



## **Request for Proposal (RFP)**

For

## **Selection of a Branding and Creative Agency for Bihar Tourism**

Department of Tourism, Government of Bihar,  
Old Secretariat, Patna-800015,

## Table of Contents

<b>Fact Sheet .....</b>	<b>7</b>
<b>1. REQUEST FOR PROPOSAL .....</b>	<b>8</b>
1.1 Structure of the RFP .....	8
1.2 Obtainability of RFP Document .....	8
<b>2. BACKGROUND INFORMATION .....</b>	<b>8</b>
<b>3. INSTRUCTIONS TO BIDDERS .....</b>	<b>9</b>
3.1 SUBMISSION PROCEDURE .....	9
3.2 NUMBER OF PROPOSALS.....	9
3.3 PROPOSAL PREPARATION COST.....	9
3.4 RIGHT TO ACCEPT OR REJECT.....	10
3.5 CLARIFICATIONS.....	10
3.6 AMENDMENTS TO RFP .....	10
3.7 LANGUAGE AND CURRENCY .....	11
3.8 VALIDITY OF PROPOSAL .....	11
3.9 BID SECURITY .....	11
3.10 BIDDER'S RESPONSIBILITY .....	12
3.11 CORRESPONDENCE/ ENQUIRY .....	12
3.12 FORMAT AND SIGNING OF PROPOSAL .....	12
3.13 MODIFICATION/SUBSTITUTION/WITHDRAWAL OF PROPOSAL .....	13
3.14 PROPOSAL DUE DATE.....	13
3.15 TEST OF RESPONSIVENESS.....	13
3.16 CONFIDENTIALITY .....	14
3.17 CLARIFICATIONS.....	14
3.18 PROPOSAL EVALUATION .....	14
3.19 DECLARATION OF SUCCESSFUL BIDDER.....	14
3.20 NOTIFICATIONS.....	14
3.21 Department of Tourism's RIGHT TO ACCEPT OR REJECT PROPOSAL .....	14
3.22 PERFORMANCE BANK GUARANTEE (PBG) .....	15
<b>4. CRITERIA FOR EVALUATION .....</b>	<b>15</b>

4.1	PHASE 1: MANDATORY CRITERIA.....	15
4.2	PHASE II: EVALUATION OF TECHNICAL PROPOSAL.....	17
4.3	PHASE III – EVALUATION OF FINANCIAL BIDS .....	19
4.4	PHASE IV: COMBINED EVALUATION OF TECHNICAL AND FINANCIAL BIDS (QCBS).....	20
4.5	NEGOTIATIONS .....	20
4.6	AWARD OF CONTRACT .....	20
5.	Terms of Reference .....	22
5.1	Scope of work .....	22
5.2	General Terms and Conditions .....	24
6.	PROJECT DURATION .....	24
7.	PAYMENT SCHEDULE .....	25
8.	TERMINATION.....	27
9.	FORCE MAJEURE .....	27
10.	ARBITRATION: .....	28
11.	JURISDICTION: .....	28
12.	Right of Rejection .....	28
13.	Liquidated Damages and Penalties.....	28
b)	Encashment and appropriation of Performance Security: .....	29
c)	Penalty for deficiency in Services: .....	29
	FORM 1: LETTER OF SUBMISSION .....	31
	Form 2: Format for Power of Attorney for Authorized Representative.....	34
	Form-3 Format for Financial Summary of the Bidder .....	35
	Form 4: Format for Letter of Undertaking.....	37
	Form 5: Format for Showcasing Experience .....	39
	Form-6 –: FORMAT FOR FINANCIAL PROPOSAL.....	40
	<u>Form -7 Format for Bank Guarantee for Earnest Money Deposit .....</u>	<u>42</u>
	<u>Form -8 Format for Bank Guarantee .....</u>	<u>43</u>

## DISCLAIMER

1. While this Request for Proposal document ("RFP") has been prepared in good faith, neither Department of Tourism nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of Information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
2. This document is not transferable, and this RFP does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project. Each Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources
3. Though adequate care has been taken while preparing this Bid Document, the Bidder shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
4. Department of Tourism may modify, amend, reject or supplement this RFP document in accordance with norms and procedures and as per the requirement of the project. Department of Tourism reserves the right to waive any irregularity in the proposal (RFP) and Department of Tourism makes it clear that the RFP is not an offer/ Agreement.
5. Neither Department of Tourism nor its employees shall be liable to any Bidder or any other person under any law including the law of Agreement, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with this RFP document, or any matter that may be deemed to form part of this RFP document, or the award of the Agreement, or any other information supplied by Department of Tourism or their employees or consultants or otherwise arising in any way from the selection process for the award of the Agreement for the Project.
6. Department of Tourism is not bound to accept any or all the Proposals. Department of Tourism reserves the right to reject any or all the Proposals without assigning any reasons. No Bidder shall have any cause for action or claim against Department of Tourism or its officers, employees, successors or assignees for rejection of their bid. The RFP submitted by the bidder will be the property of Department of Tourism.

## Glossary

Abbreviation/ Terms	Details
<b>Authorized Signatory</b>	The bidder's representative / officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ Department of Tourism, Govt. of Bihar having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>Bid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
<b>Bid Security/ Earnest Money Deposit (EMD)</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ vendor participating in the bidding process with the procurement entity
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Director, Tourism shall be the Competent Authority in this bidding document.
<b>Contract</b>	"Contract" means a legally enforceable agreement entered into between the Procuring entity and the selected bidder(s) with mutual obligations.
<b>DoT</b>	Department of Tourism
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>PAN</b>	Permanent Account Number
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Project Period</b>	The project period will be 2 years (24 months) starting from the Actual Date of Work Started / Effective Date of Agreement and extendable for a further period of 1 years (12 months) based on timely completion of all tasks laid down in the Scope of Work and consistent with the requirements of Department of Tourism
<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	Person or entity that is a recipient of a goods or service provided by a seller (bidder) under a purchase order or contract of sale, also called buyer. Department of Tourism in this BID document.
<b>Services</b>	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity
<b>Service Level Agreement (SLA)</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.

<b>State Government</b>	Government of Bihar (GoB)
<b>GST</b>	Goods and Service Tax
<b>WO/ PO</b>	Work Order/ Purchase Order

## Fact Sheet

S. No.	Particular	Details
1	Document Reference Number	TDRT/50015/06-2026 / 275 / 02.02.26
2	Date for Issue of RFP	04.02.2026
3	Project Period	2 years starting from the Actual Date of start of work/ Effective Date of Agreement and extendable for a further period of 1 years based on timely completion of all tasks laid down in the Scope of Work and consistent with the requirements of Department of Tourism
4	Bid Procedure	Two Part (Technical & Financial), Open Competitive Bid
5	Bid Validity	6 months/ 180 days from the bid submission deadline
6	Last Date & Time for receipt of queries for Pre- bid Meeting	12/02/2026; 05:00 PM
7	Date & Time for Pre-bid Meeting	13/02/2026; 03:00 PM
8	Last Date & Time for Submission of Proposals in Physical form	26/02/2026; 3:00 PM
9	Date & Time for opening of Technical Proposal	26/02/2026; 4:00 PM
10	Date & Time for Technical Presentation	To be communicated to eligible bidders
11	Date & Time for opening of Financial Bids	To be communicated to technically responsive bidders
12	Declaration of Successful bidder and release of work order	To be notified
13	Bid Document Fee	INR 5,000
14	Earnest Money Deposit	INR 30,00,000 (INR Thirty Lakhs)
15	Address for Bid Submission	1st Floor, 1st Floor, B Block, Extension Bhawan, Main Secretariat, Patna 800015 Tel.- +91 0612 2217045 E-mail –dir-tourism-bih@nic.in
16	Website	<a href="http://www.tourism.bihar.gov.in">www.tourism.bihar.gov.in</a>

## 1. REQUEST FOR PROPOSAL

Department of Tourism invites detailed proposals (Mandatory criteria, Technical and Financial Proposals together referred to as “RFP”) from capable agencies. The bids comprising mandatory compliance along with technical bids and price bids shall be submitted in two separate envelopes. The Scope of Services forming part of the Assignment has been set out hereunder in this document. 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”)

### 1.1 Structure of the RFP

Department of Tourism intends to follow a ‘two stage’ bid process for selection of the successful agency under ‘QCBS (Quality-cum-Cost Based Selection) Method’, as outlined in this RFP.

The Bidders would need to submit mandatory criteria, Technical and Financial Proposal in the prescribed formats, within the Proposal Due Date as prescribed under the “Fact Sheet” of this RFP. Department of Tourism would evaluate all the Submissions in accordance with the evaluation criteria set out in the RFP to select a qualified bidder.

### 1.2 Obtainability of RFP Document

The RFP would be available at the website [www.tourism.bihar.gov.in](http://www.tourism.bihar.gov.in) It may be noted that all subsequent notifications, changes and amendments in the assignment/documents shall be posted only on Department of Tourism’s website.

## 2. BACKGROUND INFORMATION

Department of Tourism, Government of Bihar is responsible for promoting tourism in the state of Bihar. Bihar Tourism, since its inception, has been working towards the development and promotion of tourism in the State. State of Bihar is one of the most favored tourist destinations in India, for both domestic & International traffic. Bihar, being a premier tourist destination, attracts tourist for its religious destinations, history, art and culture. Tourism has emerged as a major industry and has immense investment and employment potential for the state.

The land of Bihar has been blessed by being home to the birthplace of religions namely Sikhism, Jainism and the land where Buddha attained enlightenment. The holy land of Bihar is truly marvelous. To showcase these offerings to the tourists visiting Bihar, various tourist circuits have been identified and developed in the State. Among these the important circuits include the Buddhist circuit, Ramayana circuit, Sufi circuit, Jain circuit, Shiv/ Kanwariya circuit and Gandhi circuit.

The Branding and Creative agency should be able to provide a creative vision and strategy for taking forward Bihar Tourism branding and promotion initiative. The agency would also be responsible for taking over the content, inventory of films and other creatives from the creative agency which



handled the account of Department of Tourism and maintaining the same.

### 3. INSTRUCTIONS TO BIDDERS

#### 3.1 SUBMISSION PROCEDURE

##### A. TECHNICAL BID

Bidders must submit their bids in a sealed envelope super-scribed with due date, time, project and nature of bid.

**PART 1** - Bid security and RFP Document Fee in a separate sealed envelope superscripted with the Tender Document number and name. Please enclose **RFP document fee of Rs 5,000 (Rupees Five Thousand) and EMD of Rs. 30,00,000 (Rupees Thirty Lakhs).**

The RFP document fee should be in the form of Demand Draft drawn in favor of Director Tourism payable at Patna. The EMD should be drawn in the form of Demand Draft/ Bank Guarantee drawn in favor of Director Tourism, payable at Patna.

**PART 2** - One copy of **TECHNICAL BID** complete with all technical and commercial details **EXCEPT** the prices.

**Note: Filling up prices in Part 2 will render the Bidder disqualified.**

The envelopes containing Part 1 and Part 2 of offer should be enclosed in a larger envelope duly sealed. All pages of the offer must be signed by the authorized representative of the bidder.

##### B. FINANCIAL BID

- i. Bidder must submit the **FINANCIAL Bid in a separate envelope.**
- ii. Once quoted, the Bidder will not be allowed to make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
- iii. Bidder must quote the prices of services as mentioned and the quoted price must be valid for 180 days

#### 3.2 NUMBER OF PROPOSALS

Each Bidder must 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

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

- I. Department of Tourism 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.
- II. 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.
- III. Department of Tourism reserves the right to reject any Proposal if, at any time, a material misrepresentation made by a Bidder at any stage of the bidding process is discovered.

### 3.5 CLARIFICATIONS

A prospective Bidder requiring any clarification on the RFP must notify Department of Tourism in writing to Director, Department of Tourism within such date as specified in RFP Time Schedule. At its sole discretion, Department of Tourism will upload its response to such queries on the website:

[www.tourism.bihar.gov.in](http://www.tourism.bihar.gov.in)

Bidders requiring specific points of clarification may communicate with Department of Tourism during the specific period using the following format. The queries can be submitted by email at [dir-tourism-bih@nic.in](mailto:dir-tourism-bih@nic.in) with name of assignment as the subject, in the following format:

Bidders Request for Clarification				
Name of Organization submitting request	Name and Position of person submitting request	Details of person and organization		
		Address: Tel: E-mail: Mobile:		

S. No	Bidding Document Reference (Number//Page)	Content of RFP requiring Clarification	Points of Clarification Required	Suggestions (If Any)
1				
2				
3				

### 3.6 AMENDMENTS TO RFP

- i. 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.tourism.bihar.gov.in](http://www.tourism.bihar.gov.in)

- ii. 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.

### **3.7 LANGUAGE AND CURRENCY**

The Proposal and all related correspondence and documents must be written in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language if they are accompanied by an appropriate translation in English language. Supporting materials that are not translated into English shall 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 only.

### **3.8 VALIDITY OF PROPOSAL**

- i. The Proposal must be valid for a period not less than 180 days from the Proposal Due Date ("Proposal Validity Period"). Department of Tourism reserves the right to reject any Proposal that does not meet this requirement.
- ii. Prior to expiry of the Proposal Validity Period, Department of Tourism may request the Bidders to extend the period of validity for a specified additional period.
- iii. The Successful Bidder shall, where required, extend the validity of the Proposal till the date of execution of the Agreement.

### **3.9 BID SECURITY**

- i. Proposals must be accompanied by a 'Bid Security' (EMD) for an amount of Rs. 30,00,000/- (Rupees Thirty Lakhs only). The Bid Security must be kept valid throughout the Proposal Validity Period and shall be required to be extended if required by Department of Tourism.
- ii. The Bid Security shall be in the form of a demand draft or Bank Guarantee in favor of the 'Director Tourism, drawn on any scheduled Bank payable at Patna.
- iii. The Bid Security shall be returned to the unsuccessful Bidders within a period of one (1) Month from the date of signing of Agreement between Department of Tourism and the Successful Bidder.
- iv. The bid security of the successful bidder will be returned to the successful bidder on the submission of the Performance Security as specified in the RFP document.
- v. The Bid Security shall be forfeited in the following cases:
  - a. If the Bidder withdraws its Proposal;
  - b. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
  - c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

- d. If the bidder, after the award of work order, fails to submit the performance security within the stipulated time.

### 3.10 BIDDER'S RESPONSIBILITY

- i. 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.
- ii. It shall be deemed that prior to the submission of Proposal, the Bidder has:
  - Made a complete and careful examination of terms & conditions/ requirements, and other information set forth in this RFP document.
  - Received all such relevant information as it has requested from Department of Tourism; and
  - Made a complete and careful examination of the various aspects of the Assignment.
- iii. Department of Tourism shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- iv. All taxes payable to government must be paid by the service provider as per applicable norms and procedure. Department of Tourism is nowhere liable and responsible for payment of such taxes. Only GST payment will be made by Department of Tourism as per applicable rates on the fee quoted by the agency.

### 3.11 CORRESPONDENCE/ ENQUIRY

All correspondence/enquiries must be submitted to the following in writing by email/ fax/ registered post with **name of assignment** as the subject. The details are:

**Director,**  
Department of Tourism, Government of Bihar,  
Old Secretariat, Patna-800015  
**Email - [dir-tourism-bih@nic.in](mailto:dir-tourism-bih@nic.in)**  
**Tel: +91 0612 2217045**

### 3.12 FORMAT AND SIGNING OF PROPOSAL

- i. Bidders must provide all the information as per this RFP and in the specified format. Department of Tourism reserves the right to reject any Proposal that is not in the specified format.
- ii. The Proposal must include submissions to be made on the respective Proposal Due Date as set out in RFP Time Schedule.
- iii. If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.
- iv. The Proposal and its copy must be typed or printed, and the Bidder must **initial and number** each page.
- v. The person(s) signing the Proposal must initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

### 3.13 MODIFICATION/SUBSTITUTION/WITHDRAWAL OF PROPOSAL

- i. 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 Department of Tourism **before the Proposal Due Date**. No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date.
- ii. The modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with outer envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- iii. Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period will result in **forfeiture of the Bid Security** in accordance with this RFP.

### 3.14 PROPOSAL DUE DATE

- i. Proposals must be submitted as per information provided in this RFP.
- ii. No Proposal shall be accepted after Proposal Due Date and time.

### 3.15 TEST OF RESPONSIVENESS

- i. Prior to evaluation of Proposals, Department of Tourism will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if;
  - a. It is received on the respective Proposal Due Date including any extensions thereof .
  - b. It is accompanied with the ‘Cost of RFP Document’ and ‘Bid Security’ amount as set out in RFP Document.
  - c. It is signed, sealed, and marked as stipulated in RFP Document.
  - d. It contains the information and documents as requested in the RFP.
  - e. It contains information in the form and formats specified in the RFP.
  - f. It mentions the validity period as set out in this document.
  - g. 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;
  - h. There are no inconsistencies between the Proposal and the supporting documents.
- ii. A Proposal that is 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.

- iii. Department of Tourism reserves the right to seek clarification or reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by Department of Tourism in respect of such Proposal.

### **3.16 CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation and recommendation for the Qualified Bidders shall not be disclosed to any person not officially concerned with the process. Department of Tourism 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. Department of Tourism shall not divulge any such information unless ordered to do so by any statutory authority that has the power under law to require its disclosure.

### **3.17 CLARIFICATIONS**

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.

### **3.18 PROPOSAL EVALUATION**

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

### **3.19 DECLARATION OF SUCCESSFUL BIDDER**

- i. Upon acceptance of the Proposal of the tenderer technically qualified with QCBS (Quality cum Cost Based Selection) criteria, Department of Tourism shall declare the tenderer as the successful bidder.
- ii. In case of a tie based on QCBS evaluation, the bid with the highest technical score (ST) will be rated as the best bid.

### **3.20 NOTIFICATIONS**

Department of Tourism will notify the Successful Bidder by a Letter of Intent (LoI) that their Proposal has been accepted.

### **3.21 Department of Tourism's RIGHT TO ACCEPT OR REJECT PROPOSAL**

- i. Department of Tourism reserves the right to accept or reject any or all 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.
- ii. Department of Tourism 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.

- iii. Department of Tourism reserves the right to reject any Proposal if at any time:
- A material misrepresentation made at any stage in the bidding process is uncovered; or
  - The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

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

- Declare the 2<sup>nd</sup> highest ranked bidder as the successful tenderer; or
- Take any such measure as may be deemed fit in the sole discretion of Department of Tourism, including annulment of the bidding process.

### 3.22 PERFORMANCE BANK GUARANTEE (PBG)

- The successful bidder must furnish an unconditional and irrevocable bank guarantee / demand draft, in a format acceptable to Department of Tourism valid for the contract term, of a value equivalent to **5% of the contract value within 2 weeks from the award of Letter of Intent (LOI)**.
- Failure to submit the PBG within the time stipulated in the LOI may lead to cancellation/ withdrawal of LOI and, in such case, Department of Tourism reserves the right to declare the 2<sup>nd</sup> highest ranked bidder as the successful tenderer and proceed with the contractual process or take any such measure as may be deemed fit by Department of Tourism, including annulment of the bidding process.

## 4. CRITERIA FOR EVALUATION

The evaluation would consist of following phases:

- Phase I: Evaluation of Mandatory Criteria.
- Phase II: Evaluation of Technical Proposal.
- Phase III: Evaluation of Financial Bids
- Phase IV: Combined Evaluation of Technical and Financial Bids (QCBS)

### 4.1 PHASE 1: MANDATORY CRITERIA

The bids shall be evaluated for evaluation of the mandatory criteria mentioned below. Applicants who fulfil the mandatory criteria shall be shortlisted for further technical evaluation. The Financial Proposals of those Applicants who have **not been** shortlisted shall be returned un-opened to the Applicants.

For a bid to be considered as responsive under this bid process, a bidder must meet the following mandatory criteria:

#	Criteria	Basis of Evaluation	Documents Required
1.	LEGAL ENTITY	<ul style="list-style-type: none"> <li>The Bidder shall be a legally valid entity either in the form of a Proprietorship Firm or Partnership Firm (including LLP) or Private / Public Limited Company, and be in existence in India, since the <b>last 10 years, as on the Bid due Date.</b></li> <li>(Joint Ventures / Consortiums are not allowed).</li> </ul>	<ul style="list-style-type: none"> <li>- <b>Certificate of Incorporation / copy of partnership deed</b></li> <li>- <b>GST Registration Certificate</b></li> <li>- <b>Copy of PAN</b></li> </ul>
2.	TURNOVER	<ul style="list-style-type: none"> <li>The Bidder should have had a Minimum Annual Average Turnover of <b>₹ 75.00 Crores (Rupees Seventy-Five Crores)</b> in <b>three consecutive financial years</b> i.e. (2022-23 to 2024-25) as per the Audited Balance Sheets.</li> </ul>	<b>Audited Financial statement along with Certificate from the statutory auditor</b>
3.	Experience	<ul style="list-style-type: none"> <li>The Bidder should have the experience of providing similar services (completed projects, or ongoing projects with at <b>least 12 months of services being provided</b>), in <b>at least 2 projects, in the last 5 years</b> as on the Bid Due Date. The fee of each project should be <b>at least Rs. 2.50 Cr</b> (exclusive of taxes) and <b>at least 1 project should be for Government Client.</b></li> <li>The bidder should have received at least 1 International award in Branding &amp; Marketing work</li> </ul>	<b>Copy of the Work Order / Completion Certificate (for completed projects.</b>
4.	<b>BLACKLISTING/ DEBARRING</b>	The bidder must submit a Self-declaration duly signed by authorized bid signatory for the bidder, stating that it has not been blacklisted by any Department / Agency / PSU in any State/ Government of India or its agencies/ PSUs as on date of submission of bid	Self-declaration duly signed by authorized bid signatory for the bidder



**Note :**

- Similar services would be services involving branding, communications strategy, national and international creative campaigns etc.
- All projects must be backed by documentary evidence in the form of Work order, Agreement, Completion certificate, ongoing certificate, extension order clearly mentioning the scope of work, duration of services and fee.
- For ongoing projects, bidder must submit 'Performance Certificate' issued by client clearly indicating the amount of work done which should not be less than the cost of eligible projects as given above.
- Decision of Department of Tourism, Govt. of Bihar towards adjudging similar projects shall be final and binding on the bidders.
- **The Bidders must ensure that they submit Form 5 diligently as per the following directives:**
  - **Bidder must note that eligible projects as per the criteria mentioned in this RFP (type, cost, duration etc) shall only be listed under Form 5.**
  - **All projects as listed under Form 5 must be duly backed by the documentary evidence.**
  - **Only those Projects which are duly listed in the Form 5 shall be considered for evaluation. Department of Tourism, Govt. of Bihar shall not be liable for not evaluating / missing out on additional certificates / Workorder / Agreements etc included in the bid but not listed under Form 5.**

**4.2 PHASE II: EVALUATION OF TECHNICAL PROPOSAL**

- a. Bids meeting the mandatory criteria shall be eligible for technical evaluation stage.
- b. The Department of Tourism, Govt. of Bihar will carry out evaluation of Technical Bids, based on the point / marks system as specified in the Table below. Each mandatory criteria qualified bid shall be attributed a Technical Score. The Bidders are also required to give a presentation detailing various aspect as per the details included in the table below.
- c. Bidders scoring at least 70 marks out of 100 marks in the technical evaluation and at least 15 marks out of 30 marks in the Technical Presentation shall be considered eligible for opening & evaluation of their Financial Bids.
- d. The combined Technical Qualification and presentation would carry marks as below:
- e. The bidders shall be evaluated on the following parameters:

#	Technical Evaluation (100 marks)	
A	Firm Year of existence, Turnover and Experience (70 marks)	Marks
A1	<b>Years of existence of the Bidder as per the requirements of mandatory criteria</b> <b>15 marks</b> <ul style="list-style-type: none"> <li>• 10 years &amp; &lt; 12.5 years: 10 marks</li> <li>• &gt; 12.5 years &amp; &lt; 15 years: 12.50 marks</li> <li>• &gt; 15 years: 15 marks</li> </ul>	15
A2	<b>Average Annual Turnover for the Bidder as per the requirements of mandatory criteria</b> <b>15 marks</b> <ul style="list-style-type: none"> <li>• &gt; 75.00 Crores &amp; &lt; 100.00 crores: 10 marks</li> <li>• &gt; 100.00 Crores &amp; &lt; 125.00 crores: 12.5 marks</li> <li>• &gt;125.00 Crores: 15 marks</li> </ul>	15
A3	<b>Total Fee of eligible projects as per the requirements of mandatory criteria</b> <b>30 marks</b> <ul style="list-style-type: none"> <li>• &gt; 5.00 Cr. &amp; &lt; 10.00 Cr.: 10 marks</li> <li>• &gt; 10.00 Cr. &amp; &lt; 15.00 Cr: 15 marks</li> <li>• &gt; 15.00 Cr: 20 marks</li> </ul> <b>Additional marks for each eligible project undertaken</b> Similar services in tourism sector – 5 marks for each campaign, with maximum marks capped to 10 marks	30
A4	<b>International award in Branding &amp; Marketing work as per the requirements of mandatory criteria</b> <b>10 Marks</b> <ul style="list-style-type: none"> <li>• One Award – 5 Marks</li> <li>• More than 1 award – 10 Marks</li> </ul>	10
B	Concept Presentation (30 marks)	30
	<b>Technical Presentation</b> <ul style="list-style-type: none"> <li>• Approach &amp; Methodology with proposed innovation and value addition</li> <li>• Experience in similar projects (provide details like stature of Campaign, Audience, strategy for global acceptance etc)               <ul style="list-style-type: none"> <li>➤ Clearly specify if any Government campaign has been handled at National / International Level. If yes, provide details.</li> </ul> </li> <li>• Showcasing of creative work outputs (leaflets, brochures, films, campaigns etc.)</li> <li>• Team credentials and facilities to plan and execute campaigns</li> <li>• Awards and Accolades</li> </ul>	
<b>Total Marks</b>		<b>100</b>

**Note:**

1. While Bidders are not required to include the Technical Presentation, with their Technical Bid submission, they must take note that the Department of Tourism, Govt. of Bihar may invite for technical presentation at a short notice and Bidders should be prepared with the same. No extension in this regard shall be given at a later stage.
2. It is advised that Senior Team Members from the mandatory criteria Qualified Bidder's Organization to remain present for making the Technical Presentation to the Committee. Further the presentation should be concise and should not exceed more than 15 minutes (~30 slides). Failure of the bidder to be available for the Technical Presentation as per the schedule, may lead to forfeiting of the EMD and blacklisting for further tenders
3. Bidders must note that the proposed details in the Technical Presentation shall be binding on the bidders (unless until a change is suggested by the Department of Tourism, Govt. of Bihar) and shall form a part of the Agreement. Any material changes to the proposed value addition as per the Technical Presentation, beyond the scope of work, should be gotten pre-approved by the Department of Tourism, Govt. of Bihar.

#### **4.3 PHASE III – EVALUATION OF FINANCIAL BIDS**

##### **i. FINANCIAL EVALUATION**

- a. After the evaluation of technical proposal is completed, the Department of Tourism, Govt. of Bihar may notify those Bidders whose Technical proposals were considered non-responsive and not qualifying as per the conditions of the RFP, indicating that their Financial Proposals will not be opened.
- b. Bidders scoring at least 70 marks out of 100 marks in the technical evaluation and at least 15 marks out of 30 marks in the Technical Presentation shall be considered eligible for opening & evaluation of their Financial Bids.
- c. The Financial Proposals through physical mode shall be opened in the presence of the Bidders / authorized representatives who choose to attend. The name of the Bidders, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
- d. The Evaluation Committee will correct any computational errors, if exist in the financial proposals. When correcting computational errors, in case of discrepancy between a total and partial amount and or between word and figures the formers will prevail
- e. **Formula to determine the scores for the Financial Bids shall be as follows:**  
 **$SF = (FL / F) * 100$ , Where**
  - SF is the Financial Score
  - FL is the value of lowest Commercial Bid
  - F is the price quoted in the bid under consideration.

The Technical Score (**St**) shall be equal to the marks received in the Technical Evaluation as placed above

#### 4.4 PHASE IV: COMBINED EVALUATION OF TECHNICAL AND FINANCIAL BIDS (QCBS)

- (i) The Total score of the Bidder will be determined as under

$$\text{Total Score (TS)} = (0.7 \times \text{ST}) + (0.3 \times \text{SF})$$

- ST is the Technical Score
- SF is the Financial Score

Proposals will be ranked according to their combined Technical Scores (St) and Financial Scores (Sf) using the weights indicated above.

- (ii) The Bid of the Bidder, who obtains the highest TS value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score (ST) will be rated as the best bid. Beyond that, Department of Tourism, Govt. of Bihar will decide the matter in its full discretion.

Further, in a scenario two or more Tie Bidders have the same Technical as well as financial score, Department of Tourism, Govt. of Bihar may ask the said Bidders to furnish their respective revised offers which shall not be higher than cost as per the initial offer made by the Bidders. The bid will be awarded to the one quoting the lowest bid in its such revised offer

#### 4.5 NEGOTIATIONS

- a) Prior to the expiration of period of validity of Bid, Department of Tourism, Govt. of Bihar shall notify the Preferred Bidder who has emerged the R1 bidder and invite them to negotiate.

#### 4.6 AWARD OF CONTRACT

- a. After completion of negotiations with the Preferred Bidder, the Department of Tourism, Govt. of Bihar shall award the work to the Preferred Bidder by issuing a Letter of Award.
- b. The Preferred Bidder with whom the Agreement (the “Agreement”) is signed is expected to commence the Project on the date as indicated by the Department of Tourism, Govt. of Bihar during the negotiation meeting
- c. The Preferred Bidder shall be required to submit a Performance Guarantee which shall be equal to 5 % of the Negotiated Fee, in the form of Bank Guarantee as a pre-requisite to signing of the Agreement. The Performance Guarantee shall be submitted within 2 weeks from the issue of the Letter of Intent (the “LoI”) and shall be kept valid for 30 months from the date of signing of Agreement. Preferred Bidder’s failure to adhere to the said conditions might lead to the withdrawal of the Letter of Award by the Department of Tourism, Govt. of Bihar.
- d. The Performance Guarantee, as submitted, shall have to be renewed by the Agency before its

expiry, if so desired.

- e. The EMD of unsuccessful candidate will be returned within **1 Month** of selection of the Agency.

## 5. Terms of Reference

The Agency shall act as the official Branding & Communications Agency to the Department of Tourism, Government of Bihar and shall integrate, plan, successfully implement and deliver and execute all Branding and Communication. The Agency shall identify major national / international events, fairs and festivals wherein there is a potential for promoting Bihar Tourism. The Agency will ensure widespread visibility and reach to the Bihar Tourism brand and will assist in formulating an effective marketing plan to capitalize on such events.

### 5.1 Scope of work

The Agency shall offer the following activities:

- I. **Review of the current branding and messaging of Bihar Tourism** across various platforms. The Agency shall conduct an in-depth study of the existing branding and messaging of Bihar Tourism and other prominent state tourism departments, including but not limited to the website, social media presence & engagement, content and media library. This shall act as an important input towards rebranding / repositioning which is an expected outcome of this assignment. The Agency shall also identify various stakeholders, tourism trends and tourists' preferences, focus areas, gaps, potential areas for creating the branding strategy
- II. **Prepare an overall branding and communications strategy**
  - a) The Agency shall create a vision statement for Bihar Tourism for the next 5-10 years, taking into cognizance the tourism offerings and tourist preferences.
  - b) Create a robust brand guideline which can be disseminated across various platforms and shall act as a part of the overall messaging. Some examples would be – strategies to enhance the website and application, messaging and visibility during key events etc.
  - c) Create taglines, visuals, graphics which have a high recall value and are able to communicate the essence in an impressive manner.
  - d) Identify innovative strategies for branding using modern tools.
  - e) Develop a strategy which covers themes and destinations along with the phasing of the campaigns.
  - f) Develop an overall roadmap for the assignment period including communication strategy, modes, timing of campaigns etc.
  - g) The branding strategy should also take into consideration the department's budget and key planned activities in the state.
  - h) The branding strategy should also consider scalability such that repeated messaging across platforms and modes can be ensured.
  - i) The agency shall undertake focused Branding and promotion of Bihar Tourism including targeted promotion activities to enhance visibility and market penetration of Bihar Tourism as a preferred tourism destination in Southeast Asian countries
  - j) Appointment of Brand Ambassador for Bihar Tourism
    - The selected agency shall be responsible for proposing and recommending a suitable Brand Ambassador for promotion of Bihar Tourism, subject to approval of the Department of Tourism, Government of Bihar.

- The scope shall include facilitation of onboarding, coordination with the approved Brand Ambassador, and development of all campaign-related communication materials, including but not limited to creative concepts, audio-visual content, scripts, and promotional collaterals for execution of the Brand Ambassador campaign.

k) Promotion of Bihar Tourism through National and International engagements

- The agency shall undertake promotion and marketing of Bihar Tourism products, including Bihar Stay and Tourism Packages, through strategic engagement with national and international travel agencies, tour operators, and travel trade platforms.
- This shall include collaboration with leading travel agencies and operators (domestic and global) to enhance visibility, inclusion in tour catalogues, and increased market outreach for Bihar as a preferred tourism destination.

III. Building the brand of Bihar Tourism through creation and production of theme-based creatives with following intent and guidelines

- a) Embodying the spirit and soul of the destination while creating a new theme with suitable and catchy taglines.
- b) The creatives should ensure a strong brand recall and impact.
- c) The creatives should have a high appeal to national and global audiences across all age groups.
- d) The branding should allow flexibility of usage on all platforms of publicity and communication.
- e) The agency shall strictly follow the deliverables and timeline as specified in the clause 7 (payment terms ) of the RFP.

IV. Roll Out Plan

- a) Develop a global brand communication plan for creating destination curiosity and awareness amongst the identified key stakeholders
- b) Identify a suitable launch platform of the new campaign
- c) Prepare a Campaign Calendar based on destinations / experience / states / places / different target markets for every quarter panned across the year aligning with the overall vision and objectives.
- d) Conceptualize and develop a promotional strategy across various platforms and formats.

I. Campaign Planning & Implementation

- a. The Agency shall be required to plan, create campaigns, and disseminate information for marketing and promoting BiharTourism as a brand, tourism-related events and state boards via different narratives using creatives and mini campaigns.

- b. From dissemination and recall perspective, the creation of campaigns shall be planned basis topical trends and/or key announcements/initiatives made by the department
- c. The Agency shall create mini campaigns for target audiences

- II. **Campaign effectiveness monitoring** - Once the campaign/s are live, the Agency shall also monitor their effectiveness, amplify, such as to ensure that the overall objectives are being achieved and ascertain the requirements of any modifications that may be necessary.

## 5.2 General Terms and Conditions

- I. The Agency shall depute 2 persons at the department of Tourism, Bihar and shall engage / identify from their team a designated officer, who shall form the point of contact for all works under this mandate. The officer should have an experience in similar works for not less than 10 years. The Department of Tourism, Govt. of Bihar shall engage with this officer, on a regular basis and as per the requirements and he / she should be available for meeting Department of Tourism, Govt. of Bihar officials at Patna at a short notice
- II. The Agency shall be required to translate the creatives in Indian and international languages as desired by the Department of Tourism, Govt. of Bihar.
- III. The Agency shall be responsible for making sure that all relevant guidelines and resolutions of the Government announced from time to time, regarding the services being provided by it under this mandate are adhered to.
- IV. The Agency shall be responsible for coordination with other line agencies & departments
- V. The Agency shall maintain full confidentiality of the data provided to it or data generated while providing services. Under no circumstances will the Agency divulge / reveal / share such data for the purpose other than for meeting the Department of Tourism, Govt. of Bihar's requirements. Any violation of this confidentiality clause may result in termination of the Agreement in addition to all other remedies available under the Agreement.
- VI. The Agency shall at times indemnify and keep Department of Tourism, Govt. Of Bihar indemnified against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) or copyright issues while providing its services under this contract
- VII. The Agency shall be responsible for taking timely backups and submit the same to Department of Tourism, Govt. of Bihar periodically. The Agency shall submit all the raw footage, unedited photographs etc to Department of Tourism, Govt. of Bihar and the ownership of the same shall vest with Department of Tourism, Govt. of Bihar.
- VIII. In an event, a service in addition to, but related to the above scope is required, Department of Tourism, Govt. of Bihar at their discretion, shall seek a proposal for the same from the Selected Agency. In an event, both parties come to an agreement regarding the additional work and fee, the same shall be awarded to the Selected Agency, else, Department of Tourism, Govt. of Bihar may award to the works to another Agency, through a selection process as deemed fit by Department of Tourism, Govt. of Bihar

## 6. PROJECT DURATION

The project period will be **24 months** starting from the Actual Date of Work Started / Agreement and extendable for a further period of 12 months based on timely and satisfactory completion of



all tasks laid down in the Scope of Work and consistent with the requirements of Department of Tourism.

## 7. PAYMENT SCHEDULE

The Agency shall be paid as per the following milestones

Sr No.	Activities & Submission Stages	Percentage of Payment	Timelines (cumulative)
1	Submission of Tourism Branding & Communication Strategy including concept & proposal for Brand Ambassador for Bihar Tourism	10%	3 months
2	Submission of first set of TVCs (concept, script & rough cut) - Total No. 5	10%	5 months
	Submission of first set of print creatives for press – Total No. 10		
	Submission of - 20 high resolution images		
	Submission of - 2 radio jingles		
3	Submission of second set of TVCs (concept, script & rough cut) - Total No. 5	5%	7 months
	Submission of second set of print creatives for press – Total No. 10		
	Submission of - 20 high resolution images		
	Submission of - 2 radio jingles		
4	Submission of third set of TVCs (concept, script & rough cut) - Total No. 10	30%	10 months
	Submission of third set of print creatives for press – Total No. 20		
	Submission of - 40 high resolution images		
	Submission of - 4 radio jingles		
	Onboarding of Brand Ambassador for Bihar Tourism		
	Branding & Communication Strategy for Bihar Tourism in South East Asia and other countries		

5	Submission of forth set of TVCs (concept, script & rough cut) - Total No. 5	<b>15%</b>	15 months
	Submission of forth set of print creatives for press – Total No. 10		
	Submission of - 20 high resolution images		
	Submission of - 2 radio jingles		
6A	Submission of final approved creatives and campaign materials	<b>15%</b>	20 months
6B	Submission of all master files, source files and completion report	<b>15%</b>	24 months
<b>Total</b>		<b>100%</b>	

- The Agency shall conceptualize, design and produce the above-mentioned deliverables as following:
  - I. Production of **25 (twenty-five) television commercials**, each of a **duration of 60-120 seconds (with shorter edits)** for international / domestic market.
  - II. **Designing and production of 50 creatives** for the print (newspapers /other print publications) and digital media, on themes / subjects to be decided in consultation with the Bihar Tourism
  - III. **100 high resolution images (besides the photo used in 50 creatives)** mentioned in the point above, to be provided by the firm/ bidder on unseen/ lessor known aspects of Bihar. The shoot would have to be fresh
  - IV. **Production of 10 Radio Spots / Jingles of 60 sec. each with 30 sec. edit**, on themes that would be decided by the Department of Tourism as per the requirement. This would include concept creation, story writing, music, voice artist, recording, etc.

**Note:**

- I. All payments will be subject to TDS and any other statutory deductions
- II. The top authorities / Nodal Officer shall evaluate the performance of the Agency based on the quality of the services rendered as well as feedback received. The decision of the top authorities / Nodal Officer at Department of Tourism, Govt. of Bihar shall be binding in this regard.
- III. For all paid campaigns, Department of Tourism, Govt. of Bihar shall make payments to such parties directly. In an event, upon the directions of Department of Tourism, Govt. of Bihar, the Agency makes payments to such parties, a reimbursement as per actuals shall be made to the Agency.
- IV. In an event, a Celebrity is to be engaged for the TVCs, the agency shall facilitate and coordinate with the Celebrity. The payments for engagement of the Celebrity shall be borne by Department of Tourism, Govt. of Bihar as per actuals

- V. The Department of Tourism, Govt. of Bihar shall endeavor to give feedback, if any, on each submittal preferably within 15 days of the submission, after which the Consultant shall re-submit the revised reports and maps. Payments shall be released stage wise upon successful acceptance of the submittals at each stage by the Department of Tourism, Govt. of Bihar
- VI. 5% of the total bill amount from each bill shall be retained by the Department of Tourism, Govt. of Bihar ("Retention Moneys") and shall be released to the Consultant within 30 (thirty) days (without any interest) following the expiry or prior termination of this Agreement (other than on account of an event of default by the Consultant), as the case may be, provided that there are no outstanding claims of the Department of Tourism, Govt. of Bihar on the Consultant in terms hereof in which event amount of outstanding claims shall be appropriated from such retained amounts.

## **8. TERMINATION**

Department of Tourism, Government of Bihar may terminate the Contract of the agency or may initiate penal proceedings as per law of India, in case of the occurrence of any of the events specified below:

- I. If the Agency becomes insolvent or goes into compulsory liquidation.
- II. If the Agency, in the judgment of Department of Tourism, Government of Bihar has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- III. If the Agency submits to Department of Tourism, Government of Bihar a false statement which has a material effect on the rights, obligations or interests of Ministry of Tourism
- IV. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Department of Tourism, Government of Bihar
- V. If the Agency fails to provide the quality services as envisaged under this contract. Reasons for the same would be recorded in writing
- VI. In such an occurrence Department of Tourism, Government of Bihar shall give a written advance notice of 1 Month before initiating action.

## **9. FORCE MAJEURE**

Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, Pandemic, 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.

10. **ARBITRATION:** Venue of arbitration will be Patna and will be governed by provisions of the Indian Arbitration & Reconciliation Act.
11. **JURISDICTION:** The contract shall be governed by laws of India and all 23 Government rules on purchase matter issued from time to time and in force for the time being are-applicable to this contract tender.

#### 12. **Right of Rejection**

- a) Department of Tourism, Govt. of Bihar reserves the right to reject any or all Bids, to waive any informality in such Bids, to request new Bids, to revise the RFP prior to, and including, the pre-bid meeting date, to proceed to do the work otherwise, withdraw this RFP, not award the work, or not award a portion of work at any time.
- b) The receipt of bids shall not in any way, obligate the Department of Tourism, Govt. of Bihar to enter into an Agreement, or any other agreement of any kind with the Bidder. All submitted copies of the bids shall become the property of Department of Tourism, Govt. of Bihar.
- c) The bid will be rejected for award if it determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the project in question.
- d) A Bidder will be declared ineligible, either indefinitely or for a stated period of time, to be awarded a project if Department of Tourism, Govt. of Bihar at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, a project; and
- e) A Bidder may be declared ineligible and/or blacklisted from further bidding with Department of Tourism, Govt. of Bihar for a period as deemed fit by Department of Tourism, Govt. of Bihar, in case any misrepresentation of facts / details is found in the bid as submitted by them at any point of time.

#### 13. **Liquidated Damages and Penalties**

- a) Liquidated Damages for delay: In case of delay in submission of any deliverable, liquidated damages not exceeding an amount equal to 0.1% (zero-point one percent) of the Total Fee, per day, subject to a maximum of 2.5% (two-point five percent) of the Total Fee will be imposed

and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Agency, suitable extension of time shall be granted, without any penalty, on written request justifying the cause of such act.

- b) **Encashment and appropriation of Performance Security:** The Department of Tourism, Govt. of Bihar shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Agency in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.
- c) **Penalty for deficiency in Services:** In addition to the liquidated damages not amounting to penalty, as specified in this Clause, warning may be issued to the Agency for minor deficiencies

on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Department of Tourism, Govt. of Bihar, other penal action including debarring for a specified period may also be initiated as per the policy of the Department of Tourism, Govt. of Bihar. If major deficiency of significant nature in the services is observed, an additional levy of penalty up to a maximum of 5% of the Total Fee shall be made on the Agency. In this regard, the decision of Department of Tourism, Govt. of Bihar will be final and binding

**Technical Bid Forms****Technical Submission Checklist**

Bids must be accompanied with the following documents

Sr No.	Enclosures to the Bid	Status (Submitted / Not Submitted)	Page Number
<b>Envelope -1</b>			
1	Bid Processing Fee & Earnest Money Deposit		
<b>Envelope -2</b>			
2	Technical Bid Submission Form (As per Form 1)		
3	Power of Attorney for Authorized Representative (As per Form 2)		
4	Financial Summary of the Bidder (As per the Form 3)		
5	Audited Balance Sheet, Profit and Loss Statements and Annual Reports		
6	Letter of Undertaking (As per Form 4)		
7	A copy of Registration / Incorporation certificate of Bidder		
8	A copy of PAN of Bidder		
9	A copy of Tax Registrations of Bidder		
10	Experience details of the Bidder (As per Form 5)		
11	Scanned copy of the documents in a Pen drive		

**FORM 1: LETTER OF SUBMISSION**

(On the letterhead of the bidder)

To,  
Director,  
Department of Tourism,  
Government of Bihar, Old  
Secretariat, Patna-800015

Sir,

**Ref: - RFP for Selection of a Branding and Creative Agency for Bihar Tourism**

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

We hereby agree and undertake as under:

- a. 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.
- b. This Proposal is valid till ----- (At least 6 Months/ 180 days from the Proposal Due Date). Please find enclosed herein with the Proposal the Demand Draft bearing number ----- for Rs. 5,000/- (Rupees Five Thousand only) drawn in favor of the 'Director Tourism' payable at Patna dated this .....day of..... 2026. towards the 'RFP Cost' and Demand Draft bearing number ----- for Rs. 30,00,000/- (Rupees Thirty Lakhs only) drawn in favor of the 'Director Tourism' payable at Patna towards the 'Bid Security Amount', dated this .....day of..... 2026.
- c. That as on the date of submission of this tender, there is no blacklisting order that bars us from working with any Government Agency / Department on account of deficiency in service.
- d. We agree to abide by this Bid for a period of 180 (one hundred and eighty) days from the Bid Due Date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- e. In the event of our Bid being accepted, we agree to enter into a formal Agreement with the Department of Tourism, Govt. of Bihar, incorporating the conditions of the Bid including the addendum, if issued.
- f. We agree that if we fail to fulfil any of the conditions mentioned at RFP (or any subsequent modification / addendum / corrigendum), Department of Tourism, Govt. of Bihar has the right to forfeit the Bid Security being furnished by us along with this Bid.
- g. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in

our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects.

- h. We understand that Department of Tourism, Govt. of Bihar is not bound to accept any or all Bids it may receive.
- i. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Agency.
- j. We do also certify that all the statements made and / or any information provided in our Bid are true and correct and complete in all aspects.
- k. We declare that in the event that Department of Tourism, Govt. of Bihar discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.
- l. If negotiations are held during the period of validity of the Bid, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from negotiations
- m. We understand you are not bound to accept any Bid you receive.
- n. Our organization details are as follows

Sr No.	Particulars	Details
1.	Basic Information of Bidder	
a.	Name of Firm	
b.	Country of incorporation	
c.	Address of the corporate headquarters and its branch office(s), if any, in India	
d.	Date of incorporation and / or commencement of business	
e.	Bidder is a Private / Public Limited Company / Proprietorship or Partnership Firm (including LLP) Please give details & enclose relevant papers / certificates	
f.	Details of Income Tax Registration (Enclose PAN / GST Details)	
g.	Ownership of the Organization (List of stakeholders / members who own 10% or more stocks & their interest in the company	1. 2. 3.



## Selection of a Branding and Creative Agency for Bihar Tourism

	List of Current Directors	
	Other key management personnel	
2.	Brief description of the Company including details of its main lines of business.	
3.	Details of individual who will serve as the point of contact/ communication within the Company: a) Name b) Designation c) Address d) Telephone Number / Mobile e) E-Mail Address	

Name of the Bidder

Date: -

Signature of Authorized Signatory

## Form 2: Format for Power of Attorney for Authorized Representative

(on requisite stamp paper)

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son / daughter / wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for and selection as an Agency for [name of Project], by the Department of Tourism, Govt. of Bihar including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Department of Tourism, Govt. of Bihar, representing us in all matters before the Department of Tourism, Govt. of Bihar, signing and execution of all Agreement and undertakings consequent to acceptance of our bid and generally dealing with the Department of Tourism, Govt. of Bihar in all matters in connection with or relating to or arising out of our bid for the said Project and / or upon award thereof to us until the entering into of the Agreement with the Department of Tourism, Govt. of Bihar.

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

IN WITNESS WHEREOF WE, [name of the Bidder], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in “YYYY” format].

For [name and registered address of organization] [Signature]

### [Name] [Designation] Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness] Accepted

### Notes:

- 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 seal affixed in accordance with the required procedure.
- 2 Wherever required, the Bidder should submit for verification the extract of the charter documents and other 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.
- 3 For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

**Form-3 Format for Financial Summary of the Bidder****(On the letterhead of the Chartered Accountant or Statutory Auditor)****Average Annual Turnover of the Bidder**

Sr NO.	Financial Year	Standalone Annual Turnover (exclusive of GST in INR)
1	FY 2022-23	
2	FY 2023-24	
3	FY 2024-25	
	(Average Annual Turnover)	[indicate sum of above divided by 3]

Note: Bidders are required to provide data for last three years ending 31st March 2025. Audited Balance Sheets are also required to be submitted for the same.

**Unique Document Identification Number (UDIN):**

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

Name of the Statutory Auditor \_\_\_\_\_

Membership no \_\_\_\_\_

Designation \_\_\_\_\_

Name of the Audit Firm \_\_\_\_\_

FRN \_\_\_\_\_

Seal of the firm)


Date

Note:

- Any withdrawal / revoking / change in the UDIN, leading to material implications may render the bid invalid.
- The Bidder shall submit audited annual reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) in support of the financial data duly certified by statutory auditor/s. In case, company does not have statutory auditor/s, it shall be certified by the chartered accountant that ordinarily audits the annual financials of the company.
- The Document as furnished above shall be verified online through the UDIN and the Balance Sheets. Bidders are advised to ensure that the details as per this form are reproduced online accurately. A sample format of the UDIN when verified online is placed at Form 3(a)

**Form 3(a): Sample Format for uploading details in UDIN**

[This is a sample format only. The Bidder are advised to share this with their CA / Statutory Auditor such that the details under various heads are entered accordingly and the UDIN when verified online matches with the details furnished by the Bidder in Format 3(a)]



## The Institute of Chartered Accountants of India

(Set up by an Act of Parliament)

Unique Document Identification Number(UDIN) for Practicing Chartered Accountants

[Home](#) [About Us](#) [Members Registration](#) [Forgot Password](#) [Verify UDIN](#) [Helpdesk](#) [FAQs](#) [PD Portal](#)

[Video/Webcast](#) [Contact Us](#)

DOCUMENT DETAILS	
Verification Date/Time:	NA
UDIN Generation Date/Time:	
Unique Document Identification Number (UDIN):	To be generated by CA / Statutory Auditor
Member Details:	Name of the CA / Statutory Auditor (registration number)
Firm Details:	
Document Type:	Certificate
Type of Certificate:	Turnover Certificate
Date of signing of Document:	
Figures/Particulars:	<b>Standalone Annual Turnover (in Rs. Crores), exclusive of taxes</b> <div style="margin-left: 40px;"> 1. FY 20XX-XX: _____  2. FY 20XX-XX: _____  3. FY 20XX-XX: _____ </div> <p style="margin-left: 40px;">(years as per the requirements of the tender)</p>
Document Description:	<b>Annual Turnover</b> (add name of the Bidder)
Status:	<b>Active</b>

**Form 4: Format for Letter of Undertaking**

**(on the letterhead of the Bidder)**

**Date**

To,  
Director,  
Department of Tourism, Government of  
Bihar, Old Secretariat, Patna-800015

Sir,

**Ref: - RFP for Selection of a Branding and Creative Agency for Bihar Tourism**

With reference to this tender, I/We confirm the following

1. **Declaration for Not Blacklisted:** I/We hereby confirm that our firm has not been banned or blacklisted by any government organization / Financial institution / Court / Public Sector Unit / Central Government / State Government as on the Bid submission Date.

We also undertake that in case of banning or blacklisting of our firm / agency, by any government organization / Financial institution / Court / Public sector Unit / Central Government / State Government after bid submission date but on or before the Bid Due Date, our bids will not be entertained for evaluation.

2. **Indemnity Undertaking:**

- a) I / We on behalf of our firm, hereby agree and undertake that I / We have understood all the rules, regulations, guidelines and procedures and all staff Technical & Non-Technical working on behalf of our firm will abide by all the rules, regulations, guidelines, and procedures.
- b) I / We also declare that our firm will be responsible for any safety violations / accident etc. in providing services as per the conditions of the Agreement. Department of Tourism, Govt. of Bihar will not be responsible in case of any accident / incident and will not compensate financially or otherwise. I / we hereby declare that I am / we are sole responsible on behalf of the firm for giving such declaration.

3. **Anti-Collusion Certificate:** I / We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or any other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirmed that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Bid.

- 4 History of Litigation: I / We hereby provide details / Information on any history of litigation or arbitration resulting from contracts in last five years or currently under execution / operation, which may have an impact on providing services under this tender

Year	Award for / or against bidder	Name of client	Litigation & Dispute Matter	Disputed Amount In Rs.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, YYYY

Name of the Bidder

Signature of the Authorized Signatory

Name of the Authorized Signatory

**Form 5: Format for Showcasing Experience****(to be submitted on the letterhead of the Bidder)**

<b>Sr No.</b>	<b>Name of the Project</b>	<b>Project Start Date and End Date / ongoing (DD/MM/YY to DD/MM/YY / ongoing)</b>	<b>Project Fee (Exclusive of taxes)</b>	<b>Client</b>
	<b>A. Government Clients</b>			
<b>1</b>				
<b>2</b>				
	<b>B. Private Clients</b>			
<b>3</b>				
<b>4</b>				

**Add rows as required**

*Note: Each project profile has to be duly supported by documentary evidence from the client side like Work Order, Agreement and Completion / Performance Certificate. Bidders are advised to highlight relevant sections of the documentary evidence for quick reference of the Department of Tourism, Govt. of Bihar. Projects without evidence may be rejected. Only eligible projects (as per terms & conditions as provided in RFP) shall be considered for marking.*

*In an event, the Bidder is unable to establish the tax component in the project fee with adequate documents from the client's side, the Department of Tourism, Govt. of Bihar shall be at the liberty of deducting 18% from the same.*

**Form-6 –: FORMAT FOR FINANCIAL PROPOSAL**

(On the letter head of the bidder)

Date: -

To,  
Director,  
Department of Tourism, Government of  
Bihar, Old Secretariat, Patna-800015

Sir,

**Ref: - RFP for Selection of Branding & Creative Agency for Bihar Tourism**

We are pleased to quote the fee as below. We have reviewed all the terms and conditions of the 'Request for Proposal' 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.

Our Financial Quote for the Selection of Creative Agency for Bihar Tourism, Patna is INR (in figures) \_\_\_\_\_ (INR in Rupees). This amount includes all charges and taxes but is **exclusive of GST** which shall be payable at prevailing rates.

We abide by the above offer/quote and terms condition of the RFP, if the Department of Tourism Bihar selects us as the Selected Bidder/Agency. If our offer is accepted and if we fail to perform in the manner as specified in the RFP Document, the amount of Bid Security, as aforesaid, shall stand absolutely forfeited to the Department of Tourism, Bihar without prejudicing the rights of the Department of Tourism, Bihar to proceed further in any manner it deems fit. Until a formal Agreement is prepared and executed between us, this bid, together with your LOI, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid that you may receive. We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental or otherwise, as a result of which our bid is found to be nonresponsive, will be sufficient for the Department of Tourism, Bihar to reject our bid and forfeit our bid security in full.

Sincerely,

Name

Name of the Firm/Agency

Designation and Address

Mobile and Email

**Signature of the applicant/ Authorized  
Representative of Agency with Seal/Stamp**



**Form – 6.1: RATE CARD FOR CREATIVE DESIGN**

S. No	Creative	Amount (A)	Multiplication Factor (B)	Total Annual Amount in INR
1	Overall Branding and Communications Strategy” including roadmap and roll out plan, onboarding of Brand Ambassador for Bihar Tourism.		1	
2	Television commercials, each of a duration of 60-120 seconds (with shorter edits)		25	
3	Designing and production of creatives for the print		50	
4	High resolution images		100	
5	Radio Spots / Jingles of 60 sec. each with 30 sec. edit		10	
	Total			

**Note:**

- The fee being quoted should be inclusive of all taxes, other than GST, which shall be paid separately for each payment being made to the Agency.
- GST shall be paid by the Department of Tourism at prevailing rates.

**Form 7: Format for Bank Guarantee for Earnest Money Deposit**

(On Requisite Stamp Paper)

To  
Director Tourism  
Tourism Directorate  
Department of Tourism, Government of Bihar  
Main Secretariat, Patna - 800015

Whereas ....., having its registered office at ..... (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP No: ..... dated:.....for ..... (hereinafter called "the Bid") to Department of Tourism, Government of Bihar.

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the Department of Tourism Government of Bihar hereinafter called "the Purchaser") in the sum of INR XXXXXXXXX- (Rupees ..... only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form;  
or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
  - (a) Withdraws his participation from the bid during the period of validity of bid document; or
  - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to..... and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed INR ...../- (Rupees ..... only)
- II. This Bank Guarantee shall be valid up to .....
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before ..... failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date

**Form 8: Format for Bank Guarantee**

(On Requisite Stamp Paper)

To

Director Tourism

Tourism Directorate

Department of Tourism, Government of Bihar

Main Secretariat, Patna - 800015

In consideration of Director, Tourism Directorate, Department of Tourism, Government of Bihar having awarded to M/s ....., having its office at (hereinafter referred as the "Agency" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Department of Tourism, Govt. of Bihar's Letter of Intent number \_\_\_\_\_ dated ..... for "..... for Bihar Tourism" valid up to \_\_\_\_\_, and the Agency having agreed to furnish a Bank Guarantee amounting to Rs ..... (Rupees ..... only).

1. We, (hereinafter referred to as the "Bank") at the request of the Agency do hereby undertake to pay to the Department of Tourism, Govt. of Bihar an amount not exceeding Rs ..... (Rupees ..... only) against any loss or damage caused to or suffered or would be caused to or suffered by the Department of Tourism, Govt. of Bihar by reason of any breach by the said Agency of any of the terms or conditions during the period of empanelment.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Department of Tourism, Govt. of Bihar stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Department of Tourism, Govt. of Bihar by reason of breach by the said Agency of any of the terms or conditions contained in the RFP or by reason of the Agency's failure to perform the tasks contained in the RFP. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees ..... only).
3. We, (indicate the name of Bank) undertake to pay to the Department of Tourism, Govt. of Bihar any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Agency shall

have no claim against us for making such payment.

4. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance under this assignment and that it shall continue to be enforceable till all the dues of the Department of Tourism, Govt. of Bihar under or by virtue of the said assignment have been fully paid and its claims satisfied or discharged or till the Department of Tourism, Govt. of Bihar certifies that the terms and conditions of the said assignment have been fully and properly carried out by the said Agency and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) further agree with the Department of Tourism, Govt. of Bihar that the Department of Tourism, Govt. of Bihar shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said empanelment or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department of Tourism, Govt. of Bihar against the said Agency and to forbear or enforce any of the terms and conditions relating to the said empanelment and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, act or omission on the part of the Department of Tourism, Govt. of Bihar or any indulgence by the Department of Tourism, Govt. of Bihar to the said Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Agency(s).
7. We,..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Department of Tourism, Govt. of Bihar in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... (Rupees ..... ) only. The Bank shall be liable to pay the said amount or any part thereof only if the Department of Tourism, Govt. of Bihar serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\* (indicate date falling 180 days after the end of assignment period)].

For.....

Name of Bank:

Seal of the Bank:

Dated, the ..... day of , 2026

(Signature, name and designation of the authorized signatory)

NOTES:

- I. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- II. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.