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

Bidding Document
for Providing Services of
Releasing of Display and Classified Advertisements in
Print Media and Electronic Media

Two Bid System

Electronic Procurement
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Disclaimer

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

B. RAJASTHAN SAMWAD, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Bidding Document.

C. 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.
Bidding Document  
for Providing Services of  
Display and Classified Advertisements in Print Media and  
Electronic Media

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>11/01/2020</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>13/01/2020</td>
</tr>
<tr>
<td>3.</td>
<td>Date upto which queries for clarifications on Bidding Document can be sent to RAJASTHAN SAMWAD</td>
<td>21/01/2020</td>
</tr>
<tr>
<td>4.</td>
<td>Date of Pre-bid conference (if required)</td>
<td>Not required</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 5.00 PM of 28/01/2020</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 RAJASTHAN SAMWAD at Jaipur</td>
<td>Between 10 AM to 01 PM of 29/01/2020</td>
</tr>
<tr>
<td>7.</td>
<td>Time and date of opening of Technical Bids</td>
<td>3.00 PM of 29/01/2020</td>
</tr>
<tr>
<td>8.</td>
<td>Time and date of power point presentation by Bidders</td>
<td>To be declared later</td>
</tr>
<tr>
<td>9.</td>
<td>Time and date of opening of Financial Bids</td>
<td>To be declared later</td>
</tr>
</tbody>
</table>
(NIB for Publication on State Public Procurement Portal)

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)

NOTICE INVITING PROPOSALS (BIDS)

NIB No...13......................Date...08/01/2020

1. Two-Envelopes bid (unconditional Technical and Financial Bids) is invited electronically by RAJASTHAN SAMWAD for empanelment of advertisement agencies for Providing Services of Releasing of Display and Classified Advertisements in Print Media and Electronic Media. 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 Contract</th>
<th>Validity period of Bids</th>
<th>Processi ng 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.800 Lakh</td>
<td>Rs.16.00 Lakh</td>
<td>12 months</td>
<td>90 Days</td>
<td>Rs.1,000</td>
<td>Rs.1,000</td>
<td>Upto 5.00 PM of 28/4/2020</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

3. Technical and Financial Bids, duly digitally signed by the bidder on all pages and serially numbered, enclosed in separate two covers, and a third cover containing scanned copies of documents of payment of price of Bidding Document, electronic bid processing fee (both being non-refundable) and Bid Security must be submitted electronically to the RAJASTHAN SAMWAD on the e-procurement portal http://eproc.rajasthan.gov.in by using your ID, password and digital signature certificate, latest upto 5.00 PM of 28/4/2020

4. The instruments of payment of price of Rupees 1000 of the Bidding Document and the amount of bid security of Rupees Sixteen Lakh must be in the form of two separate bank demand draft/s banker’s cheques of a Scheduled Bank in India drawn in the name of Managing Director, RAJASTHAN SAMWAD, payable at Jaipur (bid security may also be deposited in the form of bank guarantee issued by a Scheduled Bank in India in the specified given format). The electronic bid processing fee of
Rupees 1000 must be paid by another separate bank demand draft/ banker’s cheque of a Scheduled Bank in India drawn in the name of Managing Director, RISL payable at Jaipur. All these three original instruments of payment must be submitted physically in a sealed cover by the Bidder to the office of RAJASTHAN SAMWAD, Department of Information and Public Relation, Government Secretariat, Jaipur between 10 AM to 01 PM of 29-1-2020.

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 29-1-2020 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 RAJASTHAN SAMWAD is not bound to accept the successful Bid and may reject any or all Bids without assigning any reason thereof.

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

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

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

Two-Envelopes (unconditional Technical and Financial Bids) is invited electronically by RAJASTHAN SAMWAD for empanelment of advertisement agencies for Providing Services of Releasing of Display and Classified Advertisements in Print Media and Electronic Media. 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 Contract</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.800 Lakh</td>
<td>Rs.16.00 Lakh</td>
<td>12 months</td>
<td>90 Days</td>
<td>Rs.1,000</td>
<td>Rs.1,000</td>
<td>Upto 5.00 PM of 28/1/2020</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](http://sppp.rajasthan.gov.in) or e-procurement portal [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) and its non-refundable price may be paid along with processing fee and bid security amount at the time of submission of the bid by banker’s cheque, demand draft, bank guarantee of a Scheduled Bank in India as specified in the bidding document.

Managing Director,
Rajasthan Samwad,
Jaipur
Section I
Instruction to Bidders
and Bid Data
(ITB)
<table>
<thead>
<tr>
<th>S.No</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1.   | General                             | 1.1.1      | Managing Director, Rajasthan Samwad is the Procuring Entity which has invited the Bids from eligible and qualified Bidders for selecting, in accordance with the procedure of selection specified in this Bidding Document, for Providing Services of Releasing of Display and Classified Advertisements in Print Media and Electronic Media.  

The detailed Scope of the Services has been given in Terms of Reference.  

The duration of the present Contract is 12 months. |
| 1.1  | Scope of Services                   |            |                                                                                                                                          |
| 1.2  | Cost of the Project                 | 1.2.1      | Service Providers shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.              |
| 2.   | Code of Integrity, Conflict of Interest, etc. |            |                                                                                                                                          |
| 2.1  | Conflict of Interest                | 2.1.1      | The Service Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the RAJASTHAN SAMWAD. |
| 2.2  | Conflicting activities              | 2.2.1      | Service Providers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the RAJASTHAN SAMWAD. |
| 2.3  | Code of Integrity                   | 2.3.1      | 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 as per RTPP Rules. |
| 2.4  | Breach of Code of Integrity by the Bidder | 2.4.1      | The RAJASTHAN SAMWAD shall, notwithstanding anything to the contrary contained in this Bidding Document, reject a Proposal without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider has, directly or indirectly or through an agent, engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process or in execution of the Contract. |
## 3. Eligibility

### 3.1 General

#### 3.1.1
A bidder may be a natural person private entity, government-owned entity or, where permitted in the bidding documents, any combination of them with a formal intent to enter into an agreement.

#### 3.1.2
A Bidder shall not be eligible to apply for this Services Contract in case it has been debarred by Government of Rajasthan or the Department of Information and Public Relations or Rajasthan Samwad under section 46 of the Act.

#### 3.1.3
The Bidder must disclose if he/ she has any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

#### 3.1.4
The Bidder shall have to submit proof of registration for the Goods and Services Tax and Permanent Account Number (PAN) under Income Tax Act.

#### 3.1.5
The Bidder must fulfill the Qualification Criteria as given in Section II of this RFP.

### 3.2 Only one Proposal by one Bidder

#### 3.2.1
A Bidder shall submit only one Proposal If a Service Provider submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same individual key technical personnel, in more than one Proposal.

## 4. Contents of Bidding Document (RFP)

### 4.1 Sections of the Bidding Document (RFP)

#### 4.1.1
The Request for Proposal along with the complete Bidding Document shall be placed on the State Public Procurement Portal, http://sppp.rajasthan.gov.in and e-procurement portal http://eproc.rajasthan.gov.in The Bidders may download the Bidding Document from these portals. The non-refundable price of the Bidding Document may be paid along with the Bid Security.

#### 4.1.2
The instruments of payment of price of Rupees 1000 of the Bidding Document and the amount of bid security of Rupees Sixteen Lakh only 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 given format). These two original instruments of payment and another bank demand draft/ banker's cheque of Rs.1000 of a Scheduled Bank in India drawn in the name of Managing Director, RISL, payable at Jaipur for e-procurement processing fee must be submitted in a sealed cover in the office of RAJASTHAN SAMWAD between 10 AM to 01 PM on the day of opening of Bids.

4.1.3 The RAJASTHAN SAMWAD is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the State Public Procurement Portal or e-procurement portal.

4.2 Clarification of Bidding Document

4.2.1 The Bidder shall be deemed to have carefully examined the Bidding procedure, Evaluation and Qualification Criteria, Conditions of 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 procedure, Evaluation and Qualification Criteria, Conditions of Contract, Terms of Reference etc., it shall, before submitting the Bid, refer the same to the RAJASTHAN SAMWAD and get clarifications on rajasthanansamwad2002@gmail.com

4.2.2 The Bidders are requested to submit their questions as a word document format only quoting section, page number and clause number in writing or by e-mail in the format Bidding Forms.

4.3 Amendment of Bidding Document

4.3.1 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.

5. Preparation of Bids

5.1 Cost of Bidding

5.1.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the RAJASTHAN SAMWAD shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.1.2 The Bidder shall furnish the self attested copies of the following documents with its Bid:-
   i. Certificate of registration under Rajasthan Shops and Commercial Establishments Act in case of a proprietorship firm.
   ii. Partnership Deed and valid registration
iii. 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 authority.


v. Address of office, telephone, fax numbers, e-mail address.

vi. Power of attorney in favour of the person signing the Bid and his contact details in the format given in Section IV [Bidding Forms].

<table>
<thead>
<tr>
<th>5.2</th>
<th>Language of Bid</th>
<th>5.2.1</th>
<th>The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the RAJASTHAN SAMWAD, shall be written in English language.</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.3</td>
<td>Documents Comprising the Bid</td>
<td>5.3.1</td>
<td>The Bid shall comprise of two covers, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal.</td>
</tr>
</tbody>
</table>

In one more cover or in the cover of Technical Bid/ Proposal, 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.

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

<table>
<thead>
<tr>
<th>5.3.2</th>
<th>The Financial Bid/ Price Proposal shall contain the following:</th>
</tr>
</thead>
</table>

Financial Bid/ Price Proposal Submission Sheet and the Price Schedule in the specified format. The Financial Bid must be submitted in excel sheets only available in the e-Procurement Portal.
<table>
<thead>
<tr>
<th>5.4</th>
<th>Technical Proposal Format and Content</th>
<th>5.4.1</th>
<th>The Technical Proposal should include: Brief description of the Service Providers' organization (approximately 4-5 Pages) or Profile of Service Provider/Advertisement Agencies can be attached and an outline of the required experience. Information on required turnover, number of employees, equipments, branch offices etc. as required.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>5.4.1.1</td>
<td>A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organisation and staffing schedule.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.4.2</td>
<td>The Technical Proposal shall not include any financial information.</td>
</tr>
<tr>
<td>5.5</td>
<td>Currencies of Proposal and Payments</td>
<td>5.5.1</td>
<td>The unit rates and the Prices shall be quoted by the Service Providers entirely in Indian Rupees and all payments shall be made in Indian Rupees.</td>
</tr>
<tr>
<td>5.6</td>
<td>Taxes</td>
<td>5.6.1</td>
<td>The Service Provider and Personnel are responsible for meeting all tax liabilities arising out of the Contract, except Goods and Services tax which shall be paid extra by RAJASTHAN SAMWAD.</td>
</tr>
<tr>
<td>5.7</td>
<td>Period of validity of Bid</td>
<td>5.7.1</td>
<td>The Service Providers' Proposals must remain valid for 90 Days after the last date of submission of Proposals.</td>
</tr>
<tr>
<td>5.8</td>
<td>Bid Security</td>
<td>5.8.1</td>
<td>The Bidder shall furnish as part of its Bid, a Bid Security. The amount of Bid Security shall be Rs. 16 Lakh (Rupees Sixteen Lakh only). In case of Micro and Small Enterprises of Rajasthan it shall be 0.5% of the Bid amount i.e. Rupees Four Lakh, provided a self attested copy of valid registration certificate issued by authority is enclosed with the Bid.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.8.2</td>
<td>The Bid Security may be given in the form of a banker's Cheque or demand draft or bank guarantee of a Scheduled Bank in India, in specified format included Bidding Forms.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.8.3</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.8.4</td>
<td>The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmor does not preclude the RAJASTHAN SAMWAD from rejecting the Bid.</td>
</tr>
<tr>
<td>5.8.5</td>
<td>The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security by successful Bidder.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 5.8.6 | The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:-  
   i. when the Bidder withdraws or modifies his Bid after opening of Bids; or  
   ii. when the selected Bidder does not execute the Contract agreement after issue of letter of acceptance of its Proposal within the specified time period; or  
   iii. when the Bidder fails to commence the Services within the time limit specified; or  
   iv. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules or as specified in these ITR |
| 5.9 | Format and Signing of Bid | 5.9.1 | All pages of the Technical and Financial Bid shall be digitally signed by the Bidder or 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

| 6.1 | Sealing and Marking of Bids | 6.1.1 | Bidders shall submit their Bids to the Procuring Entity electronically only on the e-procurement portal, [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in). |
| 6.1.2 | The Bidder shall enclose the Technical Bid and the Financial Bid in two separate covers. |

| 6.2 | Deadline for Submission of Bids | 6.2.1 | Bids shall be submitted electronically only upto the time and date specified in the Notice Inviting Bids, that is upto 5.00 PM of 28/4/2020 or an extension issued thereof. |
| 6.3 | Withdrawal, Substitution and Modification of Bids | 6.3.1 | No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity. |
| 6.4 | Bid Opening | 6.4.1 | The electronic Technical Bids shall be opened by the Bids opening committee constituted by the RAJASTHAN SAMWAD at 3.00 PM of -/-/-2020 at the office of RAJASTHAN SAMWAD, Department of Information and Public Relations Campus, Government Secretariat, Jaipur in the presence of the Bidders or their authorised representatives, who choose to be present. |
|       |       | 6.4.2 | The Financial Bids shall be kept unopened until the time of opening of the Financial Bids. |
|       |       | 6.4.3 | The Bids opening committee shall conduct the electronic opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the RAJASTHAN SAMWAD. |
|       |       | 6.4.4 | All covers containing the Financial Bids 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. |

<p>| 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 RAJASTHAN SAMWAD on any matter related to its Technical and/ or Financial Proposal, except when invited by RAJASTHAN SAMWAD to give their presentations on Technical Bids. Any effort by Service Providers to influence the 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. |</p>
<table>
<thead>
<tr>
<th>7.2</th>
<th>Clarification of Technical or Financial Bids</th>
<th>7.2.1</th>
<th>To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid. The committee’s request for clarification and the response of the Bidder shall be in writing.</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.3</td>
<td>Correction of Arithmetical Errors in Financial Bids</td>
<td>7.3.1</td>
<td>Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid as per Rules.</td>
</tr>
<tr>
<td>7.4</td>
<td>Responsiveness of Technical or Financial Bids</td>
<td>7.4.1</td>
<td>The RAJASTHAN SAMWAD’s determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7.4.2</td>
<td>If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the RAJASTHAN SAMWAD and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</td>
</tr>
<tr>
<td>7.5</td>
<td>Evaluation of Technical Proposals</td>
<td>7.5.1</td>
<td>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</td>
</tr>
<tr>
<td>7.6</td>
<td>Taxes</td>
<td>7.6.1</td>
<td>Income Tax shall be deducted by RAJASTHAN SAMWAD at source from all payments made to the Service Provider as per provisions of prevalent Income Tax law. Goods and Services Tax, as applicable, shall be paid extra by RAJASTHAN SAMWAD to the Service Provider which in turn shall be paid to the concerned authority by the Service Provider.</td>
</tr>
</tbody>
</table>

8. Negotiations and Clarifications

<table>
<thead>
<tr>
<th>8.1</th>
<th>Financial negotiations or clarifications</th>
<th>8.1.1</th>
<th>Negotiations can be conducted only if the rates quotes are considered much higher.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>8.1.2</td>
<td>The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.</td>
</tr>
</tbody>
</table>
9. Award of Contract

<table>
<thead>
<tr>
<th>9.1 Award of Contract</th>
<th>9.1.1</th>
<th>After completing negotiations and clarifications and prior to the expiration of the period of validity of the Proposal, the 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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1.2</td>
<td>Agencies will be empanelled enlisted and a procurement contract on agreement shall entered.</td>
<td></td>
</tr>
<tr>
<td>9.2 Performance Security</td>
<td>9.2.1</td>
<td>Performance Security of amounting 5% of the Procurement order will be deposited to the procuring entity on issuance of work order.</td>
</tr>
<tr>
<td>9.3 Payments</td>
<td>9.3.1</td>
<td>(i) All payments shall be made in Indian Rupees. (ii) The Service Provider with whom the Contract is entered by RAJASTHAN SAMWAD shall be required to design the giver release advertisement/advertisorial etc. ordered by RAJASTHAN SAMWAD, DIPR or any other procuring entity, get it approved from the ordering entity, submit it to Rajasthan Samwad for releasing to newspapers/ periodicals etc. as per the media plan and ensure correct and timely publication in those newspapers/ periodicals etc. It shall then take from RAJASTHAN SAMWAD the bill of its share of 15 percent amount of the total release amount and deliver it to the concerned ordering entity for payment to Rajasthan Samwad and pursue it. When RAJASTHAN SAMWAD’s receives due payment of its share, the Service Provider shall submit the bill for its service charges in triplicate to RAJASTHAN SAMWAD for payment. RAJASTHAN SAMWAD after verification of the claim will make payment to the Service Provider. (iii) Goods and Services Tax will be paid extra on service charges to the Service Provider.</td>
</tr>
</tbody>
</table>

10. Grievance Redressal during procurement process

| 10.1 Grievance Redressal | 10.1.1 | First Appellate Authority: The Commissioner, Department of Information and Public Relations, Government of Rajasthan, Secretariat, Jaipur-302005 Second Appellate Authority: The Principal Secretary (Department of Information and Public Relations, 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 RAJASTHAN SAMWAD is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, 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 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 RAJASTHAN SAMWAD is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the 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 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

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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 any other body registered under respective law of India.

II. The Bidder must not have been debarred by the State Government or Rajasthan Samwad or Department of Information and Public Relations. The Bidder must declare that there is no any previous transgression by him with any entity in India or any other country during the last three years and there is no debarment by any other procuring entity.

III. The Bidder must be an advertising agency only, working in the field of advertising services release of advertisements to print media of State Government Departments/State Public Sector Enterprises of Rajasthan, Central Government Departments/Central Public Sector Enterprises, reputed private enterprises for at least last FIVE years.

IV. The Bidder must have full and valid recognition by I.N.S.

V. The Bidder must have an average annual turnover of three last financial years of at least Rupees 15 Crores from production and media releases. Audited annual accounts of the firm and a certificate of statutory auditor of the Bidder about the figures of turnover must be attached with the Bid for this purpose.

VI. The Bidder must have enclosed orders and designs of released advertisements to print media from State Government Departments/State Public Sector Enterprises of Rajasthan, Central Government Departments/Central Public Sector Enterprises/Private Firms.

VII. The Bidder must have a furnished office at Jaipur with minimum area of 500 Square Feet with equipments and personnel.

VIII. The Bidder must have a dedicated team of minimum following experienced personnel deployed in his office at Jaipur.
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Title</th>
<th>Required Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Media Manager (Schedule Incharge)</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Graphic Designers</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Copywriters (Hindi and English)</td>
<td>2 (One each for Hindi and English)</td>
</tr>
<tr>
<td>4</td>
<td>Proof Readers (Hindi and English)</td>
<td>2 (One each for Hindi and English)</td>
</tr>
<tr>
<td>5</td>
<td>Accounts Executive</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Marketing Executive</td>
<td>4</td>
</tr>
</tbody>
</table>

IX. The Bidder must have following minimum equipments which must be available in his Jaipur office:-

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of Equipment</th>
<th>Required Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Well equipped studio</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Computers</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Laptops</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Printers</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>Scanners</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>High resolution camera</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>Internet connections</td>
<td>2</td>
</tr>
<tr>
<td>9</td>
<td>Generator/ Invertors</td>
<td>1</td>
</tr>
</tbody>
</table>

X. A committee of officers of RAJASTHAN SAMWAD may visit the premises of office of the Bidder in Jaipur to confirm the availability of the stated personnel and equipments and other facilities with the Bidder. The Bidder must provide in his Bid the complete address of the premises of his office where inspection can be done. The name and contact numbers of a responsible person be also given who may be contacted for the visit.

XI. If benefits of being a Micro and Small Enterprise of Rajasthan are claimed by the Bidder for concession in the amounts of Bid Security and Performance Security, then copy of certificate issued by authorized officer of the Department of Industries of Rajasthan valid for claiming such benefits must be attached with the Bid.

XII. The Bidder must be registered for Goods and Services Tax.

XIII. The Bidder must have PAN number issued by Income Tax Department.
B. Evaluation Criteria

1. Evaluation of Technical Proposals (Bids)

The evaluation of the Technical Proposals/ Bids will be done by on the basis of all the qualification criteria registration, no debarment experience, INS accreditation, turnover, furnished office at Jaipur, experienced personeel, equipments and infrastructure. Minimum qualified marks shall be avoided by the evaluation committee.

i. The Bidders who are found eligible and qualified on the mandatory criteria of eligibility and qualifications will be required to make a power point presentation (not more than 10 minutes) to show their organizational strengths and providing services and planning and release of advertisements to print and electronic media in the past etc. to a committee constituted for this purpose on the time and date to be intimated to the Bidders later. Ten best agencies (maximum) will be selected/qualified technically.

ii. Financial Bids of only those technically qualified Bidders shall be opened who secure minimum 100 (60+40) marks in evaluation of their Technical Bids and Presentation.

2. Evaluation of Financial Proposals (Bids)

As the evaluation is to be done on Quality basis and technical bid, Panel of qualified agencies will be formed at the agreeable and determined rate.
Section III
Terms of Reference
Section III: Terms of Reference

1. Background

1.1 Department of Information & Public Relations (DIPR) and RAJASTHAN SAMWAD act as an important channel between the State Government and the people of the State. Rajasthan Samwad is an autonomous body, the major function of the organisation is to release display advertisements of all Government bodies in the Print and Electronic Media.

1.2 In this context, RAJASTHAN SAMWAD which releases Advertisements for all Departments/Boards/Corporations/Organisations of the State requires the services of advertising agencies to release these advertisements etc. to print media and electronic media.

1.3 RAJASTHAN SAMWAD gets as its share, an amount of 15 percent of the total amount which a media house charges from the concerned procuring entity for publication of an advertisement/advertorial etc. RAJASTHAN SAMWAD is ready to part with some amount from its 15 percent share and pay as service charges to the Service Provider(s) for providing the services of designing, producing, releasing the advertisement/advertorial etc. to print media and pursuing and ensuring the timely payment of 15 percent amount to RAJASTHAN SAMWAD.

2. Objectives and Scope of Work

2.1 The main objective of the present assignment is to provide services of releasing the Government related display advertisements/advertisements, Classified etc. to print and electronic media as and when required by RAJASTHAN SAMWAD, DIPR other Government departments/public sector enterprises etc. and ensure their correct and timely publication as per the given schedule.

2.2 The selected Service Provider(s) will be required to provide the said services within the given time, as and when asked for and get them approved from the concerned authority of RAJASTHAN SAMWAD/DIPR or the concerned procuring entity.

2.3 The Services will include mainy approved advertisement/advertorial etc. to RAJASTHAN SAMWAD for release to concerned newspaper(s), periodical(s) etc. However if required services of designing, inserting graphics, proofreading sorting will be taken in urgent circumstances. The Service Provider will then ensure correct and timely publication of the advertisement/advertorial etc. as per the schedule given.
2.4 RAJASTHAN SAMWAD will raise the bill against the concerned procuring entity to claim its 15 percent share of the total amount to be charged by the media house. The Service Provider will collect such bill from RAJASTHAN SAMWAD and deliver it to the procuring entity for payment.

2.5 The Service Provider will sincerely follow up with the concerned procuring entity the payment to RAJASTHAN SAMWAD and make his best efforts and ensure that the payment is done within one month of issue of the bill for claim.

2.6 Only after receipt of payment of its 15 percent share by RAJASTHAN SAMWAD from the concerned procuring entity, the Service Provider will be able to raise the bill for claim of his service charges and RAJASTHAN SAMWAD after verification, will make payment to the Service Provider as per terms and conditions of the Contract.

2.7 The selected Service Provider shall not sublet or assign the Contract or its substantial part to any other agency or organization.

3. Conditions of Contract

3.1 The empanelled agencies of rajasthan samwad shall be entitled to get work order on behalf of rajasthan samwad from all State Government Departments/Borads/Corporations/Public Sector Enterprises of Rajasthan/other organisations of the state on the approved rates. However no guarantee is given to the Service Provider regarding the quantity of the Services which will be required to be obtained during the period of the Agreement; hence no claim can be made by the Service Provider in this regard. The value of the Services to be obtained as shown in the Notice Inviting Bids is tentative.

4. Project Duration

4.1 The duration of the present Assignment is One Year which may further be extended by another One Year on the same terms and conditions as per conditions of RTPP Rules.
Section IV : Bidding Forms
Technical Proposal (Bid)
Form TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM

(On the letter head of the Bidder) {Location, Date}

To

The Managing Director,
RAJASTHAN SAMWAD,
Department of Information and Public Relations campus,
Government Secretariat, Jaipur-302 005

Dear Sirs,

We, the undersigned, offer to provide the services of Releasing of Display and Classified Advertisements in Print and Electronic Media in accordance with your Request for Proposals No. [Insert Number] dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal in separate covers.

We hereby declare that:

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

(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 declare that we meet the Eligibility and Qualification criteria as required in the RFP Document;

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

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

Signed

[Signature]

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(g) Our firm, its affiliates or subsidiaries for any part of a Contract have not been debarred/ blacklisted by the State Government, RAJASTHAN SAMWAD, DIPR or any other procuring entity and that we did not commit any transgression with any entity in India or abroad during the last three years;

(h) We agree to permit Government of Rajasthan or the 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;

(i) 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;

(j) We understand that the RAJASTHAN SAMWAD is not bound to accept any Proposal that it receives and may reject any or all proposals.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ____________________________
Name and Title of Signatory: ____________________________
Name of Service Provider (firm’s/ company’s name): ____________________________
In the capacity of: ____________________________
Address: ____________________________
Contact information (phone and e mail): ____________________________
Form TECH-2
SERVICE PROVIDER’S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Service Provider’s organization and an outline of the recent experience of the Service Provider that is most relevant to the assignment.

A - Bidder’s Organization

1. Bidder’s Details

Fill in the required details in following Table:-

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

2. Provide here a brief description of the background and organization of your firm.
(Attach organizational chart, a list of Board of Directors, and beneficial ownership. Also attach a list of your present corporate and Government clients).
3. Provide dates of registration of the company/ firm/ organization and commencement of business.

(Enclose self attested copies)

4. The Bidder must be in the field of providing advertising services including production and release of advertisements to print media, to Sate Government Departments/ State Public Sector Enterprises of Rajasthan, Central Government Departments/ Central Public Sector Enterprises reputed private enterprises for minimum last FIVE years.

(Enclose self attested copies of work orders).

5. Provide figures of financial turnover of the Firm for preceding for last three financial years.

(Enclose copies of audited statements of accounts.)

6. The Bidder must have a furnished office at Jaipur with minimum area of 500 Square Feet with required equipments and personnel

(Enclose required documents).

7. If benefits of being a Micro and Small Enterprise of Rajasthan are claimed by the Bidder for concession in the amounts of Bid Security and Performance Security then copy of certificate issued by authorized officer of the Department of Industries of Rajasthan valid for claiming such benefits must be attached with the Bid.

8. The Bidder must be registered with I.N.S.

(Enclose copy of registration with I.N.S.)

9. The Bidder must be registered for Goods and Services Tax.

(Enclose copy of registration for GST.)

10. The Bidder must have Permanent Account Number (PAN) for income tax.

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

11. Enclose declaration that the Firm has not been debarred or black listed by RAJASTHAN SAMWAD or Government of Rajasthan and that it did not commit any previous transgression with any entity in India or any other country during the last three years and there is no debarment by any other procuring entity.
Form TECH-3

PART-I : TEAM COMPOSITION

{Please provide here the details of the composition of the Team of Key Personnel proposed to be deputed for the Assignment. The CVs of the Team members should be annexed.}

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Title of the position in Team and Number</th>
<th>Name(s) of the Key Person(s)</th>
<th>Qualifications</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Media Manager (Schedule Incharge) (1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Graphic Designer (2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Proof Readers (Hindi and English) (2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(One each for Hindi and English)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Accounts Executive (1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Marketing Executive (4)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S.No.</td>
<td>Name of Equipment</td>
<td>Required Number(s)</td>
<td>Actual Number Available</td>
<td>Make/Model</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------</td>
<td>--------------------</td>
<td>-------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>1</td>
<td>Well equipped studio</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Computers</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Laptops</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Printers</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Scanners</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>High resolution camera</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Internet connections</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Generator/ Invertors</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Well equipped studio</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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:

The Managing Director,
RAJASTHAN SAMWAD,
Department of Information and Public Relations campus,
Government Secretariat, Jaipur-302 005

Date: [insert date]

GUARANTEE No.: [insert number]

We have been informed that [insert name of the Service Provider] (hereinafter called “the Service Provider”) has submitted to you its Proposal dated [insert date] (hereinafter called "the Proposal") for selection of agency for providing services of Releasing of Display and Classified Advertisements in Print Media and Electronic Media under Request for Proposals No. [insert RFP number] ("the RFP").

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

At the request of the Service Provider, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures][insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Service Provider is in breach of its obligation(s) under the Proposal conditions, without questioning the grounds of your demand, because the Service Provider:

(a) has withdrawn its Proposal during the period of Proposal validity specified by the Service Provider in the Form of Proposal; or
(b) having been notified of the acceptance of its Proposal by the RAJASTHAN SAMWAD, Jaipur during the period of Proposal validity,

(i) fails or refuses to execute the Contract Form, if required,
(ii) does not accept the correction of errors in accordance with the ITB, or
(iii) breaches any provision of the Code of Integrity specified in ITB;

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 ________________________________________

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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 the Managing Director, RAJASTHAN SAMWAD, DIPR Campus, Secretariat, Jaipur-302 005 for selection of agency for providing the services of Releasing of Display and Classified Advertisements in Print Media and Electronic Media in response to their Request for Proposal No............... Dated ............... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;
1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the RAJASTHAN SAMWAD;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings and that we did not commit any transgression with any entity in India or abroad during the last three years;
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 authorise Mr / Ms...........................................(name and residential address) who is presently employed with us and holding the position of .......................................................... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our RFP for providing the services of Releasing of Display and Classified Advertisements in Print Media and Electronic Media including signing and submission of all documents and providing information/ responses to RAJASTHAN SAMWAD in all matters in connection with our Application for the said Assignment.

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

Dated this the Day .......... of ..................................

Accepted

Signature and Name

Signature, Name and designation of the Bidder

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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 RAJASTHAN SAMWAD</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
Financial Proposal (Bid)
FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To

The Managing Director,
RAJASTHAN SAMWAD,
Department of Information and Public Relations campus,
Government Secretariat, Jaipur-302 005

Dear Sirs,

1. We, the undersigned, offer to provide the services of Releasing of Display and Classified Advertisements in Print Media and Electronic Media 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 design without any condition:

INSTRUCTION: The Bidder has to fill up his Financial/ Price Bid only in the excel sheets provided on e-Procurement Portal for this purpose and not in the table below, otherwise his Bid shall be rendered invalid. He should only sign in the end of this Form FIN-1 in token of having accepted the conditions given hereunder.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>ITEM</th>
<th>Unit</th>
<th>Rate in Percent of the total amount of the Media Firm's Bill excluding GST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Service Charges for providing the Services of releasing of Display/Classified Advertisements/ Advertisials etc. in Print Media/Electronic Media as per Terms of Reference and Conditions of the Contract.</td>
<td>As percentage of the total amount charged by a Media Firm</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Display (Print)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Classified Advertisements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Electronic Media</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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3. Our prices include all our expenses and taxes except Goods and Services Tax which shall be paid extra by RAJASTHAN SAMWAD extra for onward payment to GST authority.

4. Our prices include expenses on remuneration for all the Personnel in the field, office etc., labour, equipment, surveys, printing, overhead charges, travelling, boarding and lodging and out of pocket expenses, documentation and communication during the period of the Contract.

5. The offer prices quoted shall remain firm during the period of Contract.

6. 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.

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

8. We understand that we shall not be entitled for receiving the payment of our service charges unless we pursue and become successful in our efforts that RAJASTHAN SAMWAD receives from the concerned procuring entity its due payment of its share of 15 percent amount.

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]

[Signature]

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Section V
General Conditions of Contract
Section V : General Conditions of Contract

1. Code of Integrity

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

2. 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>2.1</td>
<td>Forfeiture of BidSecurity</td>
<td>2.1.1</td>
<td>The amount of Performance Security in full or in part may be forfeited by RAJASTHAN SAMWAD in any of the following cases:- (a) If the Service Provider fails to commence the Services under the Contract or a particular work order within the specified time period given to it. (b) Withdraws from the process after opening of the bids.</td>
</tr>
</tbody>
</table>

3. Termination

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Extension in Period of deliverables and Liquidated Damages</td>
<td>3.1.1</td>
<td>If the Service Provider considers at any time during the performance of the Contract that he is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing immediately on the occurrence of cause of hindrance to the RAJASTHAN SAMWAD or the procuring entity to extend the period of completion of a task pertaining to a particular work order. The RAJASTHAN SAMWAD or the procuring entity, after considering the reasons and justifications, may extend the period with or without liquidated damages. The RAJASTHAN SAMWAD, except in case of an event of Force Majeure or reasons beyond the control of the Service Provider, shall be entitled to impose on the Service Provider, liquidated damages of 1% of the amount of the particular work order for each day of delay for deliverables after the stipulated date However, the liquidated damages shall not exceed a total of 10% of the Contract amount.</td>
</tr>
</tbody>
</table>
### 4. 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>4.1</td>
<td>Conflict of Interests</td>
<td>4.1.1</td>
<td>The Service Provider shall hold the RAJASTHAN SAMWAD’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</td>
</tr>
<tr>
<td>4.2</td>
<td>Service Provider Not to Benefit from Commissions, Discounts, etc</td>
<td>4.2.1</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>4.3</td>
<td>Prohibition of Conflicting Activities</td>
<td>4.3.1</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>
</tr>
<tr>
<td>4.4</td>
<td>Confidentiality</td>
<td>4.4.1</td>
<td>Except with the prior written consent of the RAJASTHAN 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>4.5</td>
<td>Liability of the Service Provider</td>
<td>4.5.1</td>
<td>The Service Provider’s liability under this Contract shall be as per the Applicable Law.</td>
</tr>
</tbody>
</table>

### 5. Obligations of the Client (RAJASTHAN SAMWAD)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Assistance by RAJASTHAN SAMWAD</td>
<td>5.1.1</td>
<td>The RAJASTHAN SAMWAD shall use its best efforts to:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.1.1.1</td>
<td>Assist the Service Provider in obtaining permits and such other documents as shall be necessary to enable the Service Provider to perform the Services.</td>
</tr>
</tbody>
</table>
5.1.2 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.

5.1.3 Provide to the Service Provider, and Personnel any such other assistance as may be requested by the Service Provider and agreed by RAJASTHAN SAMWAD.

5.2 Access to Project Site

5.2.1 The RAJASTHAN SAMWAD warrants that the Service Provider shall have, free of charge, unimpeded access to project site in respect of which access is required for the performance of the Services.

6. Settlement of disputes

**Amicable Settlement**
The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Contract 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, Additional Chief Secretary/ Principal Secretary/ Secretary, Department of Information and Public Relations, Government Rajasthan. Arbitration proceedings shall be conducted at Jaipur and the award shall be made in English or Hindi language. Following are agreed:

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

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Contract or a particular work order under it.

**Judicial Proceedings**
Any judicial proceedings if need to be instituted by either party, shall be instituted only in courts situated in Jaipur.
SECTION VI

CONTRACT FORMS
Section VI : Contract Forms

6.1 Agreement

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

Between

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

and

[Name of the Bidder]
Dated:

AGREEMENT

An agreement made this ............ day of ............ between ............ (hereinafter called "the Service Provider", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators) of the one part and the Managing Director, RAJASTHAN SAMWAD, Department of Information and Public Relations Campus, Government Secretariat, Jaipur (hereinafter called "the 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 RAJASTHAN SAMWAD has requested the Service Provider to provide the services of Releasing of Display and Classified Advertisements in Print Media and Electronic Media on Contract Basis (hereinafter called "the Services").

(b) The Service Provider, having presented to the 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 and the Service Provider has deposited the required Performance Security of Rupees ----------------- in the form of ------------------------------- for due performance of the Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) The Letter of Acceptance and Work Orders issued by RAJASTHAN SAMWAD or other procuring entities
(a) The finally accepted Financial Bid of the Service Provider
(b) Finally agreed Terms of Reference
(d) The General Conditions of Contract
(e) List of Key Personnel
(f) The Technical Bid submitted by the Service Provider
(g) Notice Inviting Bids/ Proposals
(h) Bidding Forms

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Letter of Acceptance and Work Orders issued by RAJASTHAN SAMWAD or other procuring entities; The finally accepted Financial Bid of the Service Provider; Finally agreed Terms of Reference; the General
Conditions of Contract; List of Key Personnel; the Technical Bid submitted by the Service Provider; Instruction to Bidders/ Service Providers; Notice Inviting Bids/ Proposals.

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 Work Order and the Contract; and

(b) the RAJASTHAN SAMWAD shall make payments to the Service Provider at the rates finally agreed in the negotiations, if any, excluding Goods and Services Tax which shall be paid extra, in accordance with the terms and conditions of the Contract.

(c) The period of the Contract shall be 12 months from the date of this Agreement which may be extended by 12 months on same terms and conditions as per conditions of RTPP Rules.

3. The procedure of imposing liquidated damages and its amount and Settlement of Disputes shall be as contained in the General Conditions of Contract.

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

Witness 1

FOR AND ON BEHALF OF .................................
(The Service Provider)

Witness 2

(Name)

(Designation)

(Address)

Witness 1

FOR AND ON BEHALF OF THE RAJASTHAN SAMWAD ......................
Managing Director
(Name)

Witness 2

Official Seal
6.2 Format of Bank Guarantee for Performance Security

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

Beneficiary:

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

THIS DEED OF GUARANTEE executed on this the ________ day of
_______________________ at __________________________ by

(Name of the Bank) having its Head/ Registered office at
__________________________ hereinafter referred to as “the Guarantor” which
expression shall unless it be repugnant to the subject or context thereof include
successors, administrators and assigns;

In favour of, The Director, Department of Information and Public Relations,
Government of Rajasthan having its office at Government Secretariat, Jaipur-
302005, hereinafter referred to as “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 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 for providing the Services of Releasing of
Display and Classified Advertisements in Print Media and Electronic Media on
Contract Basis.

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

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance
by the Service Provider of all its obligations relating to the Assignment during the
Agreement Period or extension thereof.

2. The Guarantor shall, without demur, pay to RAJASTHAN SAMWAD sums not
exceeding in aggregate Rs. ________/ (Rupees _________ Only), within five (5)

[Signature]
calendar days of receipt of a written demand therefor from RAJASTHAN SAMWAD stating that the Service Provider has failed to meet its performance obligations under the Agreement.

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

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

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

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

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

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

SIGNED AND DELIVERED by ___________ Bank and Branch

by the hand of Shri _________________ its _______________ and authorised official.

(Signature of the Authorised Signatory)
(Official Seal)

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