

2023

# Raj COMP Info Services Limited (RISL)

RFP for Selection of Agency for Mass Media  
Network Platform Management



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**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCY FOR MASS MEDIA NETWORK PLATFORM MANAGEMENT**

NIT No: - F4.3(349)/RISL/Tech/2019/Pt-4/

Date: -

**UBN-**

Date:-

<b>MODE OF BID SUBMISSION</b>	Online through eProcurement/ e-Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>PROCURING AUTHORITY</b>	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
<b>DATE &amp; TIME OF PRE-BID MEETING</b>	17.03.2023 at 4:00 PM
<b>LAST DATE &amp; TIME OF SUBMISSION OF BID</b>	06.04.2023 at 04:00 PM
<b>DATE &amp; TIME OF OPENING OF TECHNICAL BID</b>	06.04.2023 at 5:00 PM

**Bidding Document Fee: Rs. 5000/- (Rupees Five Thousand only)**

<b>NAME OF THE BIDDING COMPANY/ FIRM:</b>	
<b>CONTACT PERSON (AUTHORISED BID SIGNATORY):</b>	
<b>CORRESPONDENCE ADDRESS:</b>	
<b>MOBILE NO.</b>	<b>TELEPHONE &amp; FAX NOS.:</b>
<b>WEBSITE &amp; E-MAIL:</b>	

**Raj COMP Info Services Limited (RISL)**  
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.)  
Phone: 0141- 5103902 Fax: 0141-2228701  
Web: <http://risl.rajasthan.gov.in>, Email:

## ABBREVIATIONS & DEFINITIONS

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Authorised Signatory</b>	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.
<b>BG</b>	Bank Guarantee
<b>Bid/ e-Bid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
<b>Bid Security</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity.
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid.
<b>BoM</b>	Bill of Material
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. TD, RISL in this bidding document.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>COTS</b>	Commercial Off the Shelf Software
<b>Day</b>	A calendar day as per GoR/ GoI.
<b>DD</b>	Demand Draft
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>ETDC</b>	Electronic Testing & Development Center
<b>EMD</b>	Earnest Money Deposit
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	Means the services incidental to the supply of the services, such as design, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
<b>GST</b>	Goods and Services Tax
<b>ICT</b>	Information and Communication Technology.
<b>IFB</b>	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
<b>INR</b>	Indian Rupee
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent

<b>NCB</b>	A bidding process in which qualified bidders only from within India are allowed to participate
<b>NeGP</b>	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
<b>NIB</b>	Notice Inviting Bid
<b>Nodal Officer</b>	Person nominated by the Department to be in-charge for that particular action /Project
<b>Notification</b>	A notification published in the Official Gazette
<b>OEM</b>	Original Equipment Manufacturer
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Procurement/ Purchase Committee
<b>PQ</b>	Pre-Qualification
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Project Site</b>	Wherever applicable, means the designated place or places/ onsite.
<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit
<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
<b>Raj SWAN/ RSWAN</b>	Rajasthan State Wide Area Network
<b>RISL</b>	RajCOMP Info Services Limited
<b>Services</b>	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
<b>SI</b>	System Integrator
<b>SLA</b>	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 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.
<b>SOW</b>	Scope of Work
<b>SSDG</b>	State Services Delivery Gateway
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Auditors
<b>WO/ PO</b>	Work Order/ Purchase Order

## 1. INVITATION FOR BID (IFB) , NOTICE INVITING BID (NIB) & PRE-QUALIFICATION CRITERIA

NIT No: - F4.3(349)/RISL/Tech/2019/Pt-4/

Date: -

UBN-

Date: -

<b>NAME &amp; ADDRESS OF THE PROCURING ENTITY</b>	<ul style="list-style-type: none"> <li>Name: RajCOMP Info Services Limited (RISL)</li> <li>Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
<b>NAME &amp; ADDRESS OF THE PROJECT OFFICER IN-CHARGE (POIC)</b>	<ul style="list-style-type: none"> <li>Name: Pradeep Kumar Sharma</li> <li>Designation: SA (Joint Director)</li> <li>Address: Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> <li>Email: pradeepks.doit@rajasthan.gov.in jsnathawat.doit@rajasthan.gov.in</li> <li>Mobile: 9351152755, 7014714205</li> </ul>
<b>SUBJECT MATTER OF PROCUREMENT</b>	RFP for Selection of Agency for Mass Media Network Platform Management
<b>BID PROCEDURE</b>	Single Stage: two part (envelop) open e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>BID EVALUATION CRITERIA (SELECTION METHOD)</b>	Least Cost Based Selection (LCBS)-L1
<b>WEBSITES FOR DOWNLOADING BIDDING DOCUMENT, CORRIGENDUM'S, ADDENDUMS ETC.</b>	<p>Websites: <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://www.doitc.rajasthan.gov.in">http://www.doitc.rajasthan.gov.in</a>, <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a></p> <ul style="list-style-type: none"> <li>Bidding document fee: Rs. 5000 (Rupees Five Thousand only) in Cash Challan/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> <li>RISL Processing Fee: Rs. 2500 (Rupees Two Thousand Five Hundred only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>ESTIMATED PROCUREMENT COST</b>	INR 15 Cr (Rs. Fifteen Crores Only)
<b>BID SECURITY AND MODE OF PAYMENT</b>	<ul style="list-style-type: none"> <li>Amount (INR): 2% of the Estimated Procurement Cost, 0.50% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial &amp; Financial Reconstruction.</li> <li>Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur"</li> </ul>
<b>PERIOD OF SALE OF BIDDING DOCUMENT (START/ END DATE)</b>	<ul style="list-style-type: none"> <li>Start Date: 11 March 2023 at 05.00 PM</li> <li>End Date: 06 April 2023 at 04:00 PM</li> </ul>
<b>DATE/ TIME/ PLACE OF PRE-BID MEETING</b>	<ul style="list-style-type: none"> <li>Date/ Time: 17 March 2023 at 4:00 PM</li> <li>Place: Conference Room, Ground Floor, DoIT&amp;C</li> </ul>
<b>MANNER, START/ END DATE FOR THE SUBMISSION OF BIDS</b>	<ul style="list-style-type: none"> <li>Manner: Online at e-Proc website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</li> <li>Start Date: 27 March 2023 at 04:00 PM</li> <li>End Date: 06 April 2023 at 4:00 PM</li> </ul>
<b>SUBMISSION OF BANKER'S CHEQUE/ DEMAND DRAFT FOR TENDER FEE, BID SECURITY, AND PROCESSING FEE*</b>	<ul style="list-style-type: none"> <li>Start Date: 27 March 2023 at 04:00 PM</li> <li>End Date: 06 April 2023 at 4:00 PM</li> </ul>

<b>DATE/ TIME/ PLACE OF TECHNICAL BID OPENING</b>	<ul style="list-style-type: none"> <li>• Date&amp; Time: 06 April 2023 at 5:00 PM</li> <li>• Place: RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan).</li> </ul>
<b>DATE/ TIME/ PLACE OF FINANCIAL BID OPENING</b>	Will be intimated later to the Technically qualified bidders
<b>BID VALIDITY</b>	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> <li>1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, Financial Instrument for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.</li> <li>2) * In case, any of the bidders fails to physically submit the Bank Guarantee/Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to as mentioned in NIT, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.</li> <li>3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> (bidders already registered on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> before 30-09-2011 must register again).</li> <li>4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11<sup>th</sup> hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.</li> <li>5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.</li> <li>6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&amp;C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&amp;C for booking the training slot.            Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)            e-mail: <a href="mailto:eproc@rajasthan.gov.in">eproc@rajasthan.gov.in</a>            Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur</li> <li>7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.</li> <li>8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.</li> <li>9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.</li> <li>10) The provisions of RTTP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTTP Act 2012 and Rules thereto, the later shall prevail</li> </ol>	

**(JD, DoIT&C)**



**(b) Pre-Qualification/ Eligibility Criteria**

Bidder participating in the procurement process shall possess the following minimum pre-qualification/eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>The bidder should be a company registered under Indian Companies Act</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008</p> <p>OR</p> <p>A Proprietorship firm registered under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable</p> <p>(Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p> <p>(Note: Joint Venture, Consortium or Association are not allowed).</p>	- Copy of Certificates of incorporation / Certificate of Registration
2.	Financial: Turnover	Annual Average Turnover of the bidder for the last three financial years i.e. [(2018-19, 2019-20 and 2020-21) OR (2019-20, 2020-21 and 2021-22)] as per the last published audited balance sheets), should be at least Rs. 25 Crores	CA Certificate with CA's Registration Number/ Seal and UDIN
3.	Financial: Turnover from social media/ Mass Media Management	Annual Average Turnover of the bidder from social media / Mass Media Management and Digital Marketing for the last three financial years i.e. [(2018-19, 2019-20 and 2020-21) OR (2019-20, 2020-21 and 2021-22)] as per the last published audited balance sheets), should be at least Rs. 5 Crores	CA Certificate with CA's Registration Number/ Seal and UDIN
4.	Financial: Net Worth	The net worth of the bidder as per the last published balance sheet (on 31-03-2021 OR 31-03-2022), should be Positive.	CA Certificate with CA's Registration Number/ Seal and UDIN

5.	Technical Capability-I	<p>The bidder should have completed/ executing at-least one assignment of Social Media / Mass Media Management for one State Government / Govt Department / Ministry of Central Government / Public Sector Unit in the period 01-Apr-2019 to 31-March-22 of value greater than INR 8 Crores or two assignment of each INR 4 Crores</p> <p>OR</p> <p>The bidder should have completed/ executing assignments of social media / Mass Media Management of One Private Client (Public Limited / Private Limited Company) of value greater than INR 12 crores during the period 01-Apr-2019 to 31-March-22 or three assignment of each INR 4 Crores</p>	<p>{Work Completion Certificates from the client; OR</p> <p>Work Order + Phase Completion Certificate + CA Certificate certifying that the payment (of greater than INR 8 Crores or two assignment of each INR 4 Crores for 'State Government / Govt Department / Ministry of Central Government / Public Sector Unit assignments' and greater than INR 12 crore or three assignment of each INR 4 Crores for 'Private Client') has been done to the bidder against the order}</p>
6.	Technical Capability-II	<p>The bidder must have experience in Digital Marketing / social media / Mass Media Management for at-least last three years (as on 31-March-2022)</p>	<p>CA Certificate with CA's Registration Number/ Seal and UDIN certifying that the bidding agency has experience in social media / Mass Media Management for at-least last three years (as on 31-March-22).</p>
7.	Tax registration and clearance	<p>The bidder should have a registered number of</p> <ol style="list-style-type: none"> <li>1. GST where his business is located</li> <li>2. Income Tax / Pan number.</li> </ol>	<ul style="list-style-type: none"> <li>• Copies of PAN</li> <li>• GST registration Certificate/ Number</li> </ul>

8.	Mandatory Undertaking	<p>Bidder should: -</p> <ul style="list-style-type: none"> <li>a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</li> <li>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of five years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</li> <li>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</li> <li>d) Comply with the code of integrity as specified in the bidding document.</li> </ul>	A Self Certified letter as per Annexure: Self-Declaration
9.	Technical Presentation for a 360-degree social media campaign	Bidders will be asked to give demonstration of the Proof of Concept cum Technical Presentation for a 360-degree social media campaign. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks	Technical Proposal Presentation & Demonstration

## 2. PROJECT PROFILE & BACKGROUND INFORMATION

### 1) Project Profile

- a. The Government of Rajasthan wants to draw advantages from the Digital Mass Media Network Platforms which are technology driven and popular among the masses to communicate instantly and directly with the people of the State in a highly effective and transparent manner. These platforms help in making networking and engagement with the public simple and powerful. It also helps in making faster research, providing mechanisms for understanding sentiments, quick communications at the times of crisis and measurement of public sentiment to help in forming the public policy.
- b. RISL / Department of Information Technology & Communication (Do IT & C) does Mass Media Network Platforms management for multiple government departments and intends to select a professional and experienced premium network media agency to manage various activities including, but not limited to, network media management, listening, promotions, digital content creation & management, search engine optimization, etc.
- c. The guiding principles of **E5 Excellence** for Digital Mass Media Network Platform Management to be followed are as follows:
  - i. **Engagement (and Listening)**: Procuring Entity intends to use media network platforms to pay attention to what people are saying in their areas. Relevant mentions on media network platforms shall help the government respond better to emergencies or other issues that might require government action and also for the fact that engagement through media network platforms promote civic engagement, ensuring that ability to interact digitally with government would encourage residents to be more engaged with government.
  - ii. **Education**: Mass Media Network Platforms shall give the Government a tool to share information in real time, to educate people about public safety and to promote events and achievements. It shall provide people a way to educate the government as well: enabling to talk directly to officials about a wide spectrum of topics & concerns, from situational awareness to opinions.
  - iii. **Efficiency**: Use of Mass Media Network Platforms to spread messages and information to public with wider reach and in a cost effective way.
  - iv. **Earnestness**: In a culture in which people expect to communicate and conduct all transactions digitally, at any time or place, and through any electronic device, Mass Media Network Platforms could be used to reach the virtually continuous demands of residents. Mass Media Network Platforms enables quick visibility of & resolution to the needs of the residents by government.
  - v. **Experience**: Mass Media Network Platforms would also help the public to digitally experience the Government activities, events, programs, etc.
- d. Procuring Entity intends to enter into a contract with Digital Marketing and all types of Media Management Agency wherein certain activities are fixed and shall be done on a continuous basis; while some activities may be done by the bidder on demand i.e. when



Procuring Entity asks the bidder to perform these activities as mentioned in Scope of Work.

## **2) About the Department**

RISL is a fully Government of Rajasthan owned Company. RISL is a leading consulting organization in the field of Information Technology. RISL operates under the aegis of Government of Rajasthan. RISL is the designated State Designated Agency (SDA) for implementation of National e-Governance Plan (NeGP) Components i.e. State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC), State Service. Delivery and other state's Mission Mode Projects (MMPs). RISL is also a Technology Partner with departments like RIICO, Agriculture, State Election Department, JCTSL, Education Department, RHSDP etc. RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments / Organization (users).

### 3. SCOPE OF WORK, DELIVERABLES & TIMELINES

RISL desires to engage an experienced and qualified professional Agency to facilitate utilization of various Mass Media Network Platforms for creating awareness and to disseminate information about the schemes, programmes and activities of the Government of Rajasthan to citizens and also take timely feedback from them. The duration of the engagement is for a period of 12 months, which may be further extended for a period of twelve months on the same term and conditions as per RTTP act with the mutual consent of both parties.

#### A. Scope of Work

The Selected Bidder shall carry out all activities mentioned in the scope of work but not limited to following:

##### 3.1 Comprehensive Digital Outreach Strategy for Citizens:

- a) Selected Bidder shall study & analyse the existing Digital Outreach Strategies, technical development on this domain and also of similar nature available elsewhere to make this a successful Project to benefit the people of Rajasthan.
- b) Selected Bidder shall be responsible for creation and execution of Digital Outreach plan for Rajasthan State Government. This plan would be for three years but can be extended up to additional one year . The plan would also have yearly milestones. Each yearly milestone would have set of quarterly goals; further divided in monthly activities & objectives.
- c) Selected Bidder shall also build the citizen personas, which would be helpful for content creation, optimization and targeting different segments in a more effective way.
- d) Selected Bidder shall present this comprehensive Digital Outreach plan for the approval and feedback of Procuring Entity / Concerned Department and shall incorporate these inputs for approval by Procuring Entity / Concerned Department.
- e) Procuring Entity would review the progress regularly and would recommend the modifications in the plan, based on the outputs.
- f) Selected Bidder will be responsible for all Manpower (including the mandatory requirement described in this RFP), Vehicles, Hardware (Desktops, Laptops, and Storage Devices etc.), Software, Firmware, Subscriptions including Internet and Cloud (onetime and periodic) and any other related, items & services. Selected Bidder shall be responsible for all above and also for purchasing and maintenance of all requirements as part of this RFP without any financial obligation for Procuring Entity unless mentioned otherwise.
- g) Selected Bidder will employ a cross-channel social strategy so that the Government's objectives are aligned across all the social networks where Rajasthan State is present as a Brand.
- h) Selected Bidder will on the directions of Procuring Entity will conduct A/B testing (also known as split testing) for measuring two social media posts against each other to see which performs best.
- i) Selected Bidder will carry out Mass Media Network Platform analytics and will follow a matrix on social media performance and use that data to improve strategy. For example , watching your engagement rate over time to see if your posts are becoming more or less compelling to your followers)
- j) On directions of Procuring Entity the Selected Bidder will carry out Conversion rate (CVR) Test to see if mass media network outreach goals in terms of increasing conversions have been achieved or not . ( conversion rate is the percentage of users who see your

post or ad who then take a specified action. That action is called a conversion, and it could mean purchasing an item, signing up for a newsletter, downloading an ebook, or a variety of other acts. For the Procuring Entity CVR will be an important metric for analysing how effective was the post /ad created by the Selected Entity )

### **3.2 Digital Outreach Consultancy /Workshop / Trainings:**

- a) Selected Bidder shall provide consultancy to the Procuring Entity on Digital Outreach Strategy for Citizens on time-to-time basis.
- b) Selected Bidder shall also update the Procuring Entity on monthly basis about the latest updates & trends, successful case studies across the globe ( with more emphasis on public sector), emergence of new citizen engagement platforms, etc.
- c) The Selected Bidder shall also provide training to respective stakeholders / Departments on Digital Outreach Program. Training in the form of a Podcast which may involve digital audio or video file may also be required so that the trainee can use it on offline mode also.
- d) Training infrastructure and material shall be provided by Procuring Entity / Concerned Department.
- e) Senior resources, deployed onsite by the Selected Bidder, shall primarily conduct these training sessions. Training requirements & details of attendees shall be specified by Procuring Entity / Concerned Department(s). Trainings would be conducted in Jaipur. The estimated number of trainings to be conducted per year is 6.

### **3.3 Creation, Maintenance & Management of Digital Mass Media Network Platform Accounts:**

- a) The Selected Bidder shall create and maintain Social Media Accounts/ Handles in English & Hindi (with Rajasthani Dialect wherever possible) on various popular Digital Mass Media Network Platform, like - Facebook , Instagram, LinkedIn, Twitter, YouTube, WhatsApp, Telegram, Signal Pinterest, Snapchat, etc.
- b) The Selected Bidder will verify and validate all existing Handles with the Departments and bring it at par with the new one being created . There should not be difference in the existing Handles / Accounts and the new one being created in terms of functional output. They will create and manage Digital Mass Media Network Platforms/Accounts and Handles for Departments/Department Units /Etc. Major Departments like Home, Health, Planning etc. having multiple independent sub-departments will have to be catered with independent Mass Media Network Platforms/Accounts with multiple network media handles as per the discretion of the Procuring Entity. Maximum number of Handles now envisaged by the Procuring Entity as planning parameter is 70 as of now . Any additional creation and management of Mass Media Network Handles of more than 70 will be billed as Additional Task and will be paid to the Selected Bidder as per the quote submitted for Creation and Management of Mass Media Network Platform for One Department. The modalities can be further fine-tuned between the Selected Bidder and the Procuring Entity during the project initiation stage.
- c) The Selected Bidder shall train the respective onsite and offsite resources including the Field Teams on new Mass Media Network Platform which emerge during the execution of the Project, so that they would be able to create & maintain the Social Media Handles on such Platforms which emerge in future.

- d) List of all existing handles will be shared with the Selected Bidder during the project initiation phase for validation.
- e) **Requirement gathering.** Selected Bidder with the assistance of the Procuring Entity will gather the requirement from the designated Nodal Officers of the Departments as part of the Project Initiation / Kickstart phase and freeze the requirement.
- f) Selected Bidder shall ensure daily informative and promotional updates about government schemes and initiatives on Mass Media Network Platform Handles in the form of relevant text, pictures, audio, video, animation, infographics, interviews, news, quiz, polls, surveys, contests, live coverage of events / conferences / festivals etc. This shall be done in consultation and with approval of the Procuring Entity. The details of minimum updates are given in the paragraph below.
- g) The Selected Bidder shall be responsible for the live coverage of events / conferences / festivals / programs / etc. by offsite and onsite team member(s) at any location in the entire state of Rajasthan. The Selected Bidder shall also be responsible for arranging and carrying all necessary equipment / connectivity, backup measures, logistics, etc. (Including - mobiles, tablets, gimbals, stabilizers, etc.). The events / conferences / festivals / etc. could be located anywhere in Rajasthan. The live coverage shall be done in consultation and with approval of the Procuring Entity without any cost factor on the Procuring entity.
- h) Selected Bidder will be responsible for broadcasting over the Internet line or on demand. This Webcasting will be done by the Bidder as per directions of the Procuring Entity and may involve media presentation distribution using streaming media technology so that a single content source can be seen by viewers/listeners simultaneously. The distribution of the Webcast may be Live or on Demand. All equipment in terms of Computers, Laptops, Fast Internet connection, camera, microphone, Software, Audio Mixer, Streaming Channels, Live View, etc. will be the responsibility of the Bidder. Bidder has to also cater for Mobile platform for Webcasting since the need may arise at any part of Rajasthan as per requirement projected by the Procuring Entity.
- i) Similar requirement may arise for Podcast and Webinar too. Selected Bidder should be ready to take on the responsibility on the same lines as above for Webcasting.
- j) The selected Bidder will also provide two Light Vehicles (minimum Sedan class) with Drivers as per RISL/GF&AR norms. Running expense for 2500 Kms per month including fuel will be the responsibility of the Bidder. Bidder shall be responsible for its maintenance without any financial obligation for Procuring Entity. Any additional usage/mileage (pre-approved by Procuring Entity) shall be paid as per RISL norms.
- k) The Selected Bidder would ensure content update frequency for each of the applicable Mass Media Network Platform of each Department as mentioned below . The minimum performance criteria is indicative and can be reviewed & modified by the Procuring Entity / Concerned Department on time to time basis.



PLATFORM	MINIMUM/POSTS/ PHOTOS / VIDEOS/ ETC. PER DAY PER DEPARTMENT	MINIMUM POSTS / PHOTOS/ VIDEOS/ ETC. PER MONTHPER DEPARTMENT	OTHER DETAILS
Facebook	3-5	100	-Creation/Updating of cover /profile images & banners -Messages in public interest (with different type of contents, like – text, video, images, etc.) -Use of Tags /Hash tags
Twitter	5-7	150	
Instagram	1-2	40	
LinkedIn	–	20	
YouTube	–	1-2	

(The minimum performance criteria mentioned above is for the major Mass Media Network Platform accounts. The Procuring Entity will add another set of Digital Mass Media Network Platforms after the stabilization of the above platforms. These platforms may be other leading media platforms like Telegram, Signal, Pinterest, WhatsApp, Snapchat etc.. The minimum performance criteria for the platforms not mentioned above shall be finalized by the Procuring Entity in consultation with the Selected Bidder based on feedback of the performance of above mentioned major social media accounts and standard industry practice and / or requirement. The evaluation criteria may be decided mutually by the Procuring Entity / Concerned Department for all Mass Media Network Platform social media accounts ).

The Selected Bidder shall use leading Industry-Standard Social Media Management Tool(s) onsite. Selected Bidder shall be responsible for purchasing these tools & licence(s) / Subscription(s) without any financial obligation for Procuring Entity.

**3.3 Content Creation & Management:**

- a) Developing creative units like banners / posters / fliers and video content of up to one minute duration on campaigns, festivals, events, achievements, etc. for posting on social media handles / blogs / websites, as and when may be required. (Note: The Videos mentioned here are different than the Professional Informative Videos mentioned in the scope of the work).
- b) Procuring photographs, music and videos as may be required. The expenses for the same would be paid by the Selected Bidder, including third party image/audio/video libraries, without any financial implications for the Procuring Entity.
- c) Creation of press releases. The publishing would be taken care of by Department of Information & Public Relations (DIPR), Government of Rajasthan.
- d) Creation of Powerful and Interactive Power Point Presentations as per the requirement. The content for the presentations would be provided by respective stakeholders.
- e) Design of fliers, brochures, banners, posters, etc. promotional material as and when required.
- f) Ddevelopment of logos for different projects, events, initiatives, etc.

- g) Creation of high quality contents in Hindi & English for blogs, newsletters, e-mailers, social media posts, videos, websites, Wikipedia, SEO, online advertisements, etc.
- h) Creative content generation, recreate or convert the content and repackage the available content. The content may be of various forms such as graphics, cartoons, smart art, animations, video, etc.
- i) Adaptation and replication of existing and new creative for various media.
- j) The content should be original. The Selected Bidder shall be responsible for any copyright violations.
- k) The Selected Bidder would ensure that leading industry-standard software's are used for creation, enhancement, editing, curation, management, etc. of different types of contents. Selected Bidder shall deploy these applications onsite at Jaipur. The Selected Bidder shall be responsible for purchasing the licences for all these Software without any financial obligations for Procuring Entity..
- l) The Selected Bidder would gather requirements for content creation and shall take approvals from the Procuring Entity / Concerned Department.

### **3.4 Mass Media Network Platform Query Management & Online Reputation Management**

- a) Selected Bidder shall get the Mass Media Network Platform Query Management & Online Reputation Management Strategy finalized by the Procuring Entity / Concerned Department. Selected Bidder will be responsible for maintaining online reputation of all managed social media handles.
- b) The queries received on all Mass Media Network Platform which need not require inputs from the concerned department must be replied to within 24 hours and all queries which require a consultation with the concerned department should be notified to concerned Nodal Officer of the Department at the earliest and followed up regularly with the concerned Nodal Officer / department to reply to the complainant at the earliest. The reply should be given within 2 working hours after receipt of response from the concerned Nodal Officer / department. This whole process should not take more than 2 working days. Please note that the timelines mentioned are indicative. The timelines and process would be defined / reviewed by the Procuring Entity / Concerned Department in mutual consultation with the Selected Bidder.
- c) It would be preferable to have automated process for query tracking & resolution. The Selected Bidder shall use leading Industry-Standard Tool(s) onsite. Selected Bidder shall be responsible for purchasing these tools & license(s) / Subscription(s) without any financial obligation for Procuring Entity.

### **3.5 Mass Media Network Platform Listening, Monitoring and Media Tracking**

- a) Sentiment Analysis, Media Tracking, Mass Media Network Platform Listening, Monitoring and mentions tracking.
- b) The Selected Bidder shall use leading industry-standard monitoring/listening tool (preferably one of the Leaders or Strong Performers from The Forrester Wave™: Social Listening Platforms, Q3 2018) onsite for analyzing comments / remarks about Particular keywords / entities in various media like national / international / regional newspapers, magazines, blogs, forums, review websites, social media platforms, etc. both offline & online (in Hindi & English). Procuring Entity is having Meltwater subscription for a year. Therefore, it is preferable to have different leading industry-standard monitoring / listening tool than Meltwater).

(Note: Offline media, including national / international / regional newspapers, magazines, periodicals, etc. also needs to be monitored and inputs / analysis/ reports need to be provided digitally).

- c) The Selected Bidder shall also be responsible for purchasing the license(s) / Subscription(s) of Social Media Listening / Monitoring Tool(s) without any financial obligation for Procuring Entity.
- d) The Selected Bidder will plan and execute “Mass Media Network Monitoring Program” across all Mass Media Network Platforms. Said Programme will monitor multiple keywords and provide a dashboard to the Procuring Entity to view the same.
- e) The key languages to be monitored will be English and Hindi.
- f) In the event of unforeseen occurrences, the Selected Bidder will have to take proactive steps to assist the Procuring Entity communicate effectively using various media deemed fit.
- g) The Selected Bidder shall submit Trend tracking analysis and early warning reporting system and response to the Procuring Entity.

### **3.6 Blog Website:**

- a) Creation of a secure, spam protected elegant website, management and maintenance of a Blog web-site with different blogs on various schemes, events, initiatives, etc. of the Government and / or department(s).
- b) The selected Bidder would create multiple blog entries every month as per the promotional requirement.
- c) It should have easy to navigate menu, social media and, e-mail subscription, multiple comment options and advertisement facility.
- d) There should be provision for incorporation of News Reels and External Content.
- e) Blog must be dynamic with Content optimization, SEO and promotions.
- f) The posts must be displayed in Reverse Order and should be relevant.

### **3.7 Articles:**

- a) The Selected Bidder may be required to create multiple articles every month, as and when required by the Procuring Entity / Concerned Department.
- b) The topics for the articles shall be provided by the Procuring Entity / Concerned Department.
- c) The Articles will be created by the Selected Bidder within two days once the topic is given by the Department and after it is vetted will be posted at the earliest but not later than 12 hours by the Selected Bidder.

### **3.8 Wikipedia:**

- a) Creation and / or maintenance of up to 10 Wikipedia Pages.
- b) The Selected Bidder should ensure that the content is updated and must ensure that the page does not get blocked.

### **3.9 Expansion of Digital Outreach (Amplification):**

- a) The Selected Bidder shall achieve 5% growth each month for each Mass Media Network Platform handle for Priority Handle (15% handles would be the priority handles) as suggested by the Procuring Entity in number of followers and reach, etc. The Selected Bidder shall also achieve 1% growth each month for remaining ones of each Mass Media Network Platform handle for other departments/ department units, etc. in number of

followers and reach, etc. Procuring Entity may revise the targets in exceptional circumstances after analyzing the performance, trends, requirements and insights (revised targets would not be higher than the ones mentioned above).

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

### **3.10 Creation of Professional Informative Videos:**

- a) Themes for the Videos would be provided by the Procuring Entity. The Selected Bidder shall gather the requirements, develop the detailed scenario script, storyboard and production plan along with time schedule in consultation with the Concerned Department.
- b) Separate team(s) would be deployed by the Selected Bidder for production of each Professional Informative Video. This team would be other than the mandatory onsite team.
- c) Each Video would be in 4K, HD & SD quality of minimum 1-minute duration.
- d) Master Film Duration would be 120 seconds (with 60, 30 and 15 second edits).
- e) Language of the master film would be Hindi (with Rajasthani dialect wherever required) and / or English.
- f) Subtitles – Hindi & English. (For few videos, the subtitles in other language(s) may be required. This would be communicated to the Selected Bidder accordingly).
- g) Duration of Audio and Video Rights: Perpetuity
- h) The content of the videos will be entirely fresh shoot for each Video.
- i) The scope of work includes pre-production, post-production, concept, research, script writing, casting (non-celebrity), cinematography /shooting, editing, hiring / purchase of camera / lights / props / costumes / other equipment, hiring of the crew / production assistants, travel / boarding / lodging etc. of manpower, etc. animations, music & voice over, etc. for producing and delivering the requisite Promotional Videos.
- j) The Selected Bidder shall be responsible for all the costs associated with this activity with no additional cost obligation for the Procuring Entity.
- k) The videos to be produced will be of professional quality and the tentative frequency of production may be one video per fortnight.
- l) The Selected Bidder will be responsible for securing any required permissions for shooting of the Videos.
- m) All Videos would be verified and approved by the Procuring Entity / Concerned Department. The Selected Bidder shall ensure to incorporate changes / feedback suggested by the Procuring Entity.
- n) The Procuring Entity reserves the right to use the videos wholly or in part in whichever manner it deems fit.
- o) Selected Bidder would deploy separate team for each video campaign activity as and when required. This would be different than the onsite team deployed.
- p) Agency shall indemnify Procuring Entity/ its agencies from any loss, damage or liability of property and life.
- q) The timelines for submission of Professional Informative Videos would be varied depending on nature of the work and would be intimated to the Selected Bidder by Procuring Entity before commencement of the work.

*(Note: - One Unit of final Promotional Video is of the length 60 Seconds. In case of requirement of Promotional Video of the length more than 60 Seconds, the payment would be done on the pro-rata basis).*

**3.11 Search Engine Optimization / Search Engine Marketing:**

- a. Search engine optimization / marketing for the respective websites. Creation, maintenance and management of these websites.
- b. Monthly Technical SEO audit and subsequent modifications to the website based on the audit results.
- c. Backlinks management, audit and analytics.
- d. Keyword research and grouping
- e. Competition analysis
- f. Content performance analysis
- g. Content optimization for SEO
- h. Setting up of Google Analytics, Google Search Console, Google Ads, Google My Business, Bing Ads, Bing Places, etc.
- i. Use of Social Media Platforms to boost website's organic traffic through search engines.
- j. Organic and Inorganic SEO.
- k. Use of leading industry-standard SEO tools (like – SEMrush, Moz Pro, etc.) onsite.

**3.12 Preparing & Maintaining the Inventory of Creative Material:**

- a. To take over the entire existing / previous inventory (which may include images, creatives, designs, films, videos, TVCs, AVs, Radio spots, etc.).
- b. To maintain and properly catalogue all the existing inventory.
- c. To update the inventory from time to time by adding newly developed creative materials.
- d. Supply of the creative material in the required format as per the directions of the Procuring Entity.
- e. Use / reuse of existing/ new creative material to create various creatives for social media posts / promotions, online advertisements, social media profile updating / new look, blogs, print ads, videos, presentations, brochures, posters, etc.

**3.13 Photographer & Videographer on Demand**

- a. Selected Bidder shall be responsible for providing photographers and videographers on demand whenever required by the Procuring Entity. Photographers and videographers could be required anywhere across Rajasthan. The Selected Bidder would ensure that the photographer / videographer deployed has requisite skills and experience in the field.
- b. Photographers and Videographers shall carry their own equipment required for the shoot / processing / etc. and shall provide, both – raw and processed footage to the Procuring Entity / Concerned Department.
- c. The Selected Bidder shall be responsible for all the costs associated with this activity with no cost obligation for the Procuring Entity.
- d. The Procuring Entity shall inform the Selected Bidder about requirement of Photographer / Videographer at least 24 hours in advance if the travel from Jaipur will involve more than 500 Kms. In case of emergency and if the travel is less than 500 Kms, the Selected Bidder may be required to deploy photographer / videographer at the short notice of 2-3 hour.

**3.14 Gate keeping:**

- a. Continuous moderation of all platforms in order to deal with spam, unauthorized advertisements, inappropriate content, etc.

**3.15 Reporting:**

- a. The Selected Bidder must submit Weekly, Monthly, Quarterly, Half-Yearly and Annual Digital Outreach & Social Media Reports to the Procuring Entity / Concerned Department, containing detailed analysis, insights, results, performance, KPIs, improvement areas and future course of action.
- b. Any ad hoc reports required by the Procuring Entity / Concerned Department.
- c. Selected Bidder shall provide the online dashboard for the Procuring Entity to access the real-time status, insights, reports, etc. The mechanism for reports could be mutually decided between the Selected Bidder and Procuring Entity / Concerned Department.

**3.16 Data Security & Fraud Prevention:**

- a. The Selected Bidder will undertake that all process and standards are being followed to ensure that the data is secure and is immune to any fraudulent activity.
- b. Data security and confidentiality is very important during project execution. No Government data will be taken offsite for any project related work.

**3.17 Creating Hyperlocal System:**

- a. To enhance and increase the awareness of schemes and initiatives taken by the government.
- b. Collection of news about various activities/initiatives/success stories/schemes/challenges & achievements.
- c. Dispersal of news about various schemes on social media.
- d. To promote policies, schemes, and welfare decisions by providing proper and convincing messages in various districts and villages.
- e. To establish and maintain a positive impact among the general public, decision-makers, and other stakeholders.
- f. To engage the audience in conversations about the new reforms & their various policies, schemes & welfare decisions of the department to build positive branding and to maintain sustained interactions about the government.
- g. Shoot testimonial videos of city-level successful campaigns/ schemes/ beneficiaries.

**3.18 Onsite Team:**

- a. The Selected Bidder shall deploy onsite as well as offsite team for the activities mentioned in the scope of the work and RFP. The composition, number of resources, structure, etc. of offsite team shall be decided by the Selected Bidder which will include the mandatory requirements mentioned in the RFP by the Procuring entity . The Onsite Team will be working at Jaipur and at different parts of the State of Rajasthan on the Scope of Work as given in this RFP and as per assignment of task by the Procuring Entity. This arrangement will be without any financial obligation for Procuring Entity unless mentioned otherwise. All additional manpower required for completion of the

activities mentioned in the Scope of Work will be the responsibility of the Selected Bidder without any financial obligation for Procuring Entity.

- b. The details of onsite team required in Jaipur is left to the discretion of the Selected Bidder apart from the mandatory requirements as mentioned by the Procuring Entity . Qualification and Experience of experts for providing services is explained at Annexure 12 of the RFP. Selected Bidder will have to study the Team size, Composition and requirement in consultation with the Procuring Entity to ensure smooth functioning on a daily basis of all activities as mentioned in the Scope of Work of this RFP. Procuring Entity envisages mandatory requirement of minimum nine (9) \* resources onsite to cater for the daily requirement during the kick start of the Project. It may increase depending upon the penetration and influence of social media on the common mass (target audience) and the awareness level which will increase within the Government departments. Selected Bidder should be ready to deploy more resources onsite if so, felt by the Procuring Entity to enhance functional efficiency to meet the SLAs and the activities as mentioned in the Scope of Work and when required which the Procuring Entity will bring out if they see a deterioration in the quality.

(\*The Team of 15 (Fifteen) to manage the daily routine work for Social Media Work and team of 20 (Twenty) to manage the daily routine work for Create Hyperlocal System work including shift duty will consist of resources each as given below and their Minimum qualification and Experience will be as given at Annexure 12)

	Social Media work	Create Hyperlocal System
Program Manager / Digital Marketing Manager	Two	Seven
Digital Analyst / Social Media Analyst	Two	Three
Motion Designers / Video Editors	Two	
Senior Graphic Designer	One	Five
Content Manager	Two	
Content Writers	Two	Five
Social media Developers	Two	
Technical Support	Two	

- c. Selected Bidder should have the capability to move on short notice, small team as “Mass Media Network Real Time Response Team” to any part of Rajasthan as per requirement of Procuring Entity for covering the Events. This Mass Media Network Real Time Response Team will consist of Minimum five Teams (5)\*\* of 3 people (comprising of photographer, videographer & content creator/reporter) and should be readily available to move on short notice of 2-3 hours and 24 hours depending upon the travel distance. Three Teams (3) should be available for deployment on 24 hours’ notice and two teams (2) should be available for deployment on 2-3 hours’ notice. These five teams should be self-contained in terms of vehicles for their movement with Drivers and fuel requirements. All these requirements for completion of the activities mentioned in the Scope of Work will be the responsibility of the Selected Bidder without any financial obligation for Procuring Entity.

(\*\* The Team of 5 (Five) consisting of 3 (Three) resources in each team to manage the daily requirement of videography / photography will consist of resources as given below and their Minimum qualification and Experience will be as given at Annexure 12) as given at Annexure 12)

Photographer	One
Videographer	One
Reporter / Content Writer	One

d. Procuring Entity apart from providing a conducive working environment would also provide the seating space, basic furniture and electricity to the onsite core team office premises.

e. At least all Onsite resources shall be equipped by the Selected Bidder with the required IT Gadgets, so that they would be able to present different reports, presentations, etc. with ease. The Selected Bidder shall also equip the onsite team with the latest flagship devices (laptops/notebooks, mobiles, tablets, etc.) across different platforms and operating systems

for testing and viewing the Mass Media Network Content on different platforms / devices, before and after making the social / digital content live. Three to Four (3-4) Display Boards (LED based) of minimum 50 inches size, with sound system, Light system, White Board for writing with adequate stationery will be catered by the Selected Bidder at the place provided by the Procuring Entity to establish office of the Onsite Team.

f. It is proposed that 80% Onsite Resources would be available in Day Shifts, while 20% Onsite resources would be available in night shifts to ensure 24\*7 operations of Onsite Team (These are only indicative percentages. Procuring Entity may change/modify the shifts, timings, etc. depending on the regular review of the activities).

g. The staff provided by the Selected Bidder will perform their duties in accordance with the instructions given by the designated officers of Procuring Entity from time to time. Procuring Entity will examine the qualification, experience, etc. of the personnel provided and may also take personal interview of the personnel before they are put on the designated positions. Procuring Entity has every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project.

h. Selected Bidder shall be responsible to retain the deployed manpower for the entire contract/ project duration. In the event of a resource leaving the employment with the selected bidder, the same shall be immediately replaced with another resource of equivalent qualifications and experience. All such events should be notified prior to Procuring Entity in writing.

i. At no time, the provided manpower should be on leave or absent from the duty without prior permission from the designated nodal officer of Procuring Entity. In case of long-term absence (more than 5 days) due to sickness, leave, etc.; the selected bidder shall ensure replacements and manning of all manpower posts without any additional liabilities to



Procuring Entity. Substitute will have to be provided by the selected bidder against the staff proceeding on leave/ or remaining absent and should be of equal or higher qualifications/ experience without any additional financial implications.

- j. The overall performance of the entire team will depend on individual contribution by each of the deployed resources.
  - i. In case of negative feedback received from the Procuring Entity/ concerned department in writing against any of the resources deployed, the Procuring Entity may issue written notice to bidder for a suitable replacement.
  - ii. In case of failure to meet the standards of the Procuring Entity/ concerned department, (which includes efficiency, co-operation, discipline, and performance), the purchaser on their own discretion may decide to replace the specific resource and issue written notice to bidder for suitable replacement.
- k. Bidder shall be responsible to replace the resource(s) (meeting all criteria as specified in this RFP document) within 7 days.
- l. Key resources shall be required to be present at RISL office, when required for review of project progress. Project Manager shall daily appraise the OIC about the progress of project at RISL Office.
- m. During and after the end of the project period, the Selected Bidder shall refrain from canvassing RISL and any of its associates with any claim for employment of the Selected Bidder's personnel deployed under the project.

### **3.18 Summary & Broad Level Objectives:**

- a. Use of Mass Media Network platforms for digital outreach program for government schemes, initiatives, digital campaigns management, event promotions, crisis management, query resolution, popularising contents, etc.
- b. Enabling of instant and direct digital communication of government with people & citizen query resolution.
- c. Creation of accounts on, management and use of multiple social media platforms to expand the reach, connect with maximum population and to immediately communicate at the time of crisis.
- d. Creating continuous, effective and engaging digital contents (text, image, audio jingles, music, video, etc.), promotional materials, campaigns and digital updates/ posts to reach to the different segments of people through different media (social media platforms, video walls, hoardings, blogs, etc.).
- e. Effective use of online marketing, SEO and digital advertisements to reach the target segment and amplification of Digital Communications.
- f. Understanding the sentiments and issues quickly and taking immediate actions properly.
- g. Use of good industry standard social media monitoring and SEO tools onsite.

#### **NOTE:**

- The Selected Bidder shall actively engage in Content Creation & Management during the period of contract and all such content created will be the property of the Procuring Entity.

- All Intellectual Property displayed on these platforms shall belong to the Procuring Entity exclusively, and any Intellectual Property Rights emanating from such content shall vest solely and exclusively with the Procuring Entity
- Proprietorship / copyright of Images, creatives and videos produced and any other content used in the Social Media Sites of the Procuring Entity would rest solely with the Procuring Entity at all times /perpetuity.
- The Selected Bidder will be responsible for obtaining any permissions that may be required for undertaking work as detailed in this Document. The Procuring Entity will assist the Agency in this regard, wherever possible.
- The Selected Bidder shall take respective approvals from Procuring Entity / Concerned Department(s) for updating content on Mass Media Network Platforms.
- The Selected Bidder will at no time resort to plagiarism or copyrights violations. The Procuring Entity, will not be a party to any dispute arising on account of plagiarism, copyright infringement, etc. by the Selected Bidder.
- The Mass Media Network platforms Content to be developed must be operational on all electronic devices such as PCs, Laptops, Mobiles, Tabs, etc.
- The Selected Bidder would need to sign the Non-Disclosure Agreement (NDA) before commencement of the Project and needs to follow the NDA.

## **B. Roles & Responsibilities of Stakeholders/ Selected agency**

### **a) Responsibilities of RISL:**

- To conduct review meetings at defined regular intervals to monitor the overall progress of the project.
- Identify the issues/ risks with different stakeholders and try to resolve/ mitigate the same at the earliest.
- Provide direction to the deployed resources and enable them to achieve overall objective of the project
- Set-up and administration of escalation mechanism for faster issue / risk management
- Any other help/ assistance/ co-ordination required for the successful implementation and Operations of the work/ project.
- To nominate a nodal officer at DoIT&C responsible for end to end coordination and execution of the project.
- Day to day functioning and monitoring the activities
- Ensure coordination between Concerned Department(s) & Selected Bidder
- Monitoring the changes in the Programme as per requirements arising
- Distribution of team as per responsibility

### **b) Joint Responsibilities of RISL and DoIT&C**

- Review and approve the payments to the Bidder as per SLA.
- Provide sign-off for the complete activity.

### **c) Responsibilities of Concerned Departments:**

- To take steps to mitigate any potential risks that might surface during the course of the project.

- Facilitate communication between respective stakeholders and Selected Bidder.
- To provide timely feedback/ approvals on the submitted deliverables.
- To provide necessary support, sharing of sample reports and other necessary infrastructure requirements, if required, during project period.
  
- Provide space and infrastructure for conducting trainings.
- To conduct review meetings at defined regular intervals to monitor the overall progress of the project.
- To facilitate RISL in providing sign-off /acceptance of successful performance.
- To issue Certificate for achieving the Targets as mentioned in the Scope of Work of RPF

**d) Responsibilities of Implementing Agency/ Selected Bidder:**

- Entering into contract and depositing performance security guarantee.
- Deployment of the onsite & offsite resources with all required resources to operationalize them .
- Requirement gathering, approvals & signoffs from Procuring Entity / Concerned Department(s).
- Deliver the services & deliverables as defined in SoW of this RFP (Chapter-3), contract terms and conditions, etc. of this RFP.
- The detailed role and responsibilities of Selected Bidder have already been detailed in the RFP.

**C. Project Deliverables, Milestones, Time Schedule & Payment:**

The selected bidder is expected to carry out all work as specified in the clause(s) above. Reports or deliverables are to be submitted timely by the supplier to the purchaser to ensure timely and smooth execution of project. Details of milestones, deliverables, activities and applicable payment is given in Section 1 (Payment Term and Schedule) given in Chapter 6 (Special Terms and Conditions of Tender & Contract) of the RFP document.

## **4. INSTRUCTION TO BIDDERS (ITB)**

### **1. Sale of Bidding/ Tender Documents**

- a) The sale of bidding documents shall commence from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque, unless the procurement is reserved for specific category of bidders.

In case pre-qualification proceedings were held for a bidding process including registration or empanelment proceedings, the bidding documents shall be made available to only those bidders who have been prequalified or registered or empanelled, as the case may be.

- c) Bidding documents purchased by Principal of any concern may be used by its authorized sole selling agents/ marketing agents/ distributors/ sub-distributors and authorized dealers or vice versa.

### **2. Pre-bid Meeting/ Clarifications**

- a) Shortlisted Bidders may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of shortlisted bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
  - a. Last date of submitting clarifications requests by the bidder as per NIB
  - b. Response to clarifications by procuring entity as per NIB
- d) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

### **3. Changes in the Bidding Document**

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to

allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

- d) Any of the shortlisted bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:  
Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

**4. Period of Validity of Bids**

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for shorter period shall be rejected by procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

**5. Format and Signing of Bids**

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage-Two part/ cover system shall be followed for the Bid: -
  - a. Technical Bid, including fee details, eligibility & technical documents
  - b. Financial Bid
- d) The Technical Proposal shall not include any financial information. Technical Proposal containing any financial information shall be declared non-responsive. Technical bid shall include information related to all specification sought by the Procuring Entity . Bidders should submit only required documents in technical bid. Numbering of all the pages of technical bid is necessary. Check-list of all the important documents should also be enclosed in technical bid. The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
<b>Fee Details</b>		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF) As per Annexure -6 (PDF)
<b>Eligibility Documents</b>		
4.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-3 (PDF)
5.	Self-Declaration	As per Annexure-4 (PDF)

<b>6.</b>	Certificate of conformity/ No deviation	As per Annexure-9 (PDF)
<b>7.</b>	Tender Form	As per Annexure-10 (PDF)
<b>8.</b>	CV of proposed Resource/s	As per Annexure- 11 (PDF) certified by company's HR
<b>9.</b>	Qualifications & experience of all experts to be provided by selected bidder for providing services	As per Annexure-12 (PDF)
<b>10.</b>	Sealed & Signed RFP Document (including all necessary corrigenda)	(PDF)
<b>Technical Documents</b>		
<b>11.</b>	Technical Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-13 (PDF)
<b>12.</b>	Comprehensive Digital Mass Media Network Strategy with Deployment and Execution Plan	(PDF)
<b>13.</b>	Details of Software as asked in the RFP to include Make, Model and Type.	(PDF) / As supplied by the OEM

- b) The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. The Financial Proposal shall specify the financial quote all-inclusive including all the costs. Total Cost submitted by applicant should be inclusive of all applicable taxes. The applicant is responsible for meeting all tax liabilities arising out of this RFP. The applicant shall express the price in INR only. Financial bid shall include the following documents: -

<b>S. No.</b>	<b>Documents Type</b>	<b>Document Format</b>
<b>1.</b>	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-5 (PDF)
<b>2.</b>	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal

- c) 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 submitted by the bidder.

## **6. Cost & Language of Bidding**

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity 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 procuring entity, 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/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

## 8. Bid Security

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.
- l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
- a. the expiry of validity of bid security;
  - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
  - c. the cancellation of the procurement process; or
  - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

#### **9. Deadline for the submission of Bids**

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

#### **10. Withdrawal, Substitution, and Modification of Bids**

- a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processes further.

#### **11. Opening of Bids**

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons/consultants in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -



- a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
- b. bid is valid for the period, specified in the bidding document;
- c. bid is unconditional and the bidder has agreed to give the required performance security; and
- d. other conditions, as specified in the bidding document are fulfilled.
- e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

## 12. Selection Method

Bidders who qualify in the Pre-Qualification/ Eligibility Criterion as given in this RFP will be evaluated for Technical Qualification and Technical Score shall be allotted. Eligible Bidders will be asked to give demonstration of the Proof of Concept cum Technical Presentation for a 360 degree social media campaign. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get a Technical score of 70 or more will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder. All the Bidders who qualify the Technical Evaluation Criteria as given in the RFP will qualify for the next stage of Financial Evaluation. In the Financial Bid Evaluation of the Technically Qualified Bidder the final selection of the successful bidder will be based on Least Cost Based Selection (LCBS or L-1) i.e. L-1 method. L-1 Shall be calculated on grand total of prices of all the items quoted by the bidder in financial Bid-BOQ.

## 13. Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee 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 committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

**14. Evaluation & Tabulation of Technical Bids**

For the Technical Evaluation Criterion Minimum passing marks for Technical Qualification is 70.

S. NO	TECHNICAL EVALUATION PARAMETER	SUPPORTING DOCUMENT	MAX MARKS
1	<b>Technical Proposal, Presentation and Functional Demonstration of Comprehensive Digital Mass Media Network Strategy with Deployment and Execution Plan</b>		100
	<ul style="list-style-type: none"> <li>• Understanding of the Scope of the project, Team Structure, Project Approach &amp; Strategy with Execution Plan (10 Marks)</li> <li>• Demonstration of following during presentation:               <ul style="list-style-type: none"> <li>○ Demonstration of contents/Post created- Hyperlocal network capability for public grievance addressal and community awareness. (20 Marks)</li> <li>○ Use of Social media management and SEO rating- Managing live web streams, Podcast, Virtual meets and Event coverages (10 Marks)</li> <li>○ Paid subscriptions or access to Social API's for sentiment analysis &amp; listening, third party Image/ Video/ Music Libraries etc. for content development (10 Marks)</li> <li>○ Demonstration of Promotional Videos/ Audio Jingles/ Creative developed (10 Marks)</li> <li>○ Demonstration of Social Media Handles managed on different platforms (10 Marks)</li> <li>○ Capability of Amplifying posts, likes, handles, reach, engagement, online advertisement etc. (10 Marks)</li> <li>○ Capability in Social Media Influencer Strategies (5 Marks)</li> <li>○ Capability in Crisis Management and Query Resolution, Digital Campaigns, Event Promotions (10 Marks)</li> <li>○ Other capability mentioned in Scope of Work of the RFP (5 Marks)</li> </ul> </li> </ul>	Technical Proposal Presentation & Demonstration	<b>100</b>

**a) Determination of Responsiveness**

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any 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.
- c. A material deviation, reservation, or omission is one that,
  - i. if accepted, shall:-
    - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
    - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
  - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

#### **b) Non-material Non-conformities in Bids**

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- d. The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- e. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

#### **15. Evaluation & Tabulation of Financial Bids**

Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids: -

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) conditional Bids are liable to be rejected;
- d) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;

- e) The offers shall be evaluated and marked L1, L2, and L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order:
- f) For any of the resource levels, bids quoting zero or incredibly low/ high rates compared to the industry prevalent rates, will be rejected and EMD will be forfeited.
- g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

### **16. Correction of Arithmetic Errors in Financial Bids**

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- a) 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 bid evaluation committee 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.
- b) 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
- c) 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 clause (a) and (b) above.

### **17. Price/ purchase preference in evaluation**

Price and/ or purchase preference notified by the State Government (GoR), and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of Contract.

### **18. Negotiations**

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

### **19. Exclusion of Bids/ Disqualification**

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
  - I. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - II. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - III. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document/ NIB;
  - IV. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
  - V. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
  - VI. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
  - a. communicated to the concerned bidder in writing;
  - b. published on the State Public Procurement Portal, if applicable.

### **20. Lack of competition**

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
  - a. the Bid is technically qualified;
  - b. the price quoted by the bidder is assessed to be reasonable;
  - c. the Bid is unconditional and complete in all respects;

- d. there are no obvious indicators of cartelization amongst bidders; and
  - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
  - c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
  - d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

## **21. Acceptance of the successful Bid and award of contract**

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

## 22. Information and publication of award

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

## 23. Procuring entity's right to accept or reject any or all Bids

The Procuring entity 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 award of contract, without thereby incurring any liability to the bidders.

## 24. Right to vary quantity

- a) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
  - I. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
  - II. 50% of the value of goods or services of the original contract.

## 25. Performance Security

After receiving the individual work order(s), the bidder shall be responsible to deposit the requisite Performance Security Deposit (PSD) within the prescribed time period as specified in each work order(s):

- a. Performance security deposit (PSD) shall be solicited from successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b. The amount of performance security shall be 5% of the amount of work/ supply order in case of procurement of goods and services. In case of Small-Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c. Performance security shall be furnished in any one of the following forms: -
  - i. Bank Draft or Banker's Cheque of a scheduled bank;
  - ii. National Savings Certificates and any other script/ instrument under National

- iii. Bank guarantee/s of a scheduled bank, in case the amount of PSD is more than 10 lakhs. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
- d. Performance security furnished in the form specified in sub clause [d.] of I above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and defect liability period as specified in each individual work order(s).
- e. In case the bid found unbalanced (rates quoted by the bidder is found less more than 15% of the Estimated bid value), an “Additional performance Security” shall be deposited by the bidder at time of LOI/work order as per the Rule 75A of RTPP Rules, 2013. The amount of Additional performance security will be as per the provisions of Rule 75A of RTPP Rules, 2013
- f. Forfeiture of Performance Security Deposit (PSD): PSD amount in full or part may be forfeited, including interest, if any, in the following cases: -
  - i. When any terms and condition of the contract is breached.
  - ii. When the bidder fails to make complete supply satisfactorily.
  - iii. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- g. Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- h. No interest shall be payable on the PSD.

## 26. Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

## 27. Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
  - I. impede enforcement of any law;



- II. affect the security or strategic interests of India;
  - III. affect the intellectual property rights or legitimate commercial interests of bidders;
  - IV. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
  - c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
  - d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

## **28. Cancellation of procurement process**

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
  - I. at any time prior to the acceptance of the successful Bid; or
  - II. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
  - I. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
  - II. Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

## **29. Code of Integrity for Bidders**

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
  - a. Prohibiting
    - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;

- ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - iii. any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
  - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
  - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
  - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - vii. any obstruction of any investigation or audit of a procurement process
  - viii. disclosure of conflict of interest;
- b. Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- I. exclusion of the bidder from the procurement process;
  - II. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
  - III. forfeiture or encashment of any other security or bond relating to the procurement;
  - IV. recovery of payments made by the procuring entity along with interest thereon at bank rate;
  - V. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - VI. Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

### 30. Conflict of Interest

A bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-

- I. they have controlling partners in common;
- II. they receive or have received any direct or indirect subsidy from any of them;
- III. they have the same legal representative for purposes of the bid;
- 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;
- V. A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as bidder/authorized partner, in more than one bid; or
- VI. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidder shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Lead for the contract.

### 31. Interference with Procurement Process

A bidder, who: -

- I. withdraws from the procurement process after opening of financial bids;
- II. withdraws from the procurement process after being declared the successful bidder;
- III. fails to enter into procurement contract after being declared the successful bidder;
- IV. fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

### 32. Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of <10> days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
  - I. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
  - II. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Special Secretary, IT&C, GoR  
Second Appellate Authority: Principal Secretary, IT&C, GoR
- f) Form of Appeal:
  - I. Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.
  - II. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - III. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:

- I. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - II. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
    - i. hear all the parties to appeal present before him; and
    - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
  - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

### 33. Stay of procurement proceedings

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

### 34. Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

### 35. Offences by Firms/ Companies

- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:  
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
  - I. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
  - II. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

### **36. Debarment from Bidding**

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
  - I. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
  - II. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

### **37. Monitoring of Contract**

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity 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 or entire contract like fabrication work, the

process of completion of work may be watched and inspections of 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 procuring entity 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 procuring entity 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 procuring entity.

### **38. Verification of Eligibility Documents by RISL**

- a) RISL reserves right to verify all statements, information and documents submitted by the bidder in response to the tender document. The bidder shall, when so required by RISL, make available all such information, evidence, and documents as may be necessary for such verifications. Any such verification or lack of verification by RISL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RISL thereunder. If any statement, information, and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTPP Act, 2012.

## **5. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

Bidders should read these conditions carefully and comply strictly while sending their bids.

### **Additional Clarification on 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 there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the service from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "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.
- g) "Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services related to installation/ subscription, integration, testing, commissioning, training, and maintenance and other similar obligations of the 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 Goods to be supplied or execution of any part of the related 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.
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.
- m) Social Media Platform and Handles/ Mass Media Network Platform and Handles. These handles will be created by the Selected Bidder.

**Note:** The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

### 5.1 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.

### 5.2 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.

### 5.3 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.

### 5.4 Joint Venture, Consortium or Association

No Joint Venture, consortium or Association shall be allowed during the project period.

### 5.5 Eligible Services

- a) For purposes of this Clause, related services” includes services to be delivered by the selected bidder as per scope of work defined in RFP and required to run the project successfully and related services includes services such as develop, deployment, installation/ subscription, integration, testing, commissioning, training, and maintenance.



## 5.6 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.

## 5.7 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.

## 5.8 Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items 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 goods and related services as if such items were expressly mentioned in the Contract.

## 5.9 Delivery of Services

- a) Subject to the conditions of the contract, the delivery of the services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply/ services can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall deploy, commission and deliver the services as per terms and conditions mentioned in RFP within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.

## 5.10 Supplier’s/ Selected Bidder’s Responsibilities

The Selected Bidder shall supply all the services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

## 5.11 Purchaser’s Responsibilities

- a) Whenever the supply of services requires that the Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Selected Bidder, make its best effort to assist the 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.

### 5.12 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 Selected Bidder for the Services performed under the Contract shall not vary from the prices quoted by the Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

### 5.13 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 Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

### 5.14 Taxes & Duties

- a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.
- b) For services supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For services supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 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.

### 5.15 Copyright

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Purchaser.

### 5.16 Confidential Information

- a) The Purchaser and the Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, 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 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 Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Selected Bidder for any purposes unrelated to the Contract. Similarly, the 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 user department 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.

### 5.17 Sub-contracting

Sub-Contracting is not allowed under this RFP

### 5.18 Specifications and Standards

- a) All services supplied shall strictly conform to the specifications, trademark laid down in the bidding document. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the services supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
  - 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 mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- 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.

### 5.19 Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause “Force Majeure”, if the supplier/ selected bidder fails to deliver 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 specified in (d) below for each week or part thereof of delay 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) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange services within the specified period.
- c) 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 goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or 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 goods and service after which such request shall not be entertained.
  - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period 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 goods and service in following circumstances may be considered without liquidated damages:
    - a. When delay has occurred due to delay on the part of RISL/ DoIT&C 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 goods and 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 RISL/ DoIT&C is in need of the 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.
- d) In case of extension in the 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 goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete : -

S. No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery, successful completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful completion of work	10.0 %

- i. Fraction of a day in reckoning period of delay in services shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the contract value
- iii. \*The percentage refers to the payment due for associated work/ goods/ services.

**5.20 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 by reason of: -
  - i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
  - ii. the sale in any country of the products produced by the Goods.
 Such indemnity shall not cover any use of the Goods 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 Goods 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.

### 5.21 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.

### 5.22 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 it's 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 the 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 user department or RISL, the user department or RISL may take the case with the supplier/ selected bidder on similar lines.

### 5.23 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.
- 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 should 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.

## 5.24 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 that are complete and ready for delivery 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.

## 5.25 Exit Management

- a) Preamble
  - i. The word 'parties' include the procuring entity and the selected 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 selected bidder may take his assets back after the completion of the project period and sanitization of the hardware/ software / data etc. after due confirmation from the procuring entity.
  - ii. The selected bidder may continue work on the assets provided by RISL (if any) for the duration of the exit management period which may be a 3 months period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets provided by RISL in good working condition. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including any infrastructure provided by RISL
  - iii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the <department> as desired by the procuring entity during the exit management period.
  - iv. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide RISL or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
  - v. 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 RISL mortgaged to any financial institutions by the selected bidder, the selected 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 RISL or its nominated agencies.
    - b. All title of the assets to be transferred to 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 selected bidder.
    - c. That on the expiry of this clause, the selected 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.
    - d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of RISL. Supplied software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.
- c) Cooperation and Provision of Information during the exit management period



- i. The selected bidder will allow 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 RISL or its nominated agencies to assess the existing services being delivered.
  - ii. The selected 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 selected bidder. 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 selected bidder shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.
- d) **Confidential Information, Security and Data**

The selected bidder will promptly on the commencement of the exit management period supply to RISL or its nominated agencies the following:

  - i. Documentation relating to Intellectual Property Rights;
  - ii. Project related data and confidential information, All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
  - iii. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
  - iv. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- e) **Transfer of certain agreements**
  - i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party lessors, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by 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 selected bidder's premises, the selected 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 RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
- f) **General Obligations of the selected bidder**
  - i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to 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 selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- g) Exit Management Plan
- i. The selected bidder shall provide 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 selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on 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 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 selected bidder to and approved by 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 selected 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 selected bidder to support new operator during the transition period.
- h) Training, handholding and knowledge transfer
- i. The selected bidder shall hold technical knowledge transfer sessions with designated technical team of RISL/ DoIT&C/ Line Departments (if any) in the last 3 months of the project duration.
  - ii. The selected bidder shall hold operational hand-holding sessions on the developed mobile applications with the designated officers/ staff members, so that RISL/ DoITC/ Line Departments (if any) can continue with the applications even after selected bidder exits the project.

## **5.26 Settlement of Disputes**

Any dispute arising out of contract shall be settled as per the provisions of Arbitration and Conciliation Act 1996.

## 6. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

### 6.1 Payment Terms and Schedule

- a) Payment schedule - Payments to the bidder, would be made as mentioned below of this RFP.
- b) The Selected Bidder will be required to submit the comprehensive strategy for promotion in 30 days from the effective date of the contract. This strategy document and other initiatives would be taken up for defining each assignment and the timelines will be agreed upon for each of such assignment. The Selected Bidder will be required to extend all the support required to meet the intended objectives of the comprehensive strategy. The Selected Bidder will be required to adhere to the service levels for each of the deliverable agreed under this engagement.
- c) The payment will be made upon submission of Performance report/ deliverables and any other document as prescribed/ suggested by RISL/ DoIT&C in the format as agreed upon by the Procuring Entity and the Successful Bidder at the time of signing of contract.
- 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 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 generally within 60 (sixty) days after submission of an invoice or request for payment by the supplier/ selected bidder.
- 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 items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- i) 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.
- j) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.

Sr. No.	Activity	Deliverable	Timeline	Payment
1	Production of Professional Informative Videos	Professional Informative Videos Acceptance Report Approved by Procuring Entity	Will be intimated before commencement of Work	100% of [Sr. No. 1 of the financial bid i.e. BoQ] to be paid on pro-rata basis
2	Photography on demand by "Mass Media Network Real Time Response Team"	Photographer Campaign Report (along with submission of the raw and processed footage) Approved by Procuring Entity	Will be intimated before commencement of campaign	Nil

3	Videography on demand by “Mass Media Network Real Time Response Team”	Videographer Campaign Report (along with submission of the raw and processed footage) Approved by Procuring Entity	Will be intimated before commencement of campaign	Nil
4	All other activities mentioned in the scope of work	<ol style="list-style-type: none"> <li>1. Quarterly Performance Report Approved by Procuring Entity with summary of all activities &amp; performance against targets.</li> <li>2. Monthly Activity Plan (to be submitted within first week of each month.)</li> <li>3. Monthly Progress Report (MPR) of resources deployed for creating Hyperlocal System</li> </ol>	Within 7 days from start of next quarter	80% of [Sr. No. 2 of the financial bid i.e. BoQ] to be paid in four equal quarterly instalments
7	Additional Manpower, if required onsite excluding the mandated number of Thirty-Five persons (35) and the Five (5) “Mass Media Network Real Time Response Team” of Three (3) persons in each Team as specified in the RFP	Approved Monthly Performance Report	Within 7 days from start of next quarter	100% of [ Sr. No 3 (a) to 3 (h) of the Financial Bid i.e. BoQ ] to be paid on a monthly basis in the next Quarter for the number of additional manpower if sourced by the Procuring Entity for a full month . Payment will be made on pro-rata basis if the sourcing is for a period less than one month.
8	Additional Social Media Platform Creation and its Maintenance after exhaustion of 70 Handles (Maximum Time for this activity for	Social Media Handle/ Mass Media Network Platform Creation Acceptance report from the Department	Within 7 days from start of next quarter	100% of [Sr. No. 4 of the financial bid i.e. BoQ] for one month duration to be paid in the next Quarter for the number of

	one Department will be one month. Maintenance of this new creation will be part of the Scope of Work)	where the Platform was created.		Additional Social Media Platform and Handles Created.
9	Deployment of onsite & offsite Resources to include all Resources, (including mandated number of Thirty Five persons (35) and the Five (5) "Mass Media Network Real Time Response Team" of Three (3) persons in each Team as specified in the RFP for day to day management of activities), Hardware, Software and operationalization of Onsite and Offsite facilities as per the scope of RFP and the Comprehensive Strategy of the Selected Bidder .	Completion Report Approved by Procuring Entity	T+30	Nil
10.	Deployment of two Light Vehicles (minimum Sedan class) with Drivers including all running expense for 2500 Kms per month for use by the nine (9) member Team. Any additional usage/mileage (pre-approved by Procuring Entity) shall be paid as per RISL norms.	Completion Report Approved by Procuring Entity	T + 30	Nil
11.	Deployment of two Light Vehicles with Drivers including all running expense for Two (2) "Mass Media Network	Completion Report Approved by Procuring Entity	T + 30	Nil

	Real Time Response Team”			
12.	Formulation of Comprehensive Digital Mass Media Network Strategy with Deployment and Execution Plan	Comprehensive Strategy with Deployment and Execution Plan Approved by Procuring Entity	T+30	Nil

Note: -

1) Where, *T* is the date of the issuance of Work Order

**6.2 Service Level Standards/ Requirements/ Agreement**

**a) Quality of Services:**

- I. In case negative feedback is received repeatedly verbally or in writing against any of the resources deployed, the purchaser may issue written notice to the selected bidder for a suitable replacement.
- II. In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance), the Purchaser on their own discretion may decide to replace the specific resource and issue written notice to the selected bidder for a suitable replacement.
- III. The outgoing resource would complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (RISL)

**b) Purpose & Duration of SLA:**

The SLA purpose is to enforce a service standard between the selected bidder and purchaser. The SLA would come into effect from the date of signing of agreement/work order till successful completion of the project. The successful bidder has to comply with Service Level Agreements (SLAs) to ensure adherence to project timelines, quality and availability of services.

**c) Best Practices and Industry Standards:**

The selected bidder shall ensure that the best coding practice, tools and industry standards are not only being followed for the purpose of application development but also for the whole social media campaign since it has got a direct bearing on the delivery of services to achieve the targets set in this RFP.

**d) Penalty:**

**i. Penalty for Replacement/ Exit of Resource (onsite)**

Criteria	Penalty
Up to two changes of resources in any particular year per category (Managers & Others)	No penalty
More than two but up to three changes of resources in any particular year	1. Managers: INR 15000 for each change of resource 2. Others: INR 10000 for each change of resource
All subsequent changes (after three changes of resource) in any particular year	1. Managers: INR 20000 for each change of resources

Criteria	Penalty
	2. Others: INR 15000 per change of resources
Note: Replacement of resources more than twenty times during entire contract period may be treated as breach of contract by the Selected Bidder and will be viewed very seriously by the Procuring Entity and may lead up to the Termination of Contract for Default.	

**ii. Penalty for Non availability of Resource (onsite)**

Non-Availability of resource in a Quarter	Penalty
Upto 18 leaves per year on prorated basis	No Penalty (Note: In case resource needs to take off/leave from the duty, he has to take due approval from concerned nodal officer from Procuring Entity. In case, the total leaves taken in a year by resource deployed onsite at the Procurement Office is less than 18, than the balance leaves will be carried forward (subject to maximum 10 leave carry forwards per year) to next year).
Absence of onsite resources (In case the onsite resources takes leave of more than 18 days in a year on a prorated basis, penalty shall be levied as mentioned in the adjacent column.	Managers: - INR 7000 per day Others: - INR 3000 per day
<p>Note:</p> <p>Non-availability of any service / resource (consecutively three quarters) for more than 11 days (for each quarter) may be treated as breach of contract and will be viewed very seriously by the Procuring Entity and may lead up to the Termination of Contract for Default.</p> <p>If the absent resource has been granted leave for any major reason such as sickness of self/ parents / spouse / children; marriage etc., the firm should seek permission for the same along with reasons certified by HR and provide suitable replacement during the days of leave. Such permitted leaves shall not be treated as absence of experts/ manpower.</p>	

**iii. Penalty for delay in deployment of Resource/s including vehicles (onsite):**

<b>Penalty for delay in deployment of Onsite Team (per resource)</b>
No Penalty if the deployment is Within 30 Days from the date of respective Work Order
Penalty for delay in deployment/replacement of onsite Team = Total No. of delay days x Rs. 7500 /- (per resource)
Penalty for delay in deployment of vehicles/replacement of unserviceable vehicle = Total No. of delay days x Rs. 5000 /- (per vehicle)
<p>Note:</p> <p>Non-deployment of any resource/vehicle within 45 days may be treated as breach of contract and will be viewed very seriously by the Procuring Entity and may lead up to the Termination of Contract for Default.</p>

iv

**Penalty for Photographer / Videographer on demand / Mass Media Network Real Time Response Team: Photographer /Videographer on Demand if delayed beyond 15 minutes at the venue after the detailed time or absent will be penalized. Any delay beyond 15 minutes will be penalized Rs 10000/- per resource per assignment. Photographer /Videographer/ Reporter from the Mass Media Network Real Time Response Team will also be penalized as follows: -**

**(a) Team on two (2) hours' Notice will be penalized Rs 10000/- per resource per assignment for any delay beyond 15 minutes per assignment**

**(b) Team on twenty-four (24) hours' Notice will be penalized Rs 20000/- per resource per assignment for any delay beyond 15 minutes per assignment**

No Payment will be made without the Completion Report from the respective Nodal Officer. More than 3 instances collectively of delay / absence / non-submission of deliverable in a six-month cycle may be treated as breach of contract and will be viewed very seriously by the Procuring Entity and may lead up to the Termination of Contract for Default.

**v. Penalty for not achieving targets for Expansion of Digital Outreach (Amplification)**

<p>Penalty for not achieving targets of 5% and 1% as mentioned in the RFP for Expansion of Digital Outreach (Amplification) in each quarter:</p> <p>If growth in any quarter            0% &gt;= Growth :- 25% of A*            0% &lt;Growth &lt;= 25% of proposed target :- 20 % of A*            25%&lt;Growth&lt;=50% of proposed target:- 15% of A*            50%&lt;Growth&lt;=75% of proposed target:- 10% of A*            75%&lt;Growth&lt;100%:- 5% of A*</p> <p>*A = quoted value for whichever applicable of the financial bid i.e. BoQ for the particular quarter on pro-rata basis</p> <p>Note:            Non-achievement of targets for Expansion of Digital Outreach (Amplification) for two consecutive quarters may be treated as breach of contract and will be viewed very seriously by the Procuring Entity and may lead up to the Termination of Contract for Default.</p>
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**vi. Penalty for Non-timely completion of Task/ activities related to resolving issues:**

Measurement Parameter	Service Level	Penalty
Time to resolve issue / incidents related to Social Media Management	Within 48 hours of lodging the complaint	No penalty
Time to resolve issue / incidents related to Social Media Management	>=48 hours of lodging the complaint	INR 5000 per day

Note: In case, if selected bidder fails to resolve the issue(s) within 5 calendar days, it may be considered as breach of contract and will be viewed very seriously by the Procuring Entity and may lead up to the Termination of Contract for Default.





Note: Maximum Penalty applicable to the bidder shall not exceed 20% of the total order value. If in case maximum penalty exceeds 20% of the work order value than it would be considered as non-conformance to the Quality of Services and may lead to termination of the Contract and RISL may on their sole discretion cancel the order. In addition, security money/BG will be forfeited and RISL/DoIT&C will be free to get the job done from an alternate source at the risk and cost of the defaulting bidder.

**ANNEXURE-1: Bill of Material**

Sr. No.	Item Description	Total Estimated Quantity	Unit
A	B	C	D
1	Production of Professional Informative Videos*	50	Numbers
2	All other activities mentioned in the Scope of Work	1	Lumpsum
3	Additional Manpower, if required onsite excluding the mandated number of Thirty-five persons (35) and the Five (5) "Mass Media Network Real Time Response Team" of Three (3) persons in each Team as specified in the RFP	-	-
(a)	Program Manager	24	Man Months
(b)	Digital Marketing Manager	24	Man Months
(c)	Digital Analyst/Social Media Analyst	24	Man Months
d)	I Motion Designers/Video Editors	24	Man Months
(e)	Graphic Designer	24	Man Months
(f)	Content Writers	24	Man Months
(g)	UI/UX Designers	24	Man Months
(h)	Technical Support Resources	24	Man Months
4	Additional package of 7 Social Media Platform Creation and its Maintenance after exhaustion of 70 Handles (Maintenance of this new creation will be part of the Scope of Work)	As per demand	Lumpsum

\*This is the estimated quantity. For production of each Professional Informative Video, the separate communication would be done to the Selected Bidder by the Procuring Entity.

Note:

- For any of the line item, bids quoting zero or incredibly low rates compared to the industry prevalent rates shall be rejected and EMD shall be forfeited.
- Additional Social Media Platform / Mass Media Network Platform Creation and Resources if required to be deployed by the Selected Bidder for future requirements, if any, after written communication from Procuring Entity will be billed as per the Selected Bidder's quote mentioned in the financial bid (BoQ) of this RFP. Payment will be made on Pro-rata basis as per actual Social Media Platform / Mass Media Network Platform created and use of any additional resources.

**ANNEXURE-2: PRE-BID QUERIES FORMAT (to be filled by the bidder if Query is being raised )**

Name of the Company/Firm: \_\_\_\_\_

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

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification

*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 procuring entity.*



**ANNEXURE-3: BIDDER’S AUTHORIZATION CERTIFICATE (to be filled by the bidder)**

To,

{Procuring entity},

\_\_\_\_\_ ,

\_\_\_\_\_ ,

**Reference No:**

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 NIB reference No. \_\_\_\_\_ dated \_\_\_\_\_. 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 Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

***Please attach the board resolution / valid power of attorney in favour of person signing this authorizing letter.***

**ANNEXURE-4: SELF-DECLARATION (to be filled by the bidder)**

To,

{Procuring entity}, \_\_\_\_\_,

**Reference No :**

In response to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding, -

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) 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.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.
- j) has not been blacklisted and/or debarred by any State Govt. / Central Govt. / State and Central Undertakings and/ or convicted by a Court of law as on date of submission of Bid. Further, there should be no pending case in the court including Criminal Case against the Bidder either of the State Government or Central Government or State and Central Undertakings at the time of submission of the Bid. The Bidder will submit an Affidavit in this regard in the prescribed format. The Bidder should have not been terminated or suspended from work under any Contract with a Govt. Department of India and their performance guarantee/security forfeited due to violation of terms as on date of submission of Bid. The Bidder will submit an affidavit in this regard in the prescribed format. If Bidder hides any fact in this regard, an appropriate action shall be taken and EMD shall be forfeited.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, 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-5: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER**  
**(to be submitted by the bidder on his Letter head)**

To,

{Procuring Entity},

\_\_\_\_\_

Reference: NIB No.: \_\_\_\_\_ Dated: \_\_\_\_\_

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 supply/ work as mentioned in the Scope of the work, Functional requirement 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 is inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).

I / We undertake, if our bid is accepted, to deliver the services 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 180 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.

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

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.

Date:

Authorized Signatory

Name:

Designation:

**Financial Bid Format**

**(To be submitted by the bidder only in BoQ format (.XLS) available at e-Procurement portal)**

Sr. No.	Item Description	Total Estimated Quantity	Unit	Unit Rate including all taxes levies and duties but excluding GST	GST	Total Amount including all taxes
A	B	C	D	E	F	G=C*(E+F)
1	Production of Professional Informative Videos	50	Numbers			
2	All other activities mentioned in the Scope of Work	1	Lumpsum			
3	<b>Additional Manpower, if required onsite excluding the mandated number of Thirty-Five persons (35) and the Five (5) “Mass Media Network Real Time Response Team” of Three (3) persons in each Team as specified in the RFP</b>	-	-	-	-	-
(a)	Program Manager	24	Man Months			
(b)	Digital Marketing Manager	24	Man Months			
(c)	Digital Analyst/Social Media Analyst	24	Man Months			
d)	I Motion Designers/Video Editors	24	Man Months			
(e)	Graphic Designer	24	Man Months			
(f)	Content Writers	24	Man Months			
(g)	UI/UX Designers	24	Man Months			
(h)	Technical Support Resources	24	Man Months			
4	Additional package of 7 Social Media Platform Creation and its Maintenance after exhaustion of 70 Handles (Maintenance of this new creation will be part of the Scope of Work)	1	Lumpsum			

Sr. No.	Item Description	Total Estimated Quantity	Unit	Unit Rate including all taxes levies and duties but excluding GST	GST	Total Amount including all taxes
A	B	C	D	E	F	G=C*(E+F)
TOTAL COMPOSITE COST INCLUDING ALL TAXES (IN FIGURES) (ITEMS 1 TO 4)						
TOTAL COMPOSITE COST INCLUDING ALL TAXES (IN WORDS) (ITEMS 1 TO 4)						

1. GST shall be paid as per prevailing rates, as applicable.
2. L1 bidder shall be evaluated on the base of Composite rate of all the above items for the mentioned indicative quantities.
3. Bidders are expected to quote for all the item categories mentioned in above table. In case a bidder does not quote for any of the item category, the bid shall be summarily rejected.
4. For any of the line item, bids quoting zero or incredibly low rates compared to the industry prevalent rates shall be rejected and EMD shall be forfeited.



## **ANNEXURE-6: BANK GUARANTEE FORMAT (to be submitted by the bidder's bank)**

### **BANK GUARANTEE FORMAT – BID SECURITY**

(To be stamped in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,  
The Managing Director,  
RajCOMP Info Services Limited (RISL),  
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

#### **Reference No:**

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <please specify> M/s. .... (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. \_\_\_\_\_ (Rupees <in words>)> in respect to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ issued by RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "RISL") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. \_\_\_\_\_ (Rupees <in words>)> to the RISL as earnest money deposit.

2. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall



be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

- 6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
- 7. The right of the RISL to recover the said amount of <Rs. \_\_\_\_\_ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ....(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
- 8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. \_\_\_\_\_ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
- 9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
- 10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date ..... (Signature) .....

Place ..... (Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1) .....

.....

(2) .....

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

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## GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RISL
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

**BANK GUARANTEE FORMAT – PERFORMANCE BANK GUARANTEE (PBG)**

(To be stamped in accordance with Stamp Act and on a Stamp, Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,  
The Managing Director,  
RajCOMP Info Services Limited (RISL),  
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to exempt M/s .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....dated .....made between the RISL through ..... and .....(Contractor) for the work .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees .....only), we .....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .....Contractor(s) do hereby undertake to pay to the RISL an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We..... (Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We .....(indicate the name of Bank) further agree with the RISL that the RISL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us ..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RISL in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).



- 9. It shall not be necessary for the RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL may have obtained or obtain from the contractor.
- 10. We ..... (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
- 11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RISL  
For and on behalf of the RISL

Signature

(Name & Designation)

**ANNEXURE-7: DRAFT AGREEMENT FORMAT (to be mutually signed by selected bidder and procuring entity)**

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s \_\_\_\_\_, a company registered under the Indian Companies Act, 1956 with its registered office at \_\_\_\_\_ (herein after referred as the "Successful Bidder/ Supplier") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated \_\_\_\_\_ of <NIB No \_\_\_\_\_>.

And whereas

M/s \_\_\_\_\_ represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIB and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_, on which supplier has given their acceptance vide their Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

And whereas

The supplier has deposited a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) in the form of \_\_\_\_\_ ref no. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ Bank and valid up to \_\_\_\_\_ as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under: -

1. The NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no. \_\_\_\_\_ dated \_\_\_\_\_ will duly supply the said articles set forth in "Annexure-I: Bill of Material" thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set

forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.

4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be affected from the date of work order i.e. \_\_\_\_\_ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

a) Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
d) Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10.0%

Note:

- 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% of the contract value
  - iii. \*The percentage refers to the payment due for associated work/ goods/ services.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signed By:	Signed By:
( ) Designation: Company:	( ) Managing Director, RISL
<i>In the presence of:</i>	<i>In the presence of:</i>
( ) Designation: Company:	( ) Designation: Department of IT&C, Govt. of Rajasthan
( ) Designation: Company:	( ) Designation: Department of IT&C, Govt. of Rajasthan



**ANNEXURE-8: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

Appeal No .....of .....  
Before the ..... (First/ Second Appellate Authority)

1. Particulars of appellant:
  - a. Name of the appellant: <please specify>
  - b. Official address, if any: <please specify>
  - c. Residential address: <please specify>
2. Name and address of the respondent(s):
  - a. <please specify>
  - b. <please specify>
  - c. <please specify>
3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:<please specify>
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:<please specify>
5. Number of affidavits and documents enclosed with the appeal:<please specify>
6. Grounds of appeal (supported by an affidavit):<please specify>
7. Prayer:<please specify>

Place .....

Date .....

Appellant's Signature





**ANNEXURE-9: CERTIFICATE OF CONFORMITY / NO DEVIATION (to be filled by the bidder)**

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

**Reference No :**

**CERTIFICATE**

This is to certify that our Technical bid is in conformity to the entire scope of work and Functional requirement specification mentioned in RFP, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the scope of work of the bidding document and that there are no deviations of any kind from the scope of work/functional 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 of the bidding document 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: -  
Authorized Signatory: -  
Seal of the Organization: -  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

**ANNEXURE-10: TENDER FORM (to be filled by the bidder)**

**Reference No:**

**Addressed to:**

Name of the Tendering Authority	<i>Managing Director, RajCOMP Info Services Limited (RISL),</i>
Address	First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Telephone	0141-2229394, 5103902
Tele Fax	0141-2228701
Email	

**Firm Details:**

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

- The requisite tender fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide receipt no. \_\_\_\_\_ dated \_\_\_\_\_.
- The requisite RISL processing fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide receipt no. \_\_\_\_\_ dated \_\_\_\_\_.
- The requisite EMD amounting to Rs. \_\_\_\_\_/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. \_\_\_\_\_ dated \_\_\_\_\_.
- 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).

Date:

Contact Person: \_\_\_\_\_

Name & Seal of the firm: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

**ANNEXURE-11: SAMPLE FORMAT OF CV OF RESOURCES (To be certified by company HR)**

**Reference No:**

<b>Format for the Profiles</b>	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> <li>• Degree</li> <li>• Academic institution graduated from</li> <li>• Year of graduation</li> <li>• Key achievements ( if any )</li> </ul>	
Professional / Industry Certifications Name ( If Any )	
Certifying Authority / ID No/ Validity	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete project / software life cycle implementations carried out related to similar projects	
Past assignment details Prior Professional Experience covering: <ul style="list-style-type: none"> <li>• Organizations worked for in the past               <ul style="list-style-type: none"> <li>• Organization name</li> <li>• Duration and dates of entry and exit</li> <li>• Designation</li> <li>• Key responsibilities</li> </ul> </li> </ul>	
Proficient in languages (Against each language listed indicate if read/write/both)	

Date:

Authorized Signatory:

Seal of the Organization:

Name:

Designation:

**ANNEXURE-12: QUALIFICATIONS & EXPERIENCE OF EXPERTS TO BE PROVIDED BY SELECTED BIDDER FOR PROVIDING SERVICES**

**(Apart from the Nine Resources to be provided for day to day management of the Project, Number of all other Resources to be provided will be decided by the Selected Bidder since the Procuring Entity is interested on the Delivery as per Scope of Work and wants this flexibility to rest with the Selected Bidder)**

S No	Profile	Qualification	Job Description	Experience	Number of Resources
1	Program Manager	B.Tech with an MBA . Preference will be given to one who has managed similar projects in the past	<p><b>Key skills</b> Background in digital project management working on campaigns from initial briefing to delivery</p> <p>Evidence of working with Agile project management methodologies Multi-tasker with ability to juggle many projects Agency experience with strong communication skills, both written and verbal Passion for IT, e-commerce and digital projects Creative flair and innovative approach Understanding of SEO and Google Analytics Excellent organization and time management skills</p> <p><b>Qualifications</b> Engineering Graduate . Project manager certification. Understanding of web technologies or PRINCE2 certification is desirable</p>	5-7 Years	TBD by the Bidder
2	Digital Marketing Manager	Degree in Journalism or Mass Communication With Degree/ Diploma in marketing	<p><b>Key Skills</b> Assist in the formulation of strategies to build a lasting digital connection with consumers Plan and monitor the presence on social media (Twitter, Facebook etc.) Launch optimized online adverts through Google AdWords, Facebook etc. to increase brand awareness Be actively involved in SEO efforts (keyword, image optimization etc.) Prepare online newsletters and promotional emails and organize their distribution through various channels Provide creative ideas for content marketing and update website Collaborate with designers to improve user experience Measure performance of digital marketing efforts using a variety of Web analytics tools (Google Analytics, Web Trends etc.) Acquire insight in online marketing trends and keep strategies up-to-date Maintain partnerships with media agencies and vendors</p> <p><b>Requirements</b> Proven experience as Digital Marketing Manger or similar role Excellent understanding of digital marketing concepts and best practices</p>	3-5 Years	TBD by the Bidder

			<p>Experience with B2C social media, Google AdWords and email campaigns and SEO/SEM Working knowledge of ad serving tools (e.g., DART, Atlas) Perfect knowledge of web analytics tools (e.g. Google Analytics, Net Insight, Web Trends etc.) Skills and experience in creative content writing Analytical mindset and critical thinking Excellent communication and interpersonal skills</p>		
3	Digital Analyst / Social Media Analyst	Degree in Journalism or Mass Communication with Diploma in Marketing.	<p><b>Requirements</b> Previous work experience as a Social Media Analyst, Social Media Coordinator or similar role Hands-on experience with social media platforms and digital marketing campaigns In-depth understanding of SEO, keyword research and Google Analytics Experience with social media management tools, like Buffer and Hootsuite Familiarity with online content (experience with WordPress and content management systems is preferred) Ability to identify target audience preferences and trends Excellent communication skills Time management and multitasking skills Additional qualifications in digital technologies or social media management is a plus</p>	3+ Years	TBD by the Bidder
4	Motion Designers / Video Editors	Graduate or Above with Diploma in Design/Video Editing.	<p><b>Required Skills &amp; Qualifications</b> Expertise in Adobe Creative Suite, especially After Effects, Photoshop and Illustrator Strong working knowledge in Flash and video editing software's Experienced in Maya &amp; 3D MAX Clear understanding of the theory and aesthetics of graphics creation, colour correction and audio mixing Have passion for motion design and storytelling Time and resource management skills Ability to learn fast and take direction Experience in Adobe Premiere Pro Experienced in 2D character animation using After Effects</p>	3+ Years	TBD by the Bidder
5	Senior Graphic Designer	Graduate or Above With Diploma/Certification in Design/Visual Arts or equivalent	<p><b>Requirements</b> Proven work experience as a Senior Designer, Graphic Designer or similar role Portfolio of completed design projects Hands-on experience with image editing software, like Photoshop and Adobe Illustrator Proficient in design software (e.g. InDesign and Coral Aesthetic skills with the ability to combine various colors, fonts and layouts Attention to visual details Ability to meet deadlines and collaborate with a team</p>	3+ Years	TBD by the Bidder

6	Graphic Designers	Graduate or Above in Design, Visual Arts or equivalent	<p><b>Requirements</b>            Proven work experience as a Senior Designer, Graphic Designer or similar role            Portfolio of completed design projects            Hands-on experience with image editing software, like Photoshop and Adobe Illustrator            Proficient in design software (e.g. InDesign and Coral)            Strong aesthetic skills with the ability to combine various colours, fonts and layouts            Attention to visual details            Ability to meet deadlines and collaborate with a team</p>	3+ Years	TBD by the Bidder
7	Content Manager	Graduate or Above in Marketing / Journalism or equivalent	<p><b>Requirements</b>            Proven work experience as a Content marketing manager            Proficiency in MS Office and WordPress or other Content Management Software            Understanding of web publishing requirements            Editorial mindset with an ability to predict audience preferences            Hands on experience with SEO and web traffic metrics            Expertise in social media platforms            Project management skills and attention to detail            Excellent communication and writing skills in English</p>	4-5 Years	TBD by the Bidder
8	Content Writers	Graduate or Above in Marketing / Journalism or equivalent	<p><b>Requirements</b>            Proven work experience as a Content Writer, Copywriter or similar role            Portfolio of published articles            Experience doing research using multiple sources            Familiarity with web publications            Excellent writing and editing skills in English            Hands-on experience with Content Management Systems (e.g. WordPress)            Ability to meet deadlines</p>	2+years	TBD by the Bidder
9	UI / UX Designers	Graduate or Above with Diploma/Certification in UI/UX Design/Web Design.	<p><b>Requirements</b>            Must develop UI mock-ups and prototypes which clearly illustrates how sites functions and look like            Create prototypes for new product development ideas            Plan and implement new designs ideas for Mobile and Web design            Optimize existing user interface designs            Combine creativity with an awareness of the design elements            Must have experience in creating wireframes, storyboards, user flows, process flows etc.            Proficiency in design software like Adobe Photoshop and Illustrator, HTML5, CSS3, Dream viewer, Bootstrap and other visual design, wireframe tools            Should have knowledge on grid structure for layout design            Strong UI/UX design skill            Should design graphics independently for</p>	2+ Years	TBD by the Bidder

			<p>promotional or other activities Must be updated with latest design techniques, trends and tools</p>		
10	Social media Developers	Graduate or Above Degree in Communications / Marketing / Business / New Media / Public Relations	<p><b>Requirements</b> Professional consulting, writing, editing (photo/video/text), presentation and communication skills Demonstrable social networking experience and social analytics tools knowledge Adequate knowledge of web design, web development, CRO and SEO Knowledge of online marketing and good understanding of major marketing channels Positive attitude, detail and customer oriented with good multitasking and organisational ability</p>	3+ Years	TBD by the Bidder
11	Online Reputation Manager	Graduate or Above Degree in Marketing or equivalent	<p><b>Requirements</b> Experience of launching community initiatives (e.g. building an online forum, launching an ambassador program, creating an event series and writing an email newsletter) Ability to identify and track relevant community metrics (e.g. repeat attendance at events) Excellent verbal communication skills Excellent writing skills Hands on experience with social media management for brands Ability to interpret website traffic and online customer engagement metrics Knowledge of online marketing and marketing channels Attention to detail and ability to multitask</p>	4+ Years	TBD by the Bidder
12	Photographer/ Videographer	12 <sup>th</sup> or above with a Diploma in Photography	<p><b>Requirements</b> Should have a creative mind and plenty of imagination. Should have eye for details. Should have passion for photography and videography. Should have worked in the past for Government / large enterprise</p>	3+ Years	TBD by the Bidder
13	Reporter	Graduate or above in Journalism or Mass Communication	<p><b>Requirements</b> Should have a nose for news Should be a language expert with expertise in handling media equipment. Knowledge of Rajasthani language and dialects will be required. Knowledge of structure and Presentation is a must. Should have worked in Social media domain in the past.</p>	3+ Years	TBD by the Bidder
14	Technical Support	Graduate or Above	<p><b>Requirements</b> Knowledge of HTML/CSS Knowledge of PHP wireframe Experience with SEO reporting Familiarity with relevant tools and web analytics tools (e.g. Google Analytics) Analytical mindset with numerical aptitude</p>	2 Years	TBD by the Bidder

## Annexure 13 – Formats for submission of Technical Proposal

Technical Bid Covering Letter

<<On Bidder's Letter head>>

To,  
Technical Director,  
RajCOMP Info Services Limited (RISL),  
First Floor, Yojana Bhawan, Tilak Marg,  
C-Scheme, Jaipur (Rajasthan)

**Subject: Submission of the Technical Proposal for Selection of Agency for Mass Media Network Platform Management**

Dear Sir,

We, the undersigned, offer to provide Mass Media Network Platform Management with reference to your Request for Proposal dated <insert date> as per our Proposal. We are hereby submitting our Technical Proposal enclosed herewith.

We hereby declare that all the information and statements made in this Technical Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date: