

**Department of Tourism
Government of Rajasthan**

'Paryatan Bhawan', Opp. Vidhayakpuri Police Station, Sanjay Marg, M.I. Road, Jaipur
www.tourism.rajasthan.gov.in, email – mktg-dot@rajasthan.gov.in
0141-2822807/838

No. F3() Advt. /DT/PR /2022 / 3993

Date: 03/06/2022

E-Bid No. 174...03/06/2022

E-Bid from Agencies for Public Relations and Media Coordination Work for Rajasthan Tourism

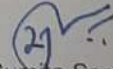
E-Bids are invited from eligible and reputed agencies for selection of a suitable PR agency for the Department of Tourism, Govt. of Rajasthan, as per schedule given below: -

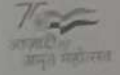
S.N.	Name of Work	E-bid invited from	Estimated cost of work for two years	Bid Security	release of Bid Advt.	Time & last date for submission of bid document	Time and date for opening of technical bid
1.	PR and Media coordination work for Rajasthan Tourism for two years	Reputed PR firms	Rs. 75 Lakhs	2% of the bid value i.e. Rs. 1.50 Lakhs	03/06/2022	up to 12.00 Noon on 22/06/2022	3.00 PM on 22/6/2022

The E Bid form can be downloaded from www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in (e-procurement portal of the State Government) and www.tourism.rajasthan.gov.in. Duly filled bids can be submitted online latest by 22/06/2022 by 12:00 Noon. E-Bid processing fee of Rs. 1000/- (non-refundable) in favour of MD, RISL, Jaipur and Bid document fee of Rs. 1000/- (non-refundable) in favour of Director, Department of Tourism, Rajasthan, Jaipur will have to be deposited through e-GRAS portal and submitted physically along with bid security i.e. 2% of the bid value i.e. Rs. 1.50 Lakhs through E-GRAS challan to the Department before last date and time of submission of bid.

Interested bidders eligible as per qualification criteria may submit their response to the Bid through e-procurement portal www.eproc.rajasthan.gov.in.

For any other information, you may contact Joint Director, Department of Tourism, Government of Rajasthan, Jaipur (Tel. No. 0141-2822807/838, Email – mktg-dot@rajasthan.gov.in). For any technical issues related to tender process, please contact ACP (Dy. Director), IT, Department of Tourism, Rajasthan, Jaipur on 0141-2822812 and email – acpdd-dot@rajasthan.gov.in
UBN No.....


(Sumita Saroch)
Joint Director (Marketing)



**Department of Tourism
Government of Rajasthan**

'Paryatan Bhawan', Opp. Vidhayakpuri Police Station, Sanjay Marg, M.I. Road, Jaipur
www.tourism.rajasthan.gov.in, email – mktg-dot@rajasthan.gov.in
0141-2822807/838

No. F3()Advt. /DT/PR /2022 / 3994

Date: 03/06/2022

The Director,
DIPR,
Jaipur

**Sub.: -Publication of E-Bid from Agencies for Public Relations and Media
Coordination Work for Rajasthan Tourism (NIB No. 134/03/06/2022)**

Sir,

Attached herewith is an online open competitive E-Bid from Agencies for Public Relations and Media Coordination Work for Rajasthan Tourism for publication in following newspapers.

1. One national level daily newspaper
2. One leading daily State level newspaper
3. Website of DIPR/SAMWAD
4. Notice Board

Yours Sincerely,

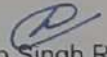

(Sumita Saroch)

Joint Director (Mktg.)

No. F3()Advt. /DT/PR /2022 / 3995-98.
Copy for information and necessary action to the following: -

Date: 03/06/2022

1. P.S. to Principal Secretary, Tourism, GoR
2. P.S. to Director, Tourism, GoR
3. ACP (Dy. Dir.), H.Q. Tourism to kindly upload the bid on e-procurement portal, SPPP and Dept. websites.
4. Notice Board


(Daleep Singh Rathore)
Deputy Director (Mktg.)

Draft Request for Proposal (RFP) Document

Selection of an Agency for Public Relation and Media Coordination Works for Rajasthan Tourism



RAJASTHAN

The Incredible State of India !

Department of Tourism Government of Rajasthan

“Paryatan Bhawan”, Sanjay Marg,
Opposite Vidhayakpuri Police Station
Jaipur – 302001, Rajasthan (India)
Phone: 0141-2822852, 2822807, 2822838
E-mail: cotraj@gmail.com, mktg-dot@rajasthan.gov.in

E-Bid No:
Date of Issue of Bid:
Late Date of Submission of Bid:

Disclaimer

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

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

Information provided in this RFP to the Bidder(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. DOT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DOT, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

DOT and its counterparts also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

DOT 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 DOT is bound to select a Bidder or to appoint the Selected Bidder or the Agency, as the case may be, for the Work and DOT reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

Bidder should read these terms & conditions carefully and comply strictly while submitting their Bids. If a Bidder has any doubt regarding the terms & conditions mentioned in the Bid, It should refer these to the Department of Tourism, Government of Rajasthan, Jaipur before submitting Bids and obtain clarifications. The decision of the Department of Tourism, Government of Rajasthan, Jaipur shall be final and binding on the Bidder.

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1. INTRODUCTION

1.1. Background

- 1.1.1. Rajasthan, the largest state of India is bestowed with natural beauty and rich heritage. Its architectural memoirs built with studied detail, effervescent colours, stunning handicrafts, glittering gems, vibrant towns, wildlife sanctuaries, cattle fairs, or pulsating festivities and touching hospitality are the major attractions for tourist. The state has many UNESCO world heritage sites besides a series of protected monuments.
- 1.1.2. Department of Tourism, Government of Rajasthan (“DOT” OR “**Department**”) is actively engaged in promoting and marketing Rajasthan in the domestic and international tourist market through its new brand positioning and media campaigns. In this context, the DOT has decided to select a reputed Public Relation (PR) firm/agency working in the field of PR & media coordination to assist the DOT in further amplifying the message with communication strategy and strengthen Brand Rajasthan through traditional and digital media coordination for the public at large, media and other key stakeholders.
- 1.1.3. Objective of this exercise is to select a reputed PR agency which will assist the Department of Tourism in promoting Rajasthan Tourism for the following:
- a) Defined PR activities and media coordination
 - b) Enhance strong brand identity and brand recall of Rajasthan Tourism through strategic dissemination of communication and its suitable positioning in public domain, media, stakeholders, influencers & opinion makers through effective content etc.
- 1.1.4. As a part of this endeavour, DOT has decided to carry out the bidding process for selection of an entity/agency (the “**Bidder**”) to whom the Public Relation and Media Coordination Work for Rajasthan Tourism (“**Work**”) may be awarded as per the terms of this RFP document (**detailed scope of work to be undertaken by Selected Bidder and key terms & conditions are enclosed at Annexure-1**).
- 1.1.5. The statements and explanations contained in this RFP document are intended to provide a better understanding to the Bidder about the subject matter of this RFP document and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the selected Bidder as set forth in this RFP document or the DOT’s rights to amend, alter, change, supplement or clarify the scope of work, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the RFP document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the DOT.
- 1.1.6. DOT shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the DOT pursuant to this RFP document, as modified, altered, amended and clarified from time to time by the DOT (collectively the “**RFP document**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).

1.2. Brief Description of Bidding Process

- 1.2.1. DOT has adopted a single-stage, two-part (Technical Bid and Financial Bid), open competitive e-bidding process as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013 through e-procurement system at www.eproc.rajasthan.gov.in (the “**Bidding Process**”) for selection of a Bidder for award of the Work.
- 1.2.2. Bidders are invited to submit their Bids (Technical Bid and Financial Bid separately) (the
- 1.2.3. “**Bid**”) for the Work in accordance with the provisions of the RFP document.

- 1.2.4. Bidders shall submit/upload their Technical Bid and Financial Bid in separate files at www.eproc.rajasthan.gov.in as per the provisions of this RFP document.
- 1.2.5. Bidder shall be selected through Quality Cost Based Selection (QCBS) method in which Technical Bid and Financial Bid shall be assigned weightage of 60% and 40% respectively. Detailed process of evaluation of Bids is given in Clause 3 of the RFP document.
- 1.2.6. Notwithstanding anything contained in this RFP document, the detailed terms specified in the Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 1.2.7. The provisions of RTPP Act, 2012 and RTPP Rules, 2013 thereto shall be applicable for this Bidding Process. Furthermore, in case of any inconsistency in any of the provisions of this RFP Document with the RTPP Act, 2012 and RTPP Rules, 2013 thereto, the later shall prevail.

1.3. Schedule of Bidding Process

- 1.3.1. DOT shall endeavour to adhere to the following schedule for Bidding:

S. N.	Event Description	Date
1	Availability of RFP Document	Document can be downloaded from: www.eproc.rajasthan.gov.in , www.sppp.rajasthan.gov.in
2	Start Date of Downloading RFP document	From: 03-06-2022
3	End Date of Downloading RFP document	Upto: 22-06-2022, 12:00 Noon
4	Date & Time of Pre-bid Queries	Written queries shall be submitted latest by 09-06-2022 on e-mail (mktg-dot@rajasthan.gov.in) OR in hard copy submitted to Joint Director (Marketing), Department of Tourism, Government of Rajasthan
5	Pre-bid Meeting	Date & Time: 10-06-2022, 03:00 PM Venue: Conference Hall, Department of Tourism, Government of Rajasthan Paryatan Bhawan, Sanjay Marg, Opposite Vidhyakpuri Police Station, M.I. Road, Jaipur
6	Department Response Queries to	13-06-2022
7	Mode of Submission of Bid	Online at e-Proc website (www.eproc.rajasthan.gov.in)
8	Start Date of Online Submission of Bid	From: 03-06-2022

S. N.	Event Description	Date
9	Last Date of Online Submission of Bid (Bid Due Date)	Upto: 22-06-2022, 12:00 Noon
10	Submission of RISL Fees Processing Fee, Tender Fee & Bid Security	Upto: 22-06-2022, 12:00 Noon Venue: Office of the Joint Director (Marketing), Department of Tourism, Government of Rajasthan
11	Date, Time and Venue of Technical Bid Opening	22-06-2022, 03:00 PM Venue: Office of the Joint Director (Marketing), Department of Tourism, Government of Rajasthan
12	Date, Time and Venue of Financial Bid Opening	Shall be intimated to the Technically Qualified Bidders at appropriate time
13	Issue of Letter of Award (LOA) to Selected Bidder	Shall be intimated to the selected Bidder at appropriate time
14	Bid Document Fee	Rs. 1000/- through E-grass challan Budget Head Name – 0075-00-800-52-01 – निविदा प्रपत्र शुल्क
15	Bid Processing Fee	Rs. 1000/- through E-grass challan Budget Head Name – 8658-00-102-16-01-RISL FEES
16	Bid Security	2% of bid value i.e. Rs 1.50 Lakhs through e-GRAS challan Budget Head Name – प्रतिभूति राशि (8443-00-103-00-00)

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

2. INSTRUCTIONS TO BIDDERS

A. General

2.1. Scope of Bid

2.1.1. DOT wishes to receive Bids for selection of a Bidder to whom the Work may be awarded as per the provisions of the RFP document.

2.2. Minimum Eligibility Criteria

S. N.	Particulars	Documents Required
a)	Eligible Entities	
	Bidder must be a legally recognized business entity in India and operating in in PR and media coordination sector at least for last 5 years preceding to the Bid Due Date. Consortium is not allowed.	<ul style="list-style-type: none"> Certified copy of certification of registration/ incorporation as applicable to legal status and other details viz. GST registration number, PAN number and EPF registration number as per Tech Form-2
b)	Financial Eligibility	
	Bidder must have minimum average annual turnover of Rs. 1.00 Crore from PR business during last 3 financial years (2018-19, 2019-20 and 2020-21)	<ul style="list-style-type: none"> Certificate specifying average annual turnover of last 3 financial years (2018-19, 2019-20 and 2020-21) in the format specified in Bid Forms (Tech Form-6) duly certified by the chartered accountant with Unique Document Identification Number (UDIN) on the Certificate. Bidder shall also submit audited financial accounts of financial year (2018-19, 2019-20 and 2020-21)
c)	Technical Eligibility	
(i)	<p>Bidders working in 360-degree PR can only submit their bids. 360-degree PR activities includes all forms of PR and media coordination works which includes but not limited to Press Releases, Press Interviews, Media Meetings, Featured Article placement in print/online media, regional media coverage, TV coverage, press conference, media briefing, develop message content, profile/portfolio of journalists, talking points, FAQs, contributory articles, infographics, impact analysis of PR activities etc.)</p> <p>Note: <u>Those who are working only in digital PR field are not eligible for bidding.</u></p>	<p>Details of completed PR works in the format specified in Bid Forms (Tech Form-7) along with supporting documents/ evidences including work order/ purchase order, completion certificate from the client.</p>

S. N.	Particulars	Documents Required
	Bidder must have successfully completed at least 1 PR work for Government entity/ corporate client having minimum value of Rs. 50.00 Lakhs in any of the last 5 years (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21)	
(iii)	Bidder must have undertaken at least 2 case studies of major PR works done, these studies should clearly show tangible positive impact generated after work. Case studies related to Government/ corporate/ tourism/ hospitality & travel sector is preferable. Case studies should be backed up by proof and analytics).	Details of the case studies (along with complete documentation) in the format specified in Bid Forms (Tech Form-8) along with supporting documents
(iv)	Bidder must have either its own offices in key markets abroad or partnership/affiliations besides having its own offices/ partnership/ affiliations in India in 4 metros.	Details of offices (region/country wise or foreign affiliates, etc.) in the format specified in Bid Forms (Tech Form-9)

2.3. General Condition for Bidders

- 2.3.1. Bidder shall be required to submit its Bid containing all details as required in **Bid Forms (Tech Form and Fin Form)**.
- 2.3.2. A Bidder shall, in the last 3 years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project/work or contract nor have had any contract terminated for breach by such bidder.
- 2.3.3. A Bidder shall not have a conflict of Interest (the **“Conflict of Interest”**) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. The Events of Conflict of Interest of a Bidder are given in Clause 6.2.
- 2.3.4. DOT reserves the right to contact the Bidder, their bankers, their consultants, their clients and other such sources for verifying the information, references and data submitted by the Bidder in the Bid including the supporting documents/evidences/ certificates submitted by the Bidder(s) as required in the Bid, without further reference to the Bidder(s).
- 2.3.5. Failure by the Bidder to provide all requisite information in the Bid or additional information required by the DOT shall be at the Bidders’ sole risk and cost and may impact evaluation of the Technical Bid and/or Financial Bid besides leading to rejection of Bid as being non-responsive.
- 2.3.6. DOT shall be fully entitled to disqualify any Bidder from Bidding Process for any reasons whatsoever including but not limited to the following:
 - a) failure to submit the requisite information and additional documents, based on which bidder has claimed Financial Eligibility/Technical Eligibility, within the required timeframe sought by the DOT for evaluation of the Bid;
 - b) willful misrepresentation in any document submitted by the Bidder;
 - c) if a Bidder submits more than one Bid;

- d) the information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation or was materially inaccurate or incomplete;
- e) If a Bidder submits a non-responsive or qualified or conditional Bid;
- f) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 5 of this RFP document;
- g) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by the Bidder from time to time;
- h) Any other conditions for which forfeiture of Bid Security has been provided under this RFP.

2.3.7. In the event DOT disqualifies any Bidder under Clause 2.3.6 hereinabove, the DOT may forfeit the Bid Security of such disqualified Bidder.

2.3.8. Any attempts or efforts by a Bidder to influence the processing or evaluation of Bids or decision making process of the DOT or any officer, agent or advisor thereof, may result in the rejection of such Bidder's Bid. In the event of rejection of Bid in pursuance of this provision, the Bid Security of the concerned Bidder shall be forfeited by the DOT at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regard.

2.4. Payments/Fees with the Bid

2.4.1. In terms of this RFP document, a Bidder shall be required to submit the following for RISL Processing Fee, Tender Fee and Bid Security along with submission of its online Bid at www.eproc.rajasthan.gov.in.

Description Fee	Amount	Mode of Payment and Payable to
RISL Processing Fee	Rs. 1,000/-	through E-grass challan Budget Head Name – 8658-00-102-16-01-RISL FEES
Tender Fee	Rs. 1,000/-	through E-grass challan Budget Head Name - 0075-00-800-52-01 - निविदा प्रपत्र शुल्क
Bid Security	Rs. 1.50 Lakhs	through e-GRAS challan Budget Head Name - प्रतिभूति राशि (8443-00-103-00-00)

2.4.2. Scanned copy of the DD/BC/e-grass receipt (as applicable) for above payments/fee shall be uploaded on www.eproc.rajasthan.gov.in along with the submission of Technical Bid. Original DDs/ Bank Guarantee shall be submitted physically to the DOT on date, time and venue as given in Schedule of Bidding Process at Clause 1.3.

2.4.3. The Bid shall be summarily rejected if it is not accompanied by the RISL Processing Fee, Tender Fee and Bid Security.

2.4.4. Bid Security of ineligible Bidder(s) shall be returned by the DOT without any interest as promptly as possible after signing of Agreement with the selected Bidder or when the Bidding process is cancelled by the DOT.

2.4.5. The Bid Security of the Selected Bidder shall be released without any interest on receipt of Performance Security from it, in accordance with the provisions of the LOA/ Agreement.

- 2.4.6. The Bid Security shall be forfeited by the DOT, at its sole discretion in the following cases:
- a) if the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - b) the Bidder withdraws/modifies/substitutes its Bid during Bid Validity Period, including any extension thereof;
 - c) in case of a Selected Bidder, if it fails to sign the Agreement or fails to furnish the required Performance Security to the DOT within the time specified herein and in the Letter of Award (LOA)/ Work Order or fails to sign and return a duplicate copy of the LOA/ Work Order with its acknowledgement within 7 days of issue thereof;
 - d) in case the Bid of the Bidder is determined as being non-responsive due to its being “**Conditional**” or for any other reason, in the opinion of DOT;
 - e) if the Bidder refuses to accept the correction of errors in its Bid;
 - f) any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP.
- 2.4.7. DOT shall return the Bid Security after the earliest of the following events, namely:
- a) the expiry of Bid Validity Period; or
 - b) the execution of Agreement with the selected Bidder; or
 - c) the cancellation/termination of Bidding Process for any reason whatsoever.
- 2.5. Bid Validity Period**
- 2.5.1. The Bid shall remain valid for a period not less than 90 days from the Bid Due Date (the “**Bid Validity Period**”). DOT reserves the right to reject any Bid which does not meet this requirement.
- 2.5.2. Extension of Bid Validity Period
- a) Prior to the expiry of Bid Validity Period, DOT, may request Bidders to extend the period of validity of their Bids for specified additional period. The request for extension shall be made in writing. A Bidder’s refusal for such extension shall be treated as withdrawal of the Bid and in such circumstance the Bid Security shall be returned to the Bidder.
 - b) Bidders who agree for extension of Bid Validity Period, shall be required to extend the validity of their Bid Security/ or provide fresh Bid Security (as applicable) in conformity with this Clause.
 - c) When an extension of the Bid Validity Period is requested, Bidder(s) shall not be permitted to change the terms and conditions of their Bid(s).
- 2.6. Number of Bids and Cost thereof**
- 2.6.1. No Bidder shall submit more than 1 Bid for the Work in response to the RFP document. Any Bidder who submits more than 1 Bid for the same Work shall be disqualified.
- 2.6.2. Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. DOT shall not be responsible or in way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 2.7. Acknowledgement by Bidder**
- 2.7.1. It shall be deemed that by submitting the Bid, the Bidder has:
- a) made a complete and careful examination of the RFP document including but not limited to (i) Scope of Work defined in Annexure-1 to RFP document, etc;

- b) accepted the risk of inadequacy, errors or mistake in the information provided in the RFP document or furnished by or on behalf of DOT relating to any of the matters referred to in Clause 2.7.1 herein; and
 - c) agreed to be bound by the undertakings provided by it under and in terms hereof
- 2.7.2. DOT shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP document or the Bidding Process, including any error or mistake therein or for any information or data given by the DOT.
- 2.8. Right to Accept or Reject any or all Bids**
- 2.8.1. Notwithstanding anything contained in this RFP document, the DOT reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligations for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the DOT rejects or annuls all the Bids, it may, in its discretion, invite all the participating Bidders to submit fresh Bids hereunder.
- 2.8.2. DOT reserves the right to reject any Bid if:
- a) at any time, a material misrepresentation is made or uncovered, or
 - b) Bidder does not provide, within the time specified by the DOT, the supplemental information sought by the Bidder for evaluation of the Bidder.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof including any of the Eligibility Criteria conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any material incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of Letter of Award (LOA)/Work Order or entering into the Agreement, and if the Bidder has already been issued the LOA/Work Order or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained herein or in this RFP document, be liable to be terminated, by communication in writing by the DOT to the Bidder, without DOT being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the DOT may have under this RFP document and the Agreement or under applicable law. In such case, the DOT shall have right to forfeit the Bid Security/ or the Performance Security, as the case may be, or any other sum of the Agency available with the DOT. DOT reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP document anytime after the submission by the Bidder and till the subsistence of the Agreement. Any such verification or lack of such verification by the DOT shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the DOT.

2.9. Communication between the Bidders and the DOT

- 2.9.1. All communications to the DOT, in the context of this RFP document and related issues, unless specified otherwise, shall be addressed to;

Joint Director (Marketing)
Department of Tourism, Government of Rajasthan
"Paryatan Bhawan", Sanjay Marg,
Opposite Vidhayakpuri Police Station
Jaipur – 302001, Rajasthan (India)
Phone: 0141-2822852, 2822838, 2822807
E-mail: mktg-dot@rajasthan.gov.in

- 2.9.2. All communications to the Bidders shall be sent to the designated person/representative of the prospective Bidder at the address mentioned in the covering/forwarding letter of its Bid, as addressed to the DOT unless the DOT is advised otherwise by the concerned prospective Bidder.
- 2.9.3. DOT shall not entertain or enter into any correspondence (written or oral) with the Bidders except where the DOT seeks clarification from prospective Bidder or where a prospective Bidder seeks clarification from the DOT in writing before submission of Bid, whereupon the DOT may provide written clarifications.

B. RFP Document

2.10. Availability of RFP Document

- 2.10.1. The RFP document (in PDF format) shall be available on www.eproc.rajasthan.gov.in and www.sppp.rajasthan.gov.in during the period mentioned in Schedule of Bidding Process at Clause 1.3.
- 2.10.2. Prospective Bidders can download the RFP document from the above websites but shall be required to remit the cost of RFP document (Tender Fee) in the manner and form as prescribed in Clause 2.4.1.

2.11. Pre-bid Meeting

- 2.11.1. A pre-bid meeting shall be held on the date, time and venue mentioned in Clause 1.3 (Schedule of Bidding Process) to clarify and discuss any provisions or requirements related to this RFP document. All interested parties can participate in the Pre-bid Meeting.
- 2.11.2. All queries to be raised in the Pre-Bid meeting shall be submitted in writing to the Authority before the scheduled date as mentioned in Clause 1.3 (Schedule of Bidding Process). Written queries shall be submitted at the address given in Clause 1.3 or e-mailed at mktg-dot@rajasthan.gov.in in the following format:

S. N.	Reference Clause of RFP	Subject/Title	Query/ Clarification Sought

- 2.11.3. DOT shall endeavour to respond the written queries received from the prospective Bidders. However, the DOT reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the DOT to respond to any query or to provide any clarification.
- 2.11.4. Responses to Pre-bid queries, amendments/ clarifications, if any, in the RFP Document shall be uploaded on www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in.
- 2.11.5. Verbal clarifications and information given by the DOT, or its employees or representatives advisors/consultants shall not in any way or manner be binding on the DOT.

2.12. Amendment in the RFP Document

- 2.12.1. At any time prior to the Bid Due Date, the DOT may for any reason, whether on its own initiative or as a result of a response to written queries, modify the RFP document/extend Bid Due Date by issuing an “**Addendum/Corrigendum**”. Any modification of the RFP document shall be made by the DOT exclusively through the issue of Addendum/Corrigendum.
- 2.12.2. Addendum/Corrigendum shall be notified on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in. Such Addendum shall become part of the RFP document.

C. Preparation & Submission of Bid**2.13. Language of the Bid**

- 2.13.1. The Bid and related documents to the Bid and all correspondence exchanged between Bidder(s) and the DOT shall be in English language. Supporting documents and printed literature furnished by the Bidder(s) in another language shall be accepted provided they are accompanied with accurate translation of the relevant passages in the English language. Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.14. Format and Signing of the Bid

- 2.14.1. Bidder shall provide all the information sought under this RFP document.
- 2.14.2. Bidder shall submit their Bids in accordance with the provisions set forth in this RFP document. In order to enable consistency among Bids and to facilitate smooth evaluation by the DOT, some formats in which the Bidders shall provide information/data comprising Bids are given in this RFP document. The DOT shall evaluate only those Bids that are received in the required format complete in all respects and in line with the instructions contained in this RFP document.
- 2.14.3. The Technical Bid shall be signed and stamped on each page initialed by a person duly authorised to sign on behalf of Bidder holding Power of Attorney, as per the format as specified in **Bid Forms (Tech Form-3)**. The Technical Bid shall be in PDF format with all pages numbered serially along with an index. The PDF format shall be uploaded on the website as provided in this RFP.
- 2.14.4. The Financial Bid shall be submitted in the format as specified in **Bid Forms (FIN Form-1 OR BOQ)**.
- 2.14.5. Any corrections in the Technical Bid such as interlineations, erasures or overwriting shall be valid only if they are signed and stamped by a person duly authorized to sign on behalf of Bidder.
- 2.14.6. A single stage two-part (Technical Bid and Financial Bid) system shall be followed for the Bid as outlined below:
- (i) Technical Bid, including Fee details (Tender Fee, RISL Processing Fee and Bid Security) in PDF format
 - (ii) Financial Bid in MS-Excel format

2.14.7. Technical Bid (the “**Technical Bid**”) shall consist of the following documents:

S. N.	Document Type	Document Format
1	Letter of the Bid	as per the format specified at Tech Form-1 (in PDF Format)
2	Tender Fee	Scanned copy of e-GRAS challan (in PDF Format)
3	RISL Processing Fee	Scanned copy of e-GRAS challan (in PDF Format)
4	Bid Security	Scanned copy of e-GRAS challan (in PDF Format)
5	Details of Bidder	as per the format specified at Tech Form-2 (in PDF format)
6	Certified copy of Certificate of registration/ incorporation as applicable to legal status of the Bidder	Scanned copy of documents (in PDF format)
7	Power of Attorney for Signing DOT	as per the format specified at Tech Form-3 (in PDF format)
8	Self-Declaration - No Blacklisting	as per the format specified at Tech Form-4 (in PDF format)
9	Anti-Collusion Certificate	as per the format specified at Tech Form-5 (in PDF format)
10	Financial Eligibility	as per the format specified at Tech Form-6 (in PDF format)
11	Technical Eligibility	as per the format specified at Tech Form-7 (in PDF format)
13	Details of Case Studies of PR Works undertaken by Bidder	as per the format specified at Tech Form-8 (in PDF format)
14	Details of Bidder's Own/ Partner's/Affiliates Offices in India and Abroad	as per the format specified at Tech Form-9 (in PDF format)

2.14.8. Financial Bid (the “**Financial Bid**”) shall consist of the following document:

S. N.	Document Type	Document Format
1	Financial Bid	As per as per the format specified at FIN Form-1 OR BOQ (format available at www.eproc.rajasthan.gov.in)

2.15. Submission of Bid

2.15.1. Bid shall be submitted in two separate files i.e. (i) Technical Bid (in PDF format) and (ii) Financial Bid (in MS-Excel format). Technical Bid and Financial Bid shall contain all documents/information as set forth in this RFP document and in the format and manner as detailed in Clauses 2.15.7.

2.15.2. Bid shall be submitted/ uploaded online on www.eproc.rajasthan.gov.in only. Bidders must register on www.eproc.rajasthan.gov.in (Bidders already registered www.eproc.rajasthan.gov.in before 30-09-2011 must register again). Bidders are advised to refer to the orders issued by the Finance Department, GoR vide F.1(1)FD/GF&AR/2007 (Circular No. 19/2011) dated 30.09.2011 for getting acquainted with e-tendering process.

2.15.3. To participate in online Bidding Process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their Bids. Bidders can procure the same from any Controller of Certifying Authorities (CCA) approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

2.15.4. Bidders are also advised to refer "Bidders Manual Kit" available at e-procurement website for further details about the e-Tendering process.

2.15.5. Training for the Bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.

Contact No.: 0141-4022688 (Help desk 10 am to 6 pm on all working days)

E-mail: eproc@rajasthan.gov.in

2.15.6. Bid (Technical Bid and Financial Bid) submitted/uploaded on www.eproc.rajasthan.gov.in shall be digitally signed with DSC of the Authorised Signatory.

2.15.7. After submission of Bid on www.eproc.rajasthan.gov.in the Bidders shall submit original Demand Draft (DD) for RISL Processing Fee, Tender Fee and Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process as given at Clause 1.3. Non-submission of the above shall lead to non-acceptance of the Bid submitted/uploaded by the Bidder.

2.16. Last Date of Submission of Bid (Bid Due Date)

2.16.1. Bid should be submitted/ uploaded on www.eproc.rajasthan.gov.in during the period given in Schedule of Bidding Process at Clause 1.3 in the manner and form as detailed in the RFP Document. **Bidders are requested to upload their Bids well in time so as to avoid 11th hour issues such as slow speed of internet, website hanging/ choking/ slow downloading due to heavy load or any other unforeseen situation.**

- 2.16.2. DOT may at its sole discretion, extend the Bid Due Date by issuing an Addendum/ Corrigendum.

2.17. Withdrawal, Substitution and Modification of Bids

- 2.17.1. A Bidder may withdraw/substitute/modify its Bid (Technical and/or Financial Bid) as per the instruction/procedure (if available) at www.eproc.rajasthan.gov.in till Bid Due Date. Bidder shall not be permitted to withdraw/substitute/modify its Bid after Bid Due Date.
- 2.17.2. Bid withdrawn shall not be opened and processed further.

D. Opening of Bids

2.18. Opening of Technical Bid

- 2.18.1. DOT, in first-part, shall open the Technical Bids on the date and time mentioned in the Schedule of Bidding Process given at Clause 1.3 in the presence of the Bidders or their authorized representatives who choose to attend.
- 2.18.2. DOT shall prepare a list of the Bidders or their representatives attending the opening of Technical Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses.
- 2.18.3. All the documents comprising of Technical Bid shall be downloaded from www.eproc.rajasthan.gov.in only for the Bidders who have submitted the original Demand Draft (DD) for RISL Processing Fee, Tender Fee and Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process given at Clause 1.3 and in conformity with the provisions set-forth in the RFP document.
- 2.18.4. Any information contained in the Bid shall not in any way be construed as binding on the DOT, its successors or assigns, but shall be binding on the Bidder if the Work is subsequently awarded to it on the basis of such information.
- 2.18.5. DOT reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.18.6. If any information furnished by the Bidder is found to be incomplete, or contained in format other than those specified herein, the DOT may, in its sole discretion, exclude the relevant information from evaluating the eligibility of the Bidder.
- 2.18.7. In the event that a Bidder claims credit for eligibility under the Eligibility Criteria, and such claim is determined by the DOT as incorrect or erroneous, the DOT shall reject such claim and exclude the same from admissibility for purposes of the Eligibility Criteria. Where any information is found to be patently false or amounting to a material misrepresentation, the DOT reserves the right to reject the Bid in accordance with provisions of Clause 2.8.2.

2.19. Confidentiality

- 2.19.1. Information relating to examination, clarification, and recommendation for eligibility/qualification of the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the DOT in relation to or matters arising out of, or concerning the Bidding Process. The DOT will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The DOT may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DOT or as may be required by law or in connection with any legal process.

- 2.19.2. DOT shall conduct a preliminary scrutiny of the opened Technical Bids to assess the prima-facie responsiveness and ensure that the:
- (i) bid is accompanied by relevant document related to Tender Fee, RISL Processing Fee and Bid Security;
 - (ii) bid is valid for the period specified in the RFP document;
 - (iii) bid is unconditional and the Bidder has agreed to give the required Performance Security;
 - (iv) other conditions as specified in the RFP document are fulfilled;
 - (v) any other information which the DOT may consider appropriate has been furnished by the Bidder.
- 2.19.3. No Technical Bid shall be rejected at the time of Technical Bid opening except the Bids of the Bidders who have not submitted original Demand Draft (DD) for RISL Processing Fee, Tender Fee and Bid Security.
- 2.19.4. The Financial Bid shall remain unopened which shall be opened later on a date, time and venue to be intimated to the Bidders who qualify in the evaluation of Technical Bids.

2.20. Tests of Responsiveness

- 2.20.1. Prior to evaluation of Bids, DOT shall determine whether each Bid is responsive to the requirements of the RFP Document. A Bid shall be considered responsive only if:
- a) It is received as per the formats specified in Clauses 2.14.7;
 - b) It is received by the Bid Due Date including any extensions thereof in pursuant to Clause 2.16;
 - c) it is signed and submitted in accordance with Clauses 2.14 and 2.15;
 - d) it is accompanied by the Power of Attorney in the format as specified at Tech Form-3;
 - e) it contains all the information and documents (complete in all respects) as requested in this RFP document;
 - f) it contains information in formats same as those specified in this RFP document;
 - g) it does not contain any condition or qualification; and
 - h) it is not non-responsive in terms hereof.
- 2.20.2. DOT reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the DOT in respect of such Bid.

2.21. Clarifications by the Bidders

- 2.21.1. To facilitate evaluation of Bids, DOT may, at its discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by DOT for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.21.2. If a Bidder does not provide clarifications sought under Clause 2.22.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bidder does not provide the clarifications within the stipulated time, DOT may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of DOT.

2.22. Qualification of Bidders and Notification

- 2.22.1. After the evaluation of the Technical Bids in first-part, DOT would announce a list of “**Technically Qualified Bidders**” whose Financial Bids will be opened in the second part.
- 2.22.2. DOT shall upload the result of evaluation of Technical Bids on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in and notify each Bidder whether it has been qualified or disqualified in the evaluation of Technical Bid.
- 2.22.3. DOT shall also notify about the date, time and venue of opening of Financial Bids on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in and also individually to each of the Technically Qualified Bidders.

2.23. Opening of Financial Bids

- 2.23.1. In the second part, the Financial Bids of only Technically Qualified Bidders shall be opened who shall be informed about the venue, date and time of opening of Financial Bids.
- 2.23.2. The Financial Bids of only Technically Qualified Bidders shall be downloaded from www.eproc.rajasthan.gov.in and opened in the presence of representatives of the Technically Qualified Bidders, who choose to attend.

2.24. Proprietary data

- 2.24.1. All documents and other information supplied by DOT or submitted by a Bidder to DOT shall remain or become the property of the DOT.
- 2.24.2. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. DOT will not return any Bid or any information provided therewith.

2.25. Correspondence with the Bidder

- 2.25.1. Save and except as provided in this RFP document, DOT shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3. CRITERIA FOR EVALUATION

3.1. Method of Evaluation of Bids

3.1.1. Bidder shall be selected through competitive bidding process adopting Quality Cost Based Selection (QCBS) method in which Technical Bid and Financial Bid shall be assigned weightage of 60% and 40% respectively. The process of evaluation of Bids is given subsequently.

3.2. Technical Bids

3.2.1. In first part, the DOT shall carry out a detailed evaluation of the Technical Bid in order to determine whether the Technical Bid is in accordance with the requirements set forth in the RFP.

3.2.2. Bidders who meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as “**Eligible Bidders**”.

3.2.3. Bidders who do not meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as “**Ineligible Bidders**”.

3.2.4. Eligible Bidders shall be required to make audio-visual (AV) presentation of their PR strategy and rollout plan on the given date and time to committee of DOT. Committee will review the PPT given by Eligible Bidders and will award marks on creative content.

3.2.5. DOT shall evaluate the Technical Bid of the Eligible Bidders on the basis of following technical score criteria and Eligible Bidders who achieves minimum technical score of 70 out of 100 shall be declared as the “**Technically Qualified Bidder**” and shall be eligible for opening of their Financial Bids.

S. N.	Description	Maximum Marks
1	<p><u>Average Annual Turnover (2018-19, 2019-20 and 2020-21)</u></p> <ul style="list-style-type: none"> • Minimum Average Turnover of Rs. 1 Crore: 10 Marks • Additional Turnover: 1 mark for each additional Rs. 1.00 Crore turnover, upto 10 marks <p>This turnover should be related to PR business only</p>	20
2	<p><u>Experience of Successful Completion of PR works for Government entity/ corporate client in any of the last 5 years preceding to the Bid Due Date:</u></p> <ul style="list-style-type: none"> • Minimum 1 work order of Rs. 50.00 Lakhs: 10 Marks • Additional PR Works: 5 mark for each additional PR work of Rs. 50.00 Lakh, upto 10 marks 	20
3	<p><u>Case Studies of PR works related to Government / corporate showing tangible positive impacts generated after work. Case Studies should be backed up by proof and analytics:</u></p> <ul style="list-style-type: none"> • Minimum 2 Case Studies: 4 Marks • Additional Case Studies: 2 mark for each additional case study, upto 6 marks 	10

S. N.	Description	Maximum Marks
4	<p><u>Case Studies of PR works related to tourism/culture/hospitality & travel sector showing tangible positive impacts generated after work. Case Studies should be backed up by proof and analytics:</u></p> <ul style="list-style-type: none"> • Minimum 1 Case Studies: 4 Marks • Additional Case Studies: 2 marks for each additional case study, upto 6 marks 	10
5	<p><u>Bidder's experience PR and media coordination sector:</u></p> <ul style="list-style-type: none"> • Minimum 5 years' experience preceding to the Bid Due Date: 5 Marks • Additional experience: 1 mark for each additional number of years experience (beyond 5 years), upto 5 marks 	10
6	<p><u>Presentation by Eligible Bidders:</u></p> <p>(i) Overall understanding of the work:</p> <ul style="list-style-type: none"> a) Comprehension of brand positioning of Rajasthan Tourism and identification of communication pillars in sync with positioning (maximum 5 marks) b) Understanding about tourism products of Rajasthan (maximum 5 marks) c) PR Strategy and annual rollout plan for Rajasthan Tourism (maximum 10 marks) <p>(ii) Media Tracking Strength, Reporting Format and Ability to Quickly respond to Adverse Publicity:</p> <ul style="list-style-type: none"> a) Media Tracking Strategy and Reporting format for client (maximum 5 marks) b) Strategy to deal with adverse News (maximum 5 marks) 	30

3.2.6. DOT shall upload the result of Technical Bid Evaluation on www.eproc.rajasthan.gov.in or www.sppp.rajasthan.gov.in.

3.2.7. DOT shall also notify about the date, time and venue of opening of Financial Bids in second part only to the Eligible Bidders.

3.3. Financial Bids

3.3.1. In second part, the DOT shall examine and compare the Financial Bids submitted by the Technically Qualified Bidders (Eligible Bidders who has achieved minimum technical score of 70 marks), taking into account the following factors:

- a) Overall, completeness and compliance as per the instructions given in this RFP Document.
- b) The Financial Bid that does not meet minimum acceptable standards of completeness, consistency and detail as required by RFP document shall be rejected for non-responsiveness.
- c) Conditional Bids are liable to be rejected.

- 3.3.2. In second part (Financial Bid), Bidder shall quote a lumpsum amount (in rupees) for providing the Scope of Work as mentioned in Annexure-1 for 24 months ("**Bid Price**").
- 3.3.3. Bid Price quoted by the Bidder(s) shall be exclusive of GST and applicable taxes.
- 3.3.4. No adjustment for changes in costs escalation (price variation) shall be admissible in the Bid Price in any case during subsistence of the Agreement to be signed by the DOT and the Selected Bidder.
- 3.3.5. Provided that a Financial Bid is substantially responsive, the DOT will correct arithmetical errors during evaluation of Financial Bids on the following basis:
- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the DOT there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and.
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.
- 3.3.6. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited.

3.4. Net Score Calculation

- 3.4.1. The Net Score/overall score achieved by the Technically Qualified Bidders for the Work shall be calculated based on the Technical Score obtained in the Technical Bid and the Bid Price offered by Bidders in Financial Bid. The weightage assigned to the Technical Score shall be 0.60 and that to the Financial Bid shall be 0.40.

The technical marks including presentation marks is T; and

Total Financial Bid Price quoted in INR for all items is F; then

The Net Score/ Overall Score of a particular Bidder will be calculated using the formula given below:

$$\text{Net Score/Overall Score (B)} = ((F_{\text{low}}/F)*40)+((T/T_{\text{high}})*60)$$

Where

F_{low} = the lowest Financial Bid Price/Quote received among technically qualified Bids

F = The Financial Bid Price/Quote submitted by the Bidder under evaluation

T = The evaluated Technical Marks awarded to a particular Bidder

T_{high} = The Highest Technical Marks/ Score achieved by any Technically Qualified Bidder

- 3.4.2. Bidders shall be ranked on the basis of Net Score (highest to lowest marks) obtained.
- 3.4.3. In this RFP, the term "**Highest Bidder**" shall mean the Bidder who has achieved the highest Net Score. DOT shall award the work to the Highest Bidder.
- 3.4.4. After selection, a Letter of Award (the "**LOA**") shall be issued in duplicate by the DOT to the Highest/Selected Bidder who shall, within 7 days of receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by stipulated date, the DOT may,

- unless it consents to extension of time for submission thereof, cancel the LOA on account of failure of the Selected Bidder to acknowledge the LOA and appropriate the Bid Security of such Bidder as damages.
- 3.4.5. After acknowledgement of the LOA as aforesaid by the Highest/ Selected Bidder, it shall cause the Selected Bidder to submit the Performance Security as specified in Clause 4.1. within 15 days of issuance of LOA and shall be required to execute Agreement within 15 days of issuance of LOA. Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.
- 3.4.6. In the event that the Highest Bidder fails to submit the detailed break-up/rate-analysis/ reasonability of its Bid Price or acknowledge the LOA or fails to sign Agreement or is not selected for any other reason the DOT may invite the second highest Bidder to match the Bid submitted by the Highest Bidder. In the event that all remaining Eligible Bidders fail to match the Bid of Highest Bidder, the DOT in its sole discretion invite fresh Bids from all the participating Bidders or annul the Bidding Process as deemed appropriate by it.
- 3.4.7. In case, the Agreement is not executed within stipulated time period as mentioned above, for reasons attributable to the Selected Bidder, the DOT reserves the right to cancel the LOA and appropriate/ forfeit the Bid Security/ Performance Security, as the case may be.

4. OTHERS

4.1. Performance Security

- 4.1.1. For securing the due and punctual performance of its obligations under the Agreement, the Agency shall, within 15 days of issue of Letter of Award (LOA) by the DOT to the Selected Bidder, an irrevocable and unconditional guarantee for an amount of equivalent to 2.5% of the Bid Price (after negotiation, if any) in favour of “**Director, Department of Tourism, Government of Rajasthan**” payable at Jaipur (the “**Performance Security**”). Performance Security shall be valid until 90 days after successful completion of Agreement Period i.e. 24 months from the date of signing of Agreement between DOT and the Selected Bidder. The Bidder's firms, which are registered as MSMEs / sick industries of Rajasthan, shall be required to deposit performance Security, as applicable under the rules. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.5 % of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the amount of supply order.
- 4.1.2. Performance Security shall be furnished in any one of the following forms:-
- a) Bank Draft or Banker's Cheque of a scheduled bank;
 - b) National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - c) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. The minimum validity of bank guarantee should be 6 months after completion of rate contract.
 - d) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring

entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance Securing, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

- e) Performance Security furnished shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

4.1.3. Forfeiture of Performance Security Deposit: Securing amount in full or part may be forfeited, including interest, if any, in the following cases: -

- a) When any terms and condition of the contract is breached.
- b) When the bidder fails to make complete supply as per the scope of bid document.
- c) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bid document.
- d) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

4.1.4. The Performance Security shall be refunded after six months after satisfactory completion of the Agreement and after satisfying that there are no dues outstanding against the Bidder, subject to comprehensive maintenance agreement provisions.

4.1.5. It is to be noted that earlier years' Bid Security and Performance Security, even if lying in this Department shall not be considered towards this contract and therefore fresh bid securing/performance securing shall be deposited.

4.1.6. The Department will pay no interest on the performance security amount.

4.1.7. Performance Security shall be sent by DOT to issuing Bank for verification.

4.2. Signing of Agreement

4.2.1. Selected Bidder, within 15 days of issue of LOA, shall execute an Agreement with DOT on non-judicial stamp paper of applicable value in the State of Rajasthan. All expenses for signing of Agreement (stamp duty, registration, etc.) shall be payable by the Selected Bidder only.

4.2.2. Agreement shall contain the following documents:

- a) LOA issued to the Selected Bidder by DOT
- b) Documents relating to negotiation in Bid Price, if any
- c) AV presentation made by the Selected Bidder to the DOT
- d) Bid of the Selected Bidder uploaded on e-proc portal
- e) RFP document issued by DOT

5. FRAUD AND CORRUPT PRACTICES

5.1. Fraud and Corrupt Practices

- 5.1.1. Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, DOT may reject a Bid without being liable in any manner whatsoever to the Bid if it determines that the Bid has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 5.1.2. Without prejudice to the rights of DOT under Clause 5.1.1 hereinabove, if a Bid is found by DOT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by during a period of 2 years from the date such Bidder is found by DOT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.1.3. For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of DOT who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of DOT, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Work or the LoA or the Agreement, who at any time has been or is a legal, financial or technical advisor of DOT in relation to any matter concerning the Work;
 - b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by DOT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6. MISCELLANEOUS

6.1. Miscellaneous

- 6.1.1. The Bidding Process shall be governed by, and construed in accordance with, the RTPP Act, 2012 and RTPP Rules, 2013 and the Courts at Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.1.2. DOT, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) qualify or not to qualify any Bidder and/ or to consult any Bidder in order to receive clarification or further information; retain any information and/ or evidence submitted to DOT by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.1.3. It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies DOT, its employees, project management consultant, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the RFP document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.2. Conflict of Interest

- 6.2.1. A Conflict of Interest for DOT or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations
- 6.2.2. The situations in which the DOT or its personnel may be considered to be in Conflict of Interest includes, but not limited to, following:-
- a) A Conflict of Interest occurs when DOT's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
 - b) Within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of, employment after retirement from DOT's service or the receipt of a gift that may place DOT's personnel in a position of obligation.
 - c) A Conflict of Interest also includes the use of DOT's assets, including human, financial and material assets, or the use of DOT's office or knowledge gained from official functions for private gain or to prejudice the position of someone DOT's personnel does not favour.
 - d) A Conflict of Interest may also arise in situations where DOT's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from DOT personnel's actions or decisions.

6.2.3. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:-

- a) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the Bid;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e) A Bidder participates in more than one bid in the same bidding process.
- f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the Bidding Process.

6.3. Prohibition against Collusion amongst Bidder(s)

6.3.1. Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through connivance or collusion or pooling amongst two or more Bidder(s) shall be deemed to be invalid and the Bid Security of concerned Bidder(s) shall be forfeited at sole discretion of DOT.

6.4. Interpretation of Documents

In the interpretation of this RFP, unless the context otherwise requires:

- (i) The singular of any defined term includes the plural and *vice versa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
- (ii) Reference to any gender includes the other gender;
- (iii) Unless otherwise stated, a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
- (iv) A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- (v) The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
- (vi) Any reference to a person shall include such person's successors and permitted assigns;
- (vii) A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form;
- (viii) Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
- (ix) A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.

- (x) The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
- (xi) In case of any conflict, discrepancy or repugnancy between the provisions of RFP document, provisions of the Agreement shall prevail and supersede the provisions of all other documents;
- (xii) The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement;
- (xiii) All capitalized words and expressions used in the RFP shall have the meaning as ascribed to them in the RFP. In case the same is not defined in the RFP then they shall have the same meaning as ascribed to them in the Agreement.
- (xiv) The provisions of RTPP Act, 2012 and RTTP Rules, 2013 shall be applicable for this bidding. Furthermore, in case of any inconsistency in any of the provisions of this RFP document on one hand and the RTPP Act 2012 and the RTTP Rules, 2013 on the other hand, the later shall prevail.

6.5. Compliance with the Code of Integrity:

Any person participating in a procurement process shall:

- a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation
- c) not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process
- d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process
- e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process
- f) not obstruct any investigation or audit of a procurement process
- g) disclose conflict of interest, if any; and
- h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

6.6. Grievance Handling During Bidding Process

6.6.1. Any grievance of a Bidder pertaining to the bidding process shall be by way of filing an appeal to the first or second Appellate Authority, as the case may be, in accordance with the provisions of chapter III of The Rajasthan Transparency in Public Procurement Act, 2012 and chapter VII of The Rajasthan Transparency in Public Procurement Rules, 2013. The first appellate shall be the Secretary/Principal Secretary, Department of Tourism, Government of Rajasthan or as decided by the Government of Rajasthan. The second appellate shall be the Secretary, Finance (Budget) Department, Government of Rajasthan or as decided by the Government of Rajasthan.

6.6.2. Filling an appeal

- a) If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity/ DOT is in contravention to the provisions of the Act or the Rules of the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bid Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:
- b) Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:
- c) Provided further that in case a procuring entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.
- d) The first appellate authority shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- e) If first appellate authority fails to dispose of the appeal filed within the specified period mentioned above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified for first appellate authority of the date of receipt of the order passed by the first appellate authority, as the case may be.

6.6.3. Appeal not to lie in certain cases

No appeal shall lie against any decision of the procuring entity relating to the following matters, namely: -

- a) Determination of need of procurement;
- b) Provision limiting participation of Bidders in the Bid process;
- c) The decision of whether or not to enter into negotiations;
- d) Cancellation of a procurement process;
- e) Applicability of the provisions of confidentiality.

6.6.4. Form of Appeal

- a) An appeal shall be in the Form along with as many copies as there are respondents in the appeal.
- b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

- c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorized representative.

6.6.5. Fee for Filing Appeal

- a) Fee for first appeal shall be Rs. 2,500/- and for second appeal shall be Rs. 10,000/- which shall be non-refundable.
- b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of appellate authority concerned.

6.6.6. Procedure for disposal of appeal

- a) The first appellate authority or second appellate authority, as the case may be, upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be, shall:-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.
- d) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.
- e) The first appellate authority will be Principal Secretary/Secretary Tourism and the second authority will be Secretary Finance (Budget) Department., Government of Rajasthan.

6.7. Saving Clause

No suit, prosecution or any other legal proceedings will lie against the Bid inviting authority i.e. Director, Department of Tourism, Government of Rajasthan, Jaipur.

6.8. Complaint

No action on the letter head of the Bidder /firm regarding any complaints against the Director, Department of Tourism, Government of Rajasthan, Jaipur will be considered unless the letter head bears the signature of the Bidder or the authority higher than the bid signatory of the Bidder's firm.

6.9. False documents

- 6.9.1. If any certificate/documents/information submitted by the Bidder found to be false/forged/fabricated/vexatious or frivolous or malicious appeals or complaints etc. than Bidder shall be liable for the appropriate legal action as per provisions of the RTPP Act 2012 and rules made therein along with disqualification, banning, suspension etc. for limited or unlimited period.
- 6.9.2. Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.
- 6.9.3. In case any document submitted by the bidder or by his authorized representative is found to be forged, false or fabricated, the bid shall be rejected and necessary action as per RTPP Act

2012 and Rules 2013 will be taken. Bidder/his representative may also be banned/debarred. Report with police station may also be filed against such bidder/his representative.

6.10. Right to Accept Bid

- 6.10.1. Department reserves the right to accept any bid not necessarily the lowest. Department may reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which Bidder has been given or distribute items of stores to more than one firm/service provider.

6.11. Right of Rejection

- 6.11.1. Department will have the right of rejection of all or any of the quotations without giving any reason for the same. The right to conclude parallel rate contracts with another firm for the work of Production of TVCs, Print Creatives, Radio Jingle, documentary/ short films and Publicity Collaterals etc. is also reserved by the Director, Department of Tourism, Government of Rajasthan, Jaipur.

6.12. Conditions

- 6.12.1. Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
- 6.12.2. Department of Tourism is not bound to accept any bid or assign any reason for non-acceptance. The Director, Department of Tourism reserves its right to accept the bid either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.

BID FORMS

Tech Form-1: Letter of the Bid

(On Bidder's Letter Head)

Ref.

Dated:

Joint Director (Marketing)
Department of Tourism, Government of Rajasthan
"Paryatan Bhawan", Sanjay Marg,
Opposite Vidhayakpuri Police Station
Jaipur – 302001, Rajasthan (India)
Phone: 0141-2822852, 2822838, 2822807
E-mail: mktg-dot@rajasthan.gov.in

Sub:- RFP for Selection of an Agency for Public Relation and Media Coordination Works for Rajasthan Tourism

Dear Sir,

Being duly authorized to represent and act on behalf of _____
(hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the eligibility requirements and information provided, the undersigned hereby expresses its interest and apply for eligibility for RFP for Selection of an Agency for Public Relation and Media Coordination Works for Rajasthan Tourism (the "**Work**").

We are enclosing our Bid with the details as per the requirements of the RFP Document, for your evaluation.

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

We confirm that our Bid is valid for a period of 90 days from the due/last date of submission of Bid (Bid Due Date) and our Technical Bid and Financial Bid are unconditional.

We hereby also confirm the following:

1. The Bid is being submitted by -----(name of Bidder) in accordance with the conditions stipulated in the RFP Document.
2. We have examined in details and have understood the terms and conditions stipulated in the RFP document issued by Joint Director (Marketing), Department of Tourism, Government of Rajasthan, Jaipur ("**DOT**") and in any subsequent communication sent by it. We further confirm that we have examined and have no reservations to the RFP document, including Addendum/ Corrigendum issued vide dated..... We understand that the Addendum/ Corrigendum shall form an integral part of the RFP document.
3. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the Work, including legal due diligence, Bidder's obligation to undertake the Work and on the basis of its independent satisfaction hereby agree to undertake the Work in accordance with the terms and conditions of this RFP document.
4. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP document or in any of the subsequent communications from DOT.
5. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RFP document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

6. We agree to submit Bank Guarantee for a sum of Rs. ----- as Performance Security on being identified as Selected Bidder as per terms and conditions of RFP document.
7. In the event of our Bid being accepted, we agree to enter into the Agreement within the stipulated period of 15 days from the date of issue of LOA with the DOT.
8. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Bid and as applicable for undertaking the Work in the event that we are finally selected.
9. Our Financial Bid is exclusive of GST and all applicable taxes.
10. We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 90 days from the Bid Due Date.

Thanking You,

Yours faithfully,

For and on behalf of ----- (Name of Bidder and seal)

Signature ----- (Authorised Signatory)

Name of the Person:-----

Designation:-----

Date: -----

Place: -----

Tech Form-2: Details of the Bidder

(On Bidder's Letter Head)

1	Name of Bidder	
2	Legal Status of Bidder	
3	Date of Incorporation/Registration	
4	Address of Bidder	
	a) Head Office	
	b) Other Offices in India	
	c) Overseas Offices	
5	Whether exclusively a PR firm or not	
6	Years of Experience in the Field of PR and media coordination business (enclosed proof also)	
7	Awards/ Accolades Won in Last 10 Years	
8	Brief Description of Bidder's Organisation a) Ownership Structure b) Background of Promoters c) Management/ Organisation Structure	
9	Brief of Bidder's Experience in 360-degree PR services, major assignments (executed/ in-hand), major clients served, etc.	
10	Details of Individual(s) who shall serve as the point of contact/communication for DOT	Name: Designation: Address: Telephone: E-mail:
11	Particulars of Authorised Signatory	Name: Designation: Address: Telephone: E-mail:

Note:

Bidder shall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidder and other details viz. GST registration number, PAN number and EPF registration number duly signed by Authorised Signatory with Bidder's seal.

For and on behalf of-----(Name of Bidder and seal)

Signature -----(Authorised Signatory)

Name of the Person :-----

Designation :-----

Date :-----

Place :-----

Tech Form-3: Power of Attorney for Signing Authority

(On Non-Judicial Stamp of applicable Value in the State of Rajasthan)

Know all men by these presents, We ----- (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), ----- who is presently employed with us, -----, name Bidder, and holding the position of -----, as our true and lawful attorney (hereinafter referred as the "Authorised Signatory") 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 Selection of an Agency for Public Relation and Media Coordination Works for Rajasthan Tourism (the "Work") issued by Joint Director (Marketing), Department of Tourism, Government of Rajasthan, Jaipur (Rajasthan) ("DOT") including but not limited to signing and submission of all Bids, Bids and other documents and writings, and providing information/responses to the DOT, representing us in all matters before the DOT, signing and execution Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the DOT in all matters in connection with or relating to or arising out of our Bid for the said Work and/or upon award thereof to us and/or till the entering into the Agreement with the DOT.

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

IN WITNESS WHEREOF WE, -----, THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ----- DAY OF -----, 2022

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

(Signature)
(Name, Title and Address of the Authorised Signatory)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' 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.

Tech Form-4: Self Declaration – No Blacklisting

(On Bidder’s Letter Head)

In response to RFP for Selection of an Agency for Public Relation and Media Coordination Works for Rajasthan Tourism (the “**Work**”) issued by Joint Director (Marketing), Department of Tourism, Government of Rajasthan, Jaipur (Rajasthan) (the “**DOT**”) dated----- (name of authorised signatory), as an Authorised Signatory of(name of Bidder), I hereby declare that presently the ----- (name of Bidder), at the time of bidding:

- a) is competent to get into a contract as per the provisions of Indian Contract Act, 1872.
- b) possesses the necessary professional, technical, financial and managerial resources and competence required by the RFP document issued by Joint Director (Marketing), Department of Tourism, Government of Rajasthan, Jaipur (Rajasthan) (the “**DOT**”).
- c) has fulfilled its obligations to pay such of the taxes payable to Government of India and the State Government or any local authority as specified in the RFP document.
- d) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices and is not barred either indefinitely or for a particular period of time by any State/ Central Government/ Union Territory (UT)/ Public Sector Undertaking (PSU).
- e) is not barred under the Rajasthan Transparency Public Procurement (RTPP) Act, 2012 and Rajasthan Transparency Public Procurement (RTPP) Rules, 2013 from participating in Bidding Process.
- f) does not have any previous transgressions with any entity in India or any other country during the last 3 years.
- g) does not have any debarment by any other procuring entity.
- h) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- i) does not have, and our directors/officers/office bearers (*wherever applicable*) not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of 3 years preceding to the Bid Due Date, or not have been otherwise disqualified pursuant to debarment proceedings.
- j) does not have a conflict of interest as mentioned in the RFP Document which materially affect the fair competition.
- k) will comply with the code of integrity as specified in the RFP document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, our Bid Security/ Performance Security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

For and on behalf of----- (name of the Bidder and Seal)

Signature ----- (Authorised Signatory)

Name of the Person :-----

Designation :-----

Date :-----

Place :-----

Tech Form-5: Anti-Collusion Certificate

(On Bidder's Letter Head)

We hereby certify and confirm that in the preparation and submission of this Bid in response to the RFP issued by Joint Director (Marketing), Department of Tourism, Government of Rajasthan, Jaipur (Rajasthan) (the "DOT") for Selection of an Agency for Public Relation and Media Coordination Works for Rajasthan Tourism (the "Work") 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 anti-competitive.

We further confirm that we have not offered nor paid nor shall offer nor pay, directly or indirectly, any illegal gratifications, in cash or kind, to any person or agency in connection with the Bid.

Date this.....Day of.....2022

For and on behalf of----- (name of the Bidder and Seal)

Signature ----- (Authorised Signatory)

Name of the Person :-----

Designation :-----

Date :-----

Place :-----

Tech Form-6: Financial Eligibility

(On Letter Head of Chartered Accountant)

Name of Bidder & Address	
Particulars	Annual Turnover (in Rupees)
FY 2018-19	
FY 2019-20	
FY 2020-21	
<p>This is to certify that the information contained above are correct as per the audited financial accounts of the Bidder.</p> <p>UDIN No:</p> <p>Date: (Signature, Name & Seal of the Chartered Accountant)</p>	

Note:-

- a) The above Form shall be filled and duly certified by a Chartered Accountant with Unique Document Identification Number (UDIN) on the certificate.
- b) Bidder shall also submit audited financial accounts of year 2018-19, 2019-20 and 2020-21.

Tech Form-7: Technical Eligibility

(to be submitted separately for each of the work claimed under Technical Eligibility)

1	Name of Work	
2	Description of Work	
3	Value of Work executed	
3	Name of Client	
4	Duration of Work	Start Date: ----- End Date: -----
5	Status (Completed/ Ongoing)	
6	Copy of Work Order	
7	Copy of Completion Certificate issued by the Client	

Note:-

- a) Bidder shall submit details of the work/s [(as defined in Clause 2.2. (c)] of the RFP Document strictly in the above formats along with supporting documents including work order/ purchase order, completion certificate from the client in support of its Technical Eligibility.
- b) DOT reserves the right to contact the Bidder(s), their bankers, their consultants, their clients and other such sources to verify the information, references and data submitted by the Bidder(s) in the Bid including the supporting documents/evidences submitted by Bidder in support of its Technical Eligibility, without further reference to the Bidder(s).

Tech Form-8: Details of Case Studies of PR Works Undertaken by Bidder

(to be submitted separately for each of the Case Study Undertaken by Bidder)

1	Title of PR Case Study	
2	Brief Description of PR Case Study	
3	Client	
4	Focus Area of PR Case Study	
5	Tangible Outcomes (supported by evidence)	

Tech Form-9: Details of Bidder's Own/ Partner's/Affiliates Offices in India and Aboard

(to be submitted separately for each of the Office Location)

1	Name of Office	
2	Address of Office	
3	Details of Individual(s) who shall serve as the point of contact/communication for the Office	Name: Designation: Telephone: E-mail:

Note:- Office address shall be supported by evidence/ relevant documents. In case of office of partner/affiliate, Bidder shall also submit documentary evidences of having such partnership/ affiliation.

Fin Form (BOQ)- 1: Financial Bid

Kindly see the E procurement portal www.eproc.rajabasthan.gov.in for detail of this proforma. Kindly note that this has to be filled on the portal in Financial bid section only. Financial bid or quote can't be filled, clubbed or attached along with Technical Bid section. Failing this, the bid will be rejected out rightly.

Quote for Fixed deliverables:

S. No.	Item	Amount to be charged by the Bidder for 24 months in Indian Rupees exclusive of all taxes GST etc Amount (Rs.) – exclusive of GST and applicable taxes
1	Lumpsum Amount be charged for 24 Months for public relation and media coordination Fixed Deliverables as per the scope of work mentioned in Annexure-1 of the RFP Document	

(Only above quotes shall be considered for evaluation of bids)

ANNEXURE-1 (SCOPE OF WORK AND KEY TERMS & CONDITIONS)

1. Scope of Work and Deliverables

1.1. Scope of Work

- 1.1.1. Based on comprehensive understanding and research on the target audience and stakeholders in the key source markets within the country, Selected PR Agency will develop a detailed PR and media coordination strategy and content for dissemination in public domain, media and key stakeholders that includes print, electronic, online and other media, travel bodies and associations and other important travel and hospitality related forums.
- 1.1.2. Coordination with other agencies already engaged by the DOT for social media, website management, creative works, and other promotional activities.
- 1.1.3. For overseas markets, the agency will provide its PR & Media Coordination services as and when required based on mutually terms for third party and out of pocket expenses on case-to-case-basis.
- 1.1.4. Any other PR and media coordination related works or customized PR activity on mutually agreed terms.
- 1.1.5. Specific Deliverables, Frequency and Timelines (Fixed Deliverables)

S.N.	Deliverables	Frequency in a year	Timeline/s
1	Strategy and Road Map		
A	Strategy and Annual Rollout Plan with month-wise themes / activities proposed for 12 months, responsibilities, measuring metrics of success	1	Annual plan to be submitted within first 30 days (from date of signing of the Agreement) - to be repeated in 2nd year
B	Identification of 6 to 8 communication pillars in sync with marketing strategy of the Department	1	Within first 30 days
C	Message development and Content Creation in sync with point B above, to follow as monthly process	Continuous Process	Month wise topics/themes & timelines to be decided and submitted by PR team before one week of every month starts
2	Mapping		
A	Map target media and stakeholder universe and develop a national media and travel trade list for the brand	Once (To be updated continuously during Agreement Period)	Within first 30 days
B	Designing media information kit including Rajasthan Brand and product profile, briefing book, profiles of spokespersons,	Action Plan once To be updated as and when required	Within first 45 working days

S.N.	Deliverables	Frequency in a year	Timeline/s
	photo/video library and material required for sound PR and media coordination.		
3	Traditional PR: Press Releases		
A	Press Releases with suitable pictures/animations or infographic in Hindi and English will be sent to targeted/leading media in print, electronic and digital on all important occasions including fairs and festivals/ important announcements/various activities/initiatives etc.	<p>Minimum 2 Press Release in a month</p> <p>—————</p> <p>Note:</p> <p>Numerous press releases will be required for national and local media in Jaipur / Rajasthan based, media coordination works for important fairs and events which should be handled by local team with quick response time</p>	The outcome should be at least 2 national media (print/TV/online) and 5 regional media (print/TV/Online) should cover the news in a month
B	<p>Event based PR support: to ensure pre-during & post event promotion for premier fairs & festivals organized by the Department in national media.</p> <p>Similar coverage of events like Jaipur Lit-Fest, Music Festival, International Photo Festival, Great Indian Travel Bazaar and Travel Marts in which Rajasthan Tourism participates during the year.</p> <p>(Agency will also be required to collate information on cultural activities organized by organization such as Jawahar Kala Kendra, Ravindra Rang Manch, Jewellers Association, FICCI, CII etc. or events other parts of the states for public and tourists in Rajasthan and leverage the information for PR)</p>	<p>As per annual calendar of Fairs & Festivals and events</p> <p>At least 2 such Press Conference or media round table in a year to be organized outside Rajasthan.</p> <p>As and when required agency will have to organize local press conferences in Jaipur or other cities in State (maximum 10 in a year)</p>	Action plan to be submitted at least a week's prior to the event subject to the information shared in advance by the department

S.N.	Deliverables	Frequency in a year	Timeline/s
	<p>Organize pre & post event press conferences and media briefings for 30-50 pax at event venues or in big cities outside State as per requirement of the Department at suitable venue with High Tea or Lunch / Dinner (Expenses on venue and other Logistic arrangements to be borne by the Department)</p> <p>Note- Works done for point 3B can be accounted for work mentioned at point 3A.</p>		
4	Specific PR Requirement		
A	<p>Pitch for interviews like in Q&A format or in a special story format with a quote/opinion of Minister/ Sr. Officials/ Travellers etc.</p> <p>Key messages, FAQs, list of anticipated questions and answers, soundbites and quotes to be prepared for these interviews by PR agency.</p>	<p>At least 1 such interview each month to be published in national/regional media (print/online/TV)</p>	
B	<p>Proactive Stories (Feature Articles/ Case Studies/ Special Stories/ Profiling Stories etc.) in national and regional media of other States also</p>	<p>At least 1 such story in a month</p>	
C	<p>Facilitate TV/Radio engagement depending on the target stakeholders and communication strategy / events / fairs and festivals etc.</p>	<p>At least 1 interaction in a month</p>	
D	<p>Schedule and organize FAM Trips of journalist/ travel writers/ bloggers/Influencers and handle on necessary ground work, research and follow-up visits to the prominent and lesser known Fairs and Festival of the Department and Tourist locations</p>	<p>At least 1 FAM Trip in 3 months</p> <p>The FAM Trip should be at least 3-5 media journalist/ travel writers/ bloggers/Influencers</p>	

S.N.	Deliverables	Frequency in a year	Timeline/s
	Note: Expenses on logistics arrangements to be borne by the Department		
E	PR support in Crisis and other emergent situations: countering situations and negative news, incidents with well thought-out plan	As per requirement of situation	
F	Regular Feed and Network based PR support: Be the bridge between Dept. and the stakeholders i.e. Travel Trade, Media, Travel Critics and Writers, Freelancers, Photographers, Trade Magazines and share/exchange PR related information with these as and when required	As and when required	
5	Tracking and Reporting		
A	Communication tracker: track, monitor and report news, events, policy changes and new initiatives, Govt. circulars and information relevant to Rajasthan Tourism and it's key stakeholders, competitors -State Tourism Boards and associated industry (Hotels, Entertainment Properties etc)	Daily/Weekly/Monthly Based on gravity and relevance of published news/articles etc	Format for reporting to be finalized in first 30 days
B	Monthly meetings and reports	To discuss the month gone by activities and performance and the future plans and activities	As and when required

2. Specific Terms & Conditions

2.1. Cost for Preparation of Bid

- 2.1.1. In general, all travel, boarding –lodging and related expenses incurred by the successful bidder on its staff in relation to bidding process and execution of Scope of Work mentioned hereinabove shall be borne by the Bidder.

2.2. Logistic Support by Department

- 2.2.1. Where it is mentioned that the Department will provide logistic support, it is meant that the Department will bear the expenses of venue booking, boarding and lodging, Travel by Taxi, Train (AC2 and below) or air (economy class), local transportation of the concerned with whom the Dept. wants to engage in activity. Agency's representatives/employees will not be considered for any personal reimbursement for any of the events. It is expected that Agency will foresee all such expenses related to its own representatives/employees and thus will cover/built-in it in its quoted fixed retainer fee. For visit to Head Office, Jaipur, by the Agency representative/s for planning, reporting or monitoring/review meetings, no reimbursements of any kind shall be made.
- 2.2.2. All costs incurred by the bidder in respect of submission of RFP and presentation shall be borne by the bidder concerned.

2.3. Geographic Coverage of Scope of Work

- 2.3.1. Public Relation and media coordination work under the Scope of Work of the Agency will primarily cover New Delhi, Mumbai, Kolkata, Hyderabad, Chennai, Ahmedabad, Bangalore, Lucknow, and whole of Rajasthan. Language of communication within these geographical areas will be English and Hindi, however if required content has to be provided in other regional language also on an actual translation cost basis.
- 2.3.2. In case Public Relation and media coordination works are required to undertaken at the locations other than the locations mentioned above, then Agency shall work out financial estimates of such activity and submit to DOT for approval from competent authorities in the DOT. Such works (at the locations other than the locational mentioned above) shall be undertaken after approval of DOT.

2.4. Expenses outside the Bid Price (Fixed Monthly Fee)

The following expenses are not included in the Bid Price quoted by the Bidder in its Bid.

- 2.4.1. **Expenses on Invited guests and hospitality for FAM tours and Interviews etc:** Taxi hiring, Train journeys (AC 2 and below), boarding – lodging, local transport, sightseeing, guide charges etc for invited guests. In particular cases depending upon stature of the guest, reimbursement for higher category ticket/s or Airfare (economy) can be considered by the

DOT on actual bills/vouchers/invoices for reimbursements. No extra agency charges or fee/commission shall be payable to the agency in such cases.

- 2.4.2. **Creating an event/activation program** (other than those mentioned and are to be done as part of fixed deliverables as mentioned in Scope of Work section), translations in extra languages other than Hindi, English languages, press kits, bags etc, souvenirs, travel, expenses on guests/ invitees
- 2.4.3. **Visits by the Agency representative** to Head Office, Jaipur for monitoring and review etc shall be part of fixed deliverable and no extra payment shall be made.
- 2.4.4. **Arranging and commissioning special events** like seminars, conferences and workshops-cost of venue, boarding and lodging for invitees/ guests, sound, light, decor, seating, F&B charges, backdrops, photography, videography
- 2.4.5. **Bulk Postage etc.** Bulk photocopying at special events, cost of specific electronic media monitoring and CD coverage (over and above those mentioned Scope of Work) and (maximum Rs 1.0 Lakh permissible at a time subject to prior approval and based on actual bills)
- 2.4.6. **Special projects** like Consultancy for a specific objective, market research and dip stick surveys
- 2.4.7. **All other unforeseen out of pocket/incidental expenses:** which are not covered or related with Scope of Work and deliverables covered under the Bid Price. For all these expenses, the Agency shall submit an invoice of estimated expenditure for prior approval. Only after receiving the approval of the DOT, the Agency will proceed and incur expenditure as per RTPP Act 2012 & Rules 2013. In urgent cases, approval can also be obtained through email and other means of communication. Final settlement of these expenses will require supporting bills and vouchers. No agency fee or commission shall be payable on such activities. (maximum Rs 1.0 Lakh permissible at a time subject to prior approval and based on actual bills)
- Bidders may note that the Dept keeps several event managers on its panel. New events (those not covered in the Scope of Work) can be organized through these event managers. Active support of the PR firm is expected in geographical reach specified in Scope of Work. Likewise, PR firm shall also be required to coordinate with website management agency of the Department and other such agencies for seamless communication, PR and promotion.*
- 2.4.8. Additional Road Show events - organizing Road Shows/ Press Meets or event of similar nature (over and above specified number of Press meets/ Road Shows which are part of regular Scope of Work)

2.5. Terms and Mode of Payment

- 2.5.1. **Fixed Monthly Fee:** Bidders shall be required to quote a lumpsum amount (in rupees) for providing the Scope of Work for 24 Months as mentioned in hereinabove ("**Bid Price**"). Payment of Bid Price shall be made on monthly basis (Fixed Monthly Fee) for which total Bid Price shall be divided by 24 months to arrive at billing on monthly basis.
- 2.5.2. Bid Price quoted by the Bidder(s) shall be exclusive of GST and all applicable taxes. No adjustment for changes in costs escalation (price variation) shall be admissible in the Bid Price in any case during subsistence of the Agreement to be signed by the DOT and the Selected Bidder.

- 2.5.3. The Agency will provide monthly bills for activities done for the month alongwith report/s stating the status of works mentioned in the Scope of Work (fixed deliverables) and delays alongwith reasons thereof, if any.
- 2.5.4. Bills for other works (outside fixed deliverables) such as management fee payment for organizing press meets out of geographical coverage, out of pocket or third-party expenses, etc. shall be billed separately. These will be paid on the basis of prior approval/s given by the Department and as per actual for which bills and vouchers have to be submitted by the Agency.
- 2.5.5. For the purpose of payments, all the components of Scope of Work shall be treated of equal value. Pro-rata deductions shall be made or payment may be held for that particular component from monthly bills if it is found that the Agency has not done work on any particular component/s satisfactorily or that the work is delayed without valid reasons.
- 2.5.6. Where the deliverables are not of fixed nature or are not quantifiable, it will be the responsibility of the Agency to prove that sincere efforts have been made for that deliverable in the month for which bill has been claimed.
- 2.5.7. Where deliverables are subject to requirement/ needs of the Department or of 'as and when basis' nature and they will be deemed to have been completed if the Department has not stated its requirements in writing for a particular month. There may be deliverables/activities which are one -time activity such as strategy and planning etc. and where frequency and timelines are not specified or given in bid document, in such cases if the agency has completed the activity, it will not be counted and treated as a component in remaining monthly bills for deduction purposes.
- 2.5.8. No advance payment will be made.
- 2.5.9. Selected Bidder/ Agency, within 5 days of completion of previous month, shall submit monthly invoice/ bill (*total bid price divided by 24 months*) in triplicate complete in all respects for the work completed on the basis of the unit-wise cost estimates submitted by the Agency. Payment would be made on the basis of actual work done and on submission of a statement of work having been executed as per the requirements detailed in the bid Document or communicated subsequently by the Department of Tourism.
- 2.5.10. Upon receiving of invoice/bills, DOT shall examine the monthly bill and payment claimed in context of the deliverables mentioned in the monthly progress report viz.a.viz. the activities mentioned in the Scope of Work and release payment in case the activities/ deliverables mentioned in the Monthly Progress Report undertaken in previous month are to the satisfaction of the DOT/ concerned designated officer.
- 2.5.11. The invoice shall show the SGST/CGST/IGST separately for the procurement of services/ work as per work order/ scope of work of the Agreement.
- 2.5.12. Payment shall be made into the bank account of the Agency as per the procedure applicable for Government departments/ offices as the case may be. Expenses on this account, if any, shall be borne by the firm.
- 2.5.13. In respect of additional services supplied by the Agency, which are outside the scope of work, such as image requirement for additional creatives etc., payment would be considered only on the basis of the actual cost, supported by third party invoices etc. by the Agency.

2.6. Key Personnel Requirements

- 2.6.1. To undertake the Scope of Work mentioned above, Selected Bidder Agency shall be required to depute a team of 2 full-time professionals that will be stationed at Department of Tourism

Head Office (Paryatan Bhawan) at Jaipur for undertaking day-to-day activities and coordination.

Job Description, Qualification and Experience of Key Personnel/ Professional to be deputed for the Work/ Project

S. N.	Key Personnel with Job description	Experience And Qualification Required	Nos. Required
1	<p>Chief PR Coordinator (Full Time at DOT Office)</p> <p>He/ She will be the face of the Agency, dedicated to the project/work, based out of Jaipur. Responsible for overall execution / timely completion of directions received from time to time / implementation of deliverables on regular basis as per approved plan. He shall be required to work to interact with concerned officials at DOT on day-to-day basis and ensure execution of the entire work plan</p>	<ul style="list-style-type: none"> • Minimum 5 years' of experience in PR, media, public affairs and advocacy • Graduate in Mass Communication / Journalism • Experience in at least one PR project, completed or ongoing, with State or Central government body/ Tourism Sector / Travel and Hospitality sector 	1
2	<p>Research cum Content Developer (to be stationed at DOT Office)</p> <p>Research and content development in Hindi and English, Prepare USPs / narrative building / stories on various themes of the Tourism and Hospitality sector. Researching in the relevant sectors, competition and creating press material, editing, proofreading and finalizing written material. Gather numerical data and produce statistical data reports for adding value in the stories.</p>	<ul style="list-style-type: none"> • Minimum 3 years experience in journalism, research, story and article writing, other PR related documents in Hindi/English • Experience in at least one PR project, completed or ongoing, with State or Central government body/ Tourism Sector / Travel and Hospitality sector • Graduate / Diploma in any stream. Economics / Mass Communication/ Journalism are preferable. 	1

Note :-

- The above personnel shall be equipped for full mobility with four vehicle and communication (camera, laptops, MS office, photoshop & other software, wi-fi, high speed internet, scanner-printer etc).
- DOT shall assess key personnel's experience for their capabilities in creative writing in English & Hindi, communication & PR skills, speed, and reporting skill set. DOT, in its sole discretion, may direct the Agency to replace any of the above personnel in case DOT finds that that such personnel are not competent to their work profile, not performing as per the project requirements, inappropriate behavior and act, etc.

2.7. Monthly Progress Report

- 2.7.1. Agency, with 5 days of completion of previous month, shall submit a monthly progress report of PR and media coordination activities undertaken in the previous months as well action plan for the next month.
- 2.7.2. Monthly Progress Report shall also indicate activities undertaken by Key Personnels (deputed for the Project) on daily basis in the previous month.

2.8. DOT's Right to Vary Quantity

- 2.8.1. The quantity of work/services originally indicated in the Bid Document may vary without any change in the unit prices and other terms and conditions of the Bid and the conditions of Agreement.
- 2.8.2. If the Department procures less than the quantity indicated in the bidding documents the Agency shall not be entitled for any claim or compensation except otherwise provided in the conditions of Agreement.
- 2.8.3. Orders for additional quantities may be placed on the rates and condition given in the Agreement. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be 50% of the value goods or services of the original Agreement.
- 2.8.4. If the Agency fails to supply the Department shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Agency.

3. Agreement Validity and its Termination

3.1. Agreement Period and Extension

- 3.1.1. Selected Bidder, within 15 days of issue of LOA, shall execute an Agreement with DOT on non-judicial stamp paper of applicable value in the State of Rajasthan. Director, Department of Tourism Rajasthan, Jaipur may condone the delay in execution of Agreement by the successful Bidder. All expenses for signing of Agreement (stamp duty, registration, etc.) shall be payable by the Selected Bidder only.
- 3.1.2. Agreement shall be valid for a period of 24 months from the date of signing Agreement between the Parties ("**Agreement Period**"). Upon expiry of initial Agreement Period of 24 Months,
- 3.1.3. The Director, Department of Tourism Rajasthan, Jaipur, can extend the original Agreement, subject to original terms and conditions for a period deemed fit by him, but not exceeding one year, for which the selected Bidder shall abide.
- 3.1.4. The Agreement can be repudiated at any time by the Director, Department of Tourism Rajasthan, Jaipur, if the services/supplies are not made to his satisfaction after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing. However, Director, Department of Tourism Rajasthan, Jaipur may terminate the agreement of Agreement at any time without notice/intimation to the successful bidder.
- 3.1.5. In case of breach of any terms and conditions of the Agreement or on unsatisfactory performance, the amount of performance Security shall be liable to forfeiture by Director, Department of Tourism Rajasthan, Jaipur apart from termination of the Agreement and decision of Director, Department of Tourism Rajasthan, Jaipur shall be final in this regard.

3.2. Termination of Agreement

- 3.2.1. Agreement can be repudiated at any time by the Director, Department of Tourism, Government of Rajasthan, if the Scope of Work are not delivered to the satisfaction of DOT after giving an opportunity to the Agency of being heard and after reasons for repudiation being recorded in writing. However, Director, Department of Tourism, Rajasthan may terminate the Agreement at any time without notice/intimation to the Selected Bidder/Agency.
- 3.2.2. In case of breach of any terms and conditions of the Agreement or on unsatisfactory performance, the Performance Security shall be liable to forfeiture by Director, Department of Tourism Rajasthan, Jaipur apart from termination of the Agreement and decision of Director, Department of Tourism, Rajasthan shall be final in this regard.

4. Liquidated Damages

4.1. Liquidated Damages

DOT shall be entitled to impose liquidated damages subject to maximum 10% of the Bid Price on the Agency. In case of extension in the task/ services period with liquidated damages, the recovery shall be made on the basis of following percentages of value of services which the bidder has failed to supply: -

(a) Delay up to one fourth period of The prescribed delivery period.	2 ½%
(b) Delay exceeding one fourth but Not exceeding half of the prescribed delivery period.	5%
(c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7 ½%
(d) Delay exceeding three fourth of the Prescribed delivery period.	10%

- Note:** (i) Fraction of a day in reckoning period of delay in task/ services shall be eliminated if it is less than half a day.
- (ii) The maximum amount of agreed liquidated damages shall be 10%
- (iii) If the bidder requires an extension of time in completion of contractual supply of services on account of occurrence of any hindrances, he shall apply in writing (email included) to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (2) Delivery period may be extended with or without liquidated damages if the delay in the task/services is on account of hindrances beyond the control of the service provider & accepted by the Department.

4.2. Recoveries

- 4.2.1. Recoveries of liquidated damages, short supplies, breakage, rejected printed material/articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues, Security Deposit, Performance Security, etc. available with the Department. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.
- 4.2.2. Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts supply orders placed on them by the Department can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with Department against previous rate contracts/supply orders. Agency shall submit details of pending amount lying with corporation but decision of Director, Department of Tourism, Rajasthan, Jaipur regarding authenticity of sum payable shall be final.

4.3. Termination of Agreement in case of Liquidated Damages

- 4.3.1. Agreement shall stand terminated if Liquidated Damages imposed to the Agency reaches its maximum level i.e. 5% of the Bid Price.
- 4.3.2. Notwithstanding any other provisions mentioned hereinabove the Director, Department of Tourism, Government of Rajasthan in its sole discretion may waive off the Liquidated Damages and may give extended time to the Agency to remedy its defaults.

5. Force Majeure

- a) 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, 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.
- b) 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.

6. Dispute Settlement Mechanism

If any dispute arises out of the Agreement with regard to the interpretation, meaning and breach of the terms of the contract/ agreement, the matter shall be referred by the Parties to the Principal Secretary, Tourism, whose decision shall be final.

7. Jurisdiction

- a) All actions, legal proceedings and suits arising from or connected to this bid that may be instituted by any of the parties (DOT/Agency) if necessary, shall be subject to the exclusive jurisdiction of courts in Jaipur, Rajasthan only and not elsewhere.

- b) All correspondence in any connection for this Project/Works shall be addressed to the Director, Department of Tourism, Government of Rajasthan, Opposite Vidhayakpuri Police Station, Sanjay Marg, M.I. Road, Jaipur.