

Government of Rajasthan
Department of Tourism
Hotel Khasa Kothi Campus. M.I. Road. Jaipur
Telefax No 0141-5155100, cotraj@gmail.com

No.F3(167)Advt./DT/MB Agency/2015-16/

Date:

**Online Invitation of Expression of Interest (EOI) from Media Buying Agencies
For undertaking Media Campaign for Rajasthan Tourism through various
media platforms**

E-Bids (EOIs) under two stage bidding process are invited from eligible and reputed agencies for selection of a Media Buying Agency for year 2015-16 for the following works in the Department of Tourism, Govt. of Rajasthan :-

S. No.	Name of Work	E-Tender invited from	Estimated cost of work	Bid Security	releases of EOI Advt.	Time & last date for submission of tender document	Time and date for opening of technical bid
1.	Media Planning, Buying and release of creatives for Rajasthan Tourism campaign	Reputed Media Buying firms	Rs. 25.00 crores	Rs. 50 lakhs	31/07/2015	upto 12.00 PM on 01/09//2015	1.00 PM on 01/09/2015

This EOI can be downloaded from <http://eproc.rajasthan.gov.in> and <http://sppp.raj.nic.in> (e-procurement portal of the State government) and duly filled bids can be submitted online latest by **01.09.2015 by 12 pm**. Demand draft of Rs 1000/- for E-bid processing fee will have to be deposited in favor of MD, RISL, Jaipur to this office upto 12 PM 01-09-2015. The bidder must complete all necessary formalities i.e., online registration etc. as per the guidelines given on the portal.

Director Tourism

**Online Invitation of Expression of Interest (EOI) from
Media Buying Agencies**

**For undertaking Media Campaign for Rajasthan Tourism
through various media platforms**

**Directorate of Tourism
Government of Rajasthan
Khasa Kothi, MI Road, Jaipur-1
+91-141-5155100 cotraj@gmail.com**

Tender No:- No.F3(167)Advt./DT/MB Agency/tender No 25/2015-16/

Date of Release : 31-07-15

Last Date of Submission : 01-09-15

Government of Rajasthan
Department of Tourism
Khasa Kothi , M.I. Road, Jaipur-302001
Telefax- 0141-5155100 email cotraj@gmail.com

Online Invitation of Expression of Interest (EOI) from Media Buying Agencies
For undertaking Media Campaign for Rajasthan Tourism through various media
platforms

SCHEDULE OF BID PROCESS

Event Description	Scheduled Date
First Stage: (Technical Bid)	
Release of EOI Advertisement	31/07/2015
Last Date & Time of Receiving Queries for Pre Bid Conference	14/08/2015 upto 3 p.m.
Pre-Bid Conference Date & Time	17/08/2015 at 12 p.m.
Department's Response to Queries	19/08/2015 by 05 p.m.
Last Date for submission of online EOI	01/09/2015 upto 12.00 p.m.
Date & Time of Opening of Technical Bids	01/09/2015 at 01.00 p.m.
Date of AV Presentation	To be apprised later
Second Stage: (Financial Bid)	
Schedule (Date & Time etc) for inviting online Financial Bids from technically qualified agencies	To be apprised later
Date of Opening of Financial Bid	To be apprised later
Bid Application Fee <i>(DD should be drawn in favor of "Commissioner, Department of Tourism" from any Nationalized / Scheduled Bank, Payable at Jaipur)</i>	Rs. 10,000/-
RISL fees (DD should be drawn in favour of M.D. RISL from any nationalized scheduled bank payable at Jaipur)	Rs .1000/-
Date of Award of Contract	After finalization of financial bid
Execution of Approved Media Plan	As per approved schedule (up to 31st March 2016)
Bid Security <i>(Either in the form of a DD drawn in favor of "Commissioner, Department of Tourism, Government of Rajasthan", payable at Jaipur or in the form of an irrevocable Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India and having branch in Jaipur. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.</i>	Rs. 50 Lakhs

SCOPE OF WORK & TERMS OF REFERENCE

1.1 BACKGROUND

Rajasthan, the largest state of India is bestowed with natural beauty and rich heritage. Its architectural memoirs built with studied detail, effervescent colours, stunning handicrafts, glittering gems, throbbing towns, wildlife sanctuaries, cattle fairs, or pulsating festivities and touching hospitality are the major attractions for tourist. The state has many UNESCO world heritage sites besides a series of protected monuments. The state was visited by about 35 million tourists in 2014.

Department of Tourism is actively engaged in promoting and marketing Rajasthan in the Domestic and International Tourist Market. In this regard, the department is seeking the services of the reputed firms in the business of Media Planning and Buying to assist them in undertaking tourism Promotion and Marketing Activities through media campaigns.

1.2 OBJECTIVE

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

- a) Buying media space/slots across various platforms based on the market research and strategic planning at cost effective rates.
- b) Enhance strong brand identity and brand recall through strategic release and placement of advt. including TVCs, Jingles and Print Advt. etc.

1.3 SCOPE OF SERVICES & DELIVERABLES

1. Based on a comprehensive understanding and research on the target audience in the different source markets overseas and within the country, the Media Buying Agency will develop a detailed media strategy / plan recommending an optimal mix of media that includes print, television, radio, outdoor, online and/or any other media.
2. Besides, The Media Buying Agency will work with the Deptt. of Tourism in
 - I. Suggesting allocation of available budget to the different Media Vehicles in the different target markets based on available market research findings.

- II. buy space/time/slots on most competitive rates from Print, Electronic, Out door, Internet & Social Media and other innovative media/platforms on behalf of the Rajasthan Tourism on cost effective rates.
 - III. Releasing TVCs/advertisements/ad Creatives/Jingles/Banners provided by the creative agency in various media as per the approved media plan.
 - IV. Exploring Media partnership with leading TV/Print/Outdoor/Internet/Radio Channels as value additions with no or minimal cost implications.
 - V. Most appropriate scheduling for release of campaigns in different markets.
 - VI. Effective use of web with innovative digital media vehicles.
3. The Media Buying Agency will submit a campaign evaluation report to assess the reach and impact of the campaign and to ascertain if the objectives of the Media campaign have been achieved. This report will be submitted by the agency within a period of 6 weeks of completion of the Campaign.
 4. The Media Buying Agency will identify key national events/Tourism fairs/Sports events which have the potential for promoting tourism and providing widespread visibility and reach to the “Rajasthan Tourism” brand and will assist in formulating an effective marketing plan to capitalize on such events.
 5. The Media Buying Agency will liaise with the Creative Agency (ies) working for the Deptt. of Tourism, for effective convergence of the media and creative strategies for the Campaign.
 6. Any emergent requirement of the Deptt. relating to the Media Planning, Buying and Media Strategy for which the Deptt. may seek advice of the Media Buying Agency.

1.4 DELIVERABLES

In pursuance of the assignment, the agency shall along with the performance of its deliverables submit to the Department the following reports at such intervals as set out in the table below:

S. No.	Report / Plan	Timeline
1.	Proposed media plan*	To be submitted with initial technical bid
2.	Integrated Media Plan*	To be submitted at financial bid stage

	with cost details	
3.	Impact Assessment Report	every three months,
4.	Monthly Progress Report	every month

*The agencies while submitting their technical bids in first stage will also provide a media plan for an amount of approximately Rs 25 Crore. After the evaluation of technical bids and AV presentations of all eligible and technically qualified firms and their proposed media plans, the department will integrate the best elements of all such proposed plans and the integrated media plan, thus prepared, shall be offered to all technically qualified firms in the second stage (financial bid stage) to seek their financial bids on the same (integrated Media Plan).

1.5 Request Letter for EOI

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

Subject : EOI for selection of Media Buying agency for media campaign of Rajasthan Tourism

Sir,

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

General Information about the bidding firm:

<u>SN</u>	<u>Description</u>	<u>Response</u>
1.	Name of the establishment:	
2.	Full postal address with website and email address:	
3.	Contact Number: Land line: Fax: Mobile :	
4.	Year of establishment (Provide proof of the same):	
5.	Accredited member of: (Provide proof of the same)	
6.	Turn over and net worth of the company for the preceding 3 years duly attested by the Chartered Accountant:	
7.	Company's PAN, TIN, service tax registration Number:	
8.	certification of incorporation, memorandum and articles of association etc, (Copies of the certificates to be enclosed) :	

We have submitted the following documents:

1. Letter of authorization to participate in the bid
2. Pre Qualification Bid
3. Technical Bid

4. Proposed Media Plan
5. All relevant supporting documents including Annexures A, B, C & D duly signed alongwith seal.

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

Thanking you,

Yours faithfully,
(Signature of the Applicant)
Name:
Designation:

1.6 Pre Bid Qualification Criteria-

Only those agencies which fulfill the following eligibility criteria may participate in the bidding process.

1. Minimum Average Annual Turnover for last three years should be Rs 500 Crores – CA certified balance sheet of the last three financial years must be enclosed as evidence.
2. Senior Members of the team should have minimum 10 years of industry experience
3. Agency existence: minimum 5 years- Memorandum of Association of the company to be enclosed.
4. Pan India Reach (Urban and Rural)
5. Having network of its own agencies across key international markets such as USA, UK, France, China, Japan, Germany, Malaysia etc.

1.7 Technical Criteria for Bid evaluation of EOIs received:

SN	Description	Response
1.	Agency Group Tree- (Provide in chart format	
2.	No. of Offices in India- (Provide nos.)	
3.	Organization Structure- (Provide in chart format)	
4.	Profile of key team members- (Give in one small paragraph on each key member)	
5.	Financial Strength- (Provide Net profit of last three year)	
6.	Team Strength- (provide nos.)	
7.	Client List- (Provide name list)	
8.	Details on Media Planning/Buying Tools and Tracking mechanism (Brief write-up).	
9.	Digital services capabilities :	
10.	Framework for measuring campaign effectiveness	
11.	Competition Tracking Mechanism -(Yes/No) provide format and frequency	
12.	Awards and accolades- (mention list)	

13.	Willingness to participate in Rajasthan Tourism : Yes/ No	
14.	Length of association with brands (Provide nos. only)	
15.	Width and Depth in terms of execution (geographies) and categories- (provide no. of locations of operation, including international markets)	
16.	i. Ability of the agency to get most competitive/discounted rates from the media ii. ability to get DAVP/DIPR rates where these are available.	
17.	Proposed Media Plan for Rajasthan Tourism campaign for year 2015-16 for both Domestic and International Media The proposed media plan should be complete in respect i.e. TAM ratings/ other audited circulation/readership/viewership/listenership etc. figures clearly indicating the rank and popularity of the media in given genre.	(There should be no financials, costs/ fee/quotes in the technical bids) Costs/ fee/quotes have to be submitted separately at 2nd Stage i.e. financial bidding stage, when so intimated to)

The pre qualified and technically qualified agencies shall be asked to make an AV presentation on the above technical criteria.

1.8 Pre Bid Meeting

1. A pre-bid conference will be held for the interested bidders in the chamber of Director, **Deptt. of Tourism, Government of Rajasthan**, Hotel Khasa Kothi, Jaipur-1 at **12.00 p.m. on 17/08/2015**, for clarifications required on any aspect pertaining to this EOI Document. The pre-bid queries could be sent to the Deptt. of Tourism prior to the meeting till **14/08/2015, 03.00 p.m.** as per the following format to :-

Sh. Anil Chaplot, Director Tourism, email cotraj@gmail.com &

Smt. Rashmi Sharma. Addl. Director Tourism, email adotadm@gmail.com

S.no.	EOI provision	page no.	current requirement	clarifications requested
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2. Based on discussions held during the pre-bid meeting, response to the queries or amendments / clarifications in the tender document, if any, will be displayed on the websites of the Deptt. of Tourism www.rajasthantourism.gov.in, sppp.rajasthan.gov.in (earlier sppp.raj.nic.in) and on e-procurement portal (eproc.rajasthan.gov.in) of the Government of Rajasthan by **17.00 hrs. on 19/08/2015.**
3. **All the interested bidders are advised to ensure participation in the pre bid meeting since important points may be discussed in this meeting.**

1.9 Guidelines for Preparation of Proposals

1. Agencies are required to submit their bids online on e-procurement portal in following 3 sections as per the details given below:-

(a) **First section** :- Expression of Interest request letter, profile of the company and enclosures/ certificates/registrations/documents/audited balance sheet etc. clearly showing that the agency fulfills the minimum eligibility criteria for pre qualifying for the bid.

(b) **Second section** :- Details on the 17 points given in Technical criteria table and the scope of work as enumerated above alongwith the proposed media plan. An AV presentation will have to be made by the pre qualified and shortlisted agency before the designated committee.

(c) **Third section (schedule for bidding under this section shall be intimated later on):-** The agencies shall be required to submit Financial bid for the integrated media plan which shall be offered by the department to all the technically qualified agencies post technical evaluation and AV presentation. The financial bid shall include both the cost of the media as well as the agency charges. The financial bids shall be submitted in two separate envelopes. In the 1st envelop, the agency shall quote the lumpsum cost including both the media cost and the agency charges payable to it for the integrated media plan. In the 2nd envelope (multiple sheets may be used, if required) the item wise overall cost breakup/rates and related information (i.e. for each TV/Radio channel, Print/Digital/Outdoor etc) shall have to be submitted.

(The contract will be awarded on the basis of lowest financial bid/quote offered in the 1st envelope only. 2nd envelope of only the successful bidder i.e. lowest bidder selected on the basis 1st envelope, shall be opened in due course. In effect, the item wise cost break up of other bidders shall not be shared with any other bidder but will be used for the purpose of execution of media plan)

The rates quoted for various media in the financial bids must be supported by the authentication of those media (these may be clubbed and attached in the 2nd envelope).

First two sections together make the 1st stage technical stage bidding while third section is financial bid stage or 2nd stage.

2. All the details, thus submitted in various sections, should be supported with documentary proofs. Taxes / VAT etc. if any, as applicable in India will be paid as per actual and the same are not required to be indicated in the financial bid.

2.0 Bid Security or Earnest Money Deposit (EMD) : already detailed in the Schedule of Bid Process above. This will be returned to the unsuccessful bidders just after the award of the contract.

2.1 Performance Security Deposit and MOU: The selected agency will have to deposit 5% of the approved media cost within 7 days of issuing of the Work Order alongwith the draft agreement. The bid security amount already deposited with the Deptt. may also be adjusted as the Security Deposit.

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

2.2 Submission of Proposals

- I. The original proposal [Pre-qualification Proposal, Technical Proposal and (Financial Proposal- to be submitted later)] shall be prepared in indelible ink without overwriting or correction.
- II. An authorized representative of the firm should authenticate all pages of the Pre-Qualification, Technical and Financial Proposals.
- III. All pages in the bid should be numbered and signed & stamped.
- IV. The Pre-Qualification bid, The Technical Proposal and the Financial Proposal should be submitted online as per the schedule and guidelines mentioned at the procurement portal.
- V. The Pre Qualification and technical Proposals must be submitted **on or before 12 p.m. on 01/09/2015 online.**
- VI. No Proposal will be accepted after the deadline for submission and in the event of any proposal being received after the closing time for submission of proposals, the same shall be returned un-opened.
- VII. Schedule for submission of the financial bids shall be intimated to the technically pre qualified firms only in due course of the bidding process.
- VIII. The Bid Security (EMD) amount, E-Bid processing Fee for RISL and the Bid Application Fee amount have to be deposited offline to this Deptt. as per directions, by 12 PM on 01.09.15
- IX. As per the RTPP Act 2012 and Rules 2013, Annexures A (for Code of Integrity and No Conflict of Interest), B (Declaration by the Bidder),C

(Grievance Redressal) & D (Additional Conditions of Contract) have to be duly filled by the agencies and annexed with the Technical Bids.

2.3 Opening of Proposals and Selection Process

- I. The documents in respect of pre-qualification bid will, in the first instance, be examined in the Deptt. to ascertain fulfilment of eligibility criteria. A constituted committee would evaluate the technical bids and the media plans proposed by the agencies. The agencies having submitted all the required documents in their Technical Proposals will be invited to make AV presentations on the media plans proposed by them at a place/date/time which will be conveyed by the Deptt. of Tourism in due course. All agencies are requested to ensure that the documents / papers/Media Plans requested in the technical bid are submitted or else they would not be called for making the presentation.
- II. Based on the strength of their Technical Proposals, AV presentations and proposed Media Plan the agencies will qualify for the 2nd stage financial bidding.
- III. After the evaluation of technical bids, AV presentations and proposed media plans of all pre qualified firms, the Department will integrate the best elements of all proposed media plans and an integrated media plan, thus prepared, shall be offered to all technically qualified firms for the second stage bidding (Financial Bid stage) to seek financial bids from the agencies on the same (Integrated Media Plan).
- IV. The bidding agencies must enclose, with the financial bids, the authentications of cost/rates obtained from the TV channels/Radio FMs/newspapers & magazines/ websites/outdoor media etc or from the authorized representative of the these TV channels/ newspapers/ websites/outdoor media etc. for individual channels/print media etc. of the integrated plan. In the case of the latter, a letter from the TV channels/Radio FMs/ publications / websites/outdoor media etc. will have to be submitted stating that the said representative is the authorized representative of the media and the quotes given by the authorized representative will be honoured by the publications / channels / websites etc as the case may be. In case on domestic media wherever the TV channels /Radio FMs/Publications or other media houses are giving DAVP rates, the letter needs to be given by the media owners that they will accept DAVP rates for Rajasthan Tourism campaign. As stated above, individual rates of various media of only the successful bidder shall be opened in due course.
- V. The agency quoting the lowest cost for the integrated media Plan and charges/fee for rendering its services, both combined, shall be awarded

the contract. The Financial Bid proforma shall be issued at the time of financial bidding.

2.4 Terms of Payment to the Selected Media Buying Agency.

- I. Request for Advance payment will **not** be considered.
- II. Payment will be made by way of electronic transfer of billed and passed amount in the bank account of the agency in Indian Rupees. The Agency will submit pre-receipt bills in triplicate, on a fortnightly basis towards activities completed during the month, for settlement. The bills should be submitted clearly indicating the agency's charges and third party charges along with the telecast/broadcast/publication certificates, tearsheets/ other such documents and third party bills. The Tax component shall be paid as applicable and as per actuals.
- III. The final month's payment, shall be released only after completion of the required works specified by the Deptt. for the year and on submission of a statement of work having been executed as per the requirements detailed in the EOI Document, or communicated subsequently by the Deptt. of Tourism.
- IV. The Tax and VAT component shall be paid as applicable and as per actuals.
- V. For facilitating Electronic Transfer of funds, the selected Media Buying Agency will be required to indicate the name of the Bank & Branch, account number (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected Media Buying Agency.

2.5 Other Important Information

- I. Period of validity of this EOI is 3 months from the closing date for submission of the proposals.
- II. The contract would be effective till 31st March 2016 which may be extended, in emergent situations on mutually agreed terms, as per the provisions of RTPP Act 2012 and Rules 2013.
- III. The Deptt. of Tourism is not bound to accept any tender or assign any reason for non-acceptance. The Deptt. of Tourism reserves its right to accept the tender either in full or in part. **Conditional, erroneous and incomplete Bids will be rejected outright.**
- IV. The Deptt. of Tourism reserves its right to summarily reject offer received from any Media Buying Agency on national security considerations, without any intimation to the bidder.
- V. The Deptt. of Tourism reserves its right not to accept bids from Media Buying Agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government Investigating Agencies / Vigilance Cell.
- VI. The cost/rates should be valid for up to the period of the contract.

- VII. In the Technical Bid, the authentications/letters from the channels/newspapers/ websites and/or their authorized representative, should not give any cost component, otherwise the bid would be rejected outrightly.
- VIII. The Financial Proposal shall contain the following documents :**
- a) covering letter – confirming the participation in the bid and acceptance of the terms and conditions
 - b) Envelope I- indicating the total cost of the integrated media plan and the agency service charges combined together.
 - (c) Envelope II- Media wise break up of total cost of the integrated media plan and agency service charges (multiple sheets may be used).
 - (d) The authentication of rates issued by individual media in the name of the bidding agency. For media giving DAVP/DIPR rates, the agency must enclose letters of the concerned channels/publications confirming these rates. (These must be clubbed and attached separately)
The proforma for financial bid shall be provided separately.
- IX. The cost of the Integrated Media Plan and agency service charges of the agency, quoted, will be firm (in INR) and fixed for the duration of performance of the contract.
- X. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- XI. All pages of the Technical and Financial Proposals should be duly signed with seal by the authorized representative of the firm.
- XII. The Technical Proposal should be uploaded in “Technical Proposal” section only. Similarly, the Financial Proposal shall be uploaded in “Financial Proposal” section.
- XIII. From the time the bids are received till the time the contract is awarded, the Agency / Media Buying House will approach the deptt only through written communication.
- XIV. The interested agencies should regularly visit the e-procurement portal of the State Government and Rajasthan Tourism website for any update in regard to this tender.

2.6 Penalty Clause :

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

2.7 Termination:

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

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

2.8 Force Majeure :

- I. Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have

been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

- II. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

2.9 Arbitration :

- (i) In event of any dispute or difference between the Deptt and the Agency, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Deptt. of Tourism. The provision of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The Venue of such arbitration shall be at Jaipur or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award

(the “Award”), which shall be final and binding on the Deptt. and the Agency. The cost of the arbitration shall be shared equally by the Deptt. and the Agency to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

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

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

**Director
Rajasthan
Tourism**

Annexure - A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of interest:-

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

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

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

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Signature of bidder Name:

Place :

Designation: Address:

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is

.....

The designation and address of the Second Appellate Authority is

.....

(1) **Filing an appeal**

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

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

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

along with as many copies as there are respondents in the appeal.

- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- (6) Fee for filing appeal
- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

[See rule 83]

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

Appeal Noof

Before the (First/Second Appellate Authority)

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

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

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:

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.....(Supported by an affidavit)
7. Prayer:

Place

Date

Appellant's Signature :

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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