REQUEST FOR PROPOSAL

for

PROVIDING SERVICES OF COVERING CHIEF MINISTER’S PROGRAMMES, PRODUCTION OF WEEKLY NEWS MAGAZINES AND DISTRIBUTION OF CM PROGRAMMES COVERAGE NEWS TO VARIOUS CHANNELS AND ITS MULTIMEDIA PROJECTION ON BEHALF OF GOVERNMENT OF RAJASTHAN
RAJASTHAN SAMWAD

PROVIDING SERVICES OF COVERING CHIEF MINISTER’S PROGRAMMES, PRODUCTION OF WEEKLY NEWS MAGAZINES AND DISTRIBUTION OF CM PROGRAMMES COVERAGE NEWS TO VARIOUS CHANNELS AND ITS MULTIMEDIA PROJECTION ON BEHALF OF GOVERNMENT OF RAJASTHAN

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Disclaimer

A. The information contained in this Request for Proposal ("RFP")/ bidding document provided to the Bidder(s), by or on behalf of Rajasthan Samwad or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

B. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information which each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for Rajasthan Samwad, its employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

C. Rajasthan Samwad, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

D. Rajasthan Samwad may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.
RAJASTHAN SAMWAD

NOTICE INVITING BIDS

1. Single Stage Two-Envelopes unconditional Technical and Financial Bids are invited electronically by Rajasthan Samwad for providing photography services for covering programmes on behalf of government of Rajasthan. Brief particulars of the procurement are given below:

<table>
<thead>
<tr>
<th>Last time and date for receiving Bids</th>
<th>Period of Assignment</th>
<th>Validity period of Bids</th>
<th>Processing fee for e-procurement</th>
<th>Price of Bidding Document</th>
<th>Amount of Bid Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.00 AM/PM of 05/03/2019</td>
<td>12 months</td>
<td>90 Days</td>
<td>Rs.1,000</td>
<td>Rs.1,000</td>
<td>Rs 1,00,000 (Rupees One Lakh)</td>
</tr>
</tbody>
</table>

2. The complete Bidding Document Contract Forms, etc. may be seen at or downloaded from the website of State Public Procurement Portal http://sppp.rajasthan.gov.in or e-procurement portal http://eproc.rajasthan.gov.in

3. Technical and Financial Bids, duly digitally signed by the bidder on all pages and serially numbered, enclosed in separate two covers, and a third cover containing scanned copies of documents of payment of price of Bidding Document, electronic bid processing fee (both being non-refundable) and Bid Security must be submitted electronically to the Rajasthan Samwad on the e-procurement portal http://eproc.rajasthan.gov.in by using your ID, password and digital signature certificate, latest upto ............... PM of ............... Clarifications if required, may be submitted within 4 days of publications of NIT on e-procurement.mail id rajasthansamwad2002@gmail.com

4. The instruments of payment of price of Rupees 1000 of the Bidding Document and the amount of bid security of Rupees one lakh must be in the form of two separate bank demand draft/s banker’s cheques of a Scheduled Bank in India drawn in the name of Managing Director, Rajasthan Samwad, payable at Jaipur (bid security may also be deposited in the form of bank guarantee issued by a Scheduled Bank in India in the specified given format). The electronic bid processing fee of
Rupees 1000 must be paid by another separate bank demand draft/ banker's cheque of a Scheduled Bank in India drawn in the name of Managing Director, RISL payable at Jaipur. All these three original instruments of payment must be submitted physically in a sealed cover by the Bidder to the office of Managing Director, Rajasthan Samwad, Department of Information and Public Relation Campus, Government Secretariat Jaipur between 10 A.M. to 12.30 P.M. on the date of opening of the Bids.

5. The procedure for submission of bids including payment of price of Bidding Document, user charges/ processing fee, Bid Security, etc. has also been specified on the e-Procurement Portal and in the Bidding Document.

6. The Technical Bids shall be opened at 4:00 P.M. AM/PM on dated 05/03/2019 in the office of Managing Director, Rajasthan Samwad, Department of Information and Public Relation Campus, Government Secretariat Jaipur in the presence of the Bidders or their representatives who wish to be present.

6. The Rajasthan Samwad is not bound to accept the successful Bid and may reject any or all Bids without assigning any reason thereof.

7. The Bidders shall have to submit proofs of their GST registration and the Permanent Account Number (PAN) of Income Tax.

Managing Director,
Rajasthan Samwad, Jaipur
NOTICE INVITING PROPOSALS (BIDS)

1. Single Stage Two-Envelopes unconditional Technical and Financial Bids are invited electronically by Rajasthan Samwad for providing photography services for covering programmes on behalf of government of Rajasthan. Brief particulars of the procurement are given below:

<table>
<thead>
<tr>
<th>Last time and date for receiving Bids</th>
<th>Completion Period of the Assignment</th>
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<th>Processing fee for e-procurement</th>
<th>Price of Bidding Document</th>
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<td>2.00 PM of 05/02/2019</td>
<td>12 months</td>
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<td>Rs.1,000</td>
<td>Rs.1,000</td>
<td>Rs1,00,000 (Rupees One Lakh)</td>
</tr>
</tbody>
</table>

The complete Bidding Document may be seen at or downloaded from the State Public Procurement Portal http://sppp.rajasthan.gov.in or e-procurement portal http://eproc.rajasthan.gov.in and its non-refundable price may be paid along with processing fee and bid security amount at the time of submission of the bid by banker's cheque, demand draft, bank guarantee of a Scheduled Bank in India as specified in the bidding document.

