

**Bureau of Investment Promotion
Rajasthan**

**Bidding Document
for
Procurement of Services of
PR Firm for Government of Rajasthan**

Udyog Bhawan, Tilak Marg, Jaipur-302 005, India

Phone : 91-141-2227274, 2227713, 2227812

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Email : bip.raj@nic.in

Website: <http://industries.rajasthan.gov.in/content/industries.html>

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Disclaimer

A. The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of Bureau of Investment Promotion Rajasthan (BIP) or any of its employees or advisors on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

B. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not entail to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for BIP, its employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

C. BIP, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

D. BIP may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document

(NIB for Publication on State Public Procurement Portal)

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NOTICE INVITING BIDS (NIB)

NIB No. BIP/INFO/771

Date 18.11.2019

1. SCHEDULE OF BID PROCESS

Event Description	Scheduled Date
Release of RFP	18/11/2019
Last Date & Time for Receiving Query/s and clarification	20/11/2019, up to 12:00 PM
Pre-bid meeting	20/11/2019 at 4 pm
BIP's Response to Clarification	21/11/2019
Last Date for submission of online bid technical and financial bids and receipt of Bid Processing Fee, RISL Fee and Bid Security in BIP office	26/11/2019 up to 2 pm
Date & Time of Opening of Technical Bids	26/11/2019 at 5 pm
Date of Presentation (Tentative)	28.11.2019 (Eligible bidders will be informed separately)
Date of Opening of Financial Bid	To be informed later (It can be held on the day of presentations or thereafter)
Bid Application Fee (Demand Draft should be drawn in favor of "Bureau of Investment Promotion" from any Nationalized or Scheduled Bank, Payable at Jaipur)	Rs. 1000/-
Bid Processing fees (Demand Draft should be drawn in favour of "M.D. RISL" from any nationalized or scheduled bank payable at Jaipur)	Rs. 1000/-
Date of Award of Contract	After finalization of financial bid

Bid Security (Either in the form of cash, a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or deposit through eGRAS in favor of "Bureau of Investment Promotion", payable at Jaipur. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.	<i>Rs. 20 lac</i> <i>In case of eligible MSME Unit INR: 5,00,000</i>
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2. The complete Bidding Document containing Instructions to Bidders and Bid Data, Evaluation and Qualification Criteria, Bidding forms, Conditions of Contract, Contract Data/ Special Conditions of Contract, Contract Forms, etc. may be seen at or downloaded from the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> or e-procurement portal <http://eproc.raj.nic.in> or our official web site

4. The procedure for submission of bids including payment of price of Bidding Document, user charges/ processing fee, Bid Security, etc. has also been specified on the e-Procurement Portal and the Bidding Document.

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

SECTION I: INSTRUCTIONS TO BIDDERS

1.1 Guidelines for Preparation of Proposals

Bidders are required to submit (upload) their bids online on e-procurement portal in following 2 sections as per the details given below: -

1.1.1) **First Section (Technical Bid):** - Request Letter, General information about the bidder as per points with enclosures/ certificates/registrations/documents/audited balance sheet/strategy and plan etc. Technical bid should clearly show that the bidder fulfils the pre-qualification criteria laid down in the bid. Kindly put page numbers on each page of uploaded document. If in absence of page numbers, BIP fails to verify and confirm eligibility of the bidder, the responsibility shall lie with the bidder. **No financial quote should be uploaded in technical bid section.**

1.1.2) **Second Section (Financial Bid):** - To be filled in format (BOQ) prescribed on State E- Procurement portal.

1.2) Bid Security:

1.2.1) Bid Security: Bid shall be accompanied by a bid security of Rs. 20 lac ((0.5% in case of MSME Unit as per RTPP Rule 42) without which bids will not be considered. The amount should be deposited in cash, a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or deposit through eGRAS in favour of Bureau of Investment Promotion, Rajasthan, Jaipur.

1.2.2) Refund of Bid security: The bid security of unsuccessful bidder shall be refunded soon after final acceptance of successful bidder.

1.2.3) The Central Government and Government of Rajasthan Undertaking need not furnish any amount of bid security.

1.2.4) The bid security /security deposit lying with BIP office in respect of other bids awaiting approval or rejection or on account of contracts being completed will not be adjusted towards bid security /security money for the fresh bids. The bid security may, however, be taken into consideration in case bids are re-invited.

1.2.5) No interest shall be payable on bid security deposited with BIP.

1.2.6) Forfeiture of bid security: The bid security will be forfeited in the following cases:

- I. When tender withdraws or modifies the offer after opening of tender but before acceptance of tender.
- II. When tender does not execute the agreement if any, prescribed within the specified time.
- III. When the tender does not deposit the security money after the Letter of Intent/Letter of Acceptance is given.
- IV. When he fails to commence the services as per the RFP within the time prescribed.

1.3) Signing of the Agreement and Performance Security:

1.3.1) Agreement and Performance Security:

- i. **Successful bidder shall have to execute an agreement in format provided within 15 days from date of dispatch of Letter of Intent/Letter of Acceptance and also have to deposit the Performance Security equal to 5% of the estimated value of the contract Agreement.**
- ii. The bid security deposited at the time of bidder will be adjusted towards Performance Security.
- iii. No interest shall be paid on the Performance Security.
- iv. The forms of Performance Security shall be as below:
 - (a) deposit through eGRAS;
 - (b) Bank Draft or Banker's Cheque of a scheduled bank;
 - (c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules
 - (d) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 of RTPP Rules, 2013
 - (e) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance.
- v. The Performance Security money shall/may be refunded within one month of successful completion of the contract or after the expiry of the period of guarantee/warranty, if any, whichever is later.

- vi. The Performance Security shall be returned to the bidder within 90 days of the successful completion of the contract.

1.4) Submission of Proposals

- 1.4.1) The proposals -Technical Proposal shall be prepared in indelible ink without overwriting or correction uploaded on e-procurement
- 1.4.2) An authorized representative of the bidder should authenticate all pages of the Pre-Qualification, Technical and Financial Proposals.
- 1.4.3) All pages in the bid should be signed, stamped and numbered and put in sequence as required in the bid document.
- 1.4.4) The Technical Proposal and the Financial Proposal should be submitted (uploaded) online as per the schedule and guidelines mentioned at the procurement portal.
- 1.4.5) No Proposal will be accepted after the deadline for submission and in the event of any proposal being received after the closing time for submission of proposals, the same shall be returned un-opened.
- 1.4.6) The Bid Security amount, E-Bid Processing Fee for RISL and the Bid Application Fee amount have to be deposited offline to BIP as per directions, up to 2 pm by 26/11/2019
- 1.4.7) As per the RTPP Act 2012 and Rules 2013, Annexures A (for Code of Integrity), B (Declaration by the Bidders), C (Grievance Redressal) & D (Additional Conditions) have to duly filled by the agencies and annexed with the Technical Bids.

1.5) Response to Clarification

1.5.1) Interested bidders may seek clarification on any aspect pertaining to this RfP Document. The query related to the Bid could be sent to the BIP on email bip.raj@nic.in prior to 12 pm on 20/11/2019, as per the format at TECH-12.

1.5.2 A pre-bid meeting will be held for the interested bidders in Board Room of BIP at 4 pm on 20.11.2019 for clarifications required on any aspect pertaining to this RfP Document.

1.5.2) Amendments / clarifications, **if any**, in the bid document will be uploaded on e-procurement and Sppp portal of the Government of Rajasthan on 21/11/2019.

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

1.6) Opening of Proposals and Selection Process

1.6.1) The documents received in technical bid will be examined to ascertain fulfilment of pre-qualification criteria. The bidders fulfilling the minimum eligibility criteria will be invited to make presentation, tentatively on 28.11.19 in the board room of BIP, before a Committee constituted for this purpose.

1.6.2) Based on the strength of their Technical Proposals, presentations and proposed PR Plan the agencies will qualify for opening of their financial bids.

1.6.3) The bid which is found to be most beneficial and gets highest weightage point as per the selection criteria mentioned in the bid shall be awarded the contract.

1.6.4) Fee quoted for PR related work shall be treated as financial quote.

1.7) Mode of Engagement: BIP is offering an opportunity of a long term relationship on a fixed monthly retainer for a period of two years. This retainer fee will cover the time cost of all the resources deployed by the bidder for rendering required services and deliverables. Payment to the bidder would be made on quarterly basis. The overall fees as accepted by the BIP shall be paid in 8 equated instalments. The bidder shall submit the invoice inclusive of fees, OPEs and applicable taxes. BIP will deduct penalties, if any, as per terms and conditions, from the invoice.

1.8) Terms of Payment to the Selected Bidder

1.8.1) Request for Advance payment will not be considered unless approved for emergent cases by BIP as per rules.

1.8.2) Payment will be made by way of electronic transfer of billed and passed amount in the bank account of the bidder in Indian Rupees. **The bidder will submit pre-receipt bills in triplicate, on quarterly basis towards activities completed during the quarter, for settlement. The invoice should be submitted clearly indicating the fixed quarterly charges and other third**

party/out of pocket charges, if any, separately along supporting vouchers.

- 1.8.3) The final quarter's payment, shall be released only after completion of the required works specified for the year/contract period and on submission of a statement of work having been executed as per the requirements detailed in the RfP or communicated subsequently by BIP from time to time.
- 1.8.4) GST/ other Govt. levies etc. shall be paid extra as applicable.
- 1.8.5) For facilitating Electronic Transfer of funds, the selected bidder will be required to indicate the name of the Bank & Branch, account number (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected bidder.

1.9) Other Important General Terms and Information

- 1.9.1) Period of validity of this RFP is 90 days from the closing date for submission of the proposals.
- 1.9.2) The contract would be effective till 2 years from the date of signing of agreement which can be extended as per rules on basis of satisfactory services and appraisal from time to time. This extension would be done on mutual agreement retaining same terms and conditions, as per the provisions of RTPP Act 2012 and Rules 2013.
- 1.9.3) BIP is not bound to accept any bid or assign any reason for non-acceptance. Conditional, erroneous and incomplete Bids will be rejected outright.
- 1.9.4) BIP reserves its right to summarily reject offer received from any bidder on national security considerations, without any intimation to the bidder.
- 1.9.5) BIP reserves its right not to accept bids from PR Agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government Investigating Agencies / Vigilance Cell.
- 1.9.6) The cost/rates should be valid for up to the period of the contract.

- 1.9.7) The Technical Proposal should be uploaded in “Technical Proposal” section only. **Similarly, the Financial Proposal shall be uploaded in “Financial Proposal” section of bid on E-procurement portal only. Financial Proposal cannot be made part of or clubbed with technical bid in any form or condition.**
- 1.9.8) Interested bidders should submit their bids well in advance to avoid last minute rush.

1.10. 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 C in these bid documents 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: Secretary, Budget, Department of Finance, Government of Rajasthan, Jaipur.

1.11) Recoveries, Penalty Clause and Liquidated Damages:

- 1.11.1 Recoveries of liquidated damages, short supply, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, rejected articles and in case of failure in satisfactory replacement by the bidder along with amount of liquidated damages shall be recovered from his dues and security deposit available with the BIP. In case recovery is not possible recourse will be taken under the prevalent law/Act in force.
- 1.11.2 Penalties: Any delays in delivery from the time schedule finalised by BIP for items listed in the Scope of Work and the work order or underperformance would invite a penalty to be imposed upon the bidder as per the provisions of GF&AR, RTPP Act & Rules including forfeiture of Security Deposit. Serious lapse in responsibilities may also lead to blacklisting of the bidder, as may be deemed fit by the BIP.

1.11.3 The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful bidder shall provide services within the period on receipt of the bidder order from BIP.

1.11.4 Liquidated damages: In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentage of value of stores :-

(a) Delay up to one fourth period of the prescribed delivery period	2 ½ %
(b) Delay exceeding one fourth but not exceeding half of the prescribed period	5%
(c) Delay exceeding half but not exceeding three fourth of the prescribed period	7 ½ %
(d) Delay exceeding three fourth of the prescribed period	10%

1.11.5 Fraction of a day in reckoning period of delay in services shall be eliminated if it is less than half a day.

1.11.6 The maximum amount of liquidated damages shall be 10%.

1.11.7 If the bidder requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

1.11.8 Delivery period may be extended with or without liquidated damages if the delay in the services of goods/services is on account of hindrances beyond the control of the bidder.

1.11.9 If the services are not provided as per work order and terms and conditions of contract, then penalty will be imposed on bidder by BIP. The penalty will be decided by the BIP. The penalty amount will be deducted from due payment of the bidder.

1.12) Termination:

1.12.1 BIP may terminate the Contract of the bidder in case of the occurrence of any of the events specified below:

- i. If the bidder becomes insolvent or goes into compulsory liquidation.
- ii. If the bidder, in the judgment of BIP, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

- iii. If the bidder submits to the BIP a false statement which has a material effect on the rights, obligations or interests of BIP
- iv. If the bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to BIP
- v. If the bidder fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing. In case of such an occurrence BIP shall give a written advance notice before terminating the Contract of the bidder.

1.13) Force Majeure:

1.13.1 Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

1.13.2 A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

1.14) Arbitration:

1,14.1) In event of any dispute or difference between the BIP and the bidder, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Additional Chief Secretary, Industries. The provision of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The Venue of such arbitration shall be at Jaipur or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the BIP and the bidder. The cost of the arbitration shall be shared equally by the BIP and the bidder to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

1.14.2) Pending the submission of and /or decision on a dispute, difference or claim or until the arbitral award is published; the BIP and the bidder shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

15) Jurisdiction:

1.15.1 The contract shall be governed by laws of Rajasthan/India and all Government rules on purchase matter issued from time to time and in force for the time being are applicable to this contract bid.

1.15.2 All legal proceedings, if necessary, arise to institute by any of the parties (Government or bidder) shall have to be lodged in courts situated in Jaipur city and no elsewhere.

1.15.3 Services shall be made available at the office: Bureau of Investment Promotion, Ground Floor, Udyog Bhawan, Tilak Marg, Jaipur-302001 or at departments or location specified as per the requirement.

Section II

Eligibility and Evaluation Criteria

2.1 Eligibility Criteria

The **Minimum Eligibility Criteria** is as follows:

Sno.	Criteria	Supporting Documents to be enclosed
1	The bidder should give details like name, profile etc. The bidder should be registered with the Companies Act 1956/Limited Liability Partnership (LLP) Act 2008, Service Tax department and carry a valid PAN/TAN. Proof of the same must be submitted	a. Copy of Service Tax Registration b. Copy of company PAN Card c. Copy of Commercial Tax Registration -Copy of Company/LLP act Registration Details are to be submitted in the format given in the Technical Bid: 2 (Details of the Bidder Organization)
2	The bidder should be a single Business Entity. (Any kind of consortium/ Joint Venture) is not allowed). For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for the last 5 years in PR services as of March 31, 2019	Certificate of incorporation issued by the Registrar of companies along with Memorandum of Articles of Association or authentic proof
3	The bidder should have average turnover from PR activities in India of at least Rs. 20 crore in the last three financial years. (2016-17, 2017-18, 2018-19) from PR activities only	Attested copy of audited balance sheet for last 3 financial years and CA certificate certifying that the bidder had made an average turnover more than or equal to Rs. 20 crore in last 3 financial years out of its PR activities in India in original. (Details to be filled in TECH – 3)
4	The bidder should have minimum employment of 50 professionals in PR across India	(Self-Certificate on the letterhead of the bidder signed by Authorized signatory with the bidder's seal and stamp)
5	<i>The bidder should not be debarred under section 46 of RTPP Act</i>	<i>An affidavit to this effect should be provided by the bidder on appropriate stamp paper</i>

2.2. Evaluation Criteria

2.2.1 Evaluation of Technical Proposals (Bids)

The Technical Evaluation of the Bids will be done by awarding marks to each Bid out of the maximum marks allotted to each Criteria and Sub-Criteria as given in the Table Below. **The total maximum marks for evaluation of Technical Proposal are 100:-** .

S.	Evaluation Criteria	Max. marks	Score Parameters And Marks	Documents required
A.	Relevant Experience/ organization strength/ Capability	50 marks		
1	No. of Years of operation in PR services in India on the date of opening of the bid	10	5 to below 6 years: 2	Certificate of incorporation issued by the Registrar of companies along with Memorandum of Articles of Association or authentic proof
			6 years to below 10 years: 4	
			Additional 1 mark per year for 10 years and above	
2	Average Turnover from PR services in the last three financial years. (2016-17, 2017-18, 2018-19) from PR activities only	10	INR 20 to below 25 cr. 5 marks	Attested copy of audited balance sheet for last 3 financial years and CA certificate (Details in TECH – 3)
			INR 25 to below 30 cr.- 6 marks	
			INR 30 to 40 cr.- below 8 Marks	
			Above 40 cr. – 10 marks	
3	Collective Experience* of the Key personnel *Collective Experience shall be the average experience of the full time 8 PR professionals,(offered for the	10	more than 5 years= 10	Details to be Filled in TECH 5
			marks 3 to 5 years =5	

	assignment) who are : • on the Bidder's payroll • having minimum 3 years of PR experience		Less than 3 = 0	
3	Bidder's experience of PR projects for Govt/ PSU/ government bodies in the last 5 years Order value of each Project to be of a minimum Rs 1 cr. for ongoing/completed projects awarded anytime in last 5 years as on bid submission date.	10	3 clients: 5 4 to 5 clients: 7 More than 5 clients: 10	Enclose relevant Letter of Award/ Certificate/ work order from the client showing the date of award and contract value) or any other proof (Details to be filled in TECH – 9)
4	<i>The Bidder should have served as consultant for PR services to any State government or Central Government for any Investment Promotion program in the last 5 years</i> <i>The duration of awarded assignment should be for min. 1 year</i>	4	4	Letter of Award/Work order/Certificate from the client showing the date of award) TECH 10
5	Bidder's experience of 2 or more PR projects in Rajasthan State for any client/s in last 5 years	3	3	Letter of Award/work order/Certificate from the client showing that PR services were rendered in Rajasthan for the quoted assignment. (Details to be filled in TECH –11)
6	Branch office in Jaipur	3		Valid address proof and

	with at least 3 employees		3	proof of employment
B.	Technical Presentation	50 marks		Tech-8
	TOTAL	100 marks		

Note:

1. *Eligible project for evaluation at point 3,4 & 5 would include stand-alone contract for related experience or related experience which part of a multi-component contract*
2. *Value of PR assignment in a multi-component contract should be 1 cr (Point 4)*
3. *Eligible project for evaluation at point 4 above shall be not be an assignment already considered for evaluation at point 3.*

2.2.2 Evaluation Methodology:

- i. The Technical Proposals would be evaluated on the basis of information given in **Section IV**, Bidding Forms.
- ii. The qualified bidders would be required to make a **PRESENTATION (40 minutes approx.)** on technical proposal to BIP and **submit a hard copy after the presentation.**
- iii. The evaluation on Technical Presentation shall be done on following Sub-Criteria:-

A. Execution Capabilities (20):

- 1) Presentation of Case study of any successful PR campaign for any other State/ country to promote it as a destination (executed by the team in India).
- 2) Innovative tactics PR campaign executed for rural markets
- 3) Case study of Crisis Management
- 4) **Any other work related to the scope of work**

B. Methodology and work plan (20)

- 1) Understanding the current communication needs of Rajasthan
- 2) PR Methodology and work plan as per Scope of Work for PR campaign establishing Rajasthan as a progressive, dynamic state
- 3) PR ideas for Rajasthan for reaching out to **various** target audience (Refer ToR)
- 4) Innovative creative ideas or new Public Relations tool for promoting the engaging **various** audiences in new ways

C. Team quality (10)

- 1) Exemplary work done by the team members proposed for the project.
 - 2) Familiarity and experience of working with clients in Rajasthan of members proposed.
 - 3) Any other points that differentiate the team
- iv) The total marks obtained by a Bidder in evaluation of its Technical Bid shall be sum of marks awarded to it on above mentioned Criteria and Sub-Criteria and shall be denoted by symbol, **St**.
- v) **The minimum qualifying Technical Score shall be 70 out of Maximum 100 Marks. Financial Bids of only those Bidders shall be opened who score minimum 70 marks in evaluation of their Technical Bids.**
- vi) **Evaluation of Financial Proposals (Bids)**
- 1) Bidder would need to score minimum technical score of 70 marks to be considered for opening of financial bid.
 - 2) As the evaluation is to be done on Quality and Cost Based Selection (QCBS) Method, **the Financial Proposal with lowest evaluated price (Sf) shall be awarded Maximum Financial Score of 100. The Financial Score, Sf of other Financial Proposals shall be computed as follows:**
 - 3) **$Sf = 100 \times Fm / F$**
Where,
Fm is the price of the Lowest Proposal, and
F is the Price of the Proposal under consideration
- v) **Methodology of Ranking Proposals in evaluation**
The Technical Score obtained by a Proposal shall be given a weightage of 70% and the Financial Score a weightage of 30%. The **Total Score, S** of a Proposal shall be obtained by adding the Weighted Technical Score and Weighted Financial Score. **Thus, the Total Score of a Bid, $S = St \times 0.70 + Sf \times 0.30$.**
- vi) **The bidder achieving the highest combined Technical Score and Financial Score, S, will be evaluated as the Successful Bidder and invited by BIP for negotiations.**

Section III
Terms of Reference, Key Personnel Requirement and Deliverables

Terms of Reference

3.1 Background

Rajasthan as a State has come a long way. It is time to reflect on our journey and take pride on the distance we have travelled so far. It has taken many hands to build the Rajasthan of today. Businesses, and the people behind them, are the foundation of our economy.

Rajasthan has abundant natural resources, surplus land, uninterrupted power, skilled manpower, and ease of doing business. The state has a rich legacy with several monuments & heritage buildings (havelis, forts, and castles), colourful fairs & festivals, desert, forest reserves, and luxury trains. By virtue of these advantages, the State is fast emerging as a destination of choice for domestic and foreign investors.

The government of Rajasthan is committed to providing a better and prosperous life to all the citizens of the State.

Economic growth with social inclusion is a key focus for the government, for which, a concerted effort between businesses, government and civil society is a primary requirement. Rajasthan recognizes the role that industry can play by creating direct and indirect jobs in large numbers to help ensure sustainable, inclusive development for all.

The Rajasthan state under the current leadership of the Hon'ble Chief Minister has taken **several initiatives and path breaking steps with a focus on its people's welfare and prosperity. Rajasthan is also the first State to notify the Micro, Small and Medium Enterprises (MSME) Facilitation of Establishment and Operation Act, 2019** allowing entrepreneurs to start their businesses by filling self-declaration form. **Rajasthan has become the first state to be awarded for water conservation and efficient use practices** by the National Water Mission of the Government of India under Category Two--Promotion of citizen and state action for water conservation, augmentation and preservation--of awards. Rajasthan has **ranked second in the School Education Quality Index, 2019**. A separate feeder at a cost of Rs. 5,200 crore will be established to provide uninterrupted electricity supply to farmers. In the Budget for 2019-20 it has been proposed that Rs. 1,000 crore fund for farmers' welfare apart from various schemes in irrigation, renewable energy and health sectors will be created.

Government of Rajasthan in its endeavor to promote investment in the State has concrete plans to create awareness among existing and prospective entrepreneurs about the current incentives and facilities being offered by Government for facilitating Investment.

Bureau of Investment Promotion (BIP) is a Government of Rajasthan organization. BIP is the Single Window for investment facilitation. It also has been designated as nodal agency to work for the investment promotion of the State.

BIP has been appointed as the NODAL AGENCY by the State Government to engage the services of PR Firm for a sustained PR campaign to disseminate the initiatives and achievements of the Government of Rajasthan for building a positive perception of the Brand Rajasthan.

To meet out the above objectives, PR firm shall coordinate with various departments and stakeholders including Tourism, Health, Power, Mines, Local Government, Housing and Urban Development, Forest, Labour and Factories, Technical Education, Industries & Commerce, Revenue, Excise and Taxation etc.

3.2 Role of PR Firm:

- a. To strengthen the position of Rajasthan as one the leading states across sectors by increasing visibility and enhancing 'top of mind' recall amongst various stakeholders*
- b. To effectively disseminate information about Rajasthan Government's various activities to national and international media and regional media.*
- c. To effectively publicize Rajasthan and position it as a prestigious destination for investors and the corporate world*
- d. To formulate and implement a PR strategy which increases the share of voice in the media and improves the tonality of messages.*

3.3 Scope of Work

3.3.1 Project Objective

The objective of this project is to devise a Public Relations Strategy in order to communicate all the initiatives pertaining to **investment environment and policies, governance, employment generation, education, healthcare, effective administration** etc

3.3.2 The broad objectives are:

- 1) Constructing and communicating impactful media roadmaps which engage the right audience and deliver the right messages;

- 2) Designing, preparing and executing strategic PR plans by defining actionable goals, drawing out an implementation approach and carrying out the plan to create and Strengthen its campaigns;
- 3) Gathering, analysing and utilising communication intelligence to act as a bridge between media and the government departments;
- 4) Responding to media queries; and news dissemination through press releases and translation;
- 5) Operating a media support system: Creating engagement opportunities to understand Government of Rajasthan's programmes and policies;
- 6) Organising media conferences, one-on-one interviews, panel discussions etc.;

3.3.3. PR Strategy

- 1) The selected bidder will have to prepare and execute an effective Public Relations Strategy for Rajasthan
- 2) PR strategy, approach, calendar and schedule to be finalized with the approval of client
- 3) Annual program to be submitted which should have quarterly plans which would be monitored on a monthly and quarterly basis
- 4) ***Bi-annual*** / Annual measurement index on the favourability of news and perception (***on parameters which shall include share of voice, tonality etc.***)

3.3.4 Content Creation and Management

- 1) Create high quality, experiential content that aligns with Brand Rajasthan
- 2) Develop research backed content and making messages newsworthy
- 3) **Detect audience attitudes and misperceptions; identify appropriate channels, innovative tactics and develop key messages to reach various target audiences**
- 4) Craft journalistic-style articles/advertorials/releases for media, with in-depth insight which based on research in English and Hindi.
- 5) Developing content for to use across multiple channels, including broadcast (television and radio), group (video, tape-slides, sound film-strips, audio-cassettes, overhead projections, flip-charts, posters, pamphlets, and leaflets; as well, traditional folk media and Interpersonal channels (community leaders, contact farmers, extension workers) etc. as per requirement.
- 6) Superior writing and editing skills are a must in English and Hindi.
- 7) Prepare content for write-ups, short stories, tag-lines, short messages, press releases, newsletters, surveys, polls etc. in English, Hindi and other languages, as required.
- 8) Prepare content on success stories in physical and digital formats

3.3.5 Media Related Activities

- 1) The bidder shall acquaint the media with the positive growth and developments happening in the State at regular intervals. This could be through press releases, press briefing, media interactions, press conferences, round tables, etc. as appropriate.
- 2) **News Desk Services Support System Operation:**
Supporting a 24x7 news desk for content development across print, creating a visual library of photos
- 3) Organizing the **pre and post publicity for various State events** / roadshows etc
- 4) Organizing interviews for Chief Minister / Ministers/Senior Government Officials with leading national and regional publications and TV channels **including leading business publications and TV channels**
- 5) Execute the approved PR Strategy through both ongoing initiatives and event specific initiatives
- 6) Keep the media abreast of all important developments related to State and its activities. Media Liaison and engagement across markets and proactively pitching stories to key media
- 7) Proactively develop the theme/concept for press meets and work out news releases, articles and other promotional initiatives targeting local, national & international media.
- 8) Communicate with the target audience and stakeholders on behalf of the Government, on a continuous basis.
- 9) Associate eminent journalists for writing features/articles on the state
- 10) Identify and build relations with the relevant media within the State and India
- 11) **Dissemination of relevant communications to media through press releases/ notes press briefings, announcements (in Hindi/English).**
- 12) Press Kits including E-press Kits (in English/Hindi languages where required)
- 13) Response mechanism, news desk and content creation for press notes, releases, briefing for spokespeople etc. across languages.
- 14) Ability to set up workshops and briefings to sensitize the media so that they can understand and represent the news in the right context and facts across regional media and also national media
- 15) Basic press office activities like assessment of media requests, dealing with media enquiries, providing press material, documentation and evaluation of result
- 16) Arrange for national/regional/local media to cover various events organized by Government OR its authorized representatives.
- 17) Provide a pre-event build up to seminars, workshops, camps and conferences, etc. organized by the State or its authorized representatives in any part of the country.
- 18) Organize and conduct press briefings, press conference, press releases, panel discussions, launch research reports etc.
- 19) The bidder will map opportunities for the leadership team and activities and schemes of the State for consistent media visibility.

- 20) The bidder will create talking points for the media interactions for senior leadership team to be identified and articulated by PR Firm in consultation with client.
- 21) Document, monitor and assess the impact of the PR strategy
- 22) The bidder would document the messages, develop key messages for different stake holders, develop FAQs, develop profiles & portfolios (spokesperson), develop fact sheet, talking points, and contributory articles , media lists – beat wise with profiles of journalists. This will be developed for State and–updated on an ongoing basis with every media interaction

3.3.6 Crisis Management

- 1) The trust of consumers and the public is developed by how countries manage reputational risk and crisis response.
- 2) The bidder should have the organizational capacity to manage crisis with rapid and accurate responses and communicating the responses to avoid misinformation and distortion of facts.
- 3) Issue and crisis response mechanism – ability to set up a 24x7 war room with a robust monitoring and response system.

3.3.7 Reporting

The bidder shall undertake the following:

- 1) Weekly reporting and updates discussed through weekly status reports;
- 2) Monthly status reports and activity plans with clear deliverables;
- 3) Six monthly report before Steering committee to check progress as per agreed milestones and impact analysis and if required, course correction.

3.3.8 Impact Analysis:

- 1) Quarterly reviews to evaluate program efficacy of various communication plans and to evaluate the tone and message of the content delivery across relevant channels, and suggest remedial and corrective measures;
- 2) 6-Month Review for strategic evaluation; and calibrating the program direction as required.
- 3) Evaluation would include various success parameters like **share of voice and tone of messages in various media.**

3.3.9 Other Points

- 1) Should have the ability to media train the relevant spokespeople in the Government

- 2) Bidder shall provide advice appropriately in the matter of conducting the various events required to be held during the course of the project.
- 3) The bidder will have regular interactions with the State Government which at times may be at short notice.
- 4) The bidder will interact with the offices of the State Government to obtain inputs, as and when required.
- 5) The above scope of work also includes daily media tracking and reporting across print, electronic and online medium. For print tracking the bidder may consider all state of Rajasthan and major cities of India like Delhi, Mumbai, Kolkata, Chennai, Bangalore, Guwahati, Hyderabad (7 cities) . All cost pertaining to effective tracking across these cities should be part of the financial Proposal of RFP.

3.3.10 Deliverables

Minimum deliverables for quarterly fee:

S.no.	Deliverables	Frequency	Expected output
1.	Strategy and Annual Rollout Plan with Month wise activities proposed for 12 months, responsibilities, measures of success Annual plan to be submitted within first 30 days (from date of signing of the agreement)	1	Strategy and Annual Rollout Plan
2.	The Annual plan should include the following minimum deliverables:		
i.	Identification of 6 to 8 USPs for communication pillars (story buckets)	Within first 30 days. Continuous process thereafter	
ii.	Message development and Content Creation in sync with Clause 3.3.4 , to follow as monthly process. Month wise topics/themes & timelines to be decided in first 30 days	Continuous process	
iii.	Press Releases (with suitable pictures/animations or info-graphic where required) in Hindi and English will be sent to targeted / leading Media in Print, Electronic and Digital for all events, important announcements, various activities/initiatives etc. Media coordination works should be handled by local team with quick response time.	As and when required. For each event or announcement, the press release should be published in at least 3 national dailies and 5 regional dailies (Rajasthan)	

	These Press Releases can be adapted in E Newsletter and shall be posted on website also		
iv.	Pitch for interviews like in Q & A format etc with senior Journalists/Editors/Influencers with senior ministers / senior officials. Key messages, FAQs, list of anticipated questions and answers, sound-bites and quotes to be prepared for these interviews. (Expenses on Logistic arrangements-travel expense etc of journalists/editors/influencers etc to be borne by BIP)	Arrange at least one such interview each month (In a year, at least 5 such interactions should be on national media)	
vi.	Proactively creating media strategies to enable positive stories every month	3 stories/ month (at least 1 stories in national media)	
vii.	Proactively carry at least one story in a leading business daily/magazine	At least one story per month	
viii.	Facilitate TV/radio engagement with schemes key stakeholders	2 interactions/ month	
ix.	Setting up of a 24x7 News Desk	Within 30 days	
4	Regular Reporting		
i.	Monthly reports	As per format at Page 86	
ii.	In-person meeting of key client servicing team with/at the level of senior ministers / senior officials/ members/officials of concerned departments/ steering committee meetings	Regular basis	
iii.	Coordinate with CMO for advocacy and promotion through various platforms	Regular basis	
5	Tracking and Analytics		
	Communication tracker: track, monitor and report news, events, policy changes and new initiatives, Govt. circulars and information relevant to Rajasthan and it's key stakeholders	Daily/Weekly/Monthly Based on gravity and relevance of published news/article etc.	
6	Crisis management as and when required by designated lead person with a proven experience in crisis communication	As per requirement of situation	
7. Other Activities			

i.	Facilitate communication workshop for training senior authorities and officials	2 per quarter	
ii.	Produce monthly report on press coverage achieved	Monthly	
iii.	Impact analysis To be presented to Steering Committee	Quarterly or as required	

3.4 Key Personnel Requirement

BIP is seeking a bidder, which has the capability to bring together a team of professionals and sub-professionals capable of completing all aspects of the assignment. The bidder should have a proven capacity to carry out the scope of work which includes inter-alia; a) Press Releases b) Press Interviews c) Media Meetings d) Featured article placement in print/electronic media e) Regional Media coverage f) Electronic Channel Coverage f) Press Conferences / Media briefing. g) Develop message content i) profile/portfolio of journalists, h) talking points, FAQs, contributory articles, info graphics, etc. i) impact analysis of PR activities

The scope of services would require a multi-disciplinary team having a mix of regional and national experience with a high degree of management and technical expertise related to various aspects of the Project.

It is desirable that the bidder shall utilize the services of domain specialists, if required, to work on the project effectively.

3.4.1 Team composition

The bidder's team shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified in Scope of Work at 3.3.

Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:-

S.No	Key Personnel with job description	Experience And Qualification Required	No. required
1.	Project Director (Part-time) Requirement would be on as and when basis He/She would provide regular strategic counsel, crisis management advice and ensure that the client gains optimally from the bidding firm's strengths and resources. It will be his responsibility to steer the project to successful execution of all proposed activities and deliveries	• Minimum 15 years' experience • On the permanent rolls of the bidder • Continuous employment/working with the bidder for at least 12 months as on 1st Nov., 2019. (Valid proof of date of appointment required)	1
2	Chief PR Coordinator He/she will be face of the bidder, dedicated to the project, based out of Jaipur. Responsible for overall execution / timely completion of directions received from time to time/ implementation of deliverables on regular basis as per approved plan and as at 3.3.9	• Minimum 10 years of experience in PR, media, public affairs and advocacy • Experience in at least 3 PR projects, completed or ongoing, with State or Central government or PSU or any government body in last 5 years.	1

3	Research cum content developer (Refer 3.3.4) Research and develop content in Hindi and English. Prepare USPs/ narrative building/ stories on different subjects like business, industry, education, agriculture and socio-economic conditions in state of Rajasthan and prepare comparative study reports and press material Edit, proofread and finalize written material. Gather numerical data and produce statistical reports. Analyze economic data to prepare reports detailing results of performed research.	•Min. experience of at least five years specially in research, and execution, writing / editing texts, skilled in preparing documents ,power – point presentations etc. with proficiency in Hindi/English •Min qualifications: Min. experience of at least five years specially in research <i>having handled at least 1 project related to investment promotion</i> •Post graduate in economics/management/social sciences and related subjects.	2
4	PR Consultants (Refer 3.3.5) The team composition should include consultants fluent in English and Hindi. They will work in close coordination with various departments and be the main link to media for press releases and distribution, coordinate for appointments for interviews etc.	Min Experience: 3 years' in PR field. The person should be a graduate/post graduate.	5
	TOTAL		9

3.4.2. Additional points regarding team deployment

1. The Consultant shall deploy the above mentioned resources (except Project Director) on an exclusive basis and as indicated in their proposal submitted to BIP, in order to ensure that the project is completed as per timelines indicated in deliverables and as per agreed milestone in the approved final PR Plan.
2. A minimum of **8 key personnel shall be working in this project full time** and the client may request the bidder to increase the number of resources based on the work requirement. Project Director will ensure support from main office of the selected PR Firm and also meet BIP /the senior leadership/senior

officials/Steering Committee members every month.

3. **Variable team of non-key personnel may be required during the duration of related activity.**
4. **The office space and necessary arrangements for the above mentioned team will be provided by the BIP and/or by other department /organization**
The Chief PR Coordinator will be the single point of contact for overall execution of work.
5. The bidder shall mobilize and demobilize its Professional Personnel and Support Personnel with the concurrence of the BIP and shall maintain the time sheet/attendance sheet of the working of all Personnel in the Project Office.
6. Need based resources would have to be deployed by the bidder based on the project requirement or as and when BIP requires services for this project ***The Client , may increase number of personnel of any category and also station them at Delhi, Jaipur or any other location in the country for the project duration***
7. ***The payment towards deployment of additional resources shall be made in accordance with the rate card provided. The rate once provided by the bidder shall be valid for throughout the contract period.***
8. The bidder will have to submit the certified team deployment for each quarter and payment will be limited to the resource deployment in that quarter, subject to agreed deployment plan mentioned in “Key Personnel Requirement” section of the RFP, unless any change is mutually agreed
9. ***A high level steering Committee will be formed to guide and steer the project to successful execution. The Steering committee shall review the project every six months or as may be required.***

3.5 Duration of Assignment

Duration of the assignment would be for a period of 2 years, starting from the date of signing of the contract. Depending on the level of achievement of objectives and quality of performance of the present assignment, the selected bidder may be considered for extension of as per RTPP Act/Rules.

Section IV: Bidding Forms

Technical Proposal (Bid)

Form TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM

(On the letter head of the Bidder)

{Location, Date}

To
The Commissioner Investment & NRIs
Bureau of Investment Promotion,
Udyog Bhawan,
Jaipur-302 005

Dear Sirs:

We, the undersigned, offer to provide the consulting services of PR Partner for Rajasthan in accordance with your Request for Proposals dated *[Insert Date]*. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Bureau of Investment Promotion and action may be taken against us under the provisions of the RTPP Act and the Rules.

(b) Our Proposal shall be valid and remain binding upon us for the required period of 90 Days.

(c) We declare that we have complied with and shall continue to comply with the provisions of Code of Integrity contained in the RFP Document in competing for and in execution of the Contract and that we have no conflict of interest in accordance.

(d) We meet the Eligibility and Qualification criteria as required in the RFP Document.

(e) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in the RFP Document may lead to the termination of Contract negotiations.

(f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(g) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period stated in the RFP Document.

(h) We understand that the Bureau of Investment Promotion is not bound to accept any Proposal that the Bureau receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

TECH 2

DETAILS OF THE BIDDER ORGANIZATION

Supporting documents (Give continuous page number to all attachments)

Sr No	Details	Response	(Kindly indicate page number/s in this column, of the supporting document/s attached with the bid in support of claim made)
1	Name and Address of the firm, Tel/ Fax/Email Details		
2	Date of Establishment of Company (enclose evidence) (Should be in existence for last five years)		
3	Average Annual Turnover (enclose balance Sheet and CA's Certificate)		
4	No of PR Professional across India		
5	Successfully executed PR projects for Govt./PSU/Corporation		
4	Offices in India and Overseas offices or tie-ups/partnerships/affiliates		
6	Is your firm a Proprietorship / Partnership or registered under the Companies Act. Please give details and enclose Certificate		
7	Details of Income Tax Registration: (Enclose copy of PAN card duly attested by gazette officer or notary)		
8	GST Registration Details: (Enclose copy duly attested by gazette officer or notary)		
9	No legal proceedings		
10	Proof of Branch office in Jaipur		
11	Profile of key team members- (in given format in TECH - 5)		

**TECH 3
Turnover**

Year	Turnover
Average for three years	indicate sum of above divided by 3

CA Certificate

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signatory Seal of Audit firm

TECH 4

Key Team

No	Category	Name	No of years' Experience	Qualification
1	Project Director			
2	Chief PR Coordinator			
3	Research cum content developer			
4	Research cum content developer			
5	PR Consultant			
6	PR Consultant			
7	PR Consultant			
8	PR Consultant			
9	PR Consultant			

TECH 5

Name of the Personnel	Position	On payroll/contracted (Tick as applicable)	No of years of experience	No of years of Experience (with Agency)
	Chief PR Coordinator	Payroll/Contracted		
	Research cum content developer	Payroll/Contracted		
	Research cum content developer	Payroll/Contracted		
	PR Consultant	Payroll/Contracted		
	PR Consultant	Payroll/Contracted		
	PR Consultant	Payroll/Contracted		
	PR Consultant	Payroll/Contracted		
	PR Consultant	Payroll/Contracted		

TECH 6

Fact Sheets of Team Members

Separate sheets for each member: Project Director/Chief PR Coordinator/ Research and content developers/ PR Consultants in given format. The sheet may be copied and each sheet filled and provided separately. Please fill the only the relevant information as applicable for each team member, as described in the bidding document at

Clause 3.6 .1. The fields not relevant to the concerned team member may be left blank. Also a self-attested CV with photograph of each team member to be attached with fact sheet.

1. Name:

2. Role Assigned for the project:

3. Educational Qualifications: (including Year of Completion):

4. No. of Years of Professional PR Experience:

5. Experience details: (to be filled for Chief PR Coordinator)

At least 3 PR projects completed or ongoing, with State or Central government or PSU or any government body in last 5 years.

Client	Work assigned	Duration of involvement

6. Experience details: (to be filled for each of the Research and Content Developers)

Assignments in research, and execution, experience in writing / editing texts, skilled in preparing documents, power – point presentations etc. in last 5 years.

Client	Work assigned	Duration of involvement

7. No of years with Firm (submit valid proof) *(to be filled for Project Director):*

Date.....

Signature of Personnel

Counter Signature by the Bidder.....

TECH 7

Form of Bid Security

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

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

Beneficiary:

The Commissioner Investment & NRIs
Bureau of Investment Promotion,
Udyog Bhawan, Jaipur-302 005

Date: [insert date]

PROPOSAL GUARANTEE No.: *[insert number]*

We have been informed that ***[insert name of the firm]*** (hereinafter called "the bidder") has submitted to you its Proposal dated ***[insert date]*** (hereinafter called "the Proposal") for the execution of services of PR Firm for Rajasthan under Request for Proposals No. ***[insert RFP number]*** ("the RFP").

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

At the request of the Firm, we ***[insert name of Bank]*** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ***[insert amount in figures][insert amount in words]*** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation(s) under the Proposal conditions, because the Consultant:

(a) has withdrawn its Proposal during the period of Proposal validity specified by the Firm in the Form of Proposal; or

(b) having been notified of the acceptance of its Proposal by the Bureau of Investment Promotion, Rajasthan during the period of Proposal validity,

(c) fails or refuses to execute the Contract Form, (d) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (ITB),

(e) does not accept the correction of errors in accordance with the ITB, or

(f) breaches any provision of the Code of Integrity specified in ITB;

This guarantee will expire: (a) if the firm is the successful upon our receipt of copies of the contract signed by the firm and the performance security issued to you upon the

instruction of the firm; and (b) if the firm is not the successful, upon the earlier of (i) our receipt of a copy your notification to the firm of the name of the successful Consultant; or (ii) thirty days after the expiration of the Consultant's Proposal. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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

Name _____

In the capacity of _____

Signed _____

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

Date _____

Bank's Seal _____

TECH 8

PRESENTATION ON TECHNICAL PROPOSAL

After opening of the Technical Bids, the **eligible Bidders** will be invited at the office of the Bureau of Investment Promotion at Jaipur, one at a time, to make a presentation on their Technical Bids (Proposals) before a Committee constituted for this purpose for better understanding of their Proposals.

The tentative date of presentation is 28.11.19. The sequence of the Presentations from the Bidders shall be on the basis of the alphabetical order of their names.

Each Bidder would be given a time period of 40 minutes for the presentation which would include discussions with the members of the Committee.

The structure and contents of the presentation:

- 1) Brief introduction of the Firm (3 slides)
- 2) Case study of any successful PR campaign for any other State/ country to promote it as a destination
- 3) Innovative tactics PR campaign executed for rural markets
- 4) Case study of Crisis Management
- 5) Current communication needs of Rajasthan
- 6) PR Methodology and work plan as per Scope of Work for PR campaign establishing Rajasthan as a progressive, dynamic state
- 7) Innovative creative ideas or new Public Relations tools for promoting the engaging **various** audiences in new ways in Rajasthan

8) Team Presentation

- Team to be deployed for the project (one slide each preferably) (*denote whether the team member proposed is on rolls of company or sub-contracted*)
- Exemplary work done by key personnel especially Project Director/Chief PR Coordinator
- Examples of work executed for Rajasthan by **Chief PR Coordinator**
- Any other example of Rajasthan related work done by any other team member
- Anything that further differentiates or establishes the strength of proposed team as per the scope of work

TECH 9

Bidder's experience of successfully executed PR projects for Govt/PSU/government body in the last 5 years

List only those assignments for which the Firm was legally contracted by the Client as a company or was one of the joint venture partners/*consortium member*. ***The PR services work assigned to the bidder should be for a Central /State Government/PSU or any government body.***

Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Bureau of Investment Promotion

Summary sheet for the most relevant assignments in the following format:

Name of the assignment	Client (address and Contact Number)	Time Period (From....to....)

Give details of the relevant assignments in the following format (1 sheet per assignment):

Assignment Name:		Country:
Project Location within the Country:		Professional Staff provided by your Firm: your Company:
Name of Client:		No. of Staff:
		No. of Person months:
Start Date:	Completion Date:	Approx. Value of Services:

Name of Associated Firms (s) if any:	No. of Professional Staff Months provided by Associated Firms(s):
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:	
Cost and Detailed Narrative Description of Project:	
Detailed Description of Actual Services Provided by your Firm:	

TECH-10

Bidder's experience as consultant for PR services to State government or Central Government for the Investment Promotion program in the last 5 years

The duration of awarded assignment should be for min. 1 year

List only those assignments for which the Firm was legally contracted by the Client as a company or was one of the joint venture partners/**consortium member. The PR services work assigned to the bidder should be for a Central /State Government/PSU or any government body.**

Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Bureau of Investment Promotion

Summary sheet for the most relevant assignments in the following format:

Name of the assignment	Client (address and Contact Number)	Time Period (From....to....)

Give details of the relevant assignments in the following format (1 sheet per assignment):

Assignment Name:		Country:
Project Location within the Country:		Professional Staff provided by your Firm: your Company:
Name of Client:		No. of Staff:
		No. of Person months:
Start Date:	Completion Date:	Approx. Value of Services:

Name of Associated Firms (s) if any:	No. of Professional Staff Months provided by Associated Firms(s):
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:	
Cost and Detailed Narrative Description of Project:	
Detailed Description of Actual Services Provided by your Firm:	

TECH-11

Bidder's experience of successfully executed 3 or more PR projects or ongoing projects in Rajasthan State for any client in last 5 years

List only those assignments for which the Firm was legally contracted by the Client as a company or was one of the joint venture partners/**consortium member**. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Bureau of Investment Promotion

Summary sheet for the most relevant assignments in the following format:

Name of the assignment	Client (address and Contact Number)	Time Period (From....to....)

Give details of the relevant assignments in the following format (1 sheet per assignment):

Assignment Name:		
Project Location within the Country:		
Name of Client:		
Start Date of assignment:	Completion Date:	Approx. Value of Services:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		

Cost and Detailed Narrative Description of Project:
Detailed Description of Actual Services Provided by your Firm in Rajasthan :

Please enclose following proofs for work done in Rajasthan for each assignment and client as quoted above:

- **Press cuttings of coverage in Rajasthan for the assignment OR any other valid proof that the assignment was executed by the bidder in Rajasthan**

FORM TECH-12

Format for query/clarification on the bid document

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 submitted through e-mail in word document (not a PDF) to bip.raj@nic.in latest by 12 PM on 20th November 2019. The bidder should send the queries through official e-mail IDs only.]

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

Declaration by the Bidder

In relation to our Proposal submitted to The Commissioner Investment & NRIs, Bureau of Investment Promotion, Udyog Bhawan, Jaipur-302 005 for procurement of consulting services of PR Firm for Rajasthan in response to their Request for Proposal No..... Dated We hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Bureau of Investment Promotion;
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

Signature of Bidder

Place:

Name:

Designation:

Address:

Financial Proposal (Bid)

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

The Commissioner Investment & NRIs
Bureau of Investment Promotion,
Udyog Bhawan, Jaipur-302 005

Dear Sirs:

We, the undersigned, offer to provide the consulting services of Public Relations for Rajasthan in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Having gone through this RFP document and having fully understood the scope of work as set out in this RFP document; we quote the following fees for the Assignment for two years:

Particulars	Amount of Fee (Rupees in Figures)	Amount of Fee (Rupees in words)
Fee for PR related activities (as per scope of work) Note: This does not include taxes as applicable and the costs of conducting events (press conferences, events, exhibitions, performances, shows, other Below The Line activities etc.) and the expenses like transport/stay/food provided to the journalists/ artists or printing, designing. It will be paid as actual		
Total Fee		

The Professional Fee of the bidder quoted as above shall cover all expenses incurred by us in fulfilling our commitments as per Terms of Reference.

Our Financial Proposal is for the amount of Rupees {Insert the amount in figures and words}, is **excluding any** applicable Taxes.

Our Financial Proposal shall be binding upon us subject to reduction, if any, resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

FORM FIN-2**FORM FIN-2 BREAKDOWN OF REMUNERATION**

Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the bidder for possible additional services requested by the BIP.

No.	Name	Position (as in TECH-4)	Person-month Remuneration Rate	Time Input in Person/ Month (from TECH-4)	Amount in Rupees
	Key Experts _____				
K-1			[Home]		
			[BIP]		
K-2					
	Non-Key Experts _____				
N-1			[Home]		
			[BIP]		
N-2					
	Other Expenses*				
	Total Costs				

SECTION V
CONDITIONS OF CONTRACT

Section V: Conditions of Contract

1. General			
S. No.	Particulars	Clause	Description
1.1	Definitions		Unless the context otherwise requires, the following terms wherever used in this Contract have the following meanings:
		1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	“Applicable Law” means the laws and any other instruments having the force of law in India and Rajasthan, as they may be issued and in force from time to time.
		1.1.3	“BIP” means the Bureau of Investment Promotion Rajasthan, Jaipur which is the agency of GOR for procuring the Services of a PR Firm. The selected bidder will sign the Contract with BIP for the Services.
		1.1.4	“CC” mean these Conditions of Contract.
		1.1.5	“Client” means the Bureau of Investment Promotion Rajasthan, Jaipur
		1.1.6	“Contract” means the legally binding written agreement as signed by the Parties that are Letter of Acceptance, these Conditions of Contract (CC), Bidding Forms and the Appendices.
		1.1.7	“Day” means a calendar day.
		1.1.8	“Effective Date” means the date on which this Contract comes into force and effect.
		1.1.9	“Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the bidder, Sub-consultant assigned by the bidder to perform the Services or any part thereof under the Contract.
		1.1.10	“Government/ GOR” means the Government of Rajasthan.

		1.1.12	“IC/ Commissioner Investment & NRIs” means the executive head of BIP.
		1.1.13	“In writing” means communicated in written form as a letter, E-mail, fax to the specified address, contact id with proof of receipt.
		1.1.14	“Key Expert(s)” or “Key Personnel” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the bidders proposal.
		1.1.15	“LOI/ LOA” means the Letter of Intent/ Acceptance sent by BIP to the selected most advantageous Bidder.
		1.1.16	“Non-Key Expert(s)” means an individual professional provided by the bidder to perform the Services or any part thereof under the Contract.
		1.1.17	“Party” means the Client or the bidder, as the case may be, and “Parties” means both of them.
		1.1.18	“Personnel” means professionals and support staff in form of Key Personnel and Non-Key Personnel which will be provided by the Bidder or by any Sub-Consultant to perform the Services or any part thereof under the Contract;
		1.1.19	“Procuring Entity” means the Bureau of Investment Promotion Rajasthan, Jaipur.
		1.1.20	“Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.21	“Services” means the tasks to be performed by the selected bidder within the completion period pursuant to the Contract.
		1.1.22	“Sub-Consultant” means any person or entity to whom the bidder sub-contracts any part of the Services with approval of BIP while remaining solely liable for the execution of the Contract.

		1.1.23	“Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the bidder, and expected results and deliverables of the assignment.
		1.1.24	“Third Party” means any person or entity other than the Government, the BIP, the bidder or a Sub-Consultant.
		1.1.25	Terms not defined here shall have the same meaning as given to them in the Act.

2. Interpretation

S.No.	Particulars	Clause	Description
2.1	Relationship Between the Parties	2.1.1	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the bidder. The bidder, subject to this Contract, has complete charge of Experts, Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
2.2	Law Governing the Contract	2.2.1	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
2.3	Language	2.3.1	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
2.4	Headings	2.4.1	The headings shall not limit, alter or affect the meaning of this Contract.
2.5	Notices, Communications	2.5.1	Any communication, notice, request or consent required or permitted to be given or made pursuant to this Contract shall be In Writing. Any such notice, request or consent shall be deemed to have been given or made when delivered personally, posted, e-mailed, faxed to an authorized representative of the Party to whom the communication is addressed, or

			when sent to such Party at the address specified in below:- Representative of the BIP and his/ her communication address: Representative of the bidder and his/ her communication address:
		2.5.2	A Party may change its address for notice hereunder by giving the other Party a notice In Writing of such change to the address specified in the SCC.
2.6	Location	2.6.1	The Services shall be performed at the office of Bureau of Investment Promotion, Jaipur and at such other locations as may be specified from time to time by BIP.
2.7	Authorized Representatives	2.7.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the bidder may be taken or executed by the Authorized Representatives of the BIP and the bidder.
3. Code of Integrity			
S.No.	Particulars	Clause	Description
3.1	Code of Integrity	3.1.1	It is required that bidders observe the highest standards of ethics during the procurement process and performance of the Contract. Therefore, The bidder, Sub-Consultants, or their personnel 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 performance of the Contract or to otherwise influence the Client/ Procuring Entity; (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract; (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process and performance of the Contract; (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to

			gain unfair advantage in the procurement process and performance of the Contract; (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 and performance of the Contract; (f) not obstruct any investigation or audit of a procurement process and performance of the Contract; (g) disclose conflict of interest, if any; (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; and (i) not indulge in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract.
		3.1.2	For the purposes of this Sub-Clause: i. “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in the Contract execution; ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of the Contract; iii. “collusive practice” means a scheme of arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; iv. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a Contract.
3.2	Measures to be Taken On Breach Of Code of Integrity	3.2.1	Breach of Code of Integrity by the bidder, Sub-Consultants, or their personnel: Without prejudice to the provisions of Chapter IV of the Act, in case of any breach of the Code of Integrity by the bidder, Sub-Consultants, or their personnel, the Procuring

			Entity, BIP may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and Chapter IV of the said Act.
3.3	Commissions and Fees	3.3.1	The BIP requires the bidder to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and debarment by the BIP.
4. Commencement, Completion, Modification and Termination of Contract			
S.No.	Particulars	Clause	Description
4.1	Effectiveness of Contract	4.1.1	This Contract shall come into force and effect on the date (the "Effective Date") on which the Client issues to the bidder the Letter of Acceptance of his Proposal. The notice to commence the Services, if issued separately, shall confirm that the effectiveness conditions agreed, if any, have been met.
	Forfeiture of Performance Security	4.1.2	Performance Security amount in full or in part may be forfeited by the BIP in any of the following cases:- (a) If the bidder fails to commence the Services within the time period after signing of the agreement as specified by the BIP. (b) If any of the terms and conditions of the Contract is breached. (c) When the bidder fails to execute the Contract satisfactorily. (d) If the bidder breaches any provision of the Code of Integrity prescribed in the Act and Chapter VI of the Rules and CC Clause 3. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of

			the Client in this regard shall be final.
4.2	Commencement of Services	4.2.1	The bidder shall confirm availability of Key Experts and begin carrying out the Services not later than the number of Days after the Effective Date specified by the BIP.
4.3	Expiration of Contract	4.3.1	Unless terminated earlier, this Contract shall expire at the end of a period of 18 months after the Effective Date.
4.4	Extension of Assignment	4.3.2	The period of completion of this Contract is 2 years but depending on the level of achievement and quality of performance adjudged by the BIP and for the sake of compatibility with the outputs of this Contract, the bidder may be considered for extension of the assignment as per the provisions of RTPP Act/Rules.
4.5	Entire Agreement	4.5.1	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
4.6	Modifications or Variations	4.6.1	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
		4.6.2	In cases of substantial modifications or variations, the prior written consent of the competent authority of the Government will be required.

5. Force Majeure			
S.No.	Particulars	Clause	Description
5.1	Definition	5.1.1	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
		5.1.2	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
		5.1.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
5.2	No Breach of Contract Due to Force Majeure	5.2.1	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
5.3	Measures to be Taken	5.3.1	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the

			consequences of any event of Force Majeure.
		5.3.2	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
		5.3.3	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
		5.3.4	During the period of their inability to perform the Services as a result of an event of Force Majeure, the bidder, upon instructions by the Client, shall either: i. demobilize, in which case the bidder shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or ii. continue with the Services to the extent possible, in which case the bidder shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
		5.3.5	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Dispute Resolution Mechanism.
5.4	Suspension	5.4.1	The Client may, by written notice of suspension to the bidder, suspend all payments to the bidder hereunder if the bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the bidder to remedy such failure within a period not exceeding thirty (30) Days after receipt by the bidder of such notice of suspension.

6. Termination			
S.No.	Particulars	Clause	Description
6.1	By the Client	6.1.1	The BIP may terminate this Contract in case of the occurrence of any of the events specified in paragraphs mentioned below. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the bidder in case of the events referred to in (a) through (d), sixty (60) days' in the case of the event referred to in (e), fourteen (14) days' in the case of the event referred to in (f) and (g), and five (5) days' in the case of the event referred to in (h), :
			(a) If the bidder fails to remedy a failure in the performance of its obligations under the Contract, as specified in the notice of termination, within thirty (30) Days of receipt of such notice of termination or within such further period as the Client may have subsequently approved In Writing. (b) If the bidder becomes (or, if the bidder consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary. (c) If the bidder fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration proceedings. (d) If, as the result of Force Majeure, the bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days. (e) If the BIP, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. (f) If the bidder, in the judgment of the BIP, has breached any provision of the Code of Integrity as given in CC Clause 3 or engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract.

			(g) If the bidder submits to the BIP a false statement/ document which has a material effect on the rights, obligations or interests of the BIP. (h) If the bidder fails to confirm availability of Key Experts as required in CC Clause 4.2.1 [Commencement of Services].
		6.1.2	Termination by the Client due to failure of the bidder to provide the required Services shall lead to the forfeiture of the Performance Security as per CC Clause 4.1.2 [Forfeiture of Performance Security].
6.2	By the Consultant	6.2.1	The bidder may terminate this Contract, by not less than thirty (30) <u>days</u>' written notice to the BIP, in case of the occurrence of any of the events specified as under: (a) If the BIP fails to pay any money due to the bidder pursuant to this Contract and not subject to dispute within forty-five (45) Days after receiving written notice from the bidder that such payment is overdue. (b) If, as the result of Force Majeure, the bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days. (c) If the BIP fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration.
6.3	Cessation of Rights and Obligations	6.3.1	Upon termination of this Contract pursuant to CC Clause 6 hereof, or upon expiration of this Contract pursuant to GCC Clauses 4.3, all rights and obligations of the Parties hereunder shall cease, except: (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in CC Clause 7.7, (iii) the bidders obligation to permit inspection, copying and auditing of their accounts and records by the BIP set forth in CC Clause 7.10, and (iv) any right which a Party may have under the Applicable Law.

6.4	Cessation of Services	6.4.1	Upon termination of this Contract by notice of either Party to the other pursuant to GCC Clause 6.1 or 6.2, the bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the bidder and equipment and materials furnished by the Client, the bidder shall proceed as provided, respectively, by CC Clause 7.13 or 7.14.
6.5	Payment upon Termination	6.5.1	Subject to the CC Clause 3.2.1 [Measures to be Taken on Breach of Code of Integrity], upon termination of this Contract, the Client shall make the following payments to the bidder: (a) payment for Services satisfactorily performed prior to the effective date of termination; and (b) in the case of termination pursuant to paragraphs (d) and (e) of CC Clause 6.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.
6.6	Disputes about Events of Termination	6.6.1	If either Party disputes whether an event has occurred, such Party may, within forty-five (45) Days after receipt of notice of termination from the other Party, may take recourse to Dispute Resolution Mechanism, and in that case this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting award in accordance with the Dispute Resolution Mechanism or arbitration.

6.7	Extension in Completion Period and Liquidated Damages	6.7.1	If the bidder considers at any time during the performance of the Contract that it is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing within 14 (Fourteen) days of the occurrence of cause of hindrance to the BIP to extend the completion period of the Contract giving detailed reasons and justifications. The BIP, after considering the reasons and justifications, may extend the period set forth for completion of the contract with or without liquidated damages. The BIP, except in case of an event of Force Majeure or reasons beyond the control of the bidder, shall be entitled to impose on the bidder, liquidated damages of 1% of the Contract amount for each week of delay after the stipulated period of completion of an activity/ event. However, the liquidated damages shall not exceed a total of 10% of the Contract amount.
7. Obligations of the Bidder			
S.No.	Particulars	Clause	Description
7.1	Standard of Performance	7.1.1	The bidder shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, approved professionals, machinery, materials and methods. The bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the BIP, and shall at all times support and safeguard the BIP's legitimate interests in any dealings with Sub-Consultants or Third Parties. No decision regarding design or incidental thereto of the bidder should cause any loss to the Client.
		7.1.2	The bidder shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

		7.1.3	The bidder may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the BIP. Notwithstanding such approval, the bidder shall retain full responsibility for the Services.
7.2	Law Governing Services	7.2.1	The bidder shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-Consultants, as well as the Personnel of the bidder and any Sub-Consultants comply with the Applicable Law.
		7.2.2	The Client shall notify the bidder In Writing of relevant local customs, and the bidder shall, after such notification, respect such customs.
7.3	Conflict of Interests	7.3.1	The bidder shall hold the BIP's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
7.4	Bidders Not to Benefit from Commissions, Discounts, etc	7.4.1	The payment of the bidder shall constitute the bidder's only payment in connection with this Contract and, the bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the bidder shall use its best efforts to ensure that any Sub- Consultants, as well as the Experts/ Personnel and agents of either of them, similarly shall not receive any such additional payment.
		7.4.2	Furthermore, if the bidder, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the bidder shall comply with the Procuring Entity's procurement rules and guidelines, and shall at all times exercise such responsibility in the best interest of the BIP. Any discounts or commissions negotiated by the bidder in the exercise of such procurement advisory responsibility shall be for the account of the BIP.

7.5	Bidder and Affiliates Not to be Otherwise Interested in Project Not to Engage in Certain Activities	7.5.1	The bidder agrees that, during the term of this Contract and after its completion or termination, the bidder and any entity affiliated with the bidder, as well as any Sub-Consultants and any entity affiliated with such Sub-bidders, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the bidder's Services for the preparation or implementation of the project.
7.6	Prohibition of Conflicting Activities	7.6.1	The bidder shall not engage, and shall cause its Experts, Personnel as well as Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
		7.6.2	The bidder has an obligation and shall ensure that its Experts and Sub-bidders shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the BIP, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract, in addition to any action which may be taken under the provisions of the Act and the Rules.
7.7	Confidentiality	7.7.1	In addition to the provisions of Section 49 of the Act and Rule 77 of the Rules, except with the prior written consent of the BIP, the bidder and the Experts or Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the bidder and the Experts or Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
7.8	Liability of the bidder	7.8.1	The bidder's liability under this Contract shall be as per the Applicable Law.

7.9	Insurance to be Taken out by the bidder	7.9.1	The bidder: (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, in the joint name of the BIP and himself, upto the final completion of the Contract at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the BIP, insurance against all the risks, personnel, vehicles, equipments, etc.; and (ii) At the BIP's request, shall provide evidence to the BIP showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The bidder shall ensure that such insurance is in place prior to commencing the Services.
7.10	Accounting, Inspection and Auditing	7.10.1	The bidder shall keep, and shall make all reasonable efforts to cause its Sub-bidders to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
		7.10.2	The bidder shall permit and shall cause its Sub-consultants to permit, the BIP or Government of Rajasthan and/ or persons appointed by them to inspect the Site and its accounts and records as well as those of its Sub-Consultants relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the BIP or Government of Rajasthan.
		7.10.3	The bidder's attention is drawn to the fact that acts of the bidder intended to impede the exercise of the powers of inspection and audit by the BIP constitute a prohibited practice leading to Contract termination as well as to a determination of ineligibility for further contracts.
7.11	Bidder's Actions Requiring Client's Prior Approval	7.11.1	Subcontracts: the bidder may subcontract work relating to the Services to an extent, and with such experts and entities as may be approved in advance by the BIP. Notwithstanding such approval, the bidder shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by

			the BIP to be incompetent or incapable in discharging assigned duties, the BIP may request the bidder to provide a replacement, with qualifications and experience equal to or better than those of the Sub-consultant being replaced and acceptable to the BIP, or to resume the performance of the Services itself.
7.12	Reporting Obligations	7.12.1	The bidder shall submit to the Client the reports and documents specified in the final Terms of Reference, in the form, in number and within the time periods set forth therein. Final reports shall be delivered in soft copy in addition to the hard copies specified.
7.13	Proprietary Rights of the BIP in Reports and Records	7.13.1	All reports and relevant data and information such as maps, drawings, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the bidder for the BIP in the course of the Services shall be confidential and become and remain the absolute property of the BIP. The bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the BIP, together with a detailed inventory thereof. The bidder may retain a copy of such documents, data and/ or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the BIP.
7.14	Equipment, Vehicles and Materials Provided by the BIP	7.14.1	Equipment, vehicles and materials made available to the bidder by the BIP, or purchased by the bidder wholly or partly with funds provided by the BIP, shall be the property of the BIP and shall be marked accordingly. Upon termination or expiration of this Contract, the bidder shall make available to the BIP an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the BIP's instructions. While in possession of such equipment, vehicles and materials, the bidder, unless otherwise instructed by the BIP in Writing, shall insure them in an amount equal to their full replacement value.

7.15	Equipment and Materials Provided by the bidder	7.15.1	Any equipment or materials brought by the bidder or its Experts and Personnel and used either for the Project or personal use shall remain the property of the bidder or the Experts and Personnel concerned, as applicable.
8. Bidders' Experts, Personnel and Sub-Consultants			
S.No.	Particulars	Clause	Description
8.1	Description of Key Experts	8.1.1	The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the bidder's Key Experts are described in Appendix B .
8.2	Availability of Key Personnel	8.2.1	The consultancy team shall be available in the office of BIP or wherever posted, on all the working days of Govt. of Rajasthan, and on public holidays also as and when necessary as felt necessary by the BIP. This is necessary since the bidder needs to support the BIP continuously throughout the consultancy period. The attendance of the personnel will be monitored by the BIP or an authority /authorities so specified by the BIP. All the personnel of the Consultancy shall necessarily put in not less than 22 working days in any calendar month.
8.3	Replacement of Key Experts	8.3.1	Except as the BIP may otherwise agree in writing, no changes shall be made in the Key Experts.
		8.3.2	Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the bidder's written request and due to circumstances outside the reasonable control of the bidder, including but not limited to death or medical incapacity. In such case, the bidder shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

8.4	Removal of Experts or Sub-consultants	8.4.1	If the BIP finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the BIP determine that bidder's Expert of Sub-bidder have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the bidder shall, at the BIP's written request, provide a replacement.
		8.4.2	In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the BIP to be incompetent or incapable in discharging assigned duties, the BIP, specifying the grounds therefore, may request the bidder to provide a replacement.
		8.4.3	Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the BIP.
		8.4.4	The bidder shall bear all costs arising out of or incidental to any removal and/ or replacement of such Experts.
9. Obligations of the Client (BIP)			
SNo	Particulars	Clause	Description
9.1	Assistance and Exemptions	9.1.1	The BIP shall use its best efforts to:
		9.1.1.1	Assist the bidder in obtaining work permits and such other documents as shall be necessary to enable the bidder to perform the Services.
		9.1.1.2	Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
		9.1.1.3	Provide to the bidder, Sub-Consultants and Personnel any such other assistance as may be requested by the bidder and agreed by BIP.

9.2	Access to Project Site	9.2.1	The BIP warrants that the bidder shall have, free of charge, unimpeded access to project site in respect of which access is required for the performance of the Services.
9.3	Counterpart Personnel	9.5.1	The BIP shall make available to the bidder free of charge such professional and support counterpart Personnel, to be nominated by the BIP with the bidder's advice, if required
9.4	Payment Obligation	9.6.1	In consideration of the Services performed by the bidder under this Contract, the BIP shall make such payments to the bidder for the deliverables specified in Appendix A and in such manner as is provided by CC Clause 10 below.

10. Payments to Bidder			
10.1	Contract Price	10.1.1	The Contract price as accepted by BIP fixed .
		10.1.2	Any change to the Contract price can be made only if the Parties have agreed to the revised scope of Services and have amended in writing the Terms of Reference in Appendix A .
10.2	Payment	10.2.1	In consideration of the Services performed by the bidder under this Contract as specified in Appendix A , the BIP shall make to the bidder such payments and in such manner as is provided in the Contract. This amount has been established based on the understanding that it includes all of the bidder's costs and profits excluding GST & other applicable taxes.
10.3	Schedule of Payments	10.3.1	Schedule of Payments:- The Schedule of Payments will be as under:- 1. The bidder shall be paid on a quarterly basis for its services at the completion of each quarter. The payment will be based on rates finalized for the award of contract to the successful bidder. 2. Payments to the bidder would be made on a quarterly basis. The overall fees quoted by the bidder shall be paid in 8 equated instalments. 3. The bidder shall submit the invoice inclusive of

			fees, OPEs and applicable taxes. 4. The selected bidder should draw up a plan within first 1 month of appointment. The plan should contain both short term and medium term milestones. The milestones will cover all the key aspects of the assignment as detailed in the scope of work of the RFP (Clause 3.3) and include the deliverables as quantified Clause 3.3.9 5. The periodic/final payment, shall be released only after ○ completion of the required milestones as per approved annual plan ○ Submission of a statement of work having been executed as per the contract and requirements detailed in the RFP Document, or communicated RFP for Public Relations (PR) Firm subsequently by BIP. ○ Quarterly impact analysis report ○ A monthly working report duly verified by the designated nodal officers of departments where service was rendered in the given format at page 100 ○ Submission of related proof of work including press cuttings and AVs where required ○ Quarterly deliverable submission as per checklist at page 98 ○ Submission of certified team deployment for each quarter and payment will be limited to the resource deployment in that quarter, subject to agreed deployment plan mentioned in “Key Personnel Requirement” section of the RFP, unless any change is mutually agreed 6. The payment shall be made on basis of submitted invoice within 90 (ninety) days of
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			completion of each quarter along with required documents / proof of completion of required deliverables and assignment for the invoiced amounts. 7. The bidder shall also submit 1.
10.4	Payment Deduction Clause	10.4 .1	The envisaged measurable milestones and the deliverables as quantified at page 98 will form the basis for measurement of performance before release of any payment.
		10.4 .2	Any delays from the time schedule stipulated by BIP for quantifiable items listed at page.....and milestones listed in the approved strategy and plan items of work or listed in the Scope of Work/Deliverable/Agreement would entitle BIP for compensation of 1% of the contract value per month , subject to a ceiling of 10% of the contract value
		10.4 .3	The bidder recognizes that payments are linked to, and dependent on the successful completion of Services, within timelines mentioned in this RfP, quality of the Services and submission of all relevant deliverables sought under this Contract.
10.5	Reimbursable	10.4 .1	The bidder shall furnish the BIP with the bills of expenses it incurred for the travel/accommodation/food for the team members, journalists or any other expenses incurred in the arrangement of events. The reimbursements of such bills shall be made by the BIP. (For travel out of Jaipur, cost of travel and accommodation during travel will be reimbursed by BIP, as per the BIP TA/DA rules for DGM level).
10.6	Taxes and Duties	10.5 .1	The bidder is responsible for meeting any and all tax liabilities arising out of the Contract. Income tax shall be deducted from the payments to the bidder at source in accordance with prevalent law.
10.7	Currency of Payment	10.6 .1	All payment under this Contract shall be made in Indian Rupees.
10.8	Mode of Billing and Payment	10.8 .1	The total payments under this Contract shall not exceed the Contract Price set forth in CC Clause 10.1 and the payments under this Contract shall be made in lump-sum installments against deliverables

			specified in Appendix A.
		10.8 .2	<u><i>The Lump-Sum Installment Payments:</i></u> The BIP shall pay the bidder within sixty (60) days after the receipt by the BIP of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the BIP does not approve the submitted deliverable(s) as satisfactory in which case the BIP shall provide comments to the bidder within the same sixty (60) days period. The bidder shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
		10.8 .3	<u><i>The Final Payment:</i></u> The final payment under this Clause shall be made only after the final reports on the output of the Services have been submitted by the bidder and approved as satisfactory by the BIP. The Services shall then be deemed completed and finally accepted by the BIP. The last lump-sum installment shall be deemed approved for payment by the BIP within ninety (120) days after receipt of the final reports on the output of the Services by the BIP unless the BIP, within such ninety (120) days period, gives written notice to the bidder specifying in detail deficiencies in the Services. The bidder shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the BIP has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the bidder to the BIP within thirty (30) Days after receipt by the bidder of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the BIP of a final report and a final statement approved by the BIP in accordance with the above.

		10.8.4	All payments under this Contract shall be made to the bank account as intimated by the bidder.
		10.8.5	With the exception of the final payment, payments do not constitute acceptance of the Services nor relieve the bidder of any obligations hereunder.
11.1	Good Faith	11.1.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

12. Settlement of disputes

Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/ differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.

Arbitration

In case the dispute is not resolved any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by Additional Chief Secretary / Principal Secretary, Government Rajasthan, Department of Industries. Arbitration proceedings shall be conducted at Jaipur and the award shall be made in English or Hindi language. Following are agreed:

- The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Contract.

Checklist of deliverables to be submitted every Quarter with Invoice

(Refer **Clause 3.3.9** for specifications of each item)

	Item	Quantity per month		Proof of Deliverable
1	Within 30 days of contract signing			
2	Strategy and Annual Rollout Plan	Within 1 month of signing of contract		Report to be submitted with invoice
3	Identification of 6 to 8 USP's for communication pillars (story buckets	Within 1 month of signing of contract		Report be submitted with invoice
4	Month wise topics/themes & timelines	Within 1 month of signing of contract		Report to be submitted with invoice
5	Setting up of News desk	Within 1 month of signing of contract		
6	Press release			
6.1, 6.2....	Details of Event /Announcement/activity etc (To be mentioned)	Output requirement	Output requirement	To be submitted with invoice
		Coverage in 1 national media	Coverage in 5 newspapers or media (Rajasthan editions)	Press release copy and coverage Press clippings /AV proof submitted with invoice
7	Monthly report with signatures of designated nodal officers (At page 100)	Per month		To be submitted with invoice
8	Interview	1 per month		Press clippings /AV proof be submitted with invoice
9	Proactively positive stories	3 stories with at least 1 in national media		Press clippings /AV proof be submitted

			with invoice
10	Facilitate radio /TV engagement with key stakeholders	2 per month	Audio to be submitted with invoice
11	Communication tracker	1 PER MONTH	1. Analytical report. 2. CD with press clippings /AV clippings to be submitted
12	Training Workshops	1 per quarter	Signature of attendees
13	Impact Analysis	1 per quarter	Report

14 Standard Reporting Format (to be submitted with invoice)

Month: _____

Expected Deliverable	Description of work	Date of Submission	Submitted to	Status	Verified by

1 Team Deployment Certificate/month (to be submitted with invoice)
(To be filled by each Team member and certified by Project Director)

Name of resource:

Position assigned:

Month:

No. of days of Involvement in the Project	Main projects handled	No Days of absence	Substitute team member during absence

Certified by

NAME:
PROJECT DIRECTOR

Appendices

APPENDIX A – FINAL TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the BIP and the bidder during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed requirements of the Services and list of deliverables including satisfactory monthly progress on ongoing activities against which the payments to the bidder will be made; BIP's input and assistance to be made; specific tasks or actions that require prior approval by the BIP.]

The text based on the Section III (Terms of Reference) of the RFP as modified in the light of the Forms TECH-1 through TECH-13 of the bidders Technical Proposal and finally approved in negotiations will be inserted here.]

.....

APPENDIX B - KEY EXPERTS

[A table based on Form TECH-4 of the bidders Technical Proposal and finalized at the Contract's negotiations will be inserted here. The CVs signed by the respective Key Experts) demonstrating the qualifications of Key Experts will also be attached.]

.....

APPENDIX C

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.

SECTION VI
CONTRACT FORMS

Section VI : Contract Forms

6.1 Contract Agreement

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

Contract for Procurement of Services of PR Firm for Rajasthan

(Lump-Sum Based)

Between

**The Commissioner Investment & NRIs,
Bureau of Investment Promotion,
UdyogBhawan, Jaipur-302 005
Phone : 91-141-2227274, 2227713, 2227812,5198300**

and

[Name of the Firm]

Dated:

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 PR Firm for Rajasthan 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;

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 Technical and Financial Proposals (Bids) submitted by the bidder

(b) The Statement of Outcomes of Negotiations

(c) The Conditions of Contract

(d) Appendices:

Appendix A: Final Terms of Reference

Appendix B: Key Experts

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Conditions of Contract; Appendix A; Appendix B. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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 work shall commence on and be completed within a period of 18 months.

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.

Witness 1 FOR AND ON BEHALF OF (THE Bidder)

Witness 2 (Name)

(Designation)

(Address)

Witness 1 FOR AND ON BEHALF OF THE BUREAU OF INVESTMENT
PROMOTION

Witness 2 (Name)

(Designation)

(Address)

6.2 Format of Bank Guarantee for Performance Security

(To be issued by a Scheduled Bank in India and properly stamped)

Bank's Name and Address of Issuing Branch

Beneficiary:

The Commissioner Investment & NRIs,
Bureau of Investment Promotion,
UdyogBhawan, Jaipur-302 005
Phone : 91-141-2227274, 2227713, 2227812,5198300

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

In favor of, The Commissioner Investment & NRIs, Bureau of Investment Promotion having its office at UdyogBhavan, Tilak Marg, Jaipur, hereinafter referred to as "BIP", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS,

A. By the Agreement being entered into between BIP and _____, a company incorporated under the provisions of the Companies Act, 1956, having its registered office/ permanent address at _____ hereinafter called the "Bidder". The bidder has been selected to provide "Services PR for Rajasthan" (herein referred to as "the Assignment").

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

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by the bidder of all its obligations relating to the Assignment during the Agreement Period.
2. The Guarantor shall, without demur, pay to BIP sums not exceeding in aggregate Rs. _____/- (Rupees _____ Only), within five (5) calendar days of receipt of a written demand therefor from BIP stating that the bidder has failed to meet its performance obligations under the Agreement.

The Guarantor shall not go into the veracity of any breach or failure on the part of the bidder or validity of demand so made by BIP and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the bidder or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

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

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

5. This Guarantee shall not be affected by any change in the constitution or winding up of the bidder/ the Guarantor or any absorption, merger or amalgamation of the bidder/ the Guarantor with any other Person.

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

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

SIGNED AND DELIVERED by

_____ Bank and Branch

by the hand of Shri _____

its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)