Bidding Document

for

Providing Outdoor Media Services

EMPANELMENT OF AGENCIES/FIRMS

Electronic Procurement
Bidding Document
for
Providing Outdoor Media Services
EMPANELMENT OF AGENCIES/FIRMS

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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.
## 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 and e-procurement Portal</td>
<td>18th 17/7/2020</td>
</tr>
<tr>
<td>2.</td>
<td>Date from which Bidding Document can be downloaded from State Public Procurement Portal and e-procurement Portal</td>
<td>18th 17/7/2020</td>
</tr>
<tr>
<td>3.</td>
<td>Date upto which queries for clarifications on Bidding Document can be sent to MANAGING DIRECTOR, RAJASTHAN SAMWAD</td>
<td>27th 17/7/2020</td>
</tr>
<tr>
<td>4.</td>
<td>Date of Pre-bid conference</td>
<td>29th 17/7/2020</td>
</tr>
<tr>
<td>5.</td>
<td>Last time and date upto which Bids can be submitted electronically on e-procurement Portal</td>
<td>Upto 6.00 PM on dated 7th 18/7/2020</td>
</tr>
<tr>
<td>6.</td>
<td>Time span and date of physical submission of instruments of Bid Security, e-Procurement Processing Fee and Price of Bidding Document in the office of MANAGING DIRECTOR, RAJASTHAN SAMWAD at Jaipur</td>
<td>Upto 2.00 PM of Dated 7/18/2020</td>
</tr>
<tr>
<td>7.</td>
<td>Time and date of opening of Technical Bids</td>
<td>3.00 PM of Dated 10/18/2020</td>
</tr>
<tr>
<td>8.</td>
<td>Time and date of opening of Financial Bids</td>
<td>To be declared later</td>
</tr>
</tbody>
</table>
RAJASTHAN SAMWAD
Department of Information and Public Relations Campus
Government Secretariat, Jaipur-302005
(Telephone No. 0141-2227325, Fax No. 0141-2227057, email id: rajasthansamwad2002@gmail.com; eproc.dipr@gmail.com)

INVITATION OF BIDS FOR OUTDOOR MEDIA SERVICES
(SHORT TERM TENDER)

NIB No.................................. Date..........................

1. Two-Envelope (unconditional Technical and Financial) bids are invited electronically by MANAGING DIRECTOR, RAJASTHAN SAMWAD for Empalement of Agencies/Firms for providing Outdoor Media Services. Brief particulars of the procurement are given below:

<table>
<thead>
<tr>
<th>Approximate value of Services</th>
<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.1500 Lakh</td>
<td>Rs.30 Lakh</td>
<td>Two Year</td>
<td>90 Days</td>
<td>Rs.1,000</td>
<td>Rs.1,000</td>
<td>Up to 6.00 PM on dated 07/08/2020</td>
</tr>
</tbody>
</table>

2. The complete Bidding Document containing Instructions to Bidders and Bid Data, Evaluation and Qualification Criteria, Specifications, Bidding forms, General Conditions of Contract, Special Conditions of Contract, 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

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 07/08/2020

3. The instruments of payment of price of Rupees 1000 of the Bidding Document and the amount of bid security of Rupees Thirty 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 Rajasthan
Samwad, office of Director, Department of Information and Public Relation
Rajasthan Campus, Government Secretariat, Jaipur between Upto 2.00 PM of
Dated 7/8/2020

5. 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.

6. The Technical Bids shall be opened at 3.00 PM on dated 12/8/2020 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
RAJASTHAN SAMWAD
Department of Information and Public Relations Campus
Government Secretariat, Jaipur-302005
(Telephone No. 0141-2227325, Fax No. 0141-2227057,
email id: rajasthansamwad2002@gmail.com; eproc.dipr@gmail.com)

INVITATION OF BIDS FOR OUTDOOR MEDIA SERVICES
(SHORT TERM TENDER)
NIB No...............Date................

Single Stage Two-Envelope (unconditional Technical and Financial) bids are invited electronically by MANAGING DIRECTOR, RAJASTHAN SAMWAD for Empanelment of Agencies/Firms for providing Outdoor Media Services. Brief particulars of the procurement are given below:

<table>
<thead>
<tr>
<th>Approximate value of Services</th>
<th>Amount of Bid Security</th>
<th>Period of the 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.1500 Lakh</td>
<td>Rs.30 Lakh</td>
<td>Two Year</td>
<td>90 Days</td>
<td>Rs.1,000</td>
<td>Rs.1,000</td>
<td>Upto 6.00 PM of 09/07/2020</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
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, TilakMarg, C-Scheme, Jaipur
Section I
Instruction to Bidders
and Bid Data
(ITB)
Section I: Instruction to Bidders and Bid Data

**Important Instruction:** The Bidders are advised to acquaint themselves with the provisions of the RTPP Act and the RTPP Rules before participating in the Bidding process.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1.1.1</td>
<td>“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.</td>
</tr>
<tr>
<td></td>
<td>Definitions</td>
<td>1.1.2</td>
<td>“Bid” means a formal offer made by a Bidder/Service Provider in form of a Proposal including Technical Proposal and Financial Proposal to MANAGING DIRECTOR, RAJASTHAN SAMWAD in response to Notice Inviting Bids/Proposals.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.1.3</td>
<td>“Bidder/ Service Provider” means a person or any entity who submits a Bid/Proposal who may be selected to provide the Services to MANAGING DIRECTOR, RAJASTHAN SAMWAD under the Contract.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.1.4</td>
<td>“Bidding Document/ RFP” means the this entire Document consisting of Notice Inviting Bids/Proposals and I to VI Sections made available to the Bidders by MANAGING DIRECTOR, RAJASTHAN SAMWAD for selection of the most advantageous Service Provider.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.1.5</td>
<td>“Contract” means the Procurement Contract Agreement which shall be signed by MANAGING DIRECTOR, RAJASTHAN SAMWAD with the selected Bidders/Service Provider and all its attached documents and the appendices.</td>
</tr>
<tr>
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<td>1.1.6</td>
<td>“Day” means a calendar day.</td>
</tr>
<tr>
<td></td>
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<td>1.1.7</td>
<td>Client means the Managing Director, Rajasthan Samwad. The selected Service Provider will sign the Contract with MANAGING DIRECTOR, RAJASTHAN SAMWAD for the Services.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.1.8</td>
<td>“Government/ GOR” means the Government of Rajasthan.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.1.9</td>
<td>“Instructions to Bidders/ Service Providers (ITB)” means the document which provides the Bidders/Service Providers with information needed to prepare their Bids/Proposals.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.1.10</td>
<td>“LOI/ LOA” means the Letter of Intent/ Acceptance which will be sent by MANAGING DIRECTOR, RAJASTHAN SAMWAD to the selected most</td>
</tr>
</tbody>
</table>
advantageous Bidder/ Service Provider.

1.1.11 "Personnel" means professionals and support staff in form of Key Personnel and Non-Key Personnel which will be provided by the Bidder/ Service Provider or by any Sub-Service Provider (if allowed) to perform the Services or any part thereof under the Contract;


1.1.13 "RFP" means the Request for Proposals and is the entire Bidding Document made available to the Bidders by MANAGING DIRECTOR, RAJASTHAN SAMWAD for selection of the most advantageous Service Provider.


1.1.15 "Services" means the tasks to be performed by the selected Service Provider within the completion period pursuant to the Contract.

1.1.16 "Specifications" means the technical details of the materials and the Services to be provided, materials to be used etc. for the Services.

1.1.17 Terms not defined here shall have the same meaning as given to them in the Act.

1.2 Scope of Services
1.2.1 Managing Director, RAJASTHAN SAMWAD issues this Bidding Document for Empaerialment of Agencies/Firms for Providing OUTDOOR MEDIA SERVICES.

The Specifications and Special Conditions of the Services have been given in Section III of the Bidding Document.

The completion period of the present Assignment is Two year which may be extended for another period of One more year, if needed by MANAGING DIRECTOR, RAJASTHAN SAMWAD on the same terms and conditions.

1.3 Interpretation
1.3.1 Throughout this Bidding Document:
   i. the term "in writing" means communicated in written form through letter, fax, e-mail etc. with proof of receipt;
   ii. if the context so requires, singular means plural and he means she and vice versa.

1.4 Cost of the Proposal
1.4.1 Service Providers shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The MANAGING DIRECTOR, RAJASTHAN SAMWAD is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award without assigning any reason and without thereby incurring any liability to
2. Code of Integrity, Conflict of Interest, etc.

| 2.1 | Conflict of Interest | 2.1.1 | 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 MANAGING DIRECTOR, 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 MANAGING DIRECTOR, 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:

| Conflicting activities | 2.1.1.1 | A firm that has been engaged by the MANAGING DIRECTOR, 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 service resulting from or directly related to the firm’s consulting services for such preparation or implementation.

| Conflicting assignments | 2.1.1.2 | Service Provider (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.

| Conflicting relationships | 2.1.1.3 | A Service Provider (including its Personnel) that has a business or family relationship with a member of the MANAGING DIRECTOR, RAJASTHAN SAMWAD’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.

| 2.1.2 | Service Providers have an obligation to disclose any situation of actual or potential conflict that
| Unfair Advantage | 2.1.4 | If a Service Provider could derive a competitive advantage from having provided consulting services related to the assignment in question, the MANAGING DIRECTOR, RAJASTHAN SAMWAD shall make available to all Service Providers together with this Bidding Document all information that would in that respect give such Service Provider any competitive advantage over competing Service Providers. |
| Code of Integrity | 2.1.5.1 | 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 |
| Breach of Code of Integrity by the Bidder | 2.1.5.2 | The MANAGING DIRECTOR, 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 Procurement 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. |

3. Eligibility

| 3.1 General | 3.1.1 | A Bidder may be a natural person, private Entity, government-owned Entity. The Bidder and the parties constituting the Bidder must have nationality of India. |

| 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. |

| 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 MANAGING DIRECTOR, RAJASTHAN SAMWAD under section 46 of the Act. |

| 3.1.4 | The Bidder must disclose if he has any previous transgression with any entity in India or any other country during the last three years or any debarment by any other procuring entity. |

<p>| 3.1.5 | The Bidder shall have to submit proof of |</p>
<table>
<thead>
<tr>
<th><strong>4. Contents of Bidding Document (RFP)</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>4.1 Sections of the Bidding Document (RFP)</strong></td>
<td><strong>4.1.1</strong></td>
<td>This RFP consists of the following Sections: Notice Inviting Bids (Proposals) Section I: Instruction to Bidders/Service Providers (ITB) and Bid Data Section II: Qualification and Evaluation Criteria Section III: Specifications and Special Conditions Section IV: Bidding Forms Section V: General Conditions of Contract (GCC) Section VI: Contract Forms</td>
</tr>
<tr>
<td></td>
<td><strong>4.1.2</strong></td>
<td>The Request for Proposal along with the complete Bidding Document shall be placed on the State Public Procurement Portal, <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> and e-procurement portal <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> 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</td>
</tr>
<tr>
<td></td>
<td><strong>4.1.3</strong></td>
<td>The instruments of payment of price of Rupees 1000 of the Bidding Document and the amount of Bid Security of Rupees Thirty Lakh 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 between Upto 2.00 PM of Dated 7/5/2020.</td>
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<tr>
<td></td>
<td><strong>4.1.4</strong></td>
<td>The MANAGING DIRECTOR, 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.</td>
</tr>
<tr>
<td></td>
<td><strong>4.1.5</strong></td>
<td>The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td></td>
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<tr>
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<td></td>
</tr>
<tr>
<td>4.2 Clarification of Bidding Document</td>
<td>The bidder shall be deemed to have carefully examined the bidding procedure, Evaluation and Qualification criteria, Conditions of the Contract, Terms of Reference etc. Of the services to be performed. If any bidder has any doubts as to the meaning of any portion of these bidding procedures, Evaluation and Qualification Criteria, Conditions of Contract, Specifications etc., it shall before submitting the Bid, refer the same to the MANAGING DIRECTOR, RAJASTHAN SAMWAD and get clarifications.</td>
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<td>4.2.1</td>
<td></td>
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<tr>
<td>4.2.2</td>
<td>The Bidders are requested, to submit their questions quoting section, page number and clause number in writing or by e-mail in the format given in Section IV [Bidding Forms], to reach the MANAGING DIRECTOR, RAJASTHAN SAMWAD upto 24/4/2020.</td>
<td></td>
</tr>
<tr>
<td>4.2.3</td>
<td>At any time prior to the deadline for submission of the Bids, the MANAGING DIRECTOR, RAJASTHAN SAMWAD, suomoto, may also amend the Bidding Document, if required, by issuing an addendum/ corrigendum which will form part of the Bidding Document.</td>
<td></td>
</tr>
<tr>
<td>4.3 Amendment of Bidding Document</td>
<td>Any addendum/ corrigendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and e-Procurement Portal.</td>
<td></td>
</tr>
<tr>
<td>4.3.1</td>
<td></td>
<td></td>
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<tr>
<td>4.3.2</td>
<td>To give prospective Bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their Bids, the MANAGING DIRECTOR, RAJASTHAN SAMWAD may, at its discretion, extend the deadline for the submission of the Bids under due publication on the State Public Procurement Portal and e-Procurement Portal.</td>
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<tr>
<td>5. Preparation of Bids</td>
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<td></td>
</tr>
<tr>
<td>5.1 Cost of Bidding</td>
<td>The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the MANAGING DIRECTOR, RAJASTHAN SAMWAD shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</td>
<td></td>
</tr>
<tr>
<td>5.1.1</td>
<td></td>
<td></td>
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</tbody>
</table>
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 Goods and Service Tax (GST) registration certificate.
   iii. Address of office, telephone, fax numbers, e-mail address.
   iv. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of any other statutory or registered body, certificate of incorporation or registration issued by concerned authorities. Power of attorney in favour of the person signing the Bid and his contact details in the format given in Section IV [Bidding Forms].

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 MANAGING DIRECTOR, 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. Alternatively, these scanned copies may also be placed in the cover of Technical Bid.

   All documents enclosed in the above covers must be 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
and Bid Security;

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 Specifications,
Methodology and Approach to accomplish the
tasks required to be performed

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 in the Excel sheets
provided as Bill of Quantities on e-
Procurement Portal. It must not be placed in the
cover containing Technical Bid.

| 5.4 | Technical Proposal Format and
Content |
| 5.4.1 | The Technical Proposal must be submitted in the
TECH forms provided in Section IV-Bidding Forms.

| 5.4.2 | The Technical Proposal shall not include any
financial information. A Technical Proposal
containing financial information may be declared
as non-responsive.

| 5.5 | Financial Proposals |
| 5.5.1 | The Financial Proposal shall be prepared in the
Excel sheets only provided on the Procurement
Portal but the terms and conditions given in Form
FIN-1 given in Section IV-Bidding Forms shall be
applicable, therefore, Form FIN-1 should be signed
by authorized signatory. The Bid Price shall be
inclusive of all costs associated with the
assignment. All activities and items described in
the Form FIN-1.

| 5.6 | Currencies of Proposal and Payments |
| 5.6.1 | 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.

| 5.7 | Taxes |
| 5.7.1 | The Service Provider and Personnel are
responsible for meeting all tax liabilities arising out
of the Contract except Goods and Service Tax
which shall be paid extra by MANAGING
DIRECTOR, RAJASTHAN SAMWAD.

| 5.8 | Period of Validity of Bid |
| 5.8.1 | 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.

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| 5.9 | Bid Security | 5.9.1 | The Bidder shall furnish as part of its Bid, a Bid Security. The amount of Bid Security shall be Rupees Thirty Lakh. In case of Micro and Small Enterprises of Rajasthan it shall be 0.5% of the Bid amount, provided a self attested copy of valid registration certificate of Rajasthan issued by authority is enclosed with the Bid. |
| 5.9.2 | 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]. The Bid Security must remain valid upto 60 Days beyond the date of expiry of validity of Bids. |
| 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 of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement by the successful Bidder. |
| 5.9.5 | 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 Procurement agreement within the specified time period after issue of letter of acceptance of its Proposal; 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 and Chapter VI of the Rules or as specified in these ITB. |

| 5.9.6 | The MANAGING DIRECTOR, 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. |

| 5.10 | Format and Signing of Bid | 5.10.1 | All pages of the Technical and Financial Bid, converted into pdf. format shall be digitally signed by the Bidder or the authorised signatory on behalf of the Bidder. This authorisation shall consist of a written Power of Attorney or a resolution of the |
Board of Directors, as the case may be and shall be attached to the Bid.

### 6. Submission, Receipt and Opening of Bids

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<tr>
<td><strong>6.1</strong> Sealing and Marking of Bids</td>
<td><strong>6.1.1</strong> Bidders shall submit their Bids to MANAGING DIRECTOR, RAJASTHAN SAMWAD 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.</td>
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<td><strong>6.1.2</strong> 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 may be enclosed within the cover of Technical Bid or may be enclosed in a third cover.</td>
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<td><strong>6.2</strong> Deadline for Submission of Bids</td>
<td><strong>6.2.1</strong> Bids shall be submitted electronically only upto the time and date specified in the Notice Inviting Bids, that is upto 6.00 PM of 17/1/2020 or an extension issued thereof.</td>
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<td><strong>6.3</strong> Withdrawal, Substitution and Modification of Bids/ Proposals</td>
<td><strong>6.3.1</strong> A Bidder may withdraw, substitute or modify its Bid/ Proposal after it has been submitted by submitting electronically on the e-procurement portal a written Withdrawal/ Substitutions/ Modifications etc. notice duly digitally signed by the Bidder or his authorised representative, and shall include a scanned copy of the authorisation. The corresponding Withdrawal, Substitution or Modification of the Bid/ Proposal must accompany the respective written notice. All notices must be received by the MANAGING DIRECTOR, RAJASTHAN SAMWAD on the e-procurement portal prior to the deadline specified for submission of Bids/ Proposals in accordance with ITB Sub-Clause 6.2 [Deadline for Submission of Bids].</td>
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<td><strong>6.3.2</strong> No Bid/ Proposal shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bids/ Proposals and the expiration of the period of Bid validity specified [Period of Validity of Bids] or any extension thereof.</td>
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<td><strong>6.4</strong> Bid/ Proposal Opening</td>
<td><strong>6.4.1</strong> The electronic Technical Bids/ Proposals shall be opened by the Bids opening committee constituted by the MANAGING DIRECTOR, RAJASTHAN SAMWAD at 3.00 PM of 10/1/2020 at the office of MANAGING DIRECTOR, RAJASTHAN SAMWAD, Government Secretariat, Jaipur in the presence of the Bidders or their authorised representatives, who choose to be present.</td>
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<td><strong>6.4.2</strong> The Bids opening committee may co-opt experienced persons in the committee to conduct the process of Bid/ Proposal opening.</td>
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<td><strong>6.4.3</strong> The Bidders may choose to witness the electronic Bid/ Proposal opening procedure online.</td>
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<td>6.4.4</td>
<td>The Financial Bids/Proposals shall be kept unopened until the time of opening of the Financial Bids/Proposals. The date, time, and location of electronic opening of the Financial Bids/Proposals shall be intimated to the Bidders who are found qualified by the MANAGING DIRECTOR, RAJASTHAN SAMWAD in evaluation of their Technical Bids/Proposals.</td>
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<td>6.4.5</td>
<td>The Bids opening committee shall prepare a list of the Bidders or their representatives attending the opening of bids and obtain their signatures on the same.</td>
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| 6.4.6 | First, covers marked as “WITHDRAWAL” shall be opened, read out, and recorded and the covers containing the corresponding Technical Bids/Proposals and Financial Bids/Proposals shall not be opened. No Bid/Proposals shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is readout and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding Technical Bid/Proposals shall be opened.  

Next, covers marked as “SUBSTITUTION Technical Bid/Proposals” shall be opened, read out and recorded. The covers containing the Substitution Technical Bids and/or Substitution Financial Bids shall be exchanged for the corresponding covers being substituted. Only the Substitution Technical Bids/Proposals shall be opened, read out, and recorded. Substitution Financial Bids/Proposals will remain unopened in accordance with ITB Sub-Clause 6.4.4. No Bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out and recorded at Bid opening.  

Covers marked as “MODIFICATION Technical Bid/Proposals” shall be opened thereafter, read out and recorded with the corresponding Technical Bids/Proposals. No Technical Bid and/or Financial Bid/Proposal shall be modified unless the corresponding modification notice contains a valid authorisation to request the modification and is read out and recorded at opening of Technical Bids/Proposals. Only the Technical Bids/Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Bids/Proposals, both Original
as well as Modification, will remain unopened in accordance with ITB Sub-Clause 6.4.4.

6.4.7 All other envelopes containing the Technical Bids/ Proposals shall be opened one at a time and the following read out and recorded-

i. the name of the Bidder;

ii. whether there is a modification or substitution;

iii. whether proof of payment of Bid Security or Bid Securing Declaration, payment of price of the Bidding Document and processing fee have been enclosed;

iv. any other details as the Bids opening committee may consider appropriate.

After all the Bids/ Proposals have been opened, their hard copies shall be printed and shall be initialled and dated on the first page and other important papers of each Bid by the members of the Bids opening committee.

6.4.8 Only Technical Bids/ Proposals shall be read out and recorded at the bid opening and shall be considered for evaluation. No Bid/ Proposal shall be rejected at the time of opening of Technical Bids/ Proposals except that not accompanied with the proof of payment of the required price of Bidding Document, processing fee and Bid Security.

6.4.9 The Bids opening committee shall prepare a record of opening of Technical Bids/ Proposals 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.

6.4.10 After completion of the evaluation of the Technical Bids/ Proposals which includes evaluation of the presentation by the Bidders, the MANAGING DIRECTOR, RAJASTHAN SAMWAD, if asked for, shall invite Bidders who have submitted substantially responsive Technical Bids/ Proposals and who have been determined as being qualified to attend the electronic opening of the Financial Bids/ Proposals. The date, time, and location of the opening of Financial Bids/ Proposals will be intimated to them in writing by the MANAGING DIRECTOR, RAJASTHAN SAMWAD.
| 6.4.11 | The MANAGING DIRECTOR, RAJASTHAN SAMWAD shall notify Bidders in writing whose Technical Bids/ Proposals 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. |
| 6.4.12 | The Bids opening committee shall conduct the electronic opening of Financial Bids/ Proposals of all Bidders who submitted substantially responsive Technical Bids/ Proposals and have qualified in evaluation of Technical Bids/ Proposals, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the MANAGING DIRECTOR, RAJASTHAN SAMWAD. |
| 6.4.13 | All covers containing the Financial Bids/ Proposals shall be opened one at a time and the following read out and recorded-  
   i. the name of the Bidder;  
   ii. whether there is a modification or substitution;  
   iii. the Bid Prices;  
   iv. any other details as the Bids opening committee may consider appropriate.  
After all the Bids/ Proposals have been opened, their hard copies shall be printed and shall be initialled and dated on the first page of the each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters shall be initialled and dated by the members of the committee. Key information such as prices, completion period, etc. shall be encircled and unfilled spaces in the Bids/ Proposals shall be marked and signed with date by the members of the Bids opening committee. |
| 6.4.14 | The Bids opening committee shall prepare a record of opening of Financial Bids/ Proposals that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price and any conditions put by the Bidder. 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. |
## 7. Evaluation and Comparison of Bids

| 7.1 | Confidentiality | 7.1.1 | From the time the Proposals are opened to the time the Contract is awarded, the Service Providers should not contact the MANAGING DIRECTOR, RAJASTHAN SAMWAD on any matter related to its Technical and/ or Financial Proposal, except when invited by MANAGING DIRECTOR, RAJASTHAN SAMWAD to give their presentations on Technical Bids/ Proposals. Any effort by Service Providers to influence the MANAGING DIRECTOR, RAJASTHAN SAMWAD or GOR in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Service Providers' Proposal.

Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Service Provider wishes to contact the MANAGING DIRECTOR, RAJASTHAN SAMWAD on any matter related to the selection process, it should do so only in writing.

While evaluating the Proposals, the MANAGING DIRECTOR, RAJASTHAN SAMWAD will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals and presentation given on Technical Proposal, if asked for. |
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<td>7.2</td>
<td>Clarification of Technical or Financial Bids</td>
<td>7.2.1</td>
<td>To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids/ Proposals, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid/ Proposal. The committee's request for clarification and the response of the Bidder shall be in writing.</td>
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<td>7.2.2</td>
<td>No change in the prices or substance of the Bid/ Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the Financial Bids/ Proposals.</td>
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<td>7.2.3</td>
<td>No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.</td>
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| 7.3     | 7.3.1      | During the evaluation of Technical or Financial Bids/Proposals, the following definitions apply:  
  i. “Deviation” is a departure from the requirements specified in the Bidding Document;  
  ii. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and  
  iii. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document. |
| 7.4     | 7.4.1      | The MANAGING DIRECTOR, RAJASTHAN SAMWAD’s determination of the responsiveness of a Technical or Financial Bid/Proposal is to be based on the contents of the Bid/Proposal itself. |
|         | 7.4.2      | A substantially responsive Technical or Financial Bid/Proposal is one that meets without material deviation, reservation, or omission to all the terms, conditions, and requirements of the Bidding Document. A material deviation, reservation, or omission is one that:  
  (a) if accepted, would-  
    i. affect in any substantial way the scope, quality, or performance of the Services; or  
    ii. limits in any substantial way, inconsistent with the Bidding Document, the MANAGING DIRECTOR, RAJASTHAN SAMWAD’s rights or the Bidder’s obligations under the proposed Contract; or  
  (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids/Proposals. |
|         | 7.4.3      | If a Technical or Financial Bid/Proposal is not substantially responsive to the Bidding Document, it shall be rejected by the MANAGING DIRECTOR, RAJASTHAN SAMWAD and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| 7.5     | 7.5.1      | The MANAGING DIRECTOR, RAJASTHAN SAMWAD’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Specifications, applying the evaluation criteria specified in Section II, Evaluation Criteria.  
  Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. |
| 7.6 | Evaluation of Financial Proposals | 7.6.1 | The Service Provider is deemed to have included all prices in the Financial Proposal. The total price, excluding Goods and Service Tax specified in the Financial Proposal shall be considered as the offered price. |
| 7.7 | Taxes | 7.7.1 | Income Tax shall be deducted by procuring entity at source from all payments made to the Service Provider as per provisions of prevalent Income Tax law. Goods and Service Tax, as applicable, shall be paid extra by procuring entity to the Service Provider which in turn shall be paid to the concerned GST authority by the Service Provider. |
| 7.8 | Evaluation of Financial Bid | 7.8.1 | Financial Bids of technical qualified bidders will be considered. |

8. Negotiations and Clarifications

| 8.1 | General | 8.1.1 | The Service Provider declared successful in evaluation of his Technical Bid including in sample performance and evaluated as lowest Bidder in his Financial Bid may be invited for negotiations at the office of MANAGING DIRECTOR, RAJASTHAN SAMWAD at Jaipur on a date to be informed after completion of evaluation of Bids. The Service Provider or his representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Service Provider may attend negotiations. |
| 8.2 | Financial negotiations or clarifications | 8.2.1 | Technically qualified procuring firms shall be empanelled/enlisted at lowest rates. |
| 8.2.2 | The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings. |
9. Award of Contract

9.1 Award of Contract

9.1.1 After completing negotiations and clarifications and prior to the expiration of the period of validity of the Proposal, the MANAGING DIRECTOR, RAJASTHAN SAMWAD shall inform the selected Service Provider in writing, by registered post or email, that its Proposal has been accepted. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Service Provider. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/or sent by email to the address of the Service Provider given in the Proposal.

In the written intimation of acceptance of its Proposal sent to the selected Service Provider, it shall also be asked to execute an agreement in the format given in the RFP on a non-judicial stamp of requisite value at his cost.

MANAGING DIRECTOR, RAJASTHAN SAMWAD shall promptly notify all Service Providers who have submitted proposals about the acceptance of the selected offer and also place this information on the State Public Procurement Portal.

9.2 Terms of Payment

9.2.1 All payments shall be made in Indian Rupees.

9.3

1. Payment at approved rates will be made to the Service Provider Firm by the concerned department/Board/Corporation/Organisation etc. or Departmental Officer who has placed the Work Order on presentation of invoice in triplicate after successful completion of the tasks assigned by a particular Work Order. The bill will be verified by an officer or committee of officers appointed by the concerned Departmental Officer who placed the Work Order for satisfactory performance of the work as per specifications at the given sites by physically checking the work and its quality. The specifications of the material and the quality of the printing will be got checked by them.

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 the payments of the successful bidder as per rules.

3. Goods and Services tax, as applicable, shall be paid extra to the Service Provider by the concerned procuring entity with each payment for onward payment to concerned GST authority.

4. The prices approved for this Procurement are inclusive of all expenses related to an activity like transportation, labour etc., therefore no reimbursable expenses shall be allowed under this Procurement.

5. The Contract prices shall remain fixed during the period of the Contract.

6. All payments under this Contract shall be made in Indian Rupees and shall be made to the bank account of the Service Provider as intimated by him.
10. Grievance Redressal during procurement process

| 10.1 | Grievance Redressal | 10.1.1 | 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-302005

**Second Appellate Authority:** ACS, Finance Department, Government of Rajasthan, Secretariat, Jaipur-302005
Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

(1) Filing an appeal

(a) If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the MANAGING DIRECTOR, RAJASTHAN SAMWAD is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, 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 MANAGING DIRECTOR, RAJASTHAN SAMWAD 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.

(b) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.

(c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder or the MANAGING DIRECTOR, RAJASTHAN SAMWAD is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the MANAGING DIRECTOR, RAJASTHAN SAMWAD, as the case may be, may file a second appeal to the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

(2) Appeal not to lie in certain cases

No appeal shall lie against any decision of the MANAGING DIRECTOR, RAJASTHAN SAMWAD relating to the following matters, namely:-

(a) determination of need of procurement;
(b) provisions limiting participation of Bidders in the bidding 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 and procedure of filing an 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 in India 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.
FORM No. 1
[See rule 83]

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):
   (i)
   (ii)
   (iii)

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

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

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

6. Grounds of appeal:

   ........................................................................................................................................
   ........................................................................................................................................
   ........................................................................................................................................
   ........................................................................................................................................... (Supported by an affidavit)

7. Prayer:

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

Place ..............................................
Date ..............................................

Appellant’s Signature
Section II
Evaluation and Qualification Criteria
Section II: Evaluation and Qualification 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 or cooperative society registered under the respective Acts. The Bidder must have a registered office in Rajasthan and a client servicing team based at Jaipur.

II. The Bidder must not have been debarred by the State Government or MANAGING DIRECTOR, RAJASTHAN SAMWAD or blacklisted by any other procuring entity.

III. The Bidder must be in the field of providing Outdoor Media Services for at least last three years to the State Government Departments/ State Public Sector Enterprises/ Government Societies/ Government Cooperative Societies of Rajasthan or private entities.

IV. The Total cost of work is 15 crore (approximately). The average annual turnover must be 10 crore during the last three years.

V. The Bidder must have a dedicated team of following technical experienced personnel required for providing the Services.
   Machine operator 2 nos., client service executive 1 nos., designers 2 nos.,

VI. The Bidder must have a workshop having at least following machinery and equipment owned by him. The proof of ownership of the machinery in the form of purchase bills must be attached with the Technical Bid:-
   1. Flex Printing Machinery for 4 Pass Solvent Printing having width of 10 feet.
   2. Direct UV Printing Flat Bed Machine of size 8'x4' (Fully Automatic) One no.
   3. ECO-Solvent Printing Machine of 5' Width, One no.
   4. The Firm/Agency must have an Iron Fabrication Workshop.

VII. A committee of officers of, RAJASTHAN SAMWAD will visit the premises of office of the Bidder to confirm the availability of the stated machinery and equipment, persons and other facilities with the Bidder and printing capacity, efficiency and quality of the material and printing work done by him. The Bidder must provide in his Bid the complete address of the premises of his office and workshop where inspection will be done. The name and contact numbers of a responsible person be also given who may be contacted for the visit along with address of the factory where the machines are installed.

VIII. If benefits of being an MSME are claimed by the Bidder then copy of certificate issued by authorized officer of the Department of Industries of Rajasthan valid for claiming such benefit must be attached with the Bid.
IX. The Bidder must be registered for Goods and Service Tax.

X. The Bidder must have PAN number issued by Income Tax Department.

B. Evaluation Criteria

The Financial Bids of only those Bidders will be opened who qualify in evaluation of their Technical Bids. The successful Bidder will be one who fully agrees to comply with all the terms and conditions of this Bidding Document without any omission, deviation and reservation and who fulfils all qualification criteria in evaluation of Technical Bids including capacity and efficiency of printing and other machinery owned by him.

Rajasthan Samwad may provide a random design and request the agency/firm to print it on the desired material to justify that the firm/agency is having the machine desired for technical evaluation is in running condition. The design given for on the spot printing will be countersigned by both the parties i.e. Officials of Rajasthan Samwad and the authorized person of firm/agency.

If the firm is found to produce fraudulent documents may lead to disqualification.
Section III
Specifications
SCOPE OF WORK
Section III: Specifications
SCOPE OF WORK

The specifications of the materials to be used and services to be provided for Outdoor Media shall be as per the details given below:

PART 1: OUTDOOR MEDIA & SPECIFICATIONS (SUN BOARD, SUN PACK, HIPS SHEET)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SPECIFICATIONS</th>
</tr>
</thead>
</table>
| Sun Board       | 3mm thickness  
Having Density of 0.39 or above. (Certificate of manufacturing firm will have to be enclosed at the time of producing the bills for payment by the empanelled agency/firm)  
UV Four Colour Printing  
One Year Colour fade guarantee. (Self declaration will have to be given on firms letter pad by the empanelled agencies/firms while submitting the bills)  
Printing size of the machine should be 8'x4'. |
| Sun Pack        | 3mm thickness (400 GSM)  
UV Four Colour Printing  
One Year Colour Fade Guarantee  
Printing size of the machine should be 8'x4' |
| HIPS Sheet      | 1mm thickness with high tensile strength  
UV Four colour printing with two years outdoor life.  
Printing size up to 8'x4' |
## PART 2: FLEX PRINTING ETC.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SPECIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLEX GLOW SIGN BOARD</td>
<td>• PRINTING ON B/L FLEX OF STAR/LG OR EQUIVALENT BRAND OF 540GSM.</td>
</tr>
<tr>
<td></td>
<td>• SOLVENT PRINTING OF FOUR PASS</td>
</tr>
<tr>
<td></td>
<td>• 1 SQ. INCH PIPE OF APPROX. 3.5 KG OF 20 FEET LENGTH.</td>
</tr>
<tr>
<td></td>
<td>• 30 GAUGE BACK SHEET (GI SHEET)</td>
</tr>
<tr>
<td></td>
<td>• TUBE LIGHT SET OF ISI MARK AT EVERY 6 SQ.FT.</td>
</tr>
<tr>
<td></td>
<td>• INSTALLATION AS REQUIRED.</td>
</tr>
<tr>
<td>ONE WAY VISION</td>
<td>• ONE WAY VISION OF 60 MICRON</td>
</tr>
<tr>
<td></td>
<td>• SUPPLY &amp; PASTING AT DESIRED LOCATION</td>
</tr>
<tr>
<td>VINYL FOR VEHICLE WRAPPING</td>
<td>• WHITE OPAQUE PRINTABLE VINYL 01 THICKNESS 0.021 MM (+0.5%)</td>
</tr>
<tr>
<td>WITH LAMINATION</td>
<td>• THE ADHESIVE SHOULD BE PRESSURE SENSITIVE &amp; CLEAR &amp; THICKNESS OF LAMINATION</td>
</tr>
<tr>
<td></td>
<td>• BRANDS: 3M AVERY OF EQUIVALENT BRANDS</td>
</tr>
<tr>
<td></td>
<td>• ECOSOLVENT PRINTING.</td>
</tr>
<tr>
<td></td>
<td>• INSTALLATION AND PASTING AS REQUIRED</td>
</tr>
<tr>
<td>VINYL FOR ROUGH SURFACE</td>
<td>• WHITE/OPAQUE PRINTABLE VINYL OF THICKNESS OF 0.081MM (+0.5%) AND ALSO</td>
</tr>
<tr>
<td></td>
<td>• VINYL SHOULD HAVE OUTDOOR LIFE OF ATLEAST 1.5 YEARS, ALSO CAPABLE OF</td>
</tr>
<tr>
<td></td>
<td>• STICK AT ANY SURFACE.</td>
</tr>
<tr>
<td></td>
<td>• THE ADHESIVE SHOULD BE PRESSURE SENSITIVE AND CLEAR AND THICKNESS AND</td>
</tr>
<tr>
<td></td>
<td>• LAMINATION SHOULD BE 0.05MM.</td>
</tr>
<tr>
<td></td>
<td>• BRANDS: 3M OR EQUIVALENT BRANDS.</td>
</tr>
<tr>
<td></td>
<td>• ECO-SOLVENT PRINTING.</td>
</tr>
<tr>
<td></td>
<td>• INSTALLATION AND PASTING AS REQUIRED</td>
</tr>
<tr>
<td>FRONT LIT FLEX WITH FRAME</td>
<td>• SOLVENT PRINTINGS OF 4 PASS</td>
</tr>
<tr>
<td></td>
<td>• FRAME OF 1&quot; SQUARE MS PIPE OF 2.0 KG LENGTHS OF 20 FT,</td>
</tr>
<tr>
<td></td>
<td>• INSTALLATION WITH GI WIRE ON TOP AND BOTTOM</td>
</tr>
<tr>
<td></td>
<td>• FLEX OF 280 GSM BLACK BACK</td>
</tr>
<tr>
<td>STANDY WITH FLEX</td>
<td>• ROLLUP STANDY 30&quot;X80&quot;</td>
</tr>
<tr>
<td></td>
<td>• SOLVENT PRINTING 4 PASS ON FLEX OF 280 GSM BLACK BACK</td>
</tr>
</tbody>
</table>
| STANDY WITH SUN BOARD | • 5 mm SUN BOARD  
| | • DIRECT FOUR COLOUR UV PRINTING  
| | • FRAME OF 1 SQ. INCH PIPE OF 5 KG.  
| SELF ADHESIVE VINYL | 80 MICRON, STAR/LG/3 M OR EQUIVALENT BRAND  
| | SOLVENT PRINTING  
| PRINTING OF FLEX SOLVENT 4 PASS | 280 GSM BLACK BACK  
| INSTALLATION/ MOUNTING/ PASTING OF FLEX & SELF ADHESIVE VINYL | (A) HOARDINGS  
| | (B) UNIPOLE  
| | (C) OVER HEAD SIGNAGE  
| | (D) BUS SHELTER  
| | (E) OTHER PLACE AS REQUIRED  
| | (F) BUS PANELS  
| PRINTING, INSTALLATION/ MOUNTING/ CHARGES OF TEMPORARY HOARDINGS ACROSS RAJASTHAN FOR EVENTS, EXHIBITIONS & OTHER PROGRAMME PURPOSES. | MATERIAL OF STRUCTURE  
| | 2" MS PIPE OF 20' OF 14 KG  
| | 1" SQUARE PIPE OF 5 KG OF 20" LENTH WITH 280 GSM FLEX BLACK BACK SOLVENT 4 PASS PRINTING  
| | SIZE IN FEET  
| | 10X10  
| | 20X10  
| | 30X10  
| | 40X10  

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PART 3: DIGITAL WALL PAINTING

1. Four colour solvent printing of the given creative's shall be done on acrylic polymer printable film of 70 to 90 micron which shall be water resistant and when fixed on a smooth or rough, even or uneven wall should appear as smooth and inseparable and irremovable part of the wall.

2. Minimum 4 Pass four colour printing shall be done on the film with solvent which does not fade in sun light.

3. Fixing of the film on the wall must be done by a water based release liner.

4. The digital wall painting must be able to sustain the changes in weather which includes humidity, rains, winds, extreme temperatures etc. of Rajasthan.

5. The work must have self life guarantee of 06 months.

6. The Service Provider shall not sublet any part of the Services to any other agency.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SPECIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIGITAL WALL PAINTING</td>
<td>1. Providing and fixing of digital wall paintings of given design, size and as per specifications given below:</td>
</tr>
<tr>
<td></td>
<td>2. Covering with appropriate oil paint the digital wall paintings mentioned at S.No.1 above when ordered, so as to match with the original colour of the wall.</td>
</tr>
</tbody>
</table>

PART 4: LED VAN 12’X8’

1. Specification of the Vehicles

Description of Item

The Vehicle Should be a 14 feet LCV (Tata 407 (14ft) / Canter or equivalent, which can accommodate the 12’x8’ LED Wall With

Branding: All Side Flex Branding with the specification as below

LED: Outdoor, P6 with Processor / Laptop / Sending Card

Sound system: 250 watt dual speaker or equivalent with cordless microphones

Power Back-up: Genset of 7.5 KVA and above

IEC Materials such as Fliers/Leaflets Danglers, Posters, Stickers, Standee etc for communication, promotion and advertising (to be provided by client)

GPS: Vehicle should have GPS device certified as per AIS 140 / AIS O04 Standard or equivalent

Hydraulic vans will be given preferences as it has a better visibility from a distance and social distancing can be maintained

PART 5: LED VAN 8’X6’

1. Specification of the Vehicles

Description of Item

The Vehicle Should be a Mahindra Pickup / Tata Yodha or equivalent, which can accommodate the 8’x6’ LED Wall with

Branding: All Side Flex Branding with the specification as below

LED: Outdoor, P6 with Processor / Laptop / Sending Card

Sound system: 200 watt dual speaker or equivalent with cordless microphones

Power Back-up: Genset of 3 KVA and above

IEC Materials such as Fliers/Leaflets Danglers, Posters, Stickers, Standee etc for communication, promotion and advertising (to be provided by client)

GPS: Vehicle should have GPS device certified as per AIS 140 / AIS O04 Standard or equivalent

Hydraulic vans will be given preferences as it has a better visibility from a distance and social distancing can be maintained
Section IV: Bidding Forms
Technical Proposal (Bid)
TECH-1  
TECHNICAL PROPOSAL SUBMISSION FORM  

(On the letter head of the Bidder)  

{Location, Date}  

To  

Managing Director,  
Rajasthan Samwad, Government Secretariat,  
Jaipur-302 005  

Dear Sir/ Madam,  

We, the undersigned, submit our Proposal for Empanelment for providing Outdoor Media Services in accordance with your NIB/ Request for Proposals dated [InsertDate]. 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 MANAGING DIRECTOR, 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 Act, Rules and 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 RFP as stated in the RFP Document without any reservation, deviation or omission;  

(f) Our Proposal is binding upon us and subject to any modifications resulting from the negotiations, if any;  

(g) We are not participating, as Bidder in more than one Bid for providing the subject Services in this bidding process;  

[Signature]
(h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract have not been debarred by the State Government or the MANAGING DIRECTOR, RAJASTHAN SAMWAD or a regulatory authority under any applicable law;

(i) We agree to permit Government of Rajasthan or the MANAGING DIRECTOR, RAJASTHAN SAMWAD or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;

(j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, if issued, shall constitute a binding contract between us, until a formal Contract is prepared and executed;

(k) We understand that the MANAGING DIRECTOR, RAJASTHAN SAMWAD is not bound to accept any Proposal that it receives and may reject any and all proposals.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: 

Name and Title of Signatory: 

Name of Bidder (firm's/ company's name): 

In the capacity of: 

Address: 

Contact information (Landline and mobile phone numbers and e-mail): 

[Signature]
Form TECH-2
BIDDER’S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Bidder’s organization and an outline of the experience of the Bidder. For each contract, the outline should indicate the duration of the contract, the contract amount (total and, if it was done in a form of a joint venture or a sub-Bidder, the amount paid to the Bidder), and the Bidder’s role/involvement.

A - Bidder’s Organization

1. Bidder's Details

Fill in the required details in following Table:-

<table>
<thead>
<tr>
<th>Name of Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Contact Person with Designation</td>
</tr>
<tr>
<td>Registered Office Address</td>
</tr>
<tr>
<td>Address of the Firm in Jaipur</td>
</tr>
<tr>
<td>Type of Firm Put Tick( &quot;&quot;) mark</td>
</tr>
<tr>
<td>Public Limited</td>
</tr>
<tr>
<td>Telephone Number(s)</td>
</tr>
<tr>
<td>Email Address</td>
</tr>
<tr>
<td>Web Site:</td>
</tr>
<tr>
<td>Fax No.</td>
</tr>
<tr>
<td>Mobile Number</td>
</tr>
<tr>
<td>Goods and Service Tax Registration No.</td>
</tr>
<tr>
<td>PAN number</td>
</tr>
</tbody>
</table>

[Signatures]
2. Provide here a brief description of the background and organization of your company/firm (Page Nos. .................)

3. Provide dates of registration of the company/ firm/ organization and commencement of business. The Bidder should be in the field of providing Outdoor Media Services for at least last three years.

(Enclose self attested copies of certificates of registration/ incorporation of the company/ organization, commencement of business, Memorandum of Association etc.) (Page Nos. .................)

4. Provide figures of financial turnover of the Firm for preceding three financial years (Financial years 2017-18, 2018-19 and 2019-20). The average annual turnover of the Firm should not be less than Rupees 1000 Lakh.

(Enclose copies of audited statements of accounts for the financial years 2017-18, 2018-19 and 2019-20 and a certificate of the statutory auditor of the firm certifying the turnover of the Firm. (Page Nos. .................)

5. The firm should be registered for Goods and Service Tax (GST).

(Enclose copy of GST registration Certificate issued by competent authority.) (Page Nos. .................)

6. The firm should have Permanent Account Number (PAN) for income tax.

(Enclose copy of PAN card issued by Income Tax Department.) (Page Nos. .................)

7. Enclose declaration that the Firm is not debarred or black listed by MANAGINGDIRECTOR, RAJASTHAN SAMWAD or any other procuring entity. (Page Nos. .................)
B - Bidder's Experience

1. List previous assignments of Outdoor Media Services performed by the Bidder in the 03 years for Government Departments/ Undertakings/ Organisations or Reputed private entities.

2. List in the following format only those assignments for which the Bidder was legally contracted by the Client as a Bidder. The Bidder should substantiate the claimed experience by attaching copies of relevant work orders/ documents.

**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>
<th>Amount of Work Order in Rupees</th>
<th>Copy of Work Order Attached at Page Number</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

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MACHINERY AND EQUIPMENT OWNED BY THE BIDDER

Provide details of the Machinery and Equipment owned by the Bidder in following format:-
(The given information may be verified by a team of officers of MANAGING DIRECTOR, RAJASTHAN SAMWAD by inspecting the factory premises of the Bidder and if any information is found false, action will be taken as per provisions of the Act and Rules)

1. Flex Printing Machinery for 4 Pass Solvent Printing having width of 10 feet.
2. Direct UV Printing Flat Bed Machine of size 8’x4’ (Fully Automatic) One no.
3. ECO-Solvent Printing Machine of 5’ Width, One no.
4. The Firm/Agency must have an Iron Fabrication Workshop.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Machine</th>
<th>Make</th>
<th>Model</th>
<th>Size</th>
<th>Capacity per hour/ per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>5.</td>
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<td>6.</td>
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</tbody>
</table>

DECLARATION
The above information given is true and we understand that any false declaration may lead to disqualification of the tender.

Authorized Signature

NOTARIZED
Form TECH-4
TECHNICAL PERSONNEL WORKING ON PAY ROLL OF THE BIDDER

Provide details of the Technical Personnel working on Pay Roll of the Bidder in following format:-

(The given information may be verified by a team of officers of MANAGING DIRECTOR, RAJASTHAN SAMWAD by inspecting the factory premises of the Bidder and if any information is found false, action will be taken as per provisions of the Act and Rules)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Section</th>
<th>Number of Persons actually Working</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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<td>5.</td>
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<td>6.</td>
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<td>6.</td>
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<td>7.</td>
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<tr>
<td>8.</td>
<td></td>
<td></td>
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<tr>
<td>9.</td>
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</tbody>
</table>

\[Signature\]

\[Signature\]
FORM TECH-5
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:

Director,
Rajasthan Samwad,
Government of Rajasthan, Secretariat, Jaipur-302 005

Date: [insert date]

GUARANTEE No.: [insert number]

We have been informed that [insert name of the Bidder] (hereinafter called "the Bidder") has submitted to you its Proposal dated [insert date] (hereinafter called "the Proposal") for Contract for providing Outdoor Media Services 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 Bidder, 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 Bidder is in breach of its obligation(s) under the Proposal conditions, without indulging in any correspondence or questions with you, because the Bidder:

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

(b) having been notified of the acceptance of its Proposal by the MANAGING DIRECTOR, RAJASTHAN SAMWAD, Jaipur during the period of Proposal validity,
   (i) failed or refused to execute the Contract Form,
   (ii) breached any provision of the Code of Integrity specified in ITB;

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of [Signature]

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the name of the successful Bidder who signed the contract with you and submitted performance security; or (ii) thirty days after the expiration of the validity period of the Bidder'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-6
Declaration by the Bidder in compliance of Section 7 & 11 of the Act

Declaration by the Bidder

In relation to our Proposal submitted to Managing Director, Rajasthan Samwad, Government of Rajasthan, Secretariat, Jaipur-302 005 for Empanelment for providing Outdoor Media Services 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 MANAGING DIRECTOR, 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:
Address:

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FORM TECH-7
POWER OF ATTORNEY

(On Stamp paper of appropriate value)

Know all men by these presents, We.................................(name and address of the registered office) do hereby constitute, appoint and authorize 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 Empanelment for providing Outdoor Media Services including signing and submission of all documents and providing information/ responses to MANAGING DIRECTOR, 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

Signature and Name

Signature, Name and designation of the Bidder
FORM TECH-8
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. - Paragraph/Bullet No. -</th>
<th>Corresponding page no. in the RFP document</th>
<th>Particulars of the query/clarification</th>
<th>Remarks of managing Director, Rajasthan Samwad</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

Authorized Signatory

Designation

[The queries have to be submitted through e-mail in word document (not a PDF) to MANAGING DIRECTOR, RAJASTHAN SAMWAD latest by 4 Days before the last date of receipt of bids. The bidder should send the queries through official e-mail IDs only.]
Financial Proposal (Bid)
FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

To
Managing Director,
Rajasthan Samwad,
Government Secretariat, Jaipur-302 005

Dear Sir/ Madam,

1. We, the undersigned, offer following rates for providing Outdoor Media Services 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 rates for various items of Contract without any condition:

PART 1: OUTDOOR MEDIA & SPECIFICATIONS (SUN BOARD, SUN PACK, HIPS SHEET)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Item</th>
<th>Specification</th>
<th>Per Unit</th>
<th>Amount</th>
</tr>
</thead>
</table>
| 1.    | Sun Board      | 3mm thickness, Having Density of 0.39 or above (Certificate of manufacturing firm will have to be enclosed at the time of producing the bills for payment by the empanelled agency/firm)  UV Four Colour Printing, One Year Colour fade guarantee, Printing size of the machine should be 8’x4’.

5mm thickness, Having Density of 0.39 or above (Certificate of manufacturing firm will have to be enclosed at the time of producing the bills for payment by the empanelled agency/firm) UV Four Colour Printing, One Year Colour fade guarantee, Printing size of the machine should be 8’x4’.

"Signature"  

55
2. **Sun Pack**

3mm thickness (400 GSM), UV Four Colour Printing, One Year Colour Fade Guarantee. (Self declaration will have to be given on firms letter pad by the empanelled agencies/firms while submitting the bill/s) Printing size of the machine should be 8'x4'.

5mm thickness (750 GSM), UV Four Colour Printing, One Year Colour Fade Guarantee, (Self declaration will have to be given on firms letter pad by the empanelled agencies/firms while submitting the bill/s) Printing size of the machine should be 8'x4'.

3. **HIPS Sheet**

1mm thickness with high tensile strength
UV Four colour printing with two years outdoor life.
Printing size up to 8'x4'

---

**PART 2: FLEX/VINYL PRINTING ETC.**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>ITEM</th>
<th>SPECIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>FLEX GLOW</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SIGN BOARD</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• PRINTING ON B/L FLEX OF STAR/LG OR EQUIVALENT BRAND OF 540 GSM.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• SOLVENT PRINTING OF FOUR PASS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 1 SQ. INCH PIPE OF APPROX. 3.5 KG OF 20 FEET LENGTH.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 30 GAUGE BACK SHEET (GI SHEET)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• TUBE LIGHT SET OF ISI MARK AT EVERY 6 SQ. FT.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• INSTALLATION AS REQUIRED.</td>
<td></td>
</tr>
</tbody>
</table>

Per UNIT

<table>
<thead>
<tr>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Figure</td>
</tr>
</tbody>
</table>

56
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 2. ONE WAY VISION | - ONE WAY VISION OF 60 MICRON  
- SUPPLY & PASTING AT DESIRED LOCATION |   |
| 3. VINYL FOR VEHICLE WRAPPING WITH LAMINATION | - WHITE OPAQUE PRINTABLE VINYL 01 THICKNESS 0.021 MM (+,- 5%)  
- THE ADHESIVE SHOULD BE PRESSURE SENSITIVE & CLEAR & THICKNESS OF LAMINATION SHOULD BE 0.05MM.  
- BRANDS: 3M AVERY OF EQUIVALENT BRANDS  
- ECOSOLVENT PRINTING.  
- INSTALLATION AND PASTING AS REQUIRED. |   |
| 4. VINYL FOR ROUGH SURFACE | - WHITE/OPAQUE PRINTABLE VINYL OF THICKNESS OF 0.081MM (+,- 5%) AND ALSO VINYL SHOULD HAVE OUTDOOR LIFE OF ATLEAST 1.5 YEARS, ALSO CAPABLE OF STICK AT ANY SURFACE.  
- THE ADHESIVE SHOULD BE PRESSURE SENSITIVE AND CLEAR AND THICKNESS AND LAMINATION SHOULD BE 0.05MM.  
- BRANDS: 3M OR EQUIVALENT BRANDS.  
- ECO-SOLVENT PRINTING.  
- INSTALLATION AND PASTING AS REQUIRED. |   |
| 5. FRONT LIT FLEX WITH FRAME | - SOLVENT PRINTINGS OF 4 PASS  
- FRAME OF 1" SQUARE MS PIPE OF 2.0 KG |   |
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>
|   | LENGTHS OF 20 FT,  
- INSTALLATION WITH GI WIRE ON TOP AND BOTTOM KNAILING  
- FLEX OF 280 GSM BLACK BACK |   |
| 6. | STANDY WITH FLEX |  
- ROLLUP STANDY 30"X80"  
- SOLVENT PRINTING 4 PASS ON FLEX OF 280 GSM BLACK BACK |   |
| 7. | STANDY WITH SUN BOARD |  
- 5 mm SUN BOARD  
- DIRECT FOUR COLOUR UV PRINTING  
- FRAME OF 1 SQ. INCH PIPE OF 5 KG LENGTH. |   |
| 8. | SELF ADHESIVE VINYL |  
80 MICRON. STAR/LG/3 M OR EQUIVALENT BRAND SOLVENT PRINTING |   |
| 9. | PRINTING OF FLEX SOLVENT 4 PASS |  
280 GSM BLACK BACK |   |
| 10. | INSTALLATION/ MOUNTING/ PASTING OF FLEX & SELF ADHESIVE VINYL |  
(A) HOARDINGS  
(B) UNIPOLE  
(C) OVER HEAD SIGNAGE  
(D) BUS SHELTER  
(E) OTHER PLACE AS REQUIRED |   |
| 11. | PRINTING, INSTALLATION/ MOUNTING/ CHARGES OF TEMPORARY HOARDINGS ACROSS RAJASTHAN |  
MATERIAL OF STRUCTURE  
2" MS PIPE OF 20' OF 14 KG  
1" SQUARE PIPE OF 5 KG OF 20" LENTH  
WITH 280 GSM FLEX BLACK BACK SOLVENT 4 PASS PRINTING SIZE IN FEET |   |
|   | FOR EVENTS, |  
(a) 10X10 |   |
|   | EXHIBITIONS & OTHER |  
b) 20X10  
c) 30X10 |   |
|   | PROGRAMME PURPOSES. |  
d) 40X10 |   |
PART 3: DIGITAL WALL PAINTING

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Item</th>
<th>Per Unit</th>
<th>Rate in Figures excluding GST</th>
<th>Rate in Words excluding GST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Providing and fixing of digital wall paintings of given design, size and as per specifications given in Section III: Specifications and Conditions, of the Bidding document in rural and urban areas of Rajasthan.</td>
<td>Per Square foot</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Covering with appropriate oil paint the digital wall paintings mentioned at S.No.1 above when ordered, so as to match with the original colour of the wall.</td>
<td>Per Square foot</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL (1+2)</td>
<td></td>
<td>Per Sq. ft.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PART 4: LED VAN 12’X8’

1. Specification of the Vehicles

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Item</th>
<th>Per Van</th>
<th>Rate in Figures excluding GST</th>
<th>Rate in Words excluding GST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Vehicle Should be a 14 feet LCV (Tata 407 (14ft) / Canter or equivalent, which can accommodate the 12’x8’ LED Wall With Branding: All Side Flex Branding with the specification as below LED: Outdoor, P6 with Processor / Laptop /Sending Card Sound system: 250 watt dual speaker or equivalent with cordless microphones Power Back-up: Genset of 7.5 KVA and above IEC Materials such as Fliers/Leaflets Danglers, Posters, Stickers, Standee etc for communication, promotion and advertising (to be provided by client) GPS: Vehicle should have GPS device certified as per AIS 140 / AIS 004 Standard or equivalent.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Hydraulic vans will be given preferences as it has a better visibility from a distance and social distancing can be maintained

# PART 5: LED VAN 8’X6’

## 1. Specification of the Vehicles

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Item</th>
<th>Per Van</th>
<th>Rate in Figures excluding GST Rs. Paise</th>
<th>Rate in Words excluding GST Rs. Paise</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Vehicle Should be a Mahindra Pickup / Tata Yodha or equivalent, which can accommodate the 8'x6' LED Wall with Branding: All Side Flex Branding with the specification as below LED: Outdoor, P6 with Processor / Laptop / Sending Card Sound system: 200 watt dual speaker or equivalent with cordless microphones Power Back-up: Genset of 3 KVA and above IEC Materials such as Fliers/Leaflets Danglers, Posters, Stickers, Standee etc for communication, promotion and advertising (to be provided by client) GPS: Vehicle should have GPS device certified as per AIS 140 / AIS 004 Standard or equivalent Hydraulic vans will be given preferences as it has a better visibility from a distance and social distancing can be maintained</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Our prices include all our expenses and taxes except Goods and Service Tax which shall be paid extra by PROCURING ENTITY.

3. The temporary structures like temporary hoardings, Pole Bunting etc. will be the property of the vendor/agency after completion of particular event, who has installed the same. Department/s will not be responsible of any theft or damage of such temporary structures.

4. In case of four colour UV printing on Sun Boards/Sun Pack sheets etc. the empanelled agency is bound to submit bills of UV ink manufacturer along with the bills submitted for payments.

5. Our prices include expenses on remuneration for all the Personnel in the field, office etc., labour, equipment, surveys, publicity, printing, overhead charges, travelling, boarding and lodging and out of pocket expenses, documentation and communication during the period of the Contract.
6. The offer prices quoted shall remain firm during the period of Contract.
7. The financial proposal is inclusive of all activities not specifically mentioned in the
   Bidding Document, but which are essential for successful completion of the assigned
tasks as per the work orders.

8. 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.

9. We understand you are not bound to accept any Proposal and may reject any or
   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: ________________________________

[Signature]

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Section VA
General Conditions of Contract
## Section VA : General 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>Definitions</td>
<td>1.1.1(a)</td>
<td>Procuring Entity means any department of state/Government/Public Sector Entrepreneur (PSE) owned and controlled by the State Government/Board or Corporation or Authority or Society or Trust or Autonomous body established or constituted by an Act of the State Legislature or a body owned or controlled by the State Government. which may get the works of outdoor media accomplished by the Empanelled Agencies/Firms at the Approved Rates by Rajasthan Samwad.</td>
</tr>
<tr>
<td>1.1</td>
<td>Definitions</td>
<td>1.1.1 (b)</td>
<td>“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.</td>
</tr>
<tr>
<td>1.1</td>
<td>Definitions</td>
<td>1.1.2</td>
<td>“Applicable Law” means the laws and any other instruments having the force of law in India or Rajasthan, as they may be issued and in force from time to time.</td>
</tr>
<tr>
<td>1.1</td>
<td>Definitions</td>
<td>1.1.3</td>
<td>“Client” means the procuring entity.</td>
</tr>
<tr>
<td>1.1</td>
<td>Definitions</td>
<td>1.1.4</td>
<td>“Contract” or “Procurement Contract” means the legally binding written agreement as signed by the Parties, which include Letter of Acceptance, General and Special Conditions of Contract, Bidding Forms, Appendices and the conditions of a particular work order.</td>
</tr>
<tr>
<td>1.1</td>
<td>Definitions</td>
<td>1.1.5</td>
<td>“Day” means a calendar day.</td>
</tr>
<tr>
<td>1.1</td>
<td>Definitions</td>
<td>1.1.6</td>
<td>“Effective Date” means the date on which this Contract comes into force and effect.</td>
</tr>
<tr>
<td>1.1</td>
<td>Definitions</td>
<td>1.1.7</td>
<td>“GCC” mean the General Conditions of the Contract forming part of the Contract.</td>
</tr>
<tr>
<td>1.1</td>
<td>Definitions</td>
<td>1.1.8</td>
<td>“Government/ GOR” means the Government of Rajasthan.</td>
</tr>
<tr>
<td>1.1</td>
<td>Definitions</td>
<td>1.1.9</td>
<td>“In writing” means communicated in written form as a letter, e-mail, fax to the specified address, contact id with proof of receipt.</td>
</tr>
<tr>
<td>1.1</td>
<td>Definitions</td>
<td>1.1.10</td>
<td>“LOI/ LOA” means the Letter of Intent/ Acceptance sent by MANAGING DIRECTOR, RAJATHAN SAMWAD to the selected most advantageous Service Provider.</td>
</tr>
<tr>
<td>1.1</td>
<td>Definitions</td>
<td>1.1.11</td>
<td>“Party” means the Client or the Service Provider, as the case may be, and “Parties” means both of them.</td>
</tr>
<tr>
<td>1.1</td>
<td>Definitions</td>
<td>1.1.12</td>
<td>“Personnel” means Technical Personnel and Non-Technical Personnel which will be provided by the Service Provider to perform the Services or any part thereof under the Contract;</td>
</tr>
<tr>
<td>S.No.</td>
<td>Particulars</td>
<td>Clause</td>
<td>Description</td>
</tr>
<tr>
<td>-------</td>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>2.1</td>
<td>Relationship Between the Parties</td>
<td>2.1.1</td>
<td>Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</td>
</tr>
<tr>
<td>2.2</td>
<td>Law Governing the Contract</td>
<td>2.2.1</td>
<td>This Procurement Contract Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</td>
</tr>
<tr>
<td>2.3</td>
<td>Language</td>
<td>2.3.1</td>
<td>This Procurement Contract Agreement has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</td>
</tr>
<tr>
<td>2.4</td>
<td>Headings</td>
<td>2.4.1</td>
<td>The headings shall not limit, alter or affect the meaning of this Contract.</td>
</tr>
<tr>
<td>2.5</td>
<td>Location</td>
<td>2.5.1</td>
<td>The Services shall be performed in Rajasthan at such locations as may be specified from time to time by Procuring Entity or other authorised persons.</td>
</tr>
<tr>
<td>2.6</td>
<td>Authorized Representatives</td>
<td>2.6.1</td>
<td>Any action required or permitted to be taken, and any document required or permitted to be executed under this Procurement Contract by the Client or the Service Provider may be taken or executed by the Authorized Representatives of the Managing Director, Rajasthan Samwadand the Service Provider.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Code of Integrity</th>
</tr>
</thead>
<tbody>
<tr>
<td>S.No.</td>
</tr>
<tr>
<td>3.1</td>
</tr>
</tbody>
</table>
3.1.2 For the purposes of this Sub-Clause:

i. "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in the Contract execution;

ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of the Contract;

iii. "collusive practice" means a scheme of arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels;

iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of the Contract.

3.2 Measures to be Taken On Breach Of Code of Integrity 3.2.1 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 MANAGING DIRECTOR, RAJATHAN SAMWAD may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and Chapter IV of the said Act.

4. Commencement, Completion, Modification and Termination of Contract

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Effectiveness of Contract</td>
<td>4.1.1</td>
<td>This Contract Agreement shall come into force and effect on the date (the &quot;Effective Date&quot;) on which the Client issues the Service Provider the Letter of Acceptance of his Proposal.</td>
</tr>
<tr>
<td>4.2</td>
<td>Time Period of Agreement</td>
<td>4.2.1</td>
<td>The Agreement will remain in force or valid for the period of assignment i.e. Two year which can further be extended by one more year with the consent of Rajasthan Samwad &amp; Empanelled Agencies/Firms.</td>
</tr>
<tr>
<td>4.3</td>
<td>Entire Agreement</td>
<td>4.3.1</td>
<td>This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.</td>
</tr>
<tr>
<td>4.4</td>
<td>Modifications or Variations</td>
<td>4.4.1</td>
<td>Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</td>
</tr>
<tr>
<td>-----</td>
<td>-----------------------------</td>
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<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.4.2</td>
<td>In cases of substantial modifications or variations, the prior written consent of the competent authority of the Government will be required.</td>
</tr>
<tr>
<td>5</td>
<td>Suspension</td>
<td>5.1</td>
<td>The Client may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period specified in the notice.</td>
</tr>
</tbody>
</table>
6. Termination

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
</table>
| 6.1   | By the Client                    | 6.1.1  | The MANAGING DIRECTOR, RAJATHAN SAMWAD may terminate this Contract in case of the occurrence of any of the events specified in paragraphs mentioned below. In such an occurrence the Client shall give a not less than fifteen (15) days’ written notice of termination to the Service Provider:
(a) If the Service Provider fails to remedy a failure in the performance of its obligations under a particular work order as specified in the notice of termination.
(b) If the quality of the work performed is not as per the standards and is not acceptable.
(c) If the Service Provider becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
(d) If the Service Provider fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration proceedings.
(e) If the MANAGING DIRECTOR, RAJATHAN SAMWAD, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
(f) If the Service Provider, in the judgment of the MANAGING DIRECTOR, RAJATHAN SAMWAD, has breached any provision of the Code of Integrity as given in GCC Clause 3 or engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract.
(g) If the Service Provider submits to the MANAGING DIRECTOR, RAJATHAN SAMWAD a false statement/ document which has a material effect on the rights, obligations or interests of the MANAGING DIRECTOR, RAJATHAN SAMWAD. |
| 6.2   | Disputes about Events of Termination | 6.2.1  | If either Party disputes whether an event has occurred, such Party may, within thirty (30) Days after receipt of notice of termination from the other Party, may take recourse to Dispute Resolution Mechanism, and in that case this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting award in accordance with the Dispute Resolution Mechanism or arbitration. |
6.3 Extension in Period of deliverables and Liquidated Damages

6.3.1 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 any reasons, it may request in writing immediately on the occurrence of cause of hindrance to the Procuring Entity to extend the period of provide and managing the event pertaining to a particular work order. The Procuring Entity, after considering the reasons and justifications, may extend the period with or without liquidated damages. The Procuring Entity, except in case of an event of Force Majeure or reasons beyond the control of the Service Provider shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages on the basis of the following percentages of value of Service which the Service Provider has failed to provide or complete:

<table>
<thead>
<tr>
<th>No.</th>
<th>Condition</th>
<th>LD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Delay up to one fourth period of delivery/completion of Services.</td>
<td>2.5%</td>
</tr>
<tr>
<td>b.</td>
<td>Delay exceeding one fourth but not exceeding half of the specified period of delivery/completion of Services.</td>
<td>5.0%</td>
</tr>
<tr>
<td>c.</td>
<td>Delay exceeding half but not exceeding three fourths of the specified period of delivery/completion of Services.</td>
<td>7.5%</td>
</tr>
<tr>
<td>d.</td>
<td>Delay exceeding three fourths of the specified period of delivery/completion of Services.</td>
<td>10.0%</td>
</tr>
</tbody>
</table>

Notes:–

i. Fraction of a day in reckoning period of delay in unsuccessful completion of work shall be eliminated if it is less than half a day.

ii. The value of Services not received in unspecifed times should be calculated carefully. The method of calculation for contracts which include multiple items of supply/service in case individual value of each item missed taken in the Bid should be generally given in the SCC.
### 7. Obligations of the Service Provider

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1</td>
<td>Standards of Performance</td>
<td>7.1.1</td>
<td>The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, approved professionals, machinery, materials and methods.</td>
</tr>
<tr>
<td>7.2</td>
<td>Law Governing Services</td>
<td>7.2.1</td>
<td>The Service Provider shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that all the personnel of the Service Provider comply with the Applicable Law.</td>
</tr>
<tr>
<td>7.3</td>
<td>Conflict of Interests</td>
<td>7.3.1</td>
<td>The Service Provider shall hold the MANAGING DIRECTOR, RAJATHAN SAMWAD’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</td>
</tr>
<tr>
<td>7.4</td>
<td>Service Provider Not to Benefit from Commissions, Discounts, etc</td>
<td>7.4.1</td>
<td>The payment of the Service Provider pursuant to GCC Clause 8 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 his Personnel and agents similarly shall not receive any such additional payment.</td>
</tr>
<tr>
<td>7.5</td>
<td>Prohibition of Conflicting Activities</td>
<td>7.5.1</td>
<td>The Service Provider shall not engage, and shall cause its personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</td>
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<td>7.5.2</td>
<td>The Service Provider has an obligation and shall ensure that its personnel shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the MANAGING DIRECTOR, RAJATHAN SAMWAD, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider or the termination of its Contract, in addition</td>
</tr>
<tr>
<td>7.6</td>
<td>Confidentiality</td>
<td>7.6.1</td>
<td>In addition to the provisions of Section 49 of the Act and Rule 77 of the Rules, except with the prior written consent of the MANAGING DIRECTOR, RAJATHAN SAMWAD, the Service Provider and the personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the personnel make public the recommendations formulated in the course of, or as a result of the Services.</td>
</tr>
<tr>
<td>7.7</td>
<td>Liability of the Service Provider</td>
<td>7.7.1</td>
<td>The Service Provider’s liability under this Contract shall be as per the Applicable Law.</td>
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<td>7.7.2</td>
<td>Service Provider’s obligations:</td>
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<td></td>
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<td></td>
<td>1. The Service Provider is obliged to work closely with the Procuring Entity which can be any Department/Board/Corporation/PSE/Organisation of the state and Rajasthan Samwad, act within its own authority and abide by its directives.</td>
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<td>2. The Service Provider is advised to take appropriate insurance cover for loss of life, accidental injuries to his personnel and sub contracted personnel and loss or damage to the work performed and tools and equipments used for performing the work.</td>
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<td>3. The Service Provider is responsible for managing the activities of its personnel and sub contracted personnel and will hold itself responsible for any misdemeanor.</td>
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<td>4. The Service Provider will indemnify the MANAGING DIRECTOR, RAJATHAN SAMWAD against any misuse of MANAGING DIRECTOR, RAJATHAN SAMWAD or MANAGING DIRECTOR, RAJATHAN SAMWAD's Name, Brand Name and Logo. For any misuse of MANAGING DIRECTOR, RAJATHAN SAMWAD/ MANAGING DIRECTOR, RAJATHAN SAMWAD's name and logo, the Service Provider will be held responsible. MANAGING DIRECTOR, RAJATHAN SAMWAD will take necessary legal and other actions for such cases. MANAGING DIRECTOR, RAJATHAN SAMWAD will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the Service Provider.</td>
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<td>5. The Service Provider shall keep the MANAGING DIRECTOR, RAJATHAN SAMWAD indemnified for all legal consequences arising out of its activities that may end up being offensive etc.</td>
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<td>6. Data gathered from Procuring Entities (Government Organisations) for publicity exercise and methodology shall not be misused to benefit other private/public sector schemes.</td>
</tr>
</tbody>
</table>
7.8 Accounting, Inspection and Auditing

7.8.1 The Service Provider shall keep accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

7.8.2 The Service Provider shall permit the MANAGING DIRECTOR, RAJATHAN SAMWAD or Government of Rajasthan and/or persons appointed by them to inspect the Site and its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the MANAGING DIRECTOR, RAJATHAN SAMWAD or Government of Rajasthan.

7.8.3 The Service Provider’s attention is drawn to the fact that acts of the Service Provider intended to impede the exercise of the powers of inspection and audit by the MANAGING DIRECTOR, RAJATHAN SAMWAD or the Government constitute a prohibited practice leading to the Contract termination as well as to a determination of ineligibility for further contracts.

7.9 Equipment and Materials Provided by the Service Provider

7.9.1 Any equipment or materials brought by the Service Provider or its Personnel and used either for the execution of the work or personal use shall remain the property of the Service Provider or the Personnel concerned.

8. Obligations of the Client (Procuring Entity/MANAGING DIRECTOR, RAJATHAN SAMWAD)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>8.1</td>
<td>Assistance by MANAGING DIRECTOR, RAJATHAN SAMWAD/PROCURING ENTITIES</td>
<td>8.1.1</td>
<td>The MANAGING DIRECTOR, RAJATHAN SAMWAD and all other procuring entities shall use its best efforts to:</td>
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<td>8.1.1.1</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>
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<td>8.1.1.2</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>
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<td>8.1.1.3</td>
<td>Provide to the Service Provider, Sub-Service Providers and Personnel any such other assistance as may be requested by the Service Provider and agreed to by MANAGING DIRECTOR, RAJATHAN SAMWAD.</td>
</tr>
<tr>
<td>8.2</td>
<td>Access to Project Site</td>
<td>8.2.1</td>
<td>The MANAGING DIRECTOR, RAJATHAN SAMWAD warrants that the Service Provider shall have unimpeached access to project site in respect of which access is required for the performance of the Services.</td>
</tr>
</tbody>
</table>
| 8.3 | Payment Procedure | 8.3.1 | (i) In consideration of providing the Services under a particular work order by the Service Provider under this Contract, the Procuring Entity which may be any department/board/corporation/PSE/organizations of the state shall make payments to the Service Provider at the prices which will be approved for this Contract. The payment shall be made after verification of materials as per specifications, were GSM Report is needed and the Services performed and examination of its quality by the officer or a committee of officers nominated by Procuring Entity.  
(ii) The prices approved for this Contract are inclusive of all expenses related to an event/ activity, therefore no reimbursable expenses shall be allowed under this Contract.  
(iii) The Contract prices shall remain fixed during the period of the Contract.  
(iv) The Service Provider and its Personnel are responsible for meeting any and all tax liabilities arising out of the Contract, except Goods and Service tax which shall be paid extra as applicable by the Procuring Entity which may be any department/board/corporation/PSE/organizations of the state.  
(v) Income tax shall be deducted from the payments to the Service Provider at source in accordance with prevalent law.  
(vi) All payment under this Contract shall be made in Indian Rupees and shall be made to the bank account of the Service Provider as intimated by him.  
(vii) The prices under the Contract shall be subject to price fall. If the Contract holder quotes/ reduces its price to render similar services or renders similar services at prices lower than the Contract prices to anyone in the State at any time during the currency of the Contract, the Contract prices shall be automatically reduced with effect from the date of reducing or quoting or performing services at lower prices, for all delivery of the services under this Contract. |
| 9.1 | Good Faith | 9.1.1 | The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
| | | | |
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 or a particular work order under it, 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, Managing Director, Rajasthan Samwad, 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 fulfill their remaining respective obligations under this Contract or a particular work order under it.

Any judicial proceedings if need to be instituted by either party, shall be instituted only in courts situated in Jaipur.
SECTION VB
SPECIAL CONDITIONS OF CONTRACT/LED VAN
Section VB: Special Conditions of Contract

1. The Service Provider shall not sublet any part of the Services to any other agency.

2. The Sites for providing the Services will be made available by Procuring Entity.

3. The design for printing will be provided by Procuring Entity. Final printing must be done only after approval of the proof by authorized officer of Procuring Entity. If after approval of the proof defects are detected in the final output, the Service Provider will have to reproduce the correct material at his own cost immediately. If delay occurs in reproducing the correct material, the Procuring Entity shall be at liberty to get the work done from any other agency at the risk and cost of the Service Provider.

4. In case of urgency the Service Provider will have to complete the Services within the given short duration for which no extra payment shall be made.

5. No advance payment shall be made, nor will any interest be paid for delay in payment, though efforts will be made to make any due payment in reasonable time period.

6. The prices of the Contract shall remain firm during currency of the Contract. No extra payment shall be made due to rise in prices of the raw materials, power, fuel, ink etc.

7. The invoice for claiming payment will be submitted by the Service Provider in 3 copies. The payment shall be made after verification of materials as per specifications and the Services performed and examination of its quality by the officer or a committee of officers nominated by Procuring Entity.

8. The Service Provider will have to provide Services with materials produced on flex, vinyl, sun board etc. of required specifications only. If any deficiency is found in specifications but the material is still acceptable, deduction shall be made as per discretion of authorized officer(s) of Procuring Entity, from the payable amount as per the RTPP ACT and Rules.
Special Conditions of LED VAN 12’X8’ & 8’X6’

Branding, Running, coordinating the Caravan Campaign in all locations as per following terms and conditions.

1. Agency will run the Vans in the locations which are pre-approved by DIPR anywhere in the State of Rajasthan.

2. Agency will be getting maximum 7 days from the date of commencement for implementation of the services to rollout the vans, the tentative rollout day will be given to agency in advance.

3. Specification of the Vehicles
   a. Each of the LED Van Should have the following Specification
      i. The Vehicle Should be a Mahindra Pickup / Tata Yodha or equivalent
      ii. Branding: All Side Flex Branding with the specification as below
      iii. LED: Outdoor, P6 with Processor / Laptop /Sending Card
      iv. Sound system: 200/250 watt dual speaker or equivalent with cordless microphones
      v. Power Back-up: Genset of 3/7.5 KVA and above
      vi. IEC Materials such as Flyers/Leaflets Danglers, Posters, Stickers, Standee etc for communication, promotion and advertising (to be provided by client)
      vii. GPS: Vehicle should have GPS device certified as per AIS 140 / AIS 004 Standard or equivalent
      viii. Hydraulic vans will be given preferences as it has a better visibility from a distance and social distancing can be maintained

4. Team Composition: Each Caravan team comprises of
   a. A Driver with Valid Driving License for the LED Van
   b. One Supervisor for the Caravan Team, must able to communicate in regional language who will coordinate with the Client representatives and capable enough to coordinate in the field.
   c. One Technician to run the LED Wall, Sound and Generator, should able to fix minor technical failures

5. Permissions
   a. Agency must comply all road safety rules as per the state transport department
   b. Each Caravan must have following documents submitted at least 5 days before launching of the campaign in order to get permission from Election Commission
      i. Registration Certificate of the Van
      ii. Fitness Certificate
      iii. Insurance of the Vehicle
      iv. Tax receipt for out of station vehicle / Road Permit
      v. Pollution certificate
      vi. Driving Licence of the Driver
c. It is the responsibility of the Agency to submit the above described documents for getting permission from respective authority, Client may facilitate the process at the authority.

d. The agency shall ensure all safety precautions for the people as per the law, it shall be liable to meet all legal requirement as required by law.

e. During the Campaign, in case any mishaps occurs due to negligence of the Caravan team, Client will not be responsible for it.

6. Branding and Content
a. The content which will run in the vans will be given by Client.

b. Agency shall ensure that Caravan should run the approved video content only.

c. Van Design will be supplied by the Client to the Agency for printing in minimum standard flex (280GSM/10 Ounce) with print quality of at least 4 pass Black-out flex, print in standard ink preferably KMC-PRO ink, without compromising on the quality of services required or Self-adhesive Vinyl wherever applicable

d. It must be ensured that there is no distortion of the photo or design while printing.

e. Agency shall ensure the branding to continue during the entire duration of the campaign. If the branding is damaged, agency shall rebrand it again within 24 hours without any additional cost to the client.

7. Operation
a. Each Caravan units Shall conduct campaign in at-least 3-4 locations per day, with the maximum running of 100 kms daily

b. The timing of the campaign shall be for 8 hours a day in any day-part during 8 AM to 8 PM, as per the direction of Client or Client representative.

c. The Campaign materials stated at clause 6-f shall be distributed by the agency as per the direction of the client and record in respect of the same should be maintained by the agency.

8. Reporting
a. All Caravan must report in the Android based mobile App approved by Client which works both Online and Offline, Agency must give a demonstration of the app to client before using it.

b. Apart from App based reporting Agency shall also get the daily report as per format in approved by DIPR

c. The reporting format in shall be made in duplicate and after that, duplicate copy shall be handed over to the Client's representative for record.

d. Every day Agency should submit the report of daily activity, as per the format in approved by Client.

e. Agency must maintain Log book in the both the vehicles, to be signed by the Client representatives on daily basis.

f. Agency will submit the final report, which will be generated from the website, reported through the mobile app. Both Soft and Hard copy of the Final Reports will be submitted to the client.
9. Supervision, Monitoring and Control
   a. Agency should ensure own supervision, monitoring and controlling team for smooth coordination and running of the campaign, the contact details of the Hub / District and state level coordinators shall be shared with client.
   b. Contact details of the Caravan campaign team including Supervisor, Technician and both the drivers shall be shared with client before launch of the campaign
   c. Any changes in the team shall be intimated to the Client.
   d. Agency should share the user id and password of the GPS monitoring website to Client, so that client can monitor the vans.
   e. During the Campaign Agency shall ensure presence of Two coordinators at Client office for smooth coordination and reporting.
   f. Agency shall be equipped to handle Crisis Management efficiently, such as break-down of vans due to mechanical, Electrical or Electronics failure. Such issues must be addressed and solved within 12-24 hours.
   g. During the campaign period of one month maximum 5 days can be allowed for maintenance of the vans.

10. Safety and security
   a. All the team members and the vehicle must be insured by the agency
   b. Before the campaign agency must test all the staff for Covid19 and all the staff must be Covid negative.
   c. All the staff members must use safety precautions such as use of mask, sanitisation practices
SECTION VI
CONTRACT FORMS
Section VI: Contract Forms

6.1 Contract Agreement

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

Empanelment of Agencies/Firms for Providing Outdoor Media services

Between

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

and

[Name of the Bidder]

Dated:
CONTRACT/ AGREEMENT

An agreement made this ............... day of ............ between .............. (hereinafter called "the Service Provide", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators) of the one part and the Government of the State of Rajasthan through Managing Director, Rajasthan Samwad (hereinafter called "the MANAGING DIRECTOR, RAJASTHAN SAMWAD" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS:

(a) The MANAGING DIRECTOR, RAJASTHAN SAMWAD has requested the Empanelled Agency to provide the services for providing Outdoor Media Services at various places in Rajasthan on Approved Rates Basis (hereinafter called "the Services").

(b) The Service Provider, having presented to the MANAGING DIRECTOR, RAJASTHAN SAMWAD 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 as and when required as per the requirement contained in a particular work order;

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 Agreement:

(a) The Statement of Outcomes of Negotiations, if any;
(b) The Financial Proposal (Bid) submitted by the Service Provider;
(c) The Special Conditions of Contract;
(d) The General Conditions of Contract;
(e) The Specifications;
(e) Instructions to Bidders/ Service Providers
(f) The Notice Inviting Bids.

The work orders which will be issued by the MANAGING DIRECTOR, RAJASTHAN SAMWAD from time to time during the period of the Contract shall also become part of this Agreement.

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The particular work order; The Statement of Outcomes of Negotiations; The Financial Proposal (Bid) submitted by the Service Provider; The Special Conditions of Contract; The General Conditions of Contract; The
Specifications; Instructions to Bidders/ Service Providers and The Notice Inviting Bids.

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 particular work order of the Procuring Entity and the Contract; and

(b) The period of the Contract shall be Two Year from the date of this Agreement which may be extended by One Year on same terms and conditions.

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 GOVERNOR OF RAJASTHAN ......................
(The MANAGING DIRECTOR, 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:

Managing Director,
Rajasthan Samwad,
Government of Rajasthan,
Secretariat, Jaipur-302 005

THIS DEED OF GUARANTEE executed on this the _________ day of
______________________ at __________________ by
_____________________
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, administrators and assigns;

In favour of, Managing Director, Rajasthan Samwad, Government of Rajasthan
having its office at Government Secretariat, Jaipur-302 005, hereinafter referred to
as "MANAGING DIRECTOR, RAJASTHAN SAMWAD", which expression shall,
unless repugnant to the context or meaning thereof include its successors in office
and assigns.

WHEREAS,
A. By the Agreement being entered into between MANAGING DIRECTOR,
RAJASTHAN SAMWAD and ____________________________, a company/ firm
incorporated under the provisions of the Companies Act, 1956/ any other law, having
its registered office/ permanent address at __________________ hereinafter
called the “Service Provider”. The Service Provider has been selected to provide the
Outdoor Media Services at various places in Rajasthan on approved rates.

B. In terms of the Contract, the Service Provider is required to furnish to MANAGING
DIRECTOR, 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 MANAGING DIRECTOR,
RAJASTHAN SAMWAD sums not exceeding in aggregate Rs. _________/- (Rupees
_________ Only), within five (5) calendar
days of receipt of a written demand therefore from MANAGING DIRECTOR, 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 MANAGING DIRECTOR, 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, MANAGING DIRECTOR, 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 MANAGING DIRECTOR, RAJASTHAN SAMWAD or any indulgence shown by MANAGING DIRECTOR, 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 MANAGING DIRECTOR, RAJASTHAN SAMWAD or any indulgence shown by MANAGING DIRECTOR, 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 fulfillment of all the obligations of the Service Provider under the Agreement, unless discharged/ released earlier by MANAGING DIRECTOR, 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 HEREBINABOVE WRITTEN.

SIGNED AND DELIVERED by

_________________________ Bank and Branch

by the hand of Shri ______________________

its _______________ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)