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Government of Rajasthan
Department of Medical, Health and Family
Welfare Services, (I.E.C.), Rajasthan
Swasthya Bhawan
Jaipur

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**Bidding
Document for
Selection of Agency for
Providing Communications Development,
Creative and Social Media Services**

Time-Based Contract

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Government of Rajasthan
Department of Medical, Health and Family
Welfare Services, (I.E.C.), Rajasthan

Bidding Document
for
Selection of Agency for Providing Communications
Development, Creative and Social Media Services
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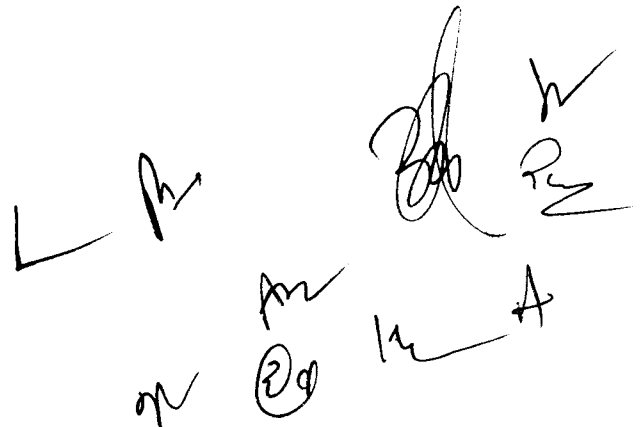
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Disclaimer

A. The information contained in this Bidding Document provided to the Bidder(s) on the terms and conditions set out in this Bidding Document and all other terms and conditions subject to which such information is provided. The purpose of this Bidding Document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This Bidding Document does not purport to contain all the information which each Bidder may require. This Bidding Document may not be appropriate for all persons, and it is not possible for Department of Medical, Health and Family Welfare Services, (I.E.C.), Rajasthan.

B. to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this Bidding Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Bidding Document and where necessary obtain independent advice from appropriate sources.

C. Director, I.E.C. may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bidding Document.

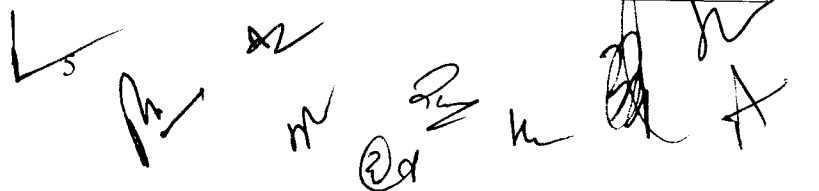


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**Department of Medical, Health and Family
Welfare Services, (I.E.C.), Rajasthan**

**Bidding Document
for
Selection of Agency for Providing Communications
Development, Creative and Social Media Services
Time Schedule**

S.No.	Event	Date
1.	Date of publishing Notice Inviting Bids and Bidding Document on State Public Procurement Portal and e- procurement Portal	06-08-2021
2.	Date from which Bidding Document can be downloaded from State Public Procurement Portal or e-procurement Portal	06-08-2021
4.	Time and Date of Pre-bid conference	16-08-2021 11:30AM
5.	Last time and date up to which Bids can be submitted electronically on e-procurement Portal	23-08-2021 4:00 PM
6.	Time span and date of physical submission of instruments of Bid Security, Processing Fee and Price of Bidding Document in I.E.C. Office at Jaipur	23-08-2021 4:30 PM
7.	Time and date of opening of Technical Bids	23-08-2021 05:00 PM
8.	Time and date of giving audio-visual presentation by the Bidders. Bidder wise Schedule for the same shall be issued separately	24-08-2021.
9.	Time and date of opening of Financial Bids of the Bidders who qualify in evaluation of Technical Bids	To be intimated later.



(NIB for Publication on State Public Procurement Portal and e-Procurement Portal)

Department of Medical, Health and Family

Welfare Services, (I.E.C.), Rajasthan

Jaipur-302 005

Telephone & Fax No. 0141-2221590,

email id: directoriec-rj@nic.in

NOTICE INVITING BIDS

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

1. Single Stage Two-Envelopes unconditional Technical and Financial Bids are invited electronically by Department of Medical, Health and Family Welfare Services, (I.E.C.), Rajasthan Jaipur for Selection of Agency for Providing Communications Development, Creative and Social Media Services for taking the efforts made and works done by the DIRECTOR (I.E.C.) to the public of Rajasthan. Brief particulars of the procurement are given below:

Estimated cost of the Services	Last time and date for receiving e-Bids on eproc portal	Period of the Rate Contract	Validity period of Bids	Processing fee for e-procurement	Price of Bidding Document	Amount of Bid Security
4.50 Crore + GST	23-08- 2021 4:00 PM	12 Months	90 Days	Rs.1,000	Rs.10,000	Bid Securing Declaration, in prescribed format

2. The complete Bidding Document containing Instructions to Bidders and Bid Data, Evaluation and Qualification Criteria, Terms of Reference, Bidding forms, Conditions of Contract, Contract Data/ Special Conditions of Contract, Contract Forms, etc. may be seen at or downloaded from the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> or e-procurement portal <http://eproc.rajasthan.gov.in> and department's website <http://www.rajswasthya.nic.in>.

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3. Technical and Financial Bids, duly digitally signed by the bidder on all pages and serially numbered, enclosed in separate two covers, and a third cover containing scanned copies of documents of payment of price of Bidding Document, electronic bid processing fee (both being non-refundable) and Bid Security must be submitted electronically on the e-Procurement Portal <http://eproc.rajasthan.gov.in> by using your ID, password and digital signature certificate, latest upto 4:30 PM of 23-08-2021.
4. The instruments of payment of price of Rupees 10,000 of the Bidding Document must be in the form of bank demand draft/ banker's cheque of a Scheduled Bank in India drawn in the name of Director, I.E.C., Jaipur, payable at Jaipur The original instrument of payment and another bank demand draft/ banker's cheque of Rs.1000 of a Scheduled Bank in India drawn in the name of Managing Director, RISL, payable at Jaipur for e- procurement processing fee and bid securing declaration in original must be submitted in a sealed cover up to 4:00 PM on dated 23-08-2021.
5. The procedure for submission of bids including payment of price of Bidding Document, user charges/ processing fee, Bid Security, etc. has also been specified on the e-Procurement and in the Bidding Document.
6. The Technical Bids shall be opened at 5:00 PM on dated 23-08-2021 in the office of Director, I.E.C., Swasthya Bhawan, Jaipur in the presence of the Bidders or their representatives who wish to be present.
6. The DIRECTOR, I.E.C. is not bound to accept the successful Bid and may reject any or all Bids.
7. The Bidders shall have to submit proofs of their Goods and Service Tax Registration, and the Permanent Account Number (PAN) issued by Income Tax Department.

Director, I.E.C.,
Rajasthan, Jaipur

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(NIB for Publication in Newspapers)

Government of Rajasthan
Department of Medical, Health and Family
Welfare Services, (I.E.C.), Rajasthan
Jaipur

Telephone & Fax No. 0141-2222817

email id: directoriec-rj@nic.in

NOTICE INVITING BIDS

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

Single Stage Two-Envelopes unconditional Technical and Financial Bids are invited electronically by DIRECTOR, I.E.C. for Selection of Agency for Providing Communications Development, Creative and Social Media Services for Medical, Health & Family Welfare Department. Brief particulars of the procurement are given below:

Estimated cost of the Services	Last time and date for receiving e-Bids	Period of the Contract	Validity period of Bids	Processing fee for e-procurement	Price of Bidding Document	Amount of Bid Security
4.50 Crore + GST	23-08-2021 4:00 PM	12 Months	90 Days	Rs.1,000	Rs.10,000	Bid Securing Declaration, in prescribed format

The complete Bidding Document may be seen at or downloaded from the State Public Procurement Portal <http://sppp.rajasthan.gov.in> or e-procurement portal <http://eproc.rajasthan.gov.in> and department's website <http://www.rajswashya.nic.in> and its non-refundable price may be paid along with processing fee and bid security declaration at the time of submission of the bid by banker's cheque, demand draft, bank guarantee of a Scheduled Bank in India as specified in the bidding document.

Director, I.E.C.,
Rajasthan, Jaipur

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Directions for e-Procurement

- 1) The Bidder or his authorised signatory shall submit his Technical and Financial/ Price Bids/ Proposals only in electronic format through on-line submission on e-Procurement Portal, <http://eproc.rajasthan.gov.in> However, the Banker's Cheque/ Demand Drafts for Price of Bidding Document in favor of Director, I.E.C. and e-procurement processing fee of RISL, and Bid Security Declaration should be submitted physically at the office of DIRECTOR, I.E.C., Swasthya Bhawan, Jaipur within the time specified in the Notice Inviting Bids/ Bidding Document but scanned copies of the same must also be uploaded along with the Technical Bid in its cover or a separate cover on e- Procurement Portal.
- 2) In case, a Bidder fails to physically submit the Demand Drafts/ Bankers Cheque for Price of Bidding Document and e-procurement processing fee of RISL, and Bid Security Declaration within the specified time, as stated in para 1, above, its Bid shall not be accepted.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type II or III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on the e-Procurement Portal (Bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) I.E.C. shall not be responsible for any delay in online submission of Bid/ Proposal by a Bidder due to any reason, whatsoever like slow speed, choking of web site due to heavy load, etc. Therefore, the Bidders are advised to upload their complete Bids well in advance.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available on e-Procurement Portal for further details about the e-Tendering process.

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Section I
Instruction to Bidders/ Service Providers
and Bid Data
(ITB)

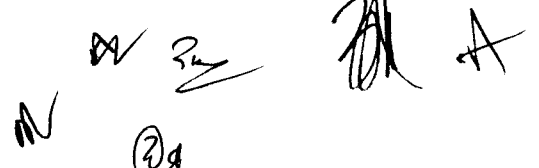
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Section I: Instruction to Bidders/ Service Providers and Bid Data

Important Instruction:- *The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Transparency Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force with effect from 26 January, 2013 which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.*

S.No	Particulars	Clause	Description
1. General			
1.1	Definitions	1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	“Bid” means a formal offer made by a Bidder/ Service Provider in form of a Proposal including Technical Proposal and Financial Proposal to I.E.C., RAJASTHAN in response to Notice Inviting Bids/ Proposals.
		1.1.3	“Bidder/ Service Provider” means a person or any entity who submits a Bid/ Proposal who may be selected to provide the Services to I.E.C., Rajasthan under the Contract.
		1.1.4	“Bidding Document/ RFP” means the this entire Document consisting of Notice Inviting Bids/ Proposals and I to VI Sections made available to the Bidders by I.E.C., RAJASTHAN for selection of the most advantageous Service Provider.
		1.1.5	“Contract” means the Contract which shall be signed by I.E.C., RAJASTHAN with the selected most advantageous Bidder/ Service Provider and all its attached documents and the appendices.
		1.1.6	“Day” means a calendar day.
		1.1.7	“I.E.C., RAJASTHAN / Client” means the Director, I.E.C.,

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			Government of Rajasthan. The selected Service Provider will sign the Contract with I.E.C., RAJASTHAN for the Services.
		1.1.8	"Government/ GOR" means the Government of Rajasthan.
		1.1.9	"Instructions to Bidders/ Service Providers (ITB)" means the document which provides the Bidders/ Service Providers with information needed to prepare their Bids/ Proposals.
		1.1.10	"LOI/ LOA" means the Letter of Intent/ Acceptance which will be sent by I.E.C., RAJASTHAN to the selected most advantageous Bidder/ Service Provider.
		1.1.11	"Personnel" means professionals and support staff in form of Key Personnel and Non-Key Personnel which will be provided by the Bidder/ Service Provider or by any Sub-Service Provider (if allowed) to perform the Services or any part thereof under the Contract;
		1.1.12	"Proposal" means the Technical Proposal and the Financial Proposal submitted by the Bidder/ Service Provider.
		1.1.13	"RFP" means the Request for Proposals and is the entire Bidding Document made available to the Bidders by I.E.C., RAJASTHAN for selection of the most advantageous Service Provider.
		1.1.14	"Rules" means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.15	"Services" means the tasks to be performed by the selected Service Provider within the completion period pursuant to the Contract.
		1.1.16	"Terms of Reference" (TOR) means the document included in the Bidding Document/ RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Service Provider, and expected results and deliverables of the assignment.
		1.1.17	Terms not defined here shall have the same meaning as given to them in the Act.

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1.2	Scope of Services	1.2.1	<p>I.E.C. issues this Bidding Document for Selection of Agency for Providing Communications Development, Creative and Social Media Services for I.E.C., RAJASTHAN.</p> <p>The detailed Scope of the Services has been given in Terms of Reference, Section III of the Bidding Document.</p> <p>The completion period of the present Assignment is <u>One Year</u> which may be extended according provisions of RTPP ACT/Rules, if needed by I.E.C., RAJASTHAN on the same terms and conditions.</p>
1.3	Interpretation	1.3.1	<p>Throughout this Bidding Document:</p> <ul style="list-style-type: none"> i. the term "in writing" means communicated in written form through letter, fax, e-mail etc. with proof of receipt; ii. if the context so requires, singular means plural and vice versa.
1.4	Cost of the Project	1.4.1	<p>Service Providers shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The I.E.C., RAJASTHAN is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award without assigning any reason and without thereby incurring any liability to the Bidders.</p>

2. Code of Integrity, Conflict of Interest, etc.

2.1	Conflict of Interest	2.1.1	<p>In addition to the provisions of Rule 81, the Procuring Entity requires that Service Providers provide professional, objective, and impartial advice and at all times hold the I.E.C., RAJASTHAN's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.</p> <p>The Service Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the I.E.C., RAJASTHAN.</p> <p>Without limitation on the generality of the foregoing, Service Provider and any of their affiliates, shall be considered to have a conflict of</p>
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			interest and shall not be hired, under any of the circumstances set forth below:
	Conflicting activities	2.1.1.1	A firm that has been engaged by the I.E.C., RAJASTHAN to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods, works or non consulting service resulting from or directly related to the firm's consulting services for such preparation or implementation.
	Conflicting assignments	2.1.1.2	Service Provider (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Provider to be executed for the same or for another Client.
	Conflicting relationships	2.1.1.3	A Service Provider (including its Personnel) that has a business or family relationship with a member of the I.E.C., RAJASTHAN's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.
		2.1.2	Service Providers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the I.E.C., RAJASTHAN, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider or the termination of its Contract.
		2.1.3	Recruiting former employees of the Client to work for their former organisation is acceptable subject to compliance of requirements of respective service rules and provided no conflict of interest exists.