Managing Director,
Rajasthan Samwad, Jaipur
Section I
Instruction to Bidders/ Service Providers and Bid Data (ITB/ ITC)
Important Instruction:- The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Transparency in Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal http://sppp.rajasthan.gov.in Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>1.1</td>
<td>Scope of Services</td>
<td>1.1.1</td>
<td>Managing Director, Rajasthan Samwad is the Procuring Entity which has invited the Bids from eligible and qualified Bidders for selecting, in accordance with the procedure of selection specified in this Bidding Document, for providing photography services for covering programmes on behalf of government of Rajasthan. A Time-Based Contract will be entered with the selected Bidder. The detailed Scope of the Services has been given in Terms of Reference, Section III of this Bidding Document. The duration of the present Assignment is 12 months which may further be extended by another period of 06 months on the same terms and conditions and commendable performance by the Service Provider in the initial duration of 12 months.</td>
</tr>
<tr>
<td>2.1</td>
<td>Conflict of Interest</td>
<td>2.1.1</td>
<td>In addition to the provisions of Rule 81, the Procuring Entity requires that Service Providers provide professional, objective, and impartial advice and at all times hold the Rajasthan Samwad's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Service Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or...</td>
</tr>
</tbody>
</table>

2. Code of Integrity, Conflict of Interest, etc.
| 2.2 | Conflicting activities | 2.2.1 | A firm that has been engaged by the Rajasthan Samwad to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or non consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation.

| 2.3 | Conflicting assignments | 2.3.1 | Service Providers (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Services Provider to be executed for the same or for another Client.

| 2.4 | Code of Integrity | 2.4.1 | The Service Providers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and in execution of the Contract. Any person participating in the procurement process or executing the Contract 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
(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.

| 2.5 Breach of Code of Integrity by the Bidder | 2.5.1 The Rajasthan Samwad shall, notwithstanding anything to the contrary contained in this Bidding Document, reject a Proposal without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider has, directly or indirectly or through an agent, engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process or in execution of the Contract. In such an event, the Procuring Entity shall, without prejudice to its any other rights or remedies under section 11(3), 46 and Chapter IV of the Act, forfeit and appropriate the Bid Security or any other Security as genuine pre-estimated compensation and damages payable to the Procuring Entity for, inter alia, time, cost and effort of the Procuring Entity in regard to the bid, including consideration and evaluation of such Service Provider’s Proposal and completing the remaining Services. |

<table>
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<tr>
<th>3. Eligibility</th>
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<tbody>
<tr>
<td>3.1 General</td>
<td>3.1.1 A Service Provider may be a natural person, private Entity or government-owned Entity.</td>
</tr>
<tr>
<td></td>
<td>3.1.2 A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.</td>
</tr>
<tr>
<td></td>
<td>3.1.3 A Bidder shall not be eligible to apply for this Services Contract in case it has been debarred by Government of Rajasthan or the Rajasthan Samwad under section 46 of the Act.</td>
</tr>
<tr>
<td></td>
<td>3.1.4 The Bidder shall have to submit proof of registration for the GST and Permanent Account</td>
</tr>
<tr>
<td>3.2</td>
<td>Only one Proposal by one Bidder</td>
</tr>
</tbody>
</table>

4. Contents of Bidding Document (RFP)

| 4.1 | Sections of the Bidding Document (RFP) | 4.1.1 | This Bidding Document/ RFP consists of the following Sections:
Notice Inviting Bids (Proposals)
Section I: Instruction to Bidders/ Service Providers (ITB/ ITC) and Bid Data
Section II: Qualification and Evaluation Criteria
Section III: Terms of Reference (TOR)
Section IV: Bidding Forms
Section V: Conditions of Contract (CC)
Section VI: Contract Forms |

|  | 4.1.2 | The Request for Proposal along with the complete Bidding Document shall be placed on the State Public Procurement Portal, http://sppp.rajasthan.gov.in and e-procurement portal http://eproc.rajasthan.gov.in. The Bidders may download the Bidding Document from these portals. The non-refundable price of the Bidding Document may be paid along with the Bid Security, as indicated in ITB para 4.1.3 below. |

|  | 4.1.3 | The instruments of payment of the price of Rupees 1,000 of the Bidding Document and the amount of bid security of Rupees 1,00,000 must be in the form of two separate bank demand draft/ banker's cheque of a Scheduled Bank in India drawn in the name of Managing Director, Rajasthan Samwad, payable at Jaipur (bid security may also be deposited through bank guarantee issued by a Scheduled Bank in India in the specified format). These two original instruments of payment and another bank demand draft/ banker's cheque of Rs.1000 of a Scheduled Bank in India drawn in the name of Managing Director, RISL, payable at Jaipur for e-procurement processing fee must be submitted in a sealed cover in the office of Rajasthan Samwad between 10 AM to 12.30 PM. |
on the day of opening of Bids.

| 4.1.4 | The Rajasthan Samwad is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the State Public Procurement Portal or e-procurement portal. |
| 4.1.5 | The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid. |

| 4.2 | Clarification of Bidding Document |
| 4.2.1 | A Bidder requiring any clarification of the Bidding Document shall contact the Rajasthan Samwad in writing or e-mail at the Rajasthan Samwad’s address written in the beginning of the Bidding Document. The Rajasthan Samwad will respond in writing or e-mail to any request for clarification, within seven days provided that such request is received no later than 7 (seven) days prior to the deadline for submission of Bids. |

| 4.3 | Amendment of Bidding Document |
| 4.3.1 | Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and e-procurement portal. |

### 5. Preparation of Bids

| 5.1 | Cost of Bidding |
| 5.1.1 | The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Rajasthan Samwad shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 5.1.2 | The Bidder shall furnish the self attested copies of the following documents with its Bid:

i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing/submitting the Bid, authorizing him to represent all partners of the firm and his contact details.

ii. Permanent Account Number (PAN) issued by the Income Tax Department and GST registration certificate. If applicable, registration for EPF and ESI.

iii. Address of office, telephone, fax numbers, e-mail address.
5.2 **Language of Bid**

5.2.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Rajasthan Samwad, shall be written in English language and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

5.3 **Documents Comprising the Bid**

5.3.1 The Bid shall comprise of two covers, one containing the Technical Bid/Proposal and the other the Financial or Price Bid/Proposal. One more cover containing scanned copies of proof of payment of the price of Bidding Document, processing fee and Bid Security, in form specified in these ITB, shall be enclosed separately.

All documents enclosed in the above covers must be scanned, converted into pdf format and digitally signed by the Bidder or its authorized signatory.

5.3.2 The Technical Bid/Proposal shall contain the following:

i. Technical Bid/Proposal Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given in Section IV [Bidding Forms];

ii. proof of payment of price of Bidding Document, Bid Security and e-procurement processing fee;

iii. written confirmation authorizing the signatory of the Bid to commit the Bidder;

iv. documentary evidence establishing the Bidder's eligibility to bid;

v. documentary evidence establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;

vi. Comments/suggestions on TOR, Methodology
and Approach to accomplish the tasks required to be performed under TOR to achieve the objectives of the Assignment, detailed Work Plan and Work Schedule, Staffing Schedule for them.

vii. All documents mentioned in ITB Clause 5.1.2; and

viii. Others considered necessary to strengthen the Bid.

5.3.3 The Financial Bid/ Price Proposal shall contain the following:

Financial Bid/ Price Proposal Submission Sheet and the Price Schedules in the specified formats.

5.4 5.4.1 The Technical Proposal shall provide the information indicated in the following paras from 5.4.1.1 to 5.4.1.5. The recommended number of pages for the description of the approach, methodology and work plan has also been indicated. A page is considered to be one printed side of A4 or letter size paper.

5.4.1.1 The Technical Proposal should include:

Brief description of the Service Providers' organization (approximately 2 Pages) and an outline of the required experience. Information on required turnover, number of employees, branch offices etc. as required in Clause 3 of ITB/ITC.

For each assignment, the outline should indicate the names of Professional staff who participated, duration of the assignment, contract amount, and Service Provider's involvement. Information should be provided only for those assignments for which the Service Provider was legally contracted by the client as a corporation or as one of the major firms within a consortium/joint venture.

Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Service Provider, or that of the Service Provider’s associates, but can be claimed by the Professional staff themselves in their CVs. Service Providers should be prepared to substantiate the claimed experience if so requested by the Rajasthan Samwad.
<table>
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<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>5.4.1.2</td>
<td>The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non-responsive.</td>
</tr>
<tr>
<td>5.5</td>
<td>Financial Proposals</td>
</tr>
<tr>
<td>5.5.1</td>
<td>The Financial Proposal shall be prepared using the attached Bidding Forms [Section IV, Bidding Forms]. The Bid Price shall be inclusive of all costs associated with the assignment. All activities and items described in the TOR.</td>
</tr>
<tr>
<td>5.6</td>
<td>Currencies of Proposal and Payments</td>
</tr>
<tr>
<td>5.6.1</td>
<td>The unit rates and the Prices shall be quoted by the Service Providers entirely in Indian Rupees and all payments shall be made in Indian Rupees.</td>
</tr>
<tr>
<td>5.7</td>
<td>Taxes</td>
</tr>
<tr>
<td>5.7.1</td>
<td>The Service Provider and Experts are responsible for meeting all tax liabilities arising out of the Contract, except GST which shall be paid extra by Rajasthan Samwad.</td>
</tr>
<tr>
<td>5.8</td>
<td>Period of validity of Bid</td>
</tr>
<tr>
<td>5.8.1</td>
<td>The Service Providers' Proposals must remain valid for 90 Days after the last date of submission of Proposals. During this period, Service Providers shall maintain the availability of Professional staff nominated in the Proposal. The Rajasthan Samwad will make its best effort to complete negotiations within this period. Should the need arise, however, the Rajasthan Samwad may request Service Providers to extend the validity period of their proposals. Service Providers who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Service Providers could submit new staff in replacement, which would be considered in the final evaluation for contract award. Service Providers who do not agree have the right to refuse to extend the validity of their Proposals.</td>
</tr>
<tr>
<td>5.9</td>
<td>Bid Security</td>
</tr>
<tr>
<td>5.9.1</td>
<td>The Bidder shall furnish as part of its Bid, a Bid Security. The amount of Bid Security shall be Rupees 1,00,000 (Rupees One Lakh)</td>
</tr>
<tr>
<td>5.9.2</td>
<td>The Bid Security may be given in the form of a banker's Cheque or demand draft or bank guarantee of a Scheduled Bank in India, in specified format included in Section IV [Bidding Forms].</td>
</tr>
</tbody>
</table>
5.9.3 Scanned copy of the instrument of Bid Security shall necessarily accompany the Bid. Any Bid not accompanied by Bid Security shall be liable to be rejected.

5.9.4 The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:

i. when the Bidder withdraws or modifies his Bid after opening of Bids; or

ii. when the selected Bidder does not execute the Contract agreement after issue of letter of acceptance of its Proposal within the specified time period; or

iii. when the selected Bidder does not deposit the Performance Security; in the specified time limit after issue of the letter of acceptance of its Proposal; or

iv. when the Bidder fails to commence the Services within the time limit specified; or

v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules or as specified in these ITB.

5.9.5 The Rajasthan Samwad shall promptly refund the Bid Security of a Bidder at the earliest of any of the following events, namely:

i. the expiry of validity of Bid Security;

ii. the agreement for procurement is signed and Performance Security is furnished by the successful Bidder;

iii. the cancellation of the procurement process; or

iv. the withdrawal of Bid prior to the deadline for presenting Bids.

6. Submission, Receipt and Opening of Bids

<p>| 6.1 | Sealing and Marking of Bids | 6.1.1 | Bidders shall submit their Bids to the Procuring Entity electronically only on the e-procurement portal, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>. In submission of their Bids, the Bidders should follow the step by step instructions given on the e-procurement portal. |</p>
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<td></td>
<td>6.1.2</td>
<td>The Bidder shall enclose the Technical Bid and the Financial Bid in two separate covers. The proof of payment of price of Bidding Document, processing fee and Bid Security shall be enclosed in third cover.</td>
</tr>
<tr>
<td>6.2</td>
<td>Deadline for Submission of Bids</td>
<td>6.2.1</td>
</tr>
<tr>
<td>6.3</td>
<td>Withdrawal, Substitution and Modification of Bids</td>
<td>6.3.1</td>
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<td>6.3.2</td>
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<td>6.4</td>
<td>Bid Opening</td>
<td>6.4.1</td>
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<td>6.4.2</td>
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<tr>
<td>Section</td>
<td>Text</td>
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<td>6.4.3</td>
<td>The Bids opening committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, any conditions put by Bidder and the presence or absence of the price of Bidding Document, processing fee and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.</td>
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<tr>
<td>6.4.4</td>
<td>After completion of the evaluation of the Technical Bids which includes evaluation of the presentation by the Bidders, the Rajasthan Samwad shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to attend the electronic opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be intimated to them in writing by the Rajasthan Samwad.</td>
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<td>6.4.5</td>
<td>The Rajasthan Samwad shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially non-responsive or not qualified due to not securing minimum qualifying marks in accordance with the requirements of the Bidding Document.</td>
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</tr>
<tr>
<td>6.4.6</td>
<td>The Bids opening committee shall conduct the electronic opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the Rajasthan Samwad.</td>
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<tr>
<td>7. Evaluation and Comparison of Bids</td>
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<tr>
<td>7.1</td>
<td>Clarification of Technical or Financial Bids</td>
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<tr>
<td>7.1.1</td>
<td>To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid. The committee's request for clarification and the response of the Bidder shall be in writing.</td>
<td></td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Subsection</td>
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| 7.2     | Correction of Arithmetical Errors in Financial Bids | 7.2.1 | Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid 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.  
   The Bidder shall have to accept the arithmetical corrections made as above. |
| 7.3     | Responsiveness of Technical or Financial Bids | 7.3.1 | The Rajasthan Samwad's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself. |
| 7.4     | Evaluation of Technical Proposals | 7.4.1 | The Rajasthan Samwad's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria specified in Section II,  
   Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. |
| 7.5     | Evaluation of Financial Proposals | 7.5.1 | A Time-Based Contract shall be entered, therefore, the Service Provider is deemed to have included all prices in the Financial Proposal. The total price, excluding GST specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. |
| 7.6 | Taxes | 7.6.1 | Income Tax shall be deducted by Rajasthan Samwad at source from all payments made to the Service Provider as per provisions of prevalent Income Tax law. GST, as applicable, shall be paid extra by Rajasthan Samwad to the Service Provider which in turn shall be paid to the Central Excise Department by the Service Provider. |
| 7.7 | Evaluation by Cost Based Selection (CBS) | 7.7.1 | The evaluation shall be done by Cost Based Selection (CBS), therefore, a responsive proposal with lowest evaluated Financial Bid shall be awarded the contract provided it is adjudged best in the evaluation of Technical Bid. The successful Bidder will be invited for negotiations. |

### 8. Grievance Redressal during procurement process

| 8.1 | Grievance Redressal | 8.1.1 | Any grievance of a Service Provider pertaining to the procurement process shall be presented by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Appendix A to these ITC to the First or Second Appellate Authority, as the case may be, as specified below:  
First Appellate Authority: The Secretary, Department of Information and Public Relations, Government of Rajasthan, Secretariat, Jaipur-302 005  
Second Appellate Authority: The Principal Secretary to the Government (Finance Department) Government of Rajasthan, Secretariat, Jaipur-302 005 |
Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

(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 thereunder, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days from the date of such decision, action, or 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 in terms of section 27 of the Act, 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 Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a Bidder whose technical Bid is found to be acceptable.

(2) 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.

(3) Form of Appeal

(a) An appeal 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.

(4) 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 payable in the name of Appellate Authority concerned.
(5) Procedure for disposal of appeals

(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 be placed on the State Public Procurement Portal.
Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No ........of ...........
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):
   1.
   2.
   3.

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
Section II
Evaluation and Qualification Criteria
Section II: Qualification and Evaluation Criteria

A. Qualification Criteria

I. The Bidder must be a registered entity in India as a proprietorship/partnership firm or a private limited or a public limited company under the Indian Companies Act or a society registered under the Societies Registration Act, 1958.

II. The Bidder must be accredited by Press Information Bureau of India.

III. The Bidder must be in the field of media coverage for at least past 10 years.

IV. The Bidder must have an average annual turnover of at least Rupees 5 Crores in last three financial years.

V. The Bidder must have experience of officially working with state governments/central government departments for media coverage. Preference will be given to the Bidders who have officially worked with chief ministers of the states.

VI. The Bidder must have a dedicated team of professional personnel experienced in media coverage of VIPs, production and fast dissemination of news to TV channels and social and multi media.

VII. The Bidder must not have been debarred or blacklisted by any of its clients or Government or Rajasthan or any of its departments/undertakings.

VIII. The Bidder must have PAN number issued by Income Tax Department and GST number issued by Central Excise Department.

B. Evaluation Criteria

The successful Bidder will be one who fully agrees to comply with all the terms and conditions of this RFP, whose qualifications and experience are evaluated to be the best and whose financial bid is evaluated as the lowest by Rajasthan Samwad.
Section III
Terms of Reference
Section III: Terms of Reference

1. Background

Department of Information & Public Relations (DIPR) acts as an important channel between the State Government and the people of the State and the Rajasthan Samwad is a self governed autonomous institution working under it, registered as a society under the Societies Registration Act, 1958.

2. Objectives and Scope of Work

राजस्थान सरकार एवं माननीय मुख्यमंत्री महोदय के विभिन्न कार्यक्रमों/समारोहों/बैठकों के कवरेज, राजस्थान सरकार की साप्ताहिक न्यूज मेजर्जी एवं राजस्थान सरकार संबंधित ऑनलाइन प्रचार-प्रसार के कार्यों का विवरण:-

1. एजेंसी से प्राप्त सैलैंडिय एवं माननीय मुख्यमंत्री राजस्थान सरकार की विभिन्न कार्यक्रम के बारे में एवं हर माह उसकी एक सी.डी. उपलब्ध करानी होगी।
2. साप्ताहिक न्यूज मेजर्जी/विकास कार्यों की फिल्म (१५ मिनट की) सी.डी./डी.वी.डी. यथासमय उपलब्ध कराई जायेगी।
3. ऑनलाइन प्रचार-प्रसार के लिए किसी उपलब्ध करायेगी।
4. टी.वी. चैनल पर न्यूज विलिपिंग प्रेशित की जायेगी ताकि मुख्यमंत्री महोदय की खबरें इलेक्ट्रॉनिक चैनल पर प्रसारित हो सकें।
5. माननीय मुख्यमंत्री महोदय के राज्य में किसी भी जिले में या राज्य के बाहर दौरे पर आपकी टीम हाँ पहुंच कर कवरेज करेगी।
6. उक्त समस्त कार्य मुख्यमंत्री कार्यालय के निर्देशानुसार यथासमय गुणवत्ता पूर्ण समाप्तित करने होंगे।
7. One to two minutes special news capsule (audio-video) on the achievement and development work of Rajasthan Government.
8. Rajasthan Government on weekly basis and mount them on the national and international websites on DAVP rates.
9. 2x2 inch banner/advertisement of good work of Rajasthan Government can be posted on NEWS website.
10. Breaking News of the good work of the Government will be twitted.
11. Live streaming of the events of the hon’ ble CM and other big project of the Rajasthan Government.

3. Project Duration

The duration of the present Assignment is 12 months which may further be extended by another period of 12 months on mutual agreement and on the same terms and conditions and commendable performance by the Service Provider in the first duration.

4. The Deliverables

The Service Provider will have to deliver to the Rajasthan Samwad/Department of Information and Public Relations the following specific outputs during the Assignment before release of monthly payments to him:-
1. एजेंसी द्वारा दैनिक आदार पर माननीय मुख्यमंत्री राज्य सरकार की विभिन्न कवरेज की जाएगी एवं हर गांव उसकी एक सी.डी. उपलब्ध करानी होगी।
2. साप्ताहिक न्यूज मैगजीन/विकास कार्यों की फिल्म (15 मिनट की) सी.डी./डी.वी.डी. यथासमय उपलब्ध कराई जाएगी।
3. ऑनलाइन प्रचार–प्रसार के लिए उपलब्ध कराये जायेंगे।
4. टी.वी. चैनल पर न्यूज विलिपिंग प्रेषित की जाएगी ताकि मुख्यमंत्री महोदय की खबरे इलेक्ट्रॉनिक चैनल पर प्रसारित हो सकें।
Section IV : Bidding Forms
Technical Proposal (Bid)
To

The Managing Director,
Rajasthan Samwad,
Department of Information and Public Relations Campus,
Government Secretariat, Jaipur-302 005

Dear Sirs,

We, the undersigned, offer to provide the services of covering Chief Minister’s programmes, production of weekly news magazines and distribution of CM programmes coverage news to various channels and its Multi Media projection on behalf of Government of Rajasthan in accordance with your Request for Proposals dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal in a separate cover.

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Rajasthan Samwad and action may be taken against us under the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013.

(b) Our Proposal shall be valid and remain binding upon us for the required period of 90 Days.

(c) We declare that we have complied with the and shall continue to comply with the provisions of Code of Integrity contained in the RFP Document in competing for and in execution of the Contract and that we have no conflict of interest as stated in the RFP Document.

(d) We meet the Eligibility and Qualification criteria as required in the RFP Document.

(e) We are in full agreement with all the terms and conditions of the assignment as stated in the RFP Document without any reservation, deviation or omission.

(f) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in the RFP Document may lead to the termination of Contract negotiations.
(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(h) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period stated in the RFP Document.

(i) We understand that the Rajasthan Samwad is not bound to accept any Proposal that it receives and may reject all proposals.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: __________________________
Name and Title of Signatory: __________________________
Name of Service Provider (firm’s/ company’s name): __________________________
In the capacity of: ______________________________________
Address: ______________________________________________
Contact information (phone and e-mail): __________________________
Form TECH-2

SERVICE PROVIDER'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Service Provider's organization and an outline of the recent experience of the Service Provider that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Service Provider's Key Experts who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-Service Provider, the amount paid to the Service Provider), and the Service Provider's role/involvement.

A - Service Provider's Organization

1. Provide here a brief description of the background and organization of your company.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership.
3. Provide dates of registration of the company/organization and commencement of business. The Bidder should be in the field of providing services of covering Chief Minister's programmes, production of weekly news magazines and distribution of CM programmes coverage news to various channels and its Multi Media projection on behalf of Government of Rajasthan for at least past (Enclose self attested copies of certificates of registration/ incorporation of the company/organization, commencement of business, Memorandum of Association.)
4. Provide figures of financial turnover of the company from operations in media coverage for preceding three financial years (Enclose copies of audited statements of accounts for the financial years 2015-16, 2016-17 and 2017-18.)
5. The firm should be able to provide a qualified team of Key professionals. (Enclose CVs of the Key professionals certified by the authorized signatory clearly indicating educational and professional qualification and experience.)
6. The firm should be registered for GST and income tax. (Enclose copies of GST registration certificate issued by Central Excise Department and PAN card issued by Income Tax Department.)
7. Provide details of registered address, website and e-mail address with phone and fax numbers of the Bidder's organization including office situated in Rajasthan and contact details of the authorized signatory.
B - Service Provider's Experience

1. List only previous similar assignments successfully completed by the firm in the last 05 years.

2. List only those assignments for which the Service Provider was legally contracted by the Client as a Bidder or was one of the joint venture partners. Assignments completed by the Service Provider’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Service Provider, or that of the Service Provider’s partners, but can be claimed by the Experts themselves in their CVs. The Service Provider should substantiate the claimed experience by attaching copies of relevant documents.

Details of the similar assignments completed by the company may be given in following formats:-

I. Summary sheet for the most relevant assignments in the following format:

<table>
<thead>
<tr>
<th>Name of the assignment</th>
<th>Client (address and Contact Number)</th>
<th>Time Period (From....to....)</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>


II. Give details of the recent relevant assignments in the following format (1 sheet per assignment):

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location within the Country:</td>
<td>Professional Staff provided by your Firm: your Company:</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>No. of Staff:</td>
</tr>
<tr>
<td></td>
<td>No. of Person months:</td>
</tr>
<tr>
<td>Start Date:</td>
<td>Completion Date:</td>
</tr>
<tr>
<td>Name of Associated Firms (s) if any:</td>
<td>No. of Professional Staff Months provided by Associated Firms(s):</td>
</tr>
<tr>
<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td>
<td></td>
</tr>
<tr>
<td>Cost and Detailed Narrative Description of Project:</td>
<td></td>
</tr>
<tr>
<td>Detailed Description of Actual Services Provided by your Firm:</td>
<td></td>
</tr>
</tbody>
</table>
(Form TECH-3)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE RAJASTHAN SAMWAD

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment and on requirements for counterpart staff and facilities, which are to be provided by the Rajasthan Samwad, including administrative support, office space, data, etc.

A- On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B- On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Rajasthan Samwad. For example, administrative support, office, office space, data, background reports, etc, if any}
Fact Sheets of Team Members

Separate sheets for each member:

1 Name:
   (Also affix passport size colour photograph of the Member)

2 Role Assigned for the project

3 Key Expertises:

4 Technical Qualifications (including Year of Completion):

5 No. of Years of Professional Experience:

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Start Date</th>
<th>Completion Date</th>
<th>Project Cost (Rupees in Lakh)</th>
<th>Client name and address</th>
<th>Role of the Team member with monthly remuneration</th>
</tr>
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</table>

Date................ Signature of Personnel ...............................................

Counter Signature by the Bidder.........................................................
FORM TECH-4
Form of Bid Security
[To be issued by a Scheduled Bank in India and must be duly stamped]

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary:
Managing Director,
Rajasthan Samwad,
Department of Information and Public Relations Office Campus,
Government Secretariat, Jaipur-302 005

Date: [insert date]

GUARANTEE No.: [insert number]

We have been informed that [insert name of the Service Provider] (hereinafter called "the Service Provider") has submitted to you its Proposal dated [insert date] (hereinafter called "the Proposal") for selection of agency for providing services of covering Chief Minister's programmes, production of weekly news magazines and distribution of CM programmes coverage news to various channels and its Multi Media projection on behalf of Government of Rajasthan under Request for Proposals No. [insert RFP number] ("the RFP").

Furthermore, we understand that, according to your conditions, Proposals must be supported by a Bid Security.

At the request of the Service Provider, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures][insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Service Provider is in breach of its obligation(s) under the Proposal conditions, because the Service Provider:

(a) has withdrawn its Proposal during the period of Proposal validity specified by the Service Provider in the Form of Proposal; or

(b) having been notified of the acceptance of its Proposal by the Rajasthan Samwad, Jaipur during the period of Proposal validity,
   (i) fails or refuses to execute the Contract Form, if required,
   (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (ITB),
   (iii) does not accept the correction of errors in accordance with the ITB, or
   (iv) breaches any provision of the Code of Integrity specified in ITB;

This guarantee will expire: (a) if the Service Provider is the successful Service
Provider, upon our receipt of copies of the contract signed by the Service Provider and the performance security issued to you upon the instruction of the Service Provider; and (b) if the Service Provider is not the successful Service Provider, upon the earlier of (i) our receipt of a copy of your notification to the Service Provider of the name of the successful Service Provider; or (ii) thirty days after the expiration of the validity period of the Service Provider's Proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under ____________

Name ______________________________________________________________________

In the capacity of ______________________________________________________________________

Signed ______________________________________________________________________

Duly authorized to sign the Bid Security for and on behalf of ____________

Date ______________________________________________________________________

Bank's Seal ______________________________________________________________________
FORM TECH-5
Declaration by the Bidder in compliance of Section 7 & 11 of the Act

Declaration by the Bidder

In relation to our Proposal submitted to the Managing Director, Rajasthan Samwad, Department of Information and Public Relations Campus, Government Secretariat, Jaipur-302 005 for selection of agency for providing services of covering Chief Minister's programmes, production of weekly news magazines and distribution of CM programmes coverage news to various channels and its Multi Media projection on behalf of Government of Rajasthan in response to their Request for Proposal No.................. Dated ............... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Rajasthan Samwad;

2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;

3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;

4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to 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. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;

6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date: 
Place: 
Signature of Bidder
Name:
Designation:  
42
Know all men by these presents, We.................................................................(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms............................................... (name and residential address) who is presently employed with us and holding the position of ......................................................... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our RFP for selection of agency for providing services of covering Chief Minister's programmes, production of weekly news magazines and distribution of CM programmes coverage news to various channels and its Multi Media projection on behalf of Government of Rajasthan including signing and submission of all documents and providing information/ responses to Rajasthan Samwad in all matters in connection with our Application for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the Day of Accepted
For ................................................................. Name & signature
(Name and designation of the person(s) signing on behalf of the Applicant)
**FORM TECH-7**  
Format for seeking clarifications

Name of the Bidder:  
Address:  
Telephone Nos.:  
Fax No:  
Mobile No:  
Email ID:

<table>
<thead>
<tr>
<th>Section No. – Clause No.</th>
<th>Paragraph/Bullet No.</th>
<th>Corresponding page no in the RFP Document</th>
<th>Particulars of the query / clarification</th>
<th>Remarks of Rajasthan Samwad</th>
</tr>
</thead>
<tbody>
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Authorized Signatory  
Designation

[The queries have to be submitted through e-mail in word document (not a PDF) to Rajasthan Samwad latest by 7 Days before the last date of receipt of bids. The bidder should send the queries through official e-mail IDs only.]
FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To

The Managing Director,
Rajasthan Samwad,
Department of Information and Public Relations Campus,
Government Secretariat, Jaipur-302 005

Dear Sirs,

1. We, the undersigned, offer to provide the services of covering Chief Minister's programmes, production of weekly news magazines and distribution of CM programmes coverage news to various channels and its Multi Media projection on behalf of Government of Rajasthan in accordance with your Request for Proposal dated {Insert Date} and our Technical Proposal, without any reservation and condition.

2. Having gone through this RFP document and having fully understood the scope of work and in full agreement with all the terms and conditions of the assignment as stated in the RFP Document without any reservation, deviation or omission, we quote the following charges per month for the Assignment without any condition:

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Amount (In Rupees in figures)</th>
<th>Amount (In Rupees in words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee per month excluding GST</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total fee per month excluding GST</td>
<td></td>
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</tbody>
</table>

3. Our Financial Proposal is for the amount of Rupees ................... {Insert the amount in figures and words} per month, including all expenses and our service charges but excluding GST, if applicable, at the prevalent rate which shall be paid extra by the Rajasthan Samwad.

4. The financial proposal covers remuneration for all the Personnel, equipment and out of pocket expenses during the period of the contract.
5. The offer price quoted by us is firm during the period of Contract.

6. The financial proposal is inclusive of all activities not specifically mentioned in the RFP document, but which are essential for successful completion of Assignment.

7. Our Financial Proposal shall be binding upon us subject to reduction, if any, resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal or reject all Proposals you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ___________________________________
Name and Title of Signatory: _____________________________________________
In the capacity of: _______________________________________________________
Address: _______________________________________________________________
E-mail: ________________________________________________________________
Section V
Conditions Of Contract
### Section V: Conditions of Contract

#### 1. General

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Measures to be Taken On Breach Of Code of Integrity</td>
<td>1.1.1</td>
<td>Breach of Code of Integrity by the Service Provider or their personnel:- Without prejudice to the provisions of Chapter IV of the Act, in case of any breach of the Code of Integrity by the Service Provider or their personnel, the Procuring Entity Rajasthan Samwad may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and Chapter IV of the said Act.</td>
</tr>
</tbody>
</table>
2.3 Expiration of Contract  

| 2.3.1 | Unless terminated earlier, this Contract shall expire at the end of a period of 12 months after the Effective Date. The duration of the present Assignment is 12 months which may further be extended by another period of 06 months on the same terms and conditions and commendable performance by the Service Provider in the initial duration of 12 months. |

3. Force Majeure  

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Definition</td>
<td>3.1.1</td>
<td>For the purposes of this Contract, &quot;Force Majeure&quot; means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.1.2</td>
<td>Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts or 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 the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.1.3</td>
<td>Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</td>
</tr>
</tbody>
</table>
### 3.2 No Breach of Contract Due to Force Majeure

3.2.1 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### 4. Termination

<table>
<thead>
<tr>
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<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Extension in Period of deliverables and Liquidated Damages</td>
<td>4.1.1</td>
<td>If the Service Provider considers at any time during the performance of the Contract that he is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing immediately on the occurrence of cause of hindrance to the Rajasthan Samwad to extend the period of submission of an output. The Rajasthan Samwad, after considering the reasons and justifications, may extend the period with or without liquidated damages. The Rajasthan Samwad, except in case of an event of Force Majeure or reasons beyond the control of the Service Provider, shall be entitled to impose on the Service Provider, liquidated damages of 1% of the Contract amount for each week of delay for monthly deliverables after the stipulated date of submission of a deliverable. However, the liquidated damages shall not exceed a total of 10% of the Contract amount.</td>
</tr>
<tr>
<td>4.2</td>
<td>Conflict of Interests</td>
<td>4.2.1</td>
<td>The Service Provider shall hold the Rajasthan Samwad's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</td>
</tr>
</tbody>
</table>
4.3 Service Provider Not to Benefit from Commissions, Discounts, etc

4.3.1 The payment of the Service Provider pursuant to CC Clause 10 shall constitute the Service Provider's only payment in connection with this Contract and, the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Service Provider shall use its best efforts to ensure that Experts/ Personnel and agents similarly shall not receive any such additional payment.

4.3.2 Furthermore, if the Service Provider, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Service Provider shall comply with the Procuring Entity's procurement rules and guidelines, and shall at all times exercise such responsibility in the best interest of the Rajasthan Samwad. Any discounts or commissions negotiated by the Service Provider in the exercise of such procurement advisory responsibility shall be for the account of the Rajasthan Samwad.

5. Service Providers' Experts' Personnel

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Description of Key Experts</td>
<td>5.1.1</td>
<td>The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Service Provider's Key Experts are described in Technical Bid submitted by the Service Provider.</td>
</tr>
<tr>
<td>5.2</td>
<td>Replacement of Key Experts</td>
<td>5.2.1</td>
<td>Except as the Rajasthan Samwad may otherwise agree in writing, no changes shall be made in the Key Experts.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.3.2</td>
<td>In the event that any of Key Experts, Non-key Experts is found by the Rajasthan Samwad to be incompetent or incapable in discharging assigned duties, the Rajasthan Samwad, specifying the grounds therefore, may request the Service Provider to provide a replacement.</td>
</tr>
</tbody>
</table>
6. Obligations of the Client (Rajasthan Samwad)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>Assistance and Exemptions</td>
<td>6.1.1</td>
<td>The Rajasthan Samwad shall use its best efforts to:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6.1.1.1</td>
<td>Assist the Service Provider in obtaining permits and such other documents as shall be necessary to enable the Service Provider to perform the Services.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6.1.1.2</td>
<td>Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6.1.1.3</td>
<td>Provide to the Service Provider and Personnel any such other assistance as may be requested by the Service Provider and agreed by Rajasthan Samwad.</td>
</tr>
<tr>
<td>6.2</td>
<td>Access to the Site of work</td>
<td>6.2.1</td>
<td>The Rajasthan Samwad warrants that the Service Provider shall have, free of charge, unimpeded access to the site of work in respect of which access is required for the performance of the Services.</td>
</tr>
<tr>
<td>6.3</td>
<td>Payment Obligation</td>
<td>6.3.1</td>
<td>In consideration of the Services performed by the Service Provider under this Contract, the Rajasthan Samwad shall make such payments to the Service Provider for the deliverables specified in the final Terms of Reference and in such manner as is provided by CC Clause 10 below.</td>
</tr>
</tbody>
</table>

7. Payments to Service Provider

| 7.1   | Contract Price            | 7.1.1   | The Contract price per month as accepted by Rajasthan Samwad is Rupees ......................... (In words Rupees .................................) which shall remain fixed during the contract unless any variation in scope of services is agreed by the Parties. |
### 7.2 Schedule of Payments

#### 7.2.1 Schedule of Payments:

1. In consideration of the performance of the Contract, the Rajasthan Samwad shall pay to the Service Provider as consideration for his services on monthly basis the amount of Bid finally accepted by Rajasthan Samwad.

2. Taxes payable as per rules will be the liability of the Service Provider, all taxes as applicable i.e. income tax etc. shall be deducted from payments of the successful bidder as per rules.

3. GST, as applicable, shall be paid extra to the Service Provider by Rajasthan Samwad with each payment for onward payment to Central Excise Department.

4. No advance payments shall be made to the Service Provider.

5. Payment of monthly bills shall be made after verification of the work shown in the bills by Assistant Director/PRO DIPR posted in the office of the Chief Minister and on receipt of the materials mentioned in the Terms of Reference included in Section III of this RFP.

### 7.3 Taxes and Duties

#### 7.3.1 The Service Provider and Experts are responsible for meeting any and all tax liabilities arising out of the Contract, except GST which shall be paid extra as applicable by Rajasthan Samwad.

Income tax shall be deducted from the payments to the Service Provider at source in accordance with prevalent law.
8. Settlement of disputes

**Amicable Settlement**
The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.

**Arbitration**
In case the dispute is not resolved any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by sole arbitrator, Secretary, Department of Information and Public Relations, Government Rajasthan. Arbitration proceedings shall be conducted at Jaipur and the award shall be made in English or Hindi language. Following are agreed:

- The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Contract.

Any judicial proceedings if need to be instituted by either party, shall be instituted only in courts situated in Jaipur.
SECTION VI
CONTRACT FORMS
Section VI : Contract Forms

6.1 Contract Agreement

(To be executed on Non-Judicial Stamp Paper of appropriate value)

CONTRACT FOR PROVIDING PHOTOGRAPHY SERVICES
FOR COVERING PROGRAMMES ON BEHALF OF
GOVERNMENT OF RAJASTHAN

(Time Based Contract)

Between

Managing Director,
Rajasthan Samwad,
Department of Information and Public Relations Campus,
Government Secretariat, Jaipur-302 005

and

[Name of the Service Provider]

Dated:
CONTRACT AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made the [day number] day of the month of [month], [year], between, on the one hand, The Managing Director, Rajasthan Samwad, Department of Information and Public Relations Campus, Government Secretariat, Jaipur-302 005 (hereinafter called the "Client") which expression shall, where the context so admits, be deemed to include his successors in office and assigns and, on the other hand, [name and address of the Service Provider] (hereinafter called the "Service Provider") which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators.

WHEREAS:

(a) The Client has requested the Service Provider to provide photography services for covering programmes on behalf of Government of Rajasthan (herein after called the "Services")

(b) The Service Provider, having presented to the Client that it has the qualified professional skills, expertise and technical resources, has agreed to provide the Services on terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The Technical and Financial Proposals (Bids) submitted by the Service Provider
(b) The Statement of Outcomes of Negotiations and Final Terms of Reference
(c) The Conditions of Contract

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Conditions of Contract; The Statement of Outcomes of Negotiations and Final Terms of Reference and The Technical and Financial Proposals (Bids) submitted by the Service Provider

2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:

(a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
(b) the Client shall make payments to the Service Provider amounting to Rupees........................ per month, excluding GST which shall be paid extra in accordance with the provisions of the Contract.
(c) The work shall commence on ...................... and be completed within a period of 12 months.

IN WITNESS HEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first written above.

Witness 1
FOR AND ON BEHALF OF ................................
(THE SERVICE PROVIDER)

Witness 2
(Name)
(Designation)
(Address)

Witness 1
FOR AND ON BEHALF OF THE RAJASTHAN SAMWAD ......................

Witness 2
(Name)
(Designation)
(Address)
6.2 Format of Bank Guarantee for Performance Security

(To be issued by a Scheduled Bank in India and properly stamped)

Bank's Name and Address of Issuing Branch

Beneficiary:

The Managing Director,
Rajasthan Samwad,
Department of Information and Public Relations Campus,
Government Secretariat, Jaipur-302 005

THIS DEED OF GUARANTEE executed on this the ________ day of
__________________________ at__________________________ by
(Name of the Bank) having its Head/ Registered office at
__________________________ hereinafter referred to as “the Guarantor” which
expression shall unless it be repugnant to the subject or context thereof include
successors and assigns;

In favour of, The Managing Director, Rajasthan Samwad having its office at
Department of Information and Public Relations Campus, Government Secretariat,
Jaipur-302 005, hereinafter referred to as “Rajasthan Samwad”, which expression
shall, unless repugnant to the context or meaning thereof include its administrators,
successors or assigns.

WHEREAS,
A. By the Agreement being entered into between Rajasthan Samwad
and__________________________, a company incorporated under the provisions of the
Companies Act, 1956, having its registered office/ permanent address at
__________________________ hereinafter called the “Service Provider”. The Service
Provider has been selected to provide “photography services for covering
programmes on behalf of Government of Rajasthan”.

B. In terms of the Contract, the Service Provider is required to furnish to Rajasthan
Samwad, an unconditional and irrevocable bank guarantee for an amount of Rs.
_______/- (Rupees _______ Only) as security for due and punctual
performance/discharge of its obligations under the Agreement.

At the request of the Service Provider, the Guarantor has agreed to provide
guarantee, being these presents guaranteeing the due and punctual
performance/discharge by the Service Provider of its obligations under the
Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance
by the Service Provider of all its obligations relating to the Assignment during the
Agreement Period or extension thereof.
2. The Guarantor shall, without demur, pay to Rajasthan Samwad sums not exceeding in aggregate Rs. ______/- (Rupees ______ Only), within five (5) calendar days of receipt of a written demand therefor from Rajasthan Samwad stating that the Service Provider has failed to meet its performance obligations under the Agreement.

The Guarantor shall not go into the veracity of any breach or failure on the part of the Service Provider or validity of demand so made by Rajasthan Samwad and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Service Provider or any other person. The Guarantor’s obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

3. In order to give effect to this Guarantee, Rajasthan Samwad shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Service Provider or postponement/ non exercise/ delayed exercise of any of its rights by Rajasthan Samwad or any indulgence shown by Rajasthan Samwad to the Second Party and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by Rajasthan Samwad or any indulgence shown by Rajasthan Samwad provided nothing contained herein shall enlarge the Guarantor’s obligation hereunder.

4. This Guarantee shall be irrevocable and shall remain in full force and effect until 60 days after fulfilment of all the obligations of the Service Provider under the Agreement, unless discharged/ released earlier by Rajasthan Samwad in accordance with the provisions of the Agreement. The Guarantor’s liability in aggregate be to a sum of Rs. ______/- (Rupees ______ Only).

5. This Guarantee shall not be affected by any change in the constitution or winding up of the Service Provider/ the Guarantor or any absorption, merger or amalgamation of the Service Provider / the Guarantor with any other person.

6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under ______.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by
________________________ Bank and Branch
by the hand of Shri ______________________
its ______________________ and authorised official.

(Signature of the Authorised Signatory)
(Official Seal)