



RAJASTHAN

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Request for Proposal (RFP) Document

For

Selection of Agency

For

Social Media Operations & Management

For

Rajasthan Tourism

Government of Rajasthan, Department of Tourism

Paryatan Bhawan, Opp. Vidhayakpuri Police Station, Sanjay Marg, Jaipur-302001
email:-cotraj@gmail.com, mktg.rajasthantourism@gmail.com Tel. / Fax. 0141 2822800

No. F3()/Mktg/ Social Media Bid/ 2019 - 20/16117

Date: 11/10/2019

Chapter 1 : NOTICE INVITING BID (NIB)

Bid No.: 124

Name & Address of the Procuring Entity	<ul style="list-style-type: none">• Name: Director, Department of Tourism (DoT)• Address: <i>Paryatan Bhawan, Opposite Vidhayakpuri Police Station, Sanjay Marg, Jaipur -302001 (Rajasthan)</i>
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none">• Name: Mr. Anand Kumar Tripathi• Designation: Joint Director (Marketing)• Address: <i>Paryatan Bhawan, Opposite Vidhayakpuri Police Station, Sanjay Marg, Jaipur -302001 (Rajasthan)</i>• Email: mktg.rajasthantourism@gmail.com
Subject Matter of Procurement	RFP for Selection of Agency for Social Media Operations and Management for two years for Rajasthan Tourism
Bid Procedure	Two Part (Technical (AV Presentation) & Financial), Open Competitive eBid Procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Combined Quality cum Cost Based (CQCB)
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none">• Websites: http://eproc.rajasthan.gov.in, http://sppp.rajasthan.gov.in and http://tourism.rajasthan.gov.in
Estimated Procurement Cost	Rupees: 70 Lakhs (Excluding Taxes)
Bid Security and Mode of Payment	Rupees: 1.40 Lakhs (Demand Draft or Banker Cheque)
Bid Validity	90 days from the bid submission deadline
Last date & time for receiving pre-bid queries	15/10/2019 at 12 Noon
Date & Time of Pre-bid meeting	16/10/2019 at 3PM
Last Date & Time of Submission of Bid	23/10/2019 at 12.00 PM
Date & Time of Opening of Technical Bid	23/10/2019 at 01.00 PM
Date & time for AV presentations	To be apprised by Deptt.
Date & time of opening of Financial Bids	To be apprised by Deptt.
Bid Application Fee	Rs. 1000/-

<i>(Demand Draft should be drawn in favor of "Director, Department of Tourism" from any Nationalized / Scheduled Bank, Payable at Jaipur)</i>	
Bid Processing fees (Demand Draft should be drawn in favour of M.D. RISL from any nationalized scheduled bank payable at Jaipur)	Rs .1000/-
Date of Award of Contract	After finalization of financial bid
Bid Security <i>(Either in the form of a DD drawn in favour of "Director, Department of Tourism, Government of Rajasthan", payable at Jaipur. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.</i>	Rs. 1.40 Lakhs
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for RFP Document Fees, RISL Processing Fees and Bid Security should be submitted before bid submission date/time physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. 2) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for RFP Document Fee, Bid Security, and RISL Processing Fee within specified time limit, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for RFP Document fee and Bid Security should be drawn in favour of "Director, Department of Tourism" payable at "Jaipur" and Banker's Cheque/ Demand Draft for RISL Processing Fee should be drawn in favour of "Managing Director, Raj COMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank. 3) DoT/RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 4) The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason. 5) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the Selected Bidder. 6) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 7) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail. 	

--Sd--

(Sanjay Johari)

Deputy Director (Mktg.)

CHAPTER 2: PROJECT PROFILE & BACKGROUND INFORMATION

State of Rajasthan is one of the most favored tourist destinations in India for both domestic & International traffic. Rajasthan, being a premier tourist destination, attracts tourist for its historical forts, palaces, art and culture. Tourism has emerged as a major industry and has immense employment potential for the state.

- 1) Tourism already occupies a prominent place in the state's agenda as a crucial engine for growth and employment. The state government in the recent past has made efforts for the maximum benefit from tourism sector. Public and private sector have been jointly promoting tourism in the state and have made productive efforts to exploit the vast potential of tourism sector.
- 2) Tourism has been one of the biggest revenue generators for the state since long. Owing to its rich and varied topography, vibrant culture and captivating festivities, the State of Rajasthan offers immense tourism delights to the visitors in the State. Visitors, starting from neighbouring states to the far flung countries through the state at different times especially during the cooler periods starting from November to February. The rate of growth of tourism in Rajasthan has been sustained at around 5-7% per annum in the last few years. Some of the tourism products of Rajasthan have become popular among the tourists such as Palace-on-Wheels, Heritage Hotels, Camel Safaris, Pushkar Fair, Desert festival, Palace Hotels & Wild Life Sanctuaries/ National Parks.
- 3) Department of Tourism is working as a separate entity for the execution of national and state level policies, programs and also as a coordinating agency for the Central - State Government Department/ Offices and Private sectors activities for promotion of tourism in the state.
- 4) Under the aegis of Tourism Department two public sector entities viz. Rajasthan Tourism Development Corporation Ltd. (RTDC) and Rajasthan State Hotel Corporation Ltd. and one society i.e. Rajasthan Institute of Tourism and Travel Management (RITTMAN) are also operating.
- 5) The development of Information and Communication Technologies (ICTs) has had more marked effects in the tourism industry than in many other business sectors. Emerging technologies have changed a growing number of tourist industry functions, from marketing and promotion to production and supply. New services have been made available, which have in turn influenced company choices and behaviour, and have led to the construction of new business models. However, since the technology itself is now available to almost everyone its effective utilization is imperative to create a rich tourist experience.
- 6) Leveraging upon this channel, Department of Tourism, Government of Rajasthan envisions presenting the magic of vibrant Rajasthan - its rich heritage, colourful culture, exciting desert safaris, shining sand-dunes, amazing variety lush forests and varied wildlife that delights every traveller through their social media accounts.
- 7) The DoT, Rajasthan has got its existing web site developed in English and Hindi for the tourists. In a further bid to provide handy information to the tourists and become more interactive with them, the Department envisages to publicize its products through social media websites like Facebook, Twitter, Instagram, YouTube etc. The social media sites are not only a powerful medium of connection directly with the tourists, but the tourists can interact online with the Department and express their views on the events and other tourism products of Rajasthan. The Department intends to do a Social

Media branding of Rajasthan Tourism with promotion and optimization for Department of Tourism, Rajasthan events and products.

Chapter 3 : Scope of work

Social Media Operations and Management refers to marketing & brand building, contents, activities, upcoming events / fairs & festivals promotion and search engine optimization on social media such as social networking sites with the intent of increased visibility and attracting unique visitors to website content.

The scope of work includes promotion on minimum following social media sites / platforms – Facebook, Instagram, Twitter, YouTube, Pinterest, Tumblr, LinkedIn, Snapchat and Vimeo etc. The scope of work includes, but not limited to, the following activities:

Part A:- Strategy

a) Social Media Strategy

Strategize, plan and continuously improvise the Social Media Strategy for Rajasthan Tourism. This includes how to optimize social media as a platform to strengthen Rajasthan Tourism as a brand and Tourism in Rajasthan in general. Proactively engage with DoT to validate the strategy. Furthermore, leverage social media analytics to feedback into the overall strategy. Assess and target key influencers (seeds and drivers of popularity) in the overall strategy.

b) Social Customer Relationship Management (CRM)

Provide accurate, complete, polite and prompt feedback to user interactions on the social media sites. The bidder shall seek input from department where the feedback requires such information. User interactions shall be replied in the originating language of the user (limited to Hindi and English languages only); in all other cases, reply in English language shall be provided.

c) Content Service Provider (CSP)

Create, update and publish content that is photo-rich & video-rich, original, engaging and factually & grammatically correct. The content may be derived from the existing portal and associated sites; however, the solution provider shall be responsible for the delivery of overall content, including any new content that may be desired. Content is medium-agnostic and thus may be text, photo, video, audio,

diagram, scanned document etc. The ownership of and right to all content shall be of the Purchaser.

Content Service Provider services are a large and key aspect of the work. The bidder must provide original creative writing along with original/innovative photo and video coverage, on the social media, beyond existing content available at DoT's website or in public domain.

d) Moderation

Moderate the sites to avoid spam, advertisements and inappropriate content.

e) Currency

Ensure currency with respect to current season or key event in the state by changing or promoting corresponding content (text, photos or other) or display theme at periodic intervals. Regularly and periodically update the page with respect to the current/upcoming event(s).

f) Relevance

Ensure that the target audience for social media is relevant (people with interest in Travel or Tourism, or with interest in Rajasthan or India etc.) and thus consequently that the actual audience for social media is relevant.

g) Integration

Integrate social media with the official portal (web-based and mobile-based) and vice-versa; as well as integrate with each other where ever possible. The solution provider shall ensure that the content & activities on the social media platforms do not restrict accessibility of the platform on mobile devices.

h) Analytics

Collect, monitor, leverage social media site analytics (for example, Facebook Insights) to improvise Social Media Optimization. Submit analytics and their interpretation to the Purchaser as supporting document with the bill raised by the bidder. Additionally, purchaser / procurement entity may ask to successful bidder to provide analytics and their interpretation as and when required.

i) Out of hours work

Execute defined scope of work, for periods outside defined working periods, as an exception, on departmental written requests, if any.

j) Copyright

Mark Rajasthan Tourism Logo on electronic content (text, photo, video or otherwise) as Copyright of The Department of Tourism, Government of Rajasthan, wherever requires; and monitor & report unauthorized use.

k) Privacy and Security

Apply suitable privacy and security controls for a given social media site and regular monitor the same.

Part B: Platforms

The Bidder shall be responsible to provide SMO services covering the following:

A. Facebook:

- (a) Posts highlighting and featuring the art, culture, monuments, folk dances, youth, events, Fairs & Festivals etc along with the miscellaneous off beat content are regularly placed on official Facebook page of Rajasthan Tourism through text, images, videos etc.
- (b) Minimum 100 posts/ Stories per month wherein on an average 3-4 posts per day.
- (c) Creation/Updation of cover images as and when required.
- (d) Messages in public interest.
- (e) Use of Tags and Hashtags.
- (f) Reaction Management
- (g) Additionally, the scope of work consists of Facebook SEO for ranking high in the search results for relevant searches within the Facebook platform.
- (h) It also includes a particular theme based campaign / event creation, management, execution and promotion on official Facebook page of the Department. At-least one campaign/event/contest per month during the project period should be managed and promoted. (Gratification for contest shall be provided by the Department)
- (i) Organized activities and posts time to time as per directions of procurement authority
- (j) "Facebook Spam" should be controlled (for example, spam followers) as per the defined requirements for moderation. etc.

B. Twitter:

- (a) Posts highlighting and featuring the art, culture, monuments, folk dances,

youth, events, Fairs & Festivals etc. along with the miscellaneous off beat content are regularly placed on official twitter handle of Rajasthan Tourism through text, images, videos etc.

- (b) Minimum 150 Tweets per month wherein on an average 5 Tweets per day.
- (c) Creation/Updation of cover images as and when required.
- (d) Messages in public interest.
- (e) Use of Tags and Hashtags.
- (f) Reaction Management
- (g) "Twitter Spam" should be controlled (for example, spam followers) as per the defined requirements for moderation etc.

