criteria	Maximum Marks
		■ More than 1 (One) assignment of marketing/PR/advertising & media related activities in subjects similar to the responsibilities for the position as stated in Clause 2.1.3 = 1 marks for each additional assignment in subjects similar to the responsibilities for the position as stated in Clause 2.1.3, subject to the maximum of 3 marks	
4.c	IT Expert	<ul> <li>3 (Three) years of experience similar to the responsibilities for the position as stated in Clause 2.1.3 = 2 marks</li> <li>More than 3 years of experience = 1 mark for each additional year of experience similar to the responsibilities for the position as stated in Clause 2.1.3 subject to the maximum of 3 marks</li> <li>1 (One) assignment in managing web analytic tools and applications, software and application</li> </ul>	10 marks
		developments including apps in subjects similar to the responsibilities for the position as stated in Clause 2.1.3 = 2 marks  More than 1 (One) assignment of in managing web analytic tools and applications, software and application developments including apps in subjects similar to the responsibilities for the position as stated in Clause 2.1.3 = 1 marks for each additional assignment subject to the maximum of 3 marks	

Sl No	Parameter	Evaluation Criteria	Maximum Marks
5.	Technical Presentation		30 marks
	Approach and Methodology - adequacy and quality of the proposed methodology and work plan in responding to the Scope of Services.  Demonstration on the proposed Tourism Promotion Strategy and the technical presentation to the committee.  DoT will assess whether the proposed approach and methodology, tourism promotion strategy and the work plan is realistic and implementable.  For presentation, Agencies whosoever shall qualify technical and financial capacity criteria of the RFP document shall be informed electronically in writing regarding the date of presentation.  Note: The Presentation shall be presented directly before the Technical Evaluation Committee. The date of Presentation will be intimated to the Eligible bidders as per Clause 2.1 of this RFP, by the Authority.	Presentation to focus on subject as set out below:  • Understanding of Scope of work  • Experience of undertaking Campaigns  > The objectives of the campaign;  > The target audience;  > The research and methodology that went into the development of the campaign;  > The resulting creative concept, including advertising, marketing, branding and/or other related efforts;  > Media strategy;  > The results of the campaign;  > How success was measured.  • Tourism Promotion Strategy & Planning — Print, Digital & Social media  • Content Marketing & it's Promotion Strategy and Plan  • Roadmap for Jharkhand Tourism	30 marks

# 3.4 Qualified Bidders

# 3.4.1 The Proposals of the Bidders:

i. which are found to be in conformance with the criteria specified at Clause 2.1;

- ii. which has been awarded at least minimum cut off marks provided for each of the parameters set out in the table above; and
- iii. which has been awarded a total of at least 70 marks out of 100.

shall be considered as qualified bidders ("Qualified Bidders") and qualified for opening of the Financial Proposal.

- 3.4.2 The total marks awarded to the Qualified Bidder as per Clause 3.3 and Clause 3.4 of the RFP shall be the Technical Score ( $S_T$ ) of the Bidder.
- 3.4.3 The Financial Proposals of only the Qualified Bidders shall be considered for further evaluation

# 3.5 Evaluation of Financial Proposals

- 3.5.1 The Financial Proposals of only the Qualified Bidders shall be opened in the presence of the Bidder's representatives who choose to attend on the date and time intimated to the Qualified Bidders in the presence of the Bidder's representatives who choose to attend. The name of the Bidder, the Technical scores, and the proposed financial offer shall be read aloud and recorded.
- 3.5.2 The financial evaluation will be carried out as per this Clause 3.5. Each Financial Proposal will be assigned a financial score ( $S_F$ ).
- 3.5.3 For financial evaluation, the total Service Fee exclusive of Goods and Services Tax (GST) per annum indicated in the Financial Proposal will be considered.
- 3.5.4 DoT will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any services shall not entitle the selected Agency to be compensated and the liability to fulfill its obligations as per the scope of services mentioned in Clause 1.1.3 of this RFP is within the total quoted Service Fee shall be that of the Agency. The lowest Financial Proposal (F<sub>M</sub>) will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \text{ x } F_M/F$$
  
(F = amount of Financial Proposal)

## 3.6 Combined and final evaluation

3.6.1 Proposals will finally be ranked according to their combined technical  $(S_T)$  and financial  $(S_F)$  scores as follows:

$$S = S_T \times TW + S_F \times FW$$

Where S is the combined score, and TW = 0.8 and FW = 0.2 and are the weights assigned to the Technical Score and the Financial Score respectively.

#### 3.7 Selection of Bidder

- 3.7.1 The Bidders shall be ranked in descending order and the Bidder scoring the highest combined score shall be ranked first. The Bidder scoring the highest combined score shall be declared as Selected Bidder.
- 3.7.2 In the event that the first ranked Bidder withdraws its Proposal or is not selected for any reason in the first instance, DoT may invite the second ranked Bidder for negotiations.
- 3.7.3 In the event that two or more Bidders obtain the same combined score, (the "**Tie Bidders**"), the Bidder quoting the lowest Service Fee shall be the Selected Bidder.

# 3.8 Letter of Award (LOA) and Execution of Service Agreement

- 3.8.1 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by DoT to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, DoT may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.8.2 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Service Agreement within the period of 15 (fifteen) days from the date of acknowledgment of LOA by the Selected Bidder. The Selected Bidder shall not be entitled to seek any deviation in the Service Agreement.

# 3.9 Performance Security

- 3.9.1 The Selected Bidder shall, on or before the execution of Service Agreement furnish a performance security for an amount equal to 5% (Five percent) of the Service Fee quoted by the Selected Agency to DoT (the "**Performance Security**") by way of an irrevocable Bank Guarantee issued by a Nationalised Bank or a Scheduled Bank in India in favour of "The Director, Directorate of Tourism, Jharkhand" payable at "Ranchi".
- 3.9.2 Failure of the Selected Agency to furnish the Performance Security as provided in Clause 3.9.1 or enter into Service Agreement with DoT as provided in Clause 3.8.2 would constitute sufficient grounds for the annulment of LoA. In such event, DoT reserves the right to
  - a. forfeit the Earnest Money Deposit amount of the Selected Agency, and
  - b. either invite the Agency with the next best offer for negotiations, or

c. take any such measure as may be deemed fit in the sole discretion of DoT, including annulment of the Selection Process.

#### 3.10 Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time DoT makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties shall not make attempts to establish unsolicited and unauthorised contact by any means with DoT and/ or their employees/ representatives on matters related to the Proposals under consideration after opening of the Proposals and prior to notification of the Award. If any attempt by the Bidder causing extraneous pressure on DoT shall be sufficient reason to disqualify the Bidder.

## 3.11 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, DoT shall reject a Proposal 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 (collectively the "**Prohibited Practices**") in the Selection Process. DoT, GoJ may also, in its sole discretion, debar the Bidder (including its Associates) in participating in any of the bidding/ tender processes in the state for any time period determined by it.

#### **SECTION 4: FORMATS FOR SUBMISSION OF PROPOSAL**

#### Appendix – I – Letter of Proposal

(On the letterhead of the Bidder)

Dated:

To
The Director
Directorate of Tourism
Government of Jharkhand
MDI Building, 2nd Floor, HEC Campus,
Dhurwa, Ranchi, Jharkhand

Dear Sir,

# Sub: Proposal for "Selection of an Agency for undertaking Campaigns for Promotion of Jharkhand Tourism"

- 1 With reference to your RFP document dated \*\*\*\*\*, I/We, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Service. The Proposal is unconditional and unqualified.
- 2 All information provided in the Proposal and in the Appendices is true and correct.
- 3 I/ We shall make available to DoT any additional information it may find necessary or require to supplement or authenticate the Bid.
- 4 I/ We acknowledge the right of DoT to reject our Proposal without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
- I/ We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to bid for the Services, without incurring any liability to the Bidders, in accordance with Clause 2.4 of the RFP document.
- 6 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 DoT in connection with the selection of the Bidder, or in connection with the Selection Process itself, in respect of the above mentioned activities and the terms and implementation thereof.
- 7 In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 8 I/ We offer a EMD of Rs.3,00,000/- (Rupees Three Lakhs Only) to DoT in accordance with the RFP Document.
- 9 I/ We agree and understand that the Proposal 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 activities/ Right is not awarded to me/us or our Proposal is not opened.
- 10 I/ We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Proposal Due Date specified in the RFP.
- 11 I/ We agree and undertake that the authorised signatory in Appendix- II shall represent the company in all matters pertaining to the Selection Process. No third person, consultant, agency

shall represent the company in all matters pertaining to the Selection Process.

