REQUEST FOR PROPOSAL (RFP) DOCUMENT FOR SOCIAL MEDIA OPTIMIZATION FOR DEPARTMENT OF TOURISM, RAJASTHAN
# Request for Proposal (RFP) Document for Social Media Optimization for Department of Tourism

**Reference No. F4.9(26)/RISL/Misc/2012**  
**Dated 10/09/2012**

<table>
<thead>
<tr>
<th>Tendering Authority/ Purchaser</th>
<th>Managing Director, RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date &amp; Time of Pre-bid meeting</td>
<td>3rd October 2012 at 3:00 PM</td>
</tr>
<tr>
<td>Last Date &amp; Time of Submission of Bid</td>
<td>30th October 2012 at 3:00 PM</td>
</tr>
<tr>
<td>Date &amp; Time of Opening of Technical Bid</td>
<td>30th October 2012 at 3:30 PM</td>
</tr>
</tbody>
</table>

**Cost of Tender Document:** Rs. 1000 (Rupees One Thousand only)

<table>
<thead>
<tr>
<th>Name of the Bidding Company/ Firm:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person (Authorised Bid Signatory):</td>
<td></td>
</tr>
<tr>
<td>Correspondence Address:</td>
<td></td>
</tr>
<tr>
<td>Mobile No.</td>
<td></td>
</tr>
<tr>
<td>Website &amp; E-Mail:</td>
<td></td>
</tr>
<tr>
<td>Telephone &amp; Fax Nos.:</td>
<td></td>
</tr>
</tbody>
</table>

---

**RajCOMP Info Services Limited (RISL)**  
1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)  
Phone: 0141-2226055, 5103902  
Fax: 0141-2228701  
Web: [http://risl.rajasthan.gov.in](http://risl.rajasthan.gov.in)
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<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorised Signatory</td>
<td>The bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.</td>
</tr>
<tr>
<td>Bidder</td>
<td>“Bidder” means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids and which is participating in the Bid. Also called offeror or quoter.</td>
</tr>
<tr>
<td>BoD</td>
<td>Board of Directors</td>
</tr>
<tr>
<td>CMC</td>
<td>Contract Monitoring Committee</td>
</tr>
<tr>
<td>Contract</td>
<td>“The Contract” means a legally enforceable agreement entered into between RISL and the selected bidder(s) with mutual obligations.</td>
</tr>
<tr>
<td>Contract / Project Period</td>
<td>The Contract/ Project Period shall be period leading to Go-Live and 12 months thereafter from the date of Go-Live. It may be extended for a further 1 (one) year, on mutual consent, at the quoted rates.</td>
</tr>
<tr>
<td>Day</td>
<td>“Day” means a calendar day as per GoR/ GoI.</td>
</tr>
<tr>
<td>DeitY</td>
<td>Department of Electronics and Information Technology, Govt. of India</td>
</tr>
<tr>
<td>DoIT&amp;C</td>
<td>Department of Information Technology and Communications, Government of Rajasthan</td>
</tr>
<tr>
<td>DoT</td>
<td>Department of Tourism, Government of Rajasthan</td>
</tr>
<tr>
<td>EMD</td>
<td>Earnest Money Deposit.</td>
</tr>
<tr>
<td>FOR/ FOB</td>
<td>Free on Board or Freight on Board</td>
</tr>
<tr>
<td>GoI/ GoR</td>
<td>Govt. of India/ Govt. of Rajasthan</td>
</tr>
<tr>
<td>Goods</td>
<td>“Goods” means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to Purchaser under the Contract.</td>
</tr>
<tr>
<td>ICT</td>
<td>Information and Communication Technology.</td>
</tr>
<tr>
<td>INR</td>
<td>Indian Rupee</td>
</tr>
<tr>
<td>ISI</td>
<td>Indian Standards Institution</td>
</tr>
<tr>
<td>ISO</td>
<td>International Organisation for Standardisation</td>
</tr>
<tr>
<td>IT</td>
<td>Information Technology</td>
</tr>
<tr>
<td>ITB</td>
<td>Instruction to Bidders</td>
</tr>
<tr>
<td>LD</td>
<td>Liquidated Damages</td>
</tr>
<tr>
<td>Abbreviation</td>
<td>Definition</td>
</tr>
<tr>
<td>--------------</td>
<td>------------</td>
</tr>
<tr>
<td>LoI</td>
<td>Letter of Intent</td>
</tr>
<tr>
<td>NIT</td>
<td>Notice Inviting Tender</td>
</tr>
<tr>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
</tr>
<tr>
<td>PAN</td>
<td>Permanent Account Number</td>
</tr>
<tr>
<td>PC</td>
<td>Procurement Committee</td>
</tr>
<tr>
<td>PoW</td>
<td>Palace on Wheels</td>
</tr>
<tr>
<td>PQ</td>
<td>Pre-Qualification</td>
</tr>
<tr>
<td>Project Site</td>
<td>“The Project Site”, wherever applicable, means the designated place or places.</td>
</tr>
<tr>
<td>PSD/SD</td>
<td>Performance Security Deposit.</td>
</tr>
<tr>
<td>Purchaser/ Tendering Authority</td>
<td>Person or entity that is a recipient of service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. The Purchaser in this RFP document is RISL and/or DoT.</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.</td>
</tr>
<tr>
<td>RISL</td>
<td>RajCOMP Info Services Limited</td>
</tr>
<tr>
<td>RRoW</td>
<td>Rajasthan Royal on Wheels</td>
</tr>
<tr>
<td>RTDC</td>
<td>Rajasthan Tourism Development Corporation</td>
</tr>
<tr>
<td>Services</td>
<td>“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good.</td>
</tr>
<tr>
<td>SLA</td>
<td>Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.</td>
</tr>
<tr>
<td>State Government</td>
<td>Government of Rajasthan.</td>
</tr>
<tr>
<td>TIN</td>
<td>Tax Identification Number</td>
</tr>
<tr>
<td>VAT/ CenVAT</td>
<td>Value Added Tax/ Central VAT</td>
</tr>
<tr>
<td>WO/ PO</td>
<td>Work Order/ Purchase Order</td>
</tr>
<tr>
<td>Working Periods</td>
<td>Working periods is defined as the working hours (0930 to 1830) on a working day (as per GoR) and by 1100 hours on the next working day for input received outside defined working periods.</td>
</tr>
</tbody>
</table>
CHAPTER 1: INVITATION FOR BIDS (IFB) & NOTICE INVITING TENDER (NIT)

1) RISL on behalf of Department of Tourism invites bid proposals from reputed, competent and professional Information Technology (IT) Firms, who meet the minimum eligibility criteria as specified in this bidding document for the Social Media Optimization for Department of Tourism, as detailed in the section titled "scope of work" of this RFP document.

2) The complete bidding document has been published on the websites http://risl.rajasthan.gov.in and http://doitc.rajasthan.gov.in for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the bidding process subject to submission of required Bidding document fee of Rs. 1000 (Rupees One thousand only) in Cash/ Demand Draft in favour of “Managing Director, RajCOMP Info Services Limited” payable at “Jaipur”. A copy of the bidding document fee receipt must be enclosed along with the Technical bid/ proposal failing which the bid will be summarily rejected.

3) Instructions to bidders (ITB) are mentioned in “Chapter-5: ITB and Bidding Process”.

4) Please note that a pre-bid meeting of prospective bidders, who have purchased the tender/ bidding document, is scheduled as per the details specified in Notice Inviting Tender (NIT) below. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ Bidding document.

5) A single-stage two envelope selection procedure shall be adopted. Bidders will be required to submit their technical and financial proposals in two separate envelopes/ covers along with a Cover-Letter as prescribed in this bidding document. The first part will consist of pre-qualification & technical qualification and the second part will consist of financial proposal.

6) No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful bidder(s).

7) RISL disclaims any factual/ or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.
## NOTICE INVITING TENDER

Reference No. F.4.9(26)/RISL/Misc/2012/44444

Dated 10/09/2012

RajCOMP Info Services Limited (RISL) on behalf of Department of Tourism, Government of Rajasthan invites bids/ proposals from the eligible bidders for Social Media Optimization.

<table>
<thead>
<tr>
<th>Nature of the Project</th>
<th>Social Media Optimization for Department of Tourism, GoR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Tender Document (non-refundable)</td>
<td>Rs 1,000 (Rupees One thousand only)</td>
</tr>
<tr>
<td>Estimated Project Cost</td>
<td>Rs 48,00,000 (Rupees Forty Eight Lacs only)</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs 96,000 (Rupees Ninety Six Thousand only)</td>
</tr>
<tr>
<td>Publishing Date &amp; Time for Draft RFP</td>
<td>21/09/2012 at 11:00 AM</td>
</tr>
<tr>
<td>Date, Time &amp; Venue of Pre-Bid Meeting</td>
<td>03/10/2012 at 03:00 PM</td>
</tr>
<tr>
<td></td>
<td>Board Room - RajCOMP Info Services Limited (RISL),</td>
</tr>
<tr>
<td></td>
<td>First Floor, Yojana Bhawan,</td>
</tr>
<tr>
<td></td>
<td>Tilak Marg, C-Scheme,</td>
</tr>
<tr>
<td></td>
<td>Jaipur (Rajasthan)</td>
</tr>
<tr>
<td>Bid submission Deadline (Date/ Time)</td>
<td>30/10/2012 at 3:00 PM</td>
</tr>
<tr>
<td>Technical Bld Opening Date/ Time</td>
<td>30/10/2012 at 3:30 PM</td>
</tr>
<tr>
<td>Financial Bld Opening Date/ Time</td>
<td>Will be intimated later to the technically qualified bidders</td>
</tr>
<tr>
<td>Websites for downloading Tender Document, Corrigendum’s, Addendums etc.</td>
<td><a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a></td>
</tr>
<tr>
<td>Bid Validity</td>
<td>120 days from the last date of bid submission</td>
</tr>
</tbody>
</table>

Date: 10/09/2012

Managing Director
RajCOMP Info Services Limited (RISL)
Jaipur (Rajasthan)
CHAPTER 2: PROJECT PROFILE & BACKGROUND INFORMATION

State of Rajasthan is one of the most favored tourist destinations in India for both domestic & International traffic. Rajasthan, being a premier tourist destination, attracts tourist for its historical forts, palaces, art and culture. Tourism has emerged as a major industry and has immense employment potential for the state.

Tourism already occupies a prominent place in the state’s agenda as a crucial engine for growth and employment. The state government in the recent past has made efforts for the maximum benefit from tourism sector. Public and private sector have been jointly promoting tourism in the state and have made productive efforts to exploit the vast potential of tourism sector.

Tourism has been one of the biggest revenue generators for the state since long. Owing to its rich and varied topography, vibrant culture and captivating festivities, the State of Rajasthan offers immense tourism delights to the visitors in the State. Visitors, starting from neighbouring states to the far flung countries throng the state at different times especially during the cooler periods starting from November to February. The rate of growth of tourism in Rajasthan has been sustained at around 5-7% per annum in the last few years. Some of the tourism products of Rajasthan have become popular among the tourists such as Palace-on-Wheels, Heritage Hotels, Camel Safaris, Pushkar Fair, Desert festival, Palace Hotels & Wild Life Sanctuaries/ National Parks.

Department of Tourism is working as a separate entity for the execution of national and state level policies, programs and also as a coordinating agency for the Central - State Government Department/ Offices and Private sectors activities for promotion of tourism in the state.

Under the aegis of Tourism Department two public sector entities viz. Rajasthan Tourism Development Corporation Ltd. (RTDC) and Rajasthan State Hotel Corporation Ltd. and one society i.e. Rajasthan Institute of Tourism and Travel Management (RIITTMAN) are also operating.

The development of Information and Communication Technologies (ICTs) has had more marked effects in the tourism industry than in many other business sectors. Emerging technologies have changed a growing number of tourist industry functions, from marketing and promotion to production and supply. New services have been made available, which have in turn influenced company choices and behavior, and have led to the construction of new business models. However, since the technology itself is now available to almost everyone its effective utilization is imperative to create a rich tourist experience.

Leveraging upon this channel, Department of Tourism, Government of Rajasthan envisions presenting the magic of vibrant Rajasthan - its rich heritage, colourful culture, exciting desert safaris, shining sand-dunes, amazing variety lush forests and varied wildlife that delights every traveller.
Department of Tourism (DoT), Rajasthan entrusted by the State government of Rajasthan to Develop and Maintain the portal to help and assist the tourists with a chain of State owned Properties from Hotels to Wildlife Sanctuaries to Ground Transportation.

The DoT, Rajasthan has got its existing web site developed in English for the tourists. To attract tourists from other countries, the department has provided its web contents (www.rajasthantourism.gov.in) in other languages also (i.e. French, German, Spanish, Italian, Japanese, and Hindi).

In a further bid to provide handy information to the tourists and become more interactive with them, the Department envisages to publicize its products through social media websites like Facebook, Google+, Twitter, WordPress etc. Social Media Optimization is a nascent industry, nonetheless, the social media sites are not only a powerful medium of connection directly with the tourists, but the tourists can interact online with the Department and express their views on the events and other tourism products of Rajasthan. The Department intends to do a Social Media branding of Rajasthan Tourism with promotion and optimization for Department of Tourism, Rajasthan events and products.

The department also intends to create a rich database of Photographs, Videos, Panoramas and Virtual Tours capturing the scenic beauty, fairs, festivals, cuisines, handicrafts, dance, etc. of Rajasthan. It will reflect the beauty, diversity and spirituality of Rajasthan in such a way that it offers the viewers a high quality and engaging experience of the state.
Statistics for Tourists inflow in Rajasthan are as follows:

A. Inflow of Domestic and Foreign Tourists in Rajasthan

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Indian</td>
<td>25543877</td>
<td>25558691</td>
<td>28358918</td>
<td>25920529</td>
<td>23483287</td>
</tr>
<tr>
<td>Foreign</td>
<td>1278523</td>
<td>1073414</td>
<td>1477646</td>
<td>1401042</td>
<td>1220164</td>
</tr>
<tr>
<td>Total</td>
<td>26822400</td>
<td>26632105</td>
<td>29836564</td>
<td>27321571</td>
<td>24703451</td>
</tr>
</tbody>
</table>

B. Top 10 Source countries for Foreign Tourists in Rajasthan

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Country Name</th>
<th>No. of Tourists</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>France</td>
<td>215376</td>
</tr>
<tr>
<td>2</td>
<td>Germany</td>
<td>123886</td>
</tr>
<tr>
<td>3</td>
<td>U.K.</td>
<td>99365</td>
</tr>
<tr>
<td>4</td>
<td>U.S.A.</td>
<td>86951</td>
</tr>
<tr>
<td>5</td>
<td>Italy</td>
<td>85517</td>
</tr>
<tr>
<td>6</td>
<td>Australia</td>
<td>53579</td>
</tr>
<tr>
<td>7</td>
<td>Switzerland</td>
<td>48470</td>
</tr>
<tr>
<td>8</td>
<td>Canada</td>
<td>41567</td>
</tr>
<tr>
<td>9</td>
<td>Japan</td>
<td>29614</td>
</tr>
<tr>
<td>10</td>
<td>Bangladesh</td>
<td>18476</td>
</tr>
<tr>
<td>11</td>
<td>Others</td>
<td>475722</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>1278523</td>
</tr>
</tbody>
</table>

C. Traffic on Official Portal of DoT

Total visits per month: About 45,000
Page views per month: About 2,50,000
New visits per month: About 75%
CHAPTER 3: ELIGIBILITY CRITERIA

Note: The supporting documents submitted as evidence to fulfil the eligibility criteria will be evaluated by the Tendering Authority. During the bid evaluation stage, RISL may request for clarification (if required) and any additional documents to support the Technical Qualification criteria (but not the Pre-Qualification criteria) may be accepted up to the Technical Presentation date (but not beyond that). Technical Qualification criteria will be evaluated by a committee, whose decision will be firm and final; the committee shall award marks on basis of the supporting documents submitted and presentation made by the bidder to the committee.

A) Pre-Qualification criteria

Bidders who meet all of the following Pre-qualification Criteria should apply:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Legal Entity</td>
<td>The bidder should be a company registered under Indian Companies Act, 1956 or a partnership firm registered under Indian Partnership Act, 1932 or a Proprietorship firm. Consortium of entities is not permitted.</td>
</tr>
<tr>
<td>2</td>
<td>Turnover from IT/ITeS</td>
<td>Annual Turnover of the bidder from IT/ITeS in last financial year, i.e., from 1st April 2011 to 31st March 2012, should be at least Rs. 1 crore.</td>
</tr>
<tr>
<td>3</td>
<td>Net Worth</td>
<td>The net worth of the bidder in the last financial year, i.e. from 1st April 2011 to 31st March 2012, should be Positive.</td>
</tr>
<tr>
<td>4</td>
<td>Tax registration and clearance</td>
<td>The bidder should have a registered number of</td>
</tr>
<tr>
<td></td>
<td>i. VAT/Sales Tax and clearance certificate, if applicable</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii. Service Tax, if applicable</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii. Income Tax / PAN number (mandatory)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>VAT clearance certificate may be substituted with proof of VAT/Sales Tax payment that has been paid no earlier than 1st April 2012.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Pre-requisites</td>
<td>As mentioned in the Annexure titled “Pre-qualification Evaluation”</td>
</tr>
</tbody>
</table>

The above criteria shall be evaluated as per Annexure titled “Self Pre-qualification Evaluation” (Annexure 1). The bidder must accurately complete this Annexure. Any error/inaccuracy/omission etc. in the self-evaluation may be corrected by the purchaser, as it deems fit, and that shall be final and binding on the bidder.
B) Technical-qualification (TQ) criteria

Only bidders who meet all of the Pre-qualification Criteria shall be evaluated for the Technical-qualification criteria:

Technical Qualification criteria are defined in Annexure 2.

The following definitions shall apply for the purposes of Eligibility Criteria:

1. Social Media sites in the scope of work (for the purposes of Eligibility Criteria): Facebook, Twitter, Google+, Flickr, YouTube, Pinterest, any of the popular blogging platforms: Wordpress, Blogger/Blogspot, Movable Type, TypePad, Tumblr, Posterous and LiveJournal or any other popular active social media site.

2. Similar natured work:
   a. Work experience of Social Media Optimization, Social Media Marketing, Social CRM, Social Media Advertising, Web content writing, Online campaigns/contests, Online digital marketing, E-Branding / Online brand development or Online reputation management services; or
   b. Work relating to the above stated social media sites in the scope of work; or
   c. Turnkey work that consists of above stated similar natured work.

3. Valid work experience:
   a. Proof of work such that the work experience is no earlier than 1st April 2007 and no later than the NIT date and such that proof of work is:
      i. Work order/Purchase order/Contract/Agreement/Statement of work etc.; or
      ii. Certificate by the bidder’s client on its letterhead (preferable, but not mandatory, as per Annexure titled the same) that confirms satisfactory execution/completion of the work
   and;
   b. Such that it is similar natured work; and
   c. Such that it is based in India or quoted in INR; or based abroad or quoted in currency other than INR but has a proof of bank foreign currency remittance in INR attached, with bidder as the beneficiary; and
   d. Such that it has C.A. certificate to substantiate the same.

4. C.A. certificate to substantiate work order: a C.A. certificate (as per Annexure titled ‘C.A. certificate to substantiate work experience) that validates the stated work experience, including detail of date(s) and amount(s) of payment(s) (if any) received by the bidder against the stated work order etc. from the stated client.
The Technical Qualification criteria shall be evaluated as per Annexure titled “Self Technical-qualification Evaluation” (Annexure 2). The bidder must accurately complete this Annexure. Any error/ inaccuracy/ omission etc. in the self-evaluation may be corrected by the purchaser, as it deems fit, and that shall be final and binding on the bidder.
CHAPTER 4: OBJECTIVES, SCOPE OF WORK, DELIVERABLES & TIMELINES

1) Objectives

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Objective</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Provide information to prospective tourists or generally citizens:</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>a. Rajasthan Tourism brand building</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Generating awareness</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. Tourism related policy</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. Re-pronouncement of information shared in traditional media</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e. Online electronic promotion/campaign/advertising etc. to aid above</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Seek feedback from prospective tourists or generally citizens:</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>a. Generic interaction to seek feedback</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Online electronic feedback to aid above</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Social Customer Relationship Management (limited to Rajasthan Tourism only):</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>a. Address queries of prospective tourists or generally citizens regarding any aspect of tourism in Rajasthan with support from Department of Tourism, as and when required.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Social Customer Relationship Management (outside the context of Rajasthan Tourism or India Tourism in general)</td>
<td>No</td>
</tr>
<tr>
<td>5.</td>
<td>Share or seek any information that results in non-compliance of applicable standards and guidelines (detailed in subsequent section)</td>
<td>No</td>
</tr>
<tr>
<td>6.</td>
<td>Department of Tourism, Government of Rajasthan’s or its affiliates’ (RTDC, PoW, RRoW etc.) internal information</td>
<td>Only after explicit approval from the Purchaser</td>
</tr>
<tr>
<td>7.</td>
<td>Share or seek any other information not covered above</td>
<td>Only after explicit approval from the Purchaser</td>
</tr>
</tbody>
</table>

Note: “Information” in the above table is medium-agnostic and thus may be text, photo, diagram, audio, video, scanned document etc.

2) Scope of work

Social Media Optimization refers to marketing & brand building, content promotion and search engine marketing on social media such as social networking sites with the intent of increased visibility and attracting unique visitors to website content.

The scope of work includes promotion on following 4 (four) social media sites – Facebook, Google+, Twitter and WordPress. The scope of work includes, but not limited to, the following activities:

a) Social Customer Relationship Management (CRM)

Provide accurate, complete, polite and prompt feedback to user interactions on the social media sites. The bidder shall seek input from department where the feedback requires such information.

User interactions shall be replied in the English/Hindi languages only.

b) Content Service Provider (CSP)
Create, update and publish content that is photo-rich & video-rich, original, engaging and factually & grammatically correct. The content may be derived from the existing portal and associated sites; however, the solution provider shall be responsible for the delivery of overall content, including any new content that may be desired. Content is medium-agnostic and thus may be text, photo, video, audio, diagram, scanned document etc. The ownership of and right to all content shall be of the Purchaser.

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

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

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

f) Out of hours work
Execute defined scope of work, for periods outside defined working periods, as an exception, on departmental written requests, if any.

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

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

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

A. Facebook
Facebook SMO refers to the broad scope of work manifesting as one main Facebook Page and additional supporting Facebook Page(s). It is envisaged to have 7 supporting pages to cater for following themes:

1. Monuments and Places
2. Events, Fairs and Festivals
3. Pilgrimages
4. Adventures & Wildlife
5. Shekhawati Frescoes and Handicrafts
6. Royal Rajasthan on Wheels
7. Palace on Wheels

Additionally, the scope of work consists of Facebook SEO for ranking high in the search results for relevant searches within the Facebook platform. It also includes event creation, management and promotion using Facebook events for key events, fairs and festivals in the state. At least one event per month on average in a year should be managed and promoted.

**Facebook Apps**

The solution provider shall develop and publish new Apps on the Facebook platform to increase its popularity, proactively or as requested by the department, for example, an app that allows photo/video submissions per week/month, where users can vote/select the best submission, thereby choosing a winner who is then acknowledged on the official Facebook site.

**B. Google+**

Google+ SMO refers to the broad scope of work manifesting as one main Google+ page. Google+ is a new offering from Google that is gaining rapid popularity as of September 2012.

**C. Twitter**

Twitter (and twitpic) SMO refers creation of one Twitter profile mapped to the Facebook pages and content. It includes the broad scope of work defined earlier. Additionally, the scope of work for Twitter SMO includes, but is not limited to, the following activities:

1. Use of twitpic to post a selection of the most popular and engaging photographs.
2. Tracking on Twitter for key words related to Rajasthan state and/or Tourism and replying to them.
3. Proactive use of Twitter hashtags where applicable.
4. “Twitter Spam” should be controlled (for example, spam followers) as per the defined requirements for moderation.

**D. WordPress**

WordPress SMO refers to creation, management and promotion of high-quality blogging content on the WordPress portal. It includes the broad scope of work defined earlier. Additionally, the scope of work for WordPress SMO includes, but is not limited to, the following activities:
1. Content creation, sanitization, formatting, management and promotion.
2. Use of SEO friendly clean permalink structure.
3. Tagging & Categorization of posts and articles.
4. Use of Trackback and Pingback standards for better SEO.
5. Feedback mechanism to accept & display hierarchical user comments.
6. Develop and update the FAQ bank based on user feedback.

The following conditions shall apply:

1. Content may be made available by the department, but will be primarily developed by the solution provider. The solution provider must upload content to the WordPress platform in at most 2 working days from its receipt from the department.

2. The blog shall be hosted at the WordPress.com portal (to cater for automated security patches and high performance/scalability requirements) along with domain management to display it onto a subdomain or path (as directed by the department) of the official portal. The department shall not make any additional payment for domain management work or for its fees as it is subsumed to be within the scope of overall WordPress SMO work.

3. The department reserves the right to switch over from a WordPress.com hosted blog to a self-hosted WordPress.org blog on the RSDC servers, in which case, all content should be exported from the original blog and imported into the new blog using WordPress tools. Additionally, in such a case, the solution provider shall be responsible to maintain the WordPress blog software and all associated Plugins & Themes at the latest stable versions at all times (within a calendar week of the official release); as well as to secure it against hacking attacks; and secure Safe-To-Host certificate (at its own cost) with every version upgrade or every major change, as per RSDC policy. Furthermore, in such a case, the solution provider shall be responsible to create a custom Theme for the blog that is apt for Rajasthan Tourism, at the request of the department.

E. Online advertising

At least 20% of the overall payment attributable in a given quarter, including all taxes, must be spent on advertising – on either or both – Google Adwords or Facebook Advertising, inclusive of all taxes.

Scope: The scope of advertising shall be solely for pages/profiles/accounts created or managed for the defined scope of work or Rajasthan Tourism in general. The solution provider shall provide requisite proof to substantiate the same along with the bill(s) submitted for payment(s).

Target audience: The targeted audience for advertising shall be as follows: The country profile (if applicable) shall be all countries (primarily countries in North America, Europe, Japan, China, Israel etc. and shall exclude South East Asia). The age profile (if applicable) for target audience shall be 23 years
or more. The interest profile (if applicable) shall be Tourism, Travel, India, Rajasthan, or related topics. The solution provider shall provide requisite proof to substantiate the same along with the bill(s) submitted for payment(s).

**Proof of advertising:** The solution provider shall provide requisite proof to substantiate the same along with the bill(s) submitted for payment(s). This shall be in form of reports generated from a given online advertisement platform for a given time period.

**Proof of payment:** The solution provider shall provide requisite proof to substantiate the same along with the bill(s) submitted for payment(s). This shall be in form of invoice (paper, electronic, or within an online account) and corresponding payment (debit/credit card receipt/statement, bank statement etc.).

**Advertisement platforms:** Currently only Google Adwords and Facebook Advertising are permitted. However, the Purchaser may remove or add any platform during the project duration, if the popularity of any platform ceases to exist or there is a more popular platform available. The solution provider shall advertise on the platforms recommended by the Purchaser.

**Note:** Self-certified printout or screenshot of electronic/online proofs may be submitted by the solution provider.

**F. Live event coverage**

The solution provider shall provide live coverage of event(s) on Social Media, at department’s request, on a notice period of at least 5 working days, such that there is at least 50% of the coverage on the same day itself, remaining (if any) on the day after, across all applicable social media sites as per contract.

**Types:** The live event coverage shall be of two types: (i) Four hourly event coverage and (ii) Full day event coverage.

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

3) **Additional Terms & Conditions**

The following terms and conditions shall apply additionally:
1. The department may assess the accuracy, completeness, promptness and politeness of the work on average and may take suitable action it found otherwise.

2. The name, description, slogan, tag line, username, URL or URL shortener for a given platform should be apt and SEO friendly; and should be finalized in accordance with the department.

3. The username and password credentials under which these social media sites are registered shall be exclusive for the department and property of the department; the solution provider must submit the credentials to the department on-demand and on termination/completion of the work. Failure to comply would be deemed as breach of contract.

4. If any of the social media accounts or assets is disabled due to violation of its Terms of Use, it would be deemed as breach of contract, unless stated otherwise by the department based on the understanding of disablement criteria in light of actions that led to it.

5. If any of the social media accounts is hacked, such that the hacking incident is not deemed widespread across the social media platform and such that it is particular to the account managed by the solution provider on behalf of the department, then the solution provider shall be deemed liable and the department may declare breach of contract.

6. The solution provider shall ensure that there is no significant overlap or duplication of content on the different Facebook pages and/or various social sites either manually or by automated approaches (such as feeds). However, the department may permit some overlap of content if it is deemed useful.

7. All content on the social media sites is subject to approval from the department. However, the solution provider may create/update/delete content, without seeking an approval, provided it meets the stated terms & conditions of the bid and contract. Additionally, the bidder may respond, without seeking an approval, to regular queries and comments:
   a. That do not require departmental input; or
   b. That relate to information in public domain; or
   c. That is similar to an earlier query/comment addressed by the department.

4) **Project Deliverables & Time Schedule**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Deliverable</th>
<th>Bidder’s service delivery period</th>
<th>Department’s approval/action period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Facebook main page</td>
<td>Alpha version (with at least items 1 and 2 in this table) to be submitted/presented by T+10</td>
<td>Feedback on alpha version by T+17</td>
</tr>
<tr>
<td>2.</td>
<td>Twitter profile</td>
<td></td>
<td>Feedback and approval of beta version by T+37</td>
</tr>
<tr>
<td>3.</td>
<td>Facebook additional pages</td>
<td>Beta version incorporating feedback from alpha (with all deliverables as per contract)</td>
<td></td>
</tr>
<tr>
<td>S.No.</td>
<td>Deliverable</td>
<td>Bidder’s service delivery period</td>
<td>Department’s approval/action period</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>4.</td>
<td>Google+ main page</td>
<td>to be submitted/presented by T+30</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Wordpress blog</td>
<td>Go-Live incorporating feedback from beta presentation (with all deliverables as per contract) by T+45</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Any new social media site</td>
<td>To be mutually agreed, if and when, a new site is added</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Facebook Lifetime Likes across all pages (main page and additional pages)</td>
<td>Go-Live: At-least 2% of quantity as per contract Q1: At-least 15% cumulatively Q2: At-least 40% cumulatively</td>
<td>Not applicable</td>
</tr>
<tr>
<td>8.</td>
<td>Twitter Followers across all profiles</td>
<td>Q3: At-least 70% cumulatively Q4: 100% cumulatively</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Four hourly event coverage</td>
<td>Submission of deliverables within 5 working days from the end of event</td>
<td>Not applicable</td>
</tr>
<tr>
<td>10.</td>
<td>Full day event coverage</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:

1. T refers to the date of signing of the contract. T+n refers to n calendar days from T.
2. Any delay in departmental approval/action as stated above shall not be accounted against the bidder.

5) Applicable Standards and Guidelines

The bidder shall ensure adherence to the following standards and guidelines and any updates to thereof from time-to-time:

a) “Framework and Guidelines for Use of Social Media for Government Organisations” issued by Department of Electronics and Information Technology Ministry of Communications & Information Technology, Government of India (DeitY, GoI)

b) Relevant provisions of IT Act 2000


d) Intellectual Property Rights, Copyrights, Trademarks etc.
6) **Roles & Responsibilities**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Role</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Provide tourism related information/feedback to the selected bidder required for project execution</td>
<td>Department of Tourism</td>
</tr>
<tr>
<td>2.</td>
<td>Provide IT specific information/feedback to the selected bidder required for project execution</td>
<td>RISL</td>
</tr>
<tr>
<td>3.</td>
<td>Provide feedback and approvals to the selected bidder for its deliverables</td>
<td>Contract Monitoring Committee</td>
</tr>
<tr>
<td>4.</td>
<td>Monitor contract timelines, renewal, termination etc.</td>
<td>Contract Monitoring Committee</td>
</tr>
<tr>
<td>5.</td>
<td>Monitor payment terms/schedule, Liquidated Damages, Service Level Requirements/Penalties etc.</td>
<td>Contract Monitoring Committee</td>
</tr>
<tr>
<td>6.</td>
<td>Change Requests</td>
<td>Change Control Committee</td>
</tr>
</tbody>
</table>

A Contract Monitoring Committee (CMC) comprising of officers from Department of Tourism, RISL and/or Department of IT&C shall be responsible for overall project execution. The scope of CMC is further detailed in subsequent chapter of the RFP.
CHAPTER 5: INSTRUCTION TO BIDDER (ITB) & BIDDING PROCESS

1) **Sale of Tender/ Bidding Document**
   The sale of bidding document shall commence with the issue of NIT and shall be stopped as per the details specified in NIT. The complete bidding document is also placed on the websites as specified in the NIT. The prospective bidders are permitted to download the bidding document from any of the specified websites but must pay the cost of bidding document while submitting the bid to RISL.

2) **Clarifications to the Bidding/ Bid Document**
   a) If the prospective bidder has any doubts as to the meaning of any portion of the bidding document, then he is allowed to refer the same to the tendering authority and get clarifications. He may do so by contacting the tendering authority in writing at the tendering authority’s address indicated in the NIT.
   b) The Tendering authority/ Procurement Committee will respond in writing to any request for clarification, provided that such request is received no later than 1 day after the Pre-bid Meeting. All the prospective bidders must submit the prescribed Tender Fee before submitting any such requests to the Tendering authority.
   c) The Tendering authority shall forward copies of its response to all Bidders who have purchased the Bidding Document directly from it and shall also place it on the website of RISL, including a description of the inquiry but without identifying its source.
   d) Should the Tendering authority deem it necessary to amend the Bidding Document as a result of a clarification or otherwise, it shall do so by issuing a revised bidding document and/ or Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in order to give reasonable time to the prospective Bidders to take into account the amendment.
   e) Post-bid clarifications, if any, will be sought only once. Hence, bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the bid/ documents submitted and no new documents shall be accepted.

3) **Pre-bid Conference/ Meeting**
   a) The bidder or its official representative (not more than two representatives per bidder) is/are invited to attend the pre-bid meeting as per the details specified in NIT. The objective of this meeting is to address the generic queries of the prospective bidders related to the Project/ bidding document.
b) Only the bidders/ firms, who have purchased the bidding document from the office of the RISL or have deposited the prescribed tender fee, are allowed to attend the pre-bid conference/meeting and submit their pre-bid queries in the specified format. Bidders having purchased the bidding document are welcome to attend the pre-bid meeting, even if they do not have any specific queries. Tendering authority shall respond to the queries of only those bidders who have purchased the bidding document till the day of pre-bid meeting or within 1 day after the Pre-bid meeting.

c) As a result of discussions in the pre-bid conference, if modifications in the bidding document, specifications of services are considered necessary, they may be done by issuing an addendum/corrigendum and its copies shall be sent through Email/post to all the bidders having purchased the bidding document. The corrigendum/ addendum and the Final bidding document will be placed on the websites as specified in the NIT.

d) The tendering authority reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

4) **Amendment of Bidding Document**

   a) At any time prior to the deadline for submission of the Bids, the tendering authority may amend the Bidding document by issuing Corrigendum/Addendum.

   b) Any Corrigendum/ Addendum issued shall be a part of the Bidding document and shall be communicated in writing to all, who have purchased the Bidding document and on the websites specified in NIT.

   c) To give prospective Bidders reasonable time in which to take a Corrigendum/ Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.

   d) Any change in date of submission and opening of bids would be published in appropriate manner including the websites mentioned in the NIT.

5) **Documents comprising the Bid**

   a) A Single stage-Two envelope/ cover system with a presentation shall be followed for the bid -

      • Technical bid including the pre-qualification documents in one cover/ envelope
      • Commercial bid in the other envelope

      These envelopes shall be enclosed in an outer envelope.
b) The technical bid including the pre-qualification and technical qualification documents shall consist of the following documents -

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Covering Letter – Technical Bid</td>
<td>On bidder’s letter head duly signed by authorized signatory</td>
</tr>
<tr>
<td></td>
<td><strong>Fee Details</strong></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Tender Fee</td>
<td>Photo copy of Fee Receipt/ DD/ Banker’s Cheque</td>
</tr>
<tr>
<td>3.</td>
<td>EMD</td>
<td>Photo copy of DD/ Banker’s Cheque</td>
</tr>
<tr>
<td></td>
<td><strong>Pre-Qualification Documents</strong></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Supporting information and documents</td>
<td>As per Annexure-1</td>
</tr>
<tr>
<td>5.</td>
<td>All the other documents mentioned in the “Eligibility Criteria”, in support of the eligibility</td>
<td>As per the format mentioned against the respective eligibility criteria clause</td>
</tr>
<tr>
<td></td>
<td><strong>Technical Qualification Documents</strong></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Supporting information and documents</td>
<td>As per Annexure-2</td>
</tr>
</tbody>
</table>

c) Commercial bid shall include the following documents: -

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Covering Letter – Financial Bid</td>
<td>On bidder’s letter head duly signed by authorized signatory</td>
</tr>
<tr>
<td>2.</td>
<td>Financial/ Price Bid</td>
<td>As per Annexure-1</td>
</tr>
</tbody>
</table>

d) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder.

e) Bid forms, wherever applicable, shall be filled in ink or typed. No tender/ bid filled in pencil shall be considered. The bidder shall sign the tender/ bidding document at each page and at the end in token of acceptance of all the terms and conditions of the tender/ bidding document

6) **Cost & Language of Bidding**

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

b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the tendering authority, shall be written only in English Language. Supporting documents 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 in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7) Alternative Bids

Alternative bids shall not be considered at all.

8) Bid Prices

a) Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The price quoted shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities. Unless specifically asked for separately or excluded. Revision in taxes/ duties including Service Tax shall be on account of the tendering authority if they have been asked for separately in the financial bid and are not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder.

b) All the prices should be quoted only in Indian Rupees (INR) Currency.

c) Prices/ Rates shall be written both in words and figures. There should not be errors and/ or overwritings. Corrections/ alterations, if any, should be made clearly and initialled with dates by the authorized signatory.

d) All rates quoted should include all incidental charges except Service Tax, which should be shown separately in the Financial/ Commercial bid format only.

e) The prices quoted by the Bidder in the Financial/ Commercial bid shall conform to the requirements specified therein.

f) All the required items must be listed and priced separately in the financial bid. If a financial bid shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the financial bid shall be assumed not to be included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment shall be applied in accordance with the provisions of bidding document.

g) The price to be quoted in the financial bid shall be the total price of the bid. Discount, if any, should be included in the quoted price. Discounts of any type, indicated separately, will not be taken into account for evaluation purposes.

h) The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the tendering authority. This shall not in any way limit the tendering authority’s right to contract on any of the terms offered:

i. For Services specified in the bidding document.
9) **Period of Validity of Bids**
   
a) Bids shall remain valid for the period of 120 days, as specified in NIT, after the bid submission deadline date prescribed by the tendering authority. A bid valid for a shorter period shall be rejected by the tendering authority as non-responsive bid.

b) In exceptional circumstances, prior to the expiration of the bid validity period, the tendering authority may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid.

10) **Earnest Money Deposit (EMD)**
   
a) Every bidder, if not exempted, participating in the bidding process must furnish the required earnest money deposit as specified in the Notice Inviting Tender (NIT).

b) Government of Rajasthan and Union Government undertakings, corporations, companies; autonomous bodies managed or controlled by Government are not required to submit the EMD. Receipt of EMD or Registration certificate or Certificate that the bidder is a Government undertaking/ Corporation/ Company/ autonomous body as mentioned above shall necessarily accompany the sealed bid without which the bid shall be rejected forthwith.

c) For the S.S.I. units of Rajasthan, a 75% discount shall be given in EMD, i.e., they will have to pay only 25% of the prescribed EMD. Similarly, Performance Security Deposit shall be @ 1% of the total agreed/ ordered project cost. They will have to furnish original or certified copy of the registration of SSI unit issued by the Director of Industries in respect of stores for which they are registered.

d) EMD of a bidder lying with RISL in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids. The EMD originally deposited may, however, be taken into consideration in case bids are re-invited.

e) Form of EMD: The EMD may be deposited in the form of a banker’s cheque or demand in favour of “Managing Director, RajCOMP Info Services Limited” payable at “Jaipur”. The EMD shall be valid for the period of Bid Validity as mentioned in the NIT. The same shall be payable at par at “Jaipur”.

f) Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract. In case of best/ successful bidder, the EMD, if feasible, may also be adjusted in arriving at the amount of the PSD.

g) Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:-

i. When the bidder withdraws or modifies his bid proposal after opening of bids.

ii. When the bidder does not execute the agreement after placement of order within the specified time.

iii. When the bidder fails to commence the supply of service as per purchase/ work order within the time prescribed.

iv. When the bidder does not deposit the security money after the purchase/ work order is placed.

v. To adjust any dues against the firm from any other contract with RISL.

11) Deadline for the submission of Bids

   a) Bids must be submitted by the bidders at the address and no later than the date and time indicated in the NIT.

   b) Normally, the date of submission and opening of bids would not be extended. However, in exceptional circumstances or when the bidding document is required to be substantially modified as a result of discussions in pre-bid conference and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by Managing Director, RISL and due publicity to such change in date of opening of bids would be given. In such cases, it would be ensured that after issue of corrigendum, reasonable time is available to the bidders to prepare and submit their bids. Any change in date of submission and opening of bids would also be placed on the respective websites immediately. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.

   c) The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter would be subject to the deadline as extended.

12) Delayed/ Late Bids

The tendering authority shall not consider any bid that arrives after the deadline for submission of bids as indicated in the NIT. Any bid received by the tendering authority after the deadline for submission of bids shall be declared as late and returned unopened to the Bidder.
13) **Format and Signing of Bid**

   a) The bidder shall prepare the bid as described in the bidding document.

   b) The bid shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization from the authorised person, accompanied with a board resolution, in case of a company/power of attorney.

   c) Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized person signing the bid.

14) **Sealing and Marking of Bids**

   a) Bidders may submit their bids by hand. Bids received by telegram or given on form other than the prescribed form shall not be considered.

   b) The inner and outer envelopes shall:

      i. bear the name and address of the Bidder;

      ii. should be addressed to the tendering authority

      iii. bear the specific identification of this bidding process pursuant to NIT and any additional information as specified in the bidding document; and

      iv. bear a warning not to open before the time and date for bid opening, in accordance with the NIT.

   c) If all envelopes are not sealed and marked as required, the tendering authority will assume no responsibility for the misplacement or premature opening of the bid.

15) **Withdrawal, Substitution, and Modification of Bids**

   a) A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written Notice, duly signed by an authorized signatory, and shall include a copy of the authorization. The corresponding substitution or modification of the bid must accompany the respective written Notice. All Notices must be:

      i. submitted in accordance with the bidding document, and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and

      ii. received by the tendering authority prior to the deadline prescribed for submission of bids.

   b) Bids requested to be withdrawn shall be returned unopened to the Bidders.
c) No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of the specified bid validity or any extension thereof.

16) **Bid Opening/ Opening of Tenders**

a) The designated Procurement Committee will perform the bid opening, which is a critical event in the bidding process.

b) The tendering authority shall conduct the bid opening at the address, date and time specified in the NIT.

c) All the bids received up to the specified time and date in response to all the bid inquiries shall be opened by the members of the designated Procurement Committee at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present.

d) All Envelopes containing EMD/ technical/ financial bids shall be signed with date by the members of the Committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where ‘a’ denotes the serial number at which the bid envelop has been taken and ‘n’ denotes the total number of bids received by prescribed time.

e) First, envelopes marked “WITHDRAWAL” shall be taken, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization, the withdrawal shall not be permitted and the corresponding bid will be opened.

f) Next, envelopes marked “SUBSTITUTION” shall be taken, read out, recorded, and exchanged for the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the bidder. No bid shall be substituted unless the corresponding substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Envelopes marked “MODIFICATION” shall be opened, read out, and recorded with the corresponding bid. No bid shall be modified unless the corresponding modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

g) All other envelopes, except the Commercial/ Financial bid, shall be opened one at a time, and the following read out and recorded: the name of the bidder and whether there is a modification; the presence of an EMD and any other details as the tendering authority may consider appropriate. No bid shall be rejected at bid opening except for delayed/ late bids, alternative bids and bids not accompanied with the required tender fee and bid security (EMD).
h) The Tendering authority shall prepare a record of the bid opening that shall include, at a minimum: the name of the bidder and whether there is a withdrawal, substitution, or modification; and the presence or absence of Tender fee, EMD. The bidder’s representatives who are present shall be required to sign the attendance sheet. The omission of a bidder’s signature on the record shall not invalidate the contents and effect of the record.

i) Only the outer envelopes and envelopes marked “Technical Bid” shall be opened first and in the sequence of the serial numbers marked on them. The envelopes containing “Financial Bid” shall be kept intact and safe and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids.

j) A list of names of the representatives of the bidding firms present at the time of opening of tenders shall be prepared and read out and got signed by the respective representatives.

17) Selection method

a) The selection method for technically qualified bid is Combined Quality cum Cost Based (CQCB).

b) CQCB evaluation will be as follows: assuming,

Assuming, Total technical marks excluding presentation marks (categories A to F, max 150) is T; and

Total financial bid price quoted in INR for all items is F; then

The overall score of a particular bidder will be calculated using the formula below:

\[ B = \frac{F_{low} * 40}{F} + \frac{T}{T_{high}} * 60 \]

Where:

\[ F_{low} = \text{The lowest Financial Quote received among technically qualified bids} \]

\[ F = \text{The Financial Quote submitted by the bidder under evaluation} \]

\[ T = \text{The evaluated Technical Score awarded to a particular bidder} \]

\[ T_{high} = \text{The highest Technical Score achieved by any technically qualified bidder} \]

c) The bidder having the highest total CQCB score shall be ranked first and would be considered for final selection.

d) If two or more bidders have the same overall CQCB scores, then the least cost would be given the first preference.

e) If two or more bidders score the same technical marks and financial quotes, the bid securing highest marks in the following categories, in the stated order until the tie is resolved, will be adjudicated as the best value bid:

1. Total presentation marks i.e. in Category G.

2. Total marks for valid work experience i.e. in Category F.

3. Each category, sequentially, in the technical qualification, starting from Category A.
18) **Guiding Principles for Evaluation of Bids**

a) The tendering authority shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.

b) The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications and proposed solution submitted by the bidder.

c) A bidder shall be considered to be eligible if it meets the eligibility criteria as mentioned in the RFP.

d) A responsive bid would be the one that meets the requirements of the bidding document including the technical evaluation criteria, if any, without material deviation, reservation, or omission where:

   i. “Deviation” is a departure from the requirements specified in the bidding document;

   ii. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

   iii. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

e) A material deviation, reservation, or omission is one that,

   i. if accepted, would:

      a. affect in any substantial way the scope, quality, or performance of the Services specified in the bidding document; or

      b. limits in any substantial way, inconsistent with the bidding document, the tendering authority’s rights or the bidder’s obligations under the proposed Contract; or

   ii. if rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.

f) Provided that a bid is substantially responsive, the tendering authority -

   • may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.

   • may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

   • shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-
conforming item or component. The adjustment shall be made using the method indicated in pre-qualification and Evaluation Criteria of this bidding document.

19) Evaluation of Technical Bids
   a) Pre-qualification criteria (as per Annexure 1):
      The technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of technical bids. It shall examine the technical bid including the pre-qualification documents.
   b) Technical evaluation criteria (as per Annexure 2):
      i. Only bidders qualifying the pre-qualification criteria shall be invited to present their solution/strategy. Each such bidder shall be provided up to 20 minutes to present their Social Media Optimization solution/strategy to the Procurement Committee. The presentation date, time and venue shall be intimated separately.
      ii. Up to top six bidders, each with at-least 25/175 marks in total for all categories (A to G), ranked by marks in the technical qualification shall be deemed technically qualified.
      iii. Only technically qualified bidders shall be invited for the financial bid opening.
   c) The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause “Conflict of Interest” or “Disqualification”, and shall be informed, either in writing or by uploading the details on the websites mentioned in the NIT, about the date, time and place of opening of their financial bids.
   d) The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be returned unopened and EMD refunded after completion of the bid process i.e. award of the contract to the best/ successful bidder.

20) Evaluation of Financial Bids
   a) The financial bids of bidders who qualify in technical evaluation shall be opened at the notified time, date and place by the members of the designated Procurement Committee in the presence of the bidders or their representatives who choose to be present.
   b) The process of opening, marking and signing on the envelopes and offers of financial bids shall be similar to that of technical bids.
   c) The names of the firms, the rates given by them and conditions put, if any, shall be read out and recorded in tender opening register.
   d) To evaluate a bid, the tendering authority shall consider the following:
      i. the bid price as quoted in accordance with bidding document.
21) **Clarification of Bids**
   a) To assist in the examination, evaluation, comparison and post qualification of the bids, the
tendering authority may, at its discretion, ask any bidder for a clarification of his bid. The
tendering authority’s request for clarification and the response shall be in writing.
   b) Any clarification submitted by a bidder with regard to his bid that is not in response to a request
by the tendering authority shall not be considered.
   c) No change in the prices or substance of the bid shall be sought, offered, or permitted, except to
confirm the correction of arithmetic errors discovered by the tendering authority in the
evaluation of the Commercial/ Financial Bids.
   d) Post-bid clarifications, if any, will be sought only once. Hence, bidders are advised to prepare and
submit the bid accordingly and ensure that all the required documents are in place. Also,
clarifications shall be sought only for the bid/ documents submitted and no new documents shall
be accepted.

22) **Correction of Arithmetic Errors**
    Provided that the bid is substantially responsive, the competent Procurement Committee shall
    correct arithmetical errors 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 tendering authority 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.

23) **Margin of Preference/ Price Preference**
No margin of preference/price preference shall be given to the services provided by Industries of Rajasthan over Services provided by Industries outside Rajasthan.

24) **Comparison of bids and determination of the best value bid**

The tendering authority shall compare responsive bids of all eligible bidders to determine the best value bid, in accordance with the clause “Selection method” of the RFP.

25) **Negotiations**

a) As a general rule, negotiations after opening of financial bids would be discouraged. However, negotiations may be undertaken in exceptional circumstances, such as:
   i. when ring prices have been quoted
   ii. When the quoted rates have wide variations and are much higher than the market rates prevailing at the time of opening of bids

b) Negotiations shall not make the original offer of the bidder ineffective.

c) Negotiations shall be conducted with the best value bidder only and by information given in writing with a minimum period of 3 days (in case of a local bidder) and 7 days (in case of an outstation bidder) shall be given for response in writing and in sealed cover. In case of urgency, the tender sanctioning PC may reduce the notice period for negotiations provided the bidder receives the information regarding holding negotiations.

d) In case the best value bidder does not reduce his rates in response to negotiations or the rates so reduced are still considered to be higher, the tender sanctioning PC may decide to make a written counter offer to the best value bidder. If the best value bidder does not accept the counter offer given by the PC, the PC may recommend rejecting the bid or may repeat the process to make the same counter offer to second best value bidder and so on to third, fourth best value bidder, etc. till a bidder accepts it.

26) **Disqualification**

Tendering authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder/bid from the bid process if the bidder:

i. Has not submitted the bid in accordance with the bidding document.

ii. Has submitted bid without submitting the prescribed Tender Fee, RISL Processing Fee, EMD or the Bidder’s authorisation certificate/Power of Attorney.

iii. Has imposed conditions in his bid.

iv. During validity of the bid or its extended period, if any, increases his quoted prices.
v. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

vi. Has failed to provide clarifications related thereto, when sought.

vii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.

viii. Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

27) **Acceptance of the Tender/ Bid and Notification of Award**

a) Prior to the expiration of the period of bid validity, the tendering authority shall notify the successful bidder, in writing, that its bid has been accepted.

b) The tendering authority shall award the Contract to the bidder whose proposal/ bid has been determined to be the best value bid.

c) Decision on bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.

d) As soon as a bid is accepted by the tendering authority, its written intimation would be sent to the concerned bidder. If the issuance of formal Work Order is likely to take time, a Letter of Intent (LOI) may be sent in the meanwhile. In the same intimation the bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value and deposit the amount of prescribed performance security deposit within 15 days from the date of issue of acceptance.

e) The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the bidder.

f) The acceptance of the bid shall also be placed on website of RISL for general information to all.

g) The EMD of the bidders whose bids could not be accepted shall be refunded soon after the agreement with the successful bidder is executed and his performance security deposit is obtained. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

28) **Confidentiality**

a) Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
b) Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.

c) From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

29) **Tendering authority's Right to Accept/ Reject any or all of the Bids**

The tendering authority reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.

30) **Right to Vary Quantities**

a) At the time the Contract is awarded, the quantity of Services originally specified in the bidding document may be increased or decreased, provided this change does not exceed the limits/ceilings of minimum and maximum quantity, if any, indicated in the bidding document, and without any change in the unit prices or other terms and conditions of the bid and the bidding document.

b) **No minimum quantity is guaranteed at the time the Contract is awarded.**

c) If the order is placed up to 50% in excess of the quantities, the bidder shall be bound to meet the required supply.

d) If the tendering authority does not purchase any of the tendered articles or purchases less than the quantity indicated in the tender form, the bidder shall not be entitled to claim any compensation.

e) Notwithstanding anything to the contrary mentioned in this bidding document, the quantities of the following items shall be on actual. Their quantities, mentioned in this bidding document, are estimates and are to be used only for the purpose of evaluation and comparison of bids.

31) **Renewal of Rate Contract**

a) The rate contract may be renewed at mutual consent of the tendering authority and the bidder, at the same quoted rates and with the same terms and conditions, for a period not exceeding the original rate contract period, at-most once.

b) The renewal shall be without any gap and may be finalised no earlier than 3 months before the expiry of the original contract period.
32) **Signing of Contract**

   a) Promptly after notification of award, the tendering authority shall send to the successful bidder the Contract Agreement including “Special Conditions of Contract”.

   b) Within fifteen (15) days of receipt of the Letter of Intent/ Work Order from the tendering authority, the successful bidder shall sign, date, and return the Contract Agreement to the tendering authority.

33) **Performance Security Deposit (PSD)**

   a) Within fifteen (15) days of the receipt of notification of award from the tendering authority, the successful Bidder shall furnish the Performance Security Deposit (PSD) @ 5% of the total agreed/ ordered project value.

   b) Failure of the successful bidder to submit the aforementioned PSD or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation/ termination) of the award and forfeiture of the EMD. In that event the tendering authority may award the Contract to the next best value bidder whose offer is valid and substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.

34) **Reservation of Rights**

   To take care of unexpected circumstances, RISL shall reserve the rights for the following:

   a) Extend the closing date for submission of the bid proposals.

   b) Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders and on the respective websites.

   c) Allow a bidder to change its technical proposal if the same opportunity is given to all bidders but before the opening of financial bids.

   d) To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles/ services for which bid has been invited or distribute items of stores/ services to more than one bidder.

   e) Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.

   f) Seek the advice of external consultants to assist RISL in the evaluation or review of proposals.

   g) Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.

   h) Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.
35) Monitoring of Contract

a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by tendering authority to monitor the progress of the contract during its delivery period.

b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work like fabrication work, the process of completion of work may be watched and the selected bidder’s premises where the work is being completed may be inspected.

c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.

d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the tendering authority through a written agreement to this effect. The bidder’s receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of tendering authority.

36) Conflict of Interest

a) RISL considers a conflict of interest 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. In pursuance of RISL’s Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, RISL will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified.
b) A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the services that are the subject matter of the bid.

c) It may be considered to be in a conflict of interest with one or more parties in the bidding process if

i. they have controlling shareholders in common; or

ii. it receives or have received any direct or indirect subsidy from any of them; or

iii. they have the same legal representative for purposes of the Bid; or

iv. they 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 tendering authority regarding this bidding process.
1) Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:

a) “Contract” means the Agreement entered into between the Purchaser and the successful/selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.

c) “Contract Price” means the price payable to the successful/selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

d) “Contract/Project Period” shall be the period leading to Go-Live and 12 months thereafter from the date of Go-Live. It may be extended for a further 1 (one) year, on mutual consent, at the quoted rates.

e) “Day” means a calendar day.

f) “Delivery” means the transfer of the Goods from the successful/selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.

g) “Completion” means the fulfilment of the related services by the successful/selected bidder in accordance with the terms and conditions set forth in the Contract.

h) “Purchaser” means the entity purchasing the services, as specified in the bidding document.

i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/selected bidder under the Contract.

j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the services is subcontracted by the successful/selected bidder.

k) “Supplier/Successful or Selected bidder” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/selected bidder.
A) General Conditions of the Bid

1) Income Tax and VAT Registration and VAT Clearance Certificate

No Dealer who does not hold a valid Permanent Account Number (PAN)/ Tax Identification Number (TIN) from Income Tax department, GoI and who is not registered under the Service Tax /Sales Tax Act prevalent in the State where his business is located shall bid. The Service Tax/ VAT Registration Number should be quoted and wherever applicable a VAT clearance certificate from the Commercial Taxes Officer of the Circle concerned valid on the date of submission of bid shall be submitted without which the bid is liable for rejection. The bidder quoting Rajasthan VAT should have valid VAT registration in the state of Rajasthan and he should mention the same VAT registration number in the bid document.

2) Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3) Interpretation

a) If the context so requires it, singular means plural and vice versa.

b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
4) Language

a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

b) The successful/selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5) Notices

a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch and receipt.

b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

6) Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/the Country (India), unless otherwise specified in the contract.

7) Scope of Supply

a) Subject to the provisions in the bidding document and contract, Services to be supplied shall be as specified in the bidding document.

b) Unless otherwise stipulated in the Contract, the scope of Services shall include all such activities not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the services as if such activities were expressly mentioned in the Contract.

8) Supplier’s/Selected Bidder’s Responsibilities

The Supplier/Selected Bidder shall provide all the services included in the scope of supply in accordance with the provisions of bidding document and/or contract.
9) **Purchaser's Responsibilities**

a) Whenever the supply of services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

10) **Contract Price**

a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

b) Prices charged by the Supplier/ Selected Bidder for providing services under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

11) **Recoveries from Supplier/ Selected Bidder**

a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.

b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL.

c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

12) **Taxes & Duties**

a) The income tax, service tax, etc., if applicable, shall be deducted at source from the payment to the Supplier/ Selected Bidder as per the law in force at the time of execution of contract.

b) The entry tax, if applicable shall be deducted at source and deposited in the government treasury in proper revenue receipt head of account.

c) Revision in Service Tax shall be on account of the tendering authority if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder. Revision of any other tax or duty shall be on account of the bidder.
d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/selected bidder in India, the Purchaser shall use its best efforts to enable the successful/selected bidder to benefit from any such tax savings to the maximum allowable extent.

13) Performance Security Deposit (PSD)

a) In case of successful/selected bidder, the EMD may be adjusted in arriving at the amount of the PSD.

b) The successful/selected bidder shall, within fifteen (15) days of the notification of Contract award, provide a PSD @ 5% of the total agreed/ordered project value for the due performance of the Contract in the amounts and currencies specified in the work order.

c) The proceeds of the PSD shall be payable to the Purchaser as compensation for any loss resulting from the successful/selected bidder failure to complete its obligations under the Contract.

d) Form of PSD: PSD in the form of cash will not be accepted. It may be deposited in the form of Bank Draft or Banker’s Cheque in favour of “Managing Director, RajCOMP Info Services Limited” payable at “Jaipur”.

e) Refund of PSD: The PSD shall be refunded after one month of expiry of the term of the contract.

f) Forfeiture of PSD: PSD shall be forfeited in the following cases:
   i. When any terms and condition of the contract is breached.
   ii. When the Supplier/Selected Bidder fail to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/work order.
   iii. To adjust any dues against the firm from any other contract with RISL.

g) No interest shall be paid by RISL on the amount of EMD and PSD.

h) Proper notice shall be given to the Supplier/Selected Bidder with reasonable time before EMD/PSD is forfeited.

i) Forfeiture of EMD/PSD shall be without prejudice to any other right of RISL to claim any damages as admissible under the law as well as to take such action against the Supplier/Selected Bidder such as severing future business relation or black listing, etc.

14) Copyright

The copyright in all deliverables, project documents and other materials containing data and information furnished to the Purchaser by the Supplier/Selected Bidder herein shall remain vested in the Supplier/Selected Bidder, or, if they are furnished to the Purchaser directly or through the Supplier/Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
15) Confidential Information

a) The Purchaser and the Supplier/Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b) The Supplier/Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/Selected Bidder.

c) The Purchaser shall not use such documents, data, and other information received from the Supplier/Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

d) The obligation of a party under sub-clauses above, however, shall not apply to information that:

i. the Purchaser or Supplier/Selected Bidder need to share with the Department of Tourism or RISL or other institutions participating in the Contract;

ii. now or hereafter enters the public domain through no fault of that party;

iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

16) Sub-contracting

a) Unless otherwise specified in the Contract, the bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/Tendering Authority.
b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.

c) Subcontracts shall comply with the provisions of bidding document and/ or contract.

17) Specifications and Standards

a) All articles supplied shall strictly conform to the specifications, guidelines laid down in the clause “Applicable Standards and Guidelines” of the RFP document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.

b) Deliverables / Reports

i. The Supplier/ Selected Bidder shall ensure that the services comply with the technical specifications and other provisions of the Contract

ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser

iii. The services supplied under this Contract shall conform to the standards and guidelines as mentioned in bidding document

c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

18) Rejection

a) Deliverables/ Services not approved shall be rejected and will have to be replaced/ modified by the supplier/ bidder/ selected bidder at his own cost within the time fixed by the Purchase Officer.

b) If, however, due to exigencies of RISL’s work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the supplier/ bidder/
selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

19) Extension in Delivery Period and Liquidated Damages (LD)

a) Except as provided under clause “Force Majeure”, if the supplier/ selected bidder fails to deliver any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage of the contract value specified in clause no. 19. (d) below until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.

b) Value of work leading up to successful Go-Live, for the purposes of this clause (but not for payments), shall be 25% of the overall contract value. The Liquidated Damages shall be applicable on this amount.

c) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange services within the specified period.

d) Delivery and completion period may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the supplier/ selected bidder.

i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period or is unable to maintain prorate progress in the supply of service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of service after which such request shall not be entertained.

ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of service and the periods of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.

iii. Normally, extension in delivery period of service in following circumstances may be considered without liquidated damages:

a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if Department of Tourism or RISL was required to supply them to the supplier of service provider as per terms of the contract.
b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the RISL as per terms of the contract.

iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of service.

v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.

vi. If the Department of Tourism / RISL is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

e) In case of extension in the service delivery and/ or completion / commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the supplier/ selected bidder has failed to supply or complete:

<table>
<thead>
<tr>
<th>No.</th>
<th>Condition</th>
<th>LD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Delay up to one fourth period of the prescribed period for Go-Live</td>
<td>2.5%</td>
</tr>
<tr>
<td>b.</td>
<td>Delay exceeding one fourth but not exceeding half of the prescribed period for Go-Live</td>
<td>5.0%</td>
</tr>
<tr>
<td>c.</td>
<td>Delay exceeding half but not exceeding three fourth of the prescribed period for Go-Live</td>
<td>7.5%</td>
</tr>
<tr>
<td>d.</td>
<td>Delay exceeding three fourth of the prescribed period of Go-Live</td>
<td>10.0%</td>
</tr>
</tbody>
</table>

i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.

ii. The maximum amount of liquidated damages shall be 10%.

20) Patent Indemnity

a) The supplier/ selected bidder shall, subject to the Purchaser’s compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract.
b) Such indemnity shall not cover services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the services / deliverables or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

c) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

d) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

e) The Purchaser shall, at the supplier’s/ selected bidder’s request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.

f) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

21) Limitation of Liability

Except in cases of gross negligence or wilful misconduct:

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to
any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

22) Change in Laws & Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

23) Force Majeure

a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the Department of Tourism or RISL, the Department of Tourism or RISL may take the case with the supplier/ selected bidder on similar lines.
24) Change Orders and Contract Amendments

a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following: -
   i. Project deliverables, documents, specifications or standards
   ii. Services to be provided by the supplier/ selected bidder.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier’s/ selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier’s/ selected bidder’s receipt of the Purchaser’s change order.

c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

25) Termination

a) Termination for Default
   i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
      a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or
      b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
      c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
      d. If the supplier/ selected bidder commits breach of any condition of the contract.
   ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.
   iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.
b) **Termination for Insolvency**

RISL may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/selected bidder, if the supplier/selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RISL.

c) **Termination for Convenience**

i. RISL, by a written notice of at least 30 days sent to the supplier/selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the supplier/selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

ii. Depending on merits of the case the supplier/selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

iii. The services/deliverables that are complete and ready for shipment within twenty-eight (28) days after the supplier’s/selected bidder’s receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
   a. To have any portion completed and delivered at the Contract terms and prices; and/or
   b. To cancel the remainder and pay to the supplier/selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/selected bidder.

26) **Settlement of Disputes**

a) General: If any dispute arises between the supplier/selected bidder and RISL during the execution of a contract, it should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/selected
bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/selected bidder.

b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL)

- Chairman of BoD of RISL : Chairman
- Secretary, DoIT&C or his nominee,
  not below the rank of Deputy Secretary : Member
- Managing Director, RISL : Member
- Director (Technical)/Executive Director, RISL : Member
- Director (Finance) , RISL : Member
- A Legal Expert to be nominated by the Chairman : Member

c) Procedure for reference to the Standing Committee: The supplier/selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/or service from the supplier/selected bidder shall prepare a reply of representation and shall represent the RISL’s stand before the standing committee. From the side of the supplier/selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.

d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

B) Payment Terms and Schedule

a) Payment schedule:
Payments shall be made at calendar quarterly periods, such that a quarter shall consist of three calendar months, which shall in turn co-relate with a month in the financial bid. Start of 1st quarter shall be deemed as the date of Go-Live of the project. For payment of items with fractional month period, payment shall be pro-rated at the resolution of nearest full-day, assuming a month has 30 days.

b) Payment amount:

The billable amount shall be as per the rates quoted and quantities of services delivered as per the contract. The payable amount shall be based on billable amount after accounting for any LD, penalties due to Service Level Requirements and any other the terms and conditions of the contract.

c) Payment pre-requisites:

In conjunction with clause (d) below, the bidder must submit a brief report along with requisite proofs (as per the scope of work), for each quarterly payment period, outlining the work carried out as per the scope of work and self-declaration on its letterhead detailing achievement/non-achievement of the stated Service Level Requirements.

d) The supplier’s/ selected bidder’s request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.

e) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.

f) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.

g) All remittance charges will be borne by the supplier/ selected bidder.

h) In case of disputed services / deliverables, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

i) Advance Payments will not be made.

j) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

k) Taxes (work contract tax, service tax, income tax, any other applicable tax etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

l) Payment terms specific to the scope of work:

i. Event coverage rates in the financial bid are inclusive of all costs that may be incurred by the bidder in contexts of travel, boarding, lodging, fees, charges, taxes, levies, incidentals,
professional equipment, processing, packaging, shipping etc. and consequently shall be borne by the bidder and not the Purchaser.

ii. “Four hourly event coverage” requested by the department: Less than 4 hours in a single event shall be counted as one unit; more than 4 hours shall be rounded down to nearest multiple of 4 and the said multiple units shall be counted.

iii. “Full day event coverage” requested by the department: More than 12 hours and less than 24 hours in a single event shall be counted as one unit; more than 24 hours shall be rounded down to nearest multiple of 24 and the said multiple units shall be counted. In addition to this, “Four hourly event coverage” rates shall apply to the truncated value (as a result of rounding) as per clause stated above. Furthermore, any event that is less than 12 hours, shall be paid for as “Four hourly event coverage” rates as per clause stated above.

d. Event coverage duration excludes time period required for travel, stay, setup etc. that may be essential for coverage of the stated event.

e. “Facebook Lifetime Likes” and “Twitter Followers” shall be rounded down to the nearest 1000. The truncated value (as a result of rounding) will be accounted for in subsequent quarterly payment period, if any.

vi. “Facebook Lifetime Likes” and “Twitter Followers”: No payment shall be made for delivering more than 100% of the quantities as stated in the contract/bid (i) unless there is a renewal of rate contract as per “Renewal of Rate Contract”, in which the excess quantities in original contract will be accounted and paid for in the renewed contract, or (ii) unless requested by the department as per “Right to Vary Quantities”.

C) Special Conditions of the Bid

27) Service Level Requirements

a) Service Level Requirements (SLRs) as defined in the table below shall apply.

b) Each SLR shall be generally evaluated over a quarterly time period (3 months), unless explicitly stated otherwise in the table below.

c) SLR penalty (deduction in payable amount) specific to non-compliance of a given SLR is defined as a percentage of the total contract value attributable over a quarterly time period.

d) SLR penalty stated above is additive such that the total penalty for all non-complied SLRs shall be sum of their corresponding percentages.

e) The maximum penalty ceiling for a quarterly payment period shall be 35% of the quarterly payable amount (as opposed to 35% of the total contract value attributable over a quarterly time period).

f) The Purchaser may terminate the contract for non-compliance of the SLRs if:

   a. The maximum penalty ceiling is touched in two consecutive quarters; or
   b. The number of Likes/Followers in a given quarter is less than 50% of the targeted number of Likes/Followers in a given quarter as defined in the scope of work.

g) The Purchaser may revise the SLRs for a specific social site if its popularity ceases to exist during the project period.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Activities</th>
<th>Service Level Requirements (SLRs)</th>
<th>Additive penalty in % for failure to achieve stated SLRs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Social CRM (Customer Relationship Management)</td>
<td>90% of the feedback to citizens within 2 hours for defined working periods in a given quarter and that feedback is appropriate.</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>where feedback may be one or more for multiple conversations in a thread and such that SLR excludes (i) feedback that has external dependency on department, and (ii) invalid or not applicable queries.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>CSP (Content Service Provider)</td>
<td>For Facebook main page and Twitter profile: At-least 20 posts per calendar week For rest: At-least 10 posts per calendar week where post is text, image, video or a combination etc.</td>
<td>15%</td>
</tr>
<tr>
<td>3.</td>
<td>Moderation</td>
<td>90% of the moderation to remove spam/inappropriate content within 1 hour for</td>
<td>5%</td>
</tr>
</tbody>
</table>

For Facebook main page, Twitter profile, Facebook additional pages, Google+ main page and Wordpress blog:
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Activities</th>
<th>Service Level Requirements (SLRs)</th>
<th>Additive penalty in % for failure to achieve stated SLRs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>For Facebook main page, Twitter profile, Facebook additional pages, Google+ main page and Wordpress blog:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Facebook Apps</td>
<td>At-least one new Facebook App per quarter</td>
<td>2.5%</td>
</tr>
<tr>
<td>5.</td>
<td>Currency</td>
<td>At-least once a month update of the landing-page, front-page, background image, cover photo, theme etc. that signifies currency with the current season, event etc.</td>
<td>2.5%</td>
</tr>
<tr>
<td>6.</td>
<td>Priority Departmental Requests</td>
<td>95% of departmental written requests, if any, for Social CRM to be complied with within 1 hour for defined working periods in a given quarter; and 95% of departmental written requests, if any, for CSP services to be complied with within 3 hours for defined working periods in a given quarter; and 95% of departmental written requests, if any, for moderation to be complied with within 30 mins for defined working periods in a given quarter</td>
<td>2.5%</td>
</tr>
<tr>
<td>7.</td>
<td>Out of hours</td>
<td>75% of departmental written requests, if any, in a given quarter, for work outside defined working periods to be completed as per Priority Departmental Requests as defined above.</td>
<td>1%</td>
</tr>
<tr>
<td></td>
<td><strong>For Likes/Followers:</strong></td>
<td></td>
<td></td>
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<tr>
<td>8.</td>
<td>Advertising</td>
<td>At-least 20% of the overall payment attributable in a given quarter, including all taxes, must be spent on advertising – on Google Adwords or Facebook Advertising, inclusive of all taxes.</td>
<td>20%</td>
</tr>
<tr>
<td>9.</td>
<td>Targets</td>
<td>At-least the targeted number of Likes/Followers must be delivered in a given quarter as defined in the scope of work</td>
<td>15%</td>
</tr>
<tr>
<td></td>
<td><strong>For Event coverage:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Live coverage</td>
<td>Live coverage of event(s) on Social Media for a given quarter, at department’s request, on a notice period of at-least 5 working days, such that there is at-least 50% of the coverage on the same day itself, remaining (if any) on the day after, across all applicable social media sites as per contract</td>
<td>10%</td>
</tr>
</tbody>
</table>
Notes:

1. Working periods is as defined in the section Abbreviations and Definitions of this document.

28) Intellectual Property, Data Protection and Data Retention

The following additional Terms and Conditions pertaining to Intellectual Property shall apply:

a) All assets developed by the solution provider for the entire project or any derivative work from an asset owned by the department shall be perpetual, irrevocable and exclusive property of the department, unless stated explicitly otherwise in this RFP or in any further communication by the department.

b) The above however excludes any pre-existing Intellectual Property used in the project that is owned by the solution provider, which shall be non-exclusively jointly owned by the department and the solution provider. Secondly, it also excludes any third-party intellectual Property used in the project that is not owned by the solution provider in any way. Thirdly, it also excludes Intellectual Property in the public domain used in the project.

c) The solution provider is permitted to reuse Intellectual Property fully owned by it, third party Intellectual Property (subject to their approval) or Intellectual Property in the public domain that is legal and does not violate Intellectual Property Rights in this work. The verification of continued legality of the Intellectual Property will be solely solution provider’s responsibility. The department shall not be liable for any Intellectual Property Rights violation and the full liability for the same shall be towards the solution provider.

d) The solution provider under no circumstances shall promote its brand name or any other non-Government brand name on a property of the department, unless such promotion is done by the underlying platform outside solution provider’s control.

e) The solution provider shall not monetize, in any form, from a property of the department or from any activity based on scope of the work, in addition to the contracted financials with the department.

f) Any entities (third-party or otherwise) (hotels, restaurants, taxi services etc.) that are mentioned, referenced or included in an asset are subject to approval from the department, unless mentioned, referenced or included in an asset by the underlying platform outside solution provider’s control.

g) The solution provider shall clearly mark a property of the department, resulting from scope of the work, to reflect its ownership, for example, mark it as “Official (asset) for Rajasthan Tourism” where (asset) is replaced with appropriate text; and/or by the department Logo; and/or by use of watermarking techniques in photograph and video content.

h) The solution provider shall appropriately acknowledge, link, reference, or mention etc. the “Terms of Use” etc. for the underlying platform, in cases where a departmental property is based on the stated underlying platform.

i) The solution provider shall ensure that the “Terms of Use” etc. for the underlying platform are suitable for the project throughout the entire project period.
j) Furthermore, the solution provider shall inform the department in writing any terms or changes in the “Terms of Use” etc. that restrict or impact the scope of work defined in this RFP, any other aspect of the project or the Purchaser, directly or indirectly, in any way or form.

k) Additionally, the solution provider shall monitor the domain area under its scope of work and report any unauthorized use of departmental property to the department.

l) The correctness and completeness of content (text, audio, video, clipart etc.) used in the project, including any third-party, tools-based or otherwise translated, shall be liability of the solution provider.

m) The solution provider shall adhere to all applicable law, acts, amendments, guidelines, policies, gazettes, circulars, notifications, rules etc. imposed by the Government from time to time; additionally, in particular to the Information Technology Act 2000, Information Technology Amendment Act 2008 and Right to Information Act 2005.

n) The solution provider shall ensure Data Protection such that:
   
i. No personally identifiable information about a person (password, financial information, physical, physiological, mental health condition, sexual orientation, medical records and history, biometric information, etc.), with or without the consent of the said person, is made available, directly or indirectly, through or by means of a property of the department. It however excludes the required Nodal Officer details (name and contact information only) etc.

   ii. No confidential information about the department, its allied units, its employees, partners, clients, suppliers, service providers, or any other organization is made available, directly or indirectly, through or by means of a property of the department.

   iii. No information that is inappropriate – factually, grammatically or politically incorrect; inaccurate or incomplete; misrepresentation; unauthorized; spamming, based on spamdexing techniques, advertising, unsubstantiated claims or unauthorized branding; false, misleading, fraudulent or deceptive; threatening, harassing, insulting to a user; offensive, profane, vulgar, obscene; defamatory; political, sexual, religious hatred; illegal activities or terrorism related; gambling, scams related; uncertified pharmaceutical products; spying related; related to non-accredited educational organizations; related to legal cases or proceedings or any matter related to court of law; content that advocates against any person or organization etc. – is made available, directly or indirectly, through or by means of a property of the department.

   o) The solution provider shall expeditiously remove or disable access to any information that violates the terms and conditions stated above, within 15 minutes or as stated by the department, after receiving actual knowledge or on being notified by the appropriate Government or its agency, without vitiating the evidence in any manner.

   p) The solution provider shall comply with the Data Retention policies implied by the above stated Acts, Rules etc. In particular, the solution provider shall provide a complete dump/export of the content, for a property of the department where it is applicable, excluding the underlying technology or platform, at a periodicity defined by the department or at-least once per calendar quarter, in softcopy on a suitable write-once non-tamperable medium such as a CD or DVD, clearly marked with relevant meta information and in two copies.
to the department. Any third-party charges incurred to obtain the stated data export, charges towards the delivery medium, delivery etc. shall be fully borne by the solution provider. Data previously submitted in an earlier deliverable need not be submitted again in subsequent deliverable, unless explicitly stated otherwise by the department. The data export shall be collected in the following manner, in order of strict preference:
(i) using the underlying platform (directly or indirectly via an API, feature, add-on etc.), or (ii) using a third-party tool or service, or (iii) any means that programmatically enables such data export, or (iv) by brute-force collection of screenshots saved as PDF or PNG files, such that the collection of screenshots is sufficient enough to capture all of the content generated in course of interaction with the users of the system.

q) In context of the Social Media Optimization, all content generated in course of interaction with the users of the system, must be captured and retained as defined above

29) Change Requests/ Management

a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Procurement Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.

b) RISL or Department of Tourism may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following:

- Designs, specifications, requirements for which service to be provided under the agreement are to be specifically developed and rendered for the Department of Tourism.
- Schedule for acceptance of project deliverables

c) The change request/ management procedure will follow the following steps:

- Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by Department of Tourism or RISL.
- Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the bidder.
- Approval or disapproval of the change request – Department of Tourism or RISL will approve or disapprove the change requested based on quoted man-month rate (shall be used for cost estimation), efforts of all technical resources based on the estimated effort in man-days / man-months etc. resulting from the change request. For all technical resources irrespective of their experience and specialisation, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the bidder.

Verification of the change - The change will be verified by Department of Tourism or RISL on implementation of the change request.

d) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/time of the project shall be undertaken by SI only after securing the express consent of the Department of Tourism or RISL. In the event that the consent of the Department of Tourism or RISL is not received then the change will not be carried out.

e) While approving any change request, if required, RISL / Department of Tourism may ask the bidder to deploy the required resources on-site.

f) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm’s performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of receiving the RISL change order which shall not be unreasonably withheld or delayed.

30) Exit Management

a) Preamble

i. The word ‘parties’ include the tendering authority and the bidder.

ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.

iii. In the case of termination of the Project Implementation and/or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Transfer of Assets

i. The bidder may continue work on the assets (provided to the technical resources working on-site) for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by the Department of Tourism or RISL to do so. During this period the bidder will transfer all the assets in good working condition and as per the specifications of the bid document including the ones being upgraded to the department/designated agency. The security deposit/performance security submitted...
by bidder will only be returned after the successful transfer of the entire project including its office infrastructure.

ii. The Department of Tourism or RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the bidder at any time during the exit management period requiring the bidder to provide Department of Tourism or RISL or its nominated agencies with a complete and up-to-date list of the assets / documents / specifications within 30 days of such notice.

iii. Upon service of a notice, as mentioned above, the following provisions shall apply:

a. In the event, if the assets which to be transferred to the Department of Tourism or RISL mortgaged to any financial institutions by the bidder, the bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Department of Tourism or RISL or its nominated agencies.

b. All title of the assets to be transferred to the Department of Tourism or RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the bidder.

c. That on the expiry of this clause, the bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by bidder to the Department of Tourism or RISL.

d. That the products and technology delivered to the Department of Tourism or RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by bidder to other locations apart from the locations mentioned in the this bid document without prior written notice and approval of the Department of Tourism or RISL. Supplied hardware, software & documents etc., used by the bidder for the Department of Tourism or RISL shall be the legal properties of the Department of Tourism or RISL.

c) Cooperation and Provision of Information

i. During the exit management period

a. The bidder will allow the Department of Tourism or RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable the Department of Tourism or RISL or its nominated agencies to assess the existing services being delivered.
b. The bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the bidder. The Department of Tourism or RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The bidder shall permit the Department of Tourism or RISL or its nominated agencies and/or any Replacement Operator to have reasonable access to its employees and facilities as reasonably required by the Department of Tourism or RISL or its nominated agencies to understand the methods of delivery of the services employed by the bidder and to assist appropriate knowledge transfer.

d) Confidential Information, Security and Data

i. The bidder will promptly on the commencement of the exit management period supply to the Department of Tourism or RISL or its nominated agencies the following:
   a. Documentation relating to Intellectual Property Rights;
   b. Project related data and confidential information;
   c. All current and updated data as is reasonably required for purposes of the Department of Tourism or RISL or its nominated agencies transitioning the services to its replacement bidder in a readily available format nominated by the Department of Tourism or RISL or its nominated agencies; and
   d. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Department of Tourism or RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to the Department of Tourism or RISL or its nominated agencies, or its replacement operator (as the case may be).
   e. Before the expiry of the exit management period, the bidder shall deliver to the Department of Tourism or RISL or its nominated agencies all new or updated materials from the categories set out above and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.

e) Transfer of certain agreements

i. On request by Tendering Authority or its nominated agencies, the bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Tendering authority or its nominated agencies may require in favour of tendering authority or its nominated agencies, or its Replacement Operator in relation to any equipment lease, maintenance or service provision agreement between bidder and third party leasers, operators, or Operator, and which are
related to the services and reasonably necessary for carrying out of the replacement services by the Department of Tourism or RISL or its nominated agencies, or its replacement Operator.

ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the bidder’s premises, the bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to the Department of Tourism or RISL or its nominated agencies, and/or any replacement operator in order to inventory the assets.

f) General Obligations of the bidder

i. The bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to the Department of Tourism or RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.

ii. The bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

g) Exit Management Plan

i. The bidder shall provide the Department of Tourism or RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and

iii. Plans for the communication with such of the bidder’s, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Department of Tourism or RISL operations as a result of undertaking the transfer; and

iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to the Department of Tourism or RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.

v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.

vi. Each Exit Management Plan shall be presented by the bidder to and approved by the Department of Tourism or RISL or its nominated agencies.
vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.

viii. During the exit management period, the bidder shall use its best efforts to deliver the services.

ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

x. It would be the responsibility of the bidder to support new operator during the transition period.
ANNEXURE 1: SELF PRE-QUALIFICATION EVALUATION

(On Bidder’s letterhead)

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan

In response to the Tender/ NIT Ref. No. F4.9(26)/RISL/Misc/2012/4400 dated 10.09.2012 for Social Media Optimization for Department of Tourism, as the Authorized Signatory of ____________________________________________________________, I/we hereby declare that enclosed pre-qualification evaluation checklist, at the time of bid submission date, is true and complete to the best of my/our knowledge. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and my/our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder/Organization: -
Authorised Signatory: -
Seal of the Organization: -
Date: _____________
Place: _____________

Enclosed: Pre-qualification evaluation checklist
Enclosure: Pre-qualification evaluation checklist

Entire technical bid has been numbered, starting from page 1, increasingly for each page in the technical bid.

With reference to Chapter titled “Eligibility Criteria” for details, all criteria mentioned below have been met:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Category</th>
<th>Criteria</th>
<th>Supporting Information</th>
<th>Proof at page number(s)</th>
</tr>
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<tr>
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<td>Pre-requisites</td>
<td>Tender Fee</td>
<td>Amount: Date: Reference:</td>
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<tr>
<td>2</td>
<td>Earnest Money Deposit</td>
<td></td>
<td>Amount: Date: Reference:</td>
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<tr>
<td>3</td>
<td>Compliance to the RFP</td>
<td></td>
<td>Sealed and signed RFP, All pages excluding annexures, Final version not modified or re-formatted in any way or form</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Compliance to the replies to pre-bid meeting queries</td>
<td></td>
<td>Sealed and signed replies to the pre-bid meeting queries (only applicable for bidders mentioned in the stated replies)</td>
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<tr>
<td>5</td>
<td>Tender form</td>
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<td>On bidder’s letter head duly signed by authorized signatory</td>
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<td>6</td>
<td>Bidder’s Authorization Certificate</td>
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<td>As per Annexure titled same</td>
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<tr>
<td>7</td>
<td>Fairness of documents</td>
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<td>As per Annexure titled same</td>
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<td>8</td>
<td>Certificate of Conformity and Non-Deviation</td>
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<td>As per Annexure titled same</td>
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<td>Local presence</td>
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<td>Pre-qualification</td>
<td>Legal Entity</td>
<td>Certificates of incorporation / registration</td>
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<td>CA Certificate with CA’s Registration Number, Signature and Seal, as per Annexure titled same</td>
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<td>13</td>
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<td>Tax registration and clearance</td>
<td>VAT/Sales Tax registration, if applicable (if not applicable, the bidder should submit a self-certified letter for the same and reasons thereof)</td>
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<td>14</td>
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<td>VAT/Sales Tax clearance certificate, if applicable (if not applicable, the bidder should submit a self-certified letter for the same and reasons thereof); OR Proof of VAT/Sales Tax payment such that it is has been paid no earlier than 1\textsuperscript{st} April 2012</td>
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<td>Service Tax registration, if applicable (if not applicable, the bidder should submit a self-certified letter for the same and reasons thereof)</td>
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*Draft before pre-bid meeting*
ANNEXURE 2: SELF TECHNICAL EVALUATION

(On Bidder’s letterhead)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan

In response to the Tender/ NIT Ref. No. F4.9(26)/RISL/Misc/2012/4400 dated 10.09.2012 for Social Media Optimization for Department of Tourism, as the Authorized Signatory of ____________________________, I/we hereby declare that enclosed technical evaluation checklist, at the time of bid submission date, is true and complete to the best of my/our knowledge. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and my/our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder/Organization: -

Authorised Signatory: -

Seal of the Organization: -

Date: ____________

Place: ____________

Enclosed:

1. Technical evaluation checklist
2. Asset self-marking sheets (Count: _____)
Enclosure: Technical evaluation checklist

With reference to Chapter titled “Eligibility Criteria” for details, all criteria mentioned below have been self-marked and all proofs have been provided (where it is not applicable, it has been marked as N.A.):

<table>
<thead>
<tr>
<th>S No</th>
<th>Technical evaluation criteria</th>
<th>Marking metric</th>
<th>Self-marking</th>
<th>Proof at page number(s) (to be filled by the bidder)</th>
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<td>Twitter page with 200 or more followers</td>
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<td>URL at page: Screenshot with followers count: Screenshot with account settings:</td>
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<td>For an event/place ordered by any State/UT department or Ministry or Semi Government</td>
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<td>Order in INR or FCY with proof of remittance (Yes/No):</td>
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<td></td>
<td>Citation #2</td>
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<td></td>
<td>Work order etc.:</td>
</tr>
<tr>
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<td></td>
<td></td>
<td>Or, Client’s certificate:</td>
</tr>
<tr>
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<td></td>
<td>Proof of Bidder’s name (Yes/No):</td>
</tr>
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<td></td>
<td>Meets date criteria (Yes/No):</td>
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<td></td>
<td>Similar natured (Yes/No):</td>
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<td></td>
<td></td>
<td>Order in INR or FCY with proof of remittance (Yes/No):</td>
</tr>
</tbody>
</table>

**Category C: Case studies or citations of the bidder, up to NIT date**

(Max points for this category: 10)

<table>
<thead>
<tr>
<th>Points per case study/citation</th>
<th>URL: Screenshot with case study/citation and bidder’s name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1 Case study or citation of the bidder on/by official social media sites in the scope of work</td>
<td>Site in scope (Yes/No): Meets date criteria (Yes/No):</td>
</tr>
<tr>
<td>C2 Case study or citation of the bidder on/by print media (magazine, newspaper etc.) for social media sites in the scope of work</td>
<td>Site in scope (Yes/No): Meets date criteria (Yes/No):</td>
</tr>
</tbody>
</table>

Draft before pre-bid meeting
<table>
<thead>
<tr>
<th>S No</th>
<th>Technical evaluation criteria</th>
<th>Marking metric</th>
<th>Self-marking</th>
<th>Proof at page number(s) (to be filled by the bidder)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>name: Site in scope (Yes/No): Meets date criteria (Yes/No):</td>
</tr>
</tbody>
</table>

**Sub-total:**

**Category D: Bidder’s annual spending on online advertising, 1st April 2011 to 31st March 2012 (Max points for this category: 20)**

<table>
<thead>
<tr>
<th></th>
<th>Points per 1 lacs spending*</th>
</tr>
</thead>
<tbody>
<tr>
<td>D1</td>
<td>On Facebook advertising</td>
</tr>
<tr>
<td>D2</td>
<td>On Google Adwords or on the advertising platform of any other social media sites in the scope of work</td>
</tr>
</tbody>
</table>

* Rounded down to zero or nearest 1 lacs  

**Sub-total:**

**Category E: Experience of developing published Facebook apps as on https://apps.facebook.com (Max points for this category: 10)**

<table>
<thead>
<tr>
<th></th>
<th>Points per app</th>
</tr>
</thead>
</table>
| E1 | App cited by or covered by print media (magazine, newspaper etc.) | 5 | Citation #1  
Official URL:  
Screenshot(s) of App and bidder’s name at official URL:  
Copy of coverage by print media:  
Citation #2  
Official URL:  
Screenshot(s) of App and bidder’s name at official URL:  
Copy of coverage by print media: |
| E2 | App verified by bidder’s client | 4 | Citation #1  
Official URL:  
Screenshot(s) of App and bidder’s name at official URL:  
Verification by bidder’s client:  
Citation #2  
Official URL:  
Screenshot(s) of App and bidder’s name at official URL: |
<table>
<thead>
<tr>
<th>S No</th>
<th>Technical evaluation criteria</th>
<th>Marking metric</th>
<th>Self-marking</th>
<th>Proof at page number(s) (to be filled by the bidder)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Verification by bidder’s client:</td>
</tr>
<tr>
<td>E3</td>
<td>App verified by URL or App developed for self-use</td>
<td>2</td>
<td></td>
<td>Citation #1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Official URL:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Screenshot(s) of App and bidder’s name at official URL:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Citation #2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Official URL:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Screenshot(s) of App and bidder’s name at official URL:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Citation #3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Official URL:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Screenshot(s) of App and bidder’s name at official URL:</td>
</tr>
</tbody>
</table>

**Category F: Valid work experience**  
(Max points for this category: 90)

<table>
<thead>
<tr>
<th>Citation #1</th>
<th>Official URL:</th>
<th>Screenshot(s) of App and bidder’s name at official URL:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citation #2</td>
<td>Official URL:</td>
<td>Screenshot(s) of App and bidder’s name at official URL:</td>
</tr>
<tr>
<td>Citation #3</td>
<td>Official URL:</td>
<td>Screenshot(s) of App and bidder’s name at official URL:</td>
</tr>
</tbody>
</table>

**Sub-total:**

<table>
<thead>
<tr>
<th>Category F: Valid work experience</th>
<th>Points per asset^</th>
<th>See enclosed sheet for details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

At-most 25 assets to be submitted.

| F1 | Asset with 10,00,000 or more metric count | 20 | At-most 25 assets (Yes/No): |
| F2 | Asset with 5,00,000 or more metric count | 18 | A: Sub-total of self-marks for Facebook (Max 80): |
| F3 | Asset with 2,50,000 or more metric count | 16 | B: Sub-total of self-marks for Twitter (Max 60): |
| F4 | Asset with 1,00,000 or more metric count | 14 | C: Sub-total of self-marks for Flickr (Max 40): |
| F5 | Asset with 50,000 or more metric count  | 12 | D: Sub-total of self-marks for YouTube (Max 20): |
| F6 | Asset with 25,000 or more metric count  | 10 | T: Total of self-marks (A + B + C + D): |
| F7 | Asset with 10,000 or more metric count  |  8 |                                |
| F8 | Asset with 5,000 or more metric count  |  6 |                                |
| F9 | Asset with 2,500 or more metric count  |  4 |                                |
| F10| Asset with 1,000 or more metric count  |  2 |                                |

**Sub-total:**
### Technical evaluation criteria

<table>
<thead>
<tr>
<th>S No</th>
<th>Marking metric</th>
<th>Self-marking</th>
<th>Proof at page number(s) (to be filled by the bidder)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>^ Site: Asset (Metric) = Facebook: Page (Lifetime likes), Twitter: Profile (Followers), Flickr: Set (Views), YouTube: Channel (Subscribers)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Maximum points asset-wise:** Facebook (80), Twitter (60), Flickr (40), YouTube (20)

**Do NOT add metric counts across assets (Facebook/Twitter/Flickr/YouTube), only a given asset and its metric count should be mentioned. For a given work experience, multiple assets and their corresponding metric counts may be submitted, for example, if the bidder has developed Facebook page as well as Twitter profile for a client, then marks for both shall be applicable, independent of each other.**

<table>
<thead>
<tr>
<th>Category G: Presentation to the committee (Max points for this category: 25)</th>
<th>Points</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>G1 Bidder’s presentation to the committee highlighting proposed strategy to execute the work</td>
<td>25</td>
<td>Not applicable for self-marking</td>
</tr>
</tbody>
</table>

**Sub-total:**

**Grand-total:**

*Each unique work experience / asset shall be marked once within each category. However, the same work experience / asset shall be marked in each applicable category across all categories.*
Enclosure: Asset self-marking sheet

Attach this sheet for each asset in Category F stated above.

With reference to Category F stated above, all criteria mentioned below have been self-marked and all proofs have been provided:

Summary

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Criteria</th>
<th>Reply (to be filled by bidder)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sheet number</td>
<td>(example: 1 of 12)</td>
</tr>
<tr>
<td>2</td>
<td>Asset (Facebook/Twitter/Flickr/YouTube)</td>
<td>(example: Facebook)</td>
</tr>
<tr>
<td>3</td>
<td>Asset metric count</td>
<td>(example: 10,200)</td>
</tr>
<tr>
<td>4</td>
<td>Self-marks</td>
<td>(example: 4 (four) )</td>
</tr>
</tbody>
</table>

Details

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Criteria</th>
<th>Page number providing the proof; And/or reply (to be filled by bidder)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>URL and screenshot of metric count</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>‘C.A. certificate to substantiate work experience’ (as per Annexure)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Work order etc. or client’s certificate</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Proof of Bidder’s name (Yes/No)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Meets date criteria (Yes/No)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Similar natured (Yes/No)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Order in INR or FCY with remittance (Yes/No)</td>
<td></td>
</tr>
</tbody>
</table>
**ANNEXURE 3: PRE-BID QUERIES FORMAT**
(On Bidder’s letterhead)

**Name of the Company/Firm:**

Tender Fee Receipt No. _______________ Dated ___________ for Rs. _______________/-

**Name of Person(s) Representing the Company/ Firm:**

<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Designation</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

**Company/Firm Contacts:**

<table>
<thead>
<tr>
<th>Contact Person(s)</th>
<th>Address for Correspondence</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

**Query / Clarification Sought:**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>RFP No.</th>
<th>RFP Page No.</th>
<th>RFP Rule No.</th>
<th>Rule Details</th>
<th>Query/ Clarification</th>
<th>Suggestion/</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

**Note:** - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.
ANNEXURE 4: TENDER FORM
(On Bidder’s letterhead)

1) Addressed to:

<table>
<thead>
<tr>
<th>Name of the Tendering Authority</th>
<th>Managing Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>RajCOMP Info Services Limited (RISL)</td>
<td></td>
</tr>
<tr>
<td>C-Block, 1st Floor, Yojana Bhavan, Tilak Marg, Jaipur (Rajasthan) – 302005</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td>5101313, 2229394</td>
</tr>
<tr>
<td>Tele Fax</td>
<td>0141-2228701</td>
</tr>
</tbody>
</table>

2) Firm Details:

| Name of Firm |  |
| Name of Contact Person with Designation |  |
| Registered Office Address |  |
| Address of the Firm |  |
| Year of Establishment |  |
| Type of Firm | Public Limited |
| Put Tick( √ ) mark | Private Limited |
| Partnership | Proprietary |
| Telephone Number(s) |  |
| Email Address/ Web Site | Email: |
| Web-Site: |  |
| Fax No. |  |
| Mobile Number |  |
| Certification/Accreditation/Affiliation, if Any | Mobile: |

3) The requisite tender fee amounting to Rs. ________/-(Rupees <in words>) has been deposited vide receipt no. _______ dated ___________.

4) The requisite EMD amounting to Rs. ________/-(Rupees <in words>) has been deposited vide Banker’s Cheque/ DD No. ________ dated ___________.

5) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).
Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -

Date: _____________
Place: _____________
ANNEXURE 5: BIDDER’S AUTHORIZATION CERTIFICATE

(On Bidder’s letterhead)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ NIT reference No. F4.9(26)/RISL/Misc/2012/4400 dated 10.09.2012. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the person authorizing person below: -

Signature of the person authorizing person below: -

Seal of the Organization: -

Date: ________________

Place: ________________

Name of the person authorized:

Verified signature of the person authorized:
ANNEXURE 6: SELF-DECLARATION – NO BLACKLISTING

(On Bidder’s letterhead)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan

In response to the Tender/ NIT Ref. No. F4.9(26)/RISL/Misc/2012/4400 dated 10.09.2012 for Social Media Optimization for Department of Tourism, as an Owner/ Partner/ Director of ________________________________, I/ We hereby declare that presently our Company/ firm ________________________________, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: ______________

Place: ______________
ANNEXURE 7: CERTIFICATE OF CONFORMITY AND NO-DEVIATION

(On Bidder’s letterhead)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan

This is to certify that, the specifications of Software & Services which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding document.

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -

Date: _____________
Place: _____________
ANNEXURE 8: FAIRNESS OF DOCUMENTS

(On Bidder’s letterhead)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan

In response to the Tender/ NIT Ref. No. F4.9(26)/RISL/Misc/2012/4400 dated 10.09.2012 for Social Media Optimization for Department of Tourism, as an owner/ partner/ Director of ________________________________, I/ We hereby declare that any documents or information submitted under this bid is without any doubt, true and fair, to the best of my/our knowledge.

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

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -

Date: _______________
Place: _______________
ANNEXURE 9: UNDERTAKING FOR LOCAL PRESENCE

(On Bidder’s letterhead)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan

In response to the Tender/ NIT Ref. No. F4.9(26)/RISL/Misc/2012/4400 dated 10.09.2012 for Social Media Optimization for Department of Tourism, as an owner/ partner/ Director of ________________________________, I/ We hereby declare that as the activities in the scope of work may be carried out offsite (outside Jaipur), I/ We shall provide requisite number of dedicated qualified resources that are able to diagnose and fix problems in a deliverable and provide support, at the written request of department as and when required, within 2 working days in Jaipur throughout the entire project period.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: ____________

Place: ____________

Signature and Seal of Authorized Signatory

Draft before pre-bid meeting
ANNEXURE 10: C.A. CERTIFICATE TO SUBSTANTIATE WORK EXPERIENCE

(On C.A.’s letterhead)

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan

In response to the Tender/ NIT Ref. No. F4.9(26)/RISL/Misc/2012/4400 dated 10.09.2012 for Social Media Optimization for Department of Tourism, as an Authorized Signatory of ___________________________________________ (Name of C.A./C.A. firm), I/ We hereby confirm that my/our client ___________________________________________ (Name of Bidder) secured a work order from ___________________________________________ (Name of Bidder’s client) vide order number __________ dated ________ with an order value of Rs __________ (in words Rupees ____________________________ ). I/We hereby confirm that the following payment(s) has/have been received by my/our client for this work order between the time period of 1st April 2007 and bid submission date mentioned in the above cited RFP:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Date of payment receipt</th>
<th>Amount of payment received</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Please attach a separate sheet of paper for details of payment(s) beyond above table, if any).

Whether a separate sheet has been attached (Yes/No)?

If Yes, number of separate sheet(s) attached are:

I/We hereby confirm that (in figure) __________(in words ________________) (Number of payments) payment(s) has/have been received by my/our client for this work order between the time period of 1st April 2007 and bid submission date mentioned in the above cited RFP totalling Rs ____________ (in words Rupees ________________________________ ).
The information submitted above is true and fair to the best of my/our knowledge.

Thanking you,

Name of the C.A./C.A. Firm: -
Registration Number:-
Authorised Signatory: -
Seal of the Organization: -

Date: _____________
Place: _____________
ANNEXURE 11: C.A. CERTIFICATE TOWARDS TURNOVER FROM IT/ITES

(On C.A.’s letterhead)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan

In response to the Tender/ NIT Ref. No. F4.9(26)/RISL/Misc/2012/4400 dated 10.09.2012 for Social Media Optimization for Department of Tourism, as an Authorized Signatory of ___________________________________________ (Name of C.A./C.A. firm), I/ We hereby confirm that my/our client ___________________________________________ (Name of Bidder) has an annual turnover from IT/ITeS business in last financial year, i.e., from 1st April 2011 to 31st March 2012 that equals or exceeds Rs. 1 crore.

I/We hereby confirm that the annual turnover from IT/ITeS business in last financial year is (in figure) ___________________________________________ (in words ___________________________________________)

The information submitted above is true and fair to the best of my/our knowledge.

Thanking you,

Name of the C.A./C.A. Firm: -
Registration Number:-
Authorised Signatory: -
Seal of the Organization: -

Date: ________________
Place: ________________
ANNEXURE 12: C.A. CERTIFICATE TOWARDS POSITIVE NET WORTH

(On C.A.'s letterhead)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan

In response to the Tender/ NIT Ref. No. F4.9(26)/RISL/Misc/2012/4400 dated 10.09.2012 for Social Media Optimization for Department of Tourism, as an Authorized Signatory of ____________________________________________ (Name of C.A./C.A. firm), I/ We hereby confirm that my/our client ___________________________________________ (Name of Bidder) has positive net worth of Rs ________________ (in figures) and Rupees _____________________________________________________________________ (in words) in the last financial year, i.e. from 1st April 2011 to 31st March 2012.

The information submitted above is true and fair to the best of my/our knowledge.

Thanking you,

Name of the C.A./C.A. Firm: -
Registration Number:-
Authorised Signatory: -
Seal of the Organization: -

Date: ________________
Place: ________________
ANNEXURE 13: CLIENT CERTIFICATE TO SUBSTANTIATE WORK EXPERIENCE

(On letterhead of the bidder’s client)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan

In response to the Tender/ NIT Ref. No. F4.9(26)/RISL/Misc/2012/4400 dated 10.09.2012 for Social Media Optimization for Department of Tourism, as an Authorized Signatory of ________________________________ (Name of Bidder’s client), I/ We hereby confirm that ________________________________ (Name of Bidder) secured a work order from us vide order number ________ dated __________ with an order value of Rs ____________ (in words Rupees __________________). I/We hereby confirm their work has been satisfactory.

The information submitted above is true and fair to the best of my/our knowledge.

Thanking you,

Name of the Bidder’s client: -

Authorised Signatory: -

Seal of the Organization: -

Date: ______________

Place: ______________
ANNEXURE 14: DRAFT AGREEMENT FORMAT

An agreement made this______ (enter date of Agreement)____ between__(enter your firm’s name & address)__ (hereinafter called “the approved supplier”, which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the {TENDERING AUTHORITY} which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved supplier has agreed with the {tendering authority} to supply to the {tendering authority name and address} on behalf of (enter name of client organisation) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in Our Work Order No. __________ Dated __________ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the approved supplier has deposited a sum of Rs. __________ in the form of: -

a) Bank Draft No./ Banker Cheque/ Bank Guarantee No.____________________ dated.__________ valid upto _____________.

b) Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.

c) National Savings Certificates / Defence Savings Certificates / Kisan Vikas Patras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to RISL.

Now these Presents witness:

1) In consideration of the payment to be made by the {tendering authority} through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in Our Work Order No. __________ dated __/__/20___ thereof in the manner set forth in the NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.

2) The NIT, Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the Tender Notice No._____ dated.__/__/20___ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this
3) Letter Nos.__________ dated __________ received from {bidder name} and letter Nos. __________ Dated __________ issued by the {tendering authority} and appended to this agreement shall also form part of this agreement.

4) The {tendering authority} do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the {tendering authority} will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

The delivery including installation, commissioning, testing and acceptance shall be effected and completed within the period as specified in the Supply Order.

In case of extension in the delivery and/ or installation period with liquidated damages, the recovery shall be made on the basis of percentages of value of stores/ works (as mentioned in the bidding document) which the bidder has failed to supply and complete the work.

Warranty shall be provided by vendor as mentioned in the bidding document.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the {tendering authority} and the decision of the {tendering authority} shall be final.

In witness whereof the parties hereto have set their hands on the _____ day of_____ (Year).

Signature of the Approved supplier/ bidder

Designation:

Date:

Witness No.1

Witness No.2

Signature for and on behalf of tendering authority

Designation:

Date:

Witness No.1

Witness No.2

Draft before pre-bid meeting
ANNEXURE 15: FINANCIAL BID

(On Bidder’s letterhead)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan


Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I/ We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 120 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

I/ We understand that you are not bound to accept the lowest or any bid you may receive.

I/ We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

I/ We understand that this bid is a running rate contract, subject to the “Right to Vary Quantities” and “Renewal of Rate Contract” clauses in the bidding document and that all items in the financial bid must be quoted.

I/ We understand the Purchaser may award Social Media Optimization work for organizations other than the DoT, (at the quoted rates for any or all items in the financial bid), solely at its discretion, that shall be binding on me/us for the contract period as per the terms and conditions of the bid and contract.

(continued on next page...)
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Item No. and Description</th>
<th>Unit</th>
<th>Estimated quantity</th>
<th>Base Unit Cost in INR</th>
<th>Total Cost in INR</th>
<th>Tax in INR</th>
<th>Total Cost, including all taxes, in INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Facebook main page*</td>
<td>Per page Per month</td>
<td>12</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td>Twitter profile*</td>
<td>Per profile Per month</td>
<td>12</td>
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<tr>
<td>3.</td>
<td>Facebook additional pages**</td>
<td>Per page Per month</td>
<td>84</td>
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<tr>
<td>4.</td>
<td>Google+ main page*</td>
<td>Per page Per month</td>
<td>12</td>
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<td>5.</td>
<td>Wordpress blog*</td>
<td>Per blog per month</td>
<td>12</td>
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<tr>
<td>6.</td>
<td>Any new social media site*</td>
<td>Per site Per month</td>
<td>12</td>
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<td>7.</td>
<td>Facebook Lifetime Likes across all pages (main page and additional pages)</td>
<td>Per Lifetime Like</td>
<td>2,00,000</td>
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<tr>
<td>8.</td>
<td>Twitter Followers across all profiles</td>
<td>Per Follower</td>
<td>20,000</td>
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<td>9.</td>
<td>Four hourly event coverage</td>
<td>Per event per 4 hours</td>
<td>24</td>
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<td>10.</td>
<td>Full day event coverage</td>
<td>Per event per day</td>
<td>6</td>
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Note: Tax rate in percentage, if any, as applicable (Please also specify here the type of Tax & percentage).
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Grand Total below is sum of the “Total Cost, including all taxes, in INR” for all items above.

Grand Total (In Figures) – Rs.

Grand Total (In Words) – Rupees

Notes:
1. * Estimated quantity assuming 1 page/profile/account/etc. for 12 months.
2. ** Estimated quantity assuming 7 additional pages for 12 months each.

Name of the Bidder: 

Authorised Signatory: 

Seal of the Organization: 

Date: _______________

Place: _______________