

Government of Rajasthan, Department of Tourism

Hotel Khasa Kothi Campus M.I. Road, Jaipur.302001
(Telephone:-0141-5155107, 5155136 Telfax. 0141-5155100)
Email – mktg.rajasthantourism@gmail.com

No.F.3 (102)/Advt./PR Agency/2015/

Dated:

Bid Notice for Engagement of Media P.R. Agency for Department of Tourism, Government of Rajasthan.

Sealed technical (creative) and financial bids are invited from interested, eligible and experienced Agencies for handling Media Public Relation Work.

Name of Work	Estimated annual cost of work	Bid Security	Time and last date for sale of Bid Document	Time and last date for submission of Bid Document	Date of opening the Bid
Engagement of Media P.R. Agency for Department of Tourism, Government of Rajasthan for a period of two years.	Rs.24 lacs	Rs. 48,000/-	13.07.2015 at 12:30 p.m.	13.7.2015 03:00 p.m.	13.7.2015 03:30 p.m.

Details of the Bid Document can be seen and downloaded from the website www.rajasthantourism.gov.in/www.sppp.portal/ While submitting such downloaded bid, a Demand Draft of Rs 400 (Four hundred only) has to be attached along with the technical bid in favor of Director, Department of Tourism, Govt. of Rajasthan, Jaipur. Bid Security, Rs. 48,000 shall also be attached in form of Demand Draft along with technical bid.

Bids will be received in this office up to 12.30 PM on 10.7.2015 and the technical part (of bid) will be opened on the same day at 3.30 PM in presence of the bidders or their representatives in the office of Additional Director (Admn.), Department of Tourism, Hotel Khasa Kothi Campus M.I. Road, Jaipur.302001. Date and time of opening of the financial part of the bid shall be conveyed later.

**Additional Director
(Admn.)**

Name of Work – Engagement of Media P.R. Agency for Department of Tourism, Government of Rajasthan.

Scope of Work:-

- 1) E-mailer to domestic & overseas Tour Operators, Travel Agents, Media, Trade Associations, GOI Head Offices, Ministry of Tourism Offices, Embassies and High Commissions. (at least 2 mailers of not less than 300 words each with minimum 1 photograph in each mailer per month to minimum data base of 2500 email accounts). These mailers will be suitably adapted to be posted on the website of the department and to be used as articles where ever required. The e-mailer should be professionally made and should be very attractive. The subject if these mailers will be given by the dept.
- 2) Press releases on major initiatives/achievements of the department to media, trade as per requirement of the department.
- 3) Preparation of speeches on desired subjects in Hindi / English on various activities of Department of Tourism. The basic input/primary data will be provided by the department, if required.
- 4) Arranging articles & advertorials in magazines & newspapers (including the ones engaged by the department) through print publications, travel writers etc. The agency will prepare minimum two articles/advertorials per month. It will follow up that these articles are published in at least two magazines. It will be the job of the agency to provide the coverage detail on Rajasthan Tourism for the month supported by clippings of newspapers/ magazines.
- 5) Dispatches of print and electronic material to the media, when so desired. Media coverage, tracking and analysis, apprising key news from prominent trade, business and general press to the department on weekly basis. Presentation of detailed clippings docket/competition and general industry on customized periodicity.
- 6) Providing proposals and organizing FAM trips for the media / travel agents / other dignitaries to different parts of the state as per requirement.
- 7) Organizing interviews of higher officials and Hon'ble Minister with top newspapers / magazines, TV Channels / FM Radio Channels.
- 8) Clarifications / rejoinders of any adverse publicity / news appear in dailies / other.
- 9) Write ups on forthcoming Fairs & Festivals to the media and travel agents/tour operators / important persons of the trade, both domestic as well as overseas (at least two articles per month of not less than 2000 words and having not less than 2 photographs to minimum 500 addresses).
- 10) Adapting articles from the aforementioned material for the web portal.
- 11) Facilitating participation of the department in major travel related award entries (Minimum two in a year).
- 12) Providing marketing related other inputs i.e. dipstick surveys etc. (at least two in a year), creative designing and selection, when so desired.
- 13) Preparing integrated communications strategies and programs/plans for the department.
- 14) Media coverage, tracking and analysis. Apprising key news from prominent trade, business and general press to the department on daily basis. Preparation of detailed clippings docket/competition and general industry on customized periodicity.
- 15) Forwarding department's prominent news/ achievements/ stories to travel trade/ magazines/ newspapers etc.

**Additional Director
(Admn.)**

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Form No. A – Technical Bid

Name of Work – Engagement of Media P.R. Agency for Department of Tourism, Government of Rajasthan.

NIB No. No.F.3 (102)/Advt./PR Agency/2015/

Dated:

The Director

Department of Tourism,
Govt. of Rajasthan, Jaipur

We, the undersigned, declare that:

1. We have examined the Bidding Document.
2. If our Bid is accepted, we commit to deposit the Performance Security.
3. Our firm, its affiliates or subsidiaries, including any subcontractors or supplies has not been debarred by the state government or the procuring entity.
4. We understand that this bid together with your written acceptance shall constitute a binding contract between us, until a formal contract is prepared and executed.
5. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
6. We agree to permit the procuring entity or its representative to inspect our accounts and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
7. We declare that we have complied with and shall continue to comply with the provisions of the code of integrity for bidders as specified in the Rajasthan transparency in public procurement act, 2012 the Rajasthan transparency in public procurement rules, 2013 and this bidding document in this procurement process and in execution of the contract.

Signature of the bidder with firm's seal.

Technical Bid

Name of Work – Engagement of Media P.R. Agency for Department of Tourism, Government of Rajasthan.

(Please fill the fields and enclose supporting documents)

S.N.	Particulars	Supporting document page No.
1.	Name & Address of the Bidder Tel./Mobile No./email	
2.	Date of Establishment of company (enclose evidence)	
3.	Is your firm a proprietorship, partnership or registered under the Companies Act. Please give details & enclose Certificates.	
4.	Local office address in Jaipur, if any along with address & telephone no.	
5.	DD/BC of Rs. 400/- as bid document fee in favour of Director, Tourism, Rajasthan payable at Jaipur	
6.	DD/BC of Rs. 48,000/- as bid security fee in favour of Director, Tourism, Rajasthan payable at Jaipur	
7.	Annual turnover in last 3 financial years (Enclose balance sheet, CA's Certificate) (At least Rs. 100/- Lacs per annum for last three years) (Enclose audited profit & loss account and balance sheet with C.A. certificate)	
8.	Total work experience in the field of Media P.R. Agency. (In years). (There should be a minimum work experience of three years of media P.R.)	
9.	Details of Income Tax Registration and PAN No.	
10.	Service-Tax Registration details, (Enclose latest Service tax clearance certificate)	
11.	Professional set up (Complete details of staff, Technocrat) Enclose list. (Separate sheet for technically qualified staff)	
12.	List of present clients of recent works done (enclose)	
13.	Concept plan, copy of AV presentation (soft & hard)	
14.	Declaration by bidder under section 7 of RTPP act 2012(Annex. A & B)	
15.	Any other information	

This is certified that I have read and understood the enclosed brief and other terms & conditions and the supporting documents have been enclosed. The information given by me is true to the best of my knowledge. My Open Competitive Bid offer may be rejected at any stage if it is found that the facts and documents enclosed by me are not correct.

Signature of the bidder with firm's seal.

Financial Bid

Name of Work – Engagement of Media P.R. Agency for Department of Tourism, Government of Rajasthan.

Form B Financial Bid (BOQ)

S. No.	Particulars	Total Amount per month (including all expenses and taxes) Rs.
1	Engagement of Media P.R. Agency for Department of Tourism, Government of Rajasthan.	

Above Quoted Rates are valid for 90 days

Signature of the bidder with firm's seal.

DECLARATION BY BIDDERS

I/ We declare that I am / We are bona fide/ Manufacturers/ Whole Sellers/ Sole distributor/ Authorized dealer/ dealers/ sole selling/ Marketing agent in the goods/ Services/ stores/ equipments for which I / We have bided.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and bid if any to the extent accepted may be cancelled

Signature of the bidder with firm's seal.

GENERAL CONDITIONS OF BID

Note:- Bidder should read these conditions carefully and comply strictly while submitting their bids.

1. Keeping in view the above scope, it would be imperative for the agency to depute qualified and experienced person/s who are based in Jaipur with a functional office, infrastructure set up and other logistic support system to cater to the needs of the department. Separate sheet of technically qualified staff in media and PR/ journalism should be attached along with the technical bid document.
2. Details of past relevant experience in media coordination and PR activities, awards of excellence won, if any, should be submitted with the Bid.
3. The company should be able to create solutions for effective media coordination and PR exercise for Rajasthan Tourism at the same time understanding the overall needs of the department.
4. Tenders received after the due date and time will not be considered. Director Tourism of Rajasthan reserves the right to accept or reject any tender or its part as per rules without assigning any reasons thereof.
5. For any query or clarification the interested agencies may meet the undersigned or mail there queries at mktg.rajasthantourism@gmail.com before submitting the Bids.
6. If the execution of work is found satisfactory, the agreement may be extended for Three months of the agreement on mutual consent.
7. If the agency is asked to organize a FAM Trip or any special activity, then the agency will submit proposal along with estimates prior to activity and as per the approval accorded on this estimate, work will be executed by the agency. For outstation journey made by the representative of the agency at such FAM Trip/ special activity, firm will have to submit the bills of payment. Payment thereof will be made by Dept. after proper examination, scrutinizing of the claim and report for the journey, provide prior approval of such journey's have been taken from the department.
8. Payment to the agency will be released on assessment of the work based on norms and conditions stipulated in bid document.
9. This bid is a rate contract for two years from the date of agreement.
10. The bidder should also have an average minimum turnover of Rs. 100.00 Lacs P.A during last three financial years. Audited Accounts along with certificate of C.A. should invariably be attached with bids.
11. The bidder should have 3 years proven experience of media P.R. work.
12. The total estimated value of work is Rs. 24.00 lacs P.A. i.e. Rs.24 lacs. Bid Security will be equal to 2% of the total estimated value of work. Work performance security will be equal to 5% of total estimated value of work. Bidders have to deposit his DD/BC of bid document fee and bid security with his technical bid. Bids without bid security and document fee will not be considered.
13. Conditional bid will not be considered.
14. The technical and financial bid offers will be submitted in separate sealed envelopes, Technical bid envelope containing the technical bid document. Financial bid offers will be submitted in BOQ (form-B) only. Please write

- Name and Address, Bid Name and No. Technical and financial bid on each envelope. Both technical and financial bids; each envelope will be submitted in container envelope with name & address of bidders and name of work.
16. Technical bids will be opened and evaluated first and the financial bid of only those bids which have been technically acceptable shall be opened and evaluated. Before opening the financial bids of the technically qualified firms, the committee may call explanatory documents and visit to the store/office of the bidder if required. It will be considered as technical part of the bidding process.
 17. Technically qualified firms may be called for AV presentation on the concept plan and the work before designated committee of the department. Presentation will be considered part of technical bid. Concept plan / copy of AV presentation in soft and hard will have to be attached with technical bid.
 18. The date and time of opening of financial offers shall be informed to the qualified firms. Financial bid will be opened only technical qualified bidders.
 19. Selected firm will have to sign an agreement with Department of Tourism on Rs 1000/- non judicial stamp paper.
 20. The agreement between the firm and Dept. of Tourism may be terminated any time if it is found that the firm is unable to perform the work or can't maintain the safety & creative standards of the work or violates any of the conditions stipulated by the Department.
 21. No advance payment for the ordered work will be given to the firm.
 22. Wherever specific terms and conditioned have not been spelt out in bid document, General Finance and Accounts Rules & RTPP Act, 2012 RTPP Rules 2013 of the state government shall apply.
 23. The scope of the work mentioned in bid may be reassessed on site before execution of works for reasonability. For any additional work having financial implication which is outside the scope of work but has to done by the agency on the request of the department, a committee of officers will examine the reasonability of claims and recommend to the Director Tourism and decision of Director Tourism will be final.
 24. The firm would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible.
 25. All costs incurred by the firm in respect of submission of offer shall be borne by the concerned bidder.
 26. Successful bidders will have to deposit performance security money equal to 5% of the total value of the work. No interest will be paid on this deposit. The bid security money deposited earlier will be adjusted against the performance security. Performance security will be refunded after successful completion of the contract.
 27. Penalties would be imposed in case of delayed and for faulty services as per provisions of GF &AR and as decided by Department.
 28. Latest Service Tax Clearance Certificate is required. Copy of service tax registration should be enclosed also.
 29. The bidder should quote rates inclusive of all duties and taxes, transportation charges, T&P, FOR etc required for completion of work. No extra payment other then agreed will be paid by the Government.
 30. The contractor/firm shall not assign or sub-let his contract or any substantial part thereof to any other agency.
 31. Forfeiture of bid security: The bid security will be forfeited in the following cases:

- a. When bid withdraws or modifies the offer after opening of bid but before acceptance of bid.
 - b. When bid does not execute the agreement if any, prescribed within the specified time.
 - c. When the bid does not deposit the security money after the supply order is given.
 - d. When he fails to commence the work within the time prescribed.
32. If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the Director Tourism, whose decision shall be final.
 33. 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.
 34. Annexure A, B, C & D of RTPP Act 2012 & RTPP Rules 2013 also will also be binding on the bidder.
 35. The first Appellate Authority in this Department is Director Tourism, Rajasthan, Jaipur and 2nd Appellate Authority the Principal Secretary, Tourism, Rajasthan, Jaipur.
 36. Details of past relevant experience in media coordination and PR activities, awards of excellence won, if any, should be submitted with the tender.
 37. The company should be able to create solutions for effective media coordination and PR exercise for Rajasthan Tourism at the same time understanding the overall needs of the Department.
 38. Pan India presence is a must with a least 5 centers in the metropolitan cities. (Address proof for the same has to be provided).

I/we have carefully gone through/understood all above terms & conditions and I/we shall be binding to the above terms and conditions.

Signature of Bidder (With Seal)

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:

Place :

Signature of bidder Name:

Designation: Address:

Annexure C

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.

FORM No. I

[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 :