C. Instagram:

- (a) Pictures of the art, culture, monuments, folk dances, youth, events, Fairs & Festivals etc. along with the hashtags & brief captions.
- (b) The agency is expected to publish content that is engaging and visually appealing, the content may be derived from the official government sites and department of Tourism's website. Post may be text, photo etc. or it can be shared content from the online media.
- (c) The ownership of and right to all content shall be of the department.
- (d) Minimum 90 Post/ Stories per month wherein on an average 3 Posts/Stories per day.
- (e) Use of Tags and Hashtags.
- (f) Reaction Management etc.

D. YouTube

- a) Uploading of Videos / Short Clippings on official YouTube channel of Rajasthan Tourism for different tourist places, events, fairs & festivals or Rajasthan Tourism based themes provided by Tourism Department on YouTube channel.
- b) Creation of Minimum 2 Videos of at-least 90 Second in HD Quality (Minimum 720 Pixel). The Theme may be related to Destination, fairs & festivals, Events. Art & Culture etc.
- c) Reaction Management

E. Pinterst

- (h) Posts highlighting and featuring the art, culture, monuments, folk dances,

youth, events, Fairs & Festivals etc. along with the miscellaneous off beat content are regularly placed on official Pinterst account of Rajasthan Tourism through text, images, videos etc.

- (i) Minimum 50 Posts per month.
- (j) Messages in public interest.
- (k) Use of Tags and Hashtags.
- (l) Reaction Management etc.

F. Tumblr

- i. Blogs highlighting and featuring the art, culture, monuments, folk dances, youth, events, Fairs & Festivals etc. along with the miscellaneous off beat content are regularly placed on official Tumblr account of Rajasthan Tourism through text, images, videos etc.
- ii. Minimum Two Blogs each Month
- iii. Use of Tags and Hashtags
- iv. Reaction Management
- v. Spam Moderation etc.

G. Snap Chat

- i. Stories highlighting and featuring the art, culture, monuments, folk dances, youth, events, Fairs & Festivals etc. along with the miscellaneous off beat content are regularly placed on official Snapchat account of Rajasthan Tourism through text, images, videos etc.
- ii. Minimum Ten Stories Per Month
- iii. Use of Tags and Hashtags
- iv. Reaction Management
- v. Spam Moderation
etc.

H. Vimeo

- i. Uploading of Videos / Short Clippings on official channel of Rajasthan Tourism for different tourist places, events, fairs & festivals or Rajasthan Tourism based themes provided by Tourism Department
- ii. Reaction Management
- iii. Spam Moderation
Etc.

I. LinkedIn

- i. Creation of LinkedIn account with SEO Friendly Username (One Time Activity).
- ii. Posts highlighting and featuring Meetings, Incentives, Conventions, events etc. along with the miscellaneous off beat content are regularly placed on official LinkedIn page of Rajasthan Tourism through text, images, videos etc.
- iii. Minimum 20 posts per month.
- iv. Creation/Updation of cover images as and when required.
- v. Messages in public interest.
- vi. Use of Tags and Hashtags.
- vii. Reaction Management

The Successful bidder may on its own expenses can offer social media official accounts for Rajasthan Tourism on other platforms such as google etc. if it feels that desired traction and reach can be achieved/increased by doing so. This is not mandatory and the department will not pay any additional amount for this exercise.

Part C:

Live Event(s)/Fairs & Festivals Coverage/Webcasting

The solution provider shall provide live coverage of all event(s)/fairs & festivals, 13 premier fairs and festivals essentially and others as asked by the Deptt. on Social Media Platform as per written request by the Department of Tourism, the coverage on the same day itself, across all applicable social media sites as per contract. It is understood that live event coverage on the same day of event of several hours may translate as one or more posts on the social media with text, snapshot and live video of actual coverage (per post).

The solution provider shall provide link of live coverage to Department of Tourism or its nominated agency, so the live coverage may webcast on Rajasthan Tourism/Government and its event partner's websites/social media platforms etc.

Scope: The scope of work for live event coverage includes the scope of work defined for overall Social Media Optimization including Content Service Provider services. The solution provider shall ensure apt live digital photography and videography of the event, as required for social media / websites content, including any scanning, processing, refinement etc. works that may be required. The solution provider, in addition to delivery on the social media sites, shall deliver or submit on an appropriate recordable medium or in electronic format, the contents for an event at its own cost, to the Purchaser.

Part D:

(i) Social Media Coordinators/ Graphic Designers

The Solution Provider will provide One (1) social media coordinator, two (2) social media experts and one (1) graphic designer, who will work in Head office of Department of Tourism and as well as liable to coordinate between the department and Solution provider for overall work. They should have requisite qualifications in public relations/ social media management/ business communications/ Graphic Design/ IT with minimum job experience of 2 years in same field.

(ii) The above team would be equipped with required IT equipment's and infrastructure and mobility of vehicle at Head office Jaipur to enable itself to cover event across the state.

Additional Terms & Conditions

The following terms and conditions shall apply additionally:

1. The department may assess the accuracy, completeness, promptness and politeness of the work on average and may take suitable action if found otherwise.
2. The name, description, slogan, tag line, username, URL or URL shortened for a given platform should be apt and SEO friendly; and should be finalized in accordance with the department.
3. The username and password credentials under which these social media sites are registered shall be exclusive for the department and property of the department; the solution provider must submit the credentials to the department on-demand and on termination/completion of the work. Failure to comply would be deemed as breach of contract.
4. If any of the social media accounts or assets is disabled due to violation of its Terms of Use, it would be deemed as breach of contract, unless stated

otherwise by the department based on the understanding of disablement criteria in light of actions that led to it.

5. If any of the social media accounts is hacked, such that the hacking incident is not deemed widespread across the social media platform and such that it is particular to the account managed by the solution provider on behalf of the department, then the solution provider shall be deemed liable and the department may declare breach of contract.
6. All content on the social media sites is subject to approval from the department. However, the solution provider may create/update/delete content, without seeking an approval, provided it is a general FAQ or earlier asked queries.
7. Not More than 30% retweet/ repost allowed in the existing Scope of work. However, Department may allow for this in some special circumstances. Subject to approval of Department.
8. All assets developed by the solution provider for the entire project or any derivative work from an asset owned by the department shall be perpetual, irrevocable and exclusive property of the department, unless stated explicitly otherwise in this RFP or in any further communication by the department.
9. The above however excludes any pre-existing Intellectual Property used in the project that is owned by the solution provider, which shall be non-exclusively jointly owned by the department and the solution provider. Secondly, it also excludes any third-party Intellectual Property used in the project that is not owned by the solution provider in any way. Thirdly, it also excludes Intellectual Property in the public domain used in the project.
10. The solution provider is permitted to reuse Intellectual Property fully owned by it, third party Intellectual Property (subject to their approval) or Intellectual Property in the public domain that is legal and does not violate Intellectual Property Rights in this work. The verification of continued legality of the Intellectual Property will be solely solution provider's responsibility. The department shall not be liable for any Intellectual Property Rights violation and the full liability for the same shall be towards the solution provider.
11. The solution provider under no circumstances shall promote its brand name or any other non-Government brand name on a property of the department, unless such promotion is done by the underlying platform outside solution provider's control.

12. The solution provider shall not monetize, in any form, from a property of the department or from any activity based on scope of the work, in addition to the contracted financials with the department.
13. Any entities (third-party or otherwise) (hotels, restaurants, taxi services etc.) that are mentioned, referenced or included in an asset are subject to approval from the department, unless mentioned, referenced or included in an asset by the underlying platform outside solution provider's control.
14. The solution provider shall clearly mark a property of the department, resulting from scope of the work, to reflect its ownership, for example, mark it as "Official (asset) for Rajasthan Tourism" where (asset) is replaced with appropriate text; and/or by the department Logo; and/or by use of watermarking techniques in photograph and video content.
15. The solution provider shall appropriately acknowledge, link, reference, or mention etc. the "Terms of Use" etc. for the underlying platform, in cases where a departmental property is based on the stated underlying platform.
16. The solution provider shall ensure that the "Terms of Use" etc. for the underlying platform are suitable for the project throughout the entire project period.
17. Furthermore, the solution provider shall inform the department in writing any terms or changes in the "Terms of Use" etc. that restrict or impact the scope of work defined in this RFP, any other aspect of the project or the Purchaser, directly or indirectly, in any way or form.
18. Additionally, the solution provider shall monitor the domain area under its scope of work and report any unauthorized use of departmental property to the department.
19. The correctness and completeness of content (text, audio, video, clipart etc.) used in the project, including any third-party, tools-based or otherwise translations, shall be liability of the solution provider.
20. The solution provider shall adhere to all applicable law, acts, amendments, guidelines, policies, gazettes, circulars, notifications, rules etc. imposed by the Government from time to time. The solution provider shall ensure Data Protection such that:
 - a. No personally identifiable information about a person (password, financial information, physical, physiological, mental health condition, sexual orientation, medical records and history, biometric information, etc.), with or without the consent of the said person, is made available, directly or indirectly, through or by means of a property of the

department. It however excludes the required Nodal Officer details (name and contact information only) etc.

- b. No confidential information about the department, its allied units, its employees, partners, clients, suppliers, service providers, or any other organization is made available, directly or indirectly, through or by means of a property of the department.
 - c. No information that is inappropriate – factually, grammatically or politically incorrect; inaccurate or incomplete; misrepresentation; unauthorized; spamming, based on spamdexing techniques, advertising, unsubstantiated claims or unauthorized branding; false, misleading, fraudulent or deceptive; threatening, harassing, insulting to a user; offensive, profane, vulgar, obscene; defamatory; political, sexual, religious hatred; illegal activities or terrorism related; gambling, scams related; uncertified pharmaceutical products; spying related; related to non-accredited educational organizations; related to legal cases or proceedings or any matter related to court of law; content that advocates against any person or organization etc. – is made available, directly or indirectly, through or by means of a property of the department.
 - d. The Posts ,tweets etc should be based on credible source authentic books of history and travel, The agency should be in a position to give details of this credible source, if any dispute arises with regards to any tweets, posts or any material uploaded by it. All responsibility with regard to content posted by the agency shall lie solely with agency. This also includes legal and penal responsibility. This Does not apply to the content given by the department.
21. The solution provider shall expeditiously remove or disable access to any information that violates the terms and conditions stated above, within 15 minutes or as stated by the department, after receiving actual knowledge or on being notified by the appropriate Government or its agency, without vitiating the evidence in any manner.
22. The solution provider shall comply with the Data Retention policies implied by the above stated Acts, Rules etc. In particular, the solution provider shall provide a complete dump/export of the content, for a property of the department where it is applicable, excluding the underlying technology or platform, at a periodicity defined by the department or at-least once per calendar quarter, in softcopy on a suitable write-once non-tamperable medium such as a CD or DVD, clearly marked with relevant meta information

and in two copies to the department. Any third-party charges incurred to obtain the stated data export, charges towards the delivery medium, delivery etc. shall be fully borne by the solution provider. Data previously submitted in an earlier deliverable need not be submitted again in subsequent deliverable, unless explicitly stated otherwise by the department. The data export shall be collected in the following manner, in order of strict preference: (i) using the underlying platform (directly or indirectly via an API, feature, add-on etc.), or (ii) using a third-party tool or service, or (iii) any means that programmatically enables such data export, or (iv) by brute-force collection of screenshots saved as PDF or PNG files, such that the collection of screenshots is sufficient enough to capture all of the content generated in course of interaction with the users of the system.

23. In context of the Social Media Optimization, all content generated in course of interaction with the users of the system, must be captured and retained as defined above

CHAPTER 4 : GUIDELINES & BIDDING PROCESS

Submission of Bids

In response to this bid notice, the agency shall submit its bid (technical and Financial) to the Department as per the procedure laid down in this bid document.

ELIGIBILITY CRITERIA

Note: The supporting documents submitted as evidence to fulfil the eligibility criteria will be evaluated by the Tendering Authority. During the bid evaluation stage, Department of Tourism may request for clarification (if required) and any additional documents to support the Technical Qualification criteria. Technical Qualification criteria will be evaluated by a committee, whose decision will be firm and final; the committee shall award marks on basis of the supporting documents submitted and presentation made by the bidder to the committee.

A) Pre-Qualification criteria

Bidders who meet all of the following Pre-Qualification Criteria should apply:

S.N.	CRITERIA	SUPPORTING DOCUMENTS
1	Bidder must be registered under Indian Companies Act, 1956/ the Limited Liability Partnership Act, 2008/ the Indian Partnership Act,	Copy of Certificate of Incorporation/ Partnership Deed/ Registration Certificate " Certificate of Commencement of Business / Work

	1932 or as amended AND Bidder must be in operation for a period of at least five (5) years as on date of bid submission. Consortium is not allowed in this tender.	order of the earliest similar project awarded to the Bidder (clearly indicating date of award)
2	Bidder must not be under a declaration of ineligibility/banned/blacklisted by any state of Central Government/ any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of bid submission.	Letter signed by authorized signatory/ies of Bidder in the format prescribed in Annexures.
3	Average Annual turnover of Bidder from IT/ITES/ Social Media related should be at least Rs. 10 Crores in last three financial Years.	Audited financial statements / extracts from the audited balance sheet and profit and loss statements for the immediate three preceding financial years which have been audited OR "Certificate from CA"
4	The Postive Net Worth of Bidder must be INR 2 crore for last financial years	Audited financial statements / extracts from the audited balance sheet and profit and loss statements for the immediate three preceding financial years which have been audited OR " Certificate from CA"
5	The Bidder must have experience of working at least one social media account / related IT projects for any Central Government / State Government / PSU / during the last FIVE years (as on the last date of bid submission) having value INR 50 lakhs or above.	Work Order + Completion Certificates from the client OR "Work order + Self Certificate of completion (Certified by the statutory auditor) OR "Work order + phase completion certificate from the client.
6	Bidder must have cmmi, level 3 or higher certification.	Copy of the certificate (s) signed and stamped by the authorised signatory of the bidder
7	The bidder should have at least 100 IT professionals on its payroll	Self certification from HR head is required

B) Technical-qualification (TQ) criteria

Only bidders who meet all of the Pre-Qualification Criteria shall be evaluated for the Technical-qualification criteria:

With reference to Chapter titled “Eligibility Criteria” for details, all proofs should be provided (where it is not applicable, it has been marked as N.A.).

Technical Evaluation Criteria

S.N.	CRITERIA	MAX. MARKS	SUPPORTING DOCUMENTS
1	AVERAGE ANNUAL TORNOVER	10	
	Average annual turnover of bidder from IT / ITES/ Social media related should be at least INR. 10 crores in last three financial years.		Audited financial statements / extracts from the audited balance sheet and profit and loss statements for the last three financial years "Certificate from CA on turnover for last three financial years"
	>= 10-15 cr	3	
	>= 15-20 cr	5	
	>= 20 cr	10	
1.a	POSITIVE NETWORTH	10	
	The Positive Net Worth of bidder must be INR 2 Crore for last financial years.		Audited financial statements / extracts from the audited balance sheet and profit and loss statements for the last three financial years "Certificate from CA on turnover for last three financial years"
	>=2-3 cr	3	
	>=3-5 cr	5	
	>=5 cr	10	
2	RELEVANT STRENGTH	20	
2.1	The Bidder must have experience of executing at least one social media account / relate, IT projects for any Central Government / State Government / PSU / during the last FIVE years (as on the last date of bid submission) having value INR 50 lac or above.		Completion certificates from the client OR Work Order + Completion Certificates of completion (Certified by the statutory auditor) OR "Work order + phase completion certificate (for ongoing projects) from the client.
	Equal to or more than 3 projects	20	
	Equal to 2 projects	15	
	Equal to 1 projects	10	
3	QUALITY AND STANDARD	10	
	Bidder must have cmmi, level 3 or higher certification.		Copy of the certificate (s) signed and stamped by the
	CMMI LEVEL- 3	5	

	CMMI LEVEL -5	10	authorized signatory of the bidder
4	MANPOWER STRENGTH	10	
	The bidder should have at least 100 IT professionals on its payroll		Self-certification from HR head is required.
	100 to 199 IT Professional	3	
	200 to 349 IT Professional	5	
	350 + IT Professional	10	
5	PRESENTATION, APPROACH AND METHODOLOGY	40	

On the above Technical criteria, Bidder have to give presentation to the Department. The Marks will be given as per view of committee member.

Bidder has to submit proof for Point no. 1 to 11 with the bid, Department may ask any supported document to check the aforesaid criteria from the bidder.

Bid Submission

Agencies are required to submit their bids online on e-procurement portal in following 2 sections as per the details given below: -

(i) First section: -

Bid request letter, profile of the company and enclosures / certificates / registrations / documents / audited final accounts etc. clearly showing that the agency fulfils the minimum eligibility criteria for pre-qualifying for the bid. Details on the points given in Technical Data Sheet and the scope of work as enumerated in the bid.

(ii) Second section: -

The agencies shall be required to submit Financial Bid as per scope of work given at BOQ. **The Financial Proposal shall contain** Financial Envelope - BOQ indicating the total cost in INR

(C) Information

- I. The original proposal (Pre-qualification Proposal, Technical Proposal and Financial Proposal) shall be typed / prepared in indelible ink without overwriting or correction.
- II. An authorized representative of the firm should authenticate all pages of the Pre-Qualification, Technical and Financial Proposals.
- III. All pages in the bid should be numbered and signed & stamped.

- IV. The Pre-Qualification bid, The Technical Proposal and the Financial Proposal should be submitted online as per the schedule and guidelines mentioned at the procurement portal.
- V. **The Pre-Qualification, technical Proposals and financial proposals should be submitted / uploaded on or before 12 noon on 23/10/2019**
- VI. 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.
- VII. As per the RTPP Act 2012 and Rules 2013, Annexure 'A' (for Code of Integrity), B (Declaration by the Bidders), C (Grievance Redressal) & D (Additional Conditions) have to be duly filled by the agencies and annexed with the Technical Bids.
- VIII. Agencies are expected to attach and upload only required papers along with the bids. Irrelevant information or documents should not be uploaded or attached.

(D) Selection method

- a) The selection method for technically qualified bid is Combined Quality cum Cost Based (CQCB).
- b) CQCB 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:

$$B = ((F_{low}/F) * 30) + ((T/T_{high}) * 70)$$

Where:

F_{low} = The lowest Financial Quote received among technically qualified bids

F = The Financial Quote submitted by the bidder under evaluation

T = 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 CQCB score shall be ranked first and would be considered for final selection.
- d) If two or more bidders have the same overall CQCB scores, then the least cost would be given the first preference. .

(E) Evaluation of Technical Bids

a) Pre-qualification criteria (as per Annexure 1):-

The technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of technical bids. It shall examine the technical bid including the pre-qualification documents.

b) Technical evaluation criteria (as per Annexure 2): -

- i. Only bidders qualifying the pre-qualification criteria shall be invited to present their solution/strategy. Each such bidder shall be provided up to 20 minutes to present their Social Media Optimization solution/strategy to the Procurement Committee. The presentation date, time and venue shall be intimated separately.
- ii. Bidders scoring minimum 60 Marks will be technically eligible for next phase of bidding
- iii. Only technically qualified bidders shall be invited for the financial bid opening.

(F) Evaluation of Financial 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 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 (CQCB) selection method.

Chapter 5 : Terms and Conditions

(NIB No.....)

1. The bidder must either be exclusively an organization doing Social Media Management assignments or a firm having exclusively defined division within the organization which handles such assignments.
2. The bidder should also have a gross average annual turnover of Rs. 10 Cr. during last three financial years i.e. 2017-18, 2018 - 19. Copy of final accounts certified by C.A. for turnover and balance sheet will have to be enclosed.
3. The bidder should have 5 years proven experience of the work.
4. Bid Security equal to 2% of the total estimated value of work i.e. Rs. 1.40 Lakhs will be deposited by the firm.
5. Performance security which is equal to 5% of total value of work will be deposited by the successful bidder. No interest will be paid on this deposit. The bid security money deposited earlier will be adjusted against the performance security. Performance security will be refunded after two months of successful completion of the contract.
6. Bidders have to submit DD / BC / BG of bid processing fee, bid document fee and bid security with his technical bid. Bids without bid security and bid document fee will not be considered. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
7. All pages of the Technical and Financial Proposals should be duly signed with seal by the authorized representative of the firm.
8. The Technical Proposal should be uploaded in "Technical Proposal" section only. Similarly, the Financial Proposal shall be uploaded in "Financial Proposal" section.
9. The interested agencies should regularly visit the e-procurement portal of the State Government and Rajasthan Tourism website for any update in regard to this tender.
10. The Deptt. of Tourism is not bound to accept any tender or assign any reason for non-acceptance. The Deptt. of Tourism reserves its right to accept the tender either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.
11. Payment will be made by way of electronic transfer of billed and passed amount in the bank account of the agency in Indian Rupees. The Agency may submit pre-receipt bills in triplicate, on a fortnightly or monthly basis towards activities completed during the month, for settlement. The bills should be submitted clearly indicating activities completed during the fortnight/month along with the telecast/broadcast/publication certificates, tear sheets/ other such documents to support the claim of payment. The bills should clearly show the inventory consumed and payments made for previous bills as well as remaining inventory. Deductions such as for TDS and other mandatory cost / tax shall be made from the bill amount.
13. For all other deliverables (besides Media Cost) mentioned in the scope of work, no extra payment will be made by the Deptt. It is expected that the bidder will recover its expenses from agency charges quoted by it.
14. Agency will have to submit reports / photographs on weekly / monthly basis as proof of social media work.
15. Agency will be required to immediately inform this office with reason, if the work is halted due to some reasons. The firm will have to compensate this loss.
16. The copyright in all deliverables, project documents and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Supplier / Selected Bidder,

or, if they are furnished to the Purchaser directly or through the Supplier / Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

- a) In case of extension in the service delivery and/ or completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the supplier/ selected bidder has failed to supply or complete:-

No.	Condition	LD %
a.	Delay up to one fourth period of the prescribed period	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period	7.5 %
d.	Delay exceeding three fourth of the prescribed period	10.0 %

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.

- ii. The maximum amount of liquidated damages shall be 10%.

17. For facilitating Electronic Transfer of funds, the selected Media Buying Agency will be required to indicate the name of the Bank & Branch, account number (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected Media Buying Agency.
18. Bids submitted by the bidders shall remain valid for the period of 90 days from the date of opening the bids.
19. The cost / rates will be valid for one year from the date of signing of agreement, however the services may be extended as per RTTP Rules, 2013 on mutually agreed terms.
20. The Director Tourism, Government of Rajasthan, Jaipur reserves the right to accept or reject any bid or its part without assigning any reasons thereof.
21. The date and time of opening of financial offers shall be informed separately to the qualified firms. Financial bid of only technical qualified firms will be opened.
22. Selected firm will have to sign an agreement with Department of Tourism on non-judicial stamp paper as per rules.
23. The agreement between the firm and Dept. of Tourism may be terminated any time if it is found that the firm is unable to perform the work or can't maintain the safety & creative standards of the work or violates any of the conditions stipulated by the Department.
24. No advance payment for the ordered work will be given to the firm.
25. The bid document shall be signed by authorized signatory of the submitting firm with date and seal.
26. Bids received after the due date and time will not be considered.
27. The contract would be effective for two years from the issue of work order, which may be extended, in emergent situations on mutually agreed terms, as per the provisions of RTPP Act 2012 and Rules 2013. Similarly, the cost / rates will be valid till expiry of the contract.
27. The Deptt. of Tourism reserves its right not to accept bids from Agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government Investigating Agencies / Vigilance Cell.

28. If there is a likelihood of inventory problem as indicated in the bid due to various reasons not within the control of the bidder, the same should be indicated clearly in the bid along with reasons.
29. If required, the Deptt. will set up a mechanism for day to day execution and monitoring and approvals on content part of social media promotion.
30. Termination: Deptt. of Tourism may terminate the contract of bidder in case of the occurrence of any of the events specified below:
 - ii. If the Agency becomes insolvent or goes into compulsory liquidation.
 - iii. If the Agency, in the judgment of Deptt. of Tourism, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
 - iv. If the Agency submits to the Deptt. of Tourism a false statement which has a material effect on the rights, obligations or interests of Deptt. of Tourism.
 - v. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Deptt. of Tourism.
 - vi. If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In case of such an occurrence Deptt. of Tourism shall give a written advance notice before terminating the Contract of firm.
37. Wherever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules & RTPP Act, 2012 and RTPP Rules 2013 of the state government shall apply.
38. The firm would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
39. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned bidder.
40. Penalties would be imposed in case of delayed and for faulty services as per provisions of GF & AR and as decided by Department.
41. The successful bidder will have to start execution of work, immediately after placing of work order.
42. Copies of GST registration should also be enclosed.
43. No extra payment other than agreed payment as quoted by bidder (Complete Rate) according to bill of quantities will be paid. No cartage / transportation charges or any other charges will be paid by the Government.
44. Specification: All services provided shall strictly conform to the specifications, laid down in the bid form/work order.
 45. Forfeiture of bid security: The bid security will be forfeited in the following cases:
 - a. When bid withdraws or modifies the offer after opening of bid but before acceptance of bid.
 - b. When bid does not execute the agreement if any, prescribed within the specified time.
 - c. When the bid does not deposit the security money after the supply order is given.
 - d. When he fails to commence the work within the time prescribed.
48. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the Director Tourism, whose decision shall be final.
49. All legal proceedings, if necessary arise to institute by any of the parties (Government or Contractor/firm) shall have to be lodged in courts situated in Jaipur city.
50. For any clarification, the interested agency may meet the undersigned or queries can be sent through mail at mktg.rajasthantourism@gmail.com addressed to Joint Director (Marketing).
51. Annexure A, B, C & D of RTPP Act 2012 & RTPP Rules 2013 will also be binding on the bidder.
52. Force Majeure:

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

53. 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.
54. Jurisdiction: The contract shall be governed by laws of Rajasthan/India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract tender.
55. The Deptt. of Tourism is not bound to accept any bid or assign any reason for non-acceptance. The Director, Deptt. of Tourism reserves its right to accept the bid either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.
56. The first appellate authority will be Secretary Tourism and the second authority will be Finance Deptt., GoR.

--Sd--

(Sanjay Johari)

Deputy Director (Mktg.)

I / We hereby declare that I / we have gone through the terms and conditions of the bid document and I / We shall abide by all the terms and conditions.

Signature of bidder with seal

Chapter 6 : Declaration by the Bidder

(NIB No.....)

To,

The Director

Department of Tourism

Government of Rajasthan

Paryatan Bhawan, Sanjay Marg

Opposite Vidhayakpuri Police Station, Jaipur

We, the undersigned declare that:

- i. We have examined the bidding document.
- ii. If our bid is accepted, we commit to deposit a performance security.
- iii. We are not participating as bidders in more than one bid in this bidding process.
- iv. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Govt. or the procuring entity.
- v. We understand that this bid, together with your written acceptance shall constitute a binding contract between us, until a formal contract is prepared and executed.
- vi. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- vii. We agree to permit the procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
- viii. We declare that we have complied with and shall continue to comply with the provisions of the code of integrity for bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this bidding document in this procurement process and in execution of the contract.
- ix. We accept to abide by the conditions and additional information of the bid released by Director, Tourism.
- x. Following documents have been uploaded along with this technical bid:-
 - i) Bid document with signature and seal.
 - ii) Photocopy of three Banker Cheques / DD / Cash Deposit etc. towards bid security amount, bid fee and bid processing fee.
 - a) DD / Banker Cheque/ Cash Deposit Receipt etc. of Rs. 1.40 Lakhs for 2% bid security in favour of Director, Tourism.
 - b) DD / Banker Cheque / Cash Deposit Receipt of Rs.1000/- for bid fee in favour of Director, Deptt. of Tourism, Jaipur.
 - c) Rs.1000/- for E bid processing fee in favour of MD RISL, Jaipur.
 - iii) Photocopy of latest GST / Service Tax clearance certificate and PAN Card issued by Income Tax Dept. have been uploaded.
 - iv) Experience certificate of five years having done similar work in this field has been uploaded.
 - v) Final accounts audited by CA for Turnover for past three years (2017-18, 2018-19) for similar work have been uploaded.

- vi) Necessary information related to human resources has been uploaded.
 - vii) If the firm is a small scale industry unit (SSI), then the copy of registration as small scale unit issued by competent authority has been uploaded.
 - viii) Declaration letter of being bona fide manufacturer / dealer on letter head of the firm has been uploaded.
 - ix) Declarations by the bidder as per rule 7 of RTPP act and the declarations of compliance with the code of integrity and no conflict of interest (attach annx. A & B) have been uploaded.
 - x) If the bidder is a firm/company, then the authorization letter of authorized representative containing his name, address and status with signature have been uploaded. Deptt. will not contact anyone else in this regard.
- xi) We, the bidder will deposit three original DD / Banker Cheques as per clause 10 to this Deptt. In sealed envelope by 12 noon on 23/10/2019. DD / Banker Cheques submitted later than the scheduled time shall not be considered.
- xii) We have submitted the following documents:
1. Letter of authorization to participate in the bid
 2. Pre-Qualification Bid
 3. Technical Bid
 4. Financial Bid
 5. All relevant supporting documents including Annexures A, B, C & D duly signed along with seal.

We hereby declare that my/our bid is made in good faith and the information contained is true and correct to the best of my/our knowledge and belief.

Thanking you,

Yours faithfully,

**Signature of the Bidder with Seal
(Name, Address, Phone No.)**

Chapter 7 : Technical Data Sheet for Bid Evaluation - (NIB No.....)

Online Bids under two envelope system are invited from eligible and reputed bidders for Social Media Operations & Management work for Rajasthan Tourism for two years

S.N.	Description	Response / Page No.
1.	Name of the establishment / Agency Group Tree - (Provide in chart format)	
2.	Full postal address with website and email address:	
3.	Contact Number: Land line: Fax: Mobile	
4.	Year of establishment (Provide proof of the same)	
5.	Turnover and net worth of the company for the preceding 2 years duly attested by the Chartered Accountant and balance sheet	
6.	Company's GST, PAN, TIN, service tax registration Number:	
7.	Certification of incorporation, memorandum and articles of association etc. (Copies of the certificates to be enclosed)	
8.	No. of offices in India	
9.	Team Strength- (provide nos.)	
10.	Profile of key team members- (Give in one small paragraph on each key member).	
11.	Financial Strength- (Provide Net Profit of last Two Years)	
12.	Client List- (Provide name list)	
13.	Experience of 5 years (encl. evidence)	
14.	Length of association with brands (Provide names and years only)	
15.	A presentation on work with strategic inputs for its successful execution (enclose the presentation)	
16.	Details of Bid Fee attached	
17.	Details of Bid Processing Fee attached	
18.	Details of Bid Security attached	
19.	Any other information	

Note- (There should be no financials, costs / fee / quotes etc. in the technical bids). Costs/ fee / quotes have to be submitted in financial bid proforma (BOQ) otherwise the bid is liable to be rejected.

Signature of the Bidder with Seal
(Name, Address, Phone No.)

Chapter 8 : Financial Bid

(NIB No.)

BOQ

Online Bids under two envelope system are invited from eligible and reputed bidders for Social Media Operations & Management work for Rajasthan Tourism for two years

Bidder Name:

(Amount Rupees Lakhs including taxes)

Item Description	Social Media Operations & Management work for Rajasthan Tourism for two years
Cost of the Work	

(Total amount in words)

This is certified that I have read and understood the enclosed brief and other terms & conditions and all the supporting documents have been enclosed, and the information given by me is true to the best of my knowledge. My bid may be rejected at any stage if it is found that the facts and documents enclosed by me are not correct.

Signature of the Bidder with Seal

(Name, Address, Phone No.)

Chapter 9 : Payment Terms

Part	Activities	Requirements	Weightage for Payment
Part A	Strategy	Social Media Strategy, Social Customer Relationship Management (CRM), Content Service Provider (CSP), Moderation, Currency, Relevance, Integration, Analytics, Out of hours work, Copyright, k) Privacy and Security etc. as per scope of work	5%(pro-rata basis)
Part B	Platforms	At-least 100 posts for Facebook platform per Month At-least 150 Tweets for Twitter per Month At-least 90 Post for Instagram per Month At-least 50 Post for Pintrest per Month At-Least 10 Stories on Snapchat per Month At-least 2 blogs on Tumblr per Month Updation of 2 Videos on YouTube and Vimeo Updation of videos on Vimeo At least 20 post on LinkedIn per month where post is text, image, video or a combination etc. as per scope of work mentioned above	60% (pro-rata basis)
Part C	Live Event Coverage/ Webcasting	live coverage of all event(s)/fairs & festivals on Social Media Platform as mentioned in scope of work	10%(pro- rata Basis)
Part D	One Social Media Coordinator and Team	As mentioned in scope of work	25%(pro-rata basis)

Note: Working periods is as defined in the section Abbreviations and Definitions of this document.

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, bid rigging or anti-competitive 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 party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and 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.

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:-

- 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.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No Dated 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 administered 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:

Signature of bidder Name:

Place :

Designation: Address:

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is

The designation and address of the Second Appellate Authority is
.....

(1) 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 or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding 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 grounds 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 tiled only by a Bidder whose Technical Bid is found to be acceptable.

(2) 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.

(3) 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.

(4) 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) provisions 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.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed 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 authorised representative.

(6) Fee for filing 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.

(7) 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 to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

[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:

1. Official address, if any:

2. 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

Appellant's Signature:

Additional Conditions of Contract

1. Correction of arithmetical 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

(i) and (ii) 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 or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of

last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

- (i) As a general rules all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.