

RFP DOCUMENT
FOR
COMMUNICATION AND DESIGN WORKS

UBN No.:

(2022-24)

Bureau of Investment Promotion

Udyog Bhawan, Tilak Marg

Jaipur 302005

Tel: 2227713, 2227812, 2227274

Email: bip.raj@nic.in

Bureau of Investment Promotion, Rajasthan
Udyog Bhawan, Tilak Marg, Jaipur

NIB No. BIP/Info/86

Date 19th May, 2022

ONLINE OPEN COMPETITIVE RFP

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 (RFPs) to Bureau of Investment Promotion Jaipur for undertaking design and communication. Brief particulars of procurement are given below:

Name of Work	E-RFP invited from	Estimated cost of work	Bid Security	Release of E-RFP Advt. Date	Validity period of RFPs	Time and date for submission of RFP	Time and date for opening of RFP
Rate Contract for design and communication	Reputed design and communication firms Selection	Rs. 1.5 cr for 2 years	Rs. 3,00,000 (Rs. 75,000 for MSMEs)	20.5.2022	90 Days	9.06.2022 upto 2:00 PM	09.06.2022 at 4:00 PM

	Method: QCBS						
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The RFP can be downloaded from <http://eproc.rajasthan.gov.in>, <http://sppp.raj.nic.in> (eProcurement portal of the State Government). Dully filled RFPs can be submitted online latest on 09.06.2022 by 2:00 PM. RFP Security of the requisite value in favour of Bureau of Investment Promotion, DD of Rs. 1000 for e-RFP processing fee in favour of MD, RISL and RFP document fee of Rs. 1000 in favour of Bureau of Investment Promotion, Jaipur have to be deposited by 2:00 PM on 09.06.2022 in this office.

**Commissioner Investment & NRIs,
Bureau of Investment Promotion, Jaipur**

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

Data Sheet

Date of Publishing NIB on E-proc, SPPP	20.05.2022
Date from which bid document can be downloaded from E-proc, SPPP	20.05.2022
Last Date and time for submitting Pre-bid Queries	12.00 Noon on 24.05.2022
Pre- bid Meeting	12.00 Noon on 26.05.2022
Reply of Pre-bid Queries to be uploaded (Format for queries at Annexure - 5)	28.05.2022
Manner, Start/ End Date for the submission	Manner: Online at eProcurement portal http://eproc.rajasthan.gov.in Start Date: 29.05.2022 End Date: 09.06.2022 at 2:00 PM
Date/ Time/ Place of Technical RFP Opening	Date: 09.06.2022 Time: 04.00 PM Place: BIP, Jaipur
Date of Technical Presentation	To be informed to technically qualifying bidder separately
Date/ Time/ Place of Financial RFP Opening	Will be intimated later to the Technically qualified bidders

Name & Address of the Procuring Entity	Commissioner (Investment and NRI) Address: Bureau of Investment Promotion, Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005
Subject Matter of Procurement	Design and Communication
Assignment Duration	2 years and can be further extended as per provisions of RTPP Act 2012 and Rules,2013 on mutual agreed terms & conditions of this contract based on availability of budget
Estimated Procurement Cost	INR: 1.5 crores for 2 years
Bidding Procedure	One stage bidding – Two Envelope Open Competitive Bidding Procedure at http://eproc.rajasthan.gov.in
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
Bid Security	Rs. 3,00,000 (Rs. 75,000 for MSMEs)
Submission of Banker's Cheque/ Demand Draft for Tender Fee, RFP Security, and Processing Fee	From 11.00 AM onwards on 29.05.2022 and upto 02.00 PM of 09.06.2022
RFP Validity	90 days from the RFP submission deadline
RFP Evaluation Criteria	Selection Method Quality-Cost-based Selection (QCBS)

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 RFP/ cover.

2) In case, any of the bidders fails to submit hard copies of the Banker's Cheque/ Demand Draft for RFP Document Fee, RFP Security, and RISL Processing Fee up to the date as mentioned in NIB, its RFP shall not be accepted. The

Banker's Cheque/ Demand Draft for bidding document fee and RFP 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 RFP Security amount, Bid Processing Fee for RISL and the Bid Application Fee amount have to be deposited offline/online to BIP as per directions, up to **2 pm by 09.06.2022** Details for online transfer of Bid Application Fee, Bid Security, and RISL Processing Fee:

- Name of Bank: Bank of Baroda
- Branch: Udyog Bhawan, Tilak Marg, Jaipur
- Name of Beneficiary: Bureau of Investment Promotion
- Account No: 14630100011658
- IFSC Code: BARB0JAICOM
- Type of Account: Saving Bank Account

4)The procuring entity reserves the complete right to cancel the RFP process and reject any or all of the RFPs without assigning any reason whatsoever.

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

6) Procurement entity disclaims any factual or other errors in the RFP 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 RFP-proposal.

7) 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 RFP document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

INSTRUCTION TO RFPDERS (ITB)

1. Response to Clarification

1.1) Interested bidders may seek clarification on any aspect pertaining to this RFP Document. The query related to the RFP could be sent to the BIP on email bip.raj@nic.in prior to 12 pm on 24.05.2022 as per the format at Annexure - 5.

1.2) A pre-bid meeting will be held for the interested bidders in Board Room of BIP at 12.00 noon on 26.05.2022 for clarifications required on any aspect pertaining to this RFP Document.

1.3) Amendments/clarifications, if any, in the RFP document will be uploaded on e-procurement and SPPP portal of the Government of Rajasthan on 28.05.2022.

1.5.4) All the interested bidders are advised to seek clarification /query/s and, if any and also attend the pre-RFP meeting for the same.

2. Changes in the RFP Document

(i) At any time, prior to the deadline for submission of RFPs, 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 RFP document by issuing an addendum in accordance with the provisions below.

(ii) In case, any modification is made to the RFP document or any clarification is issued which materially affects the terms contained in the RFP document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial RFP document.

(iii) In case, a clarification or modification is issued to the RFP document, the procuring entity may, prior to the last date for submission of RFPs, 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 RFPs.

(iv) Any bidder, who has submitted his RFP 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 RFPs, when changes are made to the RFP document by the procuring entity; provided that the RFP last submitted or the RFP as modified by the bidder shall be considered for evaluation.

3. Period of Validity of RFPs:

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

(ii) Prior to the expiry of the period of validity of RFPs, the procuring entity, in exceptional circumstances, may request the bidders to extend the RFP validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of RFP and in such circumstances RFP security shall not be forfeited.

(iii) Bidders that agree to an extension of the period of validity of their RFPs shall extend or get extended the period of validity of RFP securities submitted by them or submit new RFP securities to cover the extended period of validity of their RFPs. A bidder whose RFP security is not extended, or that has not submitted a new RFP security, is considered to have refused the request to extend the period of validity of its RFP.

4. Format and Submission of RFPs

(i) Bidders must submit their RFPs 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 RFP: -

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

(b) Financial RFP

The bidder should ensure that all the required documents, as mentioned in this RFP document, are submitted along with the RFP 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 RFP submitted by the bidder.

5. Bid Security: RFP 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 RFP 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:

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1) when the bidder withdraws or modifies its RFP after opening of RFPs;

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 RFP.

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

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

6 Selection Method:

Selection Method shall be Quality cum cost based selection (QCBS) which shall be calculated as per the criteria mentioned in the RFP. BIP may undertake bona-fide negotiations with bidder scoring highest total score as per the QCBS criteria, if required. A rate contract with this 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-6) 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 RFP 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 RFP.

- (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% (in case of MSMEs as per provisions of RTPP Rules) of the amount of estimated RFP 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 RFP 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 RFP document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

TECHNICAL RFP

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 RFPs. 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 evaluated for on the technical criteria.
- Selection Method shall be Quality cum cost based selection (QCBS) which shall be calculated as per the criteria mentioned in the RFP. BIP may undertake bona-fide negotiations with bidder scoring highest total score as per the QCBS criteria, if required. A rate contract with this 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. 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 RFPs. 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.

MINIMUM ELIGIBILITY CRITERIA

Sno.	Particular	Details	Enclosures to be submitted	Annexure no.- For Reference
1	Legal Entity	A Proprietorship firm duly registered, a company registered in India under the Companies Act 1956 or a Partnership Firm registered under Indian Partnership Act, 1932 and operating for the last 5 years in Designing of Communication Material which includes advertising design, Publication design, Web-design, Event design, Social media management & promotion, Audio-visual/films production, etc. as on March 31, 2022.	Incorporation / Registration Certificate Certification by Authorized signatory on letter head regarding the years in Designing of Communication Material	
2	Financial Capacity	The firm should have a minimum average annual turnover of Rs.2 crore in the last 3 financial years (2019-20, 2020-21, 2021-22) from communication design activities (excluding revenue from media releases, printing, production, trading of goods, etc.)	Certificate from statutory auditor / audited financial statements for the three previous financial years with CA's Registration Number / Seal. (Firms may provide Provisional Turnover for the year 2021-22 certified by statutory auditor with CA's Registration number/seal in case statutory audit is not conducted/completed)	
3	Team Requirement	The firm must have the following persons in its team: •Project Managers/Client Servicing Executives – Two	A self – declaration by the firm with details of the team members including Name, Age, Qualification, Date of	

		•Graphic designers – Two •Copy/ content writers – One •Social Media Manager – One •Video Editor – One •SEO Expert – One •Web Designer – One •Web Developer – One	joining the firm, work experience.	
4	Jaipur Site	Office in Jaipur with infrastructure and manpower located at Jaipur	Registration Certificate or related document to be submitted	
5	Blacklisting	The bidder should not be currently blacklisted by any agency of the central government, Public Sector Undertaking or by any department of State Government of Rajasthan	Self-certification. False certification and/or nondisclosure will lead to forfeiture of the RFP security and disqualification from the evaluation process and blacklisting in the State of Rajasthan	

Technical Evaluation: (60 Marks)

S.N.	Heading	Criteria for point allotment	Max. Points	Annexure no.- For Reference
1	Turnover	Average Annual turnover from Design and communication works (excluding revenue from media releases, printing, production, trading of goods, etc.) in last three financial years (2019-20, 2020-21, 2021-22) • Below 2 Cr.- 0 marks • 2 cr. and < 3 cr. - 5 marks • 3 Cr & above- 10 marks Enclose Certificate from statutory auditor /audited financial statements for the three previous financial years with CA's Registration Number / Seal.) (Firms may provide Provisional Turnover for the year 2021-22 certified by statutory auditor with CA's Registration number/seal in case statutory audit is not conducted/completed)	10	
2	Years of Operation	No. of Years of operation in design & communication services in India on the date of opening of the RFP • Upto 7 years: 6 • Additional 1 mark per year above 5 years (up to max. 4 marks) Enclose Certificate of incorporation issued by the Registrar of companies along with Memorandum of Articles of Association or authentic proof	10	
3	Experience of communication materials Designed by the firm	Experience in designing the following communication materials for any Govt. body in last 10 years Logo: 2 designs mandatory, out of which if one design is related to	25	

		investment/destination mktg.: 5 marks else 2.5 marks Brochure booklets/publications: 2 designs mandatory, out of which if one design is related to investment/destination mktg.: 5 marks else 2.5 marks Website pages: 2 designs 2 designs mandatory, out of which if one design is related to investment/destination mktg.: 5 marks else 2.5 marks Social media handles: 2 handles mandatory out of which if one design is related to investment/destination mktg.: 5 marks else 2.5 marks Documentary/Short Films/AVs - Any 2 mandatory out of which if one design is related to investment/destination mktg.: 5 marks else 2.5 marks (Work order and design executed to be uploaded)		
4	State level Event	If the firm has handled designing of collaterals for any Government bodies for an event of national repute in last 10 years (Work order to be uploaded)	5	
4	Bidders experience in design of communication /promotional material for industrial/investment promotion for Centre/State/Govt. Agency with 2 work order of Rs. 2 lacs each in last 10 yrs.	• 2 work orders of atleast Rs. 2 lakh each =6 marks • Further 1 mark for each additional work order of atleast Rs. 5 lacs (Max. 4 marks) (Work order and design executed to be uploaded)	10	

III. Technical Presentation (40 Marks): to be presented to the committee as per the schedule to be intimated by BIP on e-mail.

S.N.	Criteria for point allotment	Max. Points
1	Presentation on: • Experience of the firm in designing communication material • Past work (including logo, brochures/publications, AVs, Social Media pages, websites etc. designed for Government)	20
	Development of the following designs: • Brochure cover page for a brochure illustrating investment opportunities in the State • Policy booklet for Electric Vehicles Policy • Cover Page option for booklet on an Investment Summit • Advertisement design for sensitizing target audience about a 2 day Investment summit having an inaugural session, sectoral sessions (Manufacturing, Textile, Energy, MSME) and valedictory	20

VI. Evaluation of the RFPs:

- (i) Minimum technical qualifying score (cumulative score of evaluation of technical documents submitted by the bidder (60 marks) and score of technical presentation (40 marks)) will be 70 out of 100. Financial RFPs of only technically qualifying bidders will be opened.
- (ii) The firm will be selected as per Quality and Cost Based Selection (QCBS) procedure. Weighting of technical score to financial score will be 70:30 and shall be ranked from highest to the lowest on the basis of their technical score (ST).
- (iii) In the second stage, the financial evaluation will be carried out as per the Each Financial Proposal will be assigned a financial score (SF)
- (iv) The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:
- (v) $S = 100 \times FM/F$ (F = amount of Financial Proposal)
- (vi) Combined and final evaluation: Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

(vii) $S = ST \times Tw + SF \times Fw$

(viii) Note: Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively

(ix) The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in the RFP

(x) The Bidder scoring Maximum Total Marks would be recommended for selection and will be called for negotiations. During negotiations the consultant must be prepared to furnish the detail cost breakup and other clarifications on the proposal submitted by them, as may be required to adjudge the reasonability of his financial proposal. If the negotiations with this consultant are successful, the award will be made to him. If negotiations fail, and if it is concluded that the contract with reasonable terms cannot be concluded with this consultant, the consultant with second highest score may be invited for negotiations. This process may be repeated until an agreed contract is concluded.

TECHNICAL RFP FORM

Sno.	Particular	Details with Annexure No.
1	Name of the Firm/Company: Incorporation / Registration Certificate to be enclosed	
3	Postal address of the firm submitting tender Address of Head Office:	
4	Address of Jaipur Office Registration Certificate or related document to be submitted	
5	GST Registration Certificate	
6	PAN No.	
7	RFP Document Fee	DD No.:/Online transaction reference: Date: Amount:
8	RISL Fee:	DD No.:/Online transaction reference: Date: Amount:

9	RFP Security:	DD No.:/Online transaction reference: Date: Amount:
10	Legal Entity: Nature of Firm: Registration certificate to be enclosed	
11	Financial Capacity: Average annual turnover in the last 3 financial years (2019-20, 2020-21, 2021-22) Certificate from statutory auditor / audited financial statements for the three previous financial years with CA's Registration Number / Seal. (Firms may provide Provisional Turnover for the year 2021-22 certified by statutory auditor with CA's Registration number/seal in case statutory audit is not conducted/completed)	
12	Team Requirement: •Project Managers/Client Servicing Executives – Two •Graphic designers – Two •Copy/ content writers – One •Social Media Manager – One •Video Editor – One •SEO Expert – One •Web Designer – One • Web Developer – One Attach self-attested CVs of the team members	

13	Blacklisting (Yes/No) Self-certification	
14	No. of Years of operation in communication design services in India on the date of opening of the RFP Enclose Certificate of incorporation issued by the Registrar of companies along with Memorandum of Articles of Association or authentic proof	
15	Experience in designing the following communication materials for any Govt. body in last 10 years Logo: 2 designs mandatory, out of which if one design is related to investment/destination mktg. - please mention the details. Brochure booklets/publications: 2 designs mandatory, out of which if one design is related to investment/destination mktg. - please mention the details. Website pages: 2 designs 2 designs mandatory, out of which if one design is related to investment/destination mktg. - please mention the details. Social media handles: 2 handles mandatory out of which if one design is related to investment/destination mktg. - please mention the details. Documentary/Short Films/AVs - Any 2 mandatory out of which if one design is related to investment/destination mktg. - please mention the details. <i>(Work order and design executed to be uploaded)</i>	

16	Bidders experience in design of communication/promotional material for industrial/investment promotion for Centre/State/Govt. Agency with 2 work order of Rs. 5 lacs each in last 10 yrs <i>Work order to be enclosed and design executed to be submitted in BIP office in a sealed envelope)</i>	Communication Work with year and order value: 1 2 3 4 5
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FINANCIAL RFP

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 read terms and conditions carefully before filling the financial RFP.
- iii. All items have to be filled. Any item missing will invite disqualification
- iv. Amount to be filled in INR

Item-wise rate in Indian Rupee**FINANCIAL RFP****Item-wise rate in Indian Rupee**

S. No.	Item	Unit Rate in INR
1.	SECTION A: PRINT MATERIAL (Per item) Content, Design and Layout, digital artwork of (excluding third party costs like photo sourcing, photography, etc.):	---
2.	Flyer/Handout/Leaflet (1-2 sides)	
3.	Folder	---
4.	Cover (1 side)	
5.	Per side	
6.	Design of Folder with Pocket	
7.	Publication Design (Brochure/Book/Booklet/Report etc.)	---
8.	Cover design (2 pages)	
9.	Per inner page design	
10.	Rework/Updation/Revision in the existing publication in terms of content and layout, and digital artwork (Per page)	
11.	Re-sizing of existing Document/Publication/ Brochure, etc. without any content changes (per page)	
12.	Diary/Notepad design	---
13.	Cover (2 surfaces)	
14.	Inner (per surface/page)	
15.	Theme (per surface/page)	
16.	Lapel Pin/Lanyard	
17.	Calendar	---
18.	Theme/Cover design	
19.	Inner (per surface/page)	
20.	Envelope or case design for Calendar	
21.	Carry Bag design	

S. No.	Item	Unit Rate in INR
22.	DVD Case or Cover design / Pendrive Case or Cover design	
23.	Scheme Card design	
24.	Certificate design	
25.	Direct Mailer	---
26.	Flat/2-Dimensional	
27.	3-Dimensional concept & design (excluding production)	
28.	Greeting Card/Invitation Card	---
29.	Flat/2-Dimensional (per page)	
30.	3-Dimensional concept & design (excluding production)	
31.	Identity Card/Delegate Card	---
32.	Master Design	
33.	Adaptation (per adaptation)	
34.	Branded Giveaway Design (Mug, Tshirt, etc.) – per Design	
35.	Memento Design	
36.	Poster design	
37.	Voucher/ticket/coupon / Gift Tag/Sticker design	
38.	Wrapping Paper design	
39.	Box Design	
40.	Static creative using any of image, graphic, text, etc. for posting on social media/digital media/mobile (per creative)	
41.	Language adapt of approved/existing social media creative (per creative)	
42.	Complex illustration (per item)	
43.	Info-Graphic Design (per item)	
44.	Customisation of print collateral (per adapt)	
45.	SECTION B: EXHIBITION/STALL/PAVILION/ EVENT/CONFERENCE DESIGN	---
46.	Theme & layout for Exhibition Booth	
47.	Design & digital artwork of panel (per panel)	
48.	Wall Treatment (with images and/or graphics)	
49.	Layout for Raw Space	
50.	Backdrop for Events	
51.	3D installation design	
52.	Event Stage setting & backdrop structure design	
53.	Electronic Backdrop / Slides for Watchout (Per Slide)	
54.	Audio Visual content for Ultra-wide/Watchout/more than 4K with script, animation, background music, without voice over using text, images and/or videos (rate per 30 sec)	
55.	Audio Visual content for Ultra-wide/Watchout/ more than 4K with script, animation, background music, with voice over using text, images and/or videos (rate per 30 sec)	

S. No.	Item	Unit Rate in INR
56.	SECTION C: VISUAL IDENTITY/ LOGO	---
57.	Logo for Permanent Use including multiple application guidelines	
58.	Logo for Special Purpose Use (conference, event, etc.)	
59.	Namestyle Unit only without graphic for special purpose use	
60.	Adaptation of logo into any other Collateral (per adaptation)	
61.	Mascot design	---
62.	Master illustration	
63.	Other poses/renderings	
64.	Design of letter head	
65.	Design of envelope	
66.	eMail Signature design	
67.	SECTION D: DESIGN FOR MASS MEDIA Design for Daily Press/Magazine (excluding Photography, if needed)	---
68.	Design of Daily Press/Magazine Creative (per creative)	
69.	Language/ Size adaptation of existing/ approved mass media creative (per creative)	
70.	Updation/Revision in text of existing/ approved mass media creative (per creative)	
71.	Conversion of existing/ approved colour mass media creative into black & white (per creative)	
72.	Adaptation of approved/existing print media creative for social media (delivered as .jpeg sequence/pdf)	
73.	Advertorial (content, layout and digital artwork) for:	---
74.	Magazine (per page)	
75.	Newspaper: Quarter page	
76.	Newspaper: Half page	
77.	Newspaper: Full page	
78.	Language adapt of existing/ approved advertorial (per advertorial)	
79.	SECTION E: OUT-OF-HOME: Design and digital artwork (excluding special photography, if needed)	---
80.	Banner/Kiosk/Bus Panel design	
81.	Hoarding / Unipole / Gantry design / Tower	
82.	Bus Shelter (all surfaces)	
83.	Vehicle Design	---
84.	Each Surface	
85.	Complete vehicle surface design	
86.	Signage design	
87.	Stand-alone Panel design	

S. No.	Item	Unit Rate in INR
88.	Resizing/updation of existing out-of-home creative without any content changes (per adaptation)	
89.	SECTION F: INTERACTIVE MEDIA DEVELOPMENT	---
90.	Development of linear Power Point Slide Presentation/Slide Show including content, design of all template screens, and slide transitions (per slide) Deliverable in .pptx/.ppsx/.pdf format	
91.	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 (per slide)	
92.	Design of Home Page/ Screen for Interactive / Touch-screen Presentation	
93.	Development of Inner Pages/Screens for Interactive / Touch-screen Presentation including content and design (per screen)	
94.	Design of new link to existing Interactive / Touch Screen Presentation including design of new (static) pages (per link)	
95.	Updation in Existing Interactive CD / Interactive Presentation / Training CD / Touch Screen in terms of static text, images, etc. without affecting the basic design or structure (rate per revised link)	
96.	Electronic Direct Mailer design in HTML format	
97.	Revision/updation/Language adapt in Electronic Direct Mailer in content	
98.	Designing of flip book : 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 and save (Per page)	
99.	SECTION G: SOCIAL MEDIA MANAGEMENT	---
100.	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 20 posts to include text/visual-based content; Audio-visual, slide show etc. Advertising fee to be paid at actual. [Rate per platform/ per month].	
101.	SECTION H: BULK EMAILING SERVICES	---
102.	Sending of bulk emailers to existing database with the Department or generated through digital campaigns (excluding design of EMailer) (for every 1000 emails) Task includes: • Sorting Data and conversion into compatible format • Add attachments in .jpeg, .pdf, .ppt, .swf, .zip, etc. • 'Unsubscribe' Feature • Tracking feature • Email Reports	
103.	SECTION I: WEBSITE DESIGN & DEVELOPMENT (Design of Responsive Website in accordance with all guidelines and standards of DoIT&C, Rajasthan)	---

S. No.	Item	Unit Rate in INR
104.	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. with multiple browser compatibility (excluding domain name registration, hosting, server space and programming cost. These will be paid at actual on submitting invoice.) - Rate Per Page/Rate per Link	
105.	Addition of new pages/links to the website (rate per page/link)	
106.	Updation in existing pages/links of the website (rate per page/link)	
107.	Design of Splash Page/Landing page in HTML format excluding form using image/ text/ graphics for promotion (per page)	
108.	Design of Splash Page/Landing page in HTML format including form with DB using image/ text/ graphics for promotion (per page)	
109.	Design of Home Page only , including need assessment, planning of structure & quick-links, features & functionalities, nomenclature of links and content in English/Hindi	---
110.	In JPEG/PSD format	
111.	In HTML format	
112.	Design of front-end web pages (per page)	---
113.	In JPEG/PSD format	
114.	In HTML format	
115.	Programming/Development for website in ASPX/PHP format including forms, database development, other functionalities, testing and following procedures for quality assurance (Rate per page/rate per link)	
116.	Annual Website Maintenance (per website per month) (Content for updation will be provided by the Department) excluding: • Redesign of site • Script/application - adding, editing, removing or installing any new scripts, application or software to the existing website	
117.	Design of static web-banner with image/text/graphics for promotion (per banner)	
118.	Design of static Pop-up creative with image/text/graphics (per creative)	
119.	Website Updation	---
120.	Addition of new link to existing website including design of new pages (per page)	
121.	Removal of links/pages from existing website (per page removed)	

S. No.	Item	Unit Rate in INR
122.	Updation in text, images, banner, etc. of existing Website without affecting the basic design or structure (Rate per revised link)	
123.	Insertion of video in existing website excluding video conversion, editing, compression charges (Rate per video)	
124.	SECTION J: DVD writing, body printing, etc.	---
125.	DVD Writing (standard 120 mm DVD) (including the cost of DVD)	---
126.	1000 DVDs or more (per DVD)	
127.	Less than 1000 DVDs (per DVD)	
128.	Writing data on Pendrive (excluding the cost of pendrive)	
129.	Writing Data on DVD (excluding the cost of DVD)	---
130.	1000 DVDs or more (per DVD)	
131.	Less than 1000 DVDs (per DVD)	
132.	Printing and pasting of body stickers on standard 120mm DVDs provided by DIPR (per DVD)	---
133.	For Less than 1000 DVDs (per sticker)	
134.	For 1000 DVDs or more (per sticker)	
135.	Body printing on standard 120 mm DVDs	---
136.	Less than 1000 DVDs (per DVD including the cost of DVD)	
137.	1000 DVDs or more (per DVD including the cost of DVD)	
138.	Molded plastic DVD jewel case with flap (per Case)	
139.	SECTION K: PROFESSIONAL PHOTOGRAPHY including camera & photographer's fee (excluding cost of models, props and special lighting) excluding the cost of travel & accommodation	---
140.	Photography for event/ conference/workshop coverage	---
141.	Half Day (upto 8 hours)	
142.	Full Day (upto 4 hours)	
143.	Creative Photography assignment charges for print & electronic mediums including special lights, if required (per day)	
144.	Professional Video Shoot (Full HD Format) for event/ conference/ workshop coverage including camera & tripod charges & cameraman's fee, excluding the cost of media	----
145.	Half Day (upto 8 hours)	
146.	Full Day (upto 4 hours)	
147.	Video Shoot for Interview/Byte (Full HD format) capturing including camera & tripod charges & cameraman's fee, lapel mic but excluding the cost of media (per day)	

S. No.	Item	Unit Rate in INR
148.	Creative Video Shoot in Full HD format including recce, camera, tripod charges & cameraman's fee, Director's fee, crew charges excluding the cost of media (per day)	
149.	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)	
150.	Video Shoot with Drone in 4K format (per day)	
151.	SECTION L: CONTENT WORK	---
152.	Translation (material provided by BIP)	
153.	English to Hindi (per 100 words of source language)	
154.	Hindi to English (per 100 words of source language)	
155.	Revision/updation/editing	---
156.	English (per 100 words of source material)	
157.	Hindi to English (per 100 words of source language)	
158.	Article/write-up/Document	---
159.	Hindi (per 100 words)	
160.	English (per 100 words)	
161.	Writing of SMS Text (per SMS)	
162.	Coordination commission for translation (and type setting, if needed) from/into other languages than Hindi & English as a % of the translator's bill (Such translation and type setting will be paid for at actuals)	
163.	Communication Strategy & Plan document/presentation as per requirement (per document/presentation)	
164.	SECTION M: AUDIO/VIDEO PRODUCTION IN HIGH QUALITY - Consolidated rate includes charges for script/storyboard, location recce, travel outside Jaipur upto 200 kilometers, artists, video shoot in Full 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	---
165.	Video Spot/TVC (Master Version)	---

S. No.	Item	Unit Rate in INR
166.	Upto 30 seconds	
167.	Above 30 seconds upto 60 seconds	
168.	Above 60 seconds (rate per 60 second)	
169.	Video Spot Language Version of existing Video Spot/TVC	---
170.	Upto 30 seconds	
171.	Above 30 seconds upto 60 seconds	
172.	Above 60 seconds (rate per 60 second)	
173.	Re-voice over charges	
174.	Re-editing charges	
175.	Documentaries/Short Films (Master Version)	---
176.	2 minutes upto 5 minutes	
177.	Above 5 minutes upto 15 minutes	
178.	Above 15 minutes upto 30 minutes	
179.	Documentaries/Short Films Language Version of existing documentary/short film	---
180.	2 minutes upto 5 minutes	
181.	Above 5 minutes upto 15 minutes	
182.	Above 15 minutes upto 30 minutes	
183.	Re-voiceover Charges	
184.	Re-editing Charges	
185.	Radio Spot: Consolidated Rates for radio spot with script (with words and/or music)	---
186.	Duration upto 30 sec	
187.	Duration 31 to 60 sec	
188.	Duration above 60 sec (per 30 sec)	
189.	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.	---
190.	Duration upto 30 sec	
191.	Duration 31 to 60 sec	
192.	Duration above 60 sec (per 30 sec)	
193.	Radio Jingle/Song/Signature Tune: Radio creative which is partially or fully music-based, with original music composition	---
194.	Upto to 60 sec	
195.	Duration above 60 sec (per 30 sec)	
196.	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.	---

S. No.	Item	Unit Rate in INR
197.	Upto to 60 sec	
198.	Duration above 60 sec (per 30 sec)	
199.	2D Animation clip/AV using still images, background music, text/graphic 2D animation, without voice over in Full HD format (Rate per 60 sec)	
200.	2D Animation clip/AV using still images, background music, text/graphic 2D animation, with voice over in Full HD format (Rate per 60 sec)	
201.	Conversion of .avi or .mpg or mp4 to .mov format (rate per minute of video clip)	
202.	Conversion into J2K Format	
203.	SECTION N: PRINTING	---
204.	Invitation card printing (7"x5") on Chaggaal Candido 260 gsm paper including 1-2 color screen printing & matte gold embossing (per card)	
205.	Envelope (7.25" x 5.25") on Regina Blanc 100 gsm paper including 1-2 color screen printing & matte gold embossing (per envelope)	
206.	SECTION O: SEO (SEARCH ENGINE OPTIMIZATION) for upto 25 keywords	---
207.	Onpage Optimization (Rate per month) including: • Meta Tag Optimization • Title Tag Optimization • Code Optimization & Modifications • Broken Link Check • Alt Tag Optimization • URL Mode Rewrite • XML Sitemap + Rss Feed • Content Optimization	
208.	Offpage Optimization (Rate per month): • Google Analytics & Webmaster Account Setup • Website Submissions to Search Engines (Google, Bing & Yahoo) • Manual Directory Submission • Manual Article Submission • Press-Release Submission • Blogs Promotion • Article Submission • Social Book Marking (SBM)	
209.	Cost per extra set of 5 Keywords (over and above 25 keywords)	
210.	SECTION P: BULK SMS SENDING	---
211.	DLT Registration, Header (Sender ID) Registration & their Verification (6 alphabetical characters or 3-8 numeric letter	

S. No.	Item	Unit Rate in INR
	header name) (the documents for DLT registration to be provided by BIP: PAN/TAN, CIN/ GST, Proof of Identity, Proof of Address, etc.)	
212.	Sending of bulk SMS including the following tasks (rate per 10000 SMS): • HTTP API Integration with Website/ App / CRM • Sorting and Conversion of data according to SMS software • Verification of SMS text (excluding the cost of writing SMS text) • Managing dissemination and Sending • Report generation (database to be provided by the Department or generated through digital campaigns)	
213.	SECTION Q 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)	-----
214.	Designing of App screens (rate per screen)	
215.	Adaptation of designs in multiple screen sizes as per device & orientation (rate per screen)	
216.	Application Development (rate per man-hour)	
217.	Integrating Static Links (rate per man-hour)	
218.	Integrating Pop Up Ads (rate per man-hour)	
219.	Updation in existing app (rate per man-hour)	
220.	Preparation for App Store Submission & uploading app in App Store	
221.	Conversion of App from one platform to the another (rate per man-hour)	

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 RFPs.

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 RFP 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 RFP 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 RFP 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 RFP 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 RFP document and contract, the services to be provided shall be as specified in the RFP 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 RFP 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 RFP, 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 RFP 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 RFP. 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 RFP 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 RFP 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 RFP 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: RFPDER'S AUTHORIZATION CERTIFICATE

{to be filled by the bidder}

To,

Commissioner (Inv. & NRIs),
Bureau of Investment Promotion,
Udyog Bhawan, 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 RFP. 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,
Udyog Bhawan, 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 RFP 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 RFP 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 RFP document which materially affects the fair competition.

i) Will comply with the code of integrity as specified in the RFP 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 RFP, 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 RFPDER**

{to signed by selected Bidder}

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

CERTIFICATE

This is to certify that I/we have thoroughly read the RFP document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the RFP 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 RFP 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 RFP 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 RFP, 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 RFP COVER LETTER &
FORMAT COVER**

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

To,

Commissioner (Inv. & NRIs),
Bureau of Investment Promotion,
Udyog Bhawan, Jaipur

Reference: NIB No.:_____

Dated:_____

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the RFP 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 RFP 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 RFP 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 RFP document.

I / We agree to bid by this RFP for a period of _____ days after the last date fixed for RFP 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 RFP, together with your written acceptance thereof and your

notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our RFP is made in good faith, without collusion or fraud and the information contained in the RFP 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 RFP you may receive.

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

Date:

Authorized Signatory's Name: -

Signature

Name:

Designation:

ANNEXURE-5

Format for Pre-RFP queries

Name of the bidder:

Address:

Telephone Nos.:

Fax No:

Mobile No:

Email ID:

S.No.	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 queries have to be uploaded latest by the date as prescribed in the schedule of the RFP. The bidder should send the queries through official e-mail IDs only.

ANNEXURE-6:

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, Udyog Bhawan, 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 (RFPs) 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, RFP 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. receives or have received any direct or indirect subsidy from any of them; or

c. have the same legal representative for purposes of the RFP; 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 RFP of another bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. the bidder participates in more than one RFP in a bidding process.

Participation by a bidder in more than one RFP will result in the disqualification of all RFPs 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 RFP; 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 RFP; 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 RFP 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 RFPs before the opening of the Financial RFPs, an appeal related to the matter of Financial RFPs may be tiled only by a bidder whose Technical RFP is found to be acceptable.

(2) The officer to whom an appeal is filed under para (I) 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 RFP 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 RFP 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.

Annexure C:

Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial RFP is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial RFPs 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 RFP does not accept the correction of errors, its RFP shall be disqualified and its RFP Security shall be forfeited or its RFP 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 RFP 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 RFP Document. It shall be without any change in the unit prices or other terms and conditions of the RFP 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 RFP 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.