

Government of Rajasthan
Department of Tourism
“Paryatan Bhawan’ Khasa Kothi, M.I. Road. Jaipur-1
Telefax No 0141-5155100/101/147, cotraj@gmail.com

No.F3()/Mktg/DT/PR & Social Media/2016-17/2025

Date: 04.05.2017

Online Invitation of Expression of Interest (EOI) from Agencies for Public Relations, Media Coordination and Social Media Management Work for Rajasthan Tourism (Bid No-68

E-Bids (EOIs) are invited from eligible and reputed agencies for selection of a suitable PR and Social Media Management agency for the Department of Tourism, Govt. of Rajasthan, as per schedule given below :-

S. No.	Name of Work	E-Tender invited from	Estimated cost of work for two years	Bid Security	release of EOI Advt.	Time & last date for submission of tender document	Time and date for opening of technical bid
1.	PR, Media Coordination and Social Media Management work for Rajasthan Tourism for two years	Reputed PR firms	Rs. 130 lacs	Rs. 2.6 lacs	04/05 2017	upto 12.00 PM on 05/06/2017	1.00 PM on 06/06/2017

This EOI can be downloaded from <http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.nic.in> or www.tourism.rajasthan.gov.in and duly filled bids can be submitted online latest by **05/06/2017 by 12 pm**. Rs 1000/- for E-bid processing fee in favor of MD, RISL Jaipur, Rs 1000/- for Bid Application Fee and Rs 2.6 lac for Bid Security will have to be deposited to this office offline upto 12 PM 05/06/2017 in such forms as prescribed in the bid document.

...sd....
(Rashmi Sharma)
Addl. Director (Adm.)

**Online Invitation of Expression of Interest (EOI) from
PR Agencies**

**For undertaking PR, Media Coordination and Social Media Management for
Rajasthan Tourism**

**Directorate of Tourism
'Paryatan Bhawan'
Government of Rajasthan
Near Khasa Kothi, M.I. Road, Jaipur-1
+91-141-5155100/101/147
cotraj@gmail.com, adotadm@gmail.com, mktg.rajasthantourism@gmail.com**

File No:- No.F3()Advt./DT/PR&Social media/2017-18/

Bid No:

Date of Issue: 04/05/17

Last Date of Submission of E-bid:05/06/17

SCHEDULE OF BID PROCESS

Event Description	Scheduled Date
First Stage: (Technical Bid)	
Release of EOI Advertisement	<i>04/05/2017</i>
Last Date & Time of Receiving Queries for Pre Bid Conference	<i>15/05/2017 upto 12 p.m.</i>
Pre-Bid Conference Date & Time	<i>15/05/2017 at 3 p.m.</i>
Department's Response to Queries	<i>18/05/2017</i>
Last Date for submission of online bid (EOI) and financial bids	<i>05/06/2017 upto 12.00 p.m.</i>
Date & Time of Opening of Technical Bids	<i>06/06/2017 at 01.00 p.m.</i>
Date of AV Presentation	To be apprised by Deptt.
Date of Opening of Financial Bid	To be apprised by Deptt.
Bid Application Fee <i>(Demand Draft should be drawn in favor of "Director, Department of Tourism" from any Nationalized / Scheduled Bank, Payable at Jaipur)</i>	Rs. 1000/-
Bid Processing fees (Demand Draft should be drawn in favour of M.D. RISL from any nationalized scheduled bank payable at Jaipur)	Rs .1000/-
Date of Award of Contract	After finalization of financial bid
Bid Security <i>(Either in the form of a DD drawn in favor of "Director, Department of Tourism, Government of Rajasthan", payable at Jaipur or in the form of an irrevocable Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India and having branch in Jaipur. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.</i>	Rs. 2.6 Lacs

SCOPE OF WORK & TERMS OF REFERENCE

1.0 BACKGROUND

Rajasthan, the largest state of India is bestowed with natural beauty and rich heritage. Its architectural memoirs built with studied detail, effervescent colours, stunning handicrafts, glittering gems, throbbing towns, wildlife sanctuaries, cattle fairs, or pulsating festivities and touching hospitality are the major attractions for tourist. The state has many UNESCO world heritage sites besides a series of protected monuments. The state was visited by more than 35 million tourists in year 2016.

Department of Tourism is actively engaged in promoting and marketing Rajasthan in the Domestic and International Tourist Market through its new Brand Positioning and Media campaigns. In this regard, the department is seeking the services of the reputed PR firms in the field of PR, Media Coordination and Social Media management to assist it in further amplifying the message and strengthen Brand Rajasthan through traditional PR, coordination with Media and Stakeholders and Social Media Management.

1.1 OBJECTIVE

The objective of this exercise is to select a suitable agency which will assist Department of Tourism in promoting tourism in the state by:

- a) Defined PR activities, Media Coordination and Social Media Management.
- b) Enhance strong brand identity and brand recall through strategic dissemination of communication and placement in Media, Stakeholders, influencers & opinion makers through effective content etc.

1.2 Minimum Pre Qualification Criteria: the bidders should have

1. Minimum Gross Average Annual Turnover for last three years: Rs 10 Crores – CA certified final accounts of the last three financial years must be enclosed as evidence.
2. Agency should be able to offer integrated services like PR, Media Coordination, Social Media management and related works.
3. Agency existence: minimum 3 years-
4. Senior Members of the team should have minimum 5 years of experience in the field of PR
5. Should be able to share at least 5 case studies showcasing experience in the

field

6. Currently (before the issue of this bid notice) maintaining/having maintained Facebook, Instagram, YouTube, and other Social Media platforms related Tourism/Art & Culture or Hospitality sector) and having maintained atleast;

- One FaceBook page having 5 lac followers or more
- One Twitter page having 50,000 followers or more
- One Instagram channel having 20,000 followers

7. Agency should also have either its own office in key markets abroad or partnership/affiliations besides having multiple offices in India.

1.3 SCOPE OF SERVICES & DELIVERABLES

1. Based on a comprehensive understanding and research on the target audience and stakeholders in the different source markets within the country, the PR Agency will develop a detailed PR and Social Media management strategy and content for dissemination in media and Social Media platforms that includes print, electronic, online and any other media which is useful.
2. For overseas markets, the agency will provide its PR & Media Coordination services as and when required based on mutually agreed terms for third party and out of pocket expenses on case to case basis. Social Media Management work will cover and address key markets both within India and outside through social media platforms mentioned in the 'scope of work' section of this bid.

1.4 Specific Scope of Work:

Part A: PR and Media Coordination work: Specific Deliverables, Frequency and timelines

<i>SN</i>	<i>Deliverables</i>	<i>Frequency in a year</i>	<i>Timeline/s</i>
1	Strategy and Road Map		
A	Annual Rollout Plan with Month wise activities proposed, responsibilities, measures of success	1	Annual plan within first 30 days (from date of signing of the agreement)
B	Identification of atleast 6 to 8 communication pillars in sync with new brand slogan-(Jaane Kya Dikh Jaye /You haven't Seen It All)	1	Within first 30 days
C	Message development and Content Creation in sync with B above to follow up as monthly process	Continuous process	month wise timelines to be decided in first 30 days
2	Mapping		
A	Map target media and stakeholder universe and develop national media lists for the brand	Once (To be updated continuously during contract period)	Within first 30 days
B	Media information kit including: Rajasthan Brand profile, Briefing Book, profiles of spokespersons, Spokesperson Speeches and Transcripts of interviews, FAQs, photo/Video library and material required for sound PR. Inputs for preparing entries for major Travel & Tourism related award as and when required Research based Inputs for Multimedia AV presentation as and when required (creatives made for of social media platforms can also be used)	Action plan once: (Press Releases, Speeches, Inputs etc from time to time as per requirement of the Deptt.) Note: There would be plenty of press releases for local media which should be handled by local team with quick response time	Within first 30 days
3	Press Release:		
A	Press Releases with suitable pictures/animations or infographic in Hindi and English will be sent to all leading Media in Print, Electronic and Digital on all important occasions including on the occasion of events, fairs and festivals, new initiatives etc. (The Press Releases will be adapted and uploaded on Deptt's website also)	Two major releases each month Additionally as per requirement from time to time	Broad subject/theme to be discussed in first 30 days
4	Specific PR Requirement		
A	Event based PR support: For 13 major Fairs & Festivals organized by Deptt. besides coverage of	As per annual calendar of Fairs & Festivals and events	Action plan to be submitted 45

	<p>events like Jaipur Lit-fest, Music Festival, International Photo Fest, Sacred Festival , GITB, RTM etc.</p> <p>Organize pre & post event press conferences and media briefings at events or in big cities outside State as per requirement of the Deptt</p>		days prior to the event
B	<p>Create Special Media Event: Create one day (4-6 hours) media/Influencer/ blogger/travel writer's meet and media networking events in metro cities (geographic coverage of bid) as per requirement of the Deptt</p>	Atleast two such events in a year	Action plan and requirements to be submitted 60 days prior to the event
C	<p>PR support in Crisis and other negative situations: countering situations and negative news, incidents with well thought out plan</p>	As per requirement of situation	
D	<p>Regular Feed and Network based PR support: Be the bridge to travel trade associations, travel planners, travel critics and writers, freelancers, and trade magazines</p>	<p>Emailing Monthly E Newsletter covering important events and initiatives of the Deptt to a database of minimum 2500 Travel Trade/Media/Influencer/Bloggers email IDs</p>	
5	Content Platforms		
A	Traditional Media	<p>An annual plan to line-up story angles for pitching to target media across the target markets and provide customized content to these platforms, All press releases and e-newsletter will also be shared with targeted media.</p> <p>In follow up, monthly plans to be submitted</p>	
B	Ticketing sites		
C	Influencers		
6	PR Through Interaction and Visits/FAM Trips		
A	<p>Pitch for interviews by senior journalists/editors with Rajasthan Tourism Minister/ officials. Key messages, FAQs, list of anticipated questions and answers, sound-bites and quotes to be prepared for these interviews.</p>	Arrange at least one interview each month	
B	<p>Schedule and organise journalists/blogger's/influencer's visits: Programme trips to Rajasthan and handle all necessary groundwork, research and follow up</p>	Once a month- minimum 12 in a year (ideally before a major event or Fair/Festival)	

7	PR through and Films and TV		
A	Negotiate and co-ordinate with TV companies and Film producers to do location shooting and produce popular TV documentaries, video films and feature films against the backdrop of Rajasthan. Leverage such films/create events around such films in media to bring visibility to Tourism in Rajasthan.	Create/Arrange atleast one tie up/meeting with a big film production house/producer in three months with a follow up	
8	Engagements at Ticketing Sites		
A	Track and participate in conversations about Rajasthan as a tourist destination across top 5 travel discussion forums in India such as		
	Trip Advisor		
	India Mike		
	Lonely Planet		
	Virtual Tourist		
	Destination 360		
	Yatra.com		
	Airbnb		
	Make My Trip		
9	Tracking and Analytics		
A	Communication tracker: track, monitor and report news, events, policy changes and new initiatives, Govt. dictates and information relevant to Rajasthan Tourism and its key stakeholders, competitors -State Tourism Boards and associated industry (Hotels, Entertainment Properties)		
10	Regular Reporting to Deptt		
A	Weekly call		
B	Monthly call and reports		
C	Quarterly in person meeting with Director/Secretary Tourism or members of steering committee		
D	Developing metrics for effective monitoring and communication		
11	Full time Coordinator		
A	A coordinator of the selected bidder will assist Deptt. and will be stationed in Jaipur for day to day coordination between the Deptt. and the bidder.(Qualification details etc given elsewhere in bid document)		

Part B: Scope of Work for Social Media Management:

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

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

a) Social Media Strategy

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

b) Social Customer Relationship Management (CRM)

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

c) Content Service Provider (CSP)

Create, update and publish content that is photo-rich & video-rich, original, engaging and factually & grammatically correct. Content is medium-agnostic and thus may be text, photo, video, audio, diagram, scanned document etc. The ownership of and right to all content shall be of the Purchaser.

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

d) Moderation

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

e) Currency

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

f) Relevance

Ensure that the target audience for social media is relevant (people with

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

g) Integration

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

h) Analytics

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

i) Out of hours work

Execute defined scope of work, for periods outside defined working periods, as and when required.

j) Copyright

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

k) Privacy and Security

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

l) Online Reputation Management

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

A. Facebook:

- I. Posts highlighting and featuring the art, culture, monuments, folk dances, youth, events, Fairs & Festivals etc along with the miscellaneous off beat content are regularly placed on official facebook page of Rajasthan Tourism through text, images, videos etc.
- II. Minimum 100 posts per month wherein on an average 3-4 posts per day.
- III. Creation/Updation of cover images and profile images fortnightly and as and when required.
- IV. Creation of banners for FB as and when desired.
- V. Messages in public interest.
- VI. Use of Tags and Hash tags.
- VII. Reaction Management
- VIII. Additionally, the scope of work consists of Facebook SEO for ranking high in the search results for relevant searches within the Facebook platform.
- IX. It also includes a particular theme based campaign / event creation, management, execution and promotion on official Facebook page of the

Department. At-least one campaign/event/contest per month during the project period should be managed and promoted.(Gratification for contest shall be provided by the Department)

- X. Organized activities and posts time to time as per directions of procurement authority
- XI. “Facebook Spam” should be controlled (for example, spam followers) as per the defined requirements for moderation. etc

B. Twitter:

- I. Posts highlighting and featuring the art, culture, monuments, folk dances, youth, events, Fairs & Festivals etc along with the miscellaneous off beat content are regularly placed on official twitter handle of Rajasthan Tourism through text, images, videos etc.
- II. Minimum 300 Tweets per month wherein on an average 10 Tweets per day.
- III. Creation/Updation of cover images and profile images as and when required.
- IV. Creation of banners for twitter handle as and when desired.
- V. Messages in public interest.
- VI. Use of Tags and Hashtags.
- VII. Reaction Management
- VIII. “Twitter Spam” should be controlled (for example, spam followers) as per the defined requirements for moderation etc.

C. Instagram :

- I. Pictures of the art, culture, monuments, folk dances, youth, events, Fairs & Festivals etc along with the hashtags & brief captions.
- II. The agency is expected to publish content that is engaging and visually appealing, the content must be fresh
- III. The ownership of and right to all content shall be of the department.
- IV. Minimum 90 Post per month wherein on an average 3 Posts per day.
- V. Reaction Management etc

D. YouTube

Uploading of Videos / Short Clippings on official Youtube channel of Rajasthan Tourism for different tourist places, events, fairs & festivals or Rajasthan Tourism based themes provided by Tourism Department on Youtube channel. **Creation and Uploading** of 2 new videos every month apart from the material that exists already with DoT. The videos should be in HD Quality of at least 30 Second.

E. Pinterst

- I. **Creation of Pinterst account with SEO Friendly Username.**
- II. Posts highlighting and featuring the art, culture, monuments, folk dances, youth, events, Fairs & Festivals etc along with the miscellaneous off beat

content are regularly placed on official Pinterest account of Rajasthan Tourism through text, images, videos etc.

III. Minimum 50 Posts per month.

IV. Creation/Updation of cover images and profile images as and when required.

V. Creation of banners when desired.

VI. Messages in public interest.

VII. Use of Tags and Hashtags.

VIII. Reaction Management etc

F. Tumblr

i. Creation of Tumblr account with SEO Friendly Username

ii. Blogs highlighting and featuring the art, culture, monuments, folk dances, youth, events, Fairs & Festivals etc along with the miscellaneous off beat content are regularly placed on official Tumblr account of Rajasthan Tourism through text, images, videos etc.

iii. Minimum Five Blogs each Month

iv. Use of Tags and Hashtags

v. Reaction Management

vi. Spam Moderation etc

G. SnapChat

i. Creation of Snapchat account with SEO Friendly Username

ii. Stories highlighting and featuring the art, culture, monuments, folk dances, youth, events, Fairs & Festivals etc along with the miscellaneous off beat content are regularly placed on official Snapchat account of Rajasthan Tourism through text, images, videos etc.

iii. Minimum Four Stories Per Month

iv. Use of Tags and HashTags

v. Reaction Management

vi. Spam Moderation etc

H. Vimeo

i. Creation of Vimeo account with SEO Friendly Username

ii. Uploading of Videos / Short Clipings on official Youtube channel of Rajasthan Tourism for different tourist places, events, fairs & festivals or Rajasthan Tourism based themes provided by Tourism Department

iii. Reaction Management

iv. Spam Moderation

The Successful bidder may on its own expenses can offer social media official accounts for Rajasthan Tourism on other platforms such as google+, LinkedIn etc if it feels that desired traction and reach can be achieved/increased by doing

so. This is not mandatory and the department will not pay any additional amount for this exercise.

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

The solution provider shall provide live coverage of all event(s)/fairs & festivals(As per Annexure 15) on Social Media Platform on its own cost as per written request by the Department of Tourism, the coverage on the same day itself, across all applicable social media sites as per contract. It is understood that live event coverage on the same day of event of several hours may translate as one or more posts on the social media; with text, snapshot and live video of actual coverage (per post).

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

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

B.Social Media Coordinator

The Solution Provider will provide one PR coordinator and one social media coordinator, both will be liable to coordinate between the department and single points of contact for overall work. Both the coordinators will work in Head office of Department of Tourism in Jaipur and they should have bachelor's degree or Diploma in Public Relations or marketing or social media management or business communications. Coordinators must possess minimum of 2 years of job experience in PR/ media Coordination/ digital marketing/ social media or related field.

C. Contest/Campaign

A particular theme based campaign / event creation, management, execution and promotion on official pages of the Department will be done by the service provider. At-least one campaign/event/contest every two month during the project period should be managed and promoted. (Gratification and paid promotion, if required, for contest shall be arranged by the Department)

1.5 Special Terms & Conditions

The following terms and conditions shall apply additionally:

1. The department may assess the accuracy, completeness, promptness and

politeness of the work on average and may take suitable action if found otherwise.

2. The name, description, slogan, tag line, username, URL or URL shortened for a given platform should be apt and SEO friendly; and should be finalized in accordance with the department.
3. The username and password credentials under which these social media sites are registered shall be exclusive for the department and property of the department; the solution provider must submit the credentials to the department on-demand and on termination/completion of the work. Failure to comply would be deemed as breach of contract.
4. If any of the social media accounts or assets is disabled due to violation of its Terms of Use, it would be deemed as breach of contract, unless stated otherwise by the department based on the understanding of disablement criteria in light of actions that led to it.
5. If any of the social media accounts is hacked, such that the hacking incident is not deemed widespread across the social media platform and such that it is particular to the account managed by the solution provider on behalf of the department, then the solution provider shall be deemed liable and the department may declare breach of contract.
6. The solution provider shall ensure that there is no significant overlap (more than 50% of the content on a site) or duplication of content on the different Facebook pages and/or various social sites either manually or by automated approaches (such as feeds). However, the department may permit some overlap of content if it is deemed useful.
7. All content on the social media sites is subject to approval from the department. However it is expected that the service provider will first get the content verified by a learned qualified content writer. However, the solution provider may create/update/delete content, without seeking an approval, provided it is a general FAQ or earlier asked queries.
8. All costs incurred by the bidder in respect of submission of RFP and presentation shall be borne by the bidder concerned.
9. DOT reserves the right to accept or reject any application, without assigning any reasons thereof.

1.6 Geographic Coverage: The Public Relations Programme will primarily cover New Delhi, Mumbai, Kolkata, Hyderabad, Chennai, Pune, Bangalore, Lucknow, Bhopal, Ranchi and Kochi. For other Cities and regions within country, the agencies may quote flat rates for works like Press Meet, Press release, Interview, Inviting select audience for a Road Show cum Press Meet or event of such etc outside fixed retainer fee in the financial proforma prescribed in BOQ.

Coverage for Social Media Management work is linked with spread of internet coverage.

1.7 Other Expenses payable outside Fixed Monthly Retainer Fee:

The fixed retainer fee shall not include expenses toward:

-creating an event/activation programs (other than those mentioned in fixed deliverables), translations in languages other than Hindi and English, press kits, bags etc., souvenirs, travel to new events/ activations (the regular visits to Head Office, Jaipur by the firm for monitoring and review etc shall be part of fixed deliverable),

-Fee and Hospitality- Boarding, Lodging & Transport for the celebrity/influencers/bloggers/Media Interviews & Fam Trips (over and above those mentioned in fixed deliverable and thus not covered)

- Designing & Printing of special stationery- brochures and pamphlets, AV presentations etc, standees, backdrop and other branding collaterals,

- arranging and commissioning special events like seminars, conferences and workshops, cost of venue, F&B charges, translation of press release in languages other than Hindi & English (over and above those mentioned in fixed deliverable and thus not covered)

- Paid promotions of content on Social Media as and when required

- Bulk Postage, Bulk Copying, cost of electronic media monitoring, and CD coverage (over and above those mentioned in fixed deliverable under Media Tracking head and thus not covered)

- special projects like Market Research and dip stick surveys

- all other out of pocket/incidental expenses which are not covered or related with scope of work and deliverables covered under fixed retainer fee. For all these expense, the firm will submit an invoice of estimated expenditure for prior approval. Only after receiving the approval of the Deptt, the agency will proceed and incur expenditure as per RTPP Act 2012 & Rules 2013. In urgent cases, approval can also be obtained through email and other means of communication. Final settlement of these expenses will require supporting vouchers.

Bidders may note that the Deptt has enrolled event managers on its panel. Many of the events etc can be organized through these event managers in which active support of the PR firm is expected in geographical reach specified in scope of work. Likewise PR firm will also be required to coordinate with website management agency of the Deptt. and other such agencies for seamless communication and PR.

1.8 Terms and Mode of Payment

- **Fixed Monthly/Quarterly Fee:** The Fee has two components i.e PR related fee and Social Media management related fee as shown in BOQ. The agency will provide two separate bills for these two components. The PR related bills shall be payable on quarterly basis and Social Media related bills shall be payable on monthly basis. This fee excludes, management fee payment for any Road Show/Press Meet out of geographic coverage, out of pocket or third party expenses as mentioned above, as these will be paid on the basis

of prior approval and as per actual.

- **Kindly note that in the Government procurements, most of articles or services are procured through open bid process.** Therefore it is the responsibility of the selected bidder to foresee all the possible procurements (out of pocket expenses/third party expenses etc) during the course of contract, well in advance at the beginning of contract so that the Deptt. is able to arrange these articles and services for PR related activities in time. In order to streamline this effort, the bidders are requested to attach a list of all possible articles and services alongwith specification that bidders would require for effective PR and enclose alongwith their bids. This is mandatory for all the bidders.
- For the purpose of payment of retainer fee, the Deptt will examine the monthly bills and payments claimed in context of the deliverables mentioned in the bid document vis a vis execution of responsibilities to ensure deliveries.
- For the purpose of payments, all the 11 (PR) + 12 (Social Media) components of the fixed deliverable shall be treated of equal value. Pro rata deductions shall be made from the bills if the agency has not ensured deliverables. Where the deliverable are not of fixed nature or are not quantifiable, it will be the responsibility of the agency to prove that sincere efforts have been made for that deliverable in the month for which bill has been claimed. Where deliverables are subject to requirement of the Deptt. they will be deemed to have been completed if the Deptt has not expressed its requirements in writing. There may be deliverables which are one time activity such as strategizing etc. and where frequency and timelines are not specified or given in bid document, in such cases if the agency has completed the work, it will not be counted as component in remaining bills.

1.9 Criteria for Selection: The department will select the most suitable bidder on the basis of

a- Technical Strength- It carries 70% weighthage. Bidder's agency profile, its understanding and the solutions proposed by it for effective PR and Social Media management works will be assessed through a marking system on the basis of criteria given below. The bidder will have to make an AV presentation for the same:

SN	Criteria	Maximum Marks	Awarded Marks
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1	<p>Overall understanding of the work:</p> <p>a- Comprehension of new brand positioning of Rajasthan Tourism and identification of communication pillars in sync with positioning –max. 10 marks</p> <p>b- Understanding about tourism products of Rajasthan- max. 10 marks</p> <p>c- PR Strategy and annual rollout plan for Rajasthan Tourism- max. 10 marks</p> <p>d- Strategy and plan for Social Media management-max. 10 marks</p>	40	
2	<p>Agency’s Experience & Turnover:</p> <p>Experience- max.10 marks (minimum requirement three years- 3 marks, for each subsequent year 1 mark upto max. 10 marks. Experience in Travel and Hospitality sector will be an advantage)</p> <p>Turnover: (minimum requirement Rs 10 Crore- 3 marks, for each subsequent 5 crores 1 mark upto max. 10 marks) This Turnover should be of PR activities only</p>	20	
3	<p>Profile of Agency’s key officials/technical team:</p> <p>PR professionals: 5 marks (at least two Post Graduate PR-Mass media professionals should be on roll of the bidder)</p> <p>Social media team: 5 marks (at least five IT Graduates with degrees/diploma in Social Media Marketing or Multi Media/Mass Communication should be on roll)</p>	10	
4	<p>Two case studies where agency’s PR intervention has been remarkable:</p> <p>Case study one on PR: 10 marks</p> <p>Case study two on Social media: 10 marks (Case studies related to Travel and Hospitality would be advantage. Case studies should be backed up by proof and analytics)</p>	20	
5	<p>Media Tracking strength and ability to quickly respond to adverse publicity:</p> <p>Media Tracking Strategy and Reporting format for client- 5 marks</p> <p>Strategy to deal with Adverse News: 5 marks</p>	10	
	Total	100	S _T (score Technical)

S_T is (Technical Score)

A committee of the Deptt will view the presentation and award marks for the creative content. The financial bids of all those bidders will be opened who score 70 and above marks out of 100.

b- Financial Bid: Financial bid shall carry 30% weightage

Financial bid is the amount in Indian Rupees which is being sought by a bidder from the Deptt. for the two works namely PR Work and Social Media management work in the Financial Bid Proforma (BOQ) given in the bid document.

(Management fee/cost quoted for Road Shows and Press Meets shall not be considered for purpose of evaluation of bids)

Financial Score (SF) shall be computed as under:

$$SF = 100 \times FM/F$$

Where: SF is the financial score of the Price Proposal being evaluated.

FM is lowest amount quoted by any applicant shortlisted.

F is the grant amount sought, under bid being considered.

Note: The financial bid shall be submitted in a separately sealed envelope for each proposed fair/festival.

Evaluation of Technical and Financial Scores and calculation of Total Score:

Technical score will be given weightage of 70% as per formula given below

$$\text{Total technical score obtained (S}_T\text{)} \quad \times \quad \frac{70}{100} = y$$

Where y is weighted Technical Score

Financial score will be given weightage of 30% as per formula given below

$$\text{Total financial score obtained (S}_F\text{)} \quad \times \quad \frac{30}{100} = z$$

Where y is weighted Financial Score

The total of y & z will be total score assigned to each bid and the work will be awarded to the bidder whose bid is assigned the highest score.

1.5 Request Letter for EOI

The Director
Deptt. of Tourism, Govt. of Rajasthan
Jaipur

Subject : EOI for selection of PR and Social Media management agency
for Rajasthan Tourism

Sir,

The undersigned having read and examined in detail all the EOI document pertaining to your assignment do hereby express the interest to do the work as specified in the scope of work.

General Information about the bidding firm:

<u>SN</u>	<u>Description</u>	<u>Response</u>	(Kindly indicate page number/s in this column, of the supporting document/s attached with the bid in support of claim made)
1.	Bidder's detail: -Name of the bidder -Nature (Proprietorship, Society, Registered Company etc) -Full postal address of Main/Head Office with website and email address: Contact Number: Land line: Fax: Mobile :		
2.	Whether exclusively a PR firm or a division/ vertical		
3.	Organization Structure- (Provide in chart format)		
4.	Year of establishment and Duration of Experience in field of PR and Social Media (Provide proof of the same):		
5.	-Offices in India a		

	- Overseas Offices or tie-ups/partnerships		
6.	Financial Strength-Turnover, net worth and net profits of the bidder for the preceding 3 years duly attested by the Chartered Accountant:		
6.	Profile of key team members- (Give in one small paragraph on each key member)		
	(Provide Net profit of last two year)		
7	Team Strength- (provide nos.)		
8	Company's PAN, TIN, service tax registration Number:		
9	Any awards or accolades won in last three years		
10	Proposed PR and Social Media Management Strategy and Plan for Rajasthan Tourism	(There should be no financials, costs/ fee/quotes in the technical bids) Costs/ fee/quotes have to be submitted/uploaded in prescribed proforma (BOQ)	

We have submitted (uploaded) the following documents on E-procurement portal:

1. Letter of authorization to participate in the bid
2. General Information about the bidder in format given above
3. List of items or services alongwith quantity and specifications which the Deptt. would have to arrange in order to facilitate PR agency during course of contract to effectively meet the objectives of this bid (This list can be as exhaustive as it is possible). This is required because the Deptt will have to procure this items or services through a separate bidding process as per RTPP rules to the extent possible)
4. Proposed PR and Social Media management Strategy and Plan (A more

detailed AV presentation on the same will be done by the bidders before finalization of bids)

5. Financial bid in prescribed format (BOQ)
6. All relevant supporting documents including attached Annexures A, B, C & D and Form A duly signed alongwith seal.

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

Thanking you,

Yours faithfully,
(Signature of the Applicant)

Name:

Designation:

1.8 Pre Bid Meeting

1. A pre-bid meeting will be held for the interested bidders in the chamber of Additional Director (Adm.), Paryatan Bhawan , Khasa Kothi Campus, Jaipur-1 at 3.00 p.m. on 15/05/2017, for clarifications required on any aspect pertaining to this EOI Document. The pre-bid queries could be sent to the Deptt. of Tourism prior to the meeting till –15/05/2017, 12.00 p.m. as per the following format to :-

Sh. (Dr.) Rajesh Sharma, Director Tourism, email cotraj@gmail.com or

Smt. RashmiSharma. Addl.Director (Adm.) Tourism, email

adotadm@gmail.com

S.no.	EOI provision	page no.	current requirement	clarifications requested
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2. Based on discussions held during the pre-bid meeting, amendments / clarifications in the bid document will be uploaded on the websites of the Deptt. of Tourism www.rajasthantourism.gov.in, on e-procurement and sPPP portals of the Government of Rajasthan on **18/05/2017**.
3. **All the interested bidders are advised to ensure participation in the pre bid meeting as important points may be discussed in this meeting.**

4. It will be in the interest of the bidders to share their views in the pre bid or prior to it on the deliverables and scope of work to make it clearer and implementable to the extent possible.

1.9 Guidelines for Preparation of Proposals

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

(a) **First section (Technical Bid):-** Request Letter, General information about the bidder as per ten points with enclosures/certificates/registrations/documents/audited balance sheet/strategy and plan etc. Technical bid should clearly show that the agency fulfills the pre qualification criteria laid down in the bid.

(b) **Second section (Financial Bid):-** To be filled in prescribed format in BOQ section.

2.0 Bid Security:

1. Bid security :

(a) Tender shall be accompanied by a bid security of Rs 1.20 lac without which tenders will not be considered. The amount should be deposited in either of the following forms in favour of Director, Tourism Department, Rajasthan, Jaipur.

(1) Cash through treasury Challan Deposited under head "8443-Civil Deposits - 103 – Security Deposits".

(2) Bank Draft /Bankers Cheque of the Nationalized scheduled Bank.

(b) Refund of Bid security: The bid security of unsuccessful tender shall be refunded soon after final acceptance of tender.

(c) The central Government and Government of Rajasthan Undertaking need not furnish any amount of bid security .

(d) The bid security /security deposit lying with the Department/office in respect of other tenders awaiting approval or rejection or on account of contracts being completed will not be adjusted towards bid security /security money for the fresh tenders. The bid security may however, be taken into consideration in case tenders are re-invited.

(e) No interest shall be payable on bid security deposited with the Department

2. Forfeiture of bid security : The bid security will be forfeited in the following cases:

(I) When tender withdraws or modifies the offer after opening of tender but before acceptance of tender.

- (II) When tender does not execute the agreement if any, prescribed within the specified time.
- (III) When the tender does not deposit the security money after the supply order is given.
- (IV) When he fails to commence the supply of the items as per supply within the time prescribed.

2.1 Signing of the Agreement and Performance Security Deposit:

- (1) Agreement and Security deposit:
 - (I) Successful tenderer shall have to execute an agreement in the form 17 within 15 days date of dispatch of work order and also have to deposit security money equal to 5% of the estimated value of the work order.
 - (II) The bid security deposited at the time of tender will be adjusted towards security amount.
 - (III) No interest shall be paid by the Department on the security money.
 - (IV) The forms of security money shall be as below:
 - (a) Cash/Bank draft/Bankers Cheque /Receipt copy of Challan.
 - (b) Post Office Saving Bank Pass Book duly pledged.
 - (c) National Saving Certificate, Kisan Vikas patras, or any other script/instrument under National Saving Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.
 - (V) The security money shall/may be refunded within one month of successful completion of the contract or after the expiry of the period of guarantee/warranty, if any, whichever is later.

The Performance Security Deposit shall be returned to the agency within 90 days of the successful completion of the contract.

2.2 Submission of Proposals

- I. The proposals -Technical Proposal and Financial Proposal shall be prepared in indelible ink without overwriting or correction.
- II. An authorized representative of the firm should authenticate all pages of the Pre-Qualification, Technical and Financial Proposals.
- III. All pages in the bid should be numbered and signed & stamped.
- IV. The Technical Proposal and the Financial Proposal should be submitted online as per the schedule and guidelines mentioned at the procurement portal.
- V. No Proposal will be accepted after the deadline for submission and in the event of any proposal being received after the closing time for submission of proposals, the same shall be returned un-opened.

- VI. The Bid Security amount, E-Bid processing Fee for RISL and the Bid Application Fee amount have to be deposited offline to this Deptt. as per directions, by 12 PM on 05/06/17
- VII. As per the RTPP Act 2012 and Rules 2013, Annexures A (for Code of Integrity), B (Declaration by the Bidders), C (Grievance Redressal) & D (Additional Conditions) have to be duly filled by the agencies and annexed with the Technical Bids.

2.3 Opening of Proposals and Selection Process

- I. The documents received in technical bid will be examined in the Deptt. to ascertain fulfilment of pre qualification criteria. The bidders having submitted all the relevant documents in their Technical Proposals proving their pre qualification will be invited to make AV presentations at a place/date/time before a designated committee, date of which will be conveyed by the Deptt. of Tourism in due course.
- II. Based on the strength of their Technical Proposals, AV presentations and proposed PR Plan the agencies will qualify for opening of their financial bids.
- III. The bid which is found to be most beneficial and gets highest weightage point as per the selection criteria mentioned in the bid shall be awarded the contract. Technical bid will carry 70% weightage which will be evaluated through AV presentation on the basis of criteria given in the bid. Financial bid will carry 30% weightage.
- IV. Total of monthly fee quoted for PR related work and Social Media related work shall be treated as financial quote.

2.4 Terms of Payment to the Selected PR Agency.

- I. Request for Advance payment will **not** be considered unless approved for emergent cases or is mandated by the Deptt as per rules.
- II. Payment will be made by way of electronic transfer of billed and passed amount in the bank account of the agency in Indian Rupees. The Agency will submit pre-receipt bills in triplicate, on monthly basis towards activities completed during the month, for settlement. (However the bills related to PR activities shall be cleared on quarterly basis). The bills should be submitted clearly indicating the fixed monthly charges and other third party/out of pocket charges, if any, separately along supporting vouchers. The Tax component shall be paid extra as applicable and as per actuals.
- III. The final month's payment, shall be released only after completion of the required works specified by the Deptt. for the year and on submission of a statement of work having been executed as per the requirements detailed in the EOI Document, or communicated subsequently by the Deptt. of Tourism from time to time.

- IV. The Tax and VAT component shall be paid extra and as applicable.
- V. For facilitating Electronic Transfer of funds, the selected Media Buying Agency will be required to indicate the name of the Bank & Branch, account number (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected Media Buying Agency.

2.5 Other Important General Terms and Information

- I. Period of validity of this EOI is 3 months from the closing date for submission of the proposals.
- II. Initially the contract would be effective till one year from the date of signing of agreement which could be extended for another year based on satisfactory services and appraisal after one year. This will be done on mutual agreement retaining same terms and conditions.
- III. The Deptt. of Tourism is not bound to accept any bid or assign any reason for non-acceptance. The Deptt. of Tourism reserves its right to accept the tender either in full or in part. **Conditional, erroneous and incomplete Bids will be rejected outright.**
- IV. The Deptt. of Tourism reserves its right to summarily reject offer received from any PR Agency on national security considerations, without any intimation to the bidder.
- V. The Deptt. of Tourism reserves its right not to accept bids from PR Agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government Investigating Agencies / Vigilance Cell.
- VI. The cost/rates should be valid for up to the period of the contract.
- VII. Kindly note that the Deptt. may take longer time for processing of first bill due to nature of the assignment and due completion of formalities.

VIII. The Financial Proposal shall contain the following documents :

- a) covering letter – confirming the participation in the bid and acceptance of the terms and conditions
 - b) Quotes in Indian Rupees indicating the total fee for both PR and Social Media management works for two years in Financial Bid Proforma
- IX. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
 - X. All pages of the Technical and Financial Proposals should be duly signed with seal by the authorized representative of the firm.

- XI. The Technical Proposal should be uploaded in “Technical Proposal” section only. Similarly, the Financial Proposal shall be uploaded in “Financial Proposal” section.
- XII. The interested agencies should regularly visit the e-procurement portal of the State Government and Rajasthan Tourism website for any update in regard to this tender.

2.6 Recoveries, Penalty Clause and Liquidated Damages :

Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the agency along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department. In case recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

Penalties: Any delays in delivery from the time schedule finalised by the Deptt. for items of works listed in the Scope of Work and the work order or underperformance would invite a penalty to be imposed upon the agency as per the provisions of GF&AR, including forfeiture of Security Deposit. Serious lapse in responsibilities may also lead to blacklisting of the PR Agency, as may be deemed fit by the Deptt. of Tourism, Govt. of Rajasthan.

- (I) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the period on receipt of the firm order from the Purchase Officer/department.
- (II) Liquidated damages : In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentage of value of stores :-

(a) Delay up to one fourth period of the prescribed delivery period	2 ½ %
(b) Delay exceeding one fourth but not exceeding half of the prescribed period	5%
(c) Delay exceeding half but not exceeding three fourth of the prescribed period	7 ½ %
(d) Delay exceeding three fourth of the prescribed period	10%

- (III) Fraction of a day in reckoning period of delay in services shall be eliminated if it is less than half a day.

- (IV) The maximum amount of liquidated damages shall be 10%.
- (V) If the agency requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (VI) Delivery period may be extended with or without liquidated damages if the delay in the services of goods/services is on account of hindrances beyond the control of the tenderer

2.7 Termination:

Deptt. of Tourism may terminate the Contract of the PR Agency in case of the occurrence of any of the events specified below :

- I. If the Agency becomes insolvent or goes into compulsory liquidation.
- II. If the Agency, in the judgment of Deptt. of Tourism, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- III. If the Agency submits to the Deptt. of Tourism a false statement which has a material effect on the rights, obligations or interests of Deptt. of Tourism.
- IV. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Deptt. of Tourism.
- V. If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In case of such an occurrence Deptt. of Tourism shall give a written advance notice before terminating the Contract of the PR Agency.

2.8 Force Majeure :

- I. Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.
- II. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

2.9 Arbitration :

(i) In event of any dispute or difference between the Deptt and the Agency, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Deptt. of Tourism. The provision of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The Venue of such arbitration shall be at Jaipur or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the Deptt. and the Agency. The cost of the arbitration shall be shared equally by the Deptt. and the Agency to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

(ii) Pending the submission of and /or decision on a dispute, difference or claim or until the arbitral award is published; the Deptt. and the Agency shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

3.0 Jurisdiction :

a-The contract shall be governed by laws of Rajasthan/India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract tender.

b- All legal proceedings, if necessary arise to institute by any of the parties (Government or Contractor/firm) shall have to be lodged in courts situated in Jaipur city and no elsewhere.

3.1 Services shall be made available at the office of Director, Tourism, Government of Rajasthan, "Paryatan Bhawan", Khasa Kothi Campus, M.I. Road, Jaipur-302001 or FOR destination as specified in the work order

...sd....
Addl. Director(Adm.)
Rajasthan Tourism

Proforma for Financial Bid (BOQ)

S.No.	Item	Amount to be charged by the bidder for 24 months in Indian Rupees excluding of all taxes/VAT etc.(GST tax regimen will apply if implemented)
1	Fixed deliverables related to PR work as mentioned under Scope of Work head in the bid (excluding out of pocket or third party expenses.	
2	Fixed deliverables related to Social media Management work as mentioned under Scope of Work head in the bid (excluding out of pocket or third party expenses.	
	Total	
	Total	(In words-----)

(Only above quotes shall be considered for evaluation of bids)

Other Works:

SN	Item	Per event Amount to be charged by the bidder in Indian Rupees excluding of all taxes/VAT etc. (GST tax regimen will apply if implemented)
1	Management fee for arranging one day (4 to 6 hours duration) Road Shows/Press meets and event of similar nature for about 75 to 100 guests in a city in India not covered in Geographies/cities covered in fixed deliverables. <i>(All other logistics cost such as venue hiring, boarding-lodging transport and guest's fee, if any (blogger/influencers/celebrity travel writers fee etc), AV and other equipments, beverage & food and other out of pocket/third party expenses will be paid extra as per actual or as procured by the Deptt.)</i>	
	Management fee for arranging one day (4	

<p>to 6 hours duration) Road Shows/Press meets and event of similar nature for about 75 to 100 guests in a city in Europe, US, Middle East, China & South East Asia, Australia & NZ or other major cities outside India <i>(All other logistics cost such as venue hiring, boarding-lodging transport and guest's fee, if any (blogger/influencers/celebrity travel writers fee etc), AV and other equipments, beverage & food and other out of pocket/third party expenses will be paid extra as per actual or as procured by the Deptt.)</i></p>	
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(The Department foresees not more than 10 such Road Shows/Press Meets within India and 5 outside India. These rates quoted for Road Shows/Press Meets etc will not be considered for bid evaluation of bids)

Payment for fixed deliverable related to PR activities shall be done on quarterly basis while for Social Media Management related bills shall be processed on monthly basis.

Annexure - A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of

them; or

- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No Dated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

- 1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;**
- 2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;**
- 3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;**
- 4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;**
- 5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;**

Date:

Signature of bidder Name:

Place :

Designation: Address:

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is

.....

The designation and address of the Second Appellate Authority is

.....

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be tiled only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (I) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) **Appeal not to lie in certain cases**
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
 - (a) determination of need of procurement;
 - (b) provisions limiting participation of Bidders in the Bid process;
 - (c) the decision of whether or not to enter into negotiations;
 - (d) cancellation of a procurement process;
 - (e) applicability of the provisions of confidentiality.
- (5) **Form of Appeal**
 - (a) An appeal under para (I) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
 - (b) Every appeal shall be accompanied by an order appealed against, if any,

affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) hear all the parties to appeal present before him; and

(ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof

Before the (First/Second Appellate Authority)

1. Particulars of appellant:
 - (i) Name of the appellant:
 1. Official address, if any:
 2. Residential address:

2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)

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

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

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

6. Grounds of appeal:

.....

.....

.....(Supported by an affidavit)

7. Prayer:

Place

Date

Appellant's Signature :

Additional Conditions of Contract**1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

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

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

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