

**Rajasthan State Industrial Development & Investment  
Corporation Ltd.**

UdyogBhawan, Tilak Marg, Jaipur 302005

# **TENDER FOR EMPANELMENT OF AGENCY FOR SOCIAL MEDIA AND DIGITAL MARKETING**

## **A. ABOUT RIICO:**

Rajasthan State Industrial Development and Investment Corporation Limited is the flagship agency of the government of Rajasthan for creating Industrial Infrastructure and catalysing investment in the State. Through its 30 Regional Offices all over Rajasthan, RIICO administers the development of land related infrastructure for industrialization. RIICO has so far developed more than 370 Industrial areas in all parts of the State and some of Industrial areas are best Industrial area in the country. RIICO is in the process of setting up more industrial areas. RIICO Industrial Areas are planned without comprising on environmental and ecological aspects. Adequate provisions are made for woodlands and common effluent treatment plants (CETP). Each industrial areas have been provided with robust infrastructure which includes facilities like power, street lights, water supply and road linkages among others. RIICO has been awarded outstanding SIIDC award by COSIDICI in September, 2021. RIICO also provides term loan on industrial land and project too.

## **B. PURPOSE OF THE BID:**

RIICO intendsto invite the RFP from suitable and experienced companies/firms/agencies to carry out Social Media Management and Media Monitoring. Bid document can also be downloaded from website: [www.riico.co.in](http://www.riico.co.in) and [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)

**TENDER FOR EMPANELMENT OF AGENCY FOR SOCIAL MEDIA AND  
DIGITAL MARKETING**

[Reference No. xxxx Dated: xx/04/2022]

<b>Mode of Bid Submission</b>		Online through eProcurement/ e-Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>	
<b>Name of the Bidding Company/ Firm:</b>			
<b>Contact Person (Authorized Bid Signatory):</b>			
<b>Correspondence Address:</b>			
<b>Mobile No.</b>		<b>Telephone &amp; Fax Nos.:</b>	
<b>Website &amp; E-Mail:</b>			
<b>Rajasthan State Industrial Development and Investment Corporation Limited (RIICO)</b> UdyogBhawan, TilakMarg, Jaipur (Rajasthan)-302005 Phone: +91-0141-2227751-755 & 4593201-205, Fax : +91-0141-4593210 Website: <a href="http://www.riico.co.in">www.riico.co.in</a> ; Email : <a href="mailto:riico@riico.co.in">riico@riico.co.in</a>			

## 1. INVITATION FOR BIDS (IFB) AND NOTICE INVITING BID (NIB)

[Reference No. 15 Dated: 21-04-2022]

<b>Name &amp; Address of the Tendering/RFP authority</b>	Rajasthan State Industrial Development and Investment Corporation Limited (RIICO) UdyogBhawan, TilakMarg, Jaipur-302005 (Rajasthan)(India)
<b>Project Officer In-charge (POIC)</b>	General Manager (PR) Address: UdyogBhawan, TilakMarg, Jaipur-302005 (Rajasthan) Phone-0141-4593242/2227751 Email: riico@riico.co.in
<b>Subject Matter of Procurement</b>	Empanelment of Agency For Social Media And Digital Marketing
<b>Bid Procedure</b>	Single-stage Two part (envelop) open competitive e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"><li>• Websites: <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://www.riico.co.in">http://www.riico.co.in</a>,</li><li>• Bidding document fee: Rs. 2,000/- (Rupees Two Thousand Only) plus 18% GST payment through online (RTGS/NEFT/netbanking)</li><li>• RISL Processing Fee: Rs. 1,000/- (Rupees One Thousand Only) payment through online (RTGS/NEFT/netbanking)</li></ul>
<b>Estimated Cost</b>	<b>Rs. 90.00 Lacs</b> (Rupees Ninety Lacs including GST)
<b>EMD</b>	<b>Rs. 1.80 Lacs</b>
<b>Publishing Date</b>	23/04/2022; 11:00 AM
<b>Bid Download start date</b>	23/04/2022; 4:00 PM
<b>Bid submission Start date</b>	26/04/2022; 10:00 AM
<b>Bid submission End date</b>	04/05/2022;4:00 PM
<b>Bid opening date (Technical Bid )</b>	06/05/2022; 4:00 PM
<b>Submission of proof of tender fee &amp; RISL processing fee (bidder also need to submit proof in physical form to RIICO)</b>	06/05/2022; 3:00 PM
<b>Date/ Time/ Place of Financial Bid Opening</b>	Will be intimated later only to the Technically qualified bidders
<b>Bid Validity</b>	90 days from the date of open of technical bid

**Note:**

- 1) Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal and also Tender Fees and RISL Processing Fees should be submitted on line only.
- 2) To participate in the online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (if bidders already registered on <http://eproc.rajasthan.gov.in> may not to be registered again)
- 3) RIICO will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow internet speed; server issue, choking of the website due to heavy load or any other unforeseen problems.
- 4) Bidders are also advised to refer to "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 5) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e- Procurement Cell, DoIT&C for booking the training slot.  
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)  
e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)  
Address : e-Procurement Cell, RISL, YojanaBhawan, TilakMarg, C-Scheme, Jaipur
- 6) The RIICO reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 7) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the RIICO and the successful bidder.
- 8) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 9) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

**C. ELIGIBILITY CRITERIA:**

A bidder participating in the procurement process shall possess the following minimum pre qualification criteria.

<b>S No</b>	<b>Basic Requirement</b>	<b>Specific Requirements</b>	<b>Documents Required</b>
1	Legal Entity	The Bidder must be a registered entity in India as a proprietorship/ partnership firm or a private limited or a public limited company under the Indian Companies Act or a body registered under respective Indian Law.	Copy of valid Registration Certificates OR Copy of Certificates of incorporation OR relevant documents.
2	Establishment of Business	The firm should have been in the business of providing Communication Design Services (Social media marketing/Web-design/ Audio-visual/films production, etc.) for at least last 10 years	Undertaking by authorized signatory on company's letter head.
3	Financial Turnover	Bidder should have had an average annual turnover of at least INR 3.00 crore in last three financial years (FY 2018-19, 2019-2020 and 2020-21 ) from communication design services/Creative services only (excluding media releases, printing, film production, trading of goods, etc.)	Audited financial statements and CA Certificate with CA's registration number & seal clearly stating the 'Average Annual Turnover' of the bidder for last three financial years.
4	Net Worth	The Net Worth of the Bidder should be positive.	Copies of the audited balance sheet and profit and loss accounts and / or Certificate certified by auditors / CA to be enclosed.

5	Office	The bidder should have fully operational Branch/Head Office in Jaipur	Relevant document for Jaipur address proof.
6	Blacklisting	The firm must not have been debarred by the Central/State Government or blacklisted by any other procuring entity.	Undertaking to this effect on company's letter head signed by authorized signatory.
7	Tax Registration Certificate	The firm should possess and furnish proof of certificate of registration/ incorporation and registration for the Goods and Services Tax (GST) and Permanent Account Number (PAN) under Income Tax Act.	Attach relevant certificates/copies of registration.
8	Technical Capability/ Experience	The Bidder should have executed at least Five social media assignments including at least two for Central/ State Government department/Corporation/Boards in last 10 years. The value of at least one work order should not be less than Rs.15 Lakh. Experience in social media for industrial sector/investment promotion	Copies of relevant work orders or work completion certificates.  Copies of relevant work orders or work completion certificates.
9	<b>Professionals Requirement</b>	The firm must have an existing team with the following key personnel: 1. Communication Strategist – One 2. Project Managers/Client Servicing Executives – One 3. Graphic Designer – One 4. Copy/content writer – One 5. Social Media Manager – One 6. Video Editor – One 7. SEO Expert – One 8. Web designer – One 9. Web Developer – One	Attach CVs of key personnel with relevant proof of number of years of experience and details in Appendix I.

--	--	--	--

### Evaluation of Technical Proposals(Bids)

The evaluation of the Technical Proposals/ Bids will be done by awarding marks to each Technical 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. The minimum qualifying Technical Score shall be 70 out of Maximum 100 Marks. Financial Bids of only those Bidders shall be opened who score 70 marks in evaluation of their Technical Bids.

S No	Evaluation Criteria	Max. marks	Score Parameters and Marks	Documents required
<b>A.</b>	<b>Relevant Experience/ organization strength/ Capability</b>	<b>90 marks</b>		
1	No. of Years of operation in <b>communication design services</b> (as mentioned in 2 of Qualification Criteria) on the date of opening of the bid	<b>15</b>	Upto10 years: 10marks  Additional 1 mark per year above 10 years (up to max. 15 marks)	Certificate of incorporation issued by the Registrar of companies along with Memorandum of Articles of Association or authentic proof
2	The average annual turnover of the Bidder's firm in last three financial years ( 2018-19, 2019-20 and 2020-21) should be at least Rupees 3 crorefrom communication design services/Creative services only (excluding media releases, printing, film production, trading of goods, etc.).	<b>10</b>	Upto3 cr :7marks  Additional 1 mark per 1.00cr turnover (up to max. 10 marks)	Attested copy of required audited balance sheet and CA certificate
3	<b>Collective Experienceof Key personnel</b> Collective Experience shall be the average experience of 9 key professionals, who are: on the Bidder's payroll with experience in website design/ social media/digital Marketing/audio-visual/graphic design/	<b>20</b>	Average collective Less than 5 years = No marks 5 to 10 years = 10 marks more than 10 years = 20marks	Furnish CVs along with details of number of years of experience duly signed by Authorized Signatory.



	client servicing/ copy/content writing			
4	Bidder's experience in Social media management done for Central/State Government Department/Agency or Corporation with at least one work with order value of at least Rs15 Lakh (in one Financial Year) in last 10 years	<b>25</b>	1 work order of at least Rs15 Lakh = 10 marks  Further 5 marks for each additional work order of at least Rs5Lakh (max 25 marks)	Enclose relevant Letter of Award of work/ Certificate/ work order or any other proof
5	Bidder's experience in design of communication/promotional materials for industrial sector/ investment promotion for Central/State Government Department/Agency or Corporation Present relevant work with at least two work orders of Rs5 Lakh each in last 10 years	<b>15</b>	2 work orders of atleastRs. 5 lakh each= 10 marks Further 1 mark for each additional work order of atleastRs 5.00 lacs (max 15 marks)	Enclose relevant Letter of Award of work/ Certificate/ work order or any other proof
6	Existing Branch/Head Office in Jaipur with at least 9regular employees	<b>5</b>	5	Valid address proof and proof of employment
<b>B</b>	<b>Presentation</b>	<b>10</b>		The presentation will be evaluated by a committee constituted for the purpose and marks will be awarded by it.
	<b>TOTAL</b>	<b>100 marks</b>		

**The evaluation on Technical Presentation shall be done on following Sub-Criteria (Total 10 marks):**

**A. Presentation of credentials and past work of the firm (5 marks)**

**B. Presentation on Strategy & Methodology for RIICO (5 marks)**

1) Communication strategy and plan related to scope of work including sample creatives for social media

2) Processes, tools and workflow (scheduling, approvals and monitoring) and response management (as per Scope of Work)

### **Evaluation of Financial Proposals (Bids)**

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:

$$Sf = 100 \times Fm / F$$

Where,

Fm is the price of the Lowest Proposal, and

F is the Price of the Proposal under consideration

#### **1. 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,  $S = St \times 0.70 + Sf \times 0.30$ . The firm achieving the highest combined Technical Score and Financial Score, S, shall be evaluated as the Successful Bidder and invited by RIICO for negotiations.

**D. Tender Form**

1. Tender for: Social media marketing

2. Name of the Firm/Company:

3. Postal address of the firm submitting tender:

- Address of Head Office

- Address of Jaipur Office

4. Number of years the company/firm has been in the business of Media, communications and all other related activities:

5. Annual billings from Print, electronic, social media work for last three years:

Turnover for year ended	31/03/2019	31/03/2020	31/03/2021
Rupees >			

6. GST Number and PAN number

7. Nature of Ownership, in case of an organization:

(details of JV with foreign company if any)

8. Organization structure (departments/divisions, hierarchy)  
(may attach a separate copy if space not enough)

## **E. TERMS & CONDITIONS**

Terms and Conditions relating to submission of Tender :

1. Tenders forms shall be filled online through [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). No Physical tender shall be accepted.
2. The Social Media Agency's services shall be broadly classified as under(**Scope of Work**):

### **A. DIGITAL MARKETING**

#### **a. Promotional Website:**

- i. Operate and maintain user friendly promotional and informative website ( existing website-[www.riico.co.in](http://www.riico.co.in)) with pages/links dedicated to various industrial areas/zones in Rajasthan. If require, existing website can be redesigned /redevelop as per requirement. Enquiry form on the website should capture data of interested persons. The database of these enquiry submissions should be downloadable from the back-end which will then be used for targeted marketing. The website will be Mobile Responsive and On-page SEO ready.
  - ii. Maintenance of the website including updation of existing pages, addition/removal of pages, database and file backup, spam checking and cleaning, etc.
- b. Creating & publishing content on social media platforms – Facebook, Instagram, Twitter, LinkedIn– 20 creative per month. Content published should include 2 video creative per month of 30-60 sec duration without voice-over, using existing footage with RIICO.
- c. Content coverage should be relevant covering inter-alia
1. Updates on available lands (in different regions, specific industry)
  2. Notification of upcoming e-auction
  3. Relevant information – new rules/policy/offers
  4. Awards &recognition
  5. Greetings
- d. Response Management on social media platforms – Facebook, Twitter, LinkedIn, as well as removing spam.
- e. Adapting relevant creatives for Whatsapp circulation.
- f. Organising Live chats/Interview (upto one in a quarter) of RIICO officials on social media
- g. Run and manage Digital Advertising on platforms like Google, Facebook, LinkedIn and Twitter, with the aim to amplify messaging, increase traffic on website, collect enquiries for land, and thereby increase participation in e-auction, amongst relevant audiences in India.

- h. E-mail marketing: Reach out to database of enquires generated through digital marketing as well any relevant database with RIICO and from other sources, with regular informative emailers. Designing and dissemination of 2 such emailers every month.
  - i. SMS marketing: Reach out to database of enquires generated through digital marketing as well any relevant database with RIICO and from other sources, with regular promotional SMS'. Drafting and dissemination of 4 promotional SMS in a month.
  - j. Reporting: Generate monthly reports to share progress of above activities with metrics like Impressions, Reach, Enquiries, posts, among others.
  - k. **Paid Ad campaigns-** The agency shall also be responsible to run monthly paid Ad campaigns on social Media Platforms such as Google, Twitter, Facebook and LinkedIn. For such campaigns, agency shall design creatives and post on these social media platforms. No cost shall be paid by the Corporation for creatives design and posting and it will be part of agency retainership fee for digital marketing. Corporation has budget of Rs 5.00 lac per month (including all & GST) for paid AD campaigns on Google, Twitter, Facebook and LinkedIn. Payment shall be made on actual basis on submission of bills of Google, Twitter, Facebook and LinkedIn by Social media agency. Payment will be released to Social Media agency only. No service charges shall be paid by the Corporation to social media agency for this purpose. Corporation reserves all rights for paid Ad campaigns.
  - l. Agency will facilitate live program of Invest Meets/Seminars/Conferences etc. on social media platforms.
3. The tenderer shall furnish the following documents with tender form at the time of submitting the bid.
    - Attested copy of partnership deed in case of partnership firms.
    - Registration number and year of registration with Registrar of Firms in case of partnership firms.
    - Registration issued by Registrar of Companies in case of company
    - Address of residence and office, Telephone Numbers in case of sole proprietorship
    - **All the documents in support of the eligibility criteria mentioned at point no. F**
  4. RIICO reserves the right to reject any offer without assigning a reason. Only shortlisted parties will be called for presentations.
  5. If the nature of assignment requires travel out of Jaipur, cost of travel and accommodation during travel will be borne by RIICO according to the RIICO TA/DA rules for DGM level.
  6. Canvassing in any form would result in rejection of the tender.

7. At the time of bidding, the participant entity will submit an undertaking that it was has not been blacklisted in the last 3 years for any professional misconduct/ misrepresentation.
8. Delay in submission of additional information or clarifications sought by RIICO may be liable for rejection
9. If in response to this bid, the bidder makes any claim, which does not reflect the truth or is material representation of facts, the bid will be liable for rejection
10. The approved bidder shall be deemed to have carefully examined the conditions, specifications, etc. If he has any doubts as to the meaning of any portion of the conditions or of the specification, etc, he shall before signing the contract, refer the same to the concerned officer and get clarifications.

**F. Details of Tender and Bid Evaluation:**

<b>Name of Work</b>	<b>Approx. value of work (Rs. In lac)</b>	<b>Tender Fee</b>	<b>Period of completion</b>
<b>Tender for empanelment of social media and digital marketing agency</b>	90.00	Rs. 2000/- + 18% GST as tender fee and Rs.1000/- as processing fee of RISL	12 Months (Extendable by 6 months)

RIICO will examine the bids in two phases:

**Phase 1: Technical Evaluation**

All bids will go through an evaluation against the Eligibility Criteria as mentioned in this bid. Only those bidders who meet the Eligibility Criteria would be considered for Phase 2 (Financial Evaluation) of the evaluation process.

**Phase 2: Financial Evaluation**

The financial bids of the bidders qualifying Phase 1 (Technical) of evaluation shall be opened in the presence of the representatives of the qualified bidders and award the bid on the basis of Lowest Quoted Price (L1).

11. **As per office order no. ACE/Tech/311/011/Vol-IV/573 dated 17.07.2015 the practice of accepting earnest money through DD/Cheques has been discontinued and the bidders have to deposit the requisite EMD, Tender fee and processing fee through RTGS/NEFT/Interbank transfer (through their bank account) and enclose the scanned copy of Unit Transaction Reference while submitting the bid.**

**The details of the bank account of RIICO Ltd., are as under:**

**Name of Bank : ICICI Bank**

**Branch : Tilak Marg**

**Branch Address : Udyog Bhawan, Tilak Marg, Jaipur**

**Account No. : 678605600172**

**IFSC Code : ICIC0006786 (the fifth character is zero)**

12. **Refund of Earnest Money:** The Earnest money of unsuccessful tenderer shall be refunded soon after the final acceptance of tender.
13. Period of empanelment may be extended for six months or reduced or kept on hold or terminated at the discretion of the MD of RIICO.
14. Successful Bidder in Technical bid shall require to make a presentation before the constituted committee about the strength of the company/organization, methodology proposed for social media/digital marketing etc.
15. **Forfeiture of Earnest Money:** The Earnest money will be forfeited in the following cases:
  - When the tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender
  - When the tenderer does not execute the agreement, if any, prescribed within the specified time.
  - When the tenderer does not deposit the security money after the supply order is given
  - When he fails to commence the supply of the items as per supply order within the time prescribed.

16. **PENALTY CLAUSE**

- For any delay in delivery of goods and services the provisions of RTPP Act,2012/RTPP Rules, 2013/GF & AR would apply wherever applicable.

15. **SECURITY DEPOSIT:**

- 15.1 Security @ 2.5% of the estimated cost in the form of performance security. of the work will have to be deposited by the successful tenderer.
- 15.2 The client on its part would ensure that after the satisfactory completion of the contract the security money is returned within 1 month.
- 15.3 However delay in return of the security money by the client will not invite any penalty on the client, but the client will inform the agency in writing about the cause of delay.

16. **AGENCY COMPENSATION:**

- I The empanelled agency will submit monthly bills clearly mentioning the actual payments made to various social media forums along with its creative charges which should not exceed 30% of the total monthly bill amount.
- II Tax, as directed/amended by Central Excise Department of Government of India, wherever applicable, shall be charged extra over and above the rates accepted & approved and shall be payable by the Client to the Agency.

- III The agency would provide the details of its registration with Central Excise Department, Govt. of India and that the agency would be responsible for any lapse in deposition of the amount received for RIICO.
- IV TDS would be deducted on all the payments as per rule by the client. The agency is bound to provide PAN number to the client. The agency is entitled to seek details of such deductions made.
17. **Validity:** Tenders shall be valid for a period of three months from the date of opening of financial bid.
18. **Inspection:**
- (a) Duly authorized representative of RIICO shall at all reasonable time have access to the bidder premises and shall have the power at all reasonable time to inspect and examine the computer system, designing studio etc.
  - (b) The tenderer shall furnish complete address of the premises of his office, design studio where inspection can be made together.
  - (c) Name, mobile number, email and address of the person who is to be contacted for the purpose.
19. **Period of Empanelment:** The rates quoted by the Tenderer shall be valid for one year from date of issuance of work order/acceptance of order by tenderer. Further extension 6 months shall be made as per requirement. RIICO shall be free to place as many orders as required in the rates approved by it in this period.
20. **REPRESENTATION & WARRANTIES**  
The Agency hereby represents and warrants to the client that
- a) By entering into this agreement, it does not violate any obligations, under any other contracts entered into by it.
  - b) No suit has been instituted against him for insolvency or bankruptcy, or for winding up proceedings.
  - c) He is competent to enter into this agreement.
  - d) He shall not assign or transfer his rights/obligations under this agreement.
21. **CONFIDENTIALITY**  
The Agency undertakes that it shall keep strictly secret and confidential and shall not disclose, divulge or reveal during the continuance of this agreement or at any time thereafter the confidential information disclosed, communicated or given by the client relating to the products, whether disclosed or communicated to the Agency under this agreement or gained or otherwise acquired by the Agency under or by virtue of or as a result of the implementation or performance of its obligation under this agreement.
22. **INDEMNITY**  
The Agency shall indemnify and keep indemnified the Client against any loss or costs, charges and expenses to be incurred or suffered by the Client by reason of or as a result of the Agency doing any act contrary to the provisions of this agreement.



**23. TERMINATION PROVISION**

Either party may terminate the agreement by giving two months notice.

**24. FORCE MAJEURE**

Neither party shall be liable to the other for any delay or failure in the performance of any of its duties and obligations under this agreement to the extent that such delay or failure is caused due to a Force Majeure event. The party having any such cause shall promptly notify to the other party in writing of the nature of such cause and the expected delay. Force Majeure event include fire, earthquake, flood, epidemic, riot, civil disturbance, war, civil commotion, illness, act of any sovereign including but not limited to war, invasion, acts of god or other act which are beyond the control of any Party, or for any other reason which cannot reasonably be forecast or provided against, and which cannot be predicted by men of ordinary prudence.

**25. ARBITRATION**

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

**26. JURISDICTION**

All legal proceedings, if necessity arises to institute, by any of the parties shall have to be lodged in courts situated in Jaipur and no elsewhere. This agreement will be deemed to have been made in Jaipur.

**27. NON-EXCLUSIVE**

This agreement does not establish the Agency as the exclusive Agency of the Client during the term of this agreement or otherwise.

**28. NOTICE**

Any notice given under the agreement signed shall be sent by letter or fax to the usual address or last known place of business and shall be deemed to have been received by the addressee in ordinary course of post, if by letter or instantly in case of fax

**29. ENTIRE AGREEMENT:**

This agreement constitutes the entire agreement with respect to the subject matter hereof, and may only be modified or amended in a written document signed by both parties. However, for issues & points not covered under this agreement, RTPP Act, 2012/RTPP Rules, 2013/General Financial & Accounts rules (GF&AR) of Government of Rajasthan shall apply.

30. **WAIVER:**

No waiver or breach of any provision of this agreement shall constitute a waiver of any other provision, and no waiver shall be effective unless made in writing and signed by an authorized representative of the party against whom such waiver is to be enforced. In the event that any provision of this agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the agreement shall continue in full force and effect.

31. **MODIFICATION:**

I) This agreement will be executed on a Non-Judicial stamp paper of Rs. 500/- in duplicate and one copy will remain with the Client and the other with the Agency.

II) The expenses of completing and stamping the agreement shall be paid by the agency and RIICO shall be furnished free of charge with one executed stamped counter part of the agreement

Any modifications of this agreement shall be made in writing by mutual consent of the parties

32. Corporation reserves all rights to accept tender fully or partially or reject tender without assigning any reason.

**Signature of Tenderer**

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

Any person participating in a procurement process shall-

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

### **Conflict of interest:-**

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

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

## **Annexure B : Declaration by the Bidder regarding Qualifications**

### **Declaration by the Bidder**

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

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

Date :

Signature of bidder :

Place :

Name :

Designation :

Address :

## **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is General Manager (Civil)

The designation and address of the Second Appellate Authority is Financial Advisor

### **(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 on the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2)** The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall 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 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 any be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for filling 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 filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall;-
  - i. Hear all the parties to appeal present before him; and
  - ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price quantity the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (1) and (2) above.

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

### **2. Procuring Entity's Right to Vary Quantities**

- i. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document, It shall be without any change in the unit prices or other terms and condition of the Bid and the condition of contract.
- ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and condition of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

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

As a general rule all the quantities of the subject matter if procurement shall be procured from the Bidder, whose Bid is accepted. However, which it is considered that the quantity of the subject matter of procurement to be

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



## Bill of Quantity

**Name of work : Social Media & Digital Marketing**

<b>S No</b>	<b>Particulars</b>	<b>Amount (Rs) Per month</b>	<b>Amount (Rs) including GST Per month</b>
1.	Retainership fee for social media and digital marketing as per the scope of work mentioned in the technical bid (Fee per month)		

## Appendix-1

### Details of Manpower

Sr No	Name of person	Qualification	Experience (in years)	Working with bidder since	Areas of expertise
1.					
2.					
3.					
4.					
5.					

Place-

Date-

**Signature of Authorized persons**

**Name of Signatory:-**

**Designation:-**

**Name of Company/ Bidder:**

**Official Seal of Company/Bidder**