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	Unfair Advantage	2.1.4	If a Service Provider could derive a competitive advantage from having provided consulting services related to the assignment in question, the I.E.C., RAJASTHAN shall make available to all Service Providers together with this Bidding Document all information that would in that respect give such Service Provider any competitive advantage over competing Service Providers.
	Code of Integrity	2.1.5.1	<p>The Service Providers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and in execution of the Contract.</p> <p>Any person participating in the procurement process or executing the Contract shall,-</p> <ul style="list-style-type: none"> (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; (c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process; (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; (e) not indulge in any coercion including impairing or harming or threatening to do the same,
			<ul style="list-style-type: none"> 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.

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	Breach of Code of Integrity by the Bidder	2.1.5.2	The I.E.C., RAJASTHAN shall, notwithstanding anything to the contrary contained in this Bidding Document, reject a Proposal without being liable in any manner whatsoever to the Service Provider, if it determines that the Service Provider has, directly or indirectly or through an agent, engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the Procurement Process or in execution of the Contract. In such an event, the Procuring Entity shall, without prejudice to its any other rights or remedies under Section 11(3), 46 and Chapter IV of the Act, forfeit and appropriate the Bid Security or any other Security as genuine pre-estimated compensation and damages payable to the Procuring Entity for, inter alia, time, cost and effort of the Procuring Entity in regard to the bid, including consideration and evaluation of such Service Provider's Proposal and completing the remaining Services.
		2.1.5.3	Service Providers shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Service Provider is awarded the Contract.
3. Eligibility			
3.1	General	3.1.1	A Bidder may be a natural person, private Entity or a government-owned Entity.
		3.1.2	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		3.1.3	A Bidder shall not be eligible to apply for this Services Contract in case it has been debarred by Government of Rajasthan and Department of Medical & Health under section 46 of the Act.
		3.1.4	The Bidder shall have to submit proof of registration for the Goods and Service Tax (GST) and Permanent Account Number (PAN) under Income Tax Act.
3.2	Only one Proposal by one Bidder	3.2.1	A Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same individual experts, in more than one Proposal.

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4. Contents of Bidding Document (RFP)			
4.1	Sections of the Bidding Document (RFP)	4.1.1	This RFP consists of the following Sections: Notice Inviting Bids (Proposals) Section I: Instruction to Bidders/ Service Providers (ITB) and Bid Data Section II: Qualification and Evaluation Criteria Section III: Terms of Reference (TOR) Section IV: Bidding Forms Section VA: General Conditions of Contract (GCC) Section VB: Special Conditions of Contract (SCC) Section VI: Contract Forms
		4.1.2	The Request for Proposal along with the complete Bidding Document shall be placed on the State Public Procurement Portal, http://sppp.rajasthan.gov.in or e-procurement portal http://eproc.rajasthan.gov.in and department's website http://www.rajswashya.nic.in . The Bidders may download the Bidding Document from these portals.
		4.1.3	The instruments of payment of price of Rupees 10,000 of the Bidding Document must be in the form of bank demand draft/ banker's cheque of a Scheduled Bank in India drawn in the name of Director, I.E.C., Jaipur, payable at Jaipur The original instrument of payment and another bank demand draft/ banker's cheque of Rs.1000 of a Scheduled Bank in India drawn in the name of Managing Director, RISL, payable at Jaipur for e-procurement processing fee and bid securing declaration in original must be submitted in a sealed cover up to 4:00 PM on dated 23-08-2021.
		4.1.4	The I.E.C., RAJASTHAN is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the State Public Procurement Portal or e-procurement portal.
		4.1.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.

4.2	Clarification of Bidding Document	4.2.1	The Bidder shall be deemed to have carefully examined the Bidding procedure, Evaluation and Qualification Criteria, Conditions of Contract, Terms of Reference etc. of the Services to be performed. If any Bidder has any doubts as to the meaning of any portion of these Bidding procedure, Evaluation and Qualification Criteria, Conditions of Contract, Terms of Reference etc., it shall, before submitting the Bid, refer the same to the I.E.C., RAJASTHAN and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the I.E.C., RAJASTHAN in writing or e-mail at the I.E.C., RAJASTHAN's address written in the beginning of the Bidding Document. all clarification shall be deal by the mode of pre bid conference.
		4.2.2	The Bidder or his authorised representative is invited to attend the Pre-Bid Conference which shall be organized in the office of I.E.C., RAJASTHAN, Government, Jaipur at 11:30 AM on dated 16-08-2021. The purpose of the Pre-Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.
		4.2.3	The Bidders are requested, to submit their questions quoting section, page number and
			Clause number in writing or by e-mail in the format given in Section IV [Bidding Forms], to reach the I.E.C., RAJASTHAN as per pre bid time schedule.
		4.2.4	Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who attended the Pre-Bid Conference and shall also be placed on the State Public Procurement Portal and the e-Procurement Portal. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the I.E.C., RAJASTHAN exclusively through the issue of an addendum/ corrigendum (part of Bidding Document) and not through the minutes of the Pre- Bid Conference.

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		4.2.5	At any time prior to the deadline for submission of the Bids, the I.E.C., RAJASTHAN, suo moto, may also amend the Bidding Document, if required, by issuing an addendum/ corrigendum which will form part of the Bidding Document.
		4.2.6	Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.
4.3	Amendment of Bidding Document	4.3.1	Any addendum/ corrigendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and e-Procurement Portal.
		4.3.2	To give prospective Bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their Bids, the I.E.C., RAJASTHAN may, at its discretion, extend the deadline for the submission of the Bids under due publication on the State Public Procurement Portal and e- Procurement Portal.
5. Preparation of Bids			
5.1	Cost of Bidding	5.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the I.E.C., RAJASTHAN shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		5.1.2	The Bidder shall furnish the self attested copies of the following documents with its Bid:-



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			<p>i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing/ submitting the Bid, authorizing him to represent all partners of the firm and his contact details.</p> <p>ii. Permanent Account Number (PAN) issued by the Income Tax Department and Goods and Service Tax (GST) registration certificate.</p> <p>iii. Address of office, telephone, fax numbers, e-mail address.</p> <p>iv. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of any other statutory or registered body, certificate of incorporation or registration issued by concerned authorities. Power of attorney in favour of the person signing the Bid and his contact details in the format given in Section IV [Bidding Forms].</p>
5.2	Language of Bid	5.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the I.E.C., RAJASTHAN, shall be written in English language and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
5.3	Documents Comprising the Bid	5.3.1	<p>The Bid shall comprise of two covers, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal.</p> <p>One more cover containing scanned copies of proof of payment of the price of Bidding Document, processing fee and Bid Security, in form specified in these ITB, shall be enclosed separately. Alternatively, these scanned copies may also be placed in the cover of Technical Bid.</p> <p>All documents enclosed in the above covers must be converted into pdf. format and digitally signed by the Bidder or its authorized signatory.</p>
		5.3.2	<p>The Technical Bid/ Proposal shall contain the following :</p> <p>i. Technical Bid/ Proposal Submission Sheet and Technical Bid containing the filled up Bidding</p>

			<p>Forms and Declarations related to Technical Bid and Code of Integrity given in Section IV [Bidding Forms];</p> <p>ii. proof of payment of price of Bidding Document and Bid Securing declaration etc.</p> <p>iii. written confirmation authorizing the signatory of the Bid to commit the Bidder;</p> <p>iv. documentary evidence establishing the Bidder's eligibility to bid;</p> <p>v. documentary evidence establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;</p> <p>vi. Comments/ suggestions on TOR, Methodology and Approach to accomplish the tasks required to be performed under TOR to achieve the objectives of the Assignment covering approach, methodology and work plan for performing the assignment. The Bidder shall also be required to give a presentation in the office of I.E.C., RAJASTHAN on their Technical Bid, when requested to do so after opening of the Technical Bids.</p> <p>vii. All documents mentioned in ITB Clause 5.1.2; and</p> <p>viii. Others considered necessary to strengthen the Bid.</p>
		5.3.3	<p>The Financial Bid/ Price Proposal shall contain the following :</p> <p>Financial Bid/ Price Proposal Submission Sheet and the Price Schedule in the specified formats. Bidder shall not quotes and reflect their rates anywhere in the technical bid and attached documents. if found so its bid shall be rejected prime fascia.</p> <p>The attached financial bid is only indicative, bidder shall fill their rates in BOQ only.</p> <p>Financial rates shall only be submitted in Financial Bid format as BOQ.</p>
5.4	Technical Proposal Format and Content	5.4.1	<p>The Technical Proposal shall provide the information indicated in the following paras from 5.4.1.1 to 5.4.1.6. The recommended number of pages for the description of the approach, methodology and work plan has also been indicated.</p>

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		5.4.1.1	<p>The Technical Proposal should include: Brief description of the Service Providers' organization and an outline of the required experience. Information on required turnover, number of employees, branch offices etc. as required in Clause 3 of ITB.</p> <p>For each assignment, the outline should indicate the names of Professional staff who participated, duration of the assignment, contract amount, and</p>
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			<p>Service Provider's involvement. Information should be provided only for those assignments for which the Service Provider was legally contracted by the client as a corporation or as one of the major firms within a consortium/ joint venture, submit work order/ satisfactory certificate of work completion.</p> <p>Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Service Provider, or that of the Service Provider's associates, but can be claimed by the Professional staff themselves in their CVs. Service Providers should be prepared to substantiate the claimed experience if so requested by the I.E.C., RAJASTHAN.</p>
		5.4.1.2	<p>Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities to be provided by the I.E.C., RAJASTHAN (Form TECH-3 of Section IV).</p>
		5.4.1.3	<p>A description of the approach, methodology and creative work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and team. Guidance on the content of this Section of the Technical Proposals is provided under Form TECH-4 of Section IV.</p>
		5.4.1.4	<p>The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks be provided in Form for Team Composition, Assignment and Key Personnel Inputs (Form TECH-5 Part-I of Section IV).</p>
		5.4.1.5	<p>CVs of the Professional staff shall be signed by the staff themselves and countersigned by the Service Provider (Form TECH-5 Part-II of Section IV).</p>
		5.4.1.6	<p>Write up for presentation on Technical Proposal in one soft copy on CD-ROM and one hard copy describing approach, methodology, team, work plan, work schedule etc. for best achieving the objectives of the assignment be submitted to I.E.C., RAJASTHAN alongwith submission of the original documents of payment of Bid Security, processing fee and price of Bidding Document on the day of opening of the Technical Bids.</p>

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		5.4.2	The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non-responsive.
5.5	Financial Proposals	5.5.1	The Financial Proposal shall be prepared using the attached Bidding Forms [Section IV, Bidding Forms]. The Bid Price shall be inclusive of all costs associated with the assignment. All activities and items described in the TOR.
5.6	Currencies of Proposal and Payments	5.6.1	The unit rates and the Prices shall be quoted by the Service Providers entirely in Indian Rupees and all payments shall be made in Indian Rupees.
5.7	Taxes	5.7.1	The Service Provider and Experts are responsible for meeting all tax liabilities arising out of the Contract, except service tax which shall be paid extra by I.E.C., RAJASTHAN.
5.8	Period of validity of Bid	5.8.1	The Service Providers' Proposals must remain valid for 90 Days after the last date of submission of Proposals. During this period, Service Providers shall maintain the availability of Professional staff nominated in the Proposal. The I.E.C., RAJASTHAN will make its best effort to complete negotiations within this period. Should the need arise, the I.E.C., RAJASTHAN may request Service Providers to extend the validity period of their proposals.
5.9	Bid Security	5.9.1	The Bidder shall furnish as part of its Bid, a Bid Security declaration in the prescribed format.
		5.9.3	Scanned copy of the instrument of Bid Security Declaration shall necessarily accompany the Bid. Any Bid not accompanied by Bid Security shall be liable to be rejected.
		5.9.4	Bid Security or the Bid Securing Declaration of a Bidder lying with the I.E.C., RAJASTHAN in respect of other Bids awaiting decision shall not be adjusted towards Bid Security or Bid Securing Declaration for this Bid.

		5.9.6	The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security by successful Bidder.
		5.9.7	The Bid Security Declaration taken from a Bidder shall be in the name of Director, IEC in the following cases, namely:- i. when the Bidder withdraws or modifies his Bid after opening of Bids; or ii. when the selected Bidder does not execute the Contract agreement within the specified time period after issue of letter of acceptance of its Proposal; or iii. when the selected Bidder does not deposit the Performance Security; in the specified time limit after issue of the letter of acceptance of its Proposal; or iv. when the Bidder fails to commence the Services within the time limit specified; or v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules or as specified in these ITB.
5.10	Format and Signing of Bid	5.10.1	All pages of the Technical and Financial Bid, converted into pdf. format shall be digitally signed by the Bidder or the authorised signatory on behalf of the Bidder. This authorisation shall consist of a written Power of Attorney or a resolution of the Board of Directors, as the case may be and shall be attached to the Bid.
6. Submission, Receipt and Opening of Bids			
6.1	Sealing and Marking of Bids	6.1.1	Bidders shall submit their Bids to I.E.C., RAJASTHAN electronically only on the e-procurement portal, http://eproc.rajasthan.gov.in . In submission of their Bids, the Bidders should follow the step by step instructions given on the e-procurement portal.

		6.1.2	The Bidder shall enclose the Technical Bid and the Financial Bid in two separate covers. The proof of payment of price of Bidding Document, processing fee may be enclosed within the cover of Technical Bid or may be enclosed in a third cover.
6.2	Deadline for Submission of Bids	6.2.1	Bids shall be submitted electronically only upto the time and date specified in the Notice Inviting Bids, as per time schedule.
6.3	Withdrawal, Substitution and Modification of Bids/ Proposals	6.3.1	A Bidder may withdraw, substitute or modify its Bid/ Proposal after it has been submitted by submitting electronically on the e-procurement portal a written Withdrawal/ Substitutions/ Modifications etc. notice duly digitally signed by the Bidder or his authorised representative, and shall include a scanned copy of the authorisation. The corresponding Withdrawal, Substitution or Modification of the Bid/ Proposal must accompany the respective written notice. All notices must be received by the I.E.C., RAJASTHAN on the e-procurement portal prior to the deadline specified for submission of Bids/ Proposals in accordance with ITB Sub- Clause 6.2 [Deadline for Submission of Bids].
		6.3.2	No Bid/ Proposal shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bids/ Proposals and the expiration of the period of Bid validity specified in ITB Clause 5.8 [Period of Validity of Bids] or any extension thereof.
6.4	Bid/ Proposal Opening	6.4.1	The electronic Technical Bids/ Proposals shall be opened by the Bids opening committee constituted by the I.E.C., RAJASTHAN as per time schedule at the office of DIRECTOR, I.E.C., RAJASTHAN, Swasthya Bhawan, Jaipur in the presence of the Bidders or their authorised representatives, who choose to be present.
		6.4.2	The Bids opening committee may co-opt experienced persons in the committee to conduct the process of Bid/ Proposal opening.
		6.4.3	The Bidders may choose to witness the electronic Bid/ Proposal opening procedure online.

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		6.4.4	The Financial Bids/ Proposals shall be kept unopened until the time of opening of the Financial Bids/ Proposals. The date, time, and location of electronic opening of the Financial Bids/ Proposals shall be intimated to the Bidders who are found qualified by the I.E.C., RAJASTHAN in evaluation of their Technical Bids/ Proposals.
		6.4.5	The Bids opening committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids opening committee with date and time of opening of the Bids.

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		<p>6.4.6</p> <p>First, covers marked as "WITHDRAWAL" shall be opened, read out, and recorded and the covers containing the corresponding Technical Bids/ Proposals and Financial Bids/ Proposals shall not be opened. No Bid/ Proposals shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is readout and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding Technical Bid/ Proposals shall be opened.</p> <p>Next, covers marked as "SUBSTITUTION Technical Bid/ Proposals" shall be opened, read out and recorded. The covers containing the Substitution Technical Bids and/ or Substitution Financial Bids shall be exchanged for the corresponding covers being substituted. Only the Substitution Technical Bids/ Proposals shall be opened, read out, and recorded. Substitution Financial Bids/ Proposals will remain unopened in accordance with ITB Sub-Clause 6.4.4. No Bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out and recorded at Bid opening.</p> <p>Covers marked as "MODIFICATION Technical Bid/ Proposals" shall be opened thereafter, read out and recorded with the corresponding Technical Bids/ Proposals. No Technical Bid and/ or Financial Bid/ Proposal shall be modified unless the corresponding modification notice contains a valid authorisation to request the modification and is read out and recorded at opening of Technical Bids/ Proposals. Only the Technical Bids/ Proposals, both Original as well as Modification,</p>
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			are to be opened, read out, and recorded at the opening. Financial Bids/ Proposals, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 6.4.4.
		6.4.7	<p>All other envelopes containing the Technical Bids/ Proposals shall be opened one at a time and the following read out and recorded-</p> <ul style="list-style-type: none"> i. the name of the Bidder; ii. whether there is a modification or substitution; iii. whether proof of Bid Securing Declaration, payment of price of the Bidding Document and processing fee have been enclosed; iv. any other details as the Bids opening committee may consider appropriate. <p>After all the Bids/ Proposals have been opened, their hard copies shall be printed and shall be initialled and dated on the first page and other important papers of each Bid by the members of the Bids opening committee.</p>
		6.4.8	Only Technical Bids/ Proposals shall be read out and recorded at the bid opening and shall be considered for evaluation. No Bid/ Proposal shall be rejected at the time of opening of Technical Bids/ Proposals except that not accompanied with the proof of payment of the required price of Bidding Document, processing fee and Bid Security Declaration.
		6.4.9	The Bids opening committee shall prepare a record of opening of Technical Bids/ Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, any conditions put by Bidder and the presence or absence of the price of Bidding Document, processing fee and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.
		6.4.10	After completion of the evaluation of the Technical Bids/ Proposals which includes evaluation of the presentation by the Bidders, the I.E.C., RAJASTHAN shall invite

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			Bidders who have submitted substantially responsive Technical Bids/ Proposals and who have been determined as being qualified to attend the electronic opening of the Financial Bids/ Proposals. The date, time, and location of the opening of Financial Bids/ Proposals will be intimated to them in writing by the I.E.C., RAJASTHAN.
		6.4.11	The I.E.C., RAJASTHAN shall notify Bidders in writing whose Technical Bids/ Proposals have been rejected on the grounds of being substantially non-responsive or not qualified due to not securing minimum qualifying marks in accordance with the requirements of the Bidding Document.
		6.4.12	The Bids opening committee shall conduct the electronic opening of Financial Bids/ Proposals of all Bidders who submitted substantially responsive Technical Bids/ Proposals and have qualified in evaluation of Technical Bids/ Proposals, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the I.E.C., RAJASTHAN.
		6.4.13	<p>All covers containing the Financial Bids/ Proposals shall be opened one at a time and the following read out and recorded-</p> <ul style="list-style-type: none"> i. the name of the Bidder; ii. whether there is a modification or substitution; iii. the Bid Prices; iv. any other details as the Bids opening committee may consider appropriate. <p>After all the Bids/ Proposals have been opened, their hard copies shall be printed and shall be initialled and dated on the first page of the each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters shall be initialled and dated by the members of the committee. Key information such as prices, completion period, etc. shall be encircled and unfilled spaces in the Bids/ Proposals shall be marked and signed with date by the members of the Bids opening committee.</p>
		6.4.14	The Bids opening committee shall prepare a record of opening of Financial Bids/ Proposals that shall include as a minimum: the name of the

			Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price and any conditions put by the Bidder. The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.
7. Evaluation and Comparison of Bids			
7.1	Confidentiality	7.1.1	<p>From the time the Proposals are opened to the time the Contract is awarded, the Service Providers should not contact the I.E.C., RAJASTHAN on any matter related to its Technical and/ or Financial Proposal, except when invited by I.E.C., RAJASTHAN to give their presentations on Technical Bids/ Proposals. Any effort by Service Providers to influence the I.E.C., RAJASTHAN or GOR in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Service Providers' Proposal.</p> <p>Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Service Provider wishes to contact the I.E.C., RAJASTHAN on any matter related to the selection process, it should do so only in writing.</p> <p>While evaluating the Proposals, the I.E.C., RAJASTHAN will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals and presentation given on Technical Proposal.</p>
7.2	Clarification of Technical or Financial Bids	7.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids/ Proposals, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid/ Proposal. The committee's request for clarification and the response of the Bidder shall be in writing.
		7.2.2	Any clarification submitted by a Bidder with regard to his Bid/ Proposal that is not in response to a request by the Bid evaluation committee shall not be considered.
		7.2.3	No change in the prices or substance of the Bid/ Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee

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			in the evaluation of the Financial Bids/ Proposals.
		7.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
7.3	Deviations, Reservations and Omissions in Technical or Financial Bids	7.3.1	<p>During the evaluation of Technical or Financial Bids/ Proposals, the following definitions apply:</p> <p>i. "Deviation" is a departure from the requirements specified in the Bidding Document;</p> <p>ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</p>
7.4	Correction of Arithmetical Errors in Financial Bids	7.4.1	<p>Provided that a Financial Bid/ Proposal is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid/ Proposal on the following basis:</p> <p>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 I.E.C., RAJASTHAN 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;</p> <p>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</p> <p>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.</p> <p>The Bidder shall have to accept the arithmetical</p>

			corrections made as above.
7.5	Responsiveness of Technical or Financial Bids	7.5.1	The I.E.C., RAJASTHAN's determination of the responsiveness of a Technical or Financial Bid/ Proposal is to be based on the contents of the Bid/ Proposal itself.
		7.5.2	<p>A substantially responsive Technical or Financial Bid/ Proposal is one that meets without material deviation, reservation, or omission to all the terms, conditions, and requirements of the Bidding Document. A material deviation, reservation, or omission is one that:</p> <p>(a) if accepted, would-</p> <ol style="list-style-type: none"> i. affect in any substantial way the scope, quality, or performance of the Services; or ii. limits in any substantial way, inconsistent with the Bidding Document ,the I.E.C., RAJASTHAN's rights or the Bidder's obligations under the proposed Contract; or <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids/ Proposals.</p>
		7.5.3	If a Technical or Financial Bid/ Proposal is not substantially responsive to the Bidding Document, it shall be rejected by the I.E.C., RAJASTHAN and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
7.6	Evaluation of Technical Proposals	7.6.1	<p>The I.E.C., RAJASTHAN's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected if it fails to achieve the minimum technical score of 60 out of 100.</p> <p>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p>

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7.8	Evaluation of Financial Proposals	7.8.1	The Service Provider is deemed to have included all prices in the Financial Proposal. The total price, excluding Service Tax specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
7.9	Taxes	7.9.1	Income Tax shall be deducted by I.E.C., RAJASTHAN at source from all payments made to the Service Provider as per provisions of prevalent Income Tax law. Goods and Service Tax, as applicable, shall be paid extra by I.E.C., RAJASTHAN to the Service Provider which in turn shall be paid to the concerned GST authority by the Service Provider.
7.10	Evaluation for Quality and Cost Based Selection (QCBS)	7.10.1	As the evaluation is to be done on Quality and Cost Based Selection (QCBS), the lowest evaluated Financial Proposal will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated below: $Sf = 100 \times \text{Lowest Financial Proposal} / \text{Financial Proposal in question}$ Proposals will be ranked according to their combined technical (St) and financial (Sf) scores, S, using the weights given to St and Sf Thus, the Total Score of a Bid, $S = St \times 0.70 + Sf \times 0.30$. The firm achieving the highest combined technical and financial score ($T = 0.70$, the weight given to the Technical Proposal; $P = 0.30$, the weight given to the Financial Proposal; $T + P = 1$) will be considered as the most advantageous bidder and, if need be, may be invited for negotiations.
8. Negotiations and Clarifications			
8.1	General	8.1.1	To the extent possible, negotiations will not be conducted, however, if considered essential by I.E.C., Rajasthan, the Service Provider obtaining the highest combined technical and financial score in the evaluation of Bids will be invited for negotiations at the office of I.E.C., RAJASTHAN at Jaipur on a date to be informed after completion of evaluation of Bids. In such a case, the Service Provider or his representative(s), who must have written power of attorney to negotiate and sign a Contract on behalf of the Service Provider, may attend negotiations.
		8.1.2	In case, negotiations are held, the I.E.C., RAJASTHAN shall prepare minutes of negotiations that are signed by the I.E.C., RAJASTHAN and the Service Provider or its authorised representative.

8.2	Availability of Key Experts	8.2.1	The invited Service Provider shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Experts' availability may result in the rejection of the Service Provider's Proposal and the I.E.C., RAJASTHAN proceeding to negotiate the Contract with the next-ranked Service Provider.
		8.2.2	Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Service Provider, including but not limited to death or medical incapacity. In such case, the Service Provider shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
8.3	Technical negotiations or clarifications	8.3.1	The negotiations include discussions of the Terms of Reference (TOR), the proposed methodology, the Client's inputs, the Conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the Contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
8.4	Financial negotiations or clarifications	8.4.1	To the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself.
		8.4.2	Negotiations may, however, be undertaken only with the highest ranked Bidder under the following circumstances- i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or ii. when the rates quoted vary considerably and considered much higher than the prevailing market rates.
		8.4.3	The Bid evaluation committee shall have full powers


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			to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		8.4.4	In case of non-satisfactory achievement of rates from highest ranked Bidder, the Bid evaluation committee may choose to make a written counter offer to the highest ranked Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second highest Bidder, then to the third highest Bidder and so on in the order of their initial standing in the bid evaluation and work order be awarded to the Bidder who accepts the counter-offer.

9. Award of Contract

9.1	Award of Contract	9.1.1	<p>After completing negotiations and clarifications and prior to the expiration of the period of validity of the Proposal, the I.E.C., RAJASTHAN shall inform the selected Service Provider in writing, by registered post or email, that its Proposal has been accepted. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Service Provider. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email to the address of the Service Provider given in the Proposal.</p> <p>In the written intimation of acceptance of its Proposal sent to the selected Service Provider, it shall also be asked to execute an agreement in the format given in the RFP on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, if applicable, within a period of 7 days from the date on which the LOA or LOI is despatched to the selected Service Provider.</p> <p>I.E.C., RAJASTHAN shall promptly notify all Service Providers who have submitted proposals about the acceptance of the selected offer and also place this information on the State Public Procurement Portal.</p>
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		9.1.2	If the Service Provider, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the I.E.C., RAJASTHAN shall take action against the successful Service Provider as per the provisions of the Act and the Rules. The I.E.C., RAJASTHAN may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates and conditions of selected Service Provider, to the Service Provider with next highest or most advantageous responsive Proposal.
9.2	Performance Security	9.2.1	<p>Performance Security shall be solicited from the selected Service Provider except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them.</p> <p>The amount of Performance Security shall be 2.5 percent of the amount of the Contract. The currency of Performance Security shall be Indian Rupees.</p> <p>The Service Provider shall deliver the Performance Security to the I.E.C., RAJASTHAN within 7 days after issue of the Letter of Award or Letter of Intent.</p>
		9.2.2	<p>Performance Security shall be furnished in one of the following forms:</p> <p>(a) Deposit through eGRAS; or</p> <p>(b) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or</p> <p>(c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the I.E.C., RAJASTHAN with the approval of Head Post Master; or</p> <p>(d) Bank guarantee. It shall be in the form given in Section VI, Contract Forms, issued by a Scheduled</p>

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			<p>Bank in India; or</p> <p>(e) Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the I.E.C., RAJASTHAN on account of the Service Provider and discharged by the Service Provider in advance. The I.E.C., RAJASTHAN shall ensure before accepting the Fixed Deposit Receipt that the Service Provider furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the I.E.C., RAJASTHAN without requirement of consent of the Service Provider concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.</p> <p>Performance Security shall remain valid for a period of sixty days beyond the date of completion of the services and all contractual obligations of the Service Provider.</p> <p>No interest shall be payable on the amount of Performance Security.</p>
		9.2.3	<p>Forfeiture of Performance Security: the amount of Performance Security in full or part may be forfeited in the following cases :-</p> <p>(a) when the Service Provider does not execute the agreement in accordance with ITC Clause 9.1 [Award of Contract] within the specified time; after issue of letter of acceptance of offer; or</p> <p>(b) when the Service Provider fails to commence the Services as per Letter of Award within the time specified; or</p> <p>(c) when the Service Provider fails to complete the Services satisfactorily within the time specified; or</p> <p>(d) when any terms and conditions of the contract is breached; or</p> <p>(e) if the Service Provider breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and ITC Clause 3.1.</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the I.E.C., RAJASTHAN in this regard shall be final.</p>
9.3	Payments	9.3.1	All payments shall be made in Indian Rupees.
9.4	<p>Schedule of Payments:-</p> <p>1. Payment will be made on monthly basis on presentation of invoice in</p>		

triplicate after end of every month duly verified and along with the documentation as asked in the work order(for work at serial no 1 of financial bid only)

Separate work orders will be issued as and when required for works under "other creative services". Invoice in triplicate after successful completion of each work will be submitted for verification and payment.

2. Taxes payable as per rules will be the liability of the successful bidder, all taxes as applicable i.e. income tax etc. shall be deducted from the payments of the successful bidder as per rules.

3. Goods and Service tax, as applicable, shall be paid extra to the Service Provider by I.E.C., RAJASTHAN with each payment for onward payment to concerned GST authority.

4. No advance payments shall be made to the Service Provider.

10. Grievance Redressal during procurement process

10.1	Grievance Redressal	10.1.1	<p>Any grievance of a Service Provider pertaining to the procurement process shall be presented by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Appendix A to these ITC to the First or Second Appellate Authority, as the case may be, as specified below:</p> <p>I First Appellate Authority: The MD NHM & Special Secretary, Medical Health and Family Welfare Department , Swasthya Bhawan, Jaipur-302 005</p> <p>II Second Appellate Authority: The Secretary, Medical, Health and Family Welfare Department, Secretariat, Jaipur-302 005</p>
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Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

(1) Filing an appeal

(a) If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the I.E.C., RAJASTHAN is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a I.E.C., RAJASTHAN evaluates the Technical Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.

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

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

(2) Appeal not to lie in certain cases

No appeal shall lie against any decision of the I.E.C., RAJASTHAN relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the bidding process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(3) Form and procedure of filing an appeal

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(a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

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

(4) Fee for filing appeal

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

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

(5) Procedure for disposal of appeals

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

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

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

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

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

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

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FORM No. 1
[See rule 83]

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

Appeal No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

2. Name and address of the respondent(s):

- (i)
- (ii)
- (iii)

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

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

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

6. Grounds of appeal:

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..... (Supported by an affidavit)

7. Prayer:

.....
.....

Place

Date

Appellant's Signature

Section II Evaluation and Qualification Criteria

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Section II: Evaluation and Qualification Criteria

A. Qualification Criteria

The Bidder must conform to all the qualification criteria given below and shall attach with his Technical Bid the documentary proof for each of the qualifying requirements. Bids without adequate supporting documents shall be treated as incomplete.

- I. The Bidder must be a registered entity in India as a proprietorship/ partnership firm or a private limited or a public limited company under the Indian Companies Act or a body registered under respective Indian Law.
- II. The Bidder must not have been debarred by the State Government or I.E.C., RAJASTHAN or blacklisted by any other procuring entity of Rajasthan.
- III. The Bidder should have relevant expertise in the areas of social media & promotion, web, audio-visual production, graphic design, and communication design with a proven track record.
- IV. The Bidder should have been in the business of providing Communication design and Social Media Management services for at least last 5 years.
- V. The Bidder should have proven experience and expertise in 360-degree I.E.C. planning, design and implementation for public welfare programs / schemes of Government for a State Government / Government of India / in Government communication work, especially G2C.
- VI. The Bidder should have executed at least five social media assignments including at least one for Central/ State Government department/ government company/ government corporation/ government boards/ government autonomous bodies in last 5 years. The value of at least one work order should not be less than Rs. 15 Lakh.
- VII. The average annual turnover of the Bidder's firm in any three consecutive years of the last four financial years (2017-18, 2018-19, 2019-20 and 2020-21) should be atleast Rupees 3 Crores. submit audited accounts and CA certificate as per annexure attached.
- VIII. The Bidder must have its fully operational Head Office / Branch Office in Jaipur
- IX. The Bidder must be registered for Goods and Service Tax with concerned GST authority.

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

B. Evaluation Criteria

1. Evaluation of Technical Proposals (Bids)

The evaluation of the Technical Proposals/ Bids will be done by awarding marks to each Technical Bid out of the maximum marks allotted to each Criteria and Sub-Criteria as given in the Table Below. The total maximum marks for evaluation of Technical Proposal are 100:

S No	Evaluation Criteria	Max. marks	Score Parameters And Marks	Documents required
A.	Relevant Experience/ organization strength/ Capability	70 marks		
1	No. of Years of operation in communication design services in India on the date of submission of the bid	10	5 to below 6 years: 3 6 years to below 10 years: 5 Additional 2 marks for 10 years and above	Certificate of incorporation issued by the Registrar of companies along with Memorandum of Articles of Association or authentic proof
2	The average annual turnover of the Bidder's firm in any three consecutive years of the last four financial years (2017-18, 2018-19, 2019-20 and 2020-21) should be atleast Rupees 3 Crores.	10	10	Attested copy of required audited balance sheet and CA certificate
3	Collective Experience* of Key personnel *Collective Experience shall be the average experience of key 8 professionals, who are: • on the Bidder's	15	more than 10 years = 15 5 to 10 years = 7 Less than 5 = 0	Details to be Filled in Form TECH 5

	<p>payroll</p> <ul style="list-style-type: none"> with experience in web & social media/audio-visual/print design/communication strategy 			
4	<p>Bidder's experience of communication design and Creative development services (audio-visual, print material, presentations, etc.) for Central/ State Government department/ government company/ government corporation/ government boards/ government autonomous bodies in the last 5 years</p> <p>Order value of each Project to be of a minimum Rs 5 lakh for completed projects awarded anytime in last 5 years as on bid submission date.</p>	15	<p>3 clients: 5</p> <p>4 to 5 clients: 7</p> <p>More than 5 but upto 9 clients: 10</p> <p>10 or more than 10 Clients: 15</p>	<p>Enclose relevant Letter of Award/ Certificate/ work order from the client showing the date of award and contract value) or any other proof (Details to be filled in Form TECH – 9A)</p>
5	<p>Bidder's experience in executing social media management assignments for Central/ State Government department/ government company/ government corporation/ government boards/ government autonomous bodies in the last 5 years</p>	15	<p>10 marks for executing social media assignments (the value of at least one work order should not be less than Rs.15 Lakh) Further, 5 marks for additional assignment valuing not less than Rs 10 Lakh.</p>	<p>Letter of Award/Work order/Certificate from the client showing the date of award) Form TECH 9B</p>

6	Office and studio in Jaipur with at least 5 employees	5	5	Valid address proof and proof of employment
B	Technical Presentation	30 marks		The presentation will be evaluated by the Procurement Committee and marks will be awarded by it.
	TOTAL	100 marks		

Note:

1. Eligible project for evaluation at point 4 & 5 would include stand-alone contract for related experience or related experience which part of a multi-component contract
2. Eligible project for evaluation at point 5 above shall not be an assignment already considered for evaluation at point 4.

The evaluation on Technical Presentation shall be done on following Sub-Criteria (Total 30 marks):

A. Execution Capabilities (10 marks)

- 1) Presentation of past work related to scope of work
- 2) Presentation of past work indicating how creatively passed assignments has been handled by the firm in government department/cooperation/ government companies/Board.

B. Methodology and innovative work plan (10 marks)

- 1) Over-arching strategy covering messaging and outreach plans to meet the objectives of the Department
- 2) Processes and tools (as per Scope of Work) covering process and tools to be used for workflow (scheduling, approvals and monitoring), social listening and response management on various platforms (Twitter, Facebook, Instagram, YouTube, etc.)
- 3) Innovative creative ideas for engaging **various** audiences and increasing social media footprint (in terms of increasing followers)

C. Presentation of two campaigns for promoting schemes of medical and health departments (10 marks)
one campaign based on social media network and second campaign based on other modes of communication.

NOTES:

- i. The Technical Proposals will be evaluated on the basis of information given in Section IV, Bidding Forms.

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ii. The Bidders would be required to make a power point presentation (not more than 30 minutes) on their Technical Proposals to a Committee constituted for the purpose. For this write up for presentation on Technical Proposal in one soft copy on CD-ROM and one hard copy describing approach, methodology, staffing, work plan, work schedule, projects of social media management executed in past etc. for best achieving the objectives of the assignment be submitted to I.E.C., RAJASTHAN alongwith submission of the original documents of Bid Security Declaration, payment of processing fee and price of Bidding Document on the day of opening of the Technical Bids at the given time.

iii. **The minimum qualifying Technical Score shall be 60 out of Maximum 100 Marks. Financial Bids of only those Bidders shall be opened who score 60 marks in evaluation of their Technical Bids.**

2. Evaluation of Financial Proposals (Bids)

As the evaluation is to be done on Quality and Cost Based Selection (QCBS) Method, **the Financial Proposal with lowest evaluated price (Sf) shall be awarded Maximum Financial Score of 100. The Financial Score, Sf of other Financial Proposals shall be computed as follows:**

$$Sf = 100 \times Fm / F$$

Where,

Fm is the price of the Lowest Proposal, and

F is the Price of the Proposal under consideration

3. Methodology of Ranking Proposals in evaluation

The Technical Score obtained by a Proposal shall be given a weightage of 70% and the Financial Score a weightage of 30%. The **Total Score, S** of a Proposal shall be obtained by adding the Weighted Technical Score and Weighted Financial Score.

Thus, the Total Score of a Bid, $S = St \times 0.70 + Sf \times 0.30$. The firm achieving the highest combined Technical Score and Financial Score, S, shall be evaluated as the **Successful Bidder** and will be invited by I.E.C., RAJASTHAN for negotiations, if required.

Section III
Terms of Reference

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Section III: Terms of Reference

1. Background

I.E.C., RAJASTHAN acts as an important executive dept. to facilitate medical and health scheme by the mode of different communication methods. The current practice is to issue need based advertisement on a limited basis depending upon the occasion or press releases. A need, of late, has been felt to adopt a structured strategy for publicity related needs of the Directorate.

The principal focus of the programme is to bring about greater awareness in the general populace about the recent initiatives taken. This should translate into willingness on the part of all concerned to leverage the features made available and thereby access the enhanced services. A multi-pronged approach, taking into account the different needs of different segments of the target group is, therefore, contemplated to be adopted.

2. Need for Social Media Management

Effective communication is recognized a sine qua non of any successful programme. Therefore, the need for a structured communication strategy cannot be overemphasized to bring about awareness in the clientele group. The communication plan needs to assess the current awareness levels and to identify plans and strategies with the ultimate objective of raising the awareness levels.

In this fast changing internet world social media communication is transforming the way in which people connect with each other and the manner in which information is

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shared and distributed. With the intent to have the presence of the State Government in this area, the I.E.C., RAJASTHAN will hire the Services of a qualified and experienced agency in accordance with the Qualification and Evaluation Criteria specified in Section II of this RFP to have the State Government's presence on the social media sites. Social media is envisaged as a powerful medium to connect directly with the people of the State who may also express their views on the events, activities, schemes and other initiatives of the State Government. The I.E.C., RAJASTHAN has already been very active on various social media platforms with a substantial following.

3. Broad Objectives

- i. To enhance and increase visibility of the Medical, Health and Family Welfare Department and the various autonomous bodies of Government of Rajasthan working under the umbrella of Medical & Health Services, through digital & social and offline communication channels.
- ii. Dispersal of news about various activities throughout the Rajasthan.
- iii. To promote Government policies, schemes and programs by providing proper and convincing messages through social media.
- iv. To establish and maintain positive impact amongst the people besides other stakeholders, especially conventional media.
- v. To engage the audience in conversations about the State & its various policies, schemes & welfare decisions to build positive, branding and to maintain sustained interactions in the social domain.

4. Scope of Work & Deliverables

i. Social Media Plan

Develop a Social Media Plan and effectively implement it for the desired Target Group(s) so as to build a positive image of the State Government and increase reach.

ii. Social Media Management

Set up and manage Social Media Channels of

- a. Medical, Health and Family Welfare Department, RAJASTHAN
- b. Rajasthan State Health Assurance Agency
- c. Rajasthan Medical Services Corporation Ltd
- d. Medical, Health and Family Welfare Department (IEC), RAJASTHAN

Covering I.E.C. on ailments, nutrition, diseases and healthy lifestyle and well-being, various initiatives, schemes & policies, events, special days, etc. The task including curating content from different official websites of Rajasthan Government and presenting the posts in appropriate social media format and following best practices in social media for each channel (Facebook, Instagram, YouTube, Twitter). Platforms like Telegram and Whatsapp, or any other platform that is well accepted by the citizens of the state, may be added in future.

Maximum number of Handles now envisaged by the Procuring Entity as planning parameter is 20 as of now. Any additional creation and management of social media Network Handles of more than 20 will be billed as Additional Task and will be paid to the Selected Bidder as per the quote submitted for Creation and Management of social media channels. The modalities can be further fine-tuned between the Selected Bidder and the Procuring Entity during the project initiation stage.

iii. Content Creation, Maintenance & Management of Social Media Handles

- i. Content for social media handles can be in the form of relevant text, pictures, audio, video, animation, infographics, interviews, news, quiz, polls, surveys, contests, live coverage of events / conferences / festivals etc.
- ii. Procuring photographs, music and videos as may be required. The expenses for the same would be paid by the Selected Bidder, including third party image/audio/video libraries, without any financial implications for the Procuring Entity.
- iii. The Selected Bidder would gather requirements for content creation and shall take approvals from the Procuring Entity / Concerned Department. The ownership of and right to all content shall be of the I.E.C., RAJASTHAN.
- iv. Relevant Media Sharing: Content (video) Sharing & re-tweeting from other online pages.
- v. The selected Bidder is also expected to create live testimonials/bytes of good practices and success stories from various parts of the State identified by the concerned Department. Minimum 3 testimonials/ success stories in a month on priority handles are required.
- vi. The Selected Bidder shall be responsible for the live coverage of events / conferences /festivals / programs / etc. relevant to the handles at any location in the entire state of Rajasthan. The Selected Bidder shall also be responsible for arranging and carrying all necessary equipment / connectivity, backup measures, logistics, etc. (Including - mobiles, tablets, gimbals, stabilizers, etc.). The events / conferences /festivals / etc. could be located anywhere in Rajasthan. The live coverage shall be done in consultation and with approval of the Procuring Entity without any cost factor on the Procuring entity.
- vii. The Selected Bidder shall use an Industry-standard Social Media Management Tool for managing the Handles. View Access shall be given to Procuring entity to the Tool. Selected Bidder shall be responsible for purchasing these tools & license(s) / Subscription(s) without any financial obligation for Procuring Entity.
- viii. The Selected Bidder would ensure content update frequency for each of the applicable social media Platform of each Department as mentioned below. The minimum performance criteria is indicative and can be reviewed & modified by the Procuring Entity / Concerned Department on time to time basis.

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iv. Expansion of Digital Outreach (Amplification):

- a) 40% handles would be the priority handles. Fans/Followers would be added to the priority and non-priority handles as detailed below. At least 70% of the fan base should be from the state of Rajasthan.

Platform	Fans/Followers
Facebook (priority handle)	100000 to be added every month, for the first six months. 10% growth month-on-month, after that.
Facebook (non-priority handle)	20000 to be added every month, for the first six months. 10% growth month-on-month, after that.
Twitter (priority handle)	10000 to be added every month, for the first six months. 10% growth month-on-month, after that.
Twitter (non-priority handle)	2000 to be added every month, for the first six months. 10% growth month-on-month, after that.
You-tube (priority handle)	10000 to be added every month, for the first six months. 10% growth month-on-month, after that.
You-tube (non-priority handle)	2000 to be added every month, for the first six months. 10% growth month-on-month, after that.

The mandate for other platforms may be detailed out by the Procuring Entity at a later stage.

- b) The Selected Bidder shall develop and execute Digital Outreach Expansion (amplification) Strategy to achieve the above targets. Procuring Entity / Concerned Departments shall monitor and provide feedback on the same from time to time.

v. Search Engine Optimization:

- a. On-page SEO
- b. Off-page SEO
 - Directory submissions
 - Social sharing – blogs and other content on Facebook, Twitter, YouTube
 - Off-page blogging – forums, blogsites

vi. Specifications of blog website:

1. Blog to have an admin Section from where authorized users can create, update, delete, draft or publish the posts for the blog.
2. Blog posts may include photo, video, audio, infographics apart from text.
3. Blog should have the option for the user to share individual post on various channels of social media like Facebook, Twitter, etc.
4. Subscription function allows readers to subscribe to this blog and receive new posts link via email.


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5. The blog will not have comment option.

vii. Social Media Promotion:

Running paid promotion to amplify reach of posts or tweets or to increase fans/followers from time to time. Manage Advertising on all platforms to get desired results. Selected Bidder shall be responsible for such activity without any separate/additional financial obligation for Procuring Entity.

ix. Response Management & Online Reputation Management

The Selected Bidder shall in consultation with the Procuring Entity / Concerned Department develop an appropriate Responses Matrix/Model to tackle at least 90% of possible situations (excluding spam responses, comments/remarks) on social media.

These shall be answered on the basis of the pre-decided Responses Matrix or be escalated to the concerned department within 24 hours (and shall be responded based on the input from Procuring Entity / Concerned Department).

x. Reporting:

- The agency has to submit analytics report about the social media performance to I.E.C., RAJASTHAN on monthly basis upto 7th of the next month.
- Selected Bidder shall provide the online dashboard for the Procuring Entity to access the real-time status, insights, reports, etc. The mechanism for reports could be mutually decided between the Selected Bidder and Procuring Entity / Concerned Department.

xi. Team deployment

The Bidder must be able to deploy a dedicated experienced team located in Jaipur comprising following personnel:

1. Project Manager/Client Servicing Executive – Two
2. Social Media Expert – One
3. Social Media Managers – Two
4. SEO Expert – One
5. Graphic designer – Two
6. Content Writer – Two Hindi and One English
7. Video Editor – One
8. Photographer-Videographer – One
9. Web/UI & UX Designer – One
10. Web developer – One

xii. **Other Terms**

- I. Content information & images for the news posts will be provided by the Department or can be taken from the I.E.C., RAJASTHAN website, which the agency needs to appropriately modify to make it ready for social media. For other posts, the agency may need to develop content.
- II. Agency to develop infographics and image/ graphic based creatives for social media and blogs as and when required.
- III. The agency must have the Jaipur based team of personnel as required by Qualification criteria to work on the assigned task.
- IV. The agency needs to proactively manage for prompt communication strategies in contact with a single point of contact within I.E.C., RAJASTHAN.

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Section IV : Bidding Forms

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Technical Proposal (Bid)



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Form TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM
(On the letter head of the Bidder)

{Location, Date}

To

The Director,
I.E.C.,
Swasthya Bhawan, Jaipur-302 005

Dear Sir/ Madam,

We, the undersigned, submit our Proposal for selection of Agency for Social Media Management for I.E.C., RAJASTHAN in accordance with your Request for Proposals No. *[Insert Number]* dated *[Insert Date]*. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal in a separate cover.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the I.E.C., RAJASTHAN and action may be taken against us under the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013;
- (b) Our Proposal shall be valid and remain binding upon us for the required period of 90 Days;
- (c) We declare that we have complied with the and shall continue to comply with the provisions of Code of Integrity contained in the Act, Rules and the RFP Document in competing for and in execution of the Contract and that we have no conflict of interest as stated in the RFP Document;
- (d) We meet the Eligibility and Qualification criteria as required in the RFP Document;
- (e) We are in full agreement with all the terms and conditions of the RFP as stated in the RFP Document without any reservation, deviation or omission;
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the negotiations, if any;
- (g) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 2.5 percent of the Contract Price for the due performance of the Contract;

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

(i) Our firm, its affiliates or subsidiaries for any part of the Contract have not been debarred by the State Government or the I.E.C., RAJASTHAN or a regulatory authority under any applicable law;

(j) We agree to permit Government of Rajasthan or the I.E.C., RAJASTHAN or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;

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

(l) We understand that the I.E.C., RAJASTHAN is not bound to accept any Proposal that it receives and may reject any or all proposals.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

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



Form TECH-2 BIDDER'S ORGANIZATION AND EXPERIENCE

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

A - Bidder's Organization

1. Bidder's Details

Fill in the required details in following Table:





Name of Firm					
Name of Contact Person with Designation					
Registered Office Address					
Address of the Firm in Jaipur					
Type of Firm Put Tick(") mark	Public Limite d	Private Limited	Partnership	Propriet ary	Others
Telephone Number(s)					
Email Address					
Web Site:					
Fax No.					
Mobile Number					
Goods and Service Tax Registration No.					
PAN number					








2. Provide here a brief description of the background and organization of your company/ firm.

3. Provide dates of registration of the company/ firm/ organization and commencement of business.

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

4. The Bidder must be in the field of managing social media of its clients for at least last five years.

(Enclose self attested copies of proof of managing social media of clients for last five years).


5. Provide figures of financial turnover of the Firm from communication design and social media work (excluding media releases, printing, production, trading of goods etc.) for any three consecutive financial years of the preceding four financial years (Financial years 2017-18, 2018-19, 2019-20 and 2020-21). The average annual turnover of the Firm should be not less than Rupees 3 Crores.

(Enclose copies of audited statements of accounts for any three consecutive financial years 2017-18, 2018-19, 2019-20 and 2020-21. If audit has not been conducted for the year 2020-21, a certificate of the statutory auditor be enclosed about the figure of turnover.)



6. The firm should have been registered for Goods and Service Tax.
(Enclose copy of registration for GST.)

7. The firm should have Permanent Account Number (PAN) for income tax.
(Enclose copy of PAN card issued by Income Tax Department.)

8. Enclose declaration that the Firm is not debarred by the Government of Rajasthan and I.E.C., RAJASTHAN or blacklisted by any other procuring entity of Rajasthan.



(29)

B - Bidder's Experience

1. List at least five social media assignments executed in last 5 years including at least one for Central/ State Government department/ government company/ government corporation/ government boards/ government autonomous bodies. The value of at least one work order should not be less than Rs. 15 Lakh.
2. List in the following format only those assignments for which the Bidder was legally contracted by the Client as a Bidder. The Bidder should substantiate the claimed experience by attaching copies of relevant work orders/ work completion certificates.

Summary sheet for the most relevant assignments in the following format:

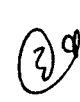


Name of the assignment	Client (address and Contact Number)	Time Period (From.....to)	Amount of Work Order in Rupees

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(Form TECH-3)

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE,
COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE
I.E.C., RAJASTHAN**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are to be provided by the I.E.C., RAJASTHAN, including administrative support, office space, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the I.E.C., RAJASTHAN. For example, administrative support, office space, data, background reports, etc., if any}

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Form TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology. The Bidders who qualify in evaluation of Technical Bids will be required to give a presentation on these aspects when requested after opening of Bids.

a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected outputs, and the degree of detail of such output. Please do not repeat/ copy the TOR here.}

b) **Work Plan.** {Please outline the plan for the implementation of the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the I.E.C., RAJASTHAN), and tentative delivery dates of the outcomes. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan}.

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Form TECH-5
PART-I : TEAM COMPOSITION AND KEY PERSONNEL'S INPUTS

{Please provide here the details of the composition of the Team of Key Personnel. The CVs of the Team members be submitted in format given in Part-II of this Form.}

S.No.	Name of the Key Personnel	Current Designation	Area of Expertise (& total Experience in years)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

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Form TECH-5
PART-II : CURRICULUM VITAE OF KEY PERSONNEL

{Please provide CVs of the Key Personnel of the Team in the given Format. Use separate sheets for each member.}

(Affix passport size colour photograph of the Member)

- 1 Name with Father's/ Husband's name**
- 2. Date of birth**
- 3. Telephone/ Mobile Number**
- 4. Postal Address**
- 5. Role Assigned for the project**
- 6. Technical/ Professional Qualifications (Give details with names of Institution/ University and Year of Completion)**
- 7. Areas of Key Expertise**
- 8 Professional Experience**

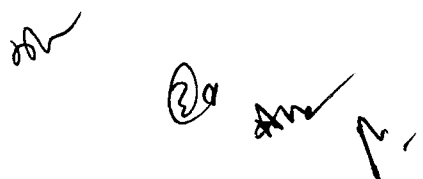
Date.....

Signature of Personnel

Counter Signature by the Bidder



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FORM TECH-6
Form of Bid Securing
Declaration
Form of Bid-Securing Declaration

Date:
Bid No. :
Alternative No. :
To:
.....
.....

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed ; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- 1. we are not the successful Bidder;
- 2.the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- 3.thirty days after the expiration of our Bid.
- 4. the cancellation of the procurement process; or
- 5.the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed:-----

Name :-----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of:

Dated on day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid,]

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FORM TECH-7

Declaration by the Bidder in compliance of Section 7 & 11 of the Act

Declaration by the Bidder



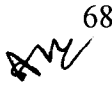

In relation to our Proposal submitted to the I.E.C., Rajasthan, Jaipur-302 005 for Selection of Agency for Social Media Management for I.E.C., RAJASTHAN in response to their Request for Proposal No..... Dated we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the I.E.C., RAJASTHAN;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:
Place:

Signature of Bidder
Name :
Designation:
Address:


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**FORM TECH-8
POWER OF ATTORNEY**

(On Stamp paper of appropriate value)

Know all men by these presents, We.....(name of the Service Provider and address of the registered office) do hereby constitute, appoint and authorise Mr./ Ms. (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our RFP for Selection of Agency for Social Media Management for I.E.C., RAJASTHAN including signing and submission of all documents and providing information/ responses to I.E.C., RAJASTHAN in all matters in connection with our Proposal for the said Assignment.

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

Dated this the Day of

Accepted

Signature and Name

Signature, Name and designation of the Service Provider

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FORM TECH 9A

Bidder's experience of successfully executing communication design and creative development services (audio-visual, print material, presentations, etc.) for Central/ State Government department/ government company/ government corporation/ government boards/ government autonomous bodies in the last 5 years.

List only those assignments for which the Firm was legally contracted by the Client as a company or was one of the joint venture partners/consortium member.

Assignments completed by the Firm's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Firm. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Department.


Details of the most relevant assignments in the following format:


Name of the assignment	Client Name (address and Contact Number)	Time Period (From....to....)	Order Value (Rs.)

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FORM TECH 9B

Bidder's experience of successfully executing social media management assignments for Central/ State Government department/ government company/ government corporation/ government boards/ government autonomous bodies in the last 5 years.

List only those assignments for which the Firm was legally contracted by the Client as a company or was one of the joint venture partners/consortium member.

Assignments completed by the Firm's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Firm. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Department.



Details of the most relevant assignments in the following format:

Name of the assignment	Client Name (address and Contact Number)	Time Period (From....to....)	Order Value (Rs.)

m

(30)

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FORM TECH-10

Format for seeking clarifications/ Pre-bid queries

Name of the Bidder:
 Address:
 Telephone Nos.:
 Fax No:
 Mobile No:
 Email ID:

	Section No. – Clause No. – Paragraph/Bullet No.	Correspondin g page no in the Bidding Document	Particulars of the query /clarification	Remarks of I.E.C., RAJAST HAN

Authorized Signatory

Designation

[The queries have to be submitted through e-mail in word document (not a PDF) to I.E.C., RAJASTHAN. The bidder should send the queries through official e-mail IDs only.]

Financial Proposal (Bid)



**FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM**



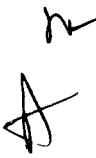


The bidder shall submit the financial rates only in BOQ format at e-proc portal only.





Social Media and Communication Material Design Rates

Please note:







- i. Only one rate to be mentioned against each item. Range of rates will not be accepted
- ii. Please read conditions carefully before filling the financial bid.
- iii. All items have to be filled read terms. Any item missing will invite disqualification
- iv. Amount to be filled in INR
- v. rate quoted shall be excluded of GST

Sl. No.	Item Description	Estimated Qty/Units	Quote Rates per unit	Total (3*4)
1	2	3	4	5
1.	SOCIAL MEDIA MANAGEMENT			
2.	All Social Media activities mentioned in the Scope of Work for upto 20 handles (Per Month/Per Year)	400 Post Per Month		
3.	For Boosting of Post	-		
4.	ADDITIONAL CREATIVE SERVICES			
5.	Section A: Digital Media			
6.	Development of linear Power Point Slide Presentation/Slide Show including content, design of all template screens, and slide transitions, without internal hyperlinks (per slide), deliverable in ppt/pps/pdf format	100		
7.	Finishing of linear Power Point Slide Presentation/Slide Show (text slides provided by client) including design of templates such as title slide, running slide, new section slide, concluding slide, and slide transitions (per slide)	250		
8.	Interactive CD /Interactive presentation/training CDs/Touch Screen, with background music and sound excluding Video Editing, Video insertion charges and animation charges (rate per link) and excluding the cost of background music and sound composition.	50		
9.	Section B: PHOTO/AUDIO/VIDEO			







10.	Video Spot/TVC/Audio-Visual/Documentaries/Short Films: Consolidated rate includes charges for script/storyboard, location recce, travel outside Jaipur upto 200 km, artists, video shoot in HD format, editing, 2-D animation of text and graphics, titling/sub-titling/text, music, voiceover artist fee, mastering and studio charges. Exclusions: Celebrity Endorsements, Special IPR Royalty, Location Fee			
I	upto 60 sec	200		
II	Above 1 min upto 5 min	50		
III	Above 5 min upto 10 Minutes	20		
IV	Above 5 min upto 15 min	20		
11.	2D Animation clip/AV using still images, background music, text/graphic 2D animation,			
	With Background Music : (rate per sec)	25		
	Without Background Music : (rate per sec)	25		
12	SECTION C Web Site Design & Development			
13	Design of Responsive Website Pages(in accordance with all guidelines and standards of DoITC, Rajasthan) Per Page	20		
14	Design of Home Page , including need assessment, planning of structure & quick-links, features & functionalities, nomenclature of links and content in English/Hindi- Per page	20		
15	In JPEG/PSD format	4		
16	In HTML/ASPX/PHP format	4		
17	GUI design of front-end web pages (per page)			
18	In JPEG/PSD format	20		
19	In HTML/ASPX/PHP format	20		
20	SECTION E -DIGITAL PRINTING			
21	Per A3 Sheet on Matte Sheet, Per Surface	1000		
22	Per A3 Sheet on Textured Sheet, Per Surface	1000		
23	SECTION F: Logo & Identity			
24	Organisation/Brand/Project Identity Graphic unit and brand colours including Brand Guideline and Templates PERMANENT USE	5		
25	Graphic Unit for special purpose use (conference, event, etc.)	5		
27	Development of 2-D Mascot/Character illustration (per character)	10		

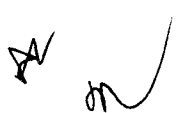














29	SECTION G: PHOTOGRAPHY AND VIDEOGRAPHY including camera & photographer's fee excluding cost of models and props (high-resolution digital)			
30	Creative Photography assignment charges for print & electronic mediums including special lights, if required (per day)			
i	Full Day (8 Hrs.)	50		
ii	Half Day	50		
31	Photography with Drone in HD Format (per day)	10		
32	Video Shoot for Interview/ Byte capturing including camera & tripod charges & cameraman's fee, lapel mic but excluding the cost of media (per day)			
i	Full Day (8 Hrs.)	100		
ii	Half Day	100		
33	SECTION H- PRINT MATERIAL (Per Page)			
34	Publication Cover Design	50		
35	Page Design for Brochure/Subsequent set of 4 pages per set	50		
36	Handout/Flyer Folder (1 to 2 slides)	50		
37	Calendar (Per Calendar)	10		
38	3-Dimensional Informative mailer / Invitation including concept & design (excluding production)	10		
39	Greeting/ Invitation (Per Page , flat/2 D)	15		
40	Visiting Card / Letter head / Envelope (Per item)	15		
41	Identity Card / Delegate Card			
42	Master Design	2		
44	Branded Giveaway Design (Mug, Tshirt, etc.) – per Design	20		
45	Poster design	25		
46	Carry Bag / Box / Wrapping paper Design	10		
47	Rework/Updation/Revision in the existing publication in terms of content and layout, and digital artwork (Per page)	20		








48	Re-sizing of existing Document/Publication/Brochure, etc. without any content changes (per page)	20		
49	Certificate	30		
50	DVD Case/Cover design / Pendrive Case/Cover design	10		
51	Scheme Card design	10		
52	Exhibition Booth Design			
53	Theme & layout for Exhibition Booth	10		
54	Design & digital artwork of panel (per panel)	30		
55	Layout for Raw Space	10		
56	3D installation design	10		
57	Event Stage setting & backdrop structure design	10		
58	Electronic Backdrop / Slides for Watchout (Per Slide)	25		
59	Audio Visual content for Watchout with script, animation, background music, with/without voice over using text, images and/or videos (upto 30 sec)	50		
60	Backdrop for events	10		
61	Wall Treatment (with images and/or graphics)	10		
62	Voucher/ticket/coupon / Gift Tag/Sticker design	10		
63	Design for Mass Media			
64	Design for Daily Press/Magazine (excluding special Photography, if needed)			
65	Rate per Daily Press/Magazine Master Ad Creative			
I	Full Page	20		
II	Half Page	20		
III	Quarter PaGE	60		
66	Language/ Size adaptation of existing/ approved mass media creative (per creative)	20		
67	Updation/Revision in text of existing/ approved mass media creative or (per creative)	20		
68	Conversion of existing/ approved colour mass media creative into black & white (per creative)	20		







69	Advertorial for daily press/magazine (content, layout and digital artwork) Full Page Magazine / Quarter page Newspaper	20		
70	Advertorial for daily press (content, layout and digital artwork) Newspaper: Half page	20		
71	Advertorial for daily press (content, layout and digital artwork) Newspaper: Full page	20		
72	SECTION I: Out-of-home: Design and digital artwork (excluding special photography, if needed)			
73	Banner/Kiosk/Bus Panel design	100		
74	Hoarding / Unipole / Gantry design	100		
75	Bus Shelter design (all surfaces)	50		
76	Vehicle Design (Each Surface)	20		
77	Complete Vehicle Design	20		
78	Signage design	20		
79	Resizing/updation of existing out-of-home creative without any content changes (per adaptation)	10		
80	Wall Painting Designs	50		
81	Total			
<p><i>It is to be noted that the above lists are non-exhaustive, and tasks of similar competency can be assigned to the selected bidder's list of services. Also, the quantities /numbers mentioned above are merely indicative, the I.E.C. may reduce or increase the numbers/Quantities as per the actual requirement of the items above. If I.E.C. requires a new item to be added to the above list, the rates for such items shall be decided through negotiations with the service provider, as and when the need so arises. For calculation of lowest prices offered, the total amount as per item no 81 above shall be considered.</i></p>				

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1. We, the undersigned, offer to provide the services for Social Media Management for NHM, RAJASTHAN in accordance with your Request for Proposal dated {Insert Date} and our Technical Proposal, without any reservation and condition.
2. Having gone through this RFP document and having fully understood the scope of work and agreeing to all the terms and conditions as set out in the RFP document, we quote the following fees for the Assignment without any condition on monthly basis:
3. Our Financial Proposal is for the monthly amount as filled in BOQ, including all expenses but excluding Goods and Service Tax at the applicable rate which shall be paid extra by the IEC, RAJASTHAN.
4. The financial proposal covers remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), equipment, surveys, publicity, printing, overhead charges, travelling, boarding and lodging and out of pocket expenses, documentation and communication during the period of the contract.
5. The offer price quoted by us is and shall remain firm during the period of Contract.
6. The financial proposal is inclusive of all activities not specifically mentioned in the RFP document, but is essential for successful completion of Assignment.
7. Our Financial Proposal shall be binding upon us subject to reduction, if any, resulting from Contract negotiations, up to expiration of the validity period of the Proposal.
8. We understand you are not bound to accept any Proposal and may reject any or all Proposals you receive.

[Handwritten initials 'L' and 'h' on the right margin]

We remain, yours sincerely,
 Authorized Signature {In full and initials}: _____ Name and Title of Signatory: _____ In the capacity of: _____ Address: _____ E-mail: _____

[Handwritten signatures and initials at the bottom left]

Section VA
General Conditions of Contract

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Section VA : General Conditions of Contract for providing the Services for Social Media Management for I.E.C., RAJASTHAN

1. General			
S. No.	Particulars	Clause	Description
1.1	Definitions		Unless the context otherwise requires, the following terms wherever used in this Contract have the following meanings:
		1.1.1	"Act" means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	"Applicable Law" means the laws and any other instruments having the force of law in India or Rajasthan, as they may be issued and in force from time to time.
		1.1.3	"Client" means the I.E.C., Rajasthan.
		1.1.4	"Contract" means the legally binding written agreement as signed by the Parties, which include Letter of Acceptance, these General and Special Conditions of Contract, Bidding Forms and the Appendices.
		1.1.5	"Day" means a calendar day.
		1.1.6	"I.E.C., RAJASTHAN" means the Director, I.E.C., Government of Rajasthan, Jaipur.
		1.1.7	"Effective Date" means the date on which this Contract comes into force and effect.
		1.1.8	"GCC" mean these General Conditions of Contract.
		1.1.9	"Government/ GOR" means the Government of Rajasthan.
		1.1.10	"In writing" means communicated in written form as a letter, e-mail, fax to the specified address, contact id with proof of receipt.






		1.1.11	"Key Technical Personnel" means individual professionals whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) were taken into account in the technical evaluation of the Service Provider's proposal.
		1.1.12	"LOI/ LOA" means the Letter of Intent/ Acceptance sent by I.E.C., RAJASTHAN to the selected most advantageous Service Provider.
		1.1.13	"Non-Technical Personnel" means individual professionals provided by the Service Provider to perform the Services or any part thereof under the Contract but whose skills, qualifications, knowledge and experience are not critical to the performance of the Services.
		1.1.14	"Party" means the Client or the Service Provider, as the case may be, and "Parties" means both of them.
		1.1.15	"Personnel" means professionals and support staff in form of Key Technical Personnel and Non-Technical Personnel which will be provided by the Service Provider to perform the Services or any part thereof under the Contract;
		1.1.16	"Procuring Entity" means the I.E.C., Rajasthan.
		1.1.17	"Rules" means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.18	"Services" means the tasks to be performed by the selected Service Provider pursuant to the Contract.
		1.1.19	"Service Provider" means the selected Bidder who will provide the Services to the I.E.C., Rajasthan under the Contract.
		1.1.20	"Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Service Provider, and expected results and deliverables of the assignment.














		1.1.21	"Third Party" means any person or entity other than the State Government/ the I.E.C., RAJASTHAN and the Service Provider.
		1.1.22	Terms not defined here shall have the same meaning as given to them in the Act and Rules.
2. Interpretation and communication			
S.No.	Particulars	Clause	Description
2.1	Relationship Between the Parties	2.1.1	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Experts, Personnel if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
2.2	Law Governing the Contract	2.2.1	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
2.3	Language	2.3.1	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
2.4	Headings	2.4.1	The headings shall not limit, alter or affect the meaning of this Contract.
2.5	Notices, Communications	2.5.1	Any communication, notice, request or consent required or permitted to be given or made pursuant to this Contract shall be In Writing. Any such notice, request or consent shall be deemed to have been given or made when delivered personally, posted, e-mailed, faxed to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in below:- Representative of the I.E.C., RAJASTHAN and his/ her communication address: Representative of the Service Provider and his/ her communication address:







		2.5.2	A Party may change its authorized representative or address for notice hereunder by giving the other Party a notice In Writing of such change.
2.6	Location	2.6.1	The Services shall be performed in Rajasthan and at such other locations as may be specified from time to time by I.E.C., RAJASTHAN.
2.7	Authorized Representatives	2.7.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Service Provider may be taken or executed by the Authorized Representatives of the I.E.C., RAJASTHAN and the Service Provider.
3. Code of Integrity			
S.No.	Particulars	Clause	Description

3.1	Code of Integrity	3.1.1	<p>It is required that bidders observe the highest standards of ethics during the procurement process and performance of the Contract. Therefore, The Service Provider or their personnel shall-</p> <p>(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 performance of the Contract or to otherwise influence the Client/ Procuring Entity;</p> <p>(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract;</p> <p>(c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process and performance of the Contract;</p> <p>(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process and performance of the Contract;</p> <p>(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 and performance of the Contract;</p> <p>(f) not obstruct any investigation or audit of a procurement process and performance of the Contract;</p> <p>(g) disclose conflict of interest, if any;</p> <p>(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; and</p> <p>(i) not indulge in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract.</p>
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		3.1.2	<p>For the purposes of this Sub-Clause:</p> <p>i. "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in the Contract execution;</p> <p>ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of the Contract;</p> <p>iii. "collusive practice" means a scheme of arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels;</p> <p>iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a Contract.</p>
3.2	Measures to be Taken On Breach Of Code of Integrity	3.2.1	<p>Breach of Code of Integrity by the Service Provider or their personnel:- Without prejudice to the provisions of Chapter IV of the Act, in case of any breach of the Code of Integrity by the Service Provider or their personnel, the I.E.C., RAJASTHAN may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and Chapter IV of the said Act.</p>
4. Commencement, Completion, Modification and Termination of Contract			
S.No.	Particulars	Clause	Description
4.1	Effectiveness of Contract	4.1.1	<p>This Contract shall come into force and effect on the date (the "Effective Date") on which the Client issues to the Service Provider the Letter of Acceptance of his Proposal. The notice to commence the Services, if issued separately, shall confirm that the effectiveness conditions agreed, if any, have been met.</p>







	Forfeiture of Performance Security	4.1.2	<p>Performance Security amount in full or in part may be forfeited by the I.E.C., RAJASTHAN in any of the following cases:-</p> <p>(a) If the Service Provider fails to commence the Services within the specified time period after signing of the agreement with the I.E.C., RAJASTHAN.</p> <p>(b) If any of the terms and conditions of the Contract is breached.</p> <p>(c) When the Service Provider fails to execute the Contract satisfactorily.</p> <p>(d) If the Service Provider breaches any provision of the Code of Integrity prescribed in the Act and Chapter VI of the Rules and CC Clause 3.</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Client in this regard shall be final.</p>
4.2	Commencement of Services	4.2.1	The Service Provider shall confirm availability of Key Technical Personnel and begin carrying out the Services from the Effective Date specified by the I.E.C., RAJASTHAN.
4.3	Expiration of Contract	4.3.1	Unless terminated earlier, this Contract shall expire at the end of a period of 12 months after the Effective Date. The Contract period may further be extended as per RTPP Act and RTPP Rules.
4.4	Entire Agreement	4.4.1	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
4.5	Modifications or Variations	4.5.1	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
		4.5.2	In cases of substantial modifications or variations, the prior written consent of the competent authority of the Government will be required.

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5. Force Majeure

S.No.	Particulars	Clause	Description
5.1	Definition	5.1.1	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
		5.1.2	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts or 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 the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
		5.1.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
5.2	No Breach of Contract Due to Force Majeure	5.2.1	The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
5.3	Measures to be Taken	5.3.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.







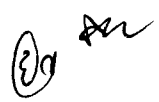
		5.3.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
		5.3.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
		5.3.4	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Client, shall continue with the Services to the extent possible in which case the Service Provider shall continue to be paid under the terms of this Contract.
		5.3.5	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Dispute Resolution Mechanism.
5.4	Suspension	5.4.1	The Client may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period specified in the notice.
6. Termination			
S.No.	Particulars	Clause	Description















6.1	By the Client	6.1.1	<p>The I.E.C., RAJASTHAN may terminate this Contract in case of the occurrence of any of the events specified in paragraphs mentioned below. In such an occurrence the Client shall give a not less than fifteen (15) days' written notice of termination to the Service Provider:</p> <ul style="list-style-type: none"> (a) If the Service Provider fails to remedy a failure in the performance of its obligations under the Contract, as specified in the notice of termination. (b) If the Service Provider becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary. (c) If the Service Provider fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration proceedings. (d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services. (e) If the I.E.C., RAJASTHAN, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. (f) If the Service Provider, in the judgment of the I.E.C., RAJASTHAN, has breached any provision of the Code of Integrity as given in CC Clause 3 or engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract. (g) If the Service Provider submits to the I.E.C., RAJASTHAN a false statement/ document which has a material effect on the rights, obligations or interests of the I.E.C., RAJASTHAN. (h) If the Service Provider fails to confirm availability of Key Experts as required in CC Clause 4.2.1 [Commencement of Services].
		6.1.2	<p>Termination by the Client due to failure of the Service Provider to provide the required Services shall lead to the forfeiture of the Performance Security as per CC Clause 4.1.2 [Forfeiture of Performance Security].</p>









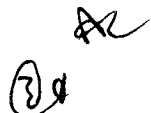





6.2	By the Service Provider	6.2.1	<p>The Service Provider may terminate this Contract, by not less than thirty (30) <u>days</u>' written notice to the I.E.C., RAJASTHAN, in case of the occurrence of any of the events specified as under:</p> <p>(a) If the I.E.C., RAJASTHAN fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the I.E.C., RAJASTHAN fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration.</p>
6.3	Cessation of Rights and Obligations	6.3.1	<p>Upon termination of this Contract pursuant to CC Clause 6 hereof, or upon expiration of this Contract pursuant to GCC Clauses 4.3, all rights and obligations of the Parties hereunder shall cease, except:</p> <p>(i) such rights and obligations as may have accrued on the date of termination or expiration,</p> <p>(ii) the obligation of confidentiality set forth in CC Clause 7.7,</p> <p>(iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records by the I.E.C., RAJASTHAN set forth in CC Clause 7.10, and</p> <p>(iv) any right which a Party may have under the Applicable Law.</p>
6.4	Cessation of Services	6.4.1	<p>Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clause 6.1 or 6.2, the Service Provider shall, immediately upon receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p>







6.5	Payment upon Termination	6.5.1	Subject to the CC Clause 3.2.1 [Measures to be Taken on Breach of Code of Integrity], upon termination of this Contract, the Client shall make the following payments to the Service Provider: (a) payment for Services satisfactorily performed prior to the effective date of termination; and (b) in the case of termination pursuant to paragraphs (d) and (e) of GCC Clause 6.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.
6.6	Disputes about Events of Termination	6.6.1	If either Party disputes whether an event has occurred, such Party may, within thirty (30) Days after receipt of notice of termination from the other Party, may take recourse to Dispute Resolution Mechanism, and in that case this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting award in accordance with the Dispute Resolution Mechanism or arbitration.
6.7	penalties and Liquidated Damages	6.7.1	The Purchase Officer may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances. Reasons shall be recorded. Extension in delivery period : In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the bidder has failed to supply :- (a) Delay upto one fourth period of the prescribed delivery period ----2.5%; (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period---5% ; (c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period---7.5% (c) Delay exceeding three fourth of the prescribed delivery period---10% . Note : Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of liquidated damages shall be 10%..

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7. Obligations of the Service Provider			
S.No.	Particulars	Clause	Description

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7.1	Standard of Performance	7.1.1	The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, approved professionals, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the I.E.C., RAJASTHAN, and shall at all times support and safeguard the I.E.C., RAJASTHAN's legitimate interests in any dealings with Third Parties. No decision regarding design or incidental thereto of the Service Provider should cause any loss to the Client.
		7.1.2	The Service Provider shall employ and provide such qualified and experienced Experts as are required to carry out the Services.
7.2	Law Governing Services	7.2.1	The Service Provider shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts, as well as the Personnel of the Service Provider complies with the Applicable Law.
		7.2.2	The Client shall notify the Service Provider In Writing of relevant local customs, and the Service Provider shall, after such notification, respect such customs.
7.3	Conflict of Interests	7.3.1	The Service Provider shall hold the I.E.C., RAJASTHAN's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
7.4	Service Provider Not to Benefit from Commissions, Discounts, etc	7.4.1	The payment of the Service Provider pursuant to GCC Clause 10 shall constitute the Service Provider's only payment in connection with this Contract and, the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Service Provider shall use its best efforts to ensure that his Personnel and agents similarly shall not receive any such additional payment.

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		7.4.2	Furthermore, if the Service Provider, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Service Provider shall comply with the Procuring Entity's procurement rules and guidelines, and shall at all times exercise such responsibility in the best interest of the I.E.C., RAJASTHAN. Any discounts or commissions negotiated by the Service Provider in the exercise of such procurement advisory responsibility shall be for the account of the I.E.C., RAJASTHAN.
7.5	Service Provider and Affiliates Not to be Otherwise Interested in Project	7.5.1	The Service Provider agrees that, during the term of this Contract and after its completion or termination, the Service Provider and any entity affiliated with the Service Provider, shall be disqualified from providing goods or works resulting from or directly related to the Service Provider's Services for the preparation or implementation of the project.
7.6	Prohibition of Conflicting Activities	7.6.1	The Service Provider shall not engage, and shall cause its Experts, Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
		7.6.2	The Service Provider has an obligation and shall ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the I.E.C., RAJASTHAN, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider or the termination of its Contract, in addition to any action which may be taken under the provisions of the Act and the Rules.
7.7	Confidentiality	7.7.1	In addition to the provisions of Section 49 of the Act and Rule 77 of the Rules, except with the prior written consent of the I.E.C., RAJASTHAN, the Service Provider and the Experts or Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the Experts or Personnel make public the recommendations formulated in the course of, or as a result of the Services.
7.8	Liability of the Service Provider	7.8.1	The Service Provider's liability under this Contract shall be as per the Applicable Law.











7.9	Insurance to be Taken out by the Service Provider and its obligations	7.9.1	<p>The Service Provider:</p> <ul style="list-style-type: none"> ① shall take out and maintain, in the joint name of the I.E.C., RAJASTHAN and himself, upto the final completion of the Contract at their own cost but on terms and conditions approved by the I.E.C., RAJASTHAN, insurance against all the risks for his personnel, vehicles, equipments, etc; and ② at the I.E.C., RAJASTHAN's request, shall provide evidence to the I.E.C., RAJASTHAN showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. <p>The Service Provider shall ensure that such insurance is in place prior to commencing the Services as stated in GCC Clause 4.2.</p>
		7.9.2	<p>Service Provider's obligations:</p> <ol style="list-style-type: none"> 1. The Service Provider is obliged to work closely with the I.E.C., RAJASTHAN, act within its own authority and abide by its directives. 2. The Service Provider will abide by the job safety measures prevalent in India and will free the I.E.C., RAJASTHAN from all demands or responsibilities arising from accidents or loss of life the cause of which is the Service Provider's negligence. The Service Provider will pay all indemnities arising from such incidents and will not hold the I.E.C., RAJASTHAN responsible or obligated. 3. The Service Provider is responsible for managing the activities of its personnel or sub contracted personnel and will hold itself responsible for any misdemeanor. 4. The Service Provider will indemnify the I.E.C., RAJASTHAN against any misuse of I.E.C., RAJASTHAN or I.E.C., RAJASTHAN's Name, Brand Name and Logo. For any misuse of I.E.C., RAJASTHAN/ I.E.C., RAJASTHAN's name and logo, the Service Provider will be held responsible. I.E.C., RAJASTHAN will take necessary legal and other actions for such cases. I.E.C., RAJASTHAN will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant. <p>The Service Provider shall keep the I.E.C.,</p>

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			<p>RAJASTHAN indemnified for all legal consequences arising out of its activities that may end up being offensive etc.</p> <p>6. Data gathered from I.E.C., RAJASTHAN/ I.E.C., RAJASTHAN publicity exercise and methodology shall not be misused to benefit other private/public sector schemes.</p>
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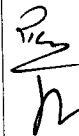

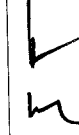
7.10	Accounting, Inspection and Auditing	7.10.1	The Service Provider shall keep accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
		7.10.2	The Service Provider shall permit the I.E.C., RAJASTHAN or Government of Rajasthan and/ or persons appointed by them to inspect the Site and its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the I.E.C., RAJASTHAN or Government of Rajasthan.
		7.10.3	The Service Provider's attention is drawn to the fact that acts of the Service Provider intended to impede the exercise of the powers of inspection and audit by the I.E.C., RAJASTHAN or the Government constitute a prohibited practice leading to Contract termination as well as to a determination of ineligibility for further contracts.
7.11	Reporting Obligations	7.11.1	The Service Provider shall submit to the Client the reports and materials specified in the final Terms of Reference
7.12	Proprietary Rights of the I.E.C., RAJASTHAN in Reports and Records	7.12.1	All relevant data/ CDs and information etc. supporting records or material compiled or prepared by the Service Provider for the I.E.C., RAJASTHAN in the course of the Services shall be confidential and become and remain the absolute property of the I.E.C., RAJASTHAN.
7.13	Equipment and Materials Provided by the Service Provider	7.13.1	Any equipment or materials brought by the Service Provider or its Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable.

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8. Service Providers' Personnel

S.No.	Particulars	Clause	Description
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8.1	Description of Key Technical Personnel	8.1.1	The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Service Provider's Key Technical Personnel are described in Appendix B.
8.2	Replacement of Key Technical Personnel	8.2.1	Except as the I.E.C., RAJASTHAN may otherwise agree in writing, no changes shall be made in the Key Technical Personnel.
		8.2.2	Notwithstanding the above, the substitution of Key Technical Personnel during Contract execution may be considered only based on the Service Provider's written request and due to circumstances outside the reasonable control of the Service Provider, including but not limited to death or medical incapacity. In such case, the Service Provider shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
8.3	Removal of Personnel or Sub-Service Providers	8.3.1	If the I.E.C., RAJASTHAN finds that any of the Personnel or Sub-Service Provider has committed serious misconduct or has been charged with having committed a criminal action, or shall the I.E.C., RAJASTHAN determine that Service Provider's Personnel or Sub-Service Provider have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Service Provider shall, at the I.E.C., RAJASTHAN's written request, provide a replacement.
		8.3.2	In the event that any of Personnel or Sub-Service Providers is found by the I.E.C., RAJASTHAN to be incompetent or incapable in discharging assigned duties, the I.E.C., RAJASTHAN, specifying the grounds therefore, may request the Service Provider to provide a replacement.
		8.3.3	Any replacement of the removed Personnel or Sub-Service Providers shall possess equivalent or better qualifications and experience and should be acceptable to the I.E.C., RAJASTHAN.
		8.3.4	The Service Provider shall bear all costs arising out of or incidental to any removal and/ or replacement of such Personnel.
9. Obligations of the Client (I.E.C., RAJASTHAN)			





S.No.	Particulars	Clause	Description
9.1	Assistance and Exemptions	9.1.1	The I.E.C., RAJASTHAN shall use its best efforts to:
		9.1.1.1	Assist the Service Provider in obtaining permits and such other documents as shall be necessary to enable the Service Provider to perform the Services.
		9.1.1.2	Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
		9.1.1.3	Provide to the Service Provider, Sub-Service Providers and Personnel any such other assistance as may be requested by the Service Provider and agreed by I.E.C., RAJASTHAN.
9.2	Access to Project Site	9.2.1	The I.E.C., RAJASTHAN warrants that the Service Provider shall have, free of charge, unimpeded access to project site in respect of which access is required for the performance of the Services.
9.3	Counterpart Personnel	9.3.1	The I.E.C., RAJASTHAN shall make available to the Service Provider free of charge such professional and support counterpart Personnel, to be nominated by the I.E.C., RAJASTHAN with the Service Provider's advice, if specified in Appendix A .
9.4	Payment Obligation	9.4.1	In consideration of the Services performed by the Service Provider under this Contract, the I.E.C., RAJASTHAN shall make such payments to the Service Provider for the deliverables specified in Appendix A and in such manner as is provided by GCC Clause 10 below.
10. Payments to Service Provider			
10.1	Contract Price	10.1.1	The Contract price per month as accepted by I.E.C., RAJASTHAN is Rupees (In words Rupees) which shall remain fixed during the contract unless any variation in scope of services is agreed by the Parties.
		10.1.2	Any change to the Contract price specified in GCC Clause 10.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to GCC Clause 4.5 and have amended in writing the Terms of Reference in Appendix A .



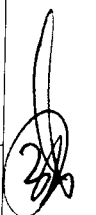









10.2	Payment	10.2.1	In consideration of the Services performed by the Service Provider under this Contract as specified in Appendix A , the I.E.C., RAJASTHAN shall make to the Service Provider such payments and in such manner as is provided in the Contract. This amount has been established based on the understanding that it includes all of the Service Provider's costs and profits as well as any tax obligation that may be imposed on the Service Provider, excluding the Goods and Service Tax.
10.3	Schedule of Payments	10.3.1	<p>Schedule of Payments:-</p> <ol style="list-style-type: none"> 1. Payment will be made on monthly basis on presentation of invoice in triplicate after end of every month duly verified by OIC, Social Media, I.E.C., RAJASTHAN in token of having successfully completed the Services during the month. 2. Taxes payable as per rules will be the liability of the successful bidder, all taxes as applicable i.e. income tax etc. shall be deducted from the payments of the successful bidder as per rules. 3. Goods and Service tax, as applicable, shall be paid extra to the Service Provider by I.E.C., RAJASTHAN with each payment for onward payment to concerned GST authority(s). 4. No advance payments shall be made to the Service Provider.
10.4	Reimbursable	10.4.1	No Reimbursable expenses shall be allowed under this Contract.
10.5	Taxes and Duties	10.5.1	<p>The Service Provider and its Personnel are responsible for meeting any and all tax liabilities arising out of the Contract, except service tax which shall be paid extra as applicable by I.E.C., RAJASTHAN.</p> <p>Income tax shall be deducted from the payments to the Service Provider at source in accordance with prevalent Income tax law.</p>
10.6	Currency of Payment	10.6.1	All payment under this Contract shall be made in Indian Rupees.
10.7	Mode of Billing and Payment	10.7.1	The total payments under this Contract shall not exceed the Contract Price set forth in GCC Clause 10.1 and the payments under this Contract shall be made monthly against the deliverables specified in Appendix A .

		10.7.2	<p>Monthly Payments: The I.E.C., RAJASTHAN shall pay the Service Provider within fifteen (15) days after the receipt by the I.E.C., RAJASTHAN of the monthly deliverable(s) and the cover invoice for the related monthly payment duly verified by OIC (Social Media) I.E.C., RAJASTHAN that the monthly deliverables have been supplied timely and to the satisfaction of I.E.C., RAJASTHAN. The payment can be withheld if the I.E.C., RAJASTHAN does not approve the submitted deliverable(s) as satisfactory.</p> <p>Any amount, which the I.E.C., RAJASTHAN has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Service Provider to the I.E.C., RAJASTHAN within thirty (30) Days after receipt by the Service Provider of notice thereof. Any such claim by the Client for reimbursement may be made within twelve (12) calendar months after completion or termination of the Contract.</p>
		10.7.3	All payments under this Contract shall be made to the bank account of the Service Provider as intimated by the Service Provider.
11. Good Faith			
11.1	Good Faith	11.1.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
12. Settlement of disputes			





Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/ differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.

Arbitration

In case the dispute is not resolved any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by sole arbitrator, the Secretary, Medical, Health and Family Welfare, Government of Rajasthan. Arbitration proceedings shall be conducted at Jaipur and the award shall be made in English or Hindi language. Following are agreed:

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

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Contract.

Any judicial proceedings if need to be instituted by either party, shall be instituted only in courts situated in Jaipur.



**SECTION VB
SPECIAL CONDITIONS OF CONTRACT**



PK



Section VB : Special Conditions of Contract for providing the Services for Social Media Management for I.E.C., RAJASTHAN

1. Content – information and images for the news posts will be provided by the Department or can be taken from the I.E.C., RAJASTHAN website which the Service Provider needs to appropriately modify to make it ready for social media. For other posts, the agency may need to develop content.
2. Besides the news-based posts a monthly/weekly plan of action shall be submitted by the Service Provider for approval by I.E.C., RAJASTHAN.
3. Service Provider shall develop infographics and image/ graphic-based creatives for related media as and when required.
4. The Service Provider should have a project Manager besides a Content Developer(s) and Graphic Designer(s) to work on the assigned task.
5. The Service Provider will have to proactively manage for prompt communication strategies in contact with a single point within I.E.C., RAJASTHAN.
6. If the nature of assignment requires travel out of Jaipur, cost of travel, boarding and lodging will be borne by the Service Provider.



**SECTION VI
CONTRACT FORMS**

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Section VI : Contract Forms

Contract Agreement

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

Selection of Agency for Social Media Management for I.E.C. Rajasthan

CONTRACT

Between

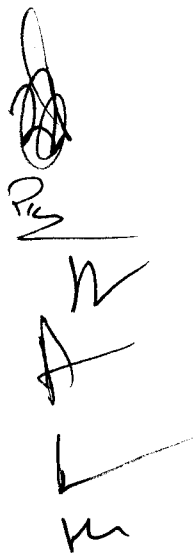
Director, I.E.C., I.E.C.

Jaipur-302 005

and

[Name of the Service Provider]

Dated:

Handwritten signature and initials on the right side of the page, including a large signature at the top and several initials below it.Handwritten signature and initials at the bottom left of the page, including a signature and several initials.

CONTRACT AGREEMENT

AGREEMENT

An agreement made this day of between
(hereinafter called "the Service Provide", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators) of the one part and the DIRECTOR, I.E.C. (which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS:

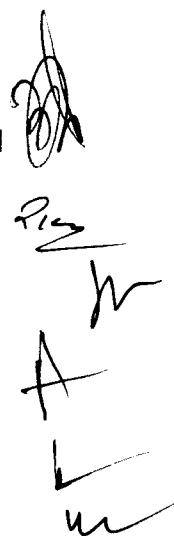
- (a) The DIRECTOR, I.E.C. has requested the Service Provide to provide Social Media Management for various schemes/activities/programs etc. being implemented under the auspices of Medical & Health related services in Rajasthan as defined in this Contract (herein after called the "Services")
- (b) The Service Provider, having presented to the Government that it has the qualified professional skills, expertise and technical resources, has agreed to provide the Services on terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The finally accepted Financial Bid of the Service Provider
 - (b) The Special Conditions of Contract
 - (c) The General Conditions of Contract;
 - (d) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - (e) The Technical Bid submitted by the Service Provider
 - (f) Instruction to Bidders/ Service Providers
 - (g) Notice Inviting Bids/ Proposals

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The finally accepted Financial Bid of the Service Provider; the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; the Technical Bid submitted by the Service Provider; Instruction to Bidders/ Service Providers; Notice Inviting Bids/ Proposals. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Government and the Service Provide shall be as set forth in the Contract, in particular:



- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the DIRECTOR, I.E.C. shall make payments to the Service Provider in accordance with the provisions of the Contract.
- (c) The Services shall commence onand be completed within a period of 12 months and can be extended as per the provisions contained in the RFP.

3. The procedure of Settlement of Disputes shall be as contained in the General Conditions of Contract.

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

**Signature of the Service Provider
I.E.C.**

Signature of DIRECTOR,

Witness No. 1
Witness No. 2

Witness No. 1
Witness No. 2

The image shows several handwritten signatures. On the right side, there are three distinct signatures, likely corresponding to the Director and two witnesses. On the bottom center, there are three more signatures, likely corresponding to the Service Provider and two witnesses. The signatures are in black ink and vary in style, including some that appear to be initials or stylized names.

Format of Bank Guarantee for Performance Security

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

Bank's Name and Address of Issuing Branch

Beneficiary:

**Director, I.E.C.,
I.E.C.**

Swasthya Bhawan, Jaipur-302 005

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (Name of the Bank) having its Head/ Registered office at _____ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of, The Director, I.E.C., , Jaipur having its office at Government Secretariat, Jaipur-302 005, hereinafter referred to as "I.E.C., RAJASTHAN", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS,

A. By the Agreement being entered into between I.E.C., RAJASTHAN and _____, a company/ organization incorporated under the provisions of the Companies Act, 1956/ other relevant law, having its registered office/ permanent address at _____ hereinafter called the "Bidder". The Bidder has been selected for providing Service for Social Media Management for Department of Information and Public Relations.

B. In terms of the Contract, the Bidder is required to furnish to I.E.C., RAJASTHAN, an unconditional and irrevocable bank guarantee for an amount of Rs. _____/- (Rupees _____ Only) as security for due and punctual performance/ discharge of its obligations under the Agreement.

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

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

2. The Guarantor shall, without demur, pay to I.E.C., RAJASTHAN sums not exceeding in aggregate Rs. _____/- (Rupees _____ Only), within five (5) calendar days of receipt of a written demand therefor from I.E.C., RAJASTHAN stating that the Bidder has failed to meet its performance obligations under the Agreement.

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

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

4. This Guarantee shall be irrevocable and shall remain in full force and effect until 60 days after fulfillment of all the obligations of the Bidder under the Agreement, unless discharged/ released earlier by I.E.C., RAJASTHAN in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be to a sum of Rs. _____/- (Rupees _____ only).

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

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

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

SIGNED AND DELIVERED by




_____ Bank and Branch
by the hand of Shri _____
its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)





Annexure

Annual Financial Turnover Statement

The average annual turnover of M/s address in any three consecutive years of the last four financial years (2017-18, 2018-19, 2019-20 and 2020-21) are given below and certified that the statement is true and correct.

Sr. No.	Financial Year	Annual Turnover
1		
2		
3		

Average Annual Turnover:

Signature of Auditor/ Seal Chartered Accountant

(Name & Complete Address)

Tel. No.

Mob. No.

