Department of Information and Public Relations
Government of Rajasthan
Secretariat, Jaipur-302005

RFP for selection of

Manpower Service Provider

for

Social Media Support
Disclaimer

A. The information contained in this Bidding Document provided to the Bidder(s), by or on behalf of MANAGING DIRECTOR, RAJASTHAN SAMWAD or any of its employees, is provided to the Bidder(s) on the terms and conditions set out in this Bidding Document and all other terms and conditions subject to which such information is provided.

B. The purpose of this Bidding Document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This Bidding Document does not purport to contain all the information which each Bidder may require. This Bidding Document may not be appropriate for all persons, and it is not possible for MANAGING DIRECTOR, 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 Bidding Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Bidding Document and where necessary obtain independent advice from appropriate sources.

C. MANAGING DIRECTOR, RAJASTHAN SAMWAD, its employees 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 Bidding Document.

D. MANAGING DIRECTOR, RAJASTHAN SAMWAD may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bidding Document.
## RAJASTHAN SAMWAD

**TENDER DOCUMENT FOR SELECTION OF MANPOWER SERVICE PROVIDER FOR SOCIAL MEDIA SUPPORT**

**Critical Dates**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date of publishing Notice Inviting Bids and Bidding Document on State Public Procurement Portal</td>
<td>06/03/2019</td>
</tr>
<tr>
<td>2.</td>
<td>Date from which Bidding Document will be sold from the office of Rajasthan Samwad or can be downloaded from State Public Procurement Portal</td>
<td>06/03/2019</td>
</tr>
<tr>
<td>3.</td>
<td>Date upto which queries for clarifications on Bidding Document can be sent to Rajasthan Samwad by e-mail</td>
<td>11/03/2019</td>
</tr>
<tr>
<td>4.</td>
<td>Last time and date upto which Bids can be submitted to the office of Rajasthan Samwad</td>
<td>Upto 10.00 AM of 15/03/2019</td>
</tr>
<tr>
<td>5.</td>
<td>Time and date of opening of Technical Bids</td>
<td>3.00 PM of 15/03/2019</td>
</tr>
<tr>
<td>6.</td>
<td>Time and date of opening of Financial Bids</td>
<td>To be declared later</td>
</tr>
</tbody>
</table>
Short Terms Notice Inviting Bids

RAJASTHAN SAMWAD
Department of Information and Public Relations Campus
Government Secretariat, Jaipur-302005

(Telephone No. 0141-2227325, Fax No. 0141-2227057, email id: rajasthan.samwad2002@gmail.com; eproc.dipr@gmail.com)

Tender Document for selection of manpower service provider for Social Media Support

1. Two-Envelope (unconditional Technical and Financial) bids are invited electronically by MANAGING DIRECTOR, RAJASTHAN SAMWAD for selection of Manpower Service Provider for social media support. Brief particulars of the procurement are given below:

<table>
<thead>
<tr>
<th>Amount of Bid Security</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>Last time and date of receiving e-Bids</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rs.2.40 Lakh</td>
<td>One Year</td>
<td>90 Days</td>
<td>Rs.1,000</td>
<td>Rs.1,000</td>
<td>Up to: 6.00 PM on dated 15.03.2019</td>
</tr>
</tbody>
</table>

2. The complete Bidding Document containing Instructions to Bidders and Bid Data, Evaluation and Qualification Criteria, 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 MANAGING DIRECTOR, RAJASTHAN SAMWAD on the e-procurement portal http://eproc.rajasthan.gov.in by using your ID, password and digital signature certificate, latest upto 6.00 PM on dated 15.03.2019.

4. 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 Rajasthan Samwad, office of Director, Department of Information and Public Relation Rajasthan Campus, Government Secretariat, Jaipur between 10 AM to 12 Noon on Dated 15.03.2019. The procedure for submission of bids including
payment of price of Bidding Document, e-procurement processing fee, Bid Security, etc. has also been specified on the e-Procurement Portal and in the Bidding Document.

5. The Technical Bids shall be opened at 3.00 PM on dated 15.03.2019 in the office of Managing Director, Rajasthan Samwad, Government Secretariat Jaipur in the presence of the Bidders or their representatives who wish to be present.

6. The MANAGING DIRECTOR, 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
Directions for e-Procurement

1) The Bidder or his authorised signatory shall submit his Technical and Financial/ Price Bids/ Proposals only in electronic format though on-line submission on e-Procurement Portal, http://eproc.rajasthan.gov.in. However, the Banker's Cheque/ Demand Drafts for Price of Bidding Document and e-procurement processing fee of RISL, and Banker's Cheque/ Demand Draft/ Bank Guarantee for Bid Security should be submitted physically at the office of MANAGING DIRECTOR, RAJASTHAN SAMWAD at Rajasthan Samwad, Secretariat, Jaipur within the time specified in the Notice Inviting Bids/ Bidding Document but scanned copies of the same must also be uploaded along with the Technical Bid in its cover or a separate cover on e-Procurement Portal.

2) In case, a Bidder fails to physically submit the Demand Drafts for Price of Bidding Document and e-procurement processing fee of RISL, and Banker's Cheque/ Demand Draft/ Bank Guarantee for Bid Security within the specified time as stated in para 1) above, its Bid may be rejected.

3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type II or III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on the e-Procurement Portal (Bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).

4) MANAGING DIRECTOR, RAJASTHAN SAMWAD shall not be responsible for any delay in online submission of Bid/ Proposal by a Bidder due to any reason, whatsoever like slow speed, choking of web site due to heavy load, etc. Therefore, the Bidders are advised to upload their complete Bids well in advance.

5) Bidders are also advised to refer "Bidders Manual Kit" available on e-Procurement Portal for further details about the e-Tendering process.

6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by Department of Information Technology & Communication, Government of Rajasthan on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.

Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
Instruction to Bidders

1 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.

2 Scope of Services: - 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 Social Media support to IPR and Rajasthan Samwad. The duration of the present Assignment is 1 Year which may further be extended for a period of 2 Years on Yearly basis with mutual agreement and on the same terms and conditions on commendable performance by the Service Provider in the first duration.

3 Code of Integrity, Conflict of interest. etc.

(a) Conflict of Interest: - 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 that may place it in a position of not being able to carry out the assignment in the best interests of the Rajasthan Samwad.

Without limitation on the generality of the foregoing, Service Provider and any of their affiliates, shall be considered to have a conflict of interest and shall not be hired, under any of the circumstances set forth below:

(b) Conflicting Activities: - A firm that has been engaged by the Rajasthan Samwad to provide goods, work 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.
(c) **Conflicting Assignments**: 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 Service Provider to be executed for the same or for another Client.

(d) **Code of Integrity**: 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.

(e) **Breach of Code of Integrity by the Bidder**: 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.
4 Eligibility:-

(a) General:- A Service Provider may be a natural person or private Entity or.
A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.

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.

The Bidder shall have to submit proof of registration for the GST and Permanent Account Number (PAN) under Income Tax Act.

(b) Only one Proposal by one Bidder:- A Bidder shall submit only one Proposal If a Service Provider submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same individual experts, in more than one Proposal.

(c) Bidding Document:-

- The Request for Proposal along with the complete Bidding Document shall be placed on the State Public Procurement Portal (SPPP) 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 Documents may be paid along with the Bid Security, as indicated.

- The instruments of payment of the Bidding Document and the amount of the bid security 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 .......... to .......... PM on the day of opening of Bids.

- 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.

- 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.

5 Clarification of Bidding Document:-
(a) 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 four days of publication of NIT. No request will be considered after that.

(b) Amendment of Bidding Document:- Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and e-procurement portal.

6 Preparation of Bids:-

(a) Cost of Bidding:- 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.

(b) Documents Comprising the Bid:- The Bid shall comprise of two envelopes, one containing the Technical Bid Proposal and the other the Financial or Price Bid Proposal. One more envelope containing scanned copies of proof of payment of the price of Bidding Document, processing fee and Bid Security, in form specified in 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.

7 (a) The Technical Bid Proposal shall contain the following:

I. Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity.

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

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

IV. Methodology and Approach to accomplish the tasks required.

(b) 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.
- For each assignment, the outline should indicate the 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.

(c) Financial Proposals: - The Financial Proposal shall be prepared using the attached Bidding Forms. The Bid Price shall be inclusive of all costs associated with the assignment. All activities and items described in the TOR.

8 Period of validity of Bid: - 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.

9 (a) 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 Bidder fails to commence the Services within the time limit specified; or

   IV. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act.

(b) 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 cancellation of the procurement process; or

   iii. The withdrawal of Bid prior to the deadline for presenting Bids.

10 Submission, Receipt and Opening of Bids

(a) 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.

(b) Deadline for Submission of Bids: - Bids shall be submitted electronically only upto the time and date specified in the Notice Inviting Bids.
(c) Withdrawal Substitution and Modification of Bids: - No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity.

(d) Bid Opening: - The electronic Technical Bids shall be opened by the Bids opening committee constituted by the Rajasthan Samwad at 3.00 PM of 15th of the month at the office of Rajasthan Samwad, Department of Information and Public Relations Campus, Government Secretariat, Jaipur in the presence of the Bidders or their authorised representatives, who choose to be present.

(e) The Financial Bids shall be kept unopened until the time of opening of the Financial Bids. The date, time, and location of electronic opening of the Financial Bids shall be intimated to the bidders who are found qualified by the Rajasthan Samwad in evaluation of their Technical Bids.

11 Grievance Redressal during procurement process

Grievance Redressal: - 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:

First Appellate Authority: The Secretary, Department of Information and Public Relations, Government of Rajasthan, Secretariat, Jaipur-302 005

Second Appellate Authority: The Secretary, Finance (Budget) Department Government of Rajasthan, Secretariat, Jaipur-302 005
Eligibility Criteria

Evaluation of the bidders will be carried out by the Committee as per the Eligibility criteria defined in the tender document. Only the bidders who fulfill the given Eligibility Criteria shall be eligible for next round of evaluation i.e. financial bid opening. Non-conforming bids will be rejected and will not be eligible for any further processing. The eligibility criteria is given as below:

<table>
<thead>
<tr>
<th>Sno</th>
<th>Particulars</th>
<th>Eligibility Criteria</th>
<th>Supporting documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Entity</td>
<td>Bidder should be either: A company registered under the Indian Companies Act, 2013 OR A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR A Partnership firm registered under the Indian Partnership Act, 1932.</td>
<td>a. Certificate of incorporation/Certificate of Registration b. Memorandum and articles of Association/Partnership deed</td>
</tr>
<tr>
<td>2</td>
<td>Business Continuity</td>
<td>The bidder should be in operation for at least the last three years as on 31st March 2018 in the field of supplying manpower services.</td>
<td>Work order / contract to validate the year and area of activities along with CA certificate.</td>
</tr>
<tr>
<td>3</td>
<td>Past Relevant experience - No. of Manpower</td>
<td>The bidder must have supplied at least 100 personnel in the last 3 years to Government organizations/ Large reputed organization/Banks. The bidder must have an experience of supplying IT manpower to the organizations mentioned above during the last three years.</td>
<td>Work order/contract to validate the number of manpower supplied</td>
</tr>
<tr>
<td>4</td>
<td>Past Relevant experience - Project Cost</td>
<td>The bidder should have an experience of having successfully supplied manpower during the last 3 years ending 31.03.2018 as per following details:- a. One Successfully Manpower</td>
<td>Work order with completion certificate</td>
</tr>
<tr>
<td></td>
<td>Turnover</td>
<td>Audited Financial Statements OR Certificate from statutory auditors clearly certifying the turnover requirements</td>
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<td>-------------------------------------------------------------------------------------------------</td>
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<td>5</td>
<td>Turnover</td>
<td>The Average turnover of the bidder shall not be less than 5 crores for supplying of the manpower in the last three financial years for which bidder’s accounts have been audited.</td>
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<td>6</td>
<td>ISO Certification</td>
<td>The bidder should be ISO 9001:2008 or ISO 9001:2015 certified and must be QCI certified.</td>
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<tr>
<td>7</td>
<td>Disclosures</td>
<td>Self-certified copy of certification which is valid on date of bid submission.</td>
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<tr>
<td></td>
<td>Disclosures</td>
<td>The Bidder needs to submit the undertaking that the Bidder:</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt./Central Govt./Board, Corporations and Government Societies/PSU for any reason.</td>
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<td></td>
<td></td>
<td>b. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</td>
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<td></td>
<td></td>
<td>c. And their directors, partners and officers not have been convicted of any criminal offence related to their professional conduct or the making of False statements or misrepresentations as to their qualifications to enter into a manpower supplying contract within a period of three years preceding the commencement of the manpower contract.</td>
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<td>supplying process, or not have been otherwise Disqualified Pursuant to debarment Proceedings.</td>
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<td></td>
<td>d. Have not been involved in a breach of general or specific instructions for bidding, general and special conditions of contract with Rajasthan Samwad</td>
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<tr>
<td></td>
<td>e. The bidder must list out the cases and state all its contingent liabilities that may arise out of litigation by way of pending court and/or arbitration cases.</td>
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<td></td>
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<tr>
<td>8</td>
<td>GST and PAN Registration</td>
<td></td>
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<tr>
<td></td>
<td>a. The Bidder should have valid GST registration certificate and PAN in the name of bidder.</td>
<td>Self Certified Copy of relevant valid certificates And Self-Declaration regarding GST Registration</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. The bidder must have GST registration. (in case the selected agency does not have a valid GST Certificate then same shall be obtained within a period of one month from the date of award of contract).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>EPF/ESI/Labour Registration</td>
<td></td>
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<tr>
<td></td>
<td>The bidder must be registered with the Provident Fund, ESI and Labour Organizations / Departments</td>
<td>Attested copy Certificate of registration with the Provident Fund, ESI and Labour Organizations/Departments</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Furnishing Tender document fees and EMD</td>
<td></td>
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<tr>
<td></td>
<td>The bidder must ensure to deposit the tender document fees and EMD</td>
<td>Any relevant proof</td>
<td></td>
</tr>
</tbody>
</table>
Technical Evaluation

An Evaluation Committee shall evaluate the Technical Proposals only for those Bidders who satisfy the eligibility criteria. The Bidders will be assessed based on the Company Profile having various factors related to their organization, manpower, area of expertise, and demonstrating their capability to successfully execute the work.

The Technical evaluation will be done on the basis of the following criteria with maximum marks of 100. The weight age for each factor of the criteria shall be as follows:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Criteria</th>
<th>Level</th>
<th>Score</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Experience of the firm</td>
<td>Less than 5 years</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 years after</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Number of Work Order/Contract to validate the number of manpower supplied costing more than Rs. 2 crore developed for Central Government Department/ State Government Department/ Central Public Sector Undertaking</td>
<td>1 to 2</td>
<td>5</td>
<td>15</td>
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<td></td>
<td>3 to 5</td>
<td>10</td>
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<td></td>
<td></td>
<td>6 and above</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Bidder must have supplied at least 100 personnel in the last 3 years to Government organization/ Large organization</td>
<td>100 to 150</td>
<td>5</td>
<td>15</td>
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<td></td>
<td></td>
<td>150 to 200</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>and above</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The turnover of the bidder for out sourcing of manpower services in last three financial years for which bidder's accounts have been audited.</td>
<td>≥ Rs. 5 crore and&lt; Rs. 10 crore</td>
<td>5</td>
<td>25</td>
</tr>
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<td></td>
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<td>≥ Rs. 10 crore and&lt; Rs. 15 crore</td>
<td>10</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>≥ Rs. 15 crore</td>
<td>25</td>
<td></td>
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<tr>
<td>5</td>
<td>Quality Certification</td>
<td>ISO Certificate</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ISO Certificate &amp; CMMI level 3 Certificate</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Presentation</td>
<td>Presentation to Committee</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td></td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

The minimum qualifying total score for the technical bid shall be 70.
Evaluation

(a) The financial bids of only those Bidders shall be opened whose score is 70 or above in technical bids. The Bidders whose offers have been selected after technical evaluation shall be informed separately. Such selected Bidders may attend the opening of financial bids.

(b) The final selection of the bidder will be based on QUALITY AND COST BASED SELECTION (QCBS). Evaluation of financial bids will lead to selection of consultant after adding of scores in technical and financial proposals with respective weight-ages, which shall be 0.8 for technical bid and 0.2 for financial bid. Formula for Final Bid Evaluation will be as under:

\[ B_m = 0.8 \times (T_m) + 0.2 \times (F_n) \]

\[ F_n = \left( \frac{F_{min}}{F_b} \right) \times 100 \]

Bm is total marks of the Bidder in consideration
TM is Technical Marks of the Bidder in consideration
Fn is Normalized financial score of the Bidder in consideration
Fb is Evaluated Cost of Bidder under consideration
Fmin is Minimum evaluated cost of any Bidder
Scope of Work:

Department of Information & Public Relations (DIPR) acts as an important channel between the State Government and the people of the state.

The department is constantly working towards the dissemination of information to the people in regard to policies, public welfare decisions, schemes of the government. The main responsibility of the department is to publicize these schemes to ensure that maximum people are able to avail the optimum benefits of these schemes. The public welfare schemes of the Govt. are publicized through different means like display ads, short films, TV ads, radio ads, audio/visual vans, hoardings etc.

The dept. also uses various public relations levers like press releases, special articles, publications, press conferences, exhibitions etc. to ensure effective communication of Govt. initiatives. In addition, it is also the department’s responsibility to convey the public sentiment & reactions, especially regarding grievances back to the government.

- DIPR wants to engage agency to provide competent man power for effective promotion of policies, public welfare decisions and schemes of the state government by using various social media platforms.
- The Vendor shall be responsible for providing the requested number of Manpower for the required Social Media Support Services for DIPR. The manpower will work in districts, divisional Hqtrs and directorate.
- All the deployed manpower will ensure effective promotion of policies, public welfare decisions and schemes of the state government till district and block on Facebook, Twitter, Instagram and all other social media platforms.
- The approximately number of required is 50. The numbers of manpower may be increased or decreased as per the requirement.

Minimum Qualifications of manpower:

- Graduation Required
- Knowledge of digital media and social media management
- Exceptional multi-tasking skills.
- Able to explain social media data in an understandable way
- Strong problem solving skills
- Knowledge of Online advertising platform
<table>
<thead>
<tr>
<th></th>
<th>Name of Agency / Firm</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>2</td>
<td>Profile of the Agency/firm</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Name of Proprietor/Director of the Agency</td>
<td></td>
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<tr>
<td>4</td>
<td>Full address of registered office</td>
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<tr>
<td></td>
<td>Telephone No.</td>
<td></td>
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<td></td>
<td>Fax No.</td>
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<td>Mobile No.</td>
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<td>e-mail address</td>
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<td>5</td>
<td>Correspondence address of office</td>
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<tr>
<td>6</td>
<td>Full address of branch</td>
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</tr>
<tr>
<td>7</td>
<td>Bank statement last six month</td>
<td></td>
</tr>
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<td>8</td>
<td>Registration No. of the Agency (as per (a) in Technical Evaluation Criteria)</td>
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<tr>
<td>9</td>
<td>PAN No. of the agency (Attach attested copy of PAN Card of the Agency)</td>
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<td>10</td>
<td>GST Registration No. (Attach attested copy of the Registration Certificate)</td>
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<td>11</td>
<td>EPF Registration No. (Attach self-attested copy of the Registration Certificate)</td>
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<td>12</td>
<td>ESI Registration No. (Attach self-attested copy of the Registration Certificate)</td>
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<td>13</td>
<td>Financial turnover of the agency for the financial year 2015-16, 2016-17, 2017-18 (copy of the IT returns filed in respect thereof and a copy of the turnover statement along with financial statements for the above three financial years separately, duly certified by the Chartered Accountant, to be attached in the following format)</td>
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<td>Financial Year</td>
<td>Amount (Rs. in lacs)</td>
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<td>2015-16</td>
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<td>2016-17</td>
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<td>2017-18</td>
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<td>14</td>
<td>Details of major contracts with Central Government / State Government / PSU / Reputed Private Firms handled by the tendering agency/bidder for providing manpower during the last two years (in the</td>
<td></td>
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</table>
following format (attested copies of the last two years' experience certificate/work award may be enclosed.

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Details of clients along with address</th>
<th>Amount of contract (monthly/Rs. In lacs)</th>
<th>Duration of contract</th>
<th>Name of of contract/ type of manpower provided</th>
<th>No. of persons deployed</th>
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<td>1.</td>
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(If the space provided is insufficient, a separate sheet may be attached)

(signature of the authorised person)

Name____________________

Date____________________

Place____________________
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 there under, 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

23
FORM No. 2
TECHNICAL PROPOSAL SUBMISSION FORM

(On the letter head of the Bidder)

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 ................................ 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 Technical personnel. We accept that the substitution of Key Technical personnel for reasons other than those stated in the RFP Document may lead to the termination of Contract negotiations.
Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted we shall furnish the required performance security, sign the Contract and initiate the Services related to the assignment no later than the period stated in the RFP Document.

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 No. 3
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 Service Provider to provide the manpower services for social media support 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) Breaches any provision of the Code of Integrity.

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 (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 __________________________________________________________________
Performance Security: - Performance security shall be solicited from the successful bidder. The amount of performance security shall be five percent of the amount of supply order.

Measures to be Taken on Breach of Code of Integrity: - 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 taken appropriate action in accordance with the provisions of sub-section (3) of section 11 and Chapter IV of the said Act.

Forfeiture of Performance Security: - Performance Security amount in full or in part may be forfeited by the Rajasthan Samwad in any of the following cases: -
(a) If the Service Provider fails to commence the Service within the specified time period after signing of the agreement with the Rajasthan Samwad.
(b) If any of the terms and conditions of the Contract is breached.
(c) When the Service Provider fails to execute the Contract satisfactorily.
(d) If the Service Provider breaches any provision of the Code of Integrity prescribed in the Act and Chapter VI of the Rules and CC Clause 3.

Expiration of Contract: - Unless terminated earlier, this Contract shall expire at the end of a period of 12 months after the Effective Date. The Contract period may further be extended by another period of 24 months on mutual agreement and on the same terms and conditions and commendable performance by the Service Provider in the first duration.
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.
ANNEXURE-II
FINANCIAL BID DOCUMENT

Tender Document for selection of manpower service provider for Social Media Support

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Manpower Description</th>
<th>Approx. Qty.</th>
<th>Rate per Manpower Per Month</th>
<th>GST (%)</th>
<th>Total Cost (including GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Social Media Analyst</td>
<td>50 Nos</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(signature of the authorised person)

Name:

Designation:
Payment Terms:
The work of manpower will be evaluated on monthly basis by the committee of officers at directorate. On the basis of daily reports attendance and work will be recorded. Reports satisfactory work to be taken from district offices and concern sections of the directorate. On submission of invoice with proper sign-off from competent authority, payment will be made to the selected agency on monthly basis.
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 the manpower services for social media support.
(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 Tender Document

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)