- 12 I/ We agree and undertake to abide by all the terms and conditions of the Bidding Document.
- 13 I/ We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been barred/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.
- 14 I/ We agree and undertake to abide by all the terms and conditions of the Bidding Document.
- 15 [I/ We do not have an office in Ranchi. However, in case we are selected for providing the Services, we agree to fortnightly meet and appraise the developments to Directorate of Tourism, and will make available senior personnel on need basis, as and when requested by Directorate of Tourism.]<sup>1</sup>

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

	Yours faithfully,
Date:	(Signature of the Authorised signatory)
Dlaga	(Name and designation of the of the Authorized signature)
Place:	(Name and designation of the of the Authorised signatory)
	Name and seal of Bidder

<sup>&</sup>lt;sup>1</sup> Retain this only if the Bidder has no office in Ranchi

# Appendix – I (A) Format for Affidavit certifying that the Company/Promoter/s / Director/s of Company are not blacklisted

(On a Stamp Paper of relevant value)

# **Anti-Blacklisting Affidavit**

I, M/s
We further confirm that we are aware that our Proposal for the Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.
Dated this
Name of the Bidder
Signature of the Authorised person
Name of the Authorised Person

# Appendix – II- Details of Bidder

(On the letterhead of the Bidder)

- 1. (a) Name:
  - (b) Place of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
- 2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities for providing the Service
- 3. Details of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:

#### Note:

The Bidder must submit the following document to establish the legal status along with this Form:

- In case of a company, a copy of the Certificate of Incorporation and Certificate of Commencement issued by the Registrar of Companies, Memorandum and Articles of Association of the Bidder.
- b. In case of a Limited Liability Partnership firm, it should furnish copy of the registration certificate, copy of Sales/ VAT registration/ Service tax registration/ GST registration as a proof of identity.
- c. In case of a registered partnership firm, it should furnish a copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity.
- d. Copy of ownership/ lease/ Rental Agreement, latest telephone bill as proof for office in Ranchi. In case Bidder has no office in Ranchi, it should give an undertaking to fortnightly meet and appraise the developments to Directorate of Tourism, and should make available senior personnel on need basis, as and when requested by Directorate of Tourism, and
- e. Copy of the Bidder's duly audited financial Statement for the last 3 (three) Financial Years (FY 2015-16, FY 2014-15 & FY 2013-14) preceding the Proposal Due Date.

# Appendix – III – Experience of the Bidder

(On the letterhead of the Bidder) (Refer Clause 2.1.2 (B) of the RFP)

Name of the Assignment	
Name of the Client	
Address of the Client and contact details	
value of the Assignment (in Rs)	
Details of promotional activities undertaken	
in the Assignment	
Date of commencement of Service	
Date of completion of Service	

# Appendix – IIIA – Format for Certificate from Independent/Statutory Auditor of the Bidder

• •	•	
D	(On the Letterhead of Independent/Statutory Auditor	•)
Date:	TO WHOMSOEVER IT MAY CONCERN	
We have verified t	he relevant statutory and other records of M/s	[Name of the
Bidder], and certify	the following activities have been undertaken by	[Name of the
<i>Bidder</i> ]. The details in the table below:	of the client, tenure of the assignment and value of each ass	signment are specified

S. No	Name of	Name of Client	Address of	Tenure of	Value of
	Assignment		Client	Contract/Services	Assignment
				(with	(in Rs)
				commencement	
				and completion	
				dates)	
1.					
2.					
3.					

This certificate is being issued to be produced before Directorate of Tourism, Government of Jharkhand (DoT), for the "Selection of an Agency for undertaking Campaigns for Promotion of Jharkhand Tourism"

Signature and Seal of the Statutory Auditor clearly indicating his/her membership number

# Appendix – IV – Format for Financial Capacity of the Bidder

(On the letterhead of the Bidder) (Refer to Clauses 2.1.2 (C) of the RFP)

	Turnover (in Rs.)				
Bidder Type	2015-2016	2014-2015	2013-14	Average	
Company/ Limited Liability Partnership Firm/ Registered Partnership Firm					

Bidder Type	Fee received from services provided towards conducting tourism campaigns for Tourism Departments of State Governments in India/Ministry of Tourism (in Rs.)				
J.	2015-2016	2014-2015	2013-14	Average	
Company/ Limited Liability Partnership Firm/ Registered Partnership Firm					

#### **Instructions:**

- 1. A Bidder of the respective legal status should fill in details in the respective row.
- 2. The Bidder should provide details of its own Financial Capacity.
- 3. Along with the above format and information, the Bidders for demonstrating the Financial Capacity should furnish the following:
  - Copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- 4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
- 5. The Bidder shall provide an Independent/ Statutory Auditor's certificate in the format at Appendix IVA.

# Appendix – IVA – Format for Certificate from Statutory Auditor of the Bidder

Date:

We have verified the relevant statutory and other records of M/s \_\_\_\_\_\_\_ [Name of the Bidder], and certify that the Turnover of \_\_\_\_\_\_\_ [Name of the Bidder] is as follows

Year 1 (2013-2014) = Rs \_\_\_\_\_ Crores (Rupees \_\_\_\_\_ Crores)
Year 2 (2014-2015) = Rs \_\_\_\_ Crores (Rupees \_\_\_\_ Crores)
Year 3 (2015-2016) = Rs \_\_\_\_ Crores (Rupees \_\_\_\_ Crores)

We also, certify that the fees received from services provided towards conducting tourism campaigns for Tourism Departments of State Governments in India/ Ministry of Tourism by \_\_\_\_\_ [Name of the Bidder] is as follows:

Year 1 (2013-2014)= Rs \_\_\_\_ Crores (Rupees \_\_\_\_ Crores)

Year 2 (2014-2015)= Rs \_\_\_\_ Crores (Rupees \_\_\_\_ Crores)
Year 3 (2015-2016)= Rs \_\_\_\_ Crores (Rupees \_\_\_\_ Crores)
Year 3 (2015-2016)= Rs \_\_\_\_ Crores (Rupees \_\_\_\_ Crores)

This certificate is being issued to be produced before Directorate of Tourism, Government of Jharkhand (DoT), for the "Selection of an Agency for Undertaking Campaigns Promotion of Jharkhand Tourism"

Signature and Seal and registration number of Independent / Statutory Auditor

# Appendix -V- Format for Power of Attorney for Signing of Proposal

(On Stamp paper of relevant value)

Know all men by these presents, We,	(name of the firm and address of
the registered office) do hereby irrevocably constitute, nomin	
(Name), son/daughter/wife of	
, who is [presently employed v	with us and holding the position of
], as our true and lawful atto	
"Attorney") to do in our name and on our behalf, all such acts	s, deeds and things as are necessary or
required in connection with or incidental to submission of o	our Proposal for the "Selection of an
Agency for undertaking Campaigns and Promotion of Jh	arkhand Tourism", proposed by the
Directorate of Tourism, Government of Jharkhand (the "DoT	") including but not limited to signing
and submission of all proposals, bids and other documents an	nd writings, participate in Bidders' and
other conferences and providing information / responses to Do	T, representing us in all matters before
DoT, signing and execution of all contracts including the S	Service Agreement and undertakings
consequent to acceptance of our Proposal, and generally dealing	g DoT in all matters in connection with
or relating to or arising out of our Proposal and/or upon awar	d thereof to us and/or till the entering
into of the Service Agreement with DoT.	
AND we hereby agree to ratify and confirm and do hereby a	ratify and confirm all acts, deeds and
things lawfully done or caused to be done by our said Attorn	ney pursuant to and in exercise of the
powers conferred by this Power of Attorney and that all acts	
Attorney in exercise of the powers hereby conferred shall and	shall always be deemed to have been
done by us.	
IN WITNESS WHEREOF WE,,	
HAVE EXECUTED THIS POWER OF ATTORNEY ON THI	IS, DAY OF,
20**.	
	For
	(Signature)
	(Name, Title and Address)
Witnesses:	
1	
2	
Accepted	[Notarised]
(Signature)	
(Name, Title and Address of	
the Attorney)	
the Attorney)	
Notos	
Notes:	
<ul> <li>Income do not execution at the Power at Attorney should</li> </ul>	11 • 1 • 1 1
if any, laid down by the applicable law and the chara	be in accordance with the procedure,

- when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

# Appendix – VI – Curriculum Vitae of Key Personnel

(Refer to Clauses 2.1.2 (d) of the RFP)

Sl No	Proposed Position					
1.	Name of Personnel					
2.	Date of Birth					
3.	Nationality					
4.	Educational Qualifications					
5.	Employment Record: (Starting with present					
	position, list in reverse order every employment held.)					
6.	List of assignments on which the Personnel has					
	worked (details of the name of assignment and					
	Description of responsibilities)					
	(The assignments submitted by the Key Personnel					
	should specify the experience details as mentioned					
	in clause 2.1.2(d) of the RFP Document)					
7.	٤					
	duration for which services are required for the					
	current assignment.					
Certific	cation:					
	m permanent employee of	(name of the firm and address of the				
_	gistered office)					
	am willing to work on the Consultancy and I will	be available for entire duration of the				
Co	onsultancy as required.					
2 1						
	3. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes					
my	rself, my qualifications and my experience.					
Dat	e.					
Plac	ce: (Sign	nature and name of the Key Personnel)				
1 140	(0.5.					
	(Signature and name of the a	uthorised signatory of the Bidder)				
Notes:						
1 Hac	separate form for each Key Personnel					
1. 056	separate form for each Key Fersonner					

**Volume 1: Instruction to Bidders** 

2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Bidder along with the seal of the firm. Photocopies will not be considered for evaluation.

# **Appendix- VII- Format for Financial Proposal**

(On the Letter head of the Bidder)

Date	:
Direc Gove MDI	Director ctorate of Tourism crnment of Jharkhand Building, 2nd Floor, HEC Campus, wa, Ranchi, Jharkhand
Dear	Sir,
	Proposal for "Selection of an Agency for undertaking Campaigns for Promotion of Jharkhand Tourism"
1.	We are pleased to quote our fixed Services Fee of Rs (Rupees Only) (The "Service Fee") per annum for the above mentioned Assignment. The Service Fee is exclusive of Goods and Services Tax (GST).
2.	I/ We confirm and agree that we have reviewed all the terms and conditions of the Request for Proposal including the Draft Service Agreement and conform that we would abide by all the terms and conditions. We hereby declare that there shall be no deviations from the stated terms in the RFP.
3.	I/ we agree that my/our Financial Proposal shall remain valid for a period of 180 (One hundred and Eighty) days from the Proposal Due Date prescribed for submission of Proposal.
4.	I / we confirm that our Financial Proposal is unconditional and that we accept all terms and conditions specified in the RFP.
5.	I / we agree to be bound by this offer if we are the Selected Agency for the said Assignment.
6.	We further certify that we shall follow the Scope of Services, without any deviations, enumerated in this RFP, if the Assignment is awarded to us.
Since	erely,
Nam	e of the Bidder
Signa	ature of the Authorised Person
Nam	e of the Authorized Person

#### Note:

- i. The Bidder while quoting the total Service Fee per annum should take into consideration the following expenses:
  - a. Cost and all expenses that would be incurred for provision of all the Services enumerated in Clause 1.1.3 of the RFP Document.
  - b. Cost of communication and travel, boarding, lodging and out-of-pocket expenses within Jharkhand. However, in case the Selected Bidder is required to do any travel outside Jharkhand but within India, it shall do so in consultation and approval of DoT and the cost towards the same shall be reimbursed by DoT as set out below:

Designation of the employee in the Agency	Model of Travel	Hotel Rentals including bed and breakfast on actuals	Fixed Local Transport Charge per day	Fixed per Diem			
Domestic travel	Domestic travel with in India						
Key personnel	Air: Economy class by shortest distance	3 start or equivalent	For Metro Cities Rs.1,000 For other Cities: Rs.850	For Metro Cities: Rs.850 For Other Cities Rs.600			

- ✓ The per diem would be paid on per day basis, where 1 day shall be considered as 24 hours from start of travel from Ranchi
- ✓ The per diem shall include all other costs such as snacks, food, tips, etc. which shall not be reimbursed separately
- ✓ Metro cities are NCR Delhi, Mumbai, Chennai and Kolkata.
- c. Cost for Internet usage, sending mails, phone calls, follow ups, visit to various tour agents or any other such Person in the performance of the Services.

The total Service Fee per annum should be exclusive of applicable Goods and Services tax.

ii. The Service Fee is exclusive of cost incurred by the selected vendor towards advertisement, printing of creative & design services, PR services and social media services. Such cost incurred by the selected vendor shall be paid by DoT to the Agency on actuals as per the prevailing rates notified by Government of Jharkhand/Ministry of Information & Broadcasting, Directorate of Advertising and Visual Publicity from time to time.