

2024

Raj COMP Info Services Limited (RISL)

Selection of Agency for Mass Media Network Platform Management 2.0





Table of Contents

ABBREVIATIONS & DEFINITIONS	5
1. INVITATION FOR BID (IFB) , NOTICE INVITING BID (NIB) & PRE-QUALIFICATION CRITERIA	7
(B) PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	9
2. PROJECT PROFILE & BACKGROUND INFORMATION.....	11
3. SCOPE OF WORK, DELIVERABLES & TIMELINES.....	13
<i>A.Scope of Work</i>	13
<i>B.Roles & Responsibilities of Stakeholders/ Selected agency</i>	22
<i>C.Project Deliverables, Milestones, Time Schedule & Payment:</i>	23
4. INSTRUCTION TO BIDDERS (ITB).....	24
1. <i>Sale of Bidding/ Tender Documents</i>	24
2. <i>Pre-bid Meeting/ / Clarifications/ Modifications/ Changes</i>	24
3. <i>Period of Validity of Bids</i>	25
4. <i>Format and Signing of Bids</i>	25
5. <i>Cost & Language of Bidding</i>	26
6. <i>Alternative/ Multiple Bids</i>	26
7. <i>Bid Security</i>	26
8. <i>Deadline for the submission of Bids</i>	28
9. <i>Withdrawal, Substitution, and Modification of Bids</i>	28
10. <i>Opening of Bids</i>	28
11. <i>Selection Method</i>	29
12. <i>Clarification of Bids</i>	29
13. <i>Evaluation & Tabulation of Financial Bids</i>	31
14. <i>Correction of Arithmetic Errors in Financial Bids</i>	32
15. <i>Price/ purchase preference in evaluation</i>	32
16. <i>Negotiations</i>	32
17. <i>Exclusion of Bids/ Disqualification</i>	33
18. <i>Lack of competition</i>	33
19. <i>Acceptance of the successful Bid and award of contract</i>	34
20. <i>Information and publication of award</i>	35
21. <i>Procuring entity’s right to accept or reject any or all Bids</i>	35
22. <i>Right to vary quantity</i>	35
23. <i>Performance Security</i>	35
24. <i>Execution of agreement</i>	37
25. <i>Confidentiality</i>	37
26. <i>Cancellation of procurement process</i>	37
27. <i>Code of Integrity for Bidders</i>	38
28. <i>Conflict of Interest</i>	39
29. <i>Interference with Procurement Process</i>	39
30. <i>Appeals</i>	39
31. <i>Stay of procurement proceedings</i>	41
32. <i>Vexatious Appeals & Complaints</i>	41
33. <i>Offenses by Firms/ Companies</i>	41
34. <i>Debarment from Bidding</i>	41
35. <i>Monitoring of Contract</i>	42
36. <i>Verification of Eligibility Documents by RISL</i>	42
5. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT.....	43
<i>Additional Clarification on Definitions</i>	43
5.1 <i>Contract Documents</i>	44
5.2 <i>Interpretation</i>	44
5.3 <i>Language</i>	44
5.4 <i>Joint Venture, Consortium or Association</i>	44



5.5	<i>Eligible Services</i>	44
5.6	<i>Notices</i>	45
5.7	<i>Governing Law</i>	45
5.8	<i>Scope of Supply</i>	45
5.9	<i>Delivery of Services</i>	45
5.10	<i>Supplier's/ Selected Bidder's Responsibilities</i>	45
5.11	<i>Purchaser's Responsibilities</i>	45
5.12	<i>Contract Price</i>	45
5.13	<i>Recoveries from Supplier/ Selected Bidder</i>	46
5.14	<i>Taxes & Duties</i>	46
5.15	<i>Copyright</i>	46
5.16	<i>Confidential Information</i>	46
5.17	<i>Sub-contracting</i>	47
5.18	<i>Specifications and Standards</i>	47
5.19	<i>Extension in Delivery Period and Liquidated Damages (LD)</i>	47
5.20	<i>Patent Indemnity</i>	49
5.21	<i>Limitation of Liability</i>	49
5.22	<i>Force Majeure</i>	50
5.23	<i>Change Orders and Contract Amendments</i>	50
5.24	<i>Termination</i>	50
5.25	<i>Exit Management</i>	51
5.26	<i>Settlement of Disputes</i>	54
5.27	<i>Jurisdiction</i>	54
5.28	<i>Provision in conflict</i>	54
6.	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	55
6.1	<i>Payment Terms and Schedule</i>	55
6.2	<i>Service Level Standards/ Requirements/ Agreement</i>	57
I.	PENALTY FOR REPLACEMENT/ EXIT OF RESOURCE (ONSITE)	57
II.	PENALTY FOR NON AVAILABILITY OF RESOURCE (ONSITE)	58
	ANNEXURE-1: BILL OF MATERIAL	60
	ANNEXURE-2: PRE-BID QUERIES FORMAT (TO BE FILLED BY THE BIDDER IF QUERY IS BEING RAISED)	61
	ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE (TO BE FILLED BY THE BIDDER)	62
	ANNEXURE-4: SELF-DECLARATION (TO BE FILLED BY THE BIDDER)	63
	ANNEXURE-5: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER (TO BE SUBMITTED BY THE BIDDER ON HIS LETTER HEAD)	64
	ANNEXURE-6: BANK GUARANTEE FORMAT (TO BE SUBMITTED BY THE BIDDER'S BANK)	67
	ANNEXURE-7: DRAFT AGREEMENT FORMAT (TO BE MUTUALLY SIGNED BY SELECTED BIDDER AND PROCURING ENTITY)	72
	ANNEXURE-8: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012	74
	ANNEXURE-9: CERTIFICATE OF CONFORMITY / NO DEVIATION (TO BE FILLED BY THE BIDDER)	75
	ANNEXURE-10: TENDER FORM (TO BE FILLED BY THE BIDDER)	76
	ANNEXURE-11: SAMPLE FORMAT OF CV OF RESOURCES (TO BE CERTIFIED BY COMPANY HR)	77
	ANNEXURE-12: QUALIFICATIONS & EXPERIENCE OF EXPERTS TO BE PROVIDED BY SELECTED BIDDER FOR PROVIDING SERVICES	78
	ANNEXURE 13 – FORMATS FOR SUBMISSION OF TECHNICAL PROPOSAL	82



REQUEST FOR PROPOSAL (RFP) for Selection of Agency for Mass Media Network Platform Management 2.0

NIT No: - F4.9 (1139)/RISL/TECH/MISC/2024-11352/3512

Date: -02-08-2024

UBN- RIS2425SLOB00032

Date:- 02-08-2024

MODE OF BID SUBMISSION	Online through eProcurement/ e-Tendering system at http://eproc.rajasthan.gov.in
PROCURING AUTHORITY	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
DATE & TIME OF PRE-BID MEETING	07/08/2024 at 11:00 AM
LAST DATE & TIME OF SUBMISSION OF BID	20/08/2024 at 04:00 PM
DATE & TIME OF OPENING OF TECHNICAL BID	20/08/2024 at 05:00 PM

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

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

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

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	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.
BG	Bank Guarantee
Bid/ e-Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	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.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity.
Bidding Document	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.
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	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.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
COTS	Commercial Off the Shelf Software
Day	A calendar day as per GoR/ Gol.
DD	Demand Draft
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
ETDC	Electronic Testing & Development Center
EMD	Earnest Money Deposit
FOR/ FOB	Free on Board or Freight on Board
Gol/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	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.
GST	Goods and Services Tax
ICT	Information and Communication Technology.
IFB	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)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent

NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
Nodal Officer	Person nominated by the Department to be in-charge for that particular action /Project
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	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
Project Site	Wherever applicable, means the designated place or places/ onsite.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	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.
Raj SWAN/ RSWAN	Rajasthan State Wide Area Network
RISL	RajCOMP Info Services Limited
Services	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
SI	System Integrator
SLA	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.
SOW	Scope of Work
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
WO/ PO	Work Order/ Purchase Order

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

NIT No: - F4.9 (1139)/RISL/TECH/MISC/2024-11352/3512

Date: -02-08-2024

UBN- RIS2425SLOB00032

Date:- 02-08-2024

NAME & ADDRESS OF THE PROCURING ENTITY	<ul style="list-style-type: none"> Name: RajCOMP Info Services Limited (RISL) Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
NAME & ADDRESS OF THE PROJECT OFFICER IN-CHARGE (POIC)	<ul style="list-style-type: none"> Name: Mr. Deepak Dev Haritwal Designation: Analyst cum Programmer (Deputy Director), DoIT&C Address: Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) Email: ddharitwal.doit@rajasthan.gov.in Mobile: 9460034177
SUBJECT MATTER OF PROCUREMENT	RFP for Selection of Agency for Mass Media Network Platform Management 2.0
BID PROCEDURE	Single Stage: two part (envelop) open e-Bid procedure at http://eproc.rajasthan.gov.in
BID EVALUATION CRITERIA (SELECTION METHOD)	Least Cost Based Selection (LCBS)-L1
WEBSITES FOR DOWNLOADING BIDDING DOCUMENT, CORRIGENDUM'S, ADDENDUMS ETC.	<ul style="list-style-type: none"> Websites: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://www.doitc.rajasthan.gov.in, http://risl.rajasthan.gov.in Bidding document fee: Rs. 5000 (Rupees Five Thousand only) in Demand Draft / Banker's Cheque in favour of "Managing Director, RISL" payable at "Jaipur". RISL Processing Fee: Rs. 2500 (Rupees Two Thousand Five Hundred only) may be deposited through single challan on e-GRAS as per F.D. circular no. F.6(5) Finance/GF&AR/2018 dated 27-04-2020 or in the form of Demand Draft / Banker's Cheque in the name of "Managing Director, RISL" payable at "Jaipur"
ESTIMATED PROCUREMENT COST	INR 28.35 Cr (Rs. Twenty Eight Crores Thirty Five Lakhs Only) inclusive GST
BID SECURITY AND MODE OF PAYMENT	<ul style="list-style-type: none"> Amount (INR): 2% of the Estimated Procurement Cost, 0.50% for M.S.M.E/S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction. 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"
PERIOD OF SALE OF BIDDING DOCUMENT (START/ END DATE)	<ul style="list-style-type: none"> Start Date: 02/08/2024 at 05:00 PM End Date: 20/08/2024 at 04:00 PM
DATE/ TIME/ PLACE OF PRE-BID MEETING	<ul style="list-style-type: none"> Date/ Time: 07/08/2024 at 11:00 AM Place: Conference Room, Ground Floor, DoIT&C
MANNER, START/ END DATE FOR THE SUBMISSION OF BIDS	<ul style="list-style-type: none"> Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) Start Date: 12/08/2024 at 04:00 PM End Date: 20/08/2024 at 04:00 PM
SUBMISSION OF BANKER'S CHEQUE/ DEMAND DRAFT FOR	<ul style="list-style-type: none"> Start Date: 12/08/2024 at 04:00 PM End Date: 20/08/2024 at 04:00 PM



TENDER FEE, BID SECURITY, AND PROCESSING FEE	
DATE/ TIME/ PLACE OF TECHNICAL BID OPENING	<ul style="list-style-type: none">• Date& Time: 20/08/2024 at 05:00 PM• Place: RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan).
DATE/ TIME/ PLACE OF FINANCIAL BID OPENING	Will be intimated later to the Technically qualified bidders
BID VALIDITY	90 days from the bid submission deadline
Note: <ol style="list-style-type: none">1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD 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.2) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to date/time 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.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 http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).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 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a Lol has been issued or a formal contract is signed and executed between the procuring entity and the successful bidder.9) Procuring 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.10) The provisions of RTPP Act, 2012 and Rules, 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.11) The sale of bidding documents shall be commenced 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.12) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.	

(Technical Director)

(b) Pre-Qualification/ Eligibility Criteria

A service provider participating in the procurement process shall possess the following minimum prequalification/ eligibility criteria.

The service provider must submit documentary evidence in support of their claim for fulfilling the criteria. The Bid received without documentary evidence and the required Earnest Money will be out rightly rejected.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	A company registered under Indian Companies Act, 2013 OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932 OR (Note: Joint Venture, Consortium or Association are not allowed).	- Copy of valid Registration Certificates / Copy of Certificates of incorporation
2.	Turnover	Annual Average Turnover of the service provider for the last three financial years i.e. [(2020-21, 2021-22 and 2022-23) OR (2021-22, 2022-23 and 2023-24)] as per the last published audited balance sheets), should be at least Rs. 35 Crores	Statutory Auditor/ CA Certificate with Registration Number / Seal
3.	Financial: Net Worth	The Service provider should have a positive Net Worth as on 31 st March 2023 or 31 st March 2024.	Statutory Auditor/ CA Certificate with Registration Number/ Seal
4.	Technical Capability I	The service provider should have completed/ executed at-least one assignment of Digital Marketing / Social Media / Mass Media Management for any State Government / Central Government / Public Sector Undertaking / Public Limited Company in the period 01-Apr-2021 to 31-March-24 of value greater than INR 6 Crores or two assignments of each greater than INR 3.5 Crores or four assignments of each greater than INR 2 Crores. The Work Order / Purchase Order date of issuance should be on or after 01-Apr-2021.	Work Completion Certificates from the client; OR Work Order / Purchase Order + Work or Phase Completion Certificate + CA Certificate certifying that the payment of at least INR 6 Crores for one assignment or at least INR 3.5 Crores for each of two assignments or at least INR 2 Crores for each of four assignments of Digital Marketing / Social Media

			/ Mass Media Management for any State Government / Central Government / Public Sector Undertaking of Central or State Government / Public Limited Company in the period 01-Apr-2021 to 31-March-24.
5.	Technical Capability II	The service provider must have experience in Digital Marketing / social media / Mass Media Management for at-least last three years (as on 31-March-2024)	CA Certificate with CA's Registration Number/ Seal and UDIN certifying that the bidding agency has experience in Digital Marketing / Social Media / Mass Media Management for at-least last three years (as on 31-March-24).
6.	Tax registration and clearance	The service provider should have a registered number of: - <ul style="list-style-type: none"> • GSTN where his business is located • Income Tax/ PAN Number 	Copies of relevant certificates of registration
7.	Mandatory Undertaking	The Service provider should: - <ol style="list-style-type: none"> a) Possess the necessary professional, technical, financial and managerial resources and competence required by the bidding documents, pre-qualification documents or bidder registration documents, as the case may be. b) 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. c) 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 three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; d) A bidder should not have a conflict of interest in the procurement in question as stated in rule 81 of RTTP Rules, 2013 and the bidding documents. 	A self-declaration letter as per Annexure-4

2. PROJECT PROFILE & BACKGROUND INFORMATION

1) Project Profile

- a. The Government of Rajasthan intends to implement Business Intelligence solutions powered by AI for social & print media listening, analytics, and system recommendations, facilitating informed decision-making. Further, this smart solution will accelerate digital outreach, online marketing and enhancing government-public relationship through social insights and competitive benchmarking (Sector and Geo).
- 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 'System Integrator' 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 Management to be followed are as follows:
 - i. **Engagement (and Listening):** Procuring Entity intends to use this solution to pay attention to what people are saying in their areas. Relevant mentions on media 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 platforms promote civic engagement, ensuring that ability to interact digitally with government would encourage residents to be more engaged with government.
 - ii. **Education:** This solution 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 this solution 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, This solution will be used to reach the virtually continuous demands of residents. to enable quick visibility of & resolution to the needs of the residents by government.
 - v. **Experience:** This solution 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 4 years.

A. Scope of Work

Complete Mass Media Management, which includes (but not limited to):

Making strategies for Digital Marketing and promotion on key digital / social media platforms such as Facebook, Instagram, “X”, YouTube, Trends, Pinterest, Tumblr, LinkedIn, Snapchat, Reddit, Vimeo etc.

Utilizing AI solutions for Mass Media Listening, management, query management and auto response, insights, engagement, sentiment analysis etc.

Content creation, event promotion, and search engine optimization and marketing across various mass media networking platforms.

The primary goal is to enhance visibility and raise awareness among citizens about government schemes and individuals. The scope includes, but not limited to:

1. Providing a Unified Platform with AI/GenAI capabilities

The Service Provider will be responsible for providing a Unified Platform with AI & GenAI capabilities catering the requirements mentioned in this RFP and combining citizen services, mass media management, and marketing automation into a single solution. State Government will be using AI-powered insights into citizen behaviour and sentiment and the information will be used to improve public service delivery through query management, creating awareness & sensitization on government schemes/services and, subsequently, for decision making and policy formation. State Government is looking for Out-of-box pre-build AI models to minimize setup time and accelerate time-to-value. The platform will work on unified data models capturing both structured & un-structured content across channels and formats as this enables unified citizen interaction history and allows to switch channels while retaining citizens' context. Platform will assist in driving better experience and decision-making by surfacing insights, along with root causes and recommended actions.

The Service Provider need to install, configure, customize this platform as per the requirements mentioned in this RFP. Apart from this, it should ensure that adequate trainings are being provided to the team and other stakeholders to use and exploit the features of the deployed AI/GenAI based Unified Platform to full extent. The following features/capability are required in the deployed AI/GenAI based Unified Platform:

- i. Mass media listening, media monitoring, tracking and social media engagement into a single platform.
- ii. The capability to monitor an unlimited number of mentions across unlimited keywords using unlimited queries.
- iii. The platform should be capable to track Twitter Firehose and Reddit Firehose.
- iv. Ability to track different sources of data (structured and unstructured) such as social media, online news, broadcast, print media etc. (Note: Offline media,

- including national / international / regional newspapers, magazines, periodicals etc. also need to be monitored and inputs / analysis/ reports need to be provided digitally).
- v. The tracking capabilities for both primary languages i.e. English, Hindi with regional language support to some extent.
 - vi. AI based smart alerts and notifications for top mentions, spikes for sudden increase/decrease in mentions, mentions (tweets) from prominent journalists/influencers/persona.
 - vii. Centralized Dashboard for AI generated summaries for sentiment analysis and subsequent decision making based on the insights identified by the tools with AI capabilities.
 - viii. Bench marking, Query Management and AI driven auto responses/recommendations for conversations/mentions.
 - ix. Early warning reporting system and response to the Procuring Entity.
 - x. In the event of unforeseen occurrences or in the situation of crisis management, to assist the Procuring Entity communicate effectively using various media deemed fit.

In addition to above the service provider would be responsible to provide subscription / licenses of native tools used by prominent social media channels like Facebook, Instagram, “X (firehose)”, YouTube and AI platforms like ChatGPT, Gemini etc., SEO & SEM Tools, Image and video Libraries such as Shutterstock etc. as per the project requirements during the contract period.

2. Comprehensive Digital Outreach Strategy for Citizens

The digital outreach plan would broadly comprise the following components (but not limited to):

- a) Launching of campaigns (based on schemes/trends/occasions etc.)
- b) Updating the latest information and other essential details continuously on all the official handles under consideration.
- c) Identification of trends.
- d) The current sentiments about Government of Rajasthan on social media and relevant platforms across the web conversation.

The Selected Bidder shall:

- a) Conduct an in-depth study of Government of Rajasthan present official/un-official presence on social media and relevant platforms across the web. Further, study & analyse the existing Digital Outreach Strategies and technical development in this area. They may also study the digital outreach strategies adopted by other organizations/State to create and subsequently to execute digital outreach plan for the State.
- b) 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.
- c) To get the existing / upcoming handles verified by respective authority/competent entity.

The Procuring Entity would review the progress regularly against the digital outreach plan and would recommend the modifications in the plan, based on the outputs/technical advancement in this area.

Service Provider will also be responsible for conducting 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.

Expansion of Digital Outreach (Amplification):

- a) The Selected Bidder shall achieve 5% growth for each priority handle (to be identified and finalized jointly by Procuring Entity and Bidder, up to 15% of total handles) and 1% growth for other handles each month for each Mass Media Network Platform handle 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. Creation, Maintenance & Management of Digital Mass Media Network Platform Accounts/Handles:

- a) The Selected Bidder shall maintain the Social Media Accounts/ Handles, upto 100 in nos., in English & Hindi (with Rajasthani Dialect wherever possible) on various popular Digital Mass Media Network Platform, like - Facebook, Instagram, LinkedIn, “X (firehose)”, YouTube, WhatsApp, Telegram, Signal Pinterest, Snapchat, Reddit etc.
- b) The Selected Bidder will be responsible for creation, maintenance and management of up to 100 handles (of upto 20 Departments) with the manpower to be deployed initially under this RFP.
- c) The Selected Bidder shall train the respective onsite resources and client team 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) Selected Bidder with the assistance of the Procuring Entity will gather the requirement from the designated Nodal Officers of the Departments in case of new handle creation for any department / organization / govt. scheme.
- e) 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.

- f) 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.

This also includes Content Creation & Management for social media handles:

- a) 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.
- b) 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 not the Professional Informative Videos).
- c) 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.
- 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.
- m) Content update frequency for each of the applicable Mass Media Network Platform of each Department as mentioned below.

PLATFORM	MINIMUM/POSTS/ PHOTOS / VIDEOS/ ETC. PER DAY PER DEPARTMENT	MINIMUM POSTS / PHOTOS/ VIDEOS/ ETC. PER MONTH PER 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
“X”	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).

4. Mass Media Network Platform Query Management & Online Reputation Management

- a) Selected Bidder shall get the Mass Media Network Platform Query Management with AI based auto responses / recommendations & 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) AI/GenAI based Unified Platform shall have automated process for query tracking, auto responses/recommendations & resolution.

5. 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.

6. Wikipedia:

- a) Creation and / or maintenance of up to 10 Wikipedia Pages.
- b) The Selected Bidder should ensure that the content updating requests are submitted to Wikipedia as per requirement and must ensure that the page does not get blocked.

7. Search Engine Optimization / Search Engine Marketing:

- a) Integrated SEO (like – SEMrush, Moz Pro, etc.) with AI-enabled optimization for searches.
- b) Content optimization for SEO
- c) Setting up of Google Analytics, Google Search Console, Google Ads, Google My Business, Bing Ads, Bing Places, etc.
- d) To boost organic traffic through search engines.
- e) Organic and Inorganic SEO.

8. Preparing & Maintaining the Inventory / Repository 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.

9. Gate keeping:

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

10. Reporting and Business Intelligence:

- a) The Selected Bidder must submit 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. Report management may include
 - i. The reports should detail where conversations about Government of Rajasthan occur as per demography, geography, influencers, popular websites etc.

- ii. Report regarding social media trends and new trends prevailing concerning Government of Rajasthan
 - iii. A daily report of the activity on the various official handles of Government of Rajasthan.
 - iv. Analysis Reports with suggestions to enhance the social media response and sentiment towards Government of Rajasthan.
 - v. Report on the total positive, negative, neutral, queries, complaints, etc.
 - vi. Report on end-to-end tracking of the responses and the gaining and response time analysis.
 - vii. Report on the latest changes in policies/technologies on Social Media platforms.
 - viii. Generating and sharing daily reports on the queries received and their response status with analysis.
 - ix. Provide weekly performance reports of social media campaigns.
 - x. Provide daily metrics of how many people viewed, shared, and gave impressions on the content posted.
 - xi. Channel-wise breakdown of online activities.
 - xii. Report regarding the most effective times to post social media content and engage.
 - xiii. Report regarding Geographical areas from where the engagement is coming on the page/post.
 - xiv. Media Reporting solution: Ad hoc and Monthly Insight Reports, Benchmarking and comparative analysis, the reports in PDF format, Social Media Intelligence/Analytics Reports.
- 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.

11. 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.

12. 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 and may have to travel to accomplish the Scope of Work as given in this RFP and as per assignment of task by the Procuring Entity. This arrangement for the same will be without any financial obligation for Procuring Entity unless mentioned otherwise.
- 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 twenty (20)* 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 29 (Twenty Nine) resources to manage all the work and tasks as defined in the RFP will consist of resources each as given below and their Minimum qualification and Experience will be as given at Annexure 12)

	Social Media work	Minimum onsite team out of total resources
Program Manager	1	1
Digital Marketing Manager	1	1
Online Reputation Manager	1	1
Digital Analyst / Social Media Analyst	3	1
Motion Designers / Video Editors	3	2
Senior Graphic Designer	3	2
Content Manager	3	1
Content Writers	5	4
Social media Developers	3	1
AI Tool Expert	2	2
Technical Support	4	4

- c. Minimum five (5) Mass Media Network Real Time Response Teams as per following details will be required:

Mass Media Response Team (Minimum five Teams (5) of 3 resources each)	
	No.
Photographer	1
Videographer	1
Reporter	1

These Mass Media Network Real Time Response Teams will have to move to any part of Rajasthan as per requirement of Procuring Entity for covering the Events. Out of 5 teams, 2 teams should be readily available to move on short notice of 2-3 hours (Within Jaipur &

Jaipur Rural District) and 3 teams should be readily available on 24 hours' notice depending upon the travel distance. 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.

- 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. All Onsite resources shall be equipped by the Selected Bidder with the required IT hardware/software, 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, computer, printer, mobiles, tablets, streaming hardwares/software 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.
- f. Selected Bidder needs to ensure 24*7 operations of Onsite Team as per project requirement. Bidder may deploy team covering public holidays, weekends to complete the tasks specified in this RFP. Selected Bidder may prepare the roaster accordingly within the internal team.
- 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 7 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 15 days to ensure that there shall not be any impact on meeting deliverables defined in this RFP.
- 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.

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.

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 RFP

d) Responsibilities of Implementing Agency/ Selected Bidder:

- Entering into contract and depositing performance security guarantee.
- Deployment of the onsite 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/ Modifications/ Changes

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference can also be scheduled by the procuring entity to clarify doubts of potential 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 and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
 - i. Last date of submitting clarifications requests by the bidder: as per NIB
 - ii. 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.
- e) At any time, prior to the deadline for submission of Bids, the procuring entity can 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.
- f) 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.
- g) 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.
- h) Any 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 in such extended time. Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

3. 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 a shorter period shall be rejected by the 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.

4. 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
Fee Details		
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)
Eligibility Documents		
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)
6.	Certificate of conformity/ No deviation	As per Annexure-9 (PDF)
7.	Tender Form	As per Annexure-10 (PDF)
8.	CV of proposed Resource/s (5 key onsite resources i.e. Program Manager, Digital Marketing Manager, Online Reputation Manage, Content Manager and Social Media	As per Annexure- 11 (PDF) certified by company's HR

	Developer to be submitted along with the bid).	
9.	Qualifications & experience of above 5 experts to be provided by selected bidder for providing services	As per Annexure-12 (PDF)
10.	Sealed & Signed RFP Document (including all necessary corrigenda)	(PDF)
Technical Documents		
11.	Technical Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-13 (PDF)

- 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: -

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-5 (PDF)
2.	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.

5. 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.

6. Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

7. Bid Security

- a) In open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than

Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

- b) In lieu of bid security, a bid securing declaration shall be taken from the-
- (i) Departments/Boards of the State Government or Central Government;
 - (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
 - (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
 - (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government;
 - (v) Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government.
- c) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.
- d) 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.
- e) The bid security may be given in the form of cash, a banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG), in specified format, of a scheduled bank or deposit through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- f) The bidding documents may stipulate that 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. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.
- g) 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.
- h) The bank guarantee or electronic bank guarantee (e-BG) 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.
- i) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- j) The Bid security taken from a bidder shall be forfeited in the following cases, namely:-
- (i) When the bidder withdraws or modifies its bid after opening of bids;
 - (ii) When the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - (iii) 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;
 - (iv) When the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - (v) If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.

- k) 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.
- l) The Bid Security shall promptly be returned after the earliest of the following events, namely:-
 - (i) The expiry of validity of bid security;
 - (ii) The execution of agreement for procurement and performance security is furnished by the successful bidder;
 - (iii) The cancellation of the procurement process; or
 - (iv) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

8. 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.

9. 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.

10. 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.

11. 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 AI based Mass Media Solution. Presentation needs to be submitted after the qualifying the technical Bid. Separate intimation will be shared regarding presentation with the technically qualifier bidders. 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.

12. 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 in writing.
- 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.
- e) All communications generated under this rule shall be included in the record of the procurement proceedings.

13. Evaluation & Tabulation of Technical Bids

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

Sr. No.	Criteria	Max. Marks				
1	Annual Turnover	15				
1.1	Annual Turnover Annual Average Turnover of the service provider for the last three financial years i.e. [(2020-21, 2021-22 and 2022-23) OR (2021-22, 2022-23 and 2023-24)] as per the last published audited balance sheets	15				
	<table border="1"> <tr> <td>>= 35 but <=50 Cr. (5 Marks)</td> <td>> 50 but <=75 Cr. (8 Marks)</td> <td>> 75 but <= 100 Cr. (12 Marks)</td> <td>> than 100 Cr. (15 Marks)</td> </tr> </table>	>= 35 but <=50 Cr. (5 Marks)	> 50 but <=75 Cr. (8 Marks)	> 75 but <= 100 Cr. (12 Marks)	> than 100 Cr. (15 Marks)	
>= 35 but <=50 Cr. (5 Marks)	> 50 but <=75 Cr. (8 Marks)	> 75 but <= 100 Cr. (12 Marks)	> than 100 Cr. (15 Marks)			
2	Technical Capability *	35				
2.1	Technical Capability I The service provider should have completed/ executed assignment(s) of Digital Marketing/ Social Media/ Mass Media Management for any State Government / Central Government / Public Sector Undertaking / Public Limited Company during the period 01-Apr-2021 to 31-March-24 each of value greater than INR 2 Crores	20				
	<table border="1"> <tr> <td>No. of Projects: 1-2 (5 Marks)</td> <td>No. of Projects: 3-4 (10 Marks)</td> <td>No. of Projects: 5-7 (15 Marks)</td> <td>No of Projects: > 7 (20 Marks)</td> </tr> </table>	No. of Projects: 1-2 (5 Marks)	No. of Projects: 3-4 (10 Marks)	No. of Projects: 5-7 (15 Marks)	No of Projects: > 7 (20 Marks)	
No. of Projects: 1-2 (5 Marks)	No. of Projects: 3-4 (10 Marks)	No. of Projects: 5-7 (15 Marks)	No of Projects: > 7 (20 Marks)			
2.2	Technical Capability II The service provider must have experience in Digital Marketing / social media / Mass Media Management for at-least last three years (as on 31- March-2024)	15				
	<table border="1"> <tr> <td>3 years (5 Marks)</td> <td>> 3 but <= 5 years (8 Marks)</td> <td>> 5 but < 8 years (12 Marks)</td> <td>> 8 years (15 marks)</td> </tr> </table>	3 years (5 Marks)	> 3 but <= 5 years (8 Marks)	> 5 but < 8 years (12 Marks)	> 8 years (15 marks)	
3 years (5 Marks)	> 3 but <= 5 years (8 Marks)	> 5 but < 8 years (12 Marks)	> 8 years (15 marks)			
3	Technical Presentation	50				
3.1	Technical Presentation for an AI based Media Management Solution Bidders will be asked to give demonstration of the Proof of Concept cum Technical Presentation for an AI based Media Management Solution.	50				

Technical Presentation marks are categorized as per below mentioned table:

S. NO	TECHNICAL EVALUATION PARAMETER	Max. Marks	SUPPORTING DOCUMENT
	Technical Proposal, Presentation and Functional Demonstration of Comprehensive Digital Mass Media Network Strategy with Deployment and Execution Plan	50	
1	Understanding of the Scope of the project, Team Structure, Project Approach & Strategy with Execution Plan, Demonstration of contents/Post created	10	
2	Demonstration of AI capabilities for social listening and sentiment analysis, competitive benchmarking. Insights, Media Monitoring & Analytics,	10	
3	Understanding and experience on native tools used by prominent social media channels like Facebook, Instagram, Twitter, YouTube and AI platforms like ChatGPT, Gemini etc., SEO / SEM rating	10	
4	Demonstration of AI based Marketing that includes Campaign Planning & Content Marketing. Marketing Analytics, Influencer Marketing and Social Advertising	10	
5	Capability in Crisis Management, Query Resolution, Community Awareness, Digital Campaigns, Event Promotions etc.	10	

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a bid on the basis of bidding documents.
- b. A responsive bid is one that meets the requirements of the bidding documents without material deviation, reservation, or omission where: -
 - (i) “deviation” is a departure from the requirements specified in the bidding documents;
 - (ii) “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents; and
 - (iii) “Omission” is the failure to submit part or all of the information or documentation required in the bidding documents.
- c) A material deviation, reservation, or omission is one that,
 - (i) if accepted, shall:- (i) affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or (ii) 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 documents, 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 documents, 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 documents 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 documents for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, A Written intimation OR Letter of Intent / Acceptance (LOI / LOA) shall be sent to the concerned bidder by registered post or e-mail 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 despatched to the bidder.
- g) The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by e-mail to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or Letter of Intent shall constitute a binding contract.

- h) 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.

21. 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.

22. 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.

23. Right to vary quantity

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- b) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, up to 5% of the value of the original contract.
- c) Orders for additional quantities may be placed on the rates and conditions given in the contract and 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.

24. Performance Security

- a) Performance security shall be solicited from all successful bidders except the,-
- (i) Departments/Boards of the State Government or Central Government;
 - (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
 - (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
 - (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government;
 - (v) Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in a particular procurement or any class of procurement.

- b) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms-
- (i) deposit through eGRAS;
 - (ii) Bank Draft or Banker's Cheque of a scheduled bank;
 - (iii) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - (iv) Bank guarantee or electronic bank guarantee (e-BG) of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security;
 - (v) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
 - (vi) In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 10% of the amount of the bill.
- d) Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Additional Performance Security- In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities, Bank guarantee or electronic Bank Guarantee (e-BG)
- Explanation : For the purpose of this rule,- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value. (ii) Estimated Bid Value means value of subject matter of procurement mentioned in bidding documents by the Procuring Entity. (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- f) In case of unbalanced bid relating to IT & e-Governance Project having cost of twenty crore rupees or more and approved by the State e-Governance Mission Team (SeMT),

Department of Information Technology & Communication, Rajasthan as a High Tech Project, the Additional Performance Security shall not required to be taken.

- g) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

25. 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.

26. 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.

27. 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.

28. 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) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
 - (ii) Not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - (iii) Not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - (iv) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
 - (v) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - (vi) Not obstruct any investigation or audit of a procurement process;
 - b. Disclose conflict of interest, if any; and
 - c. 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.

29. Conflict of Interest

- a) A conflict of interest for bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- b) 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 a bidder, 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 bidders shall provide in Qualification Criteria and Bidding Forms, 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 Manager for the contract.

30. 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.

31. 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) 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.
- e) 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:
- f) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Secretary / Principal Secretary, IT&C, GoR
Second Appellate Authority: Secretary, Finance (Budget) Department, Govt. of Rajasthan.
- g) 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.
- h) 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.
- i) 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.
- j) 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.

32. 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.

33. 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.

34. Offenses 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.

35. 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.

36. 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.

37. 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

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

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	2.50 %

b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful completion of work	5.00 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful completion of work	7.50 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful completion of work	10.0 %

Note: Above penalty percentage would be calculated based on the value of the item / service that the Supplier has failed to deliver.

- 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) Bidder shall provide indemnity to the Procuring Entity (Raj Comp Info Services Limited) against proven, direct, and actual claims or damages arising from Bidder’s actions or omissions.

5.21 Limitation of Liability

Except in cases of gross negligence or wilful misconduct i.e. any act of the Supplier / Service Provider which is done willfully that has adversely impacted the project delivery / timelines : -

- 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 25% of the Contract value, 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. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 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) Any revision in the scope of the contract should be mutually agreed by both Parties..
- c) 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.
- d) 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

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

5.27 Jurisdiction

The jurisdiction in respect of all claims and matters arising under the contract shall be the courts situated in Jaipur, Rajasthan.

5.28 Provision in conflict

If a clause or a provision or a term or a condition is in conflict with RTPP Act, 2012 and RTPP Rules, 2013, in this situation, provisions and rules of RTPP Act, 2012 and RTPP Rules, 2013 shall prevail.

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 30 (thirty) 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	Installation, configuration, customization, capacity building and FMS services of the AI based Mass Media Tool at RSDC/Cloud along with subscription / licenses of native tools, SEO & SEM Tools - For 4 years	<ul style="list-style-type: none"> • OEM declaration confirming that installed tool has required capabilities as defined in RFP, duly verified by Procuring Entity • UAT sign-off and Go-LIVE • Subscription / license report for deployed 	T+30	10% of [Sr. No. 1(i) of the financial bid i.e. BoQ]

		<p>tools duly verified by Procuring Entity</p> <ul style="list-style-type: none"> Comprehensive Strategy with Deployment and Execution Plan Approved by Procuring Entity 		
		<ul style="list-style-type: none"> Training workshop attendance verified by the Procuring Entity Quarterly task done report duly verified by the Procuring Entity 	<p>Within 15 days of start of quarter, post first quarter (i.e. for 16 quarters)</p>	<p>80% of [Sr. No. 1(i) of the financial bid i.e. BoQ] to be paid in 16 equal quarterly instalments</p> <p>10% of [Sr. No. 1(i) of the financial bid i.e. BoQ] to be paid along with the payment of 16th quarter.</p>
2	<p>Deployment of Manpower for Social Media Work and Mass Media Response Team to accomplish all activities performed as per the scope of work</p>	<ul style="list-style-type: none"> Team Deployment Report. CVs of all 29 resources deployed under "Social Media Work" duly verified by Selected Bidder. 	<p>T+30</p>	<p>10% of [Sum of Sr. No. 2(i) and Sr. No. 3(a) to 3(k)] of the financial bid i.e. BoQ]</p>
		<ul style="list-style-type: none"> Quarterly Performance Report Approved by Procuring Entity with summary of all activities & performance against targets. Monthly Activity Plan duly verified by the Procuring Entity 	<p>Within 15 days of start of quarter, post first quarter (i.e. for 16 quarters)</p>	<p>80% of actuals [Sr. No. 2(i) and Sr. No. 3(a) to 3(k)] of the financial bid i.e. BoQ] to be paid in 16</p>

		<ul style="list-style-type: none"> • Monthly Progress Report (MPR) of resources deployed • Monthly Attendance of onsite resources verified by the Procuring Entity • Photographer / Videographer / Reporter Campaign Report (along with submission of the raw and processed footage) Approved by Procuring Entity 	<p>equal quarterly instalments</p> <p>10% of [Sr. No. 2(i) and Sr. No. 3(a) to 3(k)] of the financial bid i.e. BoQ] to be paid along with the payment of 16th quarter.</p>
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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

Criteria	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 2. Others: INR 15000 per change of resources

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: 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, any casualty in blood relationship 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> <p>*Leaves will be calculated including sandwich leave i.e. if a resource takes two leaves on Friday and consecutive Mondays, the weekend (Saturday and Sunday) following the Friday is also counted as leaves.</p>	

iii. Penalty for delay in deployment of Resource/s:

Penalty for delay in deployment of Onsite Team (per resource)
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)
Note:

Non-deployment of any resource 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.

iv. Penalty for Photographer / Videographer / Reporter on demand: 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) and no. of posts

Penalty for not achieving targets w.r.t growth of 5% for each priority handle and 1% on every other handle in digital outreach or the failure to make the no. of targeted post on respective social media handles as mentioned in the RFP for Expansion of Digital Outreach (Amplification) in each quarter = 0.5% of quarterly payment for per default handle*.

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.

*0.5% of (quarterly payment of Price quoted for component 2 + component 3 of BOQ) for Per Default Handle

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	Period in Months for each Resource
A	B	C	D
1	Providing a Unified Platform with AI/GenAI capabilities		
(i)	Installation, configuration, customization, capacity building and FMS services of the AI based Mass Media Tool at RSDC/Cloud along with subscription / licenses of native tools, SEO & SEM Tools - For 4 years	1	Lumpsum
2	Manpower Cost for Real Time Response Team		
(i)	Five (5) “Mass Media Network Real Time Response Team” of Three (3) persons in each Team as specified in the RFP	1	Lumpsum
3	Manpower cost for the mandated number of Twenty-Nine persons (29) resources		
(a)	Program Manager	1	48
(b)	Digital Marketing Manager	1	48
(c)	Online Reputation Manager	1	48
(d)	Digital Analyst / Social Media Analyst	3	48
(e)	Motion Designers / Video Editors	3	48
(f)	Senior Graphic Designer	3	48
(g)	Content Manager	3	48
(h)	Content Writers	5	48
(i)	Social media Developers	3	48
(j)	AI Tool Expert	2	48
(k)	Technical Support	4	48

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.
- All subscriptions / licenses procured by the Selected Bidder under this RFP will lie in the complete ownership of the Procuring Entity and can be used by Procuring Entity for multiple handles of multiple departments as per requirements.

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 90 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	Period in Months for each Resource	Unit Rate including all taxes levies and duties but excluding GST	Total Rate = Unit Rate multiplied by estimated quantity
A	B	C	D	E	F=C * D * E
1	Providing a Unified Platform with AI/GenAI capabilities				
(i)	Installation, configuration, customization, capacity building and FMS services of the AI based Mass Media Tool at RSDC/Cloud along with subscription / licenses of native tools, SEO & SEM Tools - For 4 years	1	Lumpsum		
2	Manpower Cost for Real-Time Response Team				
(i)	Five (5) “Mass Media Network Real Time Response Team” of Three (3) persons in each Team as specified in the RFP	1	Lumpsum		
3	Manpower cost for the mandated number of Twenty-Nine persons (29) resources				
(a)	Program Manager	1	48		
(b)	Digital Marketing Manager	1	48		
(c)	Online Reputation Manager	1	48		
(d)	Digital Analyst / Social Media Analyst	3	48		
(e)	Motion Designers / Video Editors	3	48		
(f)	Senior Graphic Designer	3	48		



(g)	Content Manager	3	48		
(h)	Content Writers	5	48		
(i)	Social media Developers	3	48		
(j)	AI Tool Expert	2	48		
(k)	Technical Support	4	48		
TOTAL COMPOSITE COST INCLUDING ALL TAXES (IN FIGURES) (ITEMS 1 TO 3)					
TOTAL COMPOSITE COST INCLUDING ALL TAXES (IN WORDS) (ITEMS 1 TO 3)					

Estimated quantity is indicative. The actuals may vary as per requirement.

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:



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.....datedmade 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.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(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 _____, 2024 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	2.50 %
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.00 %
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.50 %
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 _____, 2024.

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 Noof
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:

Format for the Profiles	
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"> • Degree • Academic institution graduated from • Year of graduation • Key achievements (if any) 	
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"> • Organizations worked for in the past <ul style="list-style-type: none"> • Organization name • Duration and dates of entry and exit • Designation • Key responsibilities 	
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

S No	Profile	Qualification	Job Description	Experience
1	Program Manager	B.Tech / BE or equivalent with an MBA/PGDBA or equivalent. Preference will be given to one who has managed similar projects in the past	<p>Key skills</p> <p>Background in digital project management working on campaigns from initial briefing to delivery</p> <p>Evidence of working with Agile project management methodologies</p> <p>Multi-tasker with ability to juggle many projects</p> <p>Agency experience with strong communication skills, both written and verbal</p> <p>Passion for IT, e-commerce and digital projects</p> <p>Creative flair and innovative approach</p> <p>Understanding of SEO and Google Analytics</p> <p>Excellent organization and time management skills</p>	5-7 Years
2	Digital Marketing Manager	Degree in Journalism / Mass Communication / Journalism and Mass Communication or Degree/ Diploma in marketing or equivalent	<p>Key Skills</p> <p>Assist in the formulation of strategies to build a lasting digital connection with consumers</p> <p>Plan and monitor the presence on social media (“X”, Facebook etc.)</p> <p>Launch optimized online adverts through Google AdWords, Facebook etc. to increase brand awareness</p> <p>Be actively involved in SEO efforts (keyword, image optimization etc.)</p> <p>Prepare online newsletters and promotional emails and organize their distribution through various channels</p> <p>Provide creative ideas for content marketing and update website</p> <p>Collaborate with designers to improve user experience</p> <p>Measure performance of digital marketing efforts using a variety of Web analytics tools (Google Analytics, Web Trends etc.)</p> <p>Acquire insight in online marketing trends and keep strategies up-to-date</p> <p>Maintain partnerships with media agencies and vendors</p> <p>Requirements</p> <p>Proven experience as Digital Marketing Manger or similar role</p> <p>Excellent understanding of digital marketing concepts and best practices</p> <p>Experience with B2C social media, Google AdWords and email campaigns and SEO/SEM</p> <p>Working knowledge of ad serving tools (e.g., DART, Atlas)</p> <p>Perfect knowledge of web analytics tools (e.g. Google Analytics, Net Insight, Web Trends etc.)</p> <p>Skills and experience in creative content writing</p> <p>Analytical mindset and critical thinking</p>	3-5 Years

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

			<p>combine various colours, fonts and layouts Attention to visual details Ability to meet deadlines and collaborate with a team</p>	
7	Content Manager	Graduate or Above in Marketing / Journalism or equivalent	<p>Requirements 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
8	Content Writers	Graduate or Above in Marketing / Journalism or equivalent	<p>Requirements 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
9	Social media Developers	Graduate or Above Degree in Communications / Marketing / Business / New Media / Public Relations or equivalent	<p>Requirements 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
10	Online Reputation Manager	Graduate or Above Degree in Marketing or equivalent	<p>Requirements 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

11	Photographer/ Videographer	12 th or above with a Diploma in Photography or equivalent	Requirements 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	3+ Years
12	Reporter	Graduate or above in Journalism or Mass Communication or equivalent	Requirements 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.	3+ Years
13	Technical Support	Graduate or Above	Requirements 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	2 Years



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: