

EXPRESSION OF INTEREST (EOI)
For the Selection of Marketing and Brand Development Agency on Retainer basis

INDEX

Sr.No.	Title	Page No.
1	EOI Notice	2
2	Key Events and Dates	3
3	Pre- Qualification Application form	4
4	Scope of Work	5-6
5	Pre-qualification criteria	6
6	Procedure for Selection	7
7	Evaluation Criteria	7-8
8	Bidding Process	9
9	General Conditions of Tender & Contract .	10-12
10	Declarations By Tenders	13
11	Agreement Format	14-20
12	Format for Pre-Bid Queries	21

1. SHORT TENDER NOTICE

Directorate of Tourism, Govt. of Maharashtra
EOI for Selection of Marketing and Brand Development Agency on Retainer basis

1. Ref.No. DOT/Pub/EOI/06/2022

Dated- 9/12/2022

Directorate of Tourism, the flagship body of Maharashtra Tourism, looks after implementing and introducing various tourism schemes, promotions and publicity to boost tourism in the state. Maharashtra Tourism is looking for well established, professional agencies to partner with it in its various marketing and promotional activities so as to strengthen Maharashtra Tourism promotion and positioning the state as the most promising destination at national and international level.

Objectives: Since Tourism is one of Maharashtra's key engine of economic growth, the Agency should be able to assist Maharashtra Tourism Department to maintain the brand equity of the state and ensure that it can overcome competition from national and international destinations. It will require Agencies with tourism domain expertise, creative competency, overseas exposure and qualified & experienced manpower to handle the various aspects of tourism branding and advertising ranging from research to marketing strategies, from creative content development to social media management.

Directorate of Tourism, (DOT) Govt. of Maharashtra invites Expressions of Interest (EOI) from reputed Marketing and Brand Development companies/ agencies (INS accredited) with at least 10 years of experience with a proven track record on major national/ international campaigns in Tourism and Hospitality Industry for complete integrated 360° solutions – market and target analysis, brand positioning, marketing strategy, product development, creative and media planning.

Cost of EOI: Rs. 2000/- by way of online mahatenders payment system (Non-Refundable)

EMD: Rs. 5,00,000/- by way of online mahatenders payment system

EOI should be submitted by interested parties to the Asst. Director (Publicity & PR), Directorate of Tourism, Govt. of Maharashtra, 156/157, Nariman Bhavan, 15th Floor, Nariman Point, Mumbai-400 021.

Director
Directorate of Tourism,
Govt. of Maharashtra

2. Key Events and Dates

The summary of various activities with regard to this invitation of bids are listed in the table below:

Sr. No.	Particular	Details
1.	Advertising Date	9/12/2022
2.	Name of the project	EOI for Selection of Marketing and Brand Development Agency on Retainer basis
3.	Project Period	Two Years + one year extendable
4.	Bid Procedure	Two Parts (Technical and Financial bid),
5.	EOI Document Download Start Date & Time	From 09/12/2022 at 15:00 HRS (IST)
6.	Website for downloading Tender Document, Corrigendum's, Addendums etc.	https://mahatenders.gov.in
7.	Last Date for submitting pre-bid queries as per the format given for Pre-bid queries to be submitted only over email to asdtourism.pub-mh@gov.in	15/12/2022 till 13.00 HRS
8.	Last date (deadline) for Submission of bids	20/12/2022 till 14:00 HRS
9.	Date and time of opening of Technical bids	21/12/2022 after 13:00 HRS
10.	Cost of Tender Document	INR 2000/-
11.	Earnest Money Deposit ** Provision for EMD exemption is possible under MSME registered agencies. Kindly submit proof of documents in technical bid	INR 5,00,000/-
12.	Declaration of Successful bidder and release of work order	To be informed later.
13.	Detail of the contact person and Address at which sealed bids are to be submitted	Office of The Director Directorate of Tourism. 156/157, 15H FLOOR, NARIMAN BHAVAN, OPP. NCPA, NARIMAN POINT, MUMBAI -400 021 E-mail: asdtourism.pub-mh@gov.in

3. PRE- QUALIFICATION APPLICATION FORM

Sub: Tender for " Selection of Marketing and Brand Development Agency on Retainer basis" for Directorate of Tourism, Govt. of Maharashtra (Year 2022-2024)

Note: The relevant information sought in Performa below may be mentioned in short against the points here only. Detailed documents/certificates etc may be enclosed and flagged)

1.Name &Address of the Firm (Tel/Fax/email details):

1. Date of Establishment (enclose evidence) :

2. Branches (encloses details with address & telephone no.) :

3. Is your firm a proprietorship, partnership or registered under the Companies Act. Please give details & enclose Certificate :

4. Accreditation detail of INS, (Enclose certificate) :

5. Accreditation/Registration detail of DAVP/DGIPR, Registrar of newspapers, TV Channels & AIR. :

6. Details of Income Tax Registration. Enclose IT Clearance / PAN details :

7. Goods and Services Tax Registration details :

8. Professional set up (Complete details of machinery, staff, editorial : staff, designers others)Enclose list.

9. List of present clients & sample of recently done: (list no. of present clients here) works(enclose copies):

10.Experience in the promotion of TourismDestinations along with samples (enclose copies)

11. Details of Turnover during last 3 years. Balance : (mention last year's turnover in crores here)Sheet, Profit & Loss accounts duly verified by C.A. (enclosed attested copies)

12.Any other information :

This is to certify that I have understood the provisions of tender document and all theinformation given by me in tender document is true to the best of my knowledge

Signature of Tenderer

4. The Agency's services shall be broadly classified as under (Scope of Work):

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

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

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

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

1. The Scope of Services:

Promotion of Maharashtra Tourism

- Facilitate DoT in strengthening Maharashtra Tourism promotion and positioning of Maharashtra as the most promising destinations at national and international level.
- Providing a Creative Vision for a period of two years (plus 1 year extendable based on performance review), which will align with and take “Maharashtra Tourism” into the future in both Domestic and International markets.
- Formulating and implementing a Creative/ Brand Positioning Strategy for the international and domestic markets for two years, i.e. 2022-23 and 2023-24. The Creative Strategy would subsequently align with the Media Strategy of the Maharashtra Tourism.
- To develop a Product Portfolio of Maharashtra Tourism and map the key source markets and classify them – domestic and international
- To identify different traveler segments – domestic and international and develop traveler segmentation
- Develop marketing & branding strategy to promote Maharashtra tourism through creatives (Print Creatives, TVCs, Outdoor Media Creatives). The Agency should ensure brand image and creative continuity across multiple markets in trade activations and media campaigns to ensure integrated messaging and cost synergies
- Preparing and maintaining an inventory of Images and Creatives of Maharashtra Tourism.

Creatives and Design Services

- Promote Destination Maharashtra in both Domestic and International markets through designing and production of high quality creatives namely Print Creatives, TVCs and Outdoor Media Creatives during the two-year period, i.e.2022-23, and 2023-24 on themes / subjects to be decided in consultation with the Maharashtra Tourism.
- Developing of creatives which will mainly include Print Ads (theme campaigns), TVCs and Films and execution/ production of the same. The creatives will be in primarily be in Marathi and English languages (translation of the same to other national and international languages if required)
- Assist DoT in advertising the same in coordination with the identified vendors through print

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

Media Planning

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

5. Pre-qualification Criteria:

- a) Agency/Firm should be a single business entity having GST registration, with a standing of minimum 5 years (Copy of GST Registration certificate and Certificate of incorporation countersigned by CA to be attached)
- b) Should have an average annual turnover of minimum Rs. 30 crores from Marketing and Advertising activities in last 3 Financial Years (2019-20, 2020-21, 2021-22). (Certificate from Statutory Auditor for the Turnover for each year to be attached)
- c) Should have at least Rs. 3 crores worth of billing from one client in the travel, tourism and hospitality sector in any of the last 3 Financial Years. (Copies of Work Orders/Estimate Approvals/Release Orders from the client to the Agency proving this amount to be attached)
- d) Should have at least one national client/brand, which has released campaigns in at least 5 foreign countries in the client portfolio. (Copies of bills from accredited media including print, TV, radio to the agency for release in at least 5 states in India to be attached)
- e) Should depute 2 personal in the Directorate of Tourism, Mumbai

6. Procedure for Selection:

- All the proposals received will be scrutinized to assess their eligibility based on the qualifying criteria. Those proposals which do not meet the qualifying criteria will be rejected, forthwith, or at any stage of detection.
- DOT will finalize Agency on basis the infrastructure and team assessment. This assessment will be done by the DOT management team. Decision taken will be at the sole discretion of DOT.
- Shortlisted agencies shall be requested to make a presentation on some of their recent creative done by their team, for media, and their creative strategy for promotion of tourism destination in Maharashtra for domestic and international market.

7. Evaluation Criteria

Criteria for evaluation of Creative presentations (to be filled by the department after the presentations of pre-qualified agencies)

S.No.	Component	Maximum Marks	Awarded Marks
1	Agency's Average Annual Turnover for 3 years 30 to < 40 crores - 5 marks 40 to 50 crores - 10 marks Above 50 crores - 15 marks	15	
2	Agency's experience in providing Branding and Creative Services to a Tourism Destination client for at least one 3-year term or more since 2010. (For State /National Tourism boards/ Hospitality Clients) for one period of 3 years – 5 marks (for each additional 3-year period 5 marks upto max. 15 marks)	15	-
3	Agency's experience in conceptualizing and producing Major Campaigns with Print and TV advertisements for Tourism Destination clients (during 2016-17, 2017-18 & 2018-19). (For State /National Tourism boards/ Hospitality Clients) for one such Campaign (Print - 3 Ads. TVC - 30 seconds or more) - 5 marks (for each additional TVC 5 marks upto max. 15 marks)	15	-
4	Agency's experience in conceptualizing and producing Creatives for a Tourism Destination to overcome a big crisis (Financial Meltdown, Natural Disaster, Epidemic..) since 2010.	10	-

	for one crisis management/overcoming campaign for tourism destination client - 4 marks (for each additional campaign 4 marks up to max. 10 marks)		
5	<p>Agency's excellence in crafting Brand Marketing Plan for Tourism Destinations in the last 5 years (2016-2019)</p> <p>For State /National Tourism boards/ Hospitality Clients</p> <p>Plan should include multi media campaigns, media strategy and implementation, B2B Marketing activities and innovation.</p>	10	-
6	<p>Technical Presentation - Agency's understanding of Destination Maharashtra</p> <p>For State /National Tourism boards/ Hospitality Clients</p> <p>Research and strategic understanding of Maharashtra as a Destination Brand - 20 marks (maximum)</p> <p>Strategic Approach for Maharashtra Tourism 8 marks (maximum)</p> <p>Creative approach and treatment for the Brands - 7 marks (maximum)</p>	35	-
	Total maximum marks	100	-

Note-

- a. The Agencies will need to provide Supporting Documents (as per Point No 5) for each of the Evaluation Criteria mentioned below
- b. The Bidder should not be blacklisted by any Government Department, Organization, Corporation, or any other body.
- c. It is advised that a Senior Team Member from the Pre-Qualified Bidder's Organization to remain present for making the Technical Presentation to the Committee. Further the presentation should be concise and should not exceed more than 20 minutes (~40 slides).
- d. For all the submitted projects, documentary evidence to substantiate the scope of work, duration, Fee in the form of Work Order, Agreement, Completion Certificate from the client is mandatory.
- e. Successful bidder will be required to provide at least 2 senior-level, qualified and experienced personnel. The 2 personnel will work have to be placed at the Head Office of Directorate of Tourism, Government of Maharashtra at Mumbai and should have a sound knowledge of Maharashtra. The CVs of the relevant personnel giving their profile shall be submitted.

8. Bidding Process:

Maharashtra Tourism has adopted a Two-Stage, bidding process (collectively referred to as the "Bidding Process") for selection of the agencies. The first stage of the evaluation referred to as "Technical Bid" and the second as "Financial Bid".

Both the Technical & financial Bids should be submitted online through the e-tender portal of Government of Maharashtra, on or before the date prescribed (**20/12/2022**) by the department in the schedule of process.

- (i) **Technical Bid:** The Technical Bids will be opened by the evaluation committee and marks will be given based on the criteria detailed in the technical bid document (Point No 5) and creative & strategy presentation. A detailed power point presentation will have to be made by the bidders before DOT on the basis of which marks will be awarded. (As per Point No 7). The Technical Marks obtained will be referred to as Technical Scores (St). Agencies will be ranked on the basis of the Technical Score (St), and only agencies who have scored 60 or more marks, will be qualified for financial evaluation.
- (ii) **Financial Bid:** After opening the Financial Bids, the lowest Financial Proposal (Fm) will be given a Financial Score (Sf) of 100 points. The financial scores of the other Financial Proposals will be determined using the following formula
: $Sf = 100 \times Fm/F$;
in which Sf is the Financial Score, Fm is the lowest Financial Proposal, and F is the Financial Proposal under consideration.

Combined Technical and Financial Score

For final evaluation, the Agencies will be ranked in accordance with their combined Technical (St) and Financial (Sf) scores with weight age. Since tourism destination marketing requires domain knowledge with creative competence, the Technical Score (St) will be given 80% weightage and Financial Score (Sf) will be given 20% weightage, so that the combined Score will be:

$$S = St \times Tw + Sf \times Fw;$$

Where S is the Combined Score, and Tw and Fw are weights assigned to Technical Score and Financial Score respectively, ie 0.80:0.20.

The qualified bidder who secures highest combined score would be declared as the successful bidder.

In case of a tie, agency getting higher score in presentation would be considered for awarding of the work

9. GENERAL CONDITIONS OF TENDER & CONTRACT FOR SELECTION OF MARKETING AND BRAND DEVELOPMENT AGENCY ON RETAINER BASIS (2022-2024)

Note: Tenderer should read these conditions carefully and comply strictly while submitting their tenders.

1. Selection of the agency shall be done on the basis of criteria enumerated in the tender and terms and conditions stated as below. The agency should work on retainer basis with DOT and execute branding campaigns. The Selection will be initially for two years and will be extended for one year on basis of evaluation of work.
2. Tenders must be submitted in properly sealed envelope according to the directions given in the Tender-Notice.
3. (I) Any Change in the constitution of the firm, etc. shall be notified forth with by the contractor/ firm in writing to the purchase officer/ department and such change shall not relieve any former member of the firm, etc. from any liability under the contract.

(II) No new partner/partners shall be accepted in the firm by the firm in respect of the contract unless he/they agreed to abide by all its terms, conditions and deposit with the purchase officer/ department with a written agreement of this effect. The contractor/ firms receipt for acknowledgment or that of any partners subsequently accepted as above shall bind all of them and shall be sufficient discharge for any of the purpose of the contract.
4. Copies of Goods and Services tax registration should be enclosed.
5. Tender form shall be filled in ink or typed. No Tender filled in pencil shall be considered. The tenderer shall sign the tender form at each page and at the end in token of acceptance of all the terms & conditions of the tender.

6. Validity: Selection shall be valid for a period of two years from the date of Work Order
7. The contractor/ firm shall not assign or sub-let his contract or any substantial part thereof to any other agency.
8. Direct or indirect canvassing on the part of the tenderer or his/her representative will lead to his/her disqualification
9. In case of delay in services/supplies, liquidated damages will be charged @ 5% on the cost of the work.

The delivery period would be treated as specified in the work order/verbal orders for calculation of liquidated damages.

10. Earnest money :
 - (a) Tender shall be accompanied by an earnest money Rs.5,00,000/-(Rs. five Lacs) without which tender will not be considered. The amount should be paid through online mahatenders payment in favour of Directorate of Tourism, Govt. of Maharashtra.
 - (b) Refund of earnest money: The earnest money of unsuccessful tender shall be refunded soon after final acceptance of tender.
 - (c) No interest shall be payable on earnest money deposited with the Department
11. (1) Agreement and Security deposit:
 - (I) Successful tenderer shall have to execute an agreement as specified within 10 days from the date of dispatch of acceptance letter of the tender and also have to deposit security money equal to 5% of the estimated value of the work order as and when any work order is placed.

- (1) Forfeiture of Security deposit: Security amount/ in full or part may be forfeited in the following cases:
 - (a) When any term and condition of the contract is breached.
 - (b) When the tenderer fails to make complete supply satisfactorily.
 - (c) Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of Director shall be final.
 - (2) The expenses of completing and stamping the agreement shall be paid by the tenderer and the Department shall be furnished free of charge with one executed stamped counter part of the agreement.
12. (I) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to Sole Arbitrator and whose decision shall be final.
 13. All legal proceedings, if necessary arise to institute by any of the parties (Government or Contractor/ firm) shall have to be logged in courts situated in Mumbai city and no elsewhere.
 14. DOT reserves all the rights of this tender procedure.

I/we have carefully gone through/understood all above terms & conditions and I/we shall be binding to the above terms and conditions.

Signature of Tenderer
(With Seal)

10. DECLARATION BY TENDERERS

I / we declare that I am / we the information provided by us is true and correct.

If this declaration is found to be incorrect then with prejudice to any other action that maybe taken, my / our security may be forfeited in full and the tender to any extent accepted may be cancelled.

Signature of the tenderer with seal.

11: AGREEMENT (FORMAT)

This agreement is made at Mumbai on this day of 2022.

Between -----, a Marketing and Brand Development Agency on Retainer basis having its registered office at ----- (hereinafter referred to as "the Agency") which expression shall mean and include its successors, representatives, authorized agents and assigns of the First Part

And

Directorate of Tourism, Govt. of Maharashtra (DOT), having its office at 156/157, Nariman Bhavan, 15th Floor, Nariman Point, Mumbai-400 021. (hereinafter referred to as " the Client" which expression shall mean and include its successors, representatives, authorized agents and assigns of the Second Part.

Whereas the Agency is engaged in the business of providing advertising and other allied communication services.

1. PURPOSE

Whereas the Client is interested in engaging the Marketing and Brand Development services of the Agency for Brand Positioning and Promoting Maharashtra as a preferred tourist destination whereas the Agency has agreed to render such services on Retainer basis to the Client, on the following terms and conditions hereinafter agreed to between the parties.

- 1.1 The Client hereby appoints the Agency as their Marketing and Brand Development agency to render its services for Brand Positioning and Promoting Maharashtra as a preferred 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.
- 1.2 The Agency's services shall be broadly classified as under:
 - i. Facilitate DoT in positioning Maharashtra as a top-of-the-shelf travel destination at national and international level.
 - ii. To Develop the Brand Identity and Positioning of Maharashtra Tourism
 - iii. To develop a Product Portfolio of Maharashtra Tourism and map the key source markets and classify them - domestic and international. To identify different traveler segments - domestic and international and develop traveler segmentation
 - iv. Developing a Creative Vision for the Maharashtra Tourism brand and formulating and implementing a Creative Strategy for the international and domestic markets for two-year period, i.e. 2022-23 and 2023-24.
 - v. Develop a B2B Marketing strategy for domestic and international markets.
 - vi. Develop a Media Strategy in alignment with the Creative Strategy.

- vii. Develop creatives based on the strategy to promote the brand through creatives (Print, TVC, OOH and other).
- viii. Preparing and maintaining an inventory of Images and Creatives of Maharashtra Tourism.
- ix. 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.
- x. Providing feedback on Best Practices in Tourism Marketing and Promotion in countries across the world.
- xi. Creatives for publicity and promotional material on a regular basis, including brochures, leaflets, maps, posters, carry bags, calendars, etc.
- xii. Any other creative work that may be assigned by the Maharashtra Tourism from time to time.
- xi Annual and Quarterly strategic plan with marketing recommendations and campaigns calendars for international and domestic markets
- vii. Any other tourism promotion related services on mutually agreed terms
- viii. Work closely with DOT on Retainer basis to deliver an integrated marketing solution for Maharashtra Tourism.

2. TERMS & CONDITIONS

- a) This Agreement will become effective from the date of issue of Selection (Work) order and unless sooner terminated, shall continue in full force and effect up to two years. The contract may be renewed for further period on mutually agreed terms.
- b) The agency may be informed through e-mail/SMS to provide creatives. Department would not be obliged to ensure that all the agency have received such communication. It is in the interest of the agency to be in regular contact with department and to be aware of calendar of important events, fairs and festivals and other activities.

3. AGENCY COMPENSATION:

- I. Agency's compensation will be on Retainer basis as per the financial quote submitted for the selection of agency.
- II. Goods and Service Tax, as directed/amended by Central Excise Department of Government of India, wherever applicable, shall be charged extra over and above the advertising rates accepted & approved and shall be payable by the Client to the Agency.

- III. The Agency would provide the details of its registration with CBIC department, Govt. of India and that the Agency would be responsible for any lapse in deposition of the amount received for Maharashtra Tourism as Goods and Service Tax.
- IV. The client would deduct TDS on all the payments as per rule. The agency is bound to provide PAN/TAN number to the client. The agency is entitled to seek details of such deductions made.
- V. Creative Charges for design for advertisements or ancillary expenses if any like purchase or TP photographs etc. shall be payable only when decided prior to releases of advertisement. In all other cases no creative charges would be paid.
- VI. The above would also apply on other works assigned to the agency
- VII. For all the jobs beyond the scope of Retainership, such as execution of production & related jobs, will be done on pre-approved estimates

4. PAYMENT MODE

The Agency will submit its tax invoices on monthly basis to the Client in triplicate along with the copy of the workorder.

- a) The monthly tax invoice should be supported by the work report of that month.
- b) No advance payment shall be made
- c) The Bidder's request(s) for payment shall be made to the DOT in writing, accompanied by an invoice describing, as appropriate, the Goods/Products/Services/Solutions delivered and the Services performed, value delivered to DOT, quantifying the engagement, impact assessment across the various mediums, reach and viewership of the various activities undertaken, and upon fulfilment of other obligations stipulated in the contract.
- d) No separate cost would be allowed for travel undertaken for interaction with Department / Directorate officials or travels undertaken for various activities included in the Scope of Work.
- e) Payment shall be made only after the positive satisfactory report by the DOT's Official conforming the Quality of deliverables, execution of responsibilities and as per the terms and conditions of this EOI
- f) Payments shall be made promptly by the DOT within forty-five (45) days after submission of the invoice or claim by the Bidder, only after quality inspection and verification by the DOT's Official of the conformity of the Goods/Products/Services/Solutions supplied as per the agreed terms.
- g) The Bidder has to submit monthly status reports for all the resources deployed on the project in addition to progress status report for planned vs actual progress at the end of every month.

- h) Payment will be made by electronic transfer of funds to the bank account of the Agency in Indian Rupees. The Agency will submit pre-receipted invoices in triplicate, complete in all respects, within ten (10) days of the last working day of every month, for necessary settlement. The price quoted by the bidder shall be fixed and inclusive of all taxes, duties, levies etc. (but exclusive of GST), during the bidder's performance of contract. The GST shall be paid at the prevalent rates.
- i) Taxes shall be paid as applicable and as per actuals
- j) All tasks mentioned in scope of work need to be executed and submitted in the detailed report. Failing to get the tasks done would lead to pro-rata deduction from the payment. The penalty (if any) shall be calculated and deducted from the immediate payment due.
- k) The Bidder, in the event of DOT deciding to discontinue with the services of the Bidder, either during or after the Project period will do the knowledge and data transfer to the other Bidder chosen by DOT and will provide all necessary help to both DOT and the new Bidder in doing the same
- l) Other bills as per estimate approved with the Client.
- m) For any payment made by the client where the amount exceeds the actual and correct payable amount either due to oversight or due to any other reason, the agency would be bound to return the extra amount within one week after receipt of such notice.
- n) For facilitating Electronic Transfer of funds, the selected Agency will be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected Agency.

5. PENALTY CLAUSE

For any delay in delivery of goods and services penalty @ 5% on the amount will be charged.

6. SECURITY DEPOSIT:

- 61 An amount equal to 5% of the work order 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 either in form of cash deposit or through demand draft, etc.
- 62 For any other work apart from advertising additional security @ 5% of the estimated cost of the work will have to be deposited by the agency along with

- financial bids if the value of the work exceeds Rs 5.0 crores.
- 63 However delay in return of the security money by the client will not invite any penalty on the client, but the client will inform the agency in writing about the cause of delay.

7. 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 Commissioner, Tourism, in this regard shall be final and binding on the Agency.

8. REPRESENTATION & 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.

9. CONFIDENTIALITY

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

10. INDEMNITY

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

11. TERMINATION PROVISION

By giving one month's notice by either party may terminate this agreement.

12. FORCE MAJEURE

If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, Government actions, etc.), that party will not be in default of this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement after occurrence of such event.

If the Agreement is terminated due to Force Majeure, no Termination Payment shall be made by DoT to the Agency. DoT shall however, release the Performance Security after deducting such amounts due and recoverable (if any) by DoT. DOT shall also pay all the pending bills submitted by the Agency for all the activities carried out as per the work order and/or approved estimates in case of termination as per this clause.

13. DISPUTE SETTLEMENT MECHANISM

1. Amicable Settlement

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

2. ARBITRATION:

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

3. JURISDICTION:

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

12 NON-EXCLUSIVE:

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

13 NOTICE:

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

14 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.

15 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.

16 MODIFICATION:

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

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

For – M/s.....

(Signature, Full Name & Seal)

Mr/Ms

WITNESS No.1 :

WITNESS No.2:

Signature for and on behalf

FOR- Directorate of Tourism (DOT), Govt. of Maharashtra.

(Signature, Full Name & Seal)

Mr./Ms.

WITNESS No.1 :

WITNESS No.2:

12. Format for Pre-Bid Queries

Sl. No.	Clause No.	Page No.	Content of EOI Requiring Clarification	Change Requested/ Clarification Required