

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.F.3()Advt./Creative Agency/DT/2022/3286

Dated: 24.05.2022

The Director,
DIPR,
Jaipur

Sub.: -Publication of Online NIB for selection of Creative Agency working in the field of advertising film making/ production of TV commercials and advertisement creative. (NIB No. 173/24.05.2022)

Sir,

Attached herewith is an online NIB/ E-bid for selection of Creative Agency working in the field of advertising film making/ production of TV commercials and advertisement creative for the Department of Tourism, Govt. of Rajasthan 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,

Sd/-

Additional Director (Administration)

No.F.3()Advt./Creative Agency/DT/2022/3287-90

Dated: 24.05.2022

Copy for information and necessary action to the following: -

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

Sd/-

Deputy Director (Marketing)

**E-bid for selection of Creative Agency working in the field
of advertising film making/ production of TV commercials
and advertisement creative**

Bid No. 173/ 24.05.2022



RAJASTHAN

The Incredible State of India !

**Department of Tourism, Government of Rajasthan
Jaipur, Rajasthan (India)**

E Bid No. 173 Dated 24.05.2022

Date of issue 24.05.2022

Date of Submission 25.05.2022

E-bid for selection of Creative Agency working in the field of advertising film making/ production of TV commercials and advertisement creative

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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.F.3()Advt./Creative Agency/DT/2022/3285

Dated: 24.05.2022

Notice for Bid No. 173/24.05.2022

E-bid for selection of Creative Agency working in the field of advertising film making/ production of TV commercials and advertisement creative through online open competitive bidding

The Department of Tourism, Government of Rajasthan, Jaipur invites E-Bid for selection of Creative Agency working in the field of advertising film making/ production of TV commercials and advertisement creative with proven experience and credential of Creative Agency, as per particulars given below: -

Name of Work	Estimated cost of work (in Rs.)	E-Bid invited from	Bid Security	Time and last date for submission of bid	Time and date for opening of technical bid
Production of TVCs, Print Creative, Radio Jingle, etc. on turnkey basis	18.00 Crore	25/05/2022	Bid Security @2% of bid value i.e. Rs. 36.00 Lakh	15/06/2022 at 12.00 Noon	15/06/2022 at 3.00 PM

(Note: Estimated cost of work is tentative and actual work orders and the time schedule for the same will be given as per availability of budget and need of the department)

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 15/06/2022 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 bid security i.e. Rs. 36.00 Lakh through e-GRAS portal 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.....

Sd/-
Additional Director (Administration)

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.F.3()Advt./Creative Agency/DT/2022/3285

Dated: **24.05.2022**

Bid No. 173/24.05.2022

E-Bid for selection of Creative Agency working in the field of advertising film making/ production of TV commercials and advertisement creative

Schedule of Bid Process

S.No.	Event Description	Scheduled date
1.	Release of E-Bid	25/05/2022
2.	Last date of receiving queries	30/05/2022
3.	Pre-bid conference	31/05/2022 at 3.00 PM
4.	Department’s response to queries	01/06/2022
5.	Last date of receipt of application to Department of Tourism for purchase/ issuance of bid document	15/06/2022 at 12.00 Noon
6.	Date and Time for opening of Technical Bids	15/06/2022 at 3.00 PM
7.	Date of Presentation	To be appraised later
8.	Date and Time for opening of Financial Bids	To be appraised later
9.	Bid Evaluation Criteria (Selection Method)	Combined Quality cum Cost Based (QCBS)
10.	Bid Document Fee (non-refundable)	E-Bid document fee of Rs. 1000/- (non-refundable) in favour of Director, Department of Tourism, Rajasthan, Jaipur will have to be deposited online through e-GRAS portal (Copy of e-GRAS challan to be submitted before 12.00 Noon on 15/06/2022). Budget Head Name – 0075-00-800-52-01 – निविदा प्रपत्र शुल्क
11.	E- Bid Processing Fee (non-refundable)	E-Bid processing fee of Rs. 1000/- (non-refundable) in favour of MD, RISL, Jaipur will have to be deposited online through e-GRAS portal (Copy of e-GRAS challan to be submitted before 12.00 Noon on 15/06/2022).

		Budget Head Name – 8658-00-102-16-01-RISL FEES
12.	Bid Security	<p>Bid Security – 2% of the bid value i.e. Rs. 36.00 Lakh to be deposited before 12:00 Noon on 15/06/2022). The bidders have to attached e-GRAS Challan.</p> <p>Budget Head Name – प्रतिभूति राशि (8443-00-103-00-00)</p>

Sd/-
Additional Director (Administration)

Letter of Technical Bid Submission
To be provided on 'Company letter head'

Joint Director (Marketing),
Department of Tourism,
Government of Rajasthan,
Paryatan Bhawan, Opposite Vidhayakpuri Police Station,
Sanjay Marg, M.I. Road, Jaipur - 302001.
Email – mktg-dot@rajasthan.gov.in

Subject :- Letter of Technical Bid Submission.

Madam / Sir,

This has reference to the Department of Tourism, Government of Rajasthan Bid no. Dated for selection of a Creative Agency.

In this context, please find enclosed documents as desired for Technical Bid in respect of bid submitted above.

I/We as the authorized representative(s) of the agency hereby declare that all the information and statements made in this Technical Bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of the bid document.

We understand that the Department of Tourism is not bound to accept any Proposal received by it.

Thanking you,

Name of the Bidder:

Authorised Signatory:.....

Name:

Seal:

Date:

Place:

Letter of Financial Bid Submission
To be provided on 'Company letter head'

Joint Director (Marketing),
Department of Tourism,
Government of Rajasthan,
Paryatan Bhawan, Opposite Vidhayakpuri Police Station,
Sanjay Marg, M.I. Road, Jaipur - 302001.
Email – mktg-dot@rajasthan.gov.in

Subject :-Letter of Financial Bid Submission.

I/We as the authorized representative(s) of the agency hereby offer to undertake the assignment of Creative Agency for the Department of Tourism in accordance with your bid document no. dated..... Our financial bid should be uploaded online as Annexure 'C' (BOQ). The financial proposal is exclusive of taxes, which will be claimed as applicable and as per actual.

Our financial bid shall be binding upon us, up to completion of the period of the contract as specified in the bid document.

We understand that the Department of Tourism is not bound to accept any Proposal received by it.

Thanking you,

Name of the Bidder:
Authorised Signatory:
Address and contact.....
Details of Prospective Bidder.....
Name:
Seal:

Date:
Place:

E-Bid for selection of Creative Agency working in the field of advertising film making/ production of TV commercials and advertisement creative

SECTION -I

1. INSTRUCTIONS TO THE PROSPECTIVE BIDDER

1. The Department of Tourism, Government of Rajasthan annually undertakes various promotional and advertising activities. The objective of these activities is to generate awareness about the varied tourism products and destinations in the country, to promote Rajasthan as a preferred tourist destination in the source markets overseas.
2. The endeavour of the Department of Tourism is to promote domestic tourism within the country and to target important and potential source markets overseas.
3. 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. The state was visited by more than **21.99** million tourists in year **2021**.
4. Department of Tourism is actively engaged in promoting and marketing Rajasthan in the Domestic and International Tourist Market through various means. In this context, the Department is seeking the services of the reputed creative agencies working in the field of production of advertising films, TVCs and other such new age promotional material to assist it in further amplifying the message and strengthen Brand Rajasthan through films/ creative/ jingles on '**USPs of Rajasthan**' for display in print/online/digital/OOH on national and international TV channels and in other media.
5. Through its campaigns in the print, electronic, online and outdoor media, the Department of Tourism projects and showcases the varied tourism destinations and products of Rajasthan. The Department also releases advertisements related to important events organised and on achievements and initiatives of the Department.
6. The Department of Tourism, Government of Rajasthan undertakes production of publicity and promotional material on a regular basis which are distributed to tourists, potential consumers, stakeholders in the tourism industry, media, etc.
7. The Department of Tourism, Government of Rajasthan proposes to appoint a Creative Agency for production of high quality promotional film materials such as TVCs/Ad films, documentaries/ short films etc. and for designing and production of required creative and publicity material and other related work. The Creative would, at times, be required at very short notice.
8. The Creative Agency would be appointed for a **period of one year** and with the provision that services of the agency(ies) may be dispensed with at any time, giving three-month notice, in the event of non-performance, under-performance or any other reason which would be specified or emerge during the period of contract.
9. The period of contract of the selected Creative Agency may also be **extended by a maximum period of one year** on the same terms and conditions and as per the rate quoted by the agency.
10. Interested Creative Agencies are invited to submit their proposals online on <https://eproc.rajasthan.gov.in> for the assignment, which must include the following, as detailed subsequently in this document:
 - a. Technical Bid (online only)
 - b. Financial Proposal (online only)

11. It may be noted that (i) the costs of preparing the proposal are not reimbursable and (ii) the Department of Tourism is not bound to accept any of the proposals submitted.
12. The Creative Agency is required to provide professional, objective, and impartial service and at all times, hold the Department's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
13. The Creative Agency would have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Department of Tourism, or that may be reasonably perceived as having this effect. Failure to disclose such situations by the Agency may lead to disqualification of the Agency or termination of the contract.
14. Agencies must observe the highest standards of ethics during the selection and execution of the contract. The Department may reject a proposal at any stage, if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period of time, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

2. OBJECTIVE

The objective of this exercise is to select a suitable creative agency which will assist Department of Tourism in production and making of TV commercials/ advertising films, creative by:

- I. Identifying fresh, innovative and engaging themes for films and creative.
- II. Ability to identify/recommend/engage reputed Film Maker/Director of photography to shoot the films and creative.
- III. Producing the films/TVCs complete in all respects with highest standards for usage in various media.

3. MINIMUM ELIGIBILITY CRITERIA

The agencies submitting the bids should fulfil the below given **Minimum Eligibility Criteria** to qualify for making the technical presentation:

- a. The Prospective Bidder should be an Indian firm registered under Companies Act (Public/ Private Limited) / Partnership/ LLP / Proprietorship firms registered under relevant laws of India. (Registration details to be attached)
- b. The Prospective Bidder must be in possession of a valid GST no. (Document to be attached)
- c. The Prospective Bidder must have a valid PAN Number (Document to be attached).
- d. The Prospective Bidder must have an average annual turnover for three years (2019-20, 2020-21, 2021-22) equivalent to Rs. 20.00 crore or above. (CA certificate to be enclosed).
Note: If audited balance sheet of year 2021-22 is not available, in that case the prospective bidder can submit audited balance sheet and turnover sheet for the years 2018-19, 2019-20 and 2020-21 respectively.
- e. The Prospective Bidder must have been in operation for a minimum period of 7 years as on 1st April, 2022 and working in the field of creative/TVC film productions work. (Proof for the same to be attached)
- f. The Prospective Bidder should have experience in providing creative/ TVC film production work to any Govt. of India/ State Govt. Department / Govt. undertaking/Board/ Corporation) for at least one client with one work order of minimum Rs. 50.00 Lakh in the five financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22). – Work order and Client certificate to be enclosed.
- g. The Prospective Bidder should enclose copy of one work order of minimum value of Rs. 2.00 crore issued by a single client for the works related to creative / TVC film production work during the financial years 2017-18, 2018-19, 2019-20, 2020-21, 2021-22. Work order to be enclosed.
- h. The Prospective Bidder must have its own permanent staff, skill sets and tie ups required for production work. At least 5 creative personnel having experience in TVC production and creative designing should be on the pay roll of the firm. - Agency profile with relevant personnel (like Client Servicing Head, Creative Director and Art Director etc.) details to be enclosed.
- i. The bidder should not have been debarred/blacklisted by any Central/State Government/ Public Sector Undertaking or the firm's work order should not have been terminated during the assigned duration of the contract by any authority.

4. SCOPE OF WORK

- (A) Production of **12 (Twelve) television commercials**, each of a duration of **60-120 seconds** (with shorter edits) **for international/domestic market** as per details given below:

Quality required	4K/HD/SD
Master Film Duration	60-120 Sec
Master Film Language	English & Hindi
Duration of edits/cut Downs	30 and 20 sec
Language Dubs (with voice and super change)	4 Indian Languages and 4 Foreign languages (to be decided later)
Credit Titles/Mutes	Mute Tags, 5 secs, 3.5 secs, 2.5 secs, 2 secs
Audio Rights	TV, Radio, Cinema, Digital & Internet, OOH (Live Media)
Video Rights	TV, Cinema, Digital & Internet, OOH (Live Media)
Duration of Audio Rights	Perpetuity
Duration of Video Rights	Perpetuity

Note:

- a) Based on a comprehensive understanding of the assignment the creative agency will offer overarching **theme** and subject matter of 12 films. This theme should offer clear solution to brand positioning that the bidder intends for Rajasthan Tourism. The Department may also choose the themes and subject matter of the films on its own or pick from the themes suggested by bidder during qualification process.
- b) The scope of work includes concept, research, script writing, cinematography / shooting, editing, music & voice over etc. for producing and delivering the 12 (twelve) 60-120 seconds commercials, with edits.
- c) The TVCs to be produced will be of international quality, comparable with the existing tourism television commercials of Indian States or any other prominent International Tourism Boards. The content of the commercial will be entirely by fresh shoot. The TVCs will be produced on turnkey basis.
- d) End to end conceptualization, theme & location selection, characterisation, script, storyboard, soundtrack, editing, animation, language adaptation and all pre and post production needs. All costs in this regard will have to be borne by the bidder.
- e) All logistic arrangements (travel, stay, food etc.) required for any work under the bid / tender will be made by successful bidder at its cost.

f) All requisite permissions for shooting permissions have to be obtained by the selected firm. However, Dept. will facilitate by issuing letters of support etc.

g) Agency will provide ready to use films in standard multiple formats.

(B) Designing and production of creative for the print (news-papers /other print publications) and digital media, as detailed below, on themes / subjects to be decided in consultation with the Department of Tourism

i. Estimated **36 print creative (12 creative based on theme of films/TVCs as mentioned at point no. 3(A))** for advertisements for release in newspapers and/or other publications, with the ability to be adapted (*adaptation will not be treated as a creative*) for use in other media such as outdoor, online and others. (*1 advertisement of any size will be treated as one creative*). This will include procurement of images wherever required, copy writing, designing, and all other costs involved.

Note: Translations in 4 Indian Languages other than Hindi and 4 foreign languages other than English to be decided later.

(C) 50 high resolution images (besides the photo used in 36 creative mentioned in the clause no. B(i)) to be provided by the firm/ bidder on unseen/ lessor known aspects of Rajasthan. The shoot would have to be fresh.

(D) Production of (Estimated) 6 Radio Spots / Jingles of 60 sec. each with 30 sec. edit, on themes that would be decided by the Department of Tourism as per the requirement. This would include concept creation, story writing, music, voice artist, recording, etc.

i. Besides English and Hindi, the radio spot may be required to be produced, with voice overs in other regional languages such as Tamil, Kannada, Telugu, Gujarati, Marathi, Bengali.

ii. If radio spot/ jingle is required to be produced for shorter / longer duration, payment on pro-rata basis would accordingly be considered.

Note:

a. If the images used in the creative are to be procured from photographers / photo banks, it will be at the cost of the bidder and copyright of the images would preferably rest with the Department of Tourism for all time / perpetuity and if not available for all time use, then as per the terms and conditions applicable for procurement of the images.

b. In case a particular image or a set of images is specifically required by the Department of Tourism and is required to be purchased, the cost for such purchased images shall be paid as per actuals, subject to approval of the same by the competent authority of the Department of Tourism.

- (E) **Branding:** The agency will be required to review the current branding of Rajasthan Tourism and create a new identity with following intent and guidelines:
- Embody the spirit and soul of the destination while creating a new theme and a suitable tag line.
 - Ensure a strong brand recall and impact.
 - Appeal to national and global audience.
 - Ensure flexibility of usage of the same on all platforms of publicity and communication.
- (F) **Adaptation and replication** of existing and new creative produced for various media and their supply as per requirement, during the period of the contract. This may be required to be done by using different software as per need.
- (G) **Miscellaneous work** which may include other small related jobs which are required to be undertaken by the Department of Tourism from time to time, during the period of the contract.
- (H) The quantum of work specified in the Scope of Work is **an estimation** of required work. The quantity may vary as per requirement. For any **additional quantity of work**, pertaining to items of work included in the Scope of Work, payment will be made on the basis of the unit-wise cost/pro-rata basis estimates submitted by the agency. **Payment would be made on the basis of actual work done.** For any other minor miscellaneous creative work which may be required, payment will be made on the basis of cost estimates to be submitted by the agency, with rate reasonability to be decided by a Committee constituted for the purpose.
- (I) **Important Information**
- i. The full copyright of all creative and publicity material produced, would rest with the Department of Tourism, Government of Rajasthan for all time use. This would include full copyright of images used in the creative and publicity material unless the same is right managed.
 - ii. All creative and publicity material designed / produced will be of international quality, comparable with the existing creative and publicity material of the Department of Tourism.
 - iii. The Agency will ensure submission of required creative and any other work undertaken within the time frame that would be conveyed by the Department for each work assigned.

5. PRE BID MEETING

- i. A pre-bid meeting will be held for the interested bidders in the Conference Room, Department of Tourism, Government of Rajasthan, Paryatan Bhawan, Opposite Vidhayakpuri Police Station, Sanjay Marg, M.I. Road, Jaipur -302001 at **3.00 pm on 31/05/2022**, for clarifications required on any aspect pertaining to the bid document. Any change in the pre-bid meeting schedule will be notified on the Department of Tourism's website www.tourism.rajasthan.gov.in. The pre-bid queries could be sent to the Department of Tourism prior to the meeting till **30/05/2022** as per the following format: -

S. No.	Bid No.	Clause No.	Page No.	Queries / requirement	Clarification required

- ii. The queries shall be sent to:-

Joint Director (Marketing), Department of Tourism, Government of Rajasthan, Paryatan Bhawan, Opposite Vidhayakpuri Police Station, Sanjay Marg, M.I. Road, Jaipur - 302001. Email – mktg-dot@rajasthan.gov.in

- iii. Based on discussions held during the pre-bid meeting, amendments / clarifications in the BID Document will be hosted on the websites of the Department of Tourism www.tourism.rajasthan.gov.in and on e-procure website of the Government of Rajasthan by **on 01/06/2022**.

E-Bid for selection of Creative Agency working in the field of advertising film making/ production of TV commercials and advertisement creative

SECTION -II

6. GUIDELINES FOR PREPARATION OF PROPOSALS

- i. Agencies are required to submit their bids online as per the details given below:
 - a. **Technical bid** - Bid processing / bid document fee and Bid security, Letter of Technical Bid submission, Letter of Financial Bid submission and Presentation (Presentation not uploaded in the Technical bid, the Department will call the firms for presentation separately)
 - b. The Creative Agency should be able to provide a qualified Servicing and Creative team, for undertaking the Creative work of the Department, which would work closely with the Department of Tourism. The Team should have a Team Leader with a minimum of three members to service the account of the Department, who would be available as and when required by the Department. One representative of firm should be deputed in Department of Tourism, Jaipur and should be equipped with the required IT equipment and infrastructure. A Confirmation letter from the Creative Agency for being able to provide the qualified team should be enclosed with the Technical Bid. Confirmation letter may be submitted on the company letter head, duly signed by the authorised representative of the Prospective Bidder as per format given in **Annexure F**.
 - c. **Financial bid/ BOQ** (Online only)

7. ASSESSMENT OF TECHNICAL BIDS

The technical bids would be evaluated on the following criteria:

Technical Evaluation:

Bidder's agency profile, it's understanding and the solutions proposed for 4 brand films and other campaign creative will be assessed through a marking system as per criteria given below. The bidder will have to make an AV presentation for the same:

S.No.	Criteria / Parameters	Maximum Marks / Marks allotted
1	Agency's average annual turnover for three financial years (2019-20, 2020-21, 2021-22) (Audited Balance Sheet/ CA Certificate to be attached) 20 to less than 30 Crores: 6 marks, 30 to less than 40 Crores: 8 marks, 40 Crores or above: 10 marks	10

S.No.	Criteria / Parameters	Maximum Marks / Marks allotted																		
2	Work orders for creative / TVC film production work done during the five financial years (2017-18, 2018-19 and 2019-20, 2020-2021, 2021-22): (work orders to be enclosed). -Value of work order of minimum 2 Crore - 3 Marks -Value of work order more than Rs. 2 up to 5 Crore – 6 Marks -Value of work order more than Rs. 5 Crore and above – 10 Marks	10																		
3	Man Power/ Permanent Staff experience in TVC production on the pay roll of the firm with one Client Servicing Head, one Creative Head, one Art Director (Employment record to be enclosed): 5 to 10 Creative/Advertising Professionals (Permanent Staff) - 6 Marks 11 to 15 Creative/Advertising Professionals (Permanent Staff) – 8 Marks More than 15 Creative/Advertising Professionals (Permanent Staff) – 10 Marks	10																		
4	Awards received in the five financial years (2017-18, 2018-19, 2019-20, 2020-2021, 2021-2022) for creative/ creative campaigns/ TVCs (Enclose relevant proof): - For one International award– 3-Marks -For one National award– 2 Marks	5																		
5	Creative / TVC Film production works to various Tourism Departments (MOT GOI/ State Tourism Departments/ Board/ Corporation or Tourism Department/ Board/Corporation of any Country) in the 5 financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22). Work order to be attached. For 1 client: 5 Marks (for each additional client 5 mark each)	15																		
6	Presentation <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>S. No.</th> <th>Topic/Point</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Agency’s creative strategy to develop multi-media content that showcase all facets of Rajasthan</td> <td>10</td> </tr> <tr> <td>2.</td> <td>Concept / theme of the films, tagline etc.</td> <td>10</td> </tr> <tr> <td>3.</td> <td>Approach / treatment of the new films– narration and story board</td> <td>10</td> </tr> <tr> <td>4.</td> <td>Sample - Print creative on Rajasthan</td> <td>10</td> </tr> <tr> <td>5.</td> <td>Strength of the agency, details of specialist/ partners/ associates / production houses</td> <td>10</td> </tr> </tbody> </table>	S. No.	Topic/Point	Marks	1.	Agency’s creative strategy to develop multi-media content that showcase all facets of Rajasthan	10	2.	Concept / theme of the films, tagline etc.	10	3.	Approach / treatment of the new films– narration and story board	10	4.	Sample - Print creative on Rajasthan	10	5.	Strength of the agency, details of specialist/ partners/ associates / production houses	10	50
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	Total-	100																		

Note:

- (1) The agencies scoring minimum 70 marks or above (out of 100 marks) in technical assessment would be eligible for opening of financial bid.
- (2) The Technical Bid should not include any financial information.
- (3) Technical bids carries 75% weightage.

8. FINANCIAL BID

- i. In preparing the financial bid, agencies are expected to take into account the requirements and conditions outlined in the bid document.
- ii. The Prospective Bidder would submit their financial bid which shall contain the following information to be submitted in the standard formats as enumerated below online on <https://eproc.rajasthan.gov.in>:
 - a. Letter of Financial bid submission (as per the format at **page no. 9**)
 - b. Financial quote (as per BOQ-1 and BOQ-2 at Annexure - C)
 - **Total financial quote for one year (exclusive of taxes) : Rs.-----**
 - **For financial Evaluation, the total financial quote for one year will be considered.** This total financial quote will cover all costs / expenses of the Creative Agency for undertaking all work as detailed in the Scope of Work.
 - Break-up of costs for items of work listed in the Scope of Work are also to be submitted in the BOQ-2 at Annexure - C. This break-up of individual costs will not be considered for financial evaluation.

9. OPENING OF BIDS AND SELECTION PROCESS

- i. Technical bids received will be opened in the presence of authorized representatives of the agencies who have submitted proposals on or before 12.00 Noon on 15/06/2022.
- ii. The Technical bid will, in the first instance, be examined in the Department to ascertain fulfilment of eligibility criteria and submission of required documents. Agencies that fulfil the eligibility criteria and have submitted all required documents in their technical bid will be invited to make presentations on their Technical Proposal at a date/time to be specified and conveyed by the Department of Tourism.
- iii. The Technical proposals, on which presentations will be made, will carry weightage of 75% and be evaluated by a committee.
- iv. The agencies scoring more than 70 marks out of 100 marks under technical bid shall be considered for financial bid opening.
- v. Financial bids of the shortlisted agencies will be opened online in the presence of authorized representatives of the agencies on a date /time to be specified by the Department of Tourism. Financial evaluation, based on the rate quoted by the agency as per the format given at **Annexure C**, will carry a weightage of 25%.
- vi. Selection of the agency will be based on the aggregate of the Technical and Financial evaluation. The agency which scores the highest aggregate marks will be awarded the contract.
- vii. From the time the Technical proposals are opened to the time the contract is awarded, if any agency wishes to contact the Department of Tourism on any matter related to its proposal, it should do so only in writing. Any effort by the agency to influence the Department in the proposal evaluation or contract award decisions may result in rejection of the proposal of the agency.

10. COMBINED EVALUATION OF BIDS

- a) The financial bids of bidders who qualify in technical evaluation shall be opened online at the notified time, date and place by the members of the designated committee/ Departmental Procurement Committee in the presence of the bidders or their representatives who choose to be present.
- b) The names of the firms, the rates given by them and conditions put, if any, shall be read out and recorded.
- c) To evaluate a bid, the tendering authority shall consider the following: -
 - i. the bid price as quoted in accordance with bidding document.
 - ii. price adjustment for correction of arithmetic errors in accordance with bidding document.
- d) The financial bid shall be evaluated using the Combined Quality cum Cost Based (QCBS) selection method.

Selection method

- a) The selection method for technically qualified bid is Combined Quality cum Cost Based (QCBS).
- b) QCBS evaluation will be as follows: assuming, Total technical marks, including presentation marks) is T; and Total financial bid price quoted in INR for all items is F; then The overall score of a particular bidder will be calculated using the formula below:

$$B = ((F_{low}/F_{bidder}) * 25) + ((T_{bidder}/T_{high}) * 75)$$

Where:

F_{low} = The lowest Financial Quote received among technically qualified bids
 F_{bidder} = The Financial Quote submitted by the bidder under evaluation
 T_{bidder} = The evaluated Technical Marks awarded to a particular bidder
 T_{high} = The highest Technical Marks achieved by any technically qualified bidder

- c) The bidder having the highest total QCBS score shall be ranked first and would be considered for final selection.
- d) If two or more bidders have the same overall QCBS scores, then the least cost would be given the first preference.

E-Bid for selection of Creative Agency working in the field of advertising film making/ production of TV commercials and advertisement creative

SECTION -III

11. GENERAL TERMS AND CONDITIONS OF CONTRACT:

1. General Terms:

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, he/she 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. The clauses of terms & conditions are as follows: -

- 1.1 E-bid shall be submitted up to **12.00 Noon on dated 15/06/2022** as per schedule to The Director, Department of Tourism, Rajasthan, Jaipur for the supply of services/production as per scope of work through rate contract. At any time prior to the date of submission of bid, bid Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the condition in bid document by an amendment. In order to provide reasonable time to take the amendment into account in preparing their bid, bid Inviting Authority may at his discretion, extend the date and time for submission of bid. Interested eligible bidders may obtain further information in this regard from the office of the Bid Inviting Authority.
- 1.2 The bidder should have average turnover as mentioned in the Eligibility criteria, for the three financial (2019-20, 2020-21 and 2021-22) years to be eligible to participate in the bid (signed by the bidder, duly verified by the CA).
- 1.3 Bid shall be submitted to The Director, Department of Tourism, Rajasthan, Jaipur through **<https://eproc.rajasthan.gov.in>**.
- 1.4 The bidder shall submit following certificates/documents along with the bid:
 - (i) The cost of bid document, RISL processing fee and bid security shall be deposited physically in the office of The Director, Department of Tourism, Rajasthan, Jaipur before the last date and time of bid submission and are non-refundable.
 - (ii) Copies of annual accounts (Balance Sheet & Profit & Loss statements) certified by the auditors for the three financial years (2019-20, 2020-21 and 2021-22) may also be asked.
 - (iii) Bid should not be submitted for the quoted item(s) for which the bidder has been blacklisted/banned/debarred either by bid inviting authority or Govt. of Rajasthan or by any other state/central Govt. and its agencies. This also applies to the bidder for its sister/ allied firm(s)/ unit(s).
 - (iv) The declaration from the bidder regarding qualifications.

The following documents are mandatory and shall be uploaded on e-procurement portal along with Technical bid Submission Checklist. If the following documents/certificates/requirements are not uploaded on portal/fully filled, the bid will liable to be declared non responsive: -

- i. Bid document fee, RISL processing fee and bid Security;
- ii. Copy of the GST Registration Certificate shall be submitted.
- iii. The average turnover of the bidder shall be as per the eligibility criteria for three years (2019-20, 2020-21 and 2021-22).
- iv. Declaration by the bidder regarding qualifications
- v. Duly signed scanned copy as acceptance of terms & conditions.

- 1.5 Financial bid duly filled in **requisite form** giving the rates for quoted items should be submitted through the portal "**[https:// eproc.rajasthan.gov.in](https://eproc.rajasthan.gov.in) (Format (BOQ))**". The rate should not be disclosed in the technical bid.
- 1.6 The required amounts towards cost of bid document fee and processing fee payable to RISL shall be deposited through prescribed challan through e-GRAS portal as per the procedure prescribed. Bid security and copy of the challan for bid document fee and RISL fee may be submitted physically in the required format in the office of Director, Department of Tourism, Rajasthan, Jaipur on or before the last date and time of bid submission.

All bids received will be opened in the presence of bidders, who choose to be present. Financial bid will be opened only for those bidders, who satisfy the eligibility criteria laid down by the department and are qualified to do so on the details furnished by the bidder in technical bid in compliance of terms & conditions of the bid

- 1.7
 - (i) In case of the bid being submitted by a proprietary firm, the bid must be signed by the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a power of attorney in his favour to do so; and in the case of a company, the bid must be signed by an authorized signatory, in the manner laid down in the Articles of Association of the bidder company.
 - (ii) Any change in the constitution of the firm/ company shall be notified forthwith by the bidder/contractor in writing to the Director, Department of Tourism, Rajasthan, Jaipur and such change shall not relieve any former member of the firm/ company from the liability under the conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect with the Director, Department of Tourism Rajasthan, Jaipur. The bidder's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract. Any change in

the constitution of the firm/ company shall be notified forthwith by the bidder/contractor in writing to the Director, Department of Tourism Rajasthan, Jaipur and such change shall not relieve any former member of the firm/ company from the liability under the conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect with the Director, Department of Tourism Rajasthan, Jaipur. The bidder's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.

1.8 The hard copy of bid documents shall be filled with ink or typed. The bidder shall sign the bid form at each page and at the end in token of acceptance of all the terms and conditions of the bid and then scanned copy be uploaded on the e-portal <https://eproc.rajasthan.gov.in>, except the financial bid (BOQ).

(A) No part of the bid document should be detached/deleted.

(B) The bidder shall sign with seal on every page of the bid form and terms & conditions in token of his acceptance of all the terms & conditions of the bid and upload the same along with bid documents. He should also sign at the bottom of each page of the original bid items, non-receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.

Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, this shall render the bid to be rejected without notice

2. Bid Security:

- (i) Bid Security at the rate of 2% of the likely estimated cost of the indicative quantity of the whole duration of rate contract. Bids submitted without bid security will be summarily rejected.
- (ii) A bid security shall be submitted in the Procuring Entity's office within prescribed time as stated in the NIB, without which technical bid shall not be opened.
- (iii) Photocopy of the e-GRAS challan of bid security shall necessarily accompany the technical bid.
- (iv) The bidder required to pay the bid Security amount specified in the Terms and Condition of the bid, in the following cases, namely:-
 - i. when the bidder withdraws or modifies its bid after opening of bids;
 - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
 - iv. when the bidder does not deposit the performance securing within specified period after the supply/work order is placed; and

- v. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bid document.
 - vi. Notice will be given to the bidder with reasonable time before bid securing deposited is forfeited.
 - vii. No interest shall be payable on the bid security.
- (v) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security

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 RTPPP 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.

3. Forfeiture of bid Security:

The bid Securing will be forfeited if:

- (i) The bidder withdraws or modifies the offer after opening of financial bid, but before acceptance of bid,
- (ii) The bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority (on the request of the bidder),
- (iii) The bidder does not deposit the 'performance security' after the confirmation order is placed/requested for signing the agreement,
- (iv) Departments/boards of any State Government or Central Government or Government Company or Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one and more State Government which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub section(5) or (7) of Section 139 of the Companies Act, 2013 or Autonomous bodies, Registered Societies which are owned or controlled or managed by any State Government or Central Government, which produces or manufactures the subject matter of procurement or provides specialised services need not furnish any amount of bid Securing.
- (v) The bidder fails to commence the execution of the work as per work order within the time prescribed,
- (vi) The bidder fails to submit samples/demonstration of quoted item on demand,
The bidder violates any of the terms & conditions of the bid document

4. Rate Offered

- a. The rate quoted will be in Indian Rupees and would be in force for the entire contract period. Department is not responsible for any fluctuation of prices either in International Market or Domestic Market and no request or representation for upward revision of rate will be permissible however down revision of rate will be in confirmative with fall clause.

- b. The bidders should quote their rate in the BoQ "Schedule of Rates" in .xls format attached with the Bid. The rates will be quoted in the figures and if any discrepancy is found in the figures, Bidder will not be allowed to correct such mistake after opening of the Bid.
- c. Rates quoted must be separately written as per the requirements of the Bid form and should exclude all taxes.

5. Correction of arithmetic errors:

Provided that a financial bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- (i) 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 Procuring Entity 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;
- (ii) 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.
- (iii) 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.

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.

6. Performance Security:

- (i) Successful bidders, whose offers are accepted, will have to deposit performance Securing @2.5 % of the quoted cost for entire duration in the bid in favor of Director, Department of Tourism Rajasthan, Jaipur at the time of agreement. The firms, which are registered as MSMEs / sick industries of Rajasthan, shall be required to deposit performance Securing, 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.
- (ii) Performance Security shall be furnished in any one of the following forms:-
 - I. Bank Draft or Banker's Cheque of a scheduled bank;
 - II. 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;
 - III. 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.

- IV. 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.
- (iii) Performance Security furnished in the form specified in clause [I] to [IV] of (iii) above 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.
- (iv) 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.
- (v) The performance security shall be refunded after six months after satisfactory completion of rate contract and after satisfying that there are no dues outstanding against the bidder, subject to comprehensive maintenance agreement provisions.
- (vi) 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.
- (x) The Department will pay no interest on the performance security amount.

7. Agreement

- (i) Successful bidders will have to execute an agreement on a Non Judicial Stamp Paper of Rs 500/-, in the prescribed form with the Director, Department of Tourism Rajasthan, Jaipur. However, Director, Department of Tourism Rajasthan, Jaipur may condone the delay in execution of agreement by the successful bidder. The expenses in this regard shall be borne by the successful bidder. The validity of rate contract under this agreement shall be for a period of 12 months from the date of signing of the agreement.
- (ii) Failure of the successful bidder to execute the rate contract will entail action as per relevant provisions of RTPP Act 2012 & rules made thereunder.
- (iii) The bidder shall furnish the following documents at the time of execution of agreement:
-

- (a) original copy of Bid document signed on each page (*As has been uploaded on e-procurement portal*) at the time of agreement.
 - (b) Attested copy of Partnership Deed, in case of Partnership Firms;
 - (c) Registration Number and year of registration, in case partnership firm is registered with Registrar of Firms;
 - (d) Address of residence and office, telephone numbers, in case of Sole Proprietorship with
 - (i) Registration issued by Registrar of Companies, in case of Company,
- (iv) The period of rate contract shall be 12 months (one year) from the date of signing of agreement.
 - (v) The Director, Department of Tourism Rajasthan, Jaipur, can extend the original contract, subject to original terms and conditions for a period deemed fit by him, but not exceeding one year, for which the bidder shall abide.
 - (vi) The contract 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 rate contract at any time without notice/intimation to the successful bidder.
 - (v) In case of breach of any terms and conditions of the contract/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 contract and decision of Director, Department of Tourism Rajasthan, Jaipur shall be final in this regard.

8. Terms of payment

- (i) No Advance payment will be made.
- (ii) Agency will submit invoices 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.
- (iii) Payment shall be made into the bank account of the rate contracted firm 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.
- (iv) In respect of additional services supplied by the agency, which are outside the scope of work, such as image requirement for additional creative etc., payment would be considered only on the basis of the actual cost, supported by third party invoices etc. by the agency.

9. Applicability of taxes

The invoice should show the SGST/CGST/IGST separately for the procurement of services/work as per work order/ scope of work of the bid document. made by Director, Department of Tourism, Rajasthan, Jaipur.

10. Liquidated Damages

- (i) The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies/services within the period on receipt of order from the Purchasing Officers.
- (ii) In case of extension in the delivery period with liquidated damages, recovery of L.D. shall be made at such rates, as given below, of value of stores which the bidder has failed to supply:-
 - (a) Delay up to one- fourth period of the prescribed Delivery Period - **2.5%**
 - (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 - **7.5%**
 - (d) Delay exceeding three- fourth of the prescribed period -**10%**

Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of agreed liquidated damage shall be 10%.

- (iii) If the supplier requires an extension of time in completion of contractual supply/services on account of occurrence of any hindrances, he shall apply in writing to Director, Department of Tourism, Rajasthan, Jaipur, for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply/services. The firms shall ensure extension of delivery period for delayed supplies/services. The payment shall only be released by purchase officer after sanction of extension in delivery period.
- (iii) Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods/services is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without Liquidated Damage.
- (iv) If the bidder is unable to complete the supply within the specified or extended period, the purchasing officer shall be entitled to purchase the goods/services or any part thereof from elsewhere without notice to the bidder on his (i.e., bidders) account at his cost and risk, with the prior approved from Director, Department of Tourism, Rajasthan, Jaipur. The bidder shall be liable to pay any loss or damage which the purchasing officer may sustain by reasons of such failure on the part of the bidder.
- (v) The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the corporation/government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case supplier fails to deliver ordered goods/services, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier/service provider to acknowledge receipt of orders within seven days

from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply/services period.

11. Recoveries:

- (i) 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 & Securing deposits available with the department. In case recovery is not possible, recourse will be taken under **Rajasthan PDR Act or any other law in force**.
- (ii) 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. Firm 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.

12. Procuring entity's right to vary quantity:

- (i) The quantity of work/services originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract.
- (ii) If the department procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) Orders for additional quantities may be placed on the rates and condition given in the contract. 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 contract.
- (iv) If the Bidder fails to supply the department shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.

13. Validity of Bid

Bids shall be valid for a period of 90 days from the date of opening of technical bid. Prior to the expiry of the period of validity of bid, the procuring entity, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of the bid but in such circumstances bid Securing shall not be forfeited.

14. Breach of Contract

- a) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it will be lawful for the Department to forfeit the amount deposited by the supplier as Performance Securing deposit and cancel the contract without one month's notice.

- b) The Department reserves the right to terminate without assigning any reasons there for the contract/agreement, either wholly or partly, by giving one month's notice to the rate contracted firm(s). The Firm will not be entitled for any compensation whatsoever in respect of such termination of the contract/agreement by the department.

15. Grievance redressal during procurement process:

- (i) The Designation and address of the First Appellate Authority is Principal Secretary, Department of Tourism, Govt. of Rajasthan or as decided by the Govt. of Rajasthan.
- (ii) The Designation and address of the Second Appellate Authority is Secretary, Finance(Budget) department, Govt. of Rajasthan, or as decided by the Govt. of Rajasthan.

(iii) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity 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:

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:

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.

The Officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

- (iv) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), 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 in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

(v) 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.

(vi) Form of Appeal

- (a) An appeal under Para (1) or (3) above 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.
- (vii) **Fee for filling appeal**
- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, 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.
- (viii) **Procedure for disposal of appeal**
- (a) The first appellate authority or second appellate authority, as the case may be, upon filing 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 Finance Department., GoR

16. 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.

17. 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 firm.

18. False documents

- (i) 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.
- (ii) 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.
 - (iii) 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.

19. Right to Accept Bid

The 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.

20. Right of Rejection

The Procurement Committee 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 Creative, Radio Jingle etc. is also reserved by the Director, Department of Tourism, Government of Rajasthan, Jaipur.

21. Conditions

- i. Extra stipulation or any other condition contrary to the above bid conditions are not acceptable and may render the bid liable to rejection.
- ii. The 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.

22. Signature of Bidder

The Bidder must sign all the pages of bid document at the below of terms & conditions agreeing to abide by all conditions of the bid and accept them in to. The Signing of the requisite form(s) shall be treated as acceptance all the terms and conditions of the bid document.

23. Amendment in Special Conditions and General Conditions of contract:

The Procurement Committee of Director, Department of Tourism, Government of Rajasthan, Jaipur may relax or change/ modify terms and conditions in the exigency excluding fundamental changes.

24. Force Majeure:

- I. 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.

- II. 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.

25. Dispute settlement mechanism:

If any dispute arises out of the contract / 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

26. Jurisdiction:

All actions, legal proceedings and suits arising from or connected to this bid that may be instituted by any of the parties (Director, Department of Tourism, Government of Rajasthan, Jaipur or the Rate contracted firm(s)), if necessary, shall be subject to the exclusive jurisdiction of courts in Jaipur, Rajasthan only and not elsewhere.

All correspondence in any connection for this bid/contract should be addressed to the Director, Department of Tourism, Government of Rajasthan, Opposite Vidhayakpuri Police Station, Sanjay Marg, M.I. Road, Jaipur. Technical questions should be referred to the Director, Department of Tourism, Government of Rajasthan, Jaipur direct by correspondence or by personal contact.

27. Compliance with the Code of Integrity:

Any person participating in a procurement process shall –

- I. 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;
- II. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- III. not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- IV. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- V. 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;
- VI. not obstruct any investigation or audit of a procurement process;

- VII. disclose conflict of interest, if any; and
- VIII. 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.

28. Conflict of interest:

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest 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.

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:

- I. have controlling partners/ shareholders in common; or
- II. receive or have received any direct or indirect subsidy from any of them; or
- III. have the same legal representative for purposes of the Bid; or
- IV. 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 Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- V. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- VI. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- VII. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

29. The bid document shall be signed by authorized signatory of the submitting firm with date and seal

30. Bids received after the due date and time will not be considered.

31. Wherever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules & RTPP Act, 2012 RTPP Rules 2013 of the state government shall apply

32. For any clarification, the interested agencies may meet the undersigned or queries can be sent through mail at mktg-dot@rajasthan.gov.in addressed to Joint Director (Marketing).

12. SPECIAL CONDITIONS FOR THE BIDDERS

- i. The original proposal (Technical bid) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be authenticated by the persons or person who sign(s) the proposals.
- ii. An authorized representative of the firm should authenticate all pages of the Technical Proposals
- iii. The index of the bids should clearly reflect the list of documents requested in the Technical bid.
- iv. All pages in the bid should be numbered.
- v. Avoid scanning / photo copy of more than one documents on a single sheet paper i.e. single document on a single sheet of paper.
- vi. All the documents should be legible.
- vii. The Technical bid should be submitted online on <https://eproc.rajasthan.gov.in>.
- viii. The Proposal should be submitted on or before 12.00 Noon on 15/06/2022.
- ix. No Proposal will be accepted after the deadline for submission and in the event of any proposal being received after the closing time for submission of proposals, the same shall be returned un-opened.
- x. The ownership of all material produced / designed through the Creative Agency will at all-time rest with the Department of Tourism, Government of Rajasthan and the agency / copy writer / photographer / producer, etc. will have no proprietary or other rights in respect of the same. This would include full copyright for all time use of the images / photographs / radio jingles used in the creative and publicity material (unless bound by copyright rules).
- xi. The Creative Agency will provide the TVCs, Films, creative and publicity & promotional material etc. in standard international formats as would be required and conveyed by the Department of Tourism, Govt. of Rajasthan.
- xii. The Creative Agency will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. The Department of Tourism will not be a party to any disputes arising out of copyright violation by the agency.
- xiii. The Creative Agency will be responsible for obtaining any permissions that may be required for undertaking work as detailed in this Bid Document. The Department of Tourism will assist the Agency in this regard, wherever possible.
- xiv. The Creative Agency will at no time resort to plagiarism. The Department of Tourism, will not be a party to any dispute arising on account of plagiarism resorted to by the agency.
- xv. All logistic arrangements required for any work under the bid will be made by successful bidder at its cost.
- xvi. If the work done by the Creative Agency found unsatisfactory, the decision on the deduction will be decided by the Departmental Procurement Committee (DPC). Decision of the Director, Department of Tourism, Rajasthan, Jaipur shall be final in this regard.

- xvii. Payment would be made in the stages after completion of the work unit wise as per scope of work to the satisfaction of the Department and as per requirements detailed in the bid document or communicated subsequently by the Department of Tourism as below:

S. No.	Stages	Payment
1.	On completion of production of 2 TVC	90% of the quoted cost for the production of TVC will be made. Remaining 10% amount will be made at the end of the contract period.
2.	On production of 2 radio jingle	90% of the quoted cost for the production of radio jingle will be made. Remaining 10% amount will be made at the end of the contract period.
3.	On providing set of 5 print creative and thereafter	100% of the quoted cost for print creative will be made.
4.	Set of 10 high resolution images	100% of the quoted cost for photo shoot (pro-rata) will be made.
5.	Miscellaneous jobs	100% payment will be made on satisfactory completion of the work.

E-Bid for selection of Creative Agency working in the field of advertising film making/ production of TV commercials and advertisement creative

SECTION -III

CHECKLIST FOR BID PREPARATION

TECHNICAL BID (to determine Minimum Eligibility):-

S.No.	Requirements	Page No.
1.	Bid/EOI Document Fee of Rs. 1000/- in favour of Director, Department of Tourism, Government of Rajasthan, Jaipur through e-GRAS portal (copy of challan enclosed)	
2.	Bid/EOI Processing Fee of Rs. 1000/- in favour of MD, RISL, Jaipur through e-GRAS portal (copy of challan enclosed)	
3.	Bid Security @2% of Bid Value i.e. Rs. 36.00 Lakh through e-GRAS portal (copy of challan enclosed)	
4.	Certificate for Registration (Registered under companies Act / private limited / partnership/ LLP / proprietorship / relevant laws of India)	
5.	GST No.	
6.	PAN No.	
7.	CA certificate for average turnover equivalent to Rs. 20.00 crore or above in the three financial years 2019-20, 2020-21, 2021-22 Note: If audited balance sheet of year 2021-22 is not available, in that case the prospective bidder can submit audited balance sheet and turnover sheet for the year 2018-19.	
8.	Proof of experience in operation for a minimum period of 7 years as on 1 st April, 2022 and working in the field of creative/film productions work / services	
9.	The Prospective Bidder should have experience in providing creative/ TVC film production work to any Govt. of India/ State Govt. Department / Govt. undertaking/Board/ Corporation) for at least one client with one work order of minimum Rs. 50.00 Lakh in the five financial years (2017-18, 2018-19, 2019-20, 2020-21 and 2021-22). – Work order and Client certificate to be enclosed.	
10.	Copy of one work order of minimum value of Rs. 2.00 crore issued by a single client for the works related to creative / TVC film production work / services during the financial years 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22	
11.	Details of man power / permanent staff personnel (like Client Servicing Head, Creative Director and Art Director etc.), experience in TVC production on the payroll of the firm (on the company letter head)	
12.	Declaration of Ineligibility for Corrupt or Fraudulent practices with any Government departments/ agencies/ ministries or PSU's and should not be blacklisted by any government departments/agency/ Ministries or PSUs.	
13.	Undertaking for the assignment in accordance with the Scope of Work	

E-Bid for selection of Creative Agency working in the field of advertising film making/ production of TV commercials and advertisement creative

SECTION -IV

Annexures and Forms

1. **Annexure A** – Declaration by the Bidder regarding Qualifications
2. **Annexure B**- SRF 11 (Declaration by Bidder)
3. **Annexure C** – BOQ-1 and BOQ-2
4. **Annexure D** – Annual Turnover Statement
5. **Annexure E** - Affidavit regarding compliance to Terms & Condition of Bid
6. **Annexure F** – Technical Undertaking
7. **Annexure G** – Financial Undertaking (On Rs.100/- non judicial stamp paper duly attested by Notary Public)
8. **Annexure H** - Bidder Authorization Certificate
9. **Annexure I** – Compliance with the code of Integrity and No Conflict of Interest
10. **Annexure J** – Agreement SR Form -17
11. **Annexure K**- Form of Appeal

Declaration by the Bidder regarding Qualifications

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids Nodated.....I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administer in end by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Place:

Signature of bidder Name:

Designation:

Address:

Declaration by Bidders

I/We hereby declare that I am/We Are the Bonafide Creative Agency of for the production and making of TV Commercial / advertisement films, creative and publicity material for which quotations are submitted by us. Our office/ manage time facility is located at the following address.

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

Further I/We declare that all the type of creative (TVC's/ Print Creative/ / Radio Jingle etc.) are being made by us in the current period.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the bid, if any, to the extent accepted, may be cancelled.

Date:

Place:

Address:

Signature of bidder Name:

Designation:

Financial Quote (BOQ) – to be submitted in online in xls.**BOQ-1**

Online bids under two envelope system are invited from eligible and reputed bidders for production and making of TV commercials/ advertising films, creative for Rajasthan Tourism

Name of Work: Selection of Creative Agency working in the field of advertising film making/ production of TV commercials and advertisement creative				
Bid Number				
Name of the Bidder/ Bidding /firm/ Company:				
PRICE SCHEDULE				
This BOQ-1 template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidder are allowed to enter the Bidder Name and Values only)				
Financial Quote Details				
Break-up cost of the total financial quote				
NUMBER#	TEXT#	NUMBER#	NUMBER#	TEXT#
S. N.	Name of Item	Quote Per Unit in INR (excluding taxes)	Total Quote in INR (excluding taxes)	Amount in words
1	2	4	5	6
1	Production of TVCs, Print Creative, HD Images, Radio Jingle etc. on turnkey basis			
Total Quoted Rates in Figures				
Total Quoted Rates in words				
Note: Agencies should be careful while preparing their Financial Bid and ensure that there is no mismatch while making calculations as indicated in BOQ-2				

Note:

Agencies should be careful while preparing their Financial Bid and ensure that there is no mismatch while making calculations, as indicated in BOQ-2

- i. Taxes / GST as applicable in India will be paid as per actual and the same are not required to be indicated in the financial bid.
- ii. The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by the Department of Tourism.
- iii. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

BOQ-2

Name of Work: Selection of Creative Agency working in the field of advertising film making/ production of TV commercials and advertisement creative					
Bid Number					
Name of the Bidder/ Bidding /firm/ Company:					
PRICE SCHEDULE					
(This BOQ-2 template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidder are allowed to enter the Bidder Name and Values only)					
Financial Quote Details					
Break-up cost of the total financial quote					
NUMBER#	TEXT#	NUMBER#	NUMBER#	NUMBER#	TEXT#
S. N.	Name of Item	Total No. of Units (TVC/Films/Print Creatives)	Quote Per Unit in INR (excluding taxes)	Total Quote in INR (excluding taxes)	Amount in words
1	2	3	4	5	6
1	Designing and production of TVC/film. This would include scripting, casting, editing, designing, shooting and supplying master TVC of 60-120 seconds in specified formats for TV, digital and theatre. (Cost for 12 TVCs)	12			
2	Cost for adaptation of TVC into 2 shorter edits of 30 second and 20 second each. (Cost for 12x2 TVCs)	24			
3	Cost for Translation of films into 4 Indian Languages. (Cost for 12 TVCs x 4 languages)	48			
4	Cost for Translation of films into 5 Foreign Languages. (Cost for 12 TVCs x 5 languages)	60			
5	Designing and production of print ad creative (based on TVCs). This would include copy writing, designing, photo-shoot, image hiring, final layout and preparing and supplying master artwork in print-ready format. (Cost for 36 creative)	36			
6	Cost for Translation of Print Creative (based on TVCs) in 5 Foreign Languages. (Cost for 36 creative x 5 languages)	180			
7	Cost for Translation of Print Creative (based on TVCs) in 4 Indian Languages. (Cost for 36 creative x 4 languages)	144			
8	Cost for adaption in OOH creative (for 36 creative)	36			
9	50 High resolution images (besides the photo used in 36 creative mentioned in the clause no. B(i)) - resolution images related to the TVCs/films. (cost for 50 HD images)	50			
10	Production cost of 6 radio spot/jingle of 60 sec. with 30 sec. edit. This would include cost of developing script, music, hiring voiceover artist and other production cost. (cost for 6 radio spot/jingle of 60 sec. and 30 sec.)	6			

11	Dubbing of 6 radio spot/jingle in 10 major Indian language for 60 sec and 30 sec. edit (Cost for 6 Radio Jingle x 10 language)	60			
Total Quoted Rates in Figures					
Total Quoted Rates in words					

(On Firm's letter head)

Annual Turn Over Statement

[Ref. Section-I-ITB-Clause No.9 and Section-VIA GCC Clause 2.6 (Viii)]

The Average Gross Annual Turnover of M/s.....(*Name of Firm*)..... and address for the past three years are given below and certified that the statement is true and correct:-

S. NO.	Financial Years	Turnover in Lakhs (Rs)
1.	2019-20	-
2.	2020-21	-
3.	2021-22	-
Total		- Rs. _____ Lakhs
Average gross annual turnover		- Rs. _____ Lakhs

Date

Signature of the bidder

Signature of Auditor/Seal
Chartered Accountant
(Name & Address.)
Tel. No.
Mob. No.

Note: If audited balance sheet of year 2021-22 is not available, in that case the prospective bidder can submit audited balance sheet and turnover sheet for the years 2018-19, 2019-20 and 2020-21 respectively.

Affidavit regarding compliance to Terms & Condition of Bid

Bidder's Name:.....

I/We confirm that I/We are authorized to submit Bid on behalf of the firm participating in the Bid and have perused the entire Tender/ Bid document including all its amendments till date.

Having perused the subject Bid with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Tender/ Bid document including technical particulars, detailed technical specifications of the product, special terms & conditions and general terms & conditions wherever indicated, offer validity, terms of delivery without any deviations whatsoever:

I/We also confirm acceptance of the all general terms & conditions of Bid document.

I/We certify that the prices quoted against the Bid are competitive and without adopting any unfair / unethical means in including cartelization.

I/We certified that tendering firm has not been banned by any Government Department of the State / PSU from business dealings.

I/We also certified that the information given above is factually correct, true and nothing material has been concealed.

Date
Place:

Signature of Bidder with Seal
Name
Designation:
Address:

TECHNICAL UNDERTAKING
To be provided on ‘Company letter head’

Joint Director (Marketing),
Department of Tourism,
Government of Rajasthan,
Paryatan Bhawan, Opposite Vidhayakpuri Police Station,
Sanjay Marg, M.I. Road, Jaipur - 302001.
Email – mktg-dot@rajasthan.gov.in

Subject :- Undertaking in respect of **Technical Bid**

Madam / Sir,

This has reference to the Department of Tourism’s BID no.... dated for Appointment of a Creative Agency.

In this context, I / We as an authorized representative(s) of company, certify the following:-

- a) That we shall provide a **qualified Servicing and Creative team**, for undertaking the Creative work and campaigns of the Department, which would work closely with the Department of Tourism. In the event of any change in any of the identified team members during the contract period, the same will be conveyed to the Department of Tourism in advance, along with details of the new Team Member identified as a replacement. Details of the identified Team Members are given below:

Name and Contact details including e-mail and tel. / mobile no.	Educational Qualifications	Total years of experience	Years of experience in the Agency

- b) That we have a **registered office** and details of the Team Members stationed at this office are given below:
(To be listed)
- c) I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to **undertake the assignment**, in accordance with the Scope of Work detailed in the bid document and at the cost fixed by the Department of Tourism.
- d) I/We will assure that I/We will strictly abide by the terms and conditions of the Bid etc., and the instructions issued by the Procuring Entity time to time.
- e) I am/we are enclosing the following documents as per the terms and conditions of the Bid:
1. e-GRAS Challan no..... Date for Rs...../-
(.....) towards bid cost.
 2. e-GRAS Challan no..... Date for Rs...../-
(.....) towards RISL.
 3. e-GRAS Challan no..... Date for Rs...../-
(.....) towards bid security.

4. Affidavit attested by a notary to that effect that the bidder has no past or present criminal record with the Police/Vigilance and enforcement Dept. Govt. of Rajasthan or Govt. of any other state /Govt. of India.
5. Affidavit stating that the bidder or any of the partners or Representatives were never blacklisted by Any Department of Government of Rajasthan/Central Government/any State Government/any Union Territory/State Agency at time or involved in diversion of stocks or involved in case under E.C. Act or Convicted by Court of Law in a criminal case.
6. Copy of the partnership deed along with permanent and present addresses of the partners in case of a Firm.
7. Copy of the Registration Certificate, if it is firm / Limited Company.
8. Copy of the Registration Certificate with GSTIN also submit last 3 month GST Return copy.
9. Copies of the audited accounts for past 3 years mentioned in the bid.
10. Copies of past performance, supply orders etc as per qualification criteria.
11. All other documents as required in the qualification criteria.

f) I/We hereby affirm that the Department is at liberty to take action against me/us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

Name of the Bidder:

Authorised Signatory:.....

Name:

Seal:

Date:

Place:

**FINANCIAL UNDERTAKING
(On Rs.100/- non judicial stamp paper duly attested by Notary Public)**

I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of services (TVC’s, Creative and Radio Jingle etc.) as per specifications mentioned in scope of work of the Bid document at the rate quoted by me/us at the destinations specified by Department.

I/We will assure that I/We will strictly abide by the terms and conditions of the Bid, agreement and the instructions/orders issued time to time.

I/We will furnish the prescribed performance Security amount of (2.5%) on the total value of the cost of the quantity for supply, within fifteen (15) days of the acceptance of my/our Bid and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the Bid and my/ our Bid Securing stand forfeited if I/ we fail to furnish the prescribed performance Securing and also enter into agreement within fifteen (15) days of acceptance of my/our Bid and I/we will strictly abide by the terms and conditions etc. as per the agreement. In the event of non-fulfilment of contract by me/us, my/our Securing deposit or any amount available with the Procuring Entity are liable to be forfeited, award of supply contract stand cancelled besides blacklisting me/us.

Name of the Bidder:

Authorised Signatory:.....

Name:

Seal:

Date:

Place:

ANNEXURE-I: BIDDER’S AUTHORIZATION CERTIFICATE

{to be filled by the bidder}

To,
Joint Director (Marketing),
Department of Tourism
Rajasthan, Jaipur.

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are asunder.

Thanking you,

Name of the Bidder:-

Signature of bidder with seal

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place: _____

COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST-

Any person participating in a procurement process will-

- 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 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 any-competitive behaviour 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 part 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.

1. CONFLICT OF INTEREST: -

The bidder participating in a bidding process must not have a conflict of interest.

A conflict of interest 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.

A bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to:

- a. Have controlling partners/ shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or

- c. Have the same legal representative for purposes of the Bid; or
- d. 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 bidder, or influence the decisions of the procuring entity regarding the bidding process; or
- e. The bidder participates in more than one Bid in a bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all Bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one Bid; or
- f. The bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
- g. bidder or any of its affiliates has been hired or is proposed to be hired by the Procuring Entity as engineer-in charge/ consultant for the contract.

Name of the Bidder:

Authorised Signatory:.....

Name:

Seal:

Date:

Place:

AGREEMENT

(See Rule 68)

An agreement made this ----- day of -----2022 between M/s..... (hereinafter called ".....", which expression shall, where the context so admits, be deemed to include his heirs' successors, executors and administrators of the one part

AND

The Department of Tourism, Government of the State of Rajasthan (herein after called " the Government" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved M/s.....(**Service provider**) has agreed with the Government to supply to the Department of Tourism, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the contract appended herewith and at the rates set forth in the **work order no. ----- dated.....**

3. And whereas the M/s..... has deposited a sum of **Rs.**as performance security vide DD No.:

DD No.	Dated	Amount (Rs.)
---------------	--------------	---------------------

This security money shall be refunded within one month of the final task as per work order, after the expiry of the contract on satisfactory completion of the same or after the expiry of the period of defect liability, whichever is later and after satisfied there are no dues outstanding the service provider as per GF & AR.

4. Now these Present witness:

(1) In consideration of the payment to be made by the Government through ECS/NEFT at the rates set forth in the Schedule hereto appended the **M/s.....** will duly supply the services set forth in aforementioned work order no. dated thereof in the manner set forth in the conditions of the work order and contract entered into.

(2) (a) The Government do hereby agree that if the **M/s.....** shall duly release of task of supply the said services in the manner aforesaid observe and keep the said terms and conditions mentioned in the work order no. dated, the Government will through ECS/NEFT pay or cause to be paid to the M/s at the time and the manner set forth in the said conditions, the amount payable for each and

every consignment.

(b) The mode of Payment will be as specified below: -

ECS/NEFT

Bank name :

Branch :

A/C No. :

IFSC :

PAN :

GSTIN :

5. M/s shall submit the task/service (as per work order no. dated) with all deliverables as per the work order and subsequent changes received by the Department of Tourism, Government of Rajasthan. The task/ services shall be effected and completed within the period from the date of work order.

6. (1) (i) 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 M/s..... 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 M/s 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.

(3) The Government will release payment to the agency within 30 days of after satisfaction scope of work & deliverables and verification of bills by Joint Director (Marketing) and deducting TDS @ 2% under section 194 C of Income Tax Act and GST Act.

7. In case M/s is not able to complete assigned work after release of work order, penalty deduction for under performance will be decided by the Commissioner/ Director, Tourism.

8. All Clause of RTPP Act & Rules / GF&AR will be applicable with agreement.
9. All disputes arising out of this agreement and all questions relating of the interpretation of this agreement shall be decided by the Commissioner/ Director, Department of Tourism and the decision of the Commissioner/ Director, Department of Tourism shall be final.

In witness whereof the parties hereto have set their hands on theday of 2022.

Signature of the approved M/s

Signature for and on behalf of
Governor

Name :

Designation:

Commissioner/Director
Department of Tourism, Rajasthan

Date :

Witness No. 1

Date :

1. Witness

Witness No. 2

2. Witness

FORM No. I

[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof

Before the (First/Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

2. Name and address of the respondent(s):

- (i).....
- (ii).....
- (iii).....

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:.....
.....
..... (Supported by an affidavit)

7. Prayer:

Place:

Date:

Applicant’s signature