

BIDDOCUMENT
FOR
COMMUNICATION AND DESIGN WORKS

(2019-21)

Bureau of Investment Promotion

UdyogBhawan, Tilak Marg
Jaipur 302005,

Tel: 2227713, 2227812, 2227274

Email: bip.raj@nic.in

Bureau of Investment Promotion, Rajasthan
UdyogBhawan, Tilak Marg, Jaipur

NIB No. BIP/INFO/769

Date 15/11/2019

ONLINE OPEN COMPETITIVE BID

Bureau of Investment Promotion promotes Rajasthan as an investment destination. Amongst other activities, this involves designing and content development for promotional tools including high quality print material, exhibition designs, interactive CDs/pendrives, website/ web promotions, electronic promotions, presentations, films, etc.

Online E-bids under one stage two-envelope bidding process are invited from reputed, interested, eligible and experienced firms for design and communication for Bureau of Investment Promotion. The period of work would be two years from the date of signing of contract. Reputed firms are invited to submit unconditional Technical and Financial Proposals (Bids) to Bureau of Investment Promotion Jaipur for undertaking design and communication. Brief particulars of procurement are given below:

Name of Work	E-bid invited from	Estimated cost of work	Bid Security	Release of E-bid Advt. Date	Validity period of Bids	Time and date for submission of bid	Time and date for opening of bid
Rate Contract for	Reputed design	Rs. 40 lacs for 2 years	Rs. 80,000	15.11.2019	90 Days	26.11.2019 upto 2:	26.11.2019 at

design and commu nicatio n	and commu nicatio n firms					00 PM	4:00 PM
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The bid can be downloaded from <http://eproc.rajasthan.gov.in>, <http://sppp.raj.nic.in> (eProcurement portal of the State Government). Dully filled bids can be submitted online latest by 26.11.2019 by 2:00 PM. Bid Security of the requisite value in favour of Bureau of Investment Promotion, DD of Rs. 1000 for e-bid processing fee in favour of MD, RISL and Bid document fee of Rs. 1000 in favour of Bureau of Investment Promotion, Jaipur have to be deposited by 2:00 PM on 26.11.2019 in this office.

Commissioner Investment & NRIs,

Bureau of Investment Promotion, Jaipur

INVITATION FOR BIDS (IFB) & NOTICE INVITING BIDS (NIB)

Bid Reference No.: BIP/INFO/769

Dated: 15/11/2019

Name & Address of the Procuring Entity	Commissioner (Investment and NRI) Address: Bureau of Investment Promotion, UdyogBhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005
Name & Address of the Nodal Officer	Name: Smt. Nidhi A. Sen Designation: General Manager (Info.) Address: Bureau of Investment Promotion, UdyogBhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005 Email: bip.raj@nic.in
Subject Matter of Procurement	Design and Communication
Bid Procedure	One stage bidding – Two Envelope Open Competitive 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.	Websites: http://sppp.raj.nic.in , http://eproc.rajasthan.gov.in ,
Bidding document fee	INR 1,000/- (Rupees One Thousand only) in Banker's Cheque/ Demand Draft from a scheduled bank in favour Bureau of Investment Promotion, Jaipur payable at "Jaipur".
Processing Fee	INR 1,000/- (Rupees One Thousand only) by Bank draft in favour of M.D., RISL Jaipur
Estimated Procurement Cost	INR: 40 lakhs
Bid Security and Mode of Payment	Amount (INR): 80,000 Banker's Cheque/ Demand Draft from a scheduled bank in favour Bureau of Investment Promotion, Jaipur payable at "Jaipur".

	In case of eligible MSME Unit INR: 20,000
Clarifications	Last date of submitting clarifications requests by the bidder: 20.11.2019 by 11:30 AM Response to clarifications by procuring entity: by 21.11.2019
Manner, Start/ End Date for the submission	Manner: Online at eProcurement portal (http://eproc.rajasthan.gov.in) Start Date: 15.11.2019 End Date: 26.11.2019 at 2:00 PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee	From 11.00 AM onwards on 18.11.2019 and upto 02.00 PM of 26.11.2019
Date/ Time/ Place of Technical Bid Opening	Date: 26.11.2019 Time: 04.00 PM Place: BIP, Jaipur
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:

1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for bid document fee, RISL Processing Fee and Bid Security should be submitted in hard copies at the office of BIP 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 submit hard copies of the Banker's Cheque/ Demand Draft for Bid Document Fee, Bid Security, and RISL Processing Fee up to the date as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "Bureau of Investment Promotion Jaipur" payable at "Jaipur" from any Scheduled Commercial Bank. However, the e-processing fee should be drawn in of M.D., RISL Jaipur

3) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids without assigning any reason whatsoever.

4) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.

5) Procurement entity disclaims any factual or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.

6) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

INSTRUCTION TO BIDDERS (ITB)

1. Clarifications

(i) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.

(ii) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under:

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(a) Last date of submitting clarifications requests by the bidder: as per NIB

(b) Response to clarifications by procuring entity: as per NIB

(iii) The minutes /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/response into account in preparing their bids, and shall be published on the respective websites

2. Changes in the Bidding Document

(i) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

(ii) 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.

(iii) 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.

(iv) 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 such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity; provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

3. Period of Validity of Bids:

(i) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document i.e.90 days from the bid submission deadline. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.

(ii) 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.

(iii) 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 Submission of Bids

(i) Bidders must submit their bids online at e-Procurement portal i.e. **<http://eproc.rajasthan.gov.in>**.

(ii) All the documents uploaded should be digitally signed with the DSC of authorized signatory and uploaded only in PDF format with clear readability and prescribed filename as mentioned in the table below.

(iii) A Single Stage Two part system shall be followed for the Bid: -

(a) Technical Bid, including fee details, eligibility & technical documents

(b) Financial Bid

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. Bid Security: Bid security shall be 2% of the estimated value of subject matter of procurement (0.5% in case of MSME Unit as per RTPP Rule 42)

- (i) Bid security (BD) shall be solicited from all participating bidders
- (ii) Bid security shall be furnished offline by way of Bank Draft or Bankers Cheque of a Scheduled Bank in favour of BIP
- (iii) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- (iv) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - 1) when the bidder withdraws or modifies its bid after opening of bids;
 - 2) when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - 3) 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;
 - 4) when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - 5) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

(v) Notice will be given to the bidder with reasonable time before bid security is forfeited.

(vi) No interest shall be payable on the bid security.

6 Selection Method:

Selection Method shall be Least Cost Based Selection (LCBS) which shall be calculated on total price of all the items of FIN 1 (Grand Total as per BoQ- Financial Bid at e-Procurement). BIP may undertake bona-fide negotiations with L1 bidder, if required. A rate contract with the L1 bidder will be entered for the items as given in FIN 1. This Rate-Contract shall be valid for a period of 2 years from the date of issue of letter of Rate Contract to the successful bidder(s). Rate Contract may be extended as per RTPP Act and Rules on mutual agreement, on same terms and conditions

7. Execution of Agreement for Rate Contract

- (i) A procurement contract shall come into force from the date on which the letter of rate contract is dispatched to the bidder.
- (ii) The successful bidder shall sign the Agreement for Rate Contract (Annexure-5) within 15 days from the date on which the letter of rate contract or letter of intent is dispatched to the successful bidder.
- (iii) If the bidder, who has been selected for rate contract, fails to sign a written agreement for rate contract or fails to furnish the required security deposit 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 rate contract with the bidder and debar the bidder to participate in any future bid.

- (iv) The bidder will be required to execute the agreement for rate contract on a non-judicial stamp of specified value at its cost and to be purchased from anywhere in Rajasthan only.

8. Individual Work Order(s) Issued to Bidders under Rate Contract:

As per the project requirements, from time to time, the Purchaser shall issue individual work order(s) to the successful bidder(s) for delivery of various services, however the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from BIP. The individual work order(s) shall specify the quantity of various services to be delivered along with other relevant details.

9. Performance Security:

After receiving the letter of intent (LoI), the bidder shall be responsible to deposit the requisite Performance Security within the prescribed time period as specified in each LoI(s) prior to execution of agreement:

- (i) Performance Security shall be solicited from successful bidders
- (ii) The amount of Performance Security shall be 5% of the amount of estimated bid value in case of procurement of goods and services
- (iii) Performance Security shall be furnished in any one of the following forms: -
 - (a) Bank Draft or Banker's Cheque of a scheduled bank
 - (b) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank.
- (iv) Performance Security furnished in the form specified above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and defect liability period as specified in each individual work order(s).

(v) Forfeiture of Performance Security: Performance Security amount in full or part may be forfeited, in the following cases:-

- 1) When any terms and condition of the contract is breached.
- 2) When the bidder fails to make complete supply satisfactorily.
- 3) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

(vi) Notice will be given to the bidder with reasonable time before Performance Security deposited is forfeited.

(vii) No interest shall be payable on the Performance Security.

10. Grievance Redressal during procurement process

Any grievance of a bidder pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Appendix 6 to these ITC to the First or Second Appellate Authority, as the case may be, as specified below:

First Appellate Authority: The ACS/Principal Secretary, Department of Industries, Government of Rajasthan, Secretariat, Jaipur-302 005

Second Appellate Authority: Department of Finance, Government of Rajasthan

11. 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.

12. 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 liable to be punished in accordance with the provision of RTPP Act and Rules.

13. The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

TECHNICAL BID

BACKGROUND INFORMATION

Bureau of Investment Promotion (BIP) is a State Government organisation set up to promote business investments in Rajasthan. As a promotional agency, we showcase the State at various industrial forums and high profile events. For this, we require all promotional tools including high quality print material, exhibition designs, interactive CDs/pendrives, website/ web promotions, electronic promotions, presentations, films, etc. To achieve the desired impact on the target audience through our messages, we have to ensure that all our promotional material have the appropriate content and design input.

The firm that would be on our panel would be a team member, providing us with design and communication ideas, whenever required. The jobs would be given on assignment basis, at pre-determined rates, finalized on basis of the obtained financial bids. As you may see, we have drawn a comprehensive rate card, for you to fill up.

The work would include projects related to:

- Design for brochures and other print collaterals
- Interactive media design (web/interactive CD/pendrives/interactive presentations, etc)
- Documentary/Audio Visual development
- Website and Search Engine Optimization
- Exhibition/Conference design
- Any other

The steps of selection are as follows:

- Parties meeting the minimum pre-qualification shall be shortlisted.
- Financial bid of shortlisted parties shall be opened
- Selection Method shall be Least Cost Based Selection (LCBS) which shall be calculated on total price of all the items of FIN 1 (i.e. col. No.8) (Grand Total as per BoQ- Financial Bid at e-Procurement). BIP may undertake bona-fide negotiations with L1 bidder, if required. A rate contract with the L1 bidder will be entered for the items as given in FIN 1.
- The selected firm would be awarded work for any of the items mentioned in the rate card.

The projects will be given on assignment basis, at pre-determined rates, finalized on basis of the obtained financial bids.

The services would be required initially for a period of 2 years, which can be extended as per RTPP Act and Rules as applicable, on mutual terms as agreed by BIP and the selected bidder.

PRE-QUALIFICATION & ELIGIBILITY CRITERIA

1) Legal Entity” that may apply is as follows:

*The bidder should be a firm duly registered under prevalent Act/Rules.
(Copy of registration to be enclosed)*

2) At least 3 years' experience in designing and managing of the following communication materials:

- Brand Identity
- Print material including brochures, booklets, publications, etc.
- Interactive Presentations
- Website design and development
- Documentary/Short Films/AVs
- Event/exhibition/conference design
- Web promotion/Search Engine Optimization
- Print & Outdoor media design
- Social media management

(samples/work order /valid proof of work to be submitted as listed in the bid below)

3) The firm should have a minimum average annual turnover of Rs.1 crore in the last three financial years (2016-17, 2017-18, 2018-19) from communication design activities (Enclose CA Certificate and Financial Statements)

- 4) Complete in-house design studio with infrastructure and manpower also to be **located at Jaipur (it can be head office/ branch office)**
– Registration Certificate or related document to be submitted

5) A minimum team of the following at Jaipur office: **(Please enclose self attested CVs of each team member)**

- 3 graphic designers (degree or diploma-holders in commercial-art)
- 2 copy/content writers (Hindi & English)
- 3 Client Servicing/Account Management Executives (MBA/PGD IN Business Management)
- 2 web designers

- 1 Web developer
- 1 SEO Expert
- 2 Social Media Experts
- 1 Animation/Computer Graphic Expert(degree or diploma-holders in commercial-art or related field)
- 2 Video Editor

TECHNICAL BIDFORM

1. Bid for: Specialized firms providing one-stop Comprehensive Communication Design & Development Services
2. Name of the Firm/Company:

3. Postal address of the firm submitting tender:
 1. Address of Head Office

 2. Address of Jaipur Office

4. The Bid Document Fee amounting to Rs. _____ has been deposited vide Cash/DD No. _____ dated _____, Receipt/drawn on _____ (bank) _____ .

5. Nature of Ownership, in case of an organization (details of JV with foreign company if any)

6. Number of years of incorporation of the company/firm:
7. Average Annual turnover from communication design work (not including media releases, printing, production, trading of goods etc.) for last three years.

Turnover for year	31/3/2017	31/3/2018	31/3/2019	Avg.
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ended				Annual Turnover
Rupees >				

8. Certificate from statutory auditor and audited financial statements for the three previous financial years with CA's Registration Number / Seal.

9. GST Registration Certificate

10. PAN No

11. CVs of (at least but not limited to):

1. 3 graphic designers (degree or diploma-holders in commercial-art)
2. 2 copy/content writers (Hindi & English)
3. 3 Client Servicing/Account Management Executives (MBA/PGD IN Business Management)
4. 2 web designers
5. 1 Web developer
6. 1 SEO Expert
7. 2 Social Media Experts
8. 1 Animation/Computer Graphic Expert(degree or diploma-holders in commercial-art or related field)
9. 2 Video Editor

12. Detailed Agency Profile

13. Bid Security :

DD/Bankers Cheque No. _____ Amount
(Rs.)_____

Date_____

Drawn on _____

Important Clients/Successfully Completed Projects

(Parties will have to submit copies of the items /related work orders/valid proofmentioned below. Parties that fail to present any of these items at the time of presentation would be disqualified.)

(a) Print Design (Brochure, Publication, Booklet, etc.)

S No	Client	Details of design work/design products (Minimum 5; including at least 1 developed for any Govt. body) with related work order
1.		
2.		
3.		
4.		
5.		
6.		

(b) Documentary/Short Films

S No	Client	Details of design work/design products (Minimum 3; including at least 1 developed for any Govt. body) with related work order
1.		
2.		
3.		
4.		
5.		

(c) Exhibition/Conference/Event Design

S No	Client	Details of design work/design products (Minimum 3; including at least 1 developed for any Govt. body) with related work order
1.		
2.		
3.		

(d) Website Design and Development

S No	Client	URL (Mention minimum 3 URLs; including at
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		least 1 for any Govt. body) with related work order
1.		
2.		
3.		
4.		
5.		
6.		

(e) Brand Identity/Logo Design

S No	Client	Details of design work/design products (Minimum 3; including at least 1 developed for any Govt. body) with related work order
1.		
2.		
3.		
4.		
5.		

(f) Print Ad

S No	Client	Details of design work/design products (Minimum 5; including at least 1 developed for any Govt. body) with related work order
1.		
2.		
3.		
4.		
5.		

(g) Social Media

S No	Client	Details of design work/design products (Minimum 3; including at least 1 developed for
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		any Govt. body) with related work order
1.		
2.		
3.		
4.		
5.		

(h) **Interactive Design**

(multiple links developed for CD/pendrive)

S No	Client	Details of design work/design products (Minimum 3; including at least 1 developed for any Govt. body) with related work order
1.		
2.		
3.		
4.		
5.		

FINANCIAL BID

Communication material/Design related Rates

Please note:

- i. Only one rate to be mentioned against each item. Range of rates will not be accepted
- ii. Please and conditions carefully before filling the financial bid.
- iii. All items have to be filled read terms. Any item missing will invite disqualification
- iv. Amount to be filled in INR

Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder in Rs. P (EXCLUDING ALL TAXES)
1	2	3
1	Section A: Digital Media	
2	Linear Power Point Slide Presentation	
3	Development of linear Power Point Slide Presentation/Slide Show including content, design of all template screens, and slide transitions, without internal hyperlinks (per slide)	
4	Development of linear Slide Presentation/Slide Show in Flash including content, design of all template screens, and slide transitions, without internal hyperlinks, excluding 2-d/3-d animation of text/ visuals/graphics within slides (rate per slide)	
5	Development of linear Slide Presentation/Slide Show including content, design of all template screens, and slide transitions excluding 2-d/3-d animation of text/visuals/ graphics within slides (rate per slide)	
6	Finishing of linear Power Point Slide Presentation/Slide Show (text slides provided by client) including design of templates such as title slide, running slide, new section slide, concluding slide, and slide transitions (rate per slide)	
7	Insertion of Video-clip in Slide Presentation/ Interactive Presentation (Rate per video clip), excluding video conversion, editing charges.	
8	Insertion of Photo Gallery without category in Interactive Presentation with thumbnail and enlarged view, navigational controls, and slide show options (rate per 10 images)	
9	Insertion of Photo Gallery in Interactive Presentation with linear slide show option (rate per 10 images)	

10	Addition of download/save images feature to Photo Gallery (rate per 10 images)	
11	Multiple Background Music/ Sound Track Options in Interactive Presentation (Rate per additional (excluding one) Sound Track) excluding the cost of background music and sound composition	
12	Design of new link to existing Interactive Presentation including design of new pages (Rate per link)	
13	Addition of new link(s) to all existing relevant pages in existing Interactive (rate per page)	
14	Electronic Direct Mailer	
15	Content and design of Electronic Direct Mailer using images and text in html format with external hyperlinks	
16	Revision/ Updation/ Editing in existing Electronic Direct Mailer in terms of content, layout and HTML conversion (per emailer)	
17	Bulk Emailing Services • Sorting Data according to Email Software.	
18	• Conversion of Data into Format compatible to email software (CSV or TXT or XLS).	
19	• Creation of Email design in JPEG format	
20	• Conversion of JPEG into HTML format.	
21	• Uploading emailer on server.	
22	• Making it Browser Compatible	
23	• Add attachments in .jpeg, .pdf, .ppt, .swf, .zip, etc.	
24	• Adding 'Unsubscribe' Feature	
25	• Scheduling the date for posting of message	
26	• Adding Tracking feature	
27	• Email Reports for email-tracking(for every 1000 emails)	
28	Interactive Presentation	
29	Interactive Presentation with/without background music and 2D animation excluding video-editing, video insertion charges and animation charges (rate per link)	
30	Updation in existing Interactive Presentation without affecting the basic design or structure (Rate per link)	
31	Section B: PHOTO/AUDIO/VIDEO	

32	Video Spot/TVC/Audio-Visual/Documentaries/Short Films in HD Format Consolidated rate includes charges for script/storyboard, location recce, travel outside Jaipur upto 200 kilometers, artists, video shoot in HD format, editing, 2-D animation of text and graphics, titling/sub-titling/text, music, voiceover artist fee, mastering and studio charges. Exclusions: • Reimbursement at actual for journey beyond 200 km: Journey would be undertaken by rail (First Class/AC-2T) or by road or by air (if needed; economy class). The agency will have to submit supporting documents i.e. used tickets or bill for hiring vehicles etc. to support its claim. • Endorsements: Rates do not include endorsement fee or arrangement fee for endorsement made by top personality (artist/singer/ celebrity) Payment of Royalties: Payment of royalty/credit for copyright purposes to any public/private organization or person for using any input in production would be the responsibility of the agency	
33	Video Spot/TVC (Master Version)	
34	Upto 60 seconds	
35	Above 60 seconds (rate per 60 seconds)	
36	Video Spot Language Version (over and above the Master version)	
37	Upto 60 Seconds	
38	Above 60 seconds (rate per 60 seconds)	
39	Re-voiceover Charges	
40	Re-editing Charges	
41	Documentaries/Short Films (Master Version)	
42	Above 2 minutes upto 5 minutes	
43	Above 5 minutes upto 15 minutes	
44	Above 15 minutes upto 30 minutes	
45	Documentaries/Short Films Language Version (over and above the Master version)	
46	Above 2 minutes upto 5 minutes	
47	Above 5 minutes upto 15 minutes	
48	Above 15 minutes upto 30 minutes	
49	Radio Spot: Consolidated Rates for radio spot with script (with words and/or music)	
50	Duration upto 30 sec	
51	Duration 31 to 60 sec	
52	Duration above 60 sec (per 30 sec)	

53	Re-recording of voice-over and finishing of Radio Spot. These charges would be admissible if script is changed after production is carried out as per the approved script.	
54	Duration upto 30 sec	
55	Duration 31 to 60 sec	
56	Duration above 60 sec (per 30 sec)	
57	Radio Jingle/Song/Signature Tune: Radio creative which is partially or fully music-based, with original music composition	
58	Upto to 60 sec	
59	Duration above 60 sec (per 30 sec)	
60	Re-recording of Jingle/Song/ Signature Tune: These charges would be admissible if script is changed after production is carried out as per the approved script and artists have to be called again for recording.	
61	Upto to 60 sec	
62	Duration above 60 sec (per 30 sec)	
63	Conversion of video to various formats	
64	.avi or .mpg to .flv Format	
65	.mp4 to .flv/.vob Format	
66	.mov to .flv /.mp4/.avi Format	
67	.avi to .mpg/.mov/.mp4/.vob Format	
68	.swf to .flv Format	
69	Conversion of aspect ratio from 4:3 to 16:9 (or vice versa)	
70	Conversion into J2K format	
71	Conversion of Audio to various formats	
72	.wav to .mp3 Format	
73	.mp3 to .wav Format	
74	2D Animation clip/AV using still images, background music, text/graphic 2D animation, with/without voice over	
75	upto 60 sec	
76	Above 1 min upto 5 min	
77	Above 5 min upto 15 min	
78	3D Animation clip/AV using still images, background music, text/graphic 2D animation, with/without voice over	
79	upto 60 sec	
80	Above 1 min upto 5 min	
81	Above 5 min upto 15 min	

82	Recording of Audio clip voice over including script & studio charges	
83	Upto 30 sec	
84	Above 30 min upto 1 min	
85	Above 1 min (rate per additional 30 sec)	
86	Recording of audio clip for role play/screenplay including script & studio charges	
87	Upto 1 min	
88	Above 1 min upto 5 min	
89	Above 5 min upto 15 min	
90	SECTION C Web Site Design & Development	
91	Design of complete Responsive website including need assessment, planning of structure, features & functionalities, nomenclature of links, content development in English/Hindi, design of Home page and all GUIs (front-end and back-end/admin section pages) using CSS, DIV based, Web 2.0 techniques, CMS, etc. pursuing best practices of W3C standards with multiple browser compatibility. (Rate Per Page excluding domain name registration, hosting, server space and programming cost. These will be paid at actual on submitting invoice.)	
92	Quality Check/planning of structure or web architecture of website/web application and design implementation by Department's/State Government's software development agency (Rate per page/link)	
93	Programming/Development cost for website: Detailed analysis and Specification Building of the requirements. Understanding the requirements of the application, development of the database with all the data structures. Effective planning for developing methodologies & procedures for quality assurance. Employing the latest technology of Web 2.0 technologies and working out all the navigational & accessibility issues. Preparation of Document to understand the entire work-flow. W3C standard validation, user friendly navigation, Browser compatibility, Search engine friendliness incorporating Cascading Style Sheets (CSS for easy layout changes), Rollover menus, multiple menus. Complete testing and debugging of the website (Conducting Integration testing, Scalability testing, resolution testing and cross-browser compatibility testing) (Rate per page/link)	
94	Design of Home Page only, including need assessment, planning of structure & quick-links, features & functionalities, nomenclature of links and content in English/Hindi	
95	In JPEG/PSD format	
96	In HTML/ASPX/PHP format	

97	GUI design of front-end web pages (per page)	
98	In JPEG/PSD format	
99	In HTML/ASPX/PHP format	
100	SECTION D Mobile Application Development (iPhone, iPad, Android, Windows and Blackberry) Complete Mobile App Development from Design to development of either Native or Browser or Hybrid applications including concept development, information design & architecture, prototyping, UI & UX design, features & functionalities, nomenclature of links, content development in English/Hindi, design of Splash page and all GUIs (front-end pages) using coding as per SDK guidelines (Frameworks, C, C++, Java programming, back-end development and integration) Content Management System & Database Integration, debugging (excluding Developer Account Setup and App registration cost)	
101	Designing of App screens (rate per screen)	
102	Adaptation of designs in multiple screen sizes as per device & orientation (rate per screen)	
103	Application Development (rate per man-hour)	
104	Integrating Static Links (rate per man-hour)	
105	Integrating Pop Up Ads (rate per man-hour)	
106	Updation in existing app (rate per man-hour)	
107	Preparation for App Store Submission & uploading app in App Store	
108	Conversion of App from one platform to the another (rate per man-hour)	
109	SECTION E PRINTING	
110	Invitation card printing (7" x5") on ChaggaCandido 260 gsm paper including 1-2 color screen printing & matte gold embossing (per card)	
111	Envelope (7.25" x 5.25") on Regina Blanc 100 gsm paper including 1-2 color screen printing & matte gold embossing (per envelope)	
112	SECTION F: Organisation/Brand/Project Identity	
113	Organisation/Brand/Project Identity Graphic unit and brand colours including Brand Guideline and Templates for:	
114	• Visiting Card	
115	• Letter head	
116	• CD/DVD surface	
117	• Envelope	
118	• E-mail signature	

119	• Power-point presentation slide template	
120	Graphic Unit for special purpose use (conference, event, etc.)	
121	Namestyle Unit only without graphic for special purpose use	
122	Development of 2-D Mascot/Character illustration (per character)	
123	Adaptation of Mascot/ Character in different poses for use in various materials (per rendering)	
124	SECTION G: PHOTOGRAPHY AND VIDEOGRAPHY including camera & photographer's fee excluding cost of models and props(high-resolution digital)	
125	Creative Photography assignment charges for print & electronic mediums including special lights, if required (per day)	
126	Photography for event/ conference/workshop coverage	
127	Full day (upto 8 hours)	
128	Half day (upto 4 hours)	
129	Photography with Drone in HD Format (per day)	
130	Professional Video Shoot (HD Format) Video Shoot for event/ conference/workshop coverage including camera & tripod charges & cameraman's fee, excluding the cost of media	
131	Full day (up to 8 hours)	
132	Half day (up to 4 hours)	
133	Video Shoot for Interview/ Byte capturing including camera & tripod charges & cameraman's fee, lapel mic but excluding the cost of media (per day)	
134	Video shoot for interview/byte in 4K format (per day)	
135	Creative Video Shoot including recce, camera, tripod charges & cameraman's fee, Director's fee, crew charges excluding the cost of media (per day)	
136	Creative video shoot in 4K format including recce, camera, tripod charges & cameraman's fee, Director's fee, crew charges excluding the cost of media (per day)	
137	Video Shoot with Drone in HD Format (per day)	
138	Video Shoot Equipment on hire including operator/operating crew (per day)	
139	26' Manually-operated Crane	
140	32' Manually-operated Crane	
141	26' Jimmy Jib Crane	
142	32' Jimmy Jib Crane	
143	Straight/round tracks and trolley	
144	HMI 2.5 kv Light	
145	Solar 2 kv Light	

146	Multi 20 Light	
147	Multi 10 Light	
148	Baby Light	
149	Boom Rod Mic	
150	Lapel Mic	
151	Wide angle lens attachment	
152	Fish-eye lens attachment	
153	Audio mixer	
154	Video mixer	
155	Electric trolley	
156	Cutter stand	
157	Extension Board	
158	Reflector	
159	Generator	
160	SECTION H PRINT MATERIAL (Per item) Content editing, design and layout, digital artwork of (excluding third party costs like photo sourcing, photography, pre-press scanning, etc.) (Content will be provided by BIP):	
161	Annual Report	
162	Cover (upto 4 surfaces)	
163	Thematic Pages (per surface)	
164	Financial Pages (per surface)	
165	Leaflet (per surface)	
166	Corporate/Promotional Publication (Brochures/ Booklets/Souvenir, etc.)	
167	Cover (4 surfaces)	
168	Inner Page (per page)	
169	Folder	
170	Folder (per surface)	
171	Folder with Pocket	
172	Planner/Note Book/Diary	
173	Cover (4 pages)	
174	Regular inner sheet (Per surface)	
175	Thematic/Separator sheet (Per surface)	
176	Calendar (Per side)	
177	CD/DVD Surface Design	
178	Pen drive Surface design	
179	3-Dimensional Informative mailer including concept & design (excluding production)	
180	Creative Greeting/ Invitation	

181	Concept & design (per surface)	
182	3-Dimensional invitation concept & design (excluding production)	
183	Identity Card	
184	Master Design (per surface)	
185	Adaptation (per adaptation)	
186	Delegate Card	
187	Master Design (per surface)	
188	Adaptation (per adaptation)	
189	Corporate Giveaway (Concept & Design) excluding production	
190	Poster design	
191	Box Design	
192	Data Entry (per 500 words)	
193	Rework/Updation/Revision in the existing publication in terms of content and layout, and digital artwork (Per page)	
194	Re-sizing of existing Document/Publication/Brochure, etc. without any content changes (per page)	
195	Image-based static visual communication including any of image, graphic, text, etc. for posting on social media or internet (per visual)	
196	Carry bag design	
197	Certificate	
198	CD/DVD Case/Cover design	
199	Pendrive Case/Cover design	
200	Scheme Card/Credit Card design	
201	Mug design	
202	T-shirt Design	
203	Newsletter (with research, article writing, photograph sourcing, layout)	
204	Mast/Format design	
205	First 4 pages	
206	Each additional set of 4 pages (per set)	
207	Badges/lapel Pin (per surface)	
208	Lanyard	
209	Cap Design	
210	Mouse Pad Design	
211	Customization of Collaterals (per adaptation)	
212	Exhibition Booth Design	
213	Theme & layout for Exhibition Booth	
214	Design & digital artwork of panel (per panel)	

215	Layout for Raw Space	
216	3D installation design	
217	Event Stage setting & backdrop structure design	
218	Electronic Backdrop for Watchout	
219	Slides for Watchout	
220	Audio Visual content for Watchout with script, animation, background music,with/without voice over using text, images and/or videos (upto 30 sec)	
221	Backdrop for events	
222	Wall Treatment (with images and/or graphics)	
223	Voucher/ticket/coupon design	
224	Gift Tag/Sticker (per surface)	
225	Wrapping paper design (per surface)	
226	Customisation of Collaterals (per adaptation)	
227	Design for Mass Media	
228	Design for Daily Press/Magazine (Design including Concept, Content / Copy, and artwork; but excluding scanning and all third party input costs)	
229	(Rate per creative)	
230	Updation/Revision in text/Size adaptation of existing/ approved mass media creative (per creative)	
231	Conversion of existing/ approved colour mass media creative into black & white (per creative)	
232	Advertorial for daily press/magazine (content, layout and digital artwork) Magazine (per page)	
233	Advertorial for daily press/magazine (content, layout and digital artwork) Newspaper: Quarter page	
234	Advertorial for daily press/magazine (content, layout and digital artwork) Newspaper: Half page	
235	Advertorial for daily press/magazine (content, layout and digital artwork) Newspaper: Full page	
236	SECTION I: Out-of-home: Design and digital artwork (excluding scanning and all third-party input costs)	
237	Banner/Kiosk/Bus Back Panel design	
238	Hoarding / Unipole / Gantry design	
239	Bus Shelter design (all surfaces)	
240	Vehicle Design (Each Surface)	
241	Complete Vehicle Design	
242	Signage design	
243	Wall painting design	
244	Stand-alone Panel design	

245	Resizing/updation of existing out-of-home creative without any content changes (per adaptation)	
246	SECTION J: VISUALS	
247	Complex illustration (per item)	
248	Data representation/ graphs/charts (per item)	
249	Development of outline maps (non-cartographic/non-GIS illustrations) (per map)	
250	Image scanning and basic enhancement (per sq. inch)	
251	Heavy system-work at 300 dpi (per sq. inch)	
252	Digital Collage at 300 dpi for print (per sq. inch)	
253	Digital Collage for web/ presentations (per sq. inch)	
254	3D modelling, texture mapping and final rendering in 3D Studio Max of the given 2D drawing (per man hour)	
255	SECTION K: Content Work	
256	Translation (material provided by BIP)	
257	English to Hindi (per 100 of source language)	
258	Hindi to English (per 100 of source language)	
259	Revision/ Updation/ Editing	
260	English (per 100 words of source material)	
261	Hindi (per 100 words of source material)	
262	Speech Writing	
263	Hindi (per 100 words)	
264	English (per 100 words)	
265	Letter Writing	
266	Hindi (per 100 words)	
267	English (per 100 words)	
268	Article/ Writeup/Document	
269	Hindi (per 100 words)	
270	English (per 100 words)	
271	Press release	
272	Hindi (per 100 words)	
273	English (per 100 words)	
274	Coordination fee for translation & type setting from / into languages other than English and Hindi as a % of the translator's bill. (Such translations and type setting will be paid for at actuals)	
275	Section L: Bulk SMS Sending	
276	• 9am to 9pm Delivery	
277	• No DND number Delivery	
278	• No Sender id	
279	Task includes:	
280	• Sorting and Conversion of data according to SMS software	
281	• Managing dissemination and Sending	

282	• Scheduling	
283	• SMS Copy in 160 characters	
284	It is to be noted that the above lists are non-exhaustive, and tasks of similar competency can be assigned to the selected bidder's list of services.	
285	Section M: Social Media Management	
286	Creating Profile page (if needed) for Social networking sites (Like Facebook, LinkedIn, Twitter, Instagram) and maintaining the pages on a monthly basis. Content development for 8 - 10 posts to include text/visual-based content; Audio-visual, slide show etc. Advertising fee to be paid at actual. [Rate per platform/ per month].	
287	Section N: Bulk Emailing services	
288	• Sorting Data according to Email Software.	
289	• Conversion of Data into Format compatible to email software (CSV or TXT or XLS).	
290	• Creation of Email design in JPEG format	
291	• Conversion of JPEG into HTML format.	
292	• Uploading emailer on server.	
293	• Making it Browser Compatible	
294	• Add attachments in .jpeg, .pdf, .ppt, .swf, .zip, etc.	
295	• Adding 'Unsubscribe' Feature	
296	• Scheduling the date for posting of message	
297	• Adding Tracking feature	
298	• Email Reports for email-tracking (for every 1000 emails)	
299	Section O: Digital Flip Book	
300	Conversion of an existing/printed publication (brochure/book/booklet/etc. from soft copy) into a Flip-book with digital pages and easy navigation, flipping pages with features like indexing, search, print, mail, save excluding animation (Per page)	
301	Section P : Website for Mobile/Cell Phone	
302	Design and development of Mobile site's homepage	
303	Design and development of static Mobile site (rate per link)	
304	Development of form/dynamic links within the mobile site (with database)	
305	Development of form/dynamic links within the mobile site (without database)	
306	Photo Gallery application within the Mobile site	
307	Updation in Existing Mobile website in text, images, etc without affecting the basic design or structure (rate per revised link)	

308	Section Q : CONSULTATION CHARGES (If the meeting requires travel out of Jaipur, cost of travel and accommodation during travel will be borne by BIP according the BIP TA/DA rules for DGM level)	
309	Consultation on marketing support/strategy/roll-out plan (cost per meeting)	
310	Consultation on vendor coordination (production agencies of BIP) (cost per meeting)	
311	Production supervision & coordination with vendors (as a percentage of vendor's bill)	
312	Section R : SEO (Search Engine Optimization) keywords to be targeted: upto 25	
313	Onpage Optimization (Rate per month):	
314	Meta Tag Optimization	
315	Title Tag Optimization	
316	Code Optimization & Modifications	
317	Broken Link Check	
318	Alt Tag Optimization	
319	URL Mode Rewrite	
320	XML Sitemap + Rss Feed	
321	Content Optimization	
322	Offpage Optimization (Rate per month):	
323	Google Analytics & Webmaster Account Setup	
324	Website Submissions to Search Engines (Google, Bing & Yahoo)	
325	Manual Directory Submission	
326	Manual Article Submission	
327	Press-Release Submission	
328	Blogs Promotion	
329	Article Submission	
330	Social Book Marking (SBM)	
331	Cost per extra set of 5 Keywords (over and above 25 keywords)	
332	Offpage SEO specific Content Development in English (For Blog, Article & Press-Release Submission) (rate per 100 words)	
333	Section S : CREATIVE FOR MOBILE/DIGITAL MEDIA excluding sending/circulation	
334	Static creative design (per creative)	
335	Adaptation of existing creative for mobile/social media (per creative)	
336	Video-based creative for mobile (per video)	
337	Low resolution render of existing Video for mobile (per video)	

338	Design of Infographics for use in Social Media/digital/Print media (per infographic)	
339	Section T : SPLASH PAGE/ LANDING PAGE for Electronic mail/internet advertising campaigns (rate per page)	
340	Design & Development of Static Splash Page in HTML format excluding form	
341	Design & Development of Static Splash Page in HTML format including form	
342	Design & Development of Animated Splash Page in HTML format excluding form	
343	Design & Development of Animated Splash Page in HTML format including form	
344	Section U : MOBILE APPLICATION DEVELOPMENT	
345	(iOS, Android and Windows)	
346	Complete Mobile App Development from Design to development of either Native or Browser or Hybrid applications including concept development, information design & architecture, prototyping, UI & UX design, features & functionalities, nomenclature of links, content development in English/Hindi, design of Splash page and all GUIs (front-end pages) using coding as per SDK guidelines (Frameworks, C, C++, Java programming, back-end development and integration) Content Management System & Database Integration, debugging (excluding Developer Account Setup and App registration cost)	
347	Designing of App screens (rate per screen)	
348	Adaptation of designs in multiple screen sizes (rate per device & orientation)	
349	Application Development (rate per man-hour)	
350	Integrating Static Links (rate per man-hour)	
351	Integrating Pop Up Ads (rate per man-hour)	
352	Updation in existing app (rate per man-hour)	
353	Preparation for App Store Submission & uploading app in App Store (rate per App Store)	
354	Conversion of App from one platform to the another (rate per man-hour)	
355	Section V : WEB-SITE UPDATION	
356	Addition of new link to existing web-site including design of new pages (per page)	
357	Integration of new link within existing link structure (per page)	
358	Addition of new links to existing web-site leading to another URL/pdf/etc. (per link)	
359	Addition of new links to existing web-site leading to pop-up/slider (per link)	
360	Removal of links/pages from existing web-site (affecting the existing structure) (per page removed)	

361	Updation in existing Web-site in text, images, etc. without affecting the basic design or structure (Rate per revised link)	
362	Insertion of video-clip in web-site (Rate per video clip), excluding video conversion, editing, compression charges	
363	Design of static web-banner with image/text/graphics for promotion (per banner)	
364	Design of a landing page with image/text/graphics for promotion (per page)	
365	Design of a landing page including Form with DB using image/ text/ graphics for promotion (per page)	
366	Annual Website Maintenance (per website per month) (Content for updation will be provided by the Department) excluding:	
367	· Redesign of site	
368	· Design of New pages	
369	· Script/application - adding, editing, removing or installing any scripts, application or software to the existing website	
370	Design of Website Home Page only, including need assessment, planning of structure & quick-links, features & functionalities, nomenclature of links and content in English/Hindi (Delivered in JPEG/PSD format)	
371	Design of Home Page only, including need assessment, planning of structure & quick-links, features & functionalities, nomenclature of links and content in English/Hindi (Delivered in HTML/ASPX/PHP format)	
372	GUI design of front-end web pages (per page)	
373	(Delivered in JPEG/PSD format)	
374	GUI design of front-end web pages (per page)	
375	(Delivered in HTML/ASPX/PHP format)	
376	Third Party costs like domain name registration, server space for hosting and server administration, payment gateways, buying of pre-developed/off-the-shelf, external modules, extensions, plug-ins, components, etc. will be paid at actual. Agency management fee (for coordination of these will be paid over and above the supplier's bill) (% fee)	

GST as applicable will be payable extra on each invoice

SPECIAL TERMS & CONDITIONS

1. The department will pay only for the finished work and will not bear the cost of wastage and trial or unfinished work, if any.
2. The bidder would ensure that the direction provided by the client is carried out without errors. If the bidder fails to carry out the directions he will be liable for suitable action/penalty
3. Although, the schedule for delivery of services would be fixed in advance, yet the bidder may be required to provide services at a very short notice.
4. The bills raised for the jobs would be as per the rate card finalized between the BIP and the bidder.

GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

2. 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 Procuring Authority 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 Services 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) “Purchaser”/”Procuring Authority” means the entity procuring the services, as specified in the bidding document.

h) “Related Services” means the services incidental to the training, and other similar obligations of the successful/ selected bidder under the Contract.

i) “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.

j) “The Site,” where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions of the services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

3. 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.

4. 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 Procuring Authority and the 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 Contractor 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) Waiver: 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. Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful / selected bidder and the Procuring Authority, shall be written in English language only. Supporting documents that are part of the Contract may be in another language provided they are accompanied by an accurate translation (either English or Hindi) 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.

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.

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.

8. Scope of Services

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

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

9. Delivery of services

- a) Subject to the conditions of the contract, the delivery of the services and completion shall be in accordance with the schedule approved and provided to the selected bidder by BIP.
- b) The contract for the services can be repudiated at any time by the Officer in charge, if the service delivery is not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

10. Selected Bidder's Responsibilities

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

11. 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.

12. Risk & Cost Recovery: In case of non-execution of work or denial to execute work due to any reasons on the expected time, BIP shall be free to get the work done on risk and cost basis from any other vendor and a recovery of risk & cost thereto shall be made from the successful bidder by BIP.

13. Recoveries from Selected Bidder

- a) Recovery of liquidated damages or penalties shall be made ordinarily from bills.
- b) The Procurement Officer shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the satisfaction of the Procurement Officer. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with BIP.
- c) The balance, if any, shall be demanded from the Selected Bidder and when recovery is not possible, the Procurement Officer shall take recourse to law in force.

14. Taxes & Duties

- a) GST should not be included in the bid price and shall be paid/ deducted at source by BIP separately on prevailing rates. Other Taxes as applicable will be extra and paid by BIP
- b) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the contract.

15. Copyright

The copyright in all materials containing data and information furnished to the Purchaser by the Selected Bidder herein shall remain vested in the BIP, or, if they are furnished to the Purchaser directly or through the Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

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 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 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 Selected Bidder need to share with BIP 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.

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 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.

18. Validity of Rate Contract

The rate contract shall be valid for a period of Two Year from the date signing of Agreement between the selected bidder and BIP. The contract may further be extended on same terms and conditions of the Rate Contract, agreed mutually by both parties as per the RTPP Act 2012 and Rules 2013.

- 19.** The services provided 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.

20. Termination

a) Termination for Default

The tender sanctioning authority may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in part: -

- i) If the 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 BIP; or
- ii) If the 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 iii) If the 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.
- iv) If the selected bidder commits breach of any condition of the contract.
- v) If BIP terminates the contract in whole or in part, amount of PSD may be forfeited.
- vi) 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

BIP may at any time terminate the Contract by giving a written notice to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the 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 BIP.

c) Termination for Convenience

BIP, by a written notice of at least 30 days sent to the 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 selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

21. Settlement of Disputes

a) General: In the case of a dispute or difference arising between the Tendering authority and the successful bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be decided as per the provisions of The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment's thereof, shall apply to the arbitration proceedings.

b) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction at Jaipur, where agreement has been executed and by no other court.

22. Payment Terms and Schedule

a) Payment schedule - Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under:

100% of the cost as provided in the financial bid format, after deducting LD (if any)

Payment shall be released after approval of the said documents and deliverables as submitted to BIP.

b) Documents Required, whichever applicable for desired deliverables, to be submitted to BIP for Payment

i. Deliverables approved by designated in-charge officer

ii. Bills/Invoices

c) Due payments shall be made promptly by the purchaser, on submission of an invoice or request for payment by the selected bidder.

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

e) All remittance charges will be borne by the selected bidder.

f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

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

h) Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.

23. ARBITRATION:

Any and all claims, disputes, controversies or differences arising between the parties out of or in relation to or in connection with this agreement or with a breach thereof, which cannot be satisfactorily settled by correspondence or mutual conference between the parties hereto, shall be determined by arbitration. Head of the organisation i.e. Commissioner BIP will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. The venue of such arbitration shall be Jaipur and the language of arbitration shall be in English.

SIGNATURE OF TENDERER

ANNEXURE-1: BIDDER'S AUTHORIZATION CERTIFICATE

{to be filled by the bidder}

To,
Commissioner (Inv. & NRIs),
Bureau of Investment Promotion,
UdyogBhawan, Jaipur

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's Name: -

Signature

Seal of the Organization: -

Date:

Place:

ANNEXURE-2: SELF-DECLARATION

{to be filled by the bidder}

To,
Commissioner (Inv. & NRIs),
Bureau of Investment Promotion,
UdyogBhawan, Jaipur

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 due to 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, does not have its affairs administered by a court or a judicial officer does 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 have not 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.

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: -

Authorized Signatory's Name: -

Signature

Seal of the Organization: -

Date

Place

**ANNEXURE-3: CERTIFICATE OF CONFORMITY / NO
DEVIATION - DECLARATION BY BIDDER**

{to signed by selected bidder}

To,
Commissioner (Inv. & NRIs),
Bureau of Investment Promotion,
UdyogBhawan, Jaipur

CERTIFICATE

This is to certify that I/we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the 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 to meet the desired Standards set out in the bidding Document.

I/We declare that I am/we possess necessary registrations under all acts / rules / laws of the Union of India and the State of Rajasthan necessary to provide the services through this bid for which we have quoted.

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

Thanking you,

Name of the Bidder: -

Authorized Signatory's Name: -

Signature

Seal of the Organization: -

Date:

Place:

ANNEXURE-4: FINANCIAL BID COVER LETTER & FORMAT COVER

LETTER {to be submitted by the bidder on his Letter head}

To,

Commissioner (Inv. & NRIs),

Bureau of Investment Promotion,

UdyogBhawan, Jaipur

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, 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 of services prescribed.

The quote/ price are inclusive of all cost likely to be incurred for executing this work except taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.

I / We undertake, if our bid is accepted, to deliver the services in accordance with the schedule specified in the RFP document.

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 ____ 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 other 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's Name: -

Signature

Name:

Designation:

ANNEXURE-5:

CONTRACT AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made the [day number] day of the month of [month], [year], between, on the one hand, The Commissioner Investment & NRIs, Bureau of Investment Promotion, UdyogBhawan, Jaipur-302 005 (hereinafter called the "Client") and, on the other hand, [name of Firm] (hereinafter called the "bidder").

WHEREAS:

(a) The Client has requested the bidder to provide services Design and Communication as defined and described in this Contract (herein after called the "Services")

(b) The bidder, having presented to the Client 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;

(c) The successful bidder 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 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:

- (a) The Scope of Work, Technical and Financial Proposals (Bids) submitted by the bidder
- (b) The Statement of Outcomes of Negotiations
- (c) The Terms & Conditions and General Terms & Conditions of Tender & Contract

2. The mutual rights and obligations of the Client and the bidder shall be as set forth in the Contract, in particular:

- (a) the bidder shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the bidder in accordance with the provisions of the Contract.
- (c) The contract will be valid for 24 months from the date of signing of the contract.

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

FOR AND ON BEHALF OF (THE Bidder)

Witness 1

(Name)

(Designation)

(Address)

Witness 2

(Name)

(Designation)

(Address)

FOR AND ON BEHALF OF THE BUREAU OF INVESTMENT
PROMOTION

Witness 1

(Name)

(Designation)

(Address)

Witness 2

(Name)

(Designation)

(Address)

ANNEXURE-6: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/Second Appellate Authority)

Particulars of appellant:

- a. Name of the appellant :< please specify>
- b. Official address, if any: <please specify>
- c. Residential address :< please specify>

Name and address of the respondent(s):

- a. <please specify>
- b. <please specify>
- c. <please specify>

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>

If the Appellant proposes to be represented by a representative, the name and postal address of the representative :< please specify>

Number of affidavits and documents enclosed with the appeal :< please specify>

Grounds of appeal (supported by an affidavit):<please specify>

Prayer :< please specify>

Place

Date

Appellant's Signature

**ANNEXURE-7: Format for Clarifications to be sent to
bip.raj@nic.in**

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 RFP Document	Particulars of the query / clarification	Remarks of BIP

Authorized Signatory Designation

The bidder should send the queries through official e-mail IDs only.

Annexure - A

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of interest:-

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

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's

performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

a. have controlling partners/ shareholders in common; or

b. receive or have received any direct or indirect subsidy from any of them; or

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

d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. the Bidder participates in more than one Bid in a bidding process.

Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or

f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or

g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Annexure B

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is
.....

The designation and address of the Second Appellate Authority is
.....

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be tiled only by a Bidder whose Technical Bid is found to be acceptable.

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

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

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

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of

a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

- (i) hear all the parties to appeal present before him; and
- (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the

Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

- (i) 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.