





# Department of Tourism Government of Rajasthan

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No. F.3 ( ) Mktg/Creative Agency/DT/ 6928

Dated: 07-02-2025

# **International Competitive Bidding**

E-Bid Notice for Selection of an Agency for Designing, Production and Marketing of Short Films/Videos/Creatives for Rajasthan Tourism

# (Bid No 245 / 72-25 / 2024-25)

Department of Tourism, Government of Rajasthan the invites bids for selection of an Event Management Agency (EMA) for Selection of an Agency for Designing, Production and Marketing of Short Films/Videos/Creatives for Rajasthan Tourism. Agencies with proven experience and credentials of having organized successful events can participate in this bid process.

Name of Work	Estimated cost of work	Bids invited from	Bid Security	Time & last date for submission of Bid	Time and date for opening of technical bid
Selection of an Agency for Designing, Production and Marketing of Short Films/Videos/Creat ives for Rajasthan Tourism	2.00 Crore	Reputed Media Agency	2% of the estimated cost of work (Rs. 4,00,000/-)	25/03/2025, up to 05.00 PM	26/03/2025, 12.30 PM

The E-bid form can be downloaded from <u>www.eproc.rajasthan.gov.in</u>, www.sppp.rajasthan.gov.in (e-procurement portal of the State Government) and

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www.tourism.rajasthan.gov.in. Duly filled bids can be submitted online latest by 24/03/2025 by 1700 hrs. RISL fee of Rs. 2,000/- will have to be deposited online through e-GRAS (Budget head 8658-00-102-(16)-{01}) and Bid document fee of Rs. 2000/- will have to be deposited online through e-GRAS (Budget Head 0075-00-800-52-01) (Copy of E-challan to be submitted before 1700 hrs on 24/03/2025).

#### Note:

- As per GST Clause 7, for foreign bidder RCM (Reverse Charge Mechanism) of 18% would be applicable.
- For Domestic Indian Bidder, GST would be applicable.

Interested bidder eligible as per qualification criteria may submit their response to the BID through e-procurement portal <a href="www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> and <a href="www.sppp.rajasthan.gov.i

For any other information, you may contact to Joint Director (Marketing), Department of Tourism, Government of Rajasthan, Jaipur (Tel. No. 9414337204, 0141-2822838, Email: mktg-dot@rajasthan.gov.in.

(Daleep Singh Rathore)

Joint Director (Marketing)

# REQUEST FOR PROPOSAL DOCUMENT

for

Selection of an Agency for Designing, Production and Marketing of Short Films/Videos/Creatives for Rajasthan Tourism





# Department of Tourism Government of Rajasthan

Paryatan Bhawan, Opposite Vidhyakpuri Police Station, MI road, Jaipur-302001 Telephone0141-2822807/838: E-maii: <a href="mailto:mktg-dot@rajasthan.gov.in">mktg-dot@rajasthan.gov.in</a>
Website: <a href="mailto:www.tourism.rajasthan.gov.in">www.tourism.rajasthan.gov.in</a>

# Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Department of Tourism, Government of Rajasthan(the "DOT") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by DOTto the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by DOT in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for DOT, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DOT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

DOT, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

DOT and it's counterparts also accepts no liability of any nature whether resulting from negligence or otherwise howscever caused arising from reliance of any Bidder upon the statements contained in this RFP.

DOT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that DOT is bound to select a Bidder for the Project and DOT reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DOT, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the DOTshall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

# CONTENTS

1. IN	TRODUCTION	
1.1.	Background	4
1.2.	Scope of Work of the Selected Agency:	4
1.3.	Brief Description of Bidding Process	4
1.4.	Brief Description of Bidding Process	7
	Schedule of Bidding Process  STRUCTIONS TO BIDDERS	8
A.	General	10
2.1.	Scope of Bid	10
2.2.	Minimum Eligibility Criteria.	10
2.3.	General Condition for Bidders	10
2.4.	Payments/Fees with the Bid	11
2.5.	Bid Validity Period	13
2.6.	Number of Bids and Cost thereof	15
2.7.	Verification of Information	15
2.8.	Acknowledgement by Bidder	15
2.9.	Right to Accept or Reject any or all Bids	16
2.10.	Communication between Bidders and the DOT	17
B. F	RFP Document	17
2.11.	Availability of RFP Document	17
2.12.	Pre-Bid Meeting	17
2.13.	Amendment in the RFP Document	10
C. F	Preparation & Submission of Bid	10
2.14.	Language of the Bid	18
2.15.	Format and Signing of the Bid.	18
2.16.	Submission of Bid	20
2.17.	Last Date of Submission of Eld (Bid Due Date)	21
2.18.	Withdrawal, Substitution and Modification of Bids	21
D. C	Opening of Bids	21
2.19.	Opening of Technical Bid	21
2.20.	Confidentiality	22
2.21.	Tests of Responsiveness	23
2.22.	Clarifications from the Bidders	23
2.23.	Qualification of Bidders and Notification	
2.24.	Opening of Financial Bids	24
2.25.	Proprietary data	24
2.26.	Correspondence with the Bidder	24
	TERIA FOR EVALUATION	25
3.1.	Method of Evaluation of Bids	
3.2.	Technical Bids	
3.3.	Financial Bids	.27
3.4. <b>4. PFF</b>	Net Score Calculation	.27
4. PEF	RFORMANCE SECURITY	28
	Performance Security	.28
5. FKA	AUD AND CORRUPT PRACTICES	
5.1.	Fraud and Corrupt Practices	.28
	CELLANEOUS	30
6.1. 6.2.	Miscellaneous	.30
0.2.	Conflict of Interest	.31

6.3.	Prohibition against Collusion amongst Bidder(s)	31
6.4.	Interpretation of Documents	32
6.5.	Grievance Handling During Bidding Process	33
Bid Fo	rms	
Tech	Form-1: Letter of the Bid	35
Tech	Form-2: Details of the Bidder	37
Tech	Form-3: Power of Attorney for Signing Authority	38
	Form-4: Self Declaration – No Blacklisting	
Tech	Form-5: Anti-Collusion Certificate	42
Tech	Form-6: Project Undertaking	43
	Form-7: Financial Eligibility	
	Form-8: Technical Eligibility	
	Form - 1: Financial Bid	

# 1. INTRODUCTION

# 1.1. Background

- 1.1.1. Rajasthan (India) is a culturally rich and diverse state in India, known for its majestic palaces, forts, temples, and vibrant traditions. Rajasthan tourism offers a captivating experience with a mix of history, architecture, culture, adventure, and natural beauty. State is visited by millions of tourists every year from all over the world.
- 1.1.2. To increase foreign tourist footfall in the State, Department of Tourism, Government of Rajasthan"DOT" OR "Department") intends to take-up focused marketing initiatives primarily targeting the tourism markets outside India. For this, DOT has decided to select an internationally renowned agency having robust experience in tourism content creation and its marketing on social media platforms across the world. Selected Agency shall be responsible for designing, production and marketing of Rajasthan Tourism advertisement creatives as mentioned subsequently:

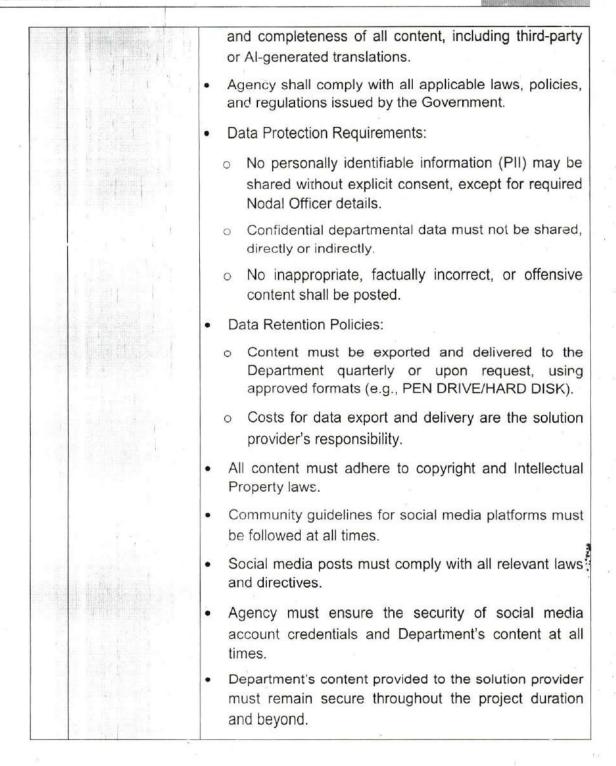
# 1.2. Scope of Work of the Selected Agency:

1.2.1. Selected Agency shall be required to provide the following deliverables:

		Video Content:
		<ul> <li>4-minute cinematic hero video (1 nos.):- A cinematic video featuring a minimum of 8 tourist locations in Rajasthan (location will be approved by DOT)</li> </ul>
		30-second Videos (3 nos.):- Short, impactful highlights from the hero video or other curated visuals.
		<ul> <li>15-second Vertical Videos (10 nos.):- Optimized for platforms like Instagram Reels, YouTube Shorts, and TikTok.</li> </ul>
1	Deliverables	Instagram Story Segments (20 nos.):- Event-based, location-focused stories to engage audiences.
		Photographic Contents:
		Evergreen Stills (30 nos.):- High-quality photographs suitable for promotional use across platforms.
		Distribution on Social Media Platforms of the Agency:
		<ul> <li>Instagram: 3 posts and coverage for 3 days via stories.</li> </ul>
		TikTok: 2 posts
		YouTube: 2 Shorts
		Facebook: 2 posts
2	Duration Deliverables	Video content and photographic contents shall be produced and submitted to the DOT within 3 months of

	50.000	award of work to the Selected Agency.
		<ul> <li>Posts for social media platforms shall have to be approved by DOT before its posting.</li> </ul>
3	Boarding, Lodging, Team, Artists, etc. for Shoot	<ul> <li>All expenses related to the above mentioned deliverables including but not limited to boarding and lodging of the team, travel, food, shooting, artists to be engaged, talent fee/ expenses, script, voice over, music in cinematic videos, etc. shall have to be arranged and paid by the Selected Agency own its own.</li> <li>DOT shall not pay any additional amount over and above the amount mentioned in the financial bid and agreed by the DOT.</li> </ul>
4	Quality Assurance	<ul> <li>All video and still content to be captured and edited in high resolution (1080p minimum for videos, RAW format for photos).</li> <li>Ensure compliance with cultural sensitivities, brand guidelines, and the DOT's objectives.</li> </ul>
5	Content Use Rights	DOT shall hold a full perpetual license for the Deliverables provided by the Selected Agency.
6	Role of DOT	<ul> <li>DOT shall facilitate for the permissions related to the shooting locations.</li> <li>Approve the locations to be covered in the cinematic hero video and script, voice over, music, if any to be used in the video.</li> </ul>
		Upon Mobilization of Team for Cinematic Shoot:     10% of Work Order Value
		<ul> <li>Upon Submission of First Draft of Cinematic Hero Video: 30% of Work Order Value</li> </ul>
	Payment to the	Upon Submission of All Deliverables to the Satisfaction of the DOT: 40% of Work Order Value
7	Agency	<ul> <li>Upon Successful Distribution of Deliverables on Social Media Platforms of the Agency: 20% of Work Order Value</li> </ul>
		In case of deficiency in the deliverables, liquidated damages/ penalties will be charges as per the applicable rules of General Financial and Accounts Rules (GF&AR) of Government of Rajasthan.

		No	te:
		2.	Payment will be made by way of electronic transfer of billed and passed amount in the bank account of the agency in Indian Rupees. The bills should be submitted clearly indicating the agency's charges and the tax component as applicable and as per actual. For facilitating Electronic Transfer of funds, the selected agency 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 firm.
		•	Department/DOT reserves the right to assess the accuracy, completeness, promptness, and politeness of all work/ deliverables submitted. Payments to the Agency shall be made only after receiving of the Deliverables as per the terms mentioned herein and to the satisfaction of the Department.
		•	Appropriate action will be taken as per RTPP Act 2012 and Rules 2013 for deficiencies observed in the Deliverables submitted by the Agency.
		•	All social media elements—including the name, description, slogan, tag line, username, URL, and shortened URL—must be SEO-friendly and finalized in collaboration with the Department.
8	Other Key Terms &	•	All content posted on social media platforms must be pre-approved by the Department.
	Conditions	•	All content created for the project shall remain the perpetual, irrevocable, and exclusive property of the Department unless explicitly stated otherwise in the RFP or through additional communications.
		•	Agency must appropriately acknowledge the Terms of Use for platforms where Departmental content resides.
		•	All Terms of Use for underlying platforms must be suitable for the project's scope and continuously monitored. Any changes impacting the project must be communicated in writing.
		•	Unauthorized use of Departmental assets must be reported to the Department promptly.
		•	Agency is responsible for ensuring the correctness



#### 1.3. Brief Description of Bidding Process

1.3.1. DOThas adopted a single-stage, two-part (Technical Bid and Financial Bid), open competitive e-bidding process as per the provisions of Rajasthan Transparency in Public Procurement Act (RTPPA), 2012 and Rajasthan Transparency in Public Procurement Rules (RTPPR), 2013 through e-procurement system at <a href="https://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>(the "Bidding Process") for Selection of an Agency for Designing, Production and Marketing of Short Films/Videos/Creatives for Rajasthan Tourism.

- 1.3.2. Biddersare invited to submit their Bids (Technical Bid and Financial Bid separately) (the "Bid") for the Project in accordance with the provisions of the RFP document.
- 1.3.3. Bidders shall submit/upload their Technical Bid and Financial Bid in separate files at <a href="https://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> as per the provisions of this RFP document.
- 1.3.4. Bidder shall be selected through Quality Cost Based Selection (QCBS) method in which Technical Bid and Financial Bid shall be assigned weightage of 70% and 30% respectively. Detailed process of evaluation of Bids is given in Clause 3 of the RFP document.
- 1.3.5. Notwithstanding anything contained in this RFP document, the detailed terms specified in the Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 1.3.6. The provisions of RTPP Act, 2012 and RTPPRules, 2013 thereto shall be applicable for this Bidding Process. Furthermore, in case of any inconsistency in any of the provisions of this RFP Document with the RTPPAct, 2012 and RTPPRules, 2013 thereto, the later shall prevail.
- 1.3.7. The statements and explanations contained in this RFP document are intended to provide a better understanding to the Bidder about the subject matter of this RFP document and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the selected Bidder as set forth in this RFP document or the DOT's rights to amend, alter, change, supplement or clarify the scope of work, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the RFP document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the DOT.
- 1.3.8. DOT shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the DOT pursuant to this RFP document, as modified, altered, amended and clarified from time to time by the DOT (collectively the "RFP document"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.4 for submission of Bids (the "Bid Due Date").
- 1.3.9. Bidders must study the RFP Document thoroughly and ascertain themselves for the requirements stated in the RFP document and prepare its Technical Bid and Financial Bid accordingly. DOT shall not be liable for such costs, regardless of the outcome of the Bidding Process.

# 1.4. Schedule of Bidding Process

1.4.1. DOT shall endeavour to adhere to the following schedule for Bidding:

S.	Event Description	Date		
N.		300000000	1 6 22	

S. N.	Event Description	Date
1	Estimated Value of Work	Rs. 2.00 Crore (exclusive of GST and all applicable taxes in India and Rajasthan). For Foreign Bidder, RCM would be applicable.
2	Availability of RFP Document	Document can be downloaded from:  www.eproc.rajasthan.gov.in,  www.sppp.rajasthan.gov.in
3	Start Date of Downloading RFP document	From:07-02-2025
4	End Date of Downloading RFP document	Upto:25-03-2025, 05:00 PM
5	Mode of Submission of Bid	Online at e-Proc website(www.eproc.rajasthan.gov.in)
6	Pre-bid Meeting	21-02-2025, 11:00 AM  Venue: Conference Hall, Paryatan Bhawan, Jaipur
7	Last Date of Online Submission of Bid (Bid Due Date)	Upto: 25-03-2025, 05:00 PM
8	Date, Time and Venue of Technical Bid Opening	26-03-2025, 12:30 PM
9	Presentation by the Bidders	Will be notified later through email.  Venue: Conference Hall, Paryatan Bhawan, Jaipur
10	Date, Time and Venue of Financial Bid Opening	Shall be intimated to the Technically Qualified Bidders at appropriate time

The above schedule is tentative. DOTreserves the right to modify the Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.



# 2. INSTRUCTIONS TO BIDDERS

#### A. General

# 2.1. Scope of Bid

2.1.1. DOTwishes to receive Bids for selection of a Bidder/Agency to whom the Project (Designing, Production and Marketing of Short Films/Videos/Creatives for Rajasthan Tourism) may be awarded as per the provisions of the RFP document.

# 2.2. Minimum Eligibility Criteria

S. N.	Particulars	Documents Required
a)	Eligible Entities	
	Bidder must be a legal entity registered under its applicable law in India/ outside India.	
	A legal entity registered outside India under its applicable law shall be termed as 'Foreign Bidder'.	· 4
(i)	Foreign Bidder shall be required to comply with Order (Public Procurement No. 4) dated 23-02-2023 issued by Department of	<ul> <li>Certified copy of certification of incorporation/registration/partners hip deed OR equivalent certificate in case of Foreign Bidder</li> </ul>
	Expenditure, Ministry of Finance, Gol (enclosed at Annexure-1) with respect to restrictions of procurement from bidders from a country or countries or class or countries on grounds of defence of India. Bids of Foreign Bidders failing to comply with this Order shall be rejected.	GST registration number and PAN number OR equivalent tax ID in case of Foreign Bidder
b)	Financial Eligibility	
	Bidder must have Minimum average annual turnover of Rs. 20.00 Crore(equivalent USD*) in last 3 financial years (2021-22, 2022-23, 2023-24.  In case of Foreign Bidder, FY 2021, 2022 and 2023 shall also be	Certificate specifying average annual turnover in the format specified in <b>Bid Forms (Form-6)</b> duly certified by the Chartered Accountant having UDIN Number on it. In case of Foreign Bidder, certificate of average annual
34	accepted.  *Exchange Rate: 1USD = Current	turnover shall be certified by professional equivalent to the Chartered Accountant in India.

S. N.	Particulars	Documents Required		
Maria Salam Merini	rate			
c)	Technical Eligibility			
(i)	Bidder must have successfully completed at least 2 similar works (designing, production and marketing of tourism advertisement creatives including short films/TVC, etc.) having minimum contract value of Rs. 2.00 Crore each (equivalent USD*)in the last 7 years preceding to the last date of submission of Bid (Bid Due Date).  *Exchange Rate: 1USD = Current rate	Details of technical eligibility/ experience in the format specified in Bid Forms (Form-7). In support of Technical Eligibility, Bidders shall be required to submit the work order/Agreement and completion certificate for the works claimed under Technical Eligibility.		
(ii)	Bidder must have physical office in at least 3 countries	Supporting document for office address		
(iii)	Bidder or its official brand name must have at least 10 million followers on any social media platform including Instagram, Facebook, Youtube, Tiktok, Threads.	Supporting document to establish the claim of followers on social media platform		

#### 2.3. General Condition for Bidders

- 2.3.1. Bidder shall be required to submit its Bid containing all details as required in **Bid** Forms (Tech Form and Fin Form).
- 2.3.2. A Bidder shall, in the last 3 years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such bidder.
- 2.3.3. A Bidder shall not have a conflict of Interest (the "Conflict of Interest") that affects the Bidding Process. Any Pidder found to have a Conflict of Interest shall be disqualified. The Events of Conflict of Interest of a Bidder are given in Clause 6.2.
- 2.3.4. DOTreserves the right to contact the Bidder, their bankers, their consultants, their clients and other such sources for verifying the information, references and data submitted by the Bidder in the Bid including the supporting documents/evidences/certificates submitted by the Bidder(s) as required in the Bid, without further reference to the Bidder(s).

- 2.3.5. Failure by the Bidder to provide all requisite information in the Bid or additional information required by the DOT shall be at the Bidders' sole risk and cost, and may impact evaluation of the Technical Bid and/or Financial Bid besides leading to rejection of Bid as being non-responsive.
- 2.3.6. DOTshall be fully entitled to disqualify any Bidder from Bidding Process for any reasons whatsoever including but not limited to the following:
  - a) failure to submit the requisite information and additional documents, based on which bidder has claimed Financial Eligibility/Technical Eligibility, within the required timeframe sought by the DOT for evaluation of the Bid;
  - b) willful misrapresentation in any document submitted by the Bidder;
  - c) if a Bidder submits more than one Bid;
  - the information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation or was materially inaccurate or incomplete;
  - e) If a Bidder submits a non-responsive or qualified or conditional Bid;
  - f) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause5 of thisRFP document;
  - g) If a Bidder withdraws its Bid during the period of Bid validity as specified in thisRFP documentand as extended by the Bidder from time to time;
  - Any other conditions for which forfeiture of Bid Security has been provided under this RFP.
- 2.3.7. In the event DOTdisqualifies any Bidder under Clause 2.3.6 hereinabove, the DOT may forfeit the Bid Security of such disqualified Bidder.
- 2.3.8. Any attempts or efforts by a Bidder to influence the processing or evaluation of Bids or decision-making process of the DOTor any officer, agent or advisor thereof, may result in the rejection of such Bidder's Bid. In the event of rejection of Bid in pursuance of this provision, the Bid Security of the concerned Bidder shall be forfeited by the DOT at its sole discretion and the Bidder shall not be entitled to lodge any claims in this regard.
- 2.3.9. In case of extension in the task/ services period with liquidated damages, the recovery shall be made on the basis of following percentages of value of services which the successful bidder failed to supply: -

S. No.	Delay (Time Period)	Liquidated damages
1.	Delay up to one fourth period of the prescribed delivery period.	2 1/2%
2.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5%
3.	Delay exceeding half but not exceeding three fourth of the	7 1/2%

	prescribed delivery period.	
4.	Delay exceeding three fourth of the prescribed delivery period.	10 %

## 2.3.10. Additional Conditions specific to Foreign Bidders:

- a) Foreign Bidder shall be required to comply with Order (Public Procurement No. 4) dated 23-03-2023 issued by Department of Expenditure, Ministry of Finance, Gol (enclosed at Annexure-1) with respect to restrictions of procurement from bidders from a country or countries or class or countries on grounds of defence of India. Bids of Foreign Bidders failing to comply with this Order shall be rejected.
- b) In case any of the documents submitted by the Foreign Bidder are in foreign language (i.e. any language other than English), the English translation of the same shall be submitted along with the Bid. Such English translation shall be duly certified, stamped and signed by the Indian Embassy/High Commission ORthe translation agency approved/authorised by Indian Embassy/High Commission in that country.
- c) For a Power of Attorney executed and issued overseas/outside India, the document will also have to be legalised by the Indian Embassy/High Commission and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

# 2.4. Payments/Fees with the Bid

2.4.1. In terms of this RFP document, a Bidder shall be required to make payment of the following for RISL Processing Fee, Tender Fee and Bid Security along with submission of its online Bid at <a href="https://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>

Fee Description	Amount	Mode of Payment and Payable to		
RISL Processing Fee	Rs. 2,000/- (equivalent USD*)	Online through e-GRAS (Budget head 8658-00-102-(16)-{01})		
Tender Fee	Rs. 2,000/- (equivalent USD*)	Online through e-GRAS (Budget Head 0075-00-800-52-01)		
Bid Security	Rs. 4,00,000/- (equivalent USD*)	Online through e-GRAS (Budget head 8443-00-103-00-00)		

<sup>\*</sup>Exchange Rate: 1USD = Current rate

2.4.2. E-challan for the above payments/fee shall be uploaded on www.eproc.rajasthan.gov.in along with the submission of Technical Bid.Original Copy

of E-challanshall also be submitted physically to the DOT on date, time and venue as given in Schedule of Bidding Process at Clause 1.4.

2.4.3. In case of Foreign Bidder, the above fee (RISL Processing Fee, Tender Fee and Bid Securitty) may be deposited in the following Bank Account directly:

Name of Bank:
Account Holder Name:
Bank Account No.:
IFSC Code:

Evidence for the above payments/fee shall be uploaded on <a href="https://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> along with the submission of Technical Bid.

- 2.4.4. In case of Small-Scale Industries of Rajasthan, the Bid Security shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids. [Rule No. 42 (2) of RTPP Rules 2013]. Eligible Bidders submitting concessional Bid Security shall submit the supporting documents in compliance of Rule 42 (2) of RTPP Rules 2013.
- 2.4.5. The Bid shall be summarily rejected if it is not accompanied by the RISL Processing Fee, Tender Fee and Bid Security.
- 2.4.6. Bid Security of ineligible Bidder(s) shall be returned by the DOTwithout any interest as promptly as possible after signing of Agreement with the selected Bidderor when the Bidding process is cancelled by the DOT.
- 2.4.7. The Bid Security of the Selected Bidder shall be released without any interest on receipt of Performance Security from it, in accordance with the provisions of this RFP Document.
- 2.4.8. The Bid Security shall be forfeited by the DOT, at its sole discretion in the following cases:
  - a) if the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
  - b) the Bidder withdraws/modifies/substitutes its Bid during Bid Validity Period, including any extension thereof;
  - c) in case of a Selected Bidder, if it fails to sign the Agreementor fails to furnish the required Performance Security to the DOT within the time specified herein and in the Letter of Award (LOA)/ Work Order fails to sign and return a duplicate copy of the Work Order with its acknowledgement within the timelines as specified in the LOA/Work Order;
  - d) in case the Bid of the Bidder is determined as being non-responsive due to its being "Conditional" or for any other reason, in the opinion of DOT;
  - e) if the Bidder refuses to accept the correction of errors in its Bid:

- f) any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP.
- 2.4.9. DOTshall return the Bid Security after the earliest of the following events, namely:
  - a) the expiry of Bid Validity Period; or
  - b) the execution of Agreement with the selected Bidder; or
  - c) the cancellation/termination of Bidding Process for any reason whatsoever.
- 2.4.10. As per Rule 42 (7) of RTPP Rules 2013: The bidding documents may stipulate that the issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.

## 2.5. Bid Validity Period

2.5.1. The Bid shall remain valid for a period not less than 180days from the Bid Due Date (the "Bid Validity Period"). DOTreserves the right to reject any Bid which does not meet this requirement.

## 2.5.2. Extension of Bid Validity Period

- a) Prior to the expiry of Bid Validity Period, the DOT, may request Bidders to extend the period of validity of their Bids for specified additional period. The request for extension shall be made in writing. A Bidder's refusal for such extension shall be treated as withdrawal of the Bid and in such circumstance the Bid Security shall be returned to the Bidder.
- b) Bidders who agree for extension of Bid Validity Period, shall be required to extend the validity of their Bid Security/ or provide fresh Bid Security (as applicable) in conformity with this Clause.
- c) When an extension of the Bid Validity Period is requested, Bidder(s) shall not be permitted to change the terms and conditions of their Bid(s).

#### 2.6. Number of Bids and Cost thereof

- 2.6.1. No Bidder shall submit more than 1 Bid for the Project in response to the RFP document. Any Bidder who submits more than 1 Bid for the same Project shall be disqualified.
- 2.6.2. Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. DOTshall not be responsible or in way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

#### 2.7. Verification of Information

2.7.1. Bidders must study the RFP Document thoroughly and ascertain themselves for the requirements stated in the RFP document for preparation of its Technical Bid and Financial Bid.DOT shall not be liable for such costs, regardless of the outcome of the Bidding Process.

# 2.8. Acknowledgement by Bidder

- 2.8.1. It shall be deemed that by submitting the Bid, the Bidder has:
  - a) made a complete and careful examination of the RFP document
  - accepted the risk of inadequacy, errors or mistake in the information provided in the RFPdocument or furnished by or on behalf of DOTrelating to any of the matters referred to in Clause 2.8.1 herein; and
  - c) agreed to be bound by the undertakings provided by it under and in terms hereof
- 2.8.2. DOTshall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP document or the Bidding Process, including any error or mistake therein or for any information or data given by the DOT.

## 2.9. Right to Accept or Reject any or all Bids

- 2.9.1. Notwithstanding anything contained in this RFP document, the DOT reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligations for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the DOT rejects or annuls all the Bids, it may, in its discretion, invite all the participatingBidders to submit fresh Bids hereunder.
- 2.9.2. DOT reserves the right to reject any Bid if:
  - a) at any time, a material misrepresentation is made or uncovered, or
  - b) Bidder does not provide, within the time specified by the DOT, the supplemental information sought by the Bidder for evaluation of the Bidder.

In case it is found during the evaluation or at any time before signing of the Agreementor after its execution and during the period of subsistence thereof including any of the Minimum Eligibility Criteria conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any material incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the selected Agency either by issue of Letter of Award (LOA)/Work Order or entering into the Agreement, and if the Bidder has already been issued the Work Order or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained herein or in this RFP document, be liable to be terminated, by communication in writing by the DOTto the Bidder, without DOT being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the DOT may have under this RFP document and the Agreementor under applicable law. In such case, the DOT shall have right to forfeit the Bid Security/ or the Performance Security, as the case may be, or any other sum of the selected Agency available with the DOT. DOTreserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP documentarytime after the submission by the Bidder and till thesubsistence of the Agreement. Any such verification or lack of such verification by the DOTshall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the DOT.

#### 2.10. Communication between Bidders and the DOT

2.10.1. All communications to the DOT, in the context of this RFP document and related issues, unless specified otherwise, shall be addressed to;

# Joint Director (Marketing),

Department of Tourism, Government of Rajasthan Limited (DOT)

Paryatan Bhawan, Opposite Vidhyakpuri Police Station, MI road, Jaipur-302001 **Telephone**:0141-2822807/838; **E-mail**: <a href="mailto:mktg-dot@rajasthan.gov.in">mktg-dot@rajasthan.gov.in</a>

- 2.10.2. All communications to the Bidders shall be sent to the designated person/representative of the prospective Bidder at the address mentioned in the covering/forwarding letter of its Bid, as addressed to the DOT unless the DOT is advised otherwise by the concerned prospective Bidder.
- 2.10.3. DOT shall not entertain or enter into any correspondence (written or oral) with the Bidders except where the DOT seeks clarification from prospective Bidder or where a prospective Bidder seeks clarification from the DOT in writing before submission of Bid, whereupon the DOTmay provide written clