



राजस्थान राज्य क्रीड़ा परिषद



सवाई मानसिंह स्टेडियम, जयपुर

कार्यालय दूरभाष नं० 0141-2744283, फ़ैक्स नं० 0141-2740568, ईमेल आईडी-rsscjaipur@gmail.com

क्रमांक : 7255

दिनांक : 19.05.2022

ई-निविदा सूचना संख्या 13/2021-22

राजस्थान राज्य परिषद, जयपुर की ओर से राजीव गांधी ग्रामीण ओलम्पिक खेलों के जनजागरण एवं मशाल हेतु मोबाईल ट्रक (टाटा 407 या समकक्ष) कुल तीन माह किराये पर लगाये जाने हेतु दक्ष, प्रतिष्ठित व अनुभवी फर्मों/संस्था/कम्पनी से निर्धारित प्रपत्र में द्वि-प्रक्रमी निविदा यथा तकनीकी बिड एवं वित्तीय बिड ई-प्रोक्योरमेन्ट प्रक्रिया द्वारा ऑन लाईन ई-निविदाएं आमंत्रित की जाती है। संबंधित पूर्ण विवरण वेबसाइट <http://eproc.rajasthan.gov.in> एवं <http://sppp.raj.nic.in> तथा www.rssc.in पर देखा जा सकता है।

विवरण	:	निर्दिष्ट राशि एवं समय
1. अनुमानित लागत	:	9.00 लाख रुपये
2. निविदा डाउनलोड प्रारंभ करने की तिथि एवं समय	:	दिनांक 19.05.2022 समय 05:30 PM
3. निविदा अपलोड करने की अंतिम तिथि एवं समय	:	दि. 23.05.2022 दोपहर 1:00 बजे तक
4. तकनीकी निविदा खोलने की तिथि एवं समय	:	दि. 23.05.2022 को 4:00 PM बजे

क्र. सं.	शुल्क का विवरण	शुल्क	भुगतान का प्रकार	जमा कराने की दिनांक	देय
1	निविदा शुल्क	500/- रुपये	डिमाण्ड ड्राफ्ट अथवा बैंकर चैक	दिनांक 23.05.2022 दोपहर 02:00 बजे तक	सचिव, राजस्थान राज्य क्रीड़ा परिषद, जयपुर (Secretary, Rajasthan State Sports Council, Jaipur)
2	धरोहर राशि	अनु. लागत का 2 प्रतिशत राशि रुपये 18,000/-	डिमाण्ड ड्राफ्ट/बैंकर चैक		सचिव, राजस्थान राज्य क्रीड़ा परिषद, जयपुर (Secretary, Rajasthan State Sports Council, Jaipur)
3	ई-टेंडरिंग प्रक्रिया शुल्क	500/- रुपये	डिमाण्ड ड्राफ्ट अथवा बैंकर चैक		Managing Director RISL (Payable at Jaipur)

शुल्क एवं अमानत राशि के डिमाण्ड ड्राफ्ट/बैंकर्स चैक राजस्थान राज्य क्रीड़ा परिषद सवाई मानसिंह स्टेडियम, जयपुर कार्यालय के स्टोर प्रभारी के पास उपलब्ध बॉक्स में दिनांक 23.05.2022 समय अपराहन 2:00 बजे तक पत्र के साथ ऑफलाईन जमा कराने होंगे जिस पर निविदा के कार्य का नाम, ई-निविदादाता का नाम, डिमाण्ड ड्राफ्ट/बैंकर्स चैक इत्यादि स्पष्ट अंकित करें। जिन निविदादाताओं के उपरोक्त वांछित राशि के डिमाण्ड ड्राफ्ट/बैंकर्स चैक निर्दिष्ट समय तक प्राप्त नहीं होंगे, उन ई-निविदादाताओं की टैक्निकल बिड नहीं खोली जावेगी। टैक्निकल बिड में सफल घोषित निविदादाताओं की ही वित्तीय बिड खोली जावेगी।

सचिव



राजस्थान राज्य क्रीड़ा परिषद्

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ई-निविदा सूचना संख्या 13/2021-22

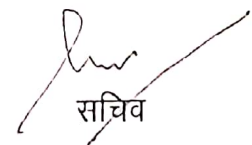
राजस्थान राज्य परिषद्, जयपुर की ओर से राजीव गांधी ग्रामीण ओलम्पिक खेलों के जनजागरण एवं मशाल हेतु मोबाईल ट्रक (टाटा 407 या समकक्ष) कुल तीन माह किराये पर लगाये जाने हेतु दक्ष, प्रतिष्ठित व अनुभवी फर्मों/संस्था/कम्पनी से ही ऑन-लाईन ई-बिड आमंत्रित की जाती है। आवेदक द्वारा ऑन-लाईन ई-बिड के अन्तर्गत चाहे गये तकनीकी दस्तावेज के साथ धरोहर राशि, निविदा प्रपत्र शुल्क एवं प्रोसेसिंग फीस के डिमाण्ड ड्राफ्ट/बैंकर्स चैक अपलोड करने होंगे एवं इनकी मूल प्रति दिनांक 23.05.2022 दोपहर 2:00 बजे तक राजस्थान राज्य क्रीड़ा परिषद्, सवाई मानसिंह स्टेडियम, जयपुर में टेण्डर बॉक्स में जमा कराने होंगे। तकनीकी एवं वित्तीय ई-बिड दिनांक 23.05.2022 दोपहर 1:00 बजे तक **Online** प्रस्तुत की जा सकेगी।

तकनीकी बिड दिनांक 23.05.2022 को समय सांय 04:00 बजे खोली जावेगी। तकनीकी रूप से योग्य आवेदकों की ही वित्तीय बिड खोली जावेगी जिसकी सूचना पृथक से प्रेषित की जावेगी।

निविदा प्रपत्र, नियम व शर्तों का अवलोकन राज्य लोक उपापन पोर्टल <http://eproc.rajasthan.gov.in> एवं <http://sppp.raj.nic.in> तथा www.rssc.in पर किया जा सकता है।

किसी भी निविदा, निविदा के अंश अथवा सम्पूर्ण निविदा को बिना किसी सूचना एवं कारण बताये निरस्त करने का सम्पूर्ण अधिकार परिषद् के पास सुरक्षित रहेगा।

आवेदनकर्ता के पास वैध डिजिटल सिग्नेचर सर्टिफिकेट-(DSC) जो कि Class-III का होना आवश्यक है, जिसको DSC eproc.rajasthan.gov.in की Website पर रजिस्टर्ड करना आवश्यक है। किसी भी प्रकार की सहायता के लिए हैल्पडेस्क (eproc-cell) 0141-4022688 or mail eproc@rajasthan.gov.in पर सम्पर्क किया जा सकता है।


सचिव



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निविदा प्रपत्र शुल्क रुपये 500/-

निविदा प्रस्तुत करने की अंतिम तिथि एवं समय :- 23.05.2022 समय दोपहर 1:00 बजे तक

ई-निविदा खोलने की तिथि एवं समय :- 23.05.2022 समय सांय 4:00 बजे

ई-निविदा संख्या 13/2021-22 दिनांक 19-5-2022

कार्य का नाम :- मोबाईल ट्रक (टाटा 407 या समकक्ष) कुल तीन माह किराये पर लगाये जाने हेतु।

1. ई-निविदा प्रस्तुत करने वाली फर्म का नाम एवं डाक का स्थाई पता, ई-मेल एवं मोबाईल नं० ..
.....
2. ई-निविदादाता का :- पै नं.(प्रमाण-पत्र की छाया प्रति संलग्न करें)
जी.एस.टी रजिस्ट्रेशन नं. (प्रमाण-पत्र की छाया प्रति संलग्न करें)
3. निविदा प्रपत्र शुल्क की राशि रुपये 500/- मात्र तकनीकी निविदा खोलने से पूर्व ऑफ लाईन डी0डी0/बैंकर्स चैक जो कि सचिव, राजस्थान राज्य क्रीड़ा परिषद् के नाम देय हो, द्वारा जमा करानी होगी। डी.डी./बैंकर चैक संख्या दिनांक बैंक का नाम ..
.....
4. बयाना राशि के पेटे अनुमानित लागत की 2 प्रतिशत राशि डीडी/बैंकर चैक सचिव, राजस्थान राज्य क्रीड़ा परिषद् के नाम देय हो, द्वारा जमा करानी होगी। इसके अभाव में कोई भी निविदा स्वीकार नहीं की जावेगी। डी.डी./बैंकर चैक संख्या दिनांक बैंक का नाम ..
.....
5. प्रोसेसिंग फीस राशि रुपये 500/- का डी0डी0/बैंकर्स चैक जो कि MD. RISL, Jaipur के पक्ष में देय होगा, संलग्न है। डी.डी./बैंकर चैक संख्या दिनांक बैंक का नाम.....
6. निविदा जिसे सम्बोधित की जानी है :- सचिव, राजस्थान राज्य क्रीड़ा परिषद्, सवाई मानसिंह स्टेडियम, जयपुर।
7. तकनीकी बिड/वित्तीय बिड विधिवत ऑन-लाईन प्रस्तुत करनी होगी।
8. बोलीदाताओं उनकी फर्म का पंजीयन प्रमाण-पत्र, जी.एस.टी. पंजीयन और स्थायी खाता आयकर की संख्या (पैन) का सबूत प्रस्तुत करना होगा।
9. बोली दस्तावेज के प्रत्येक पृष्ठ पर बोलीदाता द्वारा हस्ताक्षर करने होंगे।

निविदादाता के हस्ताक्षर



राजस्थान राज्य क्रीड़ा परिषद्

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1. Scope of Work

1. जनजागरूकता अभियान के तहत मोबाईल ट्रक (टाटा 407 या समकक्ष जिसका किराया, डीजल, टोल टैक्स, ड्राइवर का मानदेय व दैनिक भत्ता)।
2. टाटा 407 या समकक्ष ट्रक का फेब्रिकेशन व सजाना (सजाने में लोहे का फ्रेम, फ्लेक्स व फ्लेक्स की डिजाईन, प्रिंटिंग, इन्स्टालेशन, पेस्टिंग, विनायल फ्लेक्स पेस्टिंग व लेबर आदि)।
3. मशाल का सेट (मशाल को बुझाने से रोकने के लिए ट्रान्सपेरेंट फाईबर, कवर मशाल जलाने लिए नियमित ईंधन एलपीजी या जीएनजी, डीजल या पेट्रोल व साथ में अग्निशमन यंत्र-2)।
4. मोबाइल वेन (ट्रक), ड्राइवर, कोर्डिनेटर व समस्त सेटअप का इन्श्योरेन्स।
5. मोबाईल स्टेज (लोहे का फ्रेम, फ्लेक्स की डिजाईन, प्रिंटिंग, पेस्टिंग, इन्स्टालेशन व लेबर)
6. मशाल यात्रा बाबत प्रदर्शनी।
7. साउण्ड सिस्टम (एक्लीफायर-1, स्पीकर-4, स्पीकर स्टेण्ड-4, एक्सटेंशन बोर्ड-2, वायर माइक-4, कोडलेस माइक-4, हैंड माइक-2, बण्डल वायर-2, लाईट सेट-6 आदि-आदि)।
8. जनरेटर (ईंधन सहित) इन्वर्टर बैटरी)।
9. पेम्पलेट वितरण- कार्यक्रम स्थल के 500 मीटर वृत्ताकार स्थल पर प्रति कार्यक्रम लगभग 200 पेम्पलेट।
10. पोस्टर इन्स्टालेशन- कार्यक्रम स्थल के 500 मीटर वृत्ताकार स्थल पर प्रति कार्यक्रम लगभग 50 पोस्टर।
11. कोर्डिनेटर/कलाकार/स्टाफ का मानदेय/दैनिक भत्ता।
12. उद्घोषणा।
13. सामूहिक चर्चा।
14. फिडबैक फार्म भरवाना।
15. फोटोग्राफी।
16. कुल कार्यक्रम अवधि - 3 माह (29 मई, 2022 से 28 अगस्त, 2022)।
17. प्रतिदिन कवरेज - एक जिले के समस्त ब्लॉक हेतु आवश्यकतानुसार लगभग तीन दिवस (प्रतिदिन लगभग 150 किलोमीटर)
18. समय - प्रातः 8.00 बजे से सायं 7.00 बजे तक।
19. संवेदक को आपात स्थिति के नियन्त्रण के लिए आवश्यक संसाधन जैसे-वैन के मैकेनिकल, इलेक्ट्रीकल अथवा इलेक्ट्रॉनिक्स की विफलता के कारण बैक डाउन होने का निवारण या वैकल्पिक व्यवस्था का प्रबंध करना होगा।
20. उपरोक्त के अतिरिक्त अन्य कोई कार्य आवश्यकता अनुसार करवाया जा सकता है।

2. Objectives

- 2.1 The main objective of this is to organize road shows by, L-Shape Mobile Vans with Promotion of Rajeev Gandhi Gramin Olympic at various places in Rajasthan to disseminate the information among the State Government which have been taken and are being implemented in their interest.
- 2.2 The approximate value of the Services to be procured is about Rs. 9 Lacs but as the invitation to bids is for a Rate Contract and the contract is for the rates only, therefore, RSSC does not make any commitment for the value of subject Services to be procured. A Rate Contract shall be entered for prices without a commitment for quantity, place and time of providing and managing the Services.
- 2.3 In the second stage work orders will be given by RSSC procuring entities for organizing and managing the L-Shape Mobile Van Shows, as and when needed, at the contracted prices.
- 2.4 The Rate Contract may be done with more than one Bidder as parallel Rate Contracts at the same prices and terms and conditions. If the RSSC does not procure any Services or procures less than the approximate quantity of Services specified in the Bidding Document due to any reason, the Bidders shall not be entitled to any claim or compensation.

3. Specification of the L Shape Mobile Vehicles

Each of the, L-Shape Mobile Van with Promotion of Rajeev Gandhi Gramin Olympic Should have the following Specification

- (i) The Vehicle should be a Tata 407/ 709/ Tata Ace or equivalent as per the requirement.
- (ii) Branding: All Side Flex Branding with the specification is to be done by bidder as below
- (iii) Sound system: 200 watt speaker or equivalent with cordless/wire microphones
- (iv) Power Back-up: Inverter Battery
- (v) LIGHT: 2 flood lights on the top of the van to be used as when it is required
- (vi) IEC Materials such as Fliers/Leaflets Dangers, Posters, Stickers, Standee etc. for communication, promotion and (to be provided by procuring entity)
- (vii) GPS: Vehicle should have GPS device certified as per AIS 140 / AIS 004 Standard or equivalent
- (viii) Coordinators of Promotion of Rajeev Gandhi Gramin Olympic must be residents of Rajasthan and shall have prior experience of working in Theatre and NukkadNatak.
- (ix) Bidding firm must provide at least 3 artists per mobile van.

3.5 Team Composition: Each team comprises of

- a. A Driver with Valid Driving License for the, L-Shape Mobile Van.
- b. One Supervisor for the Team, who must be able to communicate in regional language and who will coordinate with the Client representatives and capable enough to coordinate in the field.
- c. At least 1 rssc employee per mobile van.

3.6 Permissions

- a. Agency must comply all road safety rules as per the state transport department
- b. Each Team must have following documents submitted at least 2 days before launching of the campaign to Procuring Entity.
 - i. Registration Certificate
 - ii. Fitness Certificate of the Van
 - iii. Insurance of the Vehicle
 - iv. Tax receipt for out of station vehicle
 - v. Pollution certificate
 - vi. Valid Driving License of the Driver
- c. It is the responsibility of the Agency to submit the above described documents for getting permission from respective authority; Procuring Entity may facilitate the process at the authority.
- d. Procuring Entity is required to take all kind of Permission and allowances required from Govt. authorities (Transport Department etc.) to conduct the campaign on behalf of the agency.
- e. The agency shall ensure all safety precautions for the people as per the law, it shall be liable to meet all legal requirement as required by law
- f. During the Campaign, in case any mishap(s) occur, Procuring Entity will not be responsible for it.
- g. An Email address will be provided by the procuring entity for smooth communication.

3.7 Branding and Content

- a. The content which will run in the vans will be given by Procuring Entity.
- b. Agency shall ensure that Caravan should run the approved video content only.
- c. Van Design will be supplied by the Procuring Entity to the Agency for printing in minimum standard flex (280GSM/10 Ounce) with print quality of at least 4 pass Black-out flex, print in standard ink, without compromising on the quality of services required or Self-adhesive Vinyl wherever applicable
- d. It must be ensured that there is no distortion of the photo or design while printing.
- e. Agency shall ensure the branding to continue during the entire duration of the campaign. If the branding is damaged, agency shall rebrand it again within 24 hours without any additional cost to the client.

4 Operation

- a. Each unit shall conduct campaign of 2-3 hours in at-least 2 locations per day with the approx running of 150 kms daily.
- b. If required, unit can run more than 150 km, as per requirement of procuring entity.
- c. The timing of the campaign shall be for 8 hours a day during anytime between 8 AM to 7 PM, as per the directions of Procuring Entity.
- d. The Campaign materials shall be distributed by the agency as per the directions of the Procuring Entity and record in respect of the same should be maintained by the agency.
- e. The campaign will be organised in an interactive and interesting manner using local dialects, quiz (prashanottary), small prizes, gift hampers etc.

5 Reporting

- a. All Teams must report in the Android based mobile App approved by Procuring Entity which works both Online and Offline, Agency must give a demonstration of the app to Procuring Entity before using it.
- b. Apart from App based reporting Agency shall also get the daily report as per format approved by Procuring Entity.
- c. The reporting format shall be made in duplicate and after that, duplicate copy shall be handed over to the Procuring Entity for record.
- d. Every day Agency should submit the report of daily activity, as per the format approved by Procuring Entity. Agency must maintain Log book in the vehicles, to be signed by the Procuring Entities representatives on daily basis.
- e. Agency will submit the final report, reported through the mobile app. Both Soft and Hard copy of the Final Reports will be submitted to the Procuring Entity.

6 Supervision, Monitoring and Control

- a. Agency should ensure own supervision, monitoring and controlling team for smooth coordination and running of the campaign, the contact details of the Hub / District and state level coordinator shall be shared with Procuring Entity.
- b. Contact details of the campaign team including Supervisor, Technician and the drivers shall be shared with Procuring Entity before launch of the campaign
- c. Any changes in the team shall be intimated to the Procuring Entity.
- d. Agency should share the user id and password of the GPS monitoring website to Procuring Entity, so that Procuring Entity can monitor the vans.
- e. During the Campaign Agency shall ensure presence of coordinator at Procuring Entities disposal for smooth coordination and reporting.
- f. Agency shall be equipped to handle Crisis Management efficiently such as breakdown of vans due to mechanical, Electrical or Electronics failure. Such issues must be addressed and solved within 12-24 hours
- g. During the campaign period of one month maximum 5 days can be allowed for maintenance of the vans.

7 Safety and security

- a. All the team members and the vehicle must be insured by the agency.
- b. All the staff members must use safety precautions such as use of mask, sanitation practices during covid period.
- c. Safety of staff members shall be the responsibility of the Service Provider

8 Other Conditions

- 8.1 If a Service Provider is unable to perform a show or shows as per the given programme due to the reasons beyond his control, the procuring entity may grant extension in the time limit with or without liquidated damages as per the conditions of the contract.
- 8.2 The selected Service Provider shall ensure smooth and satisfactory completion of the shows without any hurdles. He shall be responsible for the proper behaviour of himself and his personnel with the visitors and procuring entity's personnel.

- 8.3 Each s, L-Shape Mobile Van and the equipment mounted on it must be insured for all risks and accidents, theft, loss etc. and copies of the insurance policy along with the registration certificate, driving license of the driver, permit for travel in Rajasthan must be deposited with the procuring entity at the time of placing of order.
- 8.4 The technical and non-technical personnel deployed on a s, L-Shape Mobile Van shall make their own arrangements for boarding and lodging and no charges other than the hire charges agreed in the contract shall be paid for this purpose.
- 8.5 If the selected Service Provider is unable to arrange the s, L-Shape Mobile Vans as per the requirement or is unable to perform the shows as per the given programme without any extension in time granted by RSSCor concerned District Collector/ procuring entity, then RSSC procuring entity may hire thes, L-Shape Mobile Vans of similar description from any other source at the risk and cost of the Original Service Provider and the additional cost incurred, shall be recovered from him.
- 8.6 The Services of a s, L-Shape Mobile Van will be hired minimum for a period of one month. Therefore, minimum one month's approved service charges will be paid. If in any subsequent month the Services are not required for entire month's period, then payment will be made on proportionate basis for the number of days for which the Services were obtained during that month.

09. Qualification Criteria

(i) For :

The bidder must submit following documents along with bid:-

- A. Bidder must have minimum 2 vehicles as per the as per requirement and fully compliant with laws and rules;
- B. One Supervisor who is atleast 12th pass for each van.
- C. Registration certificate of all the Vehicles as mentioned in the bid which are to be used by the bidder:
- D. Valid GST Certificate
- E. Valid PAN Card
- F. Turnover Certificate for last three financial years (2018-19, 2019-20, 2020-21) certified by the CA.
(The average turnover should be at least 18.00 lacs in each financial year.)
- G. The vender must have experience of at least 2 such mobile van work of Govt./Semi Govt. Institution.

(ii) For L shaped van

The bidder must submit following documents along with bid:-

- A. Bidder must have minimum 2 vehicles as per the requirement and fully compliant with laws and rules;
- B. One Supervisor who is atleast 12th pass for each van.
- C. Registration certificate of all the Vehicles as mentioned in the bid which are to be used by the bidder:
- D. Valid GST Certificate
- E. Valid PAN Card

- F. Turnover Certificate for last three financial years (2018-19, 2019-20, 2020-21) certified by the CA.
(The average turnover should be at least 18.00 lacs in each financial year.)
- G. Coordinator of Promotion of Rajeev Gandhi Gramin Olympic must be residents of Rajasthan and shall have prior experience of working in Theatre and Nukkad Natak. The bidder must provide proof of Stage/Nukkad performances of minimum 6 artists.

10 **Evaluation Criteria**

- a. The proposals should be complete in all respect as mentioned in this document. Incomplete proposals may be liable for summary rejection.
- b. All the proposals received will be scrutinized to assess their eligibility based on the qualifying criteria. Those proposals which do not meet the qualifying criteria will be rejected, forthwith, or at any stage of detection.
- c. Agencies fulfilling the eligibility criteria will be called for a presentation before the committee. The evaluation criteria laid down in the bid document. During the evaluation, RSSC , Government of Rajasthan will have a right to ask any clarification.
- d. Presentation will be held as part of the evaluation process duly covering the methodology to be adopted, showcasing past experiences and the teaming.
- e. Financial Bids of the shortlisted technically qualified Bidders will be opened in the presence of Bidders authorized representatives on a date /time specified.
- f. Bidders who have submitted substantially responsive Technical Bids/ Proposals and who have been determined as being qualified to attend the electronic opening of the Financial Bids/ Proposals will be considered for the opening of the financial proposals.
- g. The Service Provider is deemed to have included all prices in the Financial Proposal. The total price, excluding Goods and Service Tax specified in the Financial Proposal shall be considered as the offered price.
- h. The successful Bidder shall be determined on the Least Cost Based Selection (LCBS) method, that is to say, on the basis of lowest price per month quoted by a Bidder, excluding Goods and Services Tax, provided the availability of the required vehicles and equipment's as per the given specifications is proved by the documents submitted with the Bid.
- i. The estimated quantities of each item have been stated in the Fin Sheet and the Service Provider is to quote the item rate and total price for each item.
- j. For ascertaining the rates for each item, L1 rates shall be discovered from the item rate quotations given for each item by the qualified bidders and counter offer would be made to the successful bidders to match these L1 rates and give their undertaking towards the acceptance of the same.
- k. Every time any item is to be executed, the Procuring Entity would seek the concept of proposed campaign from the empanelled Service Providers and the Service Providers whose concept are found to be most suitable will be awarded the work order for executing the works.
- l. The Financial Bids of only those Bidders will be opened who qualify in evaluation of their Technical Bids. The successful Bidder will be one who fully agrees to comply with all the terms and conditions of this Bidding Document without any omission, deviation and reservation and who fulfilsall qualification

criteria in evaluation of Technical Bids including capacity and efficiency of the work.

11. Duration of Rate Contract

The period of the Rate Contract is 12 months or the period of empanelment, whichever is earlier. It may be extended by RSSC for a further period of 12 Months as per RTPP Rules on same prices and terms and conditions, if need be.

12. The successful Bidders/Service Providers will have to execute separate rates contract with RSSC .
13. Separate Work Order shall be issued to the Service Provider, each time any works/services are awarded.
14. If the firm is found to produce fraudulent documents, it may lead to disqualification and debarment under the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013.
15. Financial bids will be opened any time notification of technical score by the Department.



TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

(On the letter head of the Bidder)

{Location, Date}

To,

Secretary,
Rajasthan State Sports Council,
Jaipur.

Dear Sir/ Madam,

We, the undersigned, submit our Proposal for Hiring of Services of L-Shape Mobile Van with Promotion of Rajeev Gandhi Gramin Olympic for campaigning of Public Welfare Schemes of the State Government at Various Places in Rajasthan in accordance with your NIB dated [InsertDate]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal in a separate cover.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the SECRETARY, RSSC and action may be taken against us under the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013;
- b) Our Proposal shall be valid and remain binding upon us for the required period of 90 Days;
- c) We declare that we have complied with the and shall continue to comply with the provisions of Code of Integrity contained in the Act, Rules and the Document in competing for and in execution of the Contract and that we have no conflict of interest as stated in the Document;
- d) We meet the Eligibility and Qualification criteria as required in the Document;
- e) We are in full agreement with all the terms and conditions of the Bid Document as stated in the Bid Document without any reservation, deviation or omission;
- f) Our Proposal is binding upon us and subject to any modifications resulting from the negotiations, if any;
- g) We are, directly and/or indirectly through our parent or subsidiary company or affiliate, not participating as Bidder in more than one Bid for providing the subject Services in this bidding process;
- h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract have not been debarred by any Government, PSU, Government agency and/or department or the Secretary, RSSC or a regulatory authority;

- i) We agree to permit Government of Rajasthan or the Secretary, RSSC or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;
- j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, if issued, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- k) We understand that the Secretary, RSSC is not bound to accept any Proposal that it receives and may reject any all proposals.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

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

In the capacity of:

Address:

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



Form TECH-2

BIDDER'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Bidder's organization and an outline of the experience of the Bidder.

A - Bidder's Organization

1. Bidder's Details

Fill in the required details in following Table:

Name of Firm

Name of Contact Person with
Designation

Registered Office Address

Address of the Firm in Jaipur

Type of Firm Put Tick(") mark	Public limited	Private Limited	Partnership	Proprietary	Others
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Telephone Number(s)

Email Address

Web Site:

Fax No.

Mobile Number



PAN number

2. Provide here a brief description of the background and organization of your Company/Firm (Page Nos.....)

- a. Provide dates of registration of the company/ firm/ organization and commencement of business.
- b. Provide figures of financial turnover of the Firm for proceedingcontinuous three financial years from FY 2018-19 onwards. A minimum turnover of Rs. 18.00 Lacs.

(Enclose copies of audited statements of accounts for the continuous three financial years from FY 2018-19 onwards a certificate of the statutory auditor of the firm certifying the turnover of the Firm. (Page Nos.....))

- c. The firm should be registered for Goods and Service Tax (GST).

(Enclose copy of GST registration Certificate issued by competent authority.)
(Page Nos.....)

- d. The firm should have Permanent Account Number (PAN) for income tax.

(Enclose copy of PAN card issued by Income Tax Department.)
(Page Nos.....)

- e. Enclose declaration that the Firm is not debarred or black listed by any

Government procuring entity. (Page Nos.....)



B - Bidder's Experience

Important Clients/Successfully Completed Projects

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....



Form TECH-3

(To be submitted on Rs. 100/- Non-Judicial Stamp paper duly Notarized by Notary public)

VEHICLES AND EQUIPMENT TO BE USED BY THE BIDDER

Provide details of the Vehicles and Equipment to be used by the Bidder in following format:-

(The given information may be verified by a team of officers of SECRETARY, RSSC and if any information is found false, action will be taken as per provisions of the Act and Rules)

1. Registration certificate of any of the Vehicles to be used: Minimum 5 vehicles
2. Inverter Battery : Minimum 5 QTY
3. Sound System of 200watt : Minimum 5 QTY

S.No.	Name of Vehicle/Equipment	Make	Model	Size	Document attached at Page No.

DECLARATION

The above information given is true and we understand that any false declaration may lead to disqualification of the tender.



Authorized Signatory

NOTARIZED

Form TECH-4

TECHNICAL PERSONNEL WORKING ON PAYROLL OF THE BIDDER

Provide details of the Technical Personnel working on Pay Roll of the Bidder in following format:-

(The given information may be verified by a team of officers of SECRETARY, RSSC by inspecting the factory premises of the Bidder and if any information is found false, action will be taken as per provisions of the Act and Rules)

S.No.	Section	Number of Persons actually Working
1.		
2.		
3.		
4.		
5.		



TECH-5

Form of Bid Security

[To be issued by a Scheduled Bank in India and must be duly stamped]

[insert Bank's Name, and Address of Issuing Branch or Office]
Beneficiary:

Secretary,
RSSC,
Jaipur-302005

Date: [insert date]

GUARANTEE No.: [insert number]

We have been informed that [insert name of the Bidder] (hereinafter called "the Bidder") has submitted to you its Proposal dated [insert date] (hereinafter called "the Proposal") Contract for Hiring of Services of L-Shape Mobile Vans with Promotion of Rajeev Gandhi Gramin Olympic of the State Government at Various Places in Rajasthan under Request for Proposals No. [insert RFP number] ("the RFP").

Furthermore, we understand that, according to your conditions, Proposals must be supported by a Bid Security.

At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures][insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Proposal conditions, without indulging in any correspondence or questions with you, because the Bidder:

- a) has withdrawn its Proposal during the period of Proposal validity specified by the Bidder in the Form of Proposal; or
- b) having been notified of the acceptance of its Proposal by the Secretary, RSSC, Jaipur during the period of Proposal validity,
 - (i) failed or refused to execute the Contract Form,
 - (ii) breached any provision of the Code of Integrity specified in ITB;

This guarantee will expire:

- (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and
- (b) if the Bidder is not the successful Bidder, upon the earlier of
 - (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder who signed the contract with you and submitted performance security; or
 - (ii) thirty days after expiration of the validity period of the Bidder's Proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____

Date _____

Bank's Seal _____



FORM TECH-6

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

Declaration by the Bidder

In relation to our Proposal submitted to Secretary, RSSC, Jaipur -302005 for Hiring of Services of L-Shape Mobile Vans with Promotion of Rajeev Gandhi Gramin Olympic at Various Places in Rajasthan in response to their Request for Proposal No ____ Dated ____ we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Secretary, RSSC;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract. The information provided in the Bid document is true and no false representation has been made.

Date:



Signature of Bidder

Place:

Name:

Designation:

Address:

FORM TECH-7

POWER OF ATTORNEY

(On Stamp paper of appropriate value)

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms..... (name and residential address) who is presently employed with us and holding the position of..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for empanel Firm/Firms for providing Creative Design and Communication Services including signing and submission of all documents and providing information/ responses to Secretary, RSSC in all matters in connection with our application for the said Assignment.

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

Dated this the Day of



Accepted

Signature,
Name
Designation of the Bidder

FORM TECH-8

Format for seeking clarifications

Name of the Bidder:

Address:

Telephone Nos.:

Fax No:

Mobile No:

Email ID:

Section No. - Clause No. - Paragraph/Bullet No. -	Corresponding page no. in the bid document	Particulars of the query/clarification	Remarks of Client/Bid Evaluation Committee
--	--	---	---

Authorized Signatory

Designation

[The queries have to be submitted through e-mail in word document (not a PDF) to Secretary, RSSC latest by 4 Days before the last date of receipt of bids. The bidder should send the queries through official e-mail IDs only.]



Check List for submission of Technical Bid

The bidder shall submit following certificates/documents along with the bid:

- I. Tech 1
- II. Tech 2
- III. Tech 3
- IV. Tech 4
- V. Tech 5
- VI. Tech 6
- VII. Tech 7
- VIII. Bid document fee, RISL processing fee and bid Securing declaration;
- IX. Firm shall submit copy of the registration with Central Excise Department/ exemption from registration, if applicable, as per provisions of Central Excise Act.& GST Registration as per provisions of GST Act;
- X. The average annual turnover statement for any three consecutive financial years from FY 2018-19 onwards signed by the bidder, duly verified by the C.A. and attested by notary public.
- XI. Copies of annual accounts (Balance Sheet & Profit & Loss statements) certified by the auditors for any three consecutive financial years from FY 2018-19 onwards.
- XII. The declaration from the bidder regarding qualifications.
- XIII. Declaration regarding Blacklisting
- XIV. Duly signed scanned copy as acceptance of terms & conditions.
- XV. Statement with documentary proof as applicable against each item mentioned in II. Eligibility/Qualification Criteria above.
- XVI. Credentials regarding major work done so far.
- XVII. Remarks against clause III. Scope of Work above duly mentioning about the capability and credentials against each.

Wherever certificates are being asked with respect to determining technical responsiveness of the Product/Services, same shall be submitted at the time of bid submission only and no alternative certificate/document after opening of technical bid will be entertained.

Clarification with respect to bid documents shall be considered only for those documents which are submitted by the firm at the time of bid submission

All the above-mentioned documents must be submitted duly signed on each page and self-attested.

All attested documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, translated version of the same, in Hindi or English, duly signed and attested by authorized translator must be submitted along with copy of original document.

In case of the bid being submitted by a proprietary firm, the bid must be signed by the sole proprietor. In case of a partnership firm, bid must be signed on behalf of the firm by a person authorized, holding a power of attorney in his favor to do so, and in the case of a company, the bid must be signed by an authorized signatory, in the manner laid down in the Articles of Association of the bidder company.

Any change in the constitution of the firm/company shall be notified forthwith by the bidder/contractor in writing to the Director, Department of Information & Public Relations,

Government of Rajasthan, Jaipur and such change shall not relieve any former member of the firm company from the liability under the conditions of the bid/contract. No new partner / partners shall be accepted in the firm by the bidder/contractor in respect of the bid/contract unless he/ they agree to abide by all its terms and conditions and submit a written agreement to this effect with the Director, Department of Information & Public Relations, Government of Rajasthan, Jaipur. The bidder's receipt for acknowledgement or date of any new partner subsequently inducted, as above, shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.



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

(Location / Date)

To
Secretary,
RSSC, Government Secretariat,
Jaipur-302 005

Dear Sir Madam,

1. We, the undersigned, offer following rates for Hiring of Services of L-Shape Mobile Van with Promotion of Rajeev Gandhi Gramin Olympic of the State Government at Various Places in Rajasthan in accordance with your NIB/ Request for Proposals dated _____. And our Proposal Technical Proposal, without any reservations and conditions.
2. Having gone through this RFP document and having fully understood the scope of work and in full agreement with all the terms and conditions of the assignment as stated in the RFP Document without any reservation, deviation or omission, we quote the following rates for various items of Contract without any condition:

Part 2 : 'L' Shape Mobile VAN

Item No.	Description Of Item	Per Van per Month	Rates in figures Including GST in Rs.	Rates in Words Including GST in Rs.
1.	L-Shape Mobile Van with Rajeev Gandhi Gramin Olympic Logo/ Banner/Flax/Branding (i) Mahindra Pickup / Tata 407/ 709/ Tata Ace or equivalent as per the requirement. (ii) Branding: All Side Flex Branding with the specification is to be done by bidder (iii) Sound system: 200 watt speaker or equivalent with cordless/wire microphones (iv) Power Back-up: Inverter Battery (v) LIGHT: 2 flood lights on the top of the van to be used as when it is required (vi) IEC Materials such as Fliers/Leaflets Dangers, Posters, Stickers, Standee etc. for communication, promotion and advertising (to be provided by			

	procuring entity)			
(vii)	GPS: Vehicle should have GPS device certified as per AIS 140 / AIS 004 Standard or equivalent			
(viii)	Coordinator for the van must be residents of Rajasthan and shall have prior experience of working in Theatre and NukkadNatak.			
(ix)	Running of L shape Mobile Van with coordinator approx 150 km in a day			

2. Our prices include all our expenses and taxes.
3. Our prices include expenses on vehicle running and maintenance, remuneration for all the Personnel in the field, office etc., labour, equipment, overhead charges, travelling, boarding and lodging and out of pocket expenses, documentation and communication during the period of the Contract.
4. The offer prices quoted shall remain firm during the period of Contract. The financial proposal is inclusive of all activities not specifically mentioned in the Bidding Document, but which are essential for successful completion of the assigned tasks as per the work orders.
5. Our Financial Proposal shall be binding upon us subject to reduction, if any. resulting from Contract negotiations, up to expiration of the validity period of the Proposal
6. We understand you are not bound to accept any Proposal and may reject any or all Proposals you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials)

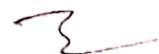
Name and Title of Signatory:

In the capacity of:

Address:

Email:

The Organization has tried to include maximum items for creative designing, content development and communication, however, if other than above mentioned items, additional activities are required, the procuring entity can procure such items/services by requesting rate quotes for the items concern from amongst the empanelled bidders and work will be done on lowest received rate.



Section:IV

CONTRACT AGREEMENT

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

Empanelment of Agencies/Firms for Hiring of Services of Mobile

Vans for Showing Promotion of Rajeev Gandhi Gramin Olympic

of the State Government at Various Places in Rajasthan

Between

**Secretary,
RSSC,
Jaipur-302005
and**

[Name of Bidder]

Dated:

CONTRACT / AGREEMENT

An agreement made this Dated _____ between _____ (hereinafter called "**the Service Provide**", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators) of the one part and the Government of the State of Rajasthan through Secretary, RSSC (hereinafter called "**the SECRETARY, RSSC**" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS

(a) The Secretary, RSSC has requested the Empanelment of Creative Agencies working in the field of developing Print, Audio, Visual, Outdoor and Social Media creative for Government of Rajasthan on Item Rates Basis (hereinafter called "**the Services**")

(b) The Service Provider, having presented to the Secretary, RSSC that it has the qualified professional skills, expertise and technical resources, has agreed to provide the Services on terms and conditions set forth in this Contract as and when required as per the requirement contained in a particular work order:

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract Agreement

(a) The Statement of Outcomes of Negotiations, if any;

(b) Details of Item Rates agreed by Bidder;



- (c) The Financial Proposal (Bid) submitted by the Service Provider;
- (d) General Terms and Conditions for Empanelled Agencies;
- (e) Terms and conditions of Work Order issued to empanelled agency(ies);
- (e) The Specifications
- (f) Instructions to Bidders/ Service Providers
- (g) The Notice inviting Bids.

The work orders which will be issued by the Secretary, RSSC from time to time during the period of the Contract shall also become part of this Agreement

In the event of any inconsistency between the documents, the following order of precedence shall prevail. The particular work order, The Statement of Outcomes of Negotiations; The Financial Proposal (Bid) submitted by the Service Provider; The Special Conditions of Contract: The Specifications; Instructions to Bidders/Service providers and The Notice Inviting Bids.

2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in Particular:

(a) the Service Provider shall carry out the services in accordance with the provisions of the particular work order of the Procuring Entity and the Contract; and

(b) The period of the Contract shall be Twelve (12) Months from the Date of this Agreement which may be extended by one year on same terms and conditions.

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

Witness 1

FOR AND ON BEHALF OF

(The Service Provider)

Witness 2

(Name)

(Designation)

(Address)

Witness 1

For and on behalf of the Governor of Rajasthan

(the Secretary, RSSC)

Witness 2

(Name)

(Designation)

(Address)

General Terms and Conditions to be followed by Successful bidders during the term of empanelment.

1. The empanelled media agencies shall at all times during the term of empanelment, strictly follow the provisions of Code of Integrity, Confidentiality and Conflict of Interest as provided in the Act, Rules or anywhere in the bid document. It shall be the duty of the Agency to promptly report any violation of any of the above to Secretary, RSSC.

2. **Rates:**

The empanelled Media Agency has unconditionally and unequivocally accepted and acknowledged the rates for various items. The rates shall remain fixed and firm during the term of empanelment and are not subject to any escalation irrespective of any increase in material, labour or anything else. The rate list is attached herewith as Schedule-I.

3. **Price Fall:**

The prices under the Rate Contract shall be subject to the price fall clause. If the Rate Contract or parallel Rate Contract holding firm quotes/ reduces its prices to render similar services at prices lower than the Rate Contract prices to anyone in Rajasthan at any time during the currency of the Rate Contract, the Rate Contract prices shall be automatically reduced with effect from the date of reducing or quoting lower prices, for all delivery of the Services under the Rate Contract and the Rate Contract shall be deemed to have been amended accordingly. The other empanelled service providers will also have to match the reduced rate(s) from the effective date as mentioned above. The price fall clause shall governed by the Rajasthan Transparency in Public Procurement Rules, 2013.

4. **Work Order:**

Separate Work Order shall be issued to the empanelled Media agency for executing any item or performing any particular task.

5. **Performance Security:**

The empanelled Media Agencies shall provide a Performance Security equivalent to 5.00% of the L1 bid amount in accordance with the provisions of the bid document. Upon breach of any of the provisions of the Contract Agreement or the present Terms and Conditions, the Performance Security would be encashed. Performance Security shall be regularly maintained and in case of any part or full Performance Security being forfeited, it shall be promptly within 03 days be replenished to the original amount during the term of empanelment.

6. **Consultants Experts and performers**

- 6.1 Description of Key Experts and performers

The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts and performers are described in **Appendix B**.

- 6.2 Replacement of Key Experts and performers

Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request

and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

6.3 Removal of Key Experts

If the Client finds that any of the Consultant's or Sub-consultant's personnel has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's or Sub-consultant's personnel have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

In the event that any of the Consultant's or Sub-consultant's Expert is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

7. Taxes and Duties

The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.

8. Mode of Billing and Payment

Billings and payments in respect of the Services shall become due and be made within 02 months of successful completion of the works assigned under the relevant Work Order

9. Copyright

- a. The copyright of the work undertaken by the selected bidder to whom the work order has been issued would belong to the Department.
- b. The service provider will ensure that the material being submitted does not infringe any other copyright material.

10. Indemnification:

The empanelled Media Agency would be responsible for all risks involved in the work. For any accident or mishap, the bidder would be solely responsible. The service provider agrees to and save harmless RSSC and /or any of its employee(s) or office bearer(s) from any and all loss or damage (including, without limiting the generality of the foregoing, legal fees, and disbursements paid or incurred by RSSC to enforce the provisions of this paragraph), occasioned wholly or in part by any negligent act or omissions including any action brought about by any third party due to any mishap, accident, infringement of any copyright / IPR arising out of its work of the service provider or that of anyone directly or indirectly employed by them or performing the work under the direction of the service provider regardless of whether or not it is caused in part by a party indemnified hereunder.



11. **Client/Procuring entity's right to vary quantity:**

- a) The Client does not give any guarantee for minimum billing or minimum quantum of work during the contract.
- b) If the department procures less than the quantity indicated in the bidding documents the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- c) Orders for additional quantities may be placed on the rates and condition given in the contract. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be 50% of the value goods or services of the original contract.
- d) If the Bidder fails to supply the department shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier
- e) The quantity of printing work/services originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract.
- f) If the service provider is unable to execute any work and any loss is incurred by the service provider in this respect, it will be to the service provider's account and the department will not be liable to compensate the service provider for any loss or damage.

12. **Dividing quantities among more than one bidder:**

The quantities shall be allocated to the agencies in accordance with the provisions of bid document.

When it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the any single empanelled service provider, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.

Concept for desired creative would be sought from empanelled service providers. Work order will be issued to the firm whose concept would be selected/approved by the department. In case part/portion of the work is selected/approved by the department for any particular creative, then the work order would be placed to multiple firms whose works would be used in that creative and payment would be done as per the weightage given to the works that have been used.

13.

Term, Termination and Suspension:

The term of the empanelment shall be Twelve (12) months from effective date i.e. <DATE>, unless terminated earlier. Subject to satisfactory performance of the empanelled service provider, the Rate Contract is further extendable to another term of upto Twelve (12) months. Agreement between the firm and RSSC may be

terminated or the Firm may be disqualified, banned or suspended from business during the rate contract, for any breach including and not limited to the following:

- (a) it is found that the firm is unable to perform the work or can't maintain the safety & creative standards of the work or violates any of the conditions stipulated by the Department.
- (b) fails to execute a contract or fails to execute it satisfactorily;
- (c) no longer has the technical staff or equipment considered necessary;
- (d) is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation;
- (e) The firm is suspected to be doubtful loyalty to state.
- (f) the empanelled bidder participates in less than 25% of the bids during the quarter
- (g) The State Bureau of Investigation (SBI) or any other investigating agency recommends such a course in respect of a case under investigation. RSSC is prima-facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings
- (h) if the bidder, in the judgment of RSSC, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (i) if the Bidder submits to the RSSC a false statement which has a material effect on the rights, obligations or interests of RSSC.
- (j) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to RSSC

14. Amendment in Terms & Conditions:

Any amendments in the terms and conditions or the Work Order shall be in writing and applicable to all empaneled media agencies.

15. Jurisdiction:

All actions, legal proceedings and suits arising from or connected to these terms and conditions shall subject to the exclusive jurisdiction of courts in Jaipur, Rajasthan only and not elsewhere.



Signature of Bidder

Format of Bank Guarantee for Performance Security
(To be issued by a Scheduled Bank in India and properly stamped)
Bank's Name and Address of Issuing Branch

Beneficiary:

Secretary,
RSSC,
Jaipur-302 005

THIS DEED OF GUARANTEE executed on this the _____

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

In favour of, Secretary, RSSC, Government of Rajasthan having its office at Government Secretariat, Jaipur-302005, hereinafter referred to as "SECRETARY, RSSC", which expression shall, unless repugnant to the context or meaning thereof include its successors in office and assigns.

WHEREAS,

A. By the Agreement being entered into between SECRETARY, RSSC and _____, a company/ firm incorporated under the provisions of the Companies Act, 1956/ any other law, having its registered office/ permanent address at _____ hereinafter called the "Service Provider". The Service Provider has been selected for hiring of Services of Mobile LED Display Vans for Showing Promotion of Rajeev Gandhi Gramin Olympic of the State Government at Various Places in Rajasthan on approved rates.

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

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

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

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

The Guarantor shall not go into the veracity of any breach or failure on the part of the Service Provider or validity of demand so made by SECRETARY, RSSC and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Service Provider or any other person. The Guarantor's obligations

hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

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

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

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

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

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

SIGNED AND DELIVERED by

_____ Bank and Branch

by the hand of Shri _____

its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)



Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

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

Conflict of interest.-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- (i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:
 - (a) Have controlling partners/shareholders in common; or
 - (b) Receive or have received any direct or indirect subsidy from any of them; or
 - (c) Have the same legal representative for purposes of the bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
 - (e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or
 - (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, Work/supplies or services that are the subject of the Bid; or
 - (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to their Notice inviting Bids No.....Dated.....I/wehereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that :

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

Date :

Place:



Signature of bidder Place :

Name :

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Principal Secretary Youth Affairs & Sports Department Govt. of Rajasthan, The designation and address of the Second Appellate Authority is Principal Secretary Finance Deptt. Govt. of Rajasthan.

(1) Filing an appeal:-

if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued thereunder, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a bidder as successful the appeal may be filed only by a bidder who has participated in procurement proceedings: Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

(4) Appeals not to lie in certain cases:- No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement
- (b) Provisions limiting participation of bidders in the bid process
- (c) The decision of whether or not to enter into negotiations
- (d) Cancellation of a procurement process
- (e) Applicability of the provisions of confidentiality


(5) Form of Appeals:-

- (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee,
- (c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing Appeal:-

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be nonrefundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of appellate authority concerned.

(7) Procedure for disposal of Appeal:-

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

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

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

2. Procuring Entity's Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, Work/supplies or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.



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

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

