

**2014 -2015**

**REQUEST FOR PROPOSAL FOR SELECTION OF MEDIA  
AND  
COMMUNICATIONS CONSULTANT  
FOR  
PROMOTION & BRANDING OF ASSAM TOURISM  
IN  
INDIA & OVERSEAS**

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# VOLUME - 1

## **DISCLAIMER**

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the Department/Directorate or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Directorate to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and thus selection pursuant to this RFP (the “Application”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Directorate in relation to the work/s. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Directorate, its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this document and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Directorate accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The Department of Tourism/Directorate of Tourism, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with selection of Applicants for participation in the Bidding Process.

The Directorate also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Directorate may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Directorate is bound to select and shortlist Applications and the Directorate reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Directorate or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Directorate shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

# 1. INTRODUCTION

## 1.1 BACKGROUND

1.1.1 The Department of Tourism, Government of Assam, intends to undertake National & International Media Campaigns through print, electronic, outdoor and online for the “Assam Tourism” in key source markets in India as well as Abroad.

The objective of the proposed campaigns is to generate awareness amongst the tourists about the myriad tourism products and destinations of the State to promote Assam as a preferred tourist destination in the source markets in India & Overseas and to increase Assam’s share of the Indian & Global Tourism Market.

1.1.2 The Department of Tourism would like to target the traditional and important source markets in India and Overseas from where the State receives a large number of tourists and to tap potential markets both in India and Overseas.

1.1.3 The Department of Tourism would like to project and showcase the diverse tourism

destinations and products of the State, including the rich culture & heritage, monuments, wildlife, riverside, mountains, adventure related activities and niche tourism segments such as Rural Tourism, Medical Tourism, Wellness Tourism, MICE Tourism, Niche Tourism (including Golf and Tea Tourism) etc., with a view to promote Assam as a year-round destination, with destinations and products to attract varied interests and all segments of tourists, through its Campaigns in the print, electronic, online and outdoor media.

1.1.4 Department of Tourism would like to release its campaigns in the International and National markets with attractive, eye-catching and focused creative, which effectively portray the richness and diversity of the Assam Tourism destinations and products. The Department of Tourism would also like to undertake production of publicity and promotional material on a regular basis, including brochures, leaflets, maps, posters, carry bags, calendars, etc. which are distributed to tourists, stakeholders in the tourism industry, media, Embassies & High Commissions in India and Overseas.

## 1.2 REQUEST FOR PROPOSAL

1.2.1 Department of Tourism proposes to appoint “Media & Communications Consultant” to provide a ‘Creative Vision & Strategy’ for ‘Assam Tourism’ and **would like to utilize the services of a professional media consultant to advise the Department of Tourism on various aspects relating to Media Planning and invites bids from Media & Communication Consultants to provide professional services including Strategic as well as Tactical Media Planning Strategy and Formulation, including digital media strategy..** The ‘Media & Communications Consultant’ would be appointed for ‘One (1) Year’ and renewable for another ‘Two (2) Terms’ of ‘One (1) Year’ each, subject to an yearly review.

1.2.2 The Media Consultant would be appointed for a period of **one year**, and renewable for another ‘Two (2) Terms’ of ‘One (1) Year’ each, subject to an yearly review and with the provision that services of the Consultant may be dispensed with at any time, giving three months“ notice, in the event of non-performance, under-performance or any other reason which would be specified.

**1.2.3 Media & Communication Consultants working in a Media Agency may submit their Bids/ Proposals in their individual capacity. However, the Media Consultant and any Media Agency presently associated with the Media Consultant, once selected, will not be eligible to participate, either in an individual capacity, as an Agency, or as part of an Agency / consortium, in the tenders issued by the Department of Tourism for execution of its Media Campaigns.**

1.2.4 Department of Tourism invites detailed proposals (Qualification Submissions, Technical Submissions and a Presentation together referred to as “RFP”) from renowned ‘Advertising / Media Consulting Agencies’. The Scope of Services forming part of the Assignment has been set out in the Draft Agreement (Volume-2 of the RFP).

1.2.3 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP (“Evaluation Criteria”) to identify the successful Bidder for the Assignment (“Successful Bidder”). The Successful Bidder would then have to enter into an Agreement with the Department of tourism for a period of ‘One (1) Year’ and perform his duties & obligations as stipulated therein, in respect of the Assignment.

1.2.4 Terms used in this RFP document which have not been defined herein shall have the meaning ascribed thereto in the Draft Agreement (Volume-2 of the RFP Document).

1.2.5 It may be noted that (i) the costs of preparing the proposal are not reimbursable and (ii) the Department of Tourism is not bound to accept any of the proposals submitted.

1.2.6 The Media & Communication Consultants are required to provide professional, objective, and impartial service and at all times hold the Department of Tourism’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

1.2.7 Media & Communication Consultants have an obligation to disclose any situation of actual or potential conflict that impacts or may impact their capacity to serve the best interest of the Department of Tourism, or that may be reasonably perceived as having this effect. Failure to disclose such situations by the Media Consultant may lead to disqualification of the Media & Communication Consultant or termination of the contract.

1.2.8 Media & Communication Consultants must observe the highest standards of ethics during the selection and execution of the contract. The Department of Tourism may reject a proposal at any stage if it is found that the Media & Communication Consultant recommended for award has indulged in corrupt or fraudulent activities in



competing for or in executing the contract in question, and may also declare the Media & Communication Consultant ineligible or blacklist the firm, either indefinitely or for a stated period of time.

### **1.3 BRIEF DESCRIPTION OF THE BIDDING PROCESS**

1.3.1 Department of Tourism intends to follow a ‘single stage two envelope’ bid process for selecting of the successful bidder under ‘Least Cost Selection’ (LCS), as outlined in this RFP.

1.3.2 The Bidders would need to submit, within the Proposal Due Date as prescribed under Section-6 of this RFP; Qualification, Technical and Financial Proposal in the prescribed format.

1.3.3 Department of Tourism would evaluate all the Submissions in accordance with the evaluation criteria set out in Section-3 of the RFP to select a bidder.

### **1.4 OBTAINABILITY OF RFP DOCUMENT**

1.4.1 The RFP would be available at the website [www.assamtourism.gov.in](http://www.assamtourism.gov.in) . Any subsequent notifications, changes and amendments in the assignment / documents would be posted only on the website.

## **2. TERMS OF REFERENCE**

### **2.1 SCOPE OF SERVICES**

The Agency shall act as the official “Media & Communications Consultant” to the Department of Tourism, who shall integrate, plan, successfully implement and deliver all promotional and marketing activities for Department of Tourism.

The major sections covered under the scope of services are as follows;

#### **A. BRANDING AND COMMUNICATION STRATEGY**

1A. The Agency shall review the tourism activities undertaken by the Department of Tourism in the past five years and prepare a status report. The status report shall clearly set out the current position of tourism promotion vis-a-vis national and comparable regions. To this extent, the theme adopted, promotional, media, tourist arrivals (by category), spend, budgets estimated, pattern of utilization, monitoring and effectiveness, parameters used and other activities, undertaken would be reviewed. At the end of the exercise, the findings of the diagnostic analysis would be presented which would set the baseline for future strategy formulation. This study should be submitted within 15 days of issue of work order i.e. submission should be along with the IPP. (Integrated Promotion Plan).

1B. Key developments and strategies being adopted nationally and in comparable states would be reviewed and inputs would be drawn for developing Preparation of “Integrated Promotion Plan (IPP) and Action Plans”.

1C. Proposed strategic plans on promotion and media should be in line of overall marketing strategy of Assam Tourism, hence it is suggested that the proposed marketing plans will be finalized and implemented with required mutual consent of the Department of Tourism and the Agency.

2. The Agency in consultation with the DOT shall formulate Integrated Promotion Plan (IPP) and Action Plans, which shall further include:

I. A Vision Statement for Assam Tourism over next 10 years.

II. A road map for performance over a period of 12 months (Agreement period); and extension period of 36 months separately

III. The mission statement and overall strategy with timelines to accomplish the “Integrated Promotion Plan (IPP) and Action Plans”

IV. Synchronisation with the budget of Department of Tourism for the fiscal year

V. Time based road map for promotion of various destinations and locales in the State

VI. Parameters for self-assessment of the agency

## **MAJOR OBJECTIVES/INCLUSIONS OF IPP & ACTION PLANS**

i. Assessment of the Status of Assam Tourism:

(a) The current scale and scope of promotion.

(b) Existing attractions and facilities to determine gaps for improvement of existing products and development of new products.

(c) Demand (tourist arrivals) for and popularity of existing tourist destinations.

ii. With due consultation with the Department of Tourism, the Agency shall set the objectives in domains of marketing, promotion and communication:

(a) Maximize demand for existing destinations and take initiatives for promoting the not so popular destinations.

(b) Investment promotion as a component of all presentations as well as media PR, highlighting huge opportunities.

(c) Formulation of plans for newer tourism avenues and newer dimensions to existing tourism opportunities.

iii. Formulation of strategies (shall be based on market research) includes but not limited to:

(a) Progress on the existing theme of Assam Tourism; strengthen the positioning of Assam as a premiere tourist destination and building brand “Assam TOURISM”.

(b) Selection of right target segment, assessing consumer perception about the tourism promotion plans and suggests action accordingly.

(c) Formulation of plans for newer tourism avenues and newer dimensions to existing tourism opportunities.

(d) Development of communication strategy.

(e) To provide inputs for planning and improvement of the IPP every year.

(f) For media scheduling, planning and advertisement related activities.

iv. It shall also include a summary of activities that the Agency shall perform for every quarter (“Action Plan”), which the Agency shall get approved by the Department of Tourism.

v. Action Plan would include details of promotional, printing, sub-contracting and media services related activities.

(a) The details of the list of activities with an estimate of costs that are proposed for every quarter.

(b) An estimate of the travel, time and costs involved in the performance of each activity.

(c) Clear indication of the list of activities to be performed by the Agency and the necessary approvals required from the Department of Tourism in this regard.

(d) List out which trade fairs, exhibitions, road shows, etc. to participate.

vi. Action Plans shall be prepared the end of every 3 (three) months or quarter and the Agency shall get the same approved by the Department of Tourism.

vii. The Media & Communication Consultant will submit a campaign evaluation to assess the reach and impact of the campaign, every year.

viii. The Media & Communication Consultant will interact with the offices of the Department of Tourism in India and Overseas (by telephone/e-mail/fax, etc.), to obtain inputs relevant to the Media Planning.

ix. The Media & Communication Consultant will liaise with the Creative Agency(ies) working for the Department of Tourism, for effective merging of the media and creative strategies for the Tourism Department.

## **B. BUILDING BRAND ASSAM TOURISM THROUGH CREATION AND PRODUCTION OF THEME BASED CREATIVES**

The scope of activities/ services offered by the Agency shall be called the Action Plans and shall primarily include the following:

- i. **Professional Advisory Services for Branding Assam:** It shall primarily include all the operating strategies in relation to the following activities that are proposed to be undertaken by the Agency on behalf of the Department of Tourism. The list given below is an indicative list and shall include any other activity in association to those mentioned below:

### **CREATION OF “BRAND ASSAM” through**

(a) Preparation of Integrated Promotion Plan (IPP) and Action Plans;

(b) Designing and production of creatives for the print, television, radio, online, outdoor and other media during the three year period, i.e. three years starting from the date of agreement as detailed below, on themes / subjects to be decided in consultation with the Department of Tourism. The Print Creatives would, at times, be required to be provided at very short notice. The tentative break-up of the work to be undertaken during each of the three years is indicated against each.

Production of Creative Material (in 1st Year : 2nd Year : 3rd Year)

- 18 print Creatives, including advertorials, for release in domestic newspapers (6:6:6)
- 6 international print campaigns with 5 Creatives each, on themes that would be identified. These Creatives would be adaptable for use in the outdoor media. The Creatives would be produced with fresh shoot. (2:2:2)
- 6 domestic print campaigns with 5 Creatives each on themes that would be identified. These Creatives would be adaptable for use in the outdoor media. The Creatives would be produced with fresh shoot. (2:2:2)
- 6 creative campaigns for the online media (international & domestic) (2:2:2)
- 3 radio spots for the international market, on themes that would be identified (1:1:1)
- 6 radio spots for the domestic market, on themes that would be identified (2:2:2)
- 2 Television Commercials of 60 second duration, with 30 second / 20 second / 10 second edits for promoting the tourism destinations and products of the country in international/domestic markets. The TVCs to be produced would be of international quality. The contents of the TVCs would be entirely by fresh shoot. The TVCs would be produced on turnkey basis. (1:0:1)

(c) Designing of advertorials / editorials and other publicity material, including brochures, maps, posters, calendar, carry bags etc. during the three year period as detailed below, on

themes / subjects to be decided in consultation with the Department of Tourism. This would entail supervision of printing of the publicity material by printing agencies identified by the Department of Tourism, to ensure quality of production. The break-up of the work to be undertaken during each of the three years is indicated against each.

Designing of Publicity Material (in 1st Year : 2nd Year : 3rd Year)

- 15 posters on identified themes, with high quality, printable images (5:5:5)
- 9 brochures of 32-40 pages each, on identified themes/ subjects, in English and Hindi, with a minimum of 60 high quality, printable images in each brochure. (3:3:3)
- 9 tourist maps with high quality, printable images (3:3:3)
- Promotional Wall / Desk Calendar on identified theme each year. Designing of the Calendars for the years would include provision of suitable images.

**NOTE:** - Separate Financial break up for costs to be incurred by DOT for each of the activity listed in point (b) & (c) above should be provided separately in the Financial Bid Format – Appendix 6.

(d) Assistance in selection of empanelment of vendors as required by the Department of Tourism;

(e) Self-assessment of the services rendered by the Agency as against the action plan formulated for the assessing period;

(f) Management, co-ordination, organizing and participation in regional, national and International conferences, trade fairs, events, road shows, tableau, exhibitions, and workshops. Prepare appropriate presentations and invitations.

(g) Coordination for release of advertisement, representations and participations in various for along with the Department of Tourism;

(h) Carrying out all related PR activities;

(i) Co-ordination of primary research;

(j) Process management of promotional campaigns and all promotional work.

ii. Media Services: Media Services shall include media advertising that includes press, radio, billboards and the Internet; also tourist board and travel-related guides, books and brochures that sell advertising space, television etc., including those for ambient media (e.g. advertisements on back of tickets, passes, etc.). All the expenses related to the Air time or slots shall be paid by DOT directly to the Vendor selected for media services, and the Department of Tourism shall be final authority recommending payments.

The services required to be offered herein by the Agency would be recommendatory and shall include but not be limited to the following:

- a. An overview of the existing situation and effective plan on the way forward for the campaigns, based on available market research analysis.
- b. Identification of target priority markets, segments and audiences, rationale, approach, and appropriate vehicle for promotion etc.,
- c. Selection and finalization of Media Vehicles for the different markets and segments, based on research. It should be most appropriate, cost-effective and cost saving it should have a direct bearing on the increase in tourist arrivals.
- d. Allocation of available budget to the different Media Vehicles in the different target markets based on available market research findings.
- e. Selection and finalization of television channels, radio channels, print publication, websites and portals, outdoor sites, etc., in the Media Plans for the “Assam Tourism Branding Campaign” and any other campaign. Planning effective use of web with innovative digital media vehicles.
- f. Product segmentation and use of appropriate Creatives for the different markets and segments.
- g. Planning most appropriate schedules for release of campaigns in different markets.

The Agency will submit to the DOT relevant research and impact studies, which have formed the basis of the Media Planning for the different media vehicles, included in the Media Plan. These will be submitted along with the Media Plans each year. They will also submit a campaign evaluation to assess the reach and impact of the campaign periodically.

All the services rendered by the Agency shall be primarily in English and shall also be delivered in other vernacular languages (wherever suitably required) to national and International markets.

### **iii. Vendor services**

Vendor related services shall include Printing, Production and Sub-Contracting services in pursuance of all activities in line with the IPP and as approved by the Department of Tourism. The selection of the Vendor services shall be governed by the Technical Committee as constituted by Department of Tourism and in accordance with the guidelines of the Department of Tourism. The Agency is expected to support coordination and advice on the preferred selection of the Vendor. All expenses related to Vendor Services shall be paid by the Department of Tourism directly to the Vendor selected for such services.

7. In pursuance of the assignment, the Agency shall submit to the Department of Tourism the following reports at such intervals as set out in the table below.

<b>Sl.N o.</b>	<b>Report / Plan</b>	<b>Timelines for submission</b>
1.	Vision Document	Vision Document shall be submitted to the Department of Tourism within 60 days from the date of signing the Agreement. The same can be subsequently revised in consultation with DOT and the revision to that affect shall be submitted to the Department of Tourism in writing.
2.	Integrated Promotion Plan (IPP)	First IPP for the Year 2013-14 shall be submitted to the Department of Tourism within 15 days from the date of signing the Agreement.
3.	Action Plan	First Action Plan shall be submitted to the Department of Tourism along with the submission of the first IPP.
4.	Self Assessment Report	Self-assessment report shall be submitted to the Department of Tourism DOT at the end of every 6 months.
5.	Media Plan with Studies and Campaign Evaluation	The Agency will submit to DOT relevant research and impact studies, which have formed the basis of the Media Planning for the different media vehicles, included in the Media Plan. These will be submitted along with the Media Plans each year. They will also submit a campaign evaluation to assess the reach and impact of the campaign periodically.

8. Transition Services to be offered by the Agency on termination of the Agreement.

i. The Agency would provide necessary support for transition of materials; art works etc. from the existing Agency employed by Department of Tourism.

ii. At the end of the tenure of the Agency, the Agency shall similarly provide all necessary assistance to DOT for enabling transition to any other party selected as the Media & Communications Consultant.

## **2.2 RESOURCES COMMITMENT BY AGENCY**

The Agency would commit the necessary resources required from time to time, for carrying out the assignment. The Agency shall, for specific projects or events, depute two persons to operate out of the Department of tourism premises for coordinating the Agency services. The Agency shall also depute one or two person who shall be available for DOT at all times for information and services provided for under this agreement. Details on manpower and other resource commitments would be as per the technical proposal submitted by the Successful Bidder.

## **2.3 EVALUATION AND EFFECTIVENESS OF THE AGENCY**

The effectiveness of “Media & Communications Consultant” (M&CC) would be evaluated periodically by Department of tourism. The evaluation is to be understood as a measure of the

overall effectiveness of the Agency in accomplishing the “Integrated Promotion Plan (IPP) and Action Plans” with due regard to the milestones achieved during the course of the assignment. The recommendations and appropriate course-correction henceforth made on evaluation of effectiveness shall be incorporated by the Agency in its future Action Plans and IPP as the case may be. Given below are the indicative criteria for evaluation:

### **Branding of Assam: Objectives**

The campaign objectives for Assam Tourism are to create:

- a) A strong brand identity
- b) Unique and sustainable positioning.
- c) Universal awareness among the target audience.
- d) Comprehensive information on destinations.
- e) Support from all relevant quarters, especially Government and Trade.

### **Evaluation Criteria:**

Positive feedback from primary research across various tourism destinations in the State and the number of awards won by the Department of Tourism, Govt. of Assam in National and International tourism related events.

Ensure several articles on Assam Tourism in mainline Indian magazines / dailies and wide coverage in leading travel and lifestyle publications every quarter during the Agreement period.



### 3. BIDDING PROCEDURE

#### A. GENERAL

#### 3.1 ELIGIBILITY OF BIDDERS

3.1.1 The Bidder should be a renowned & competent Advertising / Media Consulting Agency.

#### 3.1.2 DETAILED CRITERION

Sl.No	Parameters	Qualification Criteria
1.	Agency	The Agency/Bidder should be an individual firm (joint Venture not allowed) and have a fully functional office in Guwahati and at least one more fully functional office anywhere in India. In case the firm has no office in Guwahati, should undertake to establish a fully functional office with required personnel/manpower within 15 days of work order
2.	Experience	<ol style="list-style-type: none"><li>i. The Agency/Bidder should have been in operation for a minimum of Five (5) Years, in designing / production of Creatives / commercials for various media including print, TV, radio, online, outdoor, etc., and publicity material including brochures, posters, maps, calendars etc.</li><li>ii. The Agency/Bidder should have handled at least a minimum of One (1) released campaigns in Hospitality and/or Tourism Sector, of net less than Rs. 1 Crore revenue to the agency.</li><li>iii. The Agency/Bidder should have handled at least a minimum of Two (2) released campaigns for International audience/ clientele.</li><li>iv. The Agency/Bidder should have handled at least one single creative account with revenue of over Rs.5.00 Cr., during the last 3 years.</li></ol>
3.	Financial Capability	<ol style="list-style-type: none"><li>i. The Agency/Bidder should have minimum average annual turnover of at least Rs.100.00 Cr. Per annum in the last 3 financial years (FY 2011-12, 2012-13&amp; 2012-13). Audited Financial Statements should be submitted</li></ol>

***Note: The Bidders shall provide the aforesaid information in the format as provided in Appendix-4 along with necessary supporting documents for each of the parameter. It may be noted that Proposals without necessary supporting documents could be treated as non-responsive.***

3.1.3 The Bidder should submit 'Power of Attorney' as per the format enclosed at Appendix-2, authorizing the signatory of the Proposal to commit on behalf of the Bidder.

3.1.4 The Bidder has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Department of Tourism, or that may be reasonably perceived as having this effect. Failure to disclose such situations by the Agency may lead to disqualification of the Agency or termination of the contract.

3.1.5 Any entity, which has been barred, by Govt. of Assam or Government of India from participating in 'Government Projects' and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal (Undertaking should be given by the bidder that they have not been barred).

### **3.2 NUMBER OF PROPOSALS**

3.2.1 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.

### **3.3 PROPOSAL PREPARATION COST**

3.3.1 The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the bidding process. Department of Tourism will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

### **3.4 RIGHT TO ACCEPT OR REJECT**

3.4.1 DOT may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period of time, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

3.4.2 Notwithstanding anything contained in this RFP, Department of Tourism reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals at any time, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

3.4.3 DOT reserves the right to reject any Proposal if at any time if a material misrepresentation made by a Bidder at any stage of the bidding process is discovered.

## **B. GENERAL**

### **3.5 CONTENTS OF RFP**

3.5.1 The RFP consists of two Volumes as listed below and would include any Addenda issued in accordance with Clause 2.7.

- Volume-1: Instructions to Bidders
- Volume-2: Draft Agreement

### **3.6 CLARIFICATIONS**

3.6.1 A prospective Bidder requiring any clarification on the RFP may notify the Department of Tourism in writing or by facsimile to Director of Tourism, Assam within such date as specified in RFP Time Schedule (RFP Volume-1: Section-6). At its sole discretion, the Department of Tourism may upload its response to such queries on the website: [www.assamtourism.gov.in](http://www.assamtourism.gov.in)

### **3.7 AMENDMENTS TO RFP**

3.7.1 At any time prior to the Proposal Due Date, as indicated in the RFP Time Schedule, Department of Tourism 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 Addenda. Such Addenda would be posted only on the website [www.assamtourism.gov.in](http://www.assamtourism.gov.in)

3.7.2 In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, Department of Tourism may, at its discretion, extend the Proposal Due Date

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **3.8 LANGUAGE AND CURRENCY**

3.8.1 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. The currency for this bid is Indian Rupee. All the quotes should be in Indian Rupees.

### **3.9 VALIDITY OF PROPOSAL**

3.9.1 The Proposal shall be valid for a period not less than Six Months from the Proposal Due Date ("Proposal Validity Period"), in the format set out in Appendix-1. Department of Tourism reserves the right to reject any Proposal that does not meet this requirement.

3.9.2 Prior to expiry of the Proposal Validity Period, DOT may request the Bidders to extend the period of validity for a specified additional period.

3.9.3 The Successful Bidder shall, where required, extend the validity of the Proposal till the date of execution of the Agreement.

### **3.10 BID SECURITY**

3.10.1 Proposals would need to be accompanied by a 'Bid Security' (EMD) for an amount of Rs.10,00,000/- (Rupees Ten lakhs Only). The Bid Security shall be kept valid throughout the Proposal Validity Period and would be required to be extended if so required by DOT.

3.10.2 The Bid Security shall be in the form of a demand draft or Bank Guarantee (format prescribed in Appendix 7) in favour of the 'Director Tourism', drawn on any scheduled bank payable at Guwahati.

3.10.3 The Bid Security shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of Agreement between Department of Tourism and the Successful Bidder.

3.10.4 The bid security of the successful bidder shall be returned after successful submission of Performance Guarantee by the successful bidder.

3.10.5 The Bid Security shall be forfeited in the following cases:

1. if the Bidder withdraws its Proposal except as provided in Clause 3.20;
2. if the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
3. if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

### **3.11 BIDDER'S RESPONSIBILITY**

3.11.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.

3.11.2 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 Department of Tourism; and
- c) made a complete and careful examination of the various aspects of the Assignment.

3.11.3 DOT shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

### **3.12 PRE-BID MEETING**

3.12.1 To clarify and discuss issues with respect to the Assignment and the Department of Tourism may hold Pre-Bid meeting (s).

3.12.2 Prior to the Pre-Bid meeting(s), the Bidders may submit a list of queries and propose deviations, if any, to the Assignment requirements. Bidders must formulate their queries and forward the same to DOT as per RFP Time Schedule prior to the meeting. Department of Tourism may, in its sole discretion or based on inputs provided by Bidders, amend the RFP.

3.12.3 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 Agreement. Any conditional Proposal shall be regarded as nonresponsive and would be liable for rejection.

3.12.4 DOT will endeavour to hold the Pre-Bid meeting as per RFP Time Schedule. The details of the meeting shall be posted on the website: [www.assamtourism.gov.in](http://www.assamtourism.gov.in)

3.12.5 Attendance of the Bidders at the Pre-Bid meeting is not mandatory. Nevertheless, subsequent to the meeting, Department of Tourism will endeavour respond to queries from any Bidder who has not attended the Pre-Bid meeting.

3.12.6 All correspondence / enquiries should be submitted to the following in writing by fax/registered post / courier:

Directorate of Tourism,

Behind RBI, Panbazar, Guwahati - 781001

Ph: - 0361-2547102 Fax: - 0361-

Email - > [directortourism1@gmail.com](mailto:directortourism1@gmail.com)

3.12.7 No interpretation, revision, or other communication from DOT regarding this RFP is valid unless it is in writing and is signed by Director of Tourism, Assam.

### **3.13 FORMAT AND SIGNING OF PROPOSAL**

3.13.1 Bidders would provide all the information as per this RFP and in the specified format. DOT reserves the right to reject any Proposal that is not in the specified format.

3.13.2 The Proposal would include three submissions to be made on the respective Proposal Due Date as set out in Volume-1 Section-6 (RFP Time Schedule). The submissions to be made are as listed out below;

3.13.3 Submissions should include the following:

I. Covering Letter-cum- Assignment Undertaking as per Appendix-1;

II. Power of Attorney as per Appendix-2, authorizing the signatory of the Proposal to commit the Bidder;

- III. Anti-Collusion Certificate as per Appendix-3;
- IV. Details of Bidder as per Appendix-4;
- V. Experience of Bidder as per Appendix-4;
- VI. Financial Capability of Bidder as per Appendix-4;
- VII. Technical Submissions as per the format provided given in Appendix-5;
- VIII. Financial Proposal as per the format set out in Appendix-6.
- IX. Bank Guarantee/Demand Draft for Bid Security/Earnest Money Deposit
- X. Demand Draft of Rs. 10,000/- against the Cost of RFP and Bid Processing Fee

3.13.4 The Bidder shall prepare one original set of the Proposal that includes Qualification Submission, Technical Submission and Financial Submission; clearly marked "ORIGINAL". In addition, the Bidder shall make one (1) copy of the Proposal, clearly marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

3.13.5 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.

3.13.6 The Proposal and its copy shall be typed or printed and the Bidder shall initial each page. The person(s) signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

### **3.14 SEALING AND MARKING OF PROPOSAL**

3.14.1 The Bidder shall submit each of the submission in three separate envelopes.

3.14.2 The Bidder shall submit all the Qualification and Technical Submissions in one envelope and mark it as "Technical Bid" and in the second envelope the Bidder shall submit the Financial Submissions and mark it "Financial Bid". Each of these envelopes shall be sealed.

3.14.3 The Bidder shall submit all the sealed envelopes marked, "Technical Bid" and "Financial Bid" in another envelope and seal the same.

3.14.4 The Bidder shall submit 2 (two) sets of the submissions referred to in Clause 3.14.3, an original and a copy in separate envelopes, duly marking the outer envelopes as "ORIGINAL" and "COPY".

3.14.5 The "ORIGINAL" and "COPY" of all the Submissions should then be sealed in one envelope. 3.14.6 All the envelopes shall indicate the Name and Address of the Bidder. 3.14.7 All the envelopes shall clearly bear the following superscription: "Proposal for Selection of Media & Communications Consultant"

3.14.8 All the envelopes shall be addressed to:

Director of Tourism,

Behind RBI, Panbazar

Guwahati - 1,

Ph: - 0361-2547102 Email - > directortourism1@gmail.com

3.14.9 If the envelopes are not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and liable for rejection. DOT assumes no responsibility for the misplacement or premature opening of the Proposal submitted if the same is not in accordance with the prescribed format.

### **3.15 PROPOSAL DUE DATE**

3.15.1 Proposals should be submitted before 15.00 Hrs (IST) on the Proposal Due Dates as indicated in Volume-1 Schedule 6 of this RFP, at the address provided in Clause 2.14.8 in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission or telex or e-mail will not be accepted.

3.15.2 DOT at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.7.

3.15.3 DOT at its sole discretion, accept any Proposal(s) after Proposal Due Date. Any such Proposal/s accepted shall be deemed to have been received by the Proposal Due Date.

### **3.16 TEST OF RESPONSIVENESS**

3.16.1 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 if;

- a) it is received before 15.00 Hrs. on the respective Proposal Due Date;
- b) it is accompanied with a DD for a sum of Rs.10,000/- (Rupees Ten Thousand only) drawn in favour of "Director, Tourism", payable at 'Guwahati' paid towards the Cost of the RFP and non-refundable Bid Processing Fee.
- c) it is accompanied with the 'Bid Security' amount as set out in Clause 2.10;
- d) it is signed, sealed, and marked as stipulated in Clause 2.14;
- e) it contains the information and documents as requested in the RFP;
- f) it contains information in the form and formats specified in the RFP;

g) it mentions the validity period as set out in Clause 2.9;

h) it provides the information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by Department of Tourism. Department of Tourism reserves the right to determine whether the information has been provided in reasonable detail or not;

i) there are no inconsistencies between the Proposal and the supporting documents.

3.16.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,

a) affects in any substantial way, the scope, quality, or performance of the Assignment, or

b) limits in any substantial way, inconsistent with the RFP document, Department of Tourism’s rights or the Bidder's obligations under the Agreement, or

c) unfairly affects the competitive position of other Bidders presenting substantially responsive Proposals.

3.16.3 DOT reserves the right to reject any Proposal which in its opinion is nonresponsive and no request for modification or withdrawal shall be entertained by DOT in respect of such Proposal.

### **3.17 CONFIDENTIALITY**

3.17.1 Information relating to the examination, clarification, evaluation and recommendation for the Qualified Bidders would not be disclosed to any person not officially concerned with the process. DOT will treat all information submitted as part of the Proposal in confidence and will ensure that all those who have access to such material to treat it in confidence. DOT would not divulge any such information unless ordered to do so by any statutory authority that has the power under law to require its disclosure.

### **3.18 CLARIFICATIONS**

3.18.1 To assist in the process of evaluation of Proposals, Department of Tourism may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submission made by the Bidder.

### **3.19 CONSULTANT(S) AND ADVISOR(S)**

3.19.1 To undertake ‘Bid Process Management’ and to assist in the preparation of bid notifications, documents, examination, evaluation, and comparison of proposals, DOT shall utilize the services of consultant(s) or advisor(s).

### **3.20 MODIFICATION/SUBSTITUTION/WITHDRAWAL OF PROPOSAL**



3.20.1 The Bidder may modify, substitute or withdraw its Proposal after submission, provided that a written notice of the modification, substitution or withdrawal is received by DOT before the Proposal Due Date. No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date.

3.20.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 2.14 with outer envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

3.20.3 Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Bid Security in accordance with Clause 2.10.4 of this RFP.

### **3.21 PROPOSAL EVALUATION**

3.21.1 The Qualification Submissions of the Bidders would be checked for responsiveness with the requirements of the RFP and shall be evaluated as per the Qualification Criteria set out in Section-4

3.21.2 Technical and Financial of all Qualified Bidders would be evaluated as per the criteria set out in Section-5

3.21.3 Financial Bid of the Bidders would not be opened till the evaluation of all the Technical Submissions are completed.

### **3.22 DELCARATION OF SUCCESSFUL BIDDER**

3.22.1 DOT may either choose to accept the Proposal of the successful tenderer or invite him for negotiations.

3.22.2 Upon acceptance of the Proposal of the tenderer technically qualified with Lowest Financial Bid, with or without negotiations, Department of Tourism shall declare the tenderer as the Successful Bidder.

3.22.3 In case two or more bidders quote equal in financial bid, then the bidder scoring higher in the technical bid evaluation shall be declared successful.

### **3.23 NOTIFICATIONS**

3.23.1 DOT will notify the Successful Bidder by a Letter of Award (LoA) that its Proposal has been accepted.

### **3.24 DOT’s RIGHT TO ACCEPT OR REJECT PROPOSAL**

3.24.1 DOT reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of the Assignment, without liability or any obligation for such acceptance, rejection or annulment.

3.24.2 DOT reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.

3.24.3 DOT reserves the right to reject any Proposal if at any time:

- a) a material misrepresentation made at any stage in the bidding process is uncovered; or
- b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

3.24.4 This would lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Proposals have been opened and the Successful Bidder gets disqualified / rejected, then DOT reserves the right to:

- a) declare the Bidder receiving the next highest score as the successful tenderer and where warranted, invite such Bidder to equal or better the score secured by such disqualified Successful Bidder; or
- b) take any such measure as may be deemed fit in the sole discretion of DOT, including annulment of the bidding process.

### **3.25 ACKNOWLEDGEMENT OF LETTER OF AWARD AND EXECUTION OF AGREEMENT**

3.25.1 Within 1 (one) week from the date of issue of the LoA, the Successful Bidder shall accept the LoA and return the same to Department of Tourism, failing which the Bid Security of the Successful Bidder will be forfeited. The Successful Bidder shall execute the Agreement, within 2 (two) weeks of the issue of LoA or within such further time as DOT may agree to, in its sole discretion.

### **3.26 PERFORMANCE GUARANTEE**

3.26.1 The Successful Bidder will be required to furnish a 'Performance Guarantee' in the form of a Bank Guarantee for an amount equal to "5% of the Annual Professional Fee" quoted by the Agency and accepted by the DOT within 2 (two) weeks of the issue of LoA and before entering into agreement or within such further time as DOT may agree to in its sole discretion. The 'Bid Security' of the Selected Bidder will be returned after furnishing the 'Performance Guarantee'. The Performance Guarantee shall be required to remain valid for the entire tenure of Agreement towards the 'Responsibilities and Accountability' of the Selected Agency as per the 'Scope of Work' under the Agreement.

## **4. EVALUATION OF QUALIFICATION SUBMISSION**

### **4.1 EVALUATION PARAMETERS**

4.1.1 Eligible Bidder's competence and capability is proposed to be established by the following parameters as detailed in Section 3:

- a) Agency Network;
- b) Experience; and
- c) Financial Capability

4.1.2 On each of these parameters, the Bidder would be required to meet the evaluation criteria.

4.1.3 Evaluation shall be carried out on the Qualification Submissions submitted by Bidders.

### **4.2 QUALIFIED BIDDERS**

4.3.1 Eligible Bidders meeting the Agency Network, Experience and Financial Capability Criteria shall be declared as the Qualified Bidders.

4.3.2 The Technical and Financial Proposals of only the Qualified Bidders would be evaluated in accordance with Volume -1: Section-5 & Section 6 of the RFP.

## 5. EVALUATION OF TECHNICAL AND FINANCIAL SUBMISSION

The Technical Submission and the Financial Proposal of the Qualified Bidders would be evaluated based on “Least Cost Selection” (LCS) criterion. Only those technical proposals scoring more than 75 out of 100 marks shall be considered for opening of Financial Proposals. The bidders shortlisted in the technical evaluation stage and quoting least (i.e. L1) in Financial Proposal shall be declared the successful bidder.

### 5.1 TECHNICAL SUBMISSION

The Scope of Services to be provided by the Agency is set out in the Draft Agreement. The Bidders’ Proposal to undertake the same over a 12 months period would need to be presented to the Evaluation Committee constituted by Department of Tourism.

The Presentation would be evaluated on the basis of the following criteria for which the Evaluation Committee would assign scores.

Sl. No	Parameter	Evaluation Criteria	Maximum Marks
1.	Strategy for the Assignment	<ul style="list-style-type: none"><li>• Understanding of the Assignment</li><li>• Theme and Positioning for Assam Tourism</li><li>• Target markers to be covered</li><li>• Conceptual plan and strategy</li><li>• Mechanism of implementation of proposed strategy</li></ul>	10 Marks
2.	Integrated Promotional Plan	<ul style="list-style-type: none"><li>• Communications Plan</li><li>• Road Shows, Trade Fairs and Conferences</li><li>• Media Strategy, Plan and Scheduling</li></ul>	10 Marks
3.	Creatives	<ul style="list-style-type: none"><li>• Quality</li><li>• Relevance</li><li>• Impression</li></ul>	10 Marks
4.	Client Servicing	<ul style="list-style-type: none"><li>• Approach</li></ul>	

Sl. No	Parameter	Evaluation Criteria	Maximum Marks
	plan	<ul style="list-style-type: none"> <li>Manpower Planning and Scheduling</li> </ul>	5 Marks
5.	Budget Vs Scope	Indicative budget expenditure on various activities (Highest marks for maximum scope with minimum budget)	15 Marks
6.	Experience (i) International Boundaries (ii) Hospitality Sector (iii) International Events	<ul style="list-style-type: none"> <li>Experience with International Events</li> <li>Experience in Hospitality and/or tourism Sector</li> </ul>	10 Marks
7.	Awards (i) Agency (ii) Team Leader	<ul style="list-style-type: none"> <li>Creative / Effectiveness Awards for Agency</li> <li>Creative / Effectiveness Awards for 'Team Leader'</li> </ul> <p>Please attach CV of Team Leader.</p>	10 Marks

**Note:** *The hard copy of the presentation should be submitted as part of the technical submissions as per the procedure set out in Clauses 2.13 and 2.14. The respective envelope containing the Technical Submissions would be compared at the time of the Presentation.*

### **5.1.1 The Technical Proposal shall not include any financial information**

### **5.2 FINANCIALS (TO BE FURNISHED BY THE BIDDERS)**

5.2.1 In preparing the Financial Proposal, Media Consultants are expected to take into account the requirements and conditions outlined in the RFP document.

**5.2.2 The Financial Proposal shall contain the following documents to be submitted in the standard formats given in Section of this RFP Document :**

- (i). Letter of Financial Proposal Submission
- (ii) Taxes / VAT as applicable in India will be paid as per actuals and the same are **not** required to be indicated in the financial bid.
- (iii) The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by the Department of Tourism.

(iv.) The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

### **5.3 Submission of Proposals**

5.3.1 The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be authenticated by the persons or person who sign(s) the proposals.

5.3.2 All pages of the Technical and Financial Proposals are to be authenticated.

5.3.3 The Technical Proposal should be placed in a sealed envelope and super scribed “**Technical Proposal for Appointment of Media Consultant**”. Further, the Financial Proposal shall be placed in a sealed envelope and super scribed “**Financial Proposal for Appointment of Media & Communication Consultant**”.

5.3.4 If the Financial Bid is not submitted in a separate sealed envelope duly superscribed as indicated above, this will constitute grounds for declaring the Bid non-responsive.

5.3.5 Both the sealed envelopes should be put into an outer envelope and sealed. The outer envelope shall be super-scribed “**Technical & Financial Proposal for Appointment of Media & Communication Consultant**” with the due date for submission. The Bottom Left corner of the outer cover should carry the full name, address, telephone nos., e-mail ID and name of contact person of the Media & Communication Consultant submitting the Proposal.

5.3.6 The outer envelope containing the sealed Technical and Financial Proposals should be addressed to:

The Director of Tourism of Assam  
Station Road, Panbazar  
Guwahati - 781001

**5.3.6 The Proposal should be submitted on or before 1630 hrs. on ..... 2015.**

5.3.7 No Proposal will be accepted after the deadline for submission and in the event of any proposal being received after the closing time for submission of proposals, the same shall be returned un-opened.

5.3.8 ‘Professional Fee’ of the Agency in Indian Rupees (INR) shall be quoted in ‘Appendix-6’ in the ‘Format or Financial Proposal’ in Cover-“Financial Bid”. The Professional Fee of the Agency quoted as above should cover all expenses incurred by the agency in order to deliver its commitments as per Section 2 – Terms of Reference

## 5.4 Opening of Proposals and Selection Process

5.4.1 Technical Proposals received will be opened in the presence of the Media & communication Consultants/ authorized representatives of the Media & Communication Consultants, who have submitted proposals on a date /time to be specified by the Department of Tourism.

5.4.2. The Technical Proposals will, in the first instance, be examined in the Directorate of Tourism to ascertain fulfillment of eligibility criteria and submission of required documents. Media & Communication Consultants who fulfill the eligibility criteria and have submitted all required documents in their Technical Proposal will be invited to make presentations on their Technical Proposal at a date/time to be specified and conveyed by the Department of Tourism.

5.4.3. Consultants scoring 70% marks or more in the Technical Evaluation (i.e. 49 out of 70), will be shortlisted for opening of financial bids.

5.4.4 Financial Bids of the shortlisted consultants will be opened in the presence of the Media Consultants or authorized representatives of the Media & Communication Consultants on a date/time to be specified by the Department of Tourism. Financial evaluation, based on the total fee quoted by the Consultant for three years, will carry a weightage of **30%**.

5.4.5 Selection of the Media& Communication Consultant will be based on the aggregate of the Technical and Financial Evaluation.

5.4.6. From the time the Technical Proposals are opened to the time the contract is awarded, if any Media & Communication Consultant wishes to contact the Department of Tourism on any matter related to its proposal, he/she should do so **only** in writing. Any effort by the Media & communication Consultant to influence the Department of Tourism in the proposal evaluation or contract award decisions may result in rejection of the proposal of the Media & Communication Consultant.

## 5.5 Terms of Payment to the Selected Media Consultant.

5.5.1 Advance payment will **not** be considered

5.5.2 The fixed annual fee quoted by the Media Consultant will be paid in twelve equal installments, on a monthly basis.

5.5.3. Payment will be made by electronic transfer of funds to the bank account of the Media & communication Consultant in Indian Rupees. The Media & Communication Consultant will submit pre-receipted invoices in triplicate, complete in all respects, **on the last working day of every month**, for necessary settlement.

5.5.4 The final payment, each year, shall be released only after completion of the required work for the year and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by the Department of Tourism. This would include submission of the required campaign evaluation report.

5.5.5. The Tax and VAT component shall be paid as applicable and as per actuals.

5.5.6. For facilitating Electronic Transfer of funds, the selected Media & Communication Consultant 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 Media Consultant.

## **5.6. Other Important Information**

5.6.1. Period of validity of the Tender is 60 days from the closing date of the proposals.

5.6.2 The successful Media & Communication Consultant will execute a **Performance Guarantee** for **5%** of the total value of the contract in the form of Account Payee Demand Draft or a Bank Guarantee from a Commercial Bank in an acceptable form or in the form of a Fixed Deposit Receipt pledged to the Directorate of Tourism, Government of Assam. The Performance Guarantee should remain valid for a period of 60 days beyond the completion of the period of contract.

5.6.3 The Department of Tourism is however not bound to accept any tender or to assign any reason for non-acceptance. The Department of Tourism reserves its right to accept the tender either in full or in part. **Conditional, erroneous and incomplete Bids will be rejected outright.**

5.6.4 The Department of Tourism reserves its right to summarily reject offer received from any Media & Communication Consultant on national security considerations, without any intimation to the bidder.

5.6.5. The Department of Tourism reserves the right to place an order for the full or part quantities under any items of work under scope of work.

5.6.6 Media Consultants submitting proposals will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

5.6.7. The Ministry of Tourism reserves its right not to accept bids from Media & Communication Consultants resorting to unethical practices or on whom investigation/enquiry proceedings has been initiated by Government Investigating Agencies / Vigilance Cell.

**5.6.8. Penalty Clause : Any delays from the time schedule to be stipulated by the Department of Tourism for items of work listed in the Scope of Work, would invite a penalty of 1% of the annual cost of consultancy per week, subject to a ceiling of 10% of the cost of consultancy, besides other action for underperformance / undue delays, including forfeiture of Performance Guarantee and blacklisting of the Consultant as may be deemed fit by the Department of Tourism, Govt. of Assam.**



**5.6.9. Termination:** Department of Tourism may terminate the Contract of the Media & Communication Consultant in case of the occurrence of any of the events specified below :

- (i) If the Media Consultant becomes insolvent or goes into compulsory liquidation.
- (ii) If the Media & Communication Consultant, in the judgment of Department of Tourism, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (iii) If the Media & Communication Consultant submits to Department of Tourism a false statement which has a material effect on the rights, obligations or interests of Department of Tourism.
- (iv) If the Media & Communication Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Department of Tourism.
- (v) If the Media & Communication Consultant fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing.

In such an occurrence Ministry of Tourism shall give a written advance notice before terminating the Contract of the Media & Communication Consultant.

**5.6.10 Force Majeure :** Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

**5.6.11. Arbitration :** Venue of arbitration will be in Guwahati and will be governed by provisions of the Indian Arbitration & Reconciliation Act.

**5.6.12. Jurisdiction :** The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract tender.

## **6. CONTENTS OF PROPOSAL**

### **6.1 QUALIFICATION SUBMISSIONS**

It shall consist of:

- a) Covering Letter-cum- Assignment Undertaking as per Appendix-1;
- b) Power of Attorney as per Appendix-2, authorizing the signatory of the Proposal to commit the Bidder;
- c) Anti-Collusion Certificate as per Appendix-3;
- d) Details of Bidder as per Appendix-4;
- e) Experience of Bidder as per Appendix-4;
- f) Financial Capability of Bidder as per Appendix-4.
- g) Details for meeting eligibility criteria as per clause 3.2

### **6.2 TECHNICAL SUBMISSIONS**

The Technical Submission shall include the following submission in standard format as prescribed in this document in Appendix V.

### **6.3 FINANCIAL PROPOSAL**

The Financial Proposal shall be as per the format set out in Appendix-6.

## 7. BID SCHEDULE AND VENUE

DOT would Endeavour to adhere to the following schedule:

Sl. No	Activity	Scheduled Date & Time
1.	Date of commencement of Bid	
2.	Place for obtaining Bid Document Can be obtained from the office of Directorate of Tourism, station Road, Panbazar, Guwahati - 1 or downloaded from <a href="http://www.assamtourism.gov.in">www.assamtourism.gov.in</a>	
3.	Project Briefing Meeting	Venue: Conference Hall, Directorate of Tourism, Station Road, Panbazar Guwahati -1
4.	Date and Time for Submission of Bid	Bids should be submitted by
5.	Address for submission of Bid Documents	Director of Tourism, Directorate of tourism Station Road, Panbazar, Guwahati – 1
6.	Venue of opening of Technical Bid	Director of Tourism, Directorate of tourism Station Road, Panbazar, Guwahati – 1
7.	Date & time of opening of technical Bid	
8.	Date & time of opening of financial Bid	To be communicated later to technically qualified bidders

**APPENDIX - 1**

**FORMAT FOR COVERING LETTER-CUM-ASSIGNMENT UNDERTAKING**

(On the Letterhead of the Bidder)

To,

The Director of Tourism, Assam

Station Road, Guwahati - 781001

Sir,

Ref: - Selection of Media and Public Relation Consultant

We have read and understood the Request for Proposal (RFP) along with Draft Agreement in respect of the captioned Assignment provided to us by the Department of Tourism.

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP provided to us. This Proposal is valid till ----- (At least 6 Months from the Proposal Due Date). Please find enclosed herein with the Proposal the Demand Draft bearing number ----- for Rs.10,00,000/- (Rupees Ten lakhs only) drawn in favour of the 'Director Tourism' payable at Guwahati towards the 'Bid Security Amount', dated this .....day of ..... 2013.

Name of the Bidder

Signature of Authorised Signatory

Name of the Authorised Signatory

Date: -

**APPENDIX - 2**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

(On Stamp Paper of Appropriate Value)

**POWER OF ATTORNEY**

Know all men by these presents, We .....(name and address of the registered office) do hereby constitute, appoint and authorize Mr./ MS .....(name and residential address) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the appointment of Tourism Promotion Media and Communications Consultants including signing and submission of all documents and providing information/responses to Department of Tourism in all matters in connection with our Proposal for the Assignment. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the ----- Day of ----- 2013. For -----

(Name and designation of the person(s) signing on behalf of the Bidder)

Accepted

\_\_\_\_\_Signature

(Name, Title and Address of the Attorney)

Date.....

**NOTE: -**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

2. 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 - 3**

**FORMAT FOR ANTI-COLLUSION CERTIFICATE**

**(On the letter head of the bidder)**

We hereby certify and confirm that in the preparation and submission of our Proposal for the Assignment, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anticompetitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this ..... Day of .....2013.

.....

(Name of the Bidder)

.....

(Signature of the Authorised Person)

.....

(Name of the Authorised Person)

**APPENDIX - 4**

**FORMAT FOR QUALIFICATION SUBMISSION**

**(Envelope - 1)**

Part A – Details of the Bidder

1. Name of Company/ Agency:

Address, telephone, fax and e-mail of the Bidder

.....  
.....  
.....

Note: The Bidder is required to provide proof of address with the help of any relevant documents.

2. Details of individual (s) who will serve as the point of contact / communication for Department of Tourism within the Company (i):

Name

Designation

Address

Telephone & Fax Number

Mobile Number & E-Mail

Part (B) (i) – Experience of the Bidder

Parameter	S. No.	Name of the Client	Time Period	Details of Work Done	Value of the Assignment
Experience in Campaigns for international audience/clientele	1.				
	2.				
	3.				
	4.				
	5.				

(Please add more rows if required)



Parameter	S. No.	Name of the Client	Time Period	Details of Work Done	Value of the Assignment
Experience in tourism sector /Hospitality, leisure, Entertainment# etc	1.				
	2.				
	3.				
	4.				
	5.				

(Please add more rows if required)

Part (B) (ii) – Awards of the Bidder

Parameter	S. No.	Name of the Client	Time Period	Creative/ Effective	Work Done	Award Details	
Awards for the Agency	1.					Creative	Effective
	2.						
	3.						
	4.						
	5.						

(Please add more rows if required)

\*The Bidders should provide proof of experience in the form of a letter from each of the clients mentioned and copies of the published campaign material for each of the clients clearly indicating the Bidder's name on such material.

#The Bidders demonstrating experience in tourism for Hospitality, Leisure, Entertainment etc., shall produce a copy of necessary certifications issued by Ministry of Tourism, Government of India or any other appropriate authority during the tenancy of the Bidder's assignment.

Part (C) – Financial Capability of the Bidder\*\*

Financial Year	Gross Revenue of the Agency/Bidder (in INR)
2010 - 11	
2011- 12	
2012 -13	

\*\*Gross income refers to the audited income of the agency and not to the capitalized billings. Gross income would be as indicated in the audited financial statement of the agency. The Bidder shall provide the audited annual financial statements or a statement from the statutory auditor indicating the gross income.

Note: Failure to provide information as requested in Part A, Part B and Part C above, could result in the Proposal being considered as 'Non-Responsive'.

## APPENDIX - 5

### FORMAT FOR TECHNICAL SUBMISSION

#### (Envelope - 2)

#### 1. WRITTEN SUBMISSION

The Bidders are expected to submit their Technical Proposal to the DOT and they would be expected to address the following issues:

a) Letter of Technical Proposal Submission

b) The exact information on various Eligibility Criteria as mentioned in Qualification Submission Section-3 with supporting documents.

Supporting documents / certificates towards fulfilling eligibility criteria must be submitted.

c) Profile and Track Record of the Agency, including strength and credentials of the agency network (details of global network, number of employees, details of the specialist partners/affiliates/associates, in-house facilities)

d) Case studies of large brands handled, with focus on integration and delivery of above and below the line activities.

e) Details of award winning campaigns handled, if any.

f) The Assam Tourism Creative Campaign, being a global campaign will require international inputs on a regular basis. The Creative Agency will indicate in their Technical Proposal, how they will implement / achieve this requirement.

g) Proposed Brand Vision for a five year period and details of Communication strategy for a three year period, including any new and innovative ideas.

h) Details of the Team proposed to be deployed to work with DOT, with qualifications and experience of the team members.

i) Sample creative material, as detailed below, to promote Assam as “A Destination for Culture, Wildlife, Rural Tourism” in the international markets :

- A set of four print Creatives
- Concept and story board for a TV commercial of 30 seconds
- Design for brochure of 8 pages
- Poster Design

j) Audited Financial Statements along with copy of PAN card

k) Copy of Service tax Registration Certificate

l) Earnest Money Deposit (EMD)/Bid Security as prescribed in this document.

m) Other technical forms provided in this document as annexures except the financial proposal form at Appendix - 6

It shall also consist of a hard copy of the presentation, which would include:

a) Strategy for the Assignment.

b) Integrated Promotion Plan

c) Creatives

d) Client Servicing Plan

e) Budget Vs. Scope

i. Proposed Media Budgets: Projected Media Budget for DOT for the Promotion of 'Assam Tourism' ("Promotion Budget") is as follows. (To be furnished by the Bidders)

Year	Total Budget Amount ( Indicative)
1st Year	
2 <sup>nd</sup> Year	
3 <sup>rd</sup> Year	

ii. Proposed Media: The Promotion Budget shall be utilized towards the following media services, which are part of "Media Plan". (To be furnished by the Bidders)

Sl.No	Media Type	Budget break up for 3 years		
		Year 1	Year 2	Year 3
1.	National Print Media			
2.	National Visual Media			
3.	National Outdoor Media			
4.	International Print			
5.	International Visual			
6.	International Outdoor			
7.	Web Media			
8.	Travel Marts (In India & Abroad)			
9.	Road Shows (In India &			

	Abroad)			
10.	Any Other Media: (like Internet etc)			

f) Experience with Tourism Departments

g) Experience with Government

h) Experience in organizing International Tourism Events (Road Show & Travel Mart)

## 2. PRESENTATION

The Qualified Bidders who are expected to make a presentation would be intimated by DOT. Such Bidders would be required to make presentation to the Evaluation Committee constituted by DOT on their Proposal. Each Bidder would be given a time period of 30-45 Minutes (including time for discussions) to make its Presentation. The schedule of the Presentations would be intimated to the Bidders by DOT separately.

**APPENDIX - 6**

**FORMAT FOR FINANCIAL PROPOSAL**

**(Envelope - 3)**

(On the letter head of the bidder)

Date: -

To,

Director of Tourism, Assam

Station Road, Panbazar, Guwahati - 1

Sir,

Ref: Selection of Media & Communications Consultant for Assam Tourism

We are pleased to quote our professional fee as below. We have reviewed all the terms and conditions of the 'Request for Proposal' including the 'Draft Agreement' and confirm 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. We further declare that, any State Government, Central Government or any other Government or Quasi Government Agency has not barred us from participating in any Bid.

**Professional Fee of the Agency in Indian Rupees (INR) per Annum:**

Year	Professional Fee ( INR)	Professional Fee in words (INR )
1st Year	Rs...../-  (Plus Service Tax of Rs...../- @ .....%)	Rupees..... ..... ..... ..... only.  (Plus Service Tax of Rupees.....)

The Professional Fee of the Agency quoted as above shall cover all expenses incurred by us in fulfilling our commitments as per Section 2 – Terms of Reference.

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. We understand that, the

‘Agreement Period’ of ‘One (1) Year’ is renewable for another ‘Two (2) Terms’ of ‘One (1) Year’ each, subject to an yearly review and with the provision that services of the agency may be dispensed with at any time, giving 3 months’ notice, in the event of non-performance, under-performance or any other reason which would be specified.

Sincerely,

Name of the Bidder:

.....

Signature of the Authorised Person

.....

Name of the Authorised Person:

**ADDITIONAL INFORMATION TO BE PROVIDED WITH APPENDIX 6****FINANCIAL BID FORMAT**

Sl.No.	Description of Item	Unit	Rate (In Rs.)
1	Print Creatives, including advertorials, for release in domestic newspapers	Per No	
2	International print campaigns with 5 Creatives each, on themes that would be identified. These Creatives would be adaptable for use in the outdoor media. The Creatives would be produced with fresh shoot	Per No	
3.	Domestic print campaigns with 5 Creatives each on themes that would be identified. These Creatives would be adaptable for use in the outdoor media. The Creatives would be produced with fresh shoot	Per No	
4.	Creative campaigns for the online media (international & domestic)	Per No	
5.	Radio spots for the international market, on themes that would be identified	Per No	
6.	Radio spots for the domestic market, on themes that would be identified	Per No	
7.	Television Commercials of 60 second duration, with 30 second / 20 second / 10 second edits for promoting the tourism destinations and products of the country in international/domestic markets. The TVCs to be produced would be of international quality. The contents of the TVCs would be entirely by	PerNo	

	fresh shoot. The TVCs would be produced on turnkey basis.		
8.	Posters on identified themes, with high quality, printable images	Per No	
9.	Brochures of 32-40 pages each, on identified themes/ subjects, in English and Hindi, with a minimum of 60 high quality, printable images in each brochure.	Per No	
10	Tourist maps with high quality, printable images	Per No	
11.	Promotional Wall / Desk Calendar on identified theme each year. Designing of the Calendars for the years would include provision of suitable images	Per No	

The description of the items in the table above may not depict the comprehensive job of Agency. Hence, the rates for the above items should be provided in cognizance with the scope of services related to above items detailed out in Section 2 – Terms of Reference.



## APPENDIX – 7

### FORMAT OF BANK GUARANTEE FOR BID SECURITY/EMD

To,

The Directorate of Tourism, Assam

Station Road, Panbazar,

Guwahati - 1

THIS DEED OF GUARANTEE is made on this \_\_\_\_\_ day of \_\_\_\_, 20\_\_ by .....and/or governed by the Banking Co. Regulation Act and having its Head Office at ..... (hereinafter called the "Bank" which expression shall wherever the context so admit, include its executors, administrators and successors) in favour of Director Tourism, Station Road, Panbazar, Guwahati - 1(hereinafter referred to as "DOT" which expression shall include its executors, successors and permitted assigns). \_\_\_\_\_, is a firm having its registered office at \_\_\_\_\_, hereinafter called "the Agency") (which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and permitted assignees) WHEREAS DOT had requested for proposals for Media U& communications Consultant for promotion and branding of Assam Tourism; AND WHEREAS the Agency intends to submit their proposal to DOT in accordance with the terms and conditions as laid down in the RFP and Draft Agreement Format.

AND WHEREAS the Agency is required to furnish a Bank Guarantee for a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) as Bid security/Earnest Money Deposit for fulfilling its commitments to DOT as stipulated in the RFP and Agreement,. AND WHEREAS THE BANK has agreed to stand as surety on behalf of the Agency and execute this guarantee for the satisfactory fulfilment of the obligation under the Request for Proposal by Agency.

NOW THEREFORE, THE DEED OF GUARANTEE WITNESSETH AS FOLLOWS:

1) IN CONSIDERATION OF WHAT IS STATED HEREINABOVE THE BANK hereby guarantees that the Agency will duly comply with all his/ their obligations under the said terms & conditions thereof., WE THE BANK UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE, WITHOUT ANY DEMUR, MERELY ON DEMAND SUCH AMOUNT/AMOUNTS as the Bank may be called upon by DOT to pay, but not exceeding in the aggregate, the said sum of Rs.10,00,000/- (Rupees Ten Lakhs only).

2) The Bank further undertakes that this guarantee shall be kept valid and binding on the Bank from the time this guarantee is given until fulfilment of all its commitments as provided in and as per the terms and conditions of the said Agreement and the liability of the Bank hereunder shall not be impaired and/or discharged by any extension of time or variations or alterations made, given, considered or agreed with or without the Bank's knowledge or consent by or

between the parties involved and it will remain valid till all the terms & conditions are duly satisfied.

3) We, the Bank, also agree that we shall not during the currency of this guarantee herein given or during the period of its extension, if any, revoke the same even by giving notice to DOT.

4) It is not obligatory on the part of DOT to establish non-fulfilment of the contractual obligations by the Agency as stipulated in the terms & conditions under the terms of this guarantee, we the Bank will, on simple demand from DOT, pay to DOT, the said amount of Rs.10,00,000/- (Rupees Ten Lakhs only) as indicated in clause (1) above without demur and without requiring DOT to invoke any legal remedy that may be available to them to compel us the Bank to pay the same even if the Agency considers such demand of DOT as unjustified.

5) Notwithstanding anything to the contrary, DOT's decision as to whether the Agency had made any default or defaults or committed a breach of Agreement and the amount to which DOT is entitled by reasons thereof, will be binding on us and we shall not be entitled to ask DOT to establish its claims under this guarantee but, we Bank, shall pay the sum forthwith without any objection or query.

6) The decision of DOT that any sum has become payable shall be final and binding on the Bank.

7) This guarantee shall be in addition to any other security or guarantees whatsoever that DOT may now or at any time in any way have or shall arrange in relation to the Agency's obligations/liabilities under and/or in connection with the said Agreement and DOT shall have full authority and liberty to take recourse to or to enforce this guarantee in preference to those other security or securities or assurances, at its sole discretion.

8) The guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change in the constitution of or insolvency of the Agency but shall in all respects and for all purposes be binding and operative until payment of all sum or amounts payable to DOT in terms hereof, are made.

9) The amount stated in any notice of demand addressed by DOT to the Bank as liable to be paid to DOT by the Agency or as suffered or incurred by DOT on account of losses or damages or costs, charges, or expenses shall, as between the Bank and DOT, as the case may be, be conclusive and payable by the Bank to DOT.

**WE THE BANK FURTHER AGREE THAT THE GUARANTEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE PERFORMANCE OF THE SAID terms & conditions AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL ALL THE DUES OF DEBT UNDER OR BY VIRTUE OF THE SAID terms & conditions HAVE BEEN FULLY PAID AND ITS CLAIM SATISFIED/DISCHARGED OR TILL**

**DOT CERTIFES THAT THE TERMS AND CONDITIONS HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE Agency**

10) All the claims under this guarantee must be presented to the Bank.

11) Notwithstanding anything contained hereinbefore, our liability under this guarantee is restricted to Rs. 10,00,000/- (Rupees Ten Lakhs only). The guarantee is valid up to ..... **UNLESS a claim or demand made IN WRITING IS PRESENTED TO US WITHIN THREE MONTHS OF THE SAID EXPIRY PERIOD OF THIS GURANTEE ALL YOUR RIGHTS UNDER THIS GURANTEE SHALL BE FORFEITED AND WE SHALL BE RELEASED AND DISCHARGED FROM ALL LIABILITIES THEREUNDER.**

12) **IN WITNESS WHEREOF** the Bank has executed this Deed of Guarantee on ..... day of .... and the year hereinbefore mentioned, in the presence of :

Witnesses

1

2

# VOLUME – 2

**DRAFT AGREEMENT FORMAT**

*by & between*

---

DOT

And

---

Agency

\_\_\_\_\_ 2014

[On a Non-judicial stamp paper of appropriate value]

This Agreement made at Guwahati, on this day ----- of -----, Two Thousand and Thirteen between, The Directorate of Tourism acting through the -----, Directorate of Tourism, Government of Assam, Station Road, Panbazar, Guwahati -1 (hereinafter referred to as "DOT" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the ONE PART and a company in the name and style of -----, registered under The Companies Act, 1956 having its registered office at (hereinafter referred to as "Agency" which expression shall , unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns)of the OTHER PART.

#### Whereas

A. DOT, Government of Assam, has the principal objective of promotion and development of Tourism in Assam.

B. In furtherance of its objective, DOT intended to engage the services of a Media and Communications Agency for activities related to Tourism promotion, branding awareness and coordination.

C. In pursuance thereof, the Agency was appointed after a competitive bidding process to perform the scope of services as enumerated in Schedule 1 of this Agreement (hereinafter referred to as “Scope of Services”) with the aim of achieving the principal objective of DOT referred as above.

Now therefore DOT and the Agency have agreed to enter into this Agreement for a period of ‘One (1) Year’ from the date hereof and, which witnesses as follows:

#### **ENTIRETY OF AGREEMENT**

This agreement shall be read in conformity and cognizance with following document which are annexed herewith and shall form a part of this agreement;

1. Volume 1 - Request for Proposal Document along with all its annexures
2. Any Clarification, Corrigendum and Addendum issued in relation to the RFP document
3. Technical and Financial Proposals along with all attachment what so ever submitted by the Agency in response to the RFP

#### **1. Scope of Services**

A. The Agency hereby agrees to perform the Scope of Services in accordance with the provisions of this Agreement and all applicable laws to achieve development and promotion of tourism in Assam.

## **2. Financials**

Professional Fee of the Agency in Indian Rupees (INR) as quoted in Appendix-6 in the 'Format or Financial Proposal'.

## **3. Sub-Contract/Vendor Costs**

The Sub-Contract / Vendor Costs would include all expenses, which the DOT shall incur towards printing, promotion, production, sub-contracting services; which it may outsource, based on instructions from DOT, as set out in Section 2 Terms of Reference.

## **4. Payment Mechanism for Sub-Contract/Vendor Costs**

In connection with the Sub-Contract/ Vendor Costs, the Agency shall be in no way associated with the cost required to be incurred and shall also at all times ascertain that appropriate method of procurement as per guidelines of DOT is followed. DOT shall incur the expenses towards vendor payment which shall be made directly to the Vendor selected

## **5. Media Costs**

All Media Costs as set out in Section 2 Terms of Reference shall be incurred by DOT based on recommendation of Agency and in coordination with the Promotion Plan approved by DOT.

## **6. Payment Mechanism for Media Costs**

The Vendor shall raise an invoice to the DOT in pursuance of all the media services it has offered to DOT. The DOT shall duly make the payment of Media Costs to the Concerned Media Vendor upon receipt of the respective invoice.

## **7. Service Tax**

The Service tax and any other tax as applicable on the Professional Fee, Sub-Contract/ Vendor costs and Media costs shall be payable by DOT over and above the respective fees and costs. The service tax shall be revised under applicable statute.

## **9. Tax Deducted at Source (TDS)**

Wherever applicable, taxes shall be deducted at source from the Professional fee, Sub-Contract/ Vendor costs, Media costs and other costs by DOT in accordance with the directions from the Income Tax Department.

## **10. Liquidated Damages**

In the event of non-submission of any two reports/plans by the Agency to DOT on time in the manner as set out in the table under Section 2 – Terms of Reference of the RFP, DOT shall be entitled to deduct up to 10% of the Professional fee as Liquidated Damages, if the Agency has fulfilled all other commitments and obligation as per this document.

## **11. Ownership**

Agency agrees that, the ownership of all promotion of tourism material including art work, brochures, concepts, ideas and other items or things, organizing artworks, written & other materials, documents, raw stock and films, vests with DOT. The Agency agrees to deliver to DOT all such material upon termination/ at the time of completion of Services Agreement.

## **12. Confidentiality**

The Agency agrees that all information received by the Agency pursuant to this Agreement and all promotion material including art work, brochures, concepts, ideas and other items or things, organizing artworks, written and other materials, documents, raw stocks, films and computer programs (“Confidential Information”) shall not be used for any purpose other than contemplated under this Agreement. The Agency shall not share or allow access or divulge in any manner, either directly or indirectly, any of the Confidential Information to any of its other clients or customers or other companies.

## **13. Termination**

Either Party shall have a right to terminate this Agreement by giving to the other party, 90 (Ninety) days written notice of termination. Such termination shall be effective after the expiry of the date (90 days) of such notice. Upon termination becoming effective, all arrangements and understandings incorporated in this Agreement shall cease to exist. The confidentiality obligations of the Agency shall survive even after termination of this Agreement. Upon termination notice, Agency shall prepare a consolidated list of Printing, Production and Sub-Contracting Costs and Media Costs outstanding with DOT within the 90 day period. DOT shall make the payment towards such costs as per terms and conditions in this document. Professional fee shall be paid up to the Termination Date.

## **14. Indemnification**

Agency agrees to keep DOT saved and harmless from and against loss, damages or costs arising on account of claims, demands, actions, suits initiated against DOT, arising from the performance by Agency or its agents, contractors, subcontractors, servants or employees of their duties under this Agreement.

## **15. Limitation of Liability**

DOT shall not be liable to the Agency for any lost revenue, lost profits or other incidental or consequential damages arising out of the performance of this Agreement.

## **16. Survival**

In the event of any termination of this agreement in whole or in part, the section entitled “Indemnification”, “Confidentiality”, and “Limitation of Liability” shall survive and continue



in effect and shall ensure to the benefit of DOT and be binding upon Agency, their legal representatives, heirs, successors and assigns.

### **17. 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.

### **18. Severability**

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

### **19. General Provisions**

A. The Agency shall not assign this Agreement without the prior written consent of DOT.

B. The Agency agrees to provide DOT prompt written notice of any change in Agency's name, ownership, or form of organisation. The Agency also agrees to provide DOT with prompt written notice of the occurrence of any event, which could jeopardize or materially impact its ability to perform its obligations under this Agreement in a timely manner.

C. The Agency agrees to comply with all applicable laws and regulations that relate to its performance of its obligations under this Agreement.

### **21. Entire Agreement**

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

### **22. Renewal**

The 'Agreement Period' of 'One (1) Year' is renewable for another 'Two (2) Terms' of 'One (1) Year' each, subject to an yearly review and with the provision that services of the agency may be dispensed with at any time, giving 3 months' notice, in the event of non-performance, under-performance or any other reason which would be specified.

### **23. Disputes and Jurisdiction of Courts**

A. Any dispute, difference or controversy of whatever nature between the Parties, out of or in relation to this Agreement shall at the first instance be tried to be resolved amicably, with each party making a reference to the Principal Secretary to Government, Department of Tourism, Government of Assam.

B. Upon such reference the Agency shall meet at the earliest convenience to discuss and attempt to amicably resolve the Dispute. Failure of the Parties to amicably settle the dispute, the Parties shall refer the Dispute to arbitration in accordance with the provisions of this Article.

C. All disputes arising in relation to or pertaining to or under this Agreement or any part thereof, shall be resolved by the Parties by mutual discussion failing which, the matter shall be decided in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996. Each party shall bear its cost incurred for dispute resolution and arbitration.

D. The place of Arbitration shall be Guwahati, Assam.

E. The governing laws shall be laws prevailing in India and the courts in Guwahati, Assam shall have exclusive jurisdiction to entertain any dispute between the Parties.

**24. Notice**

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

Director of Tourism, Assam  
Panbazar, Guwahati -1

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

.....  
.....  
.....

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

For and on behalf of DOT, Government of Assam.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Witness 1:

Witness 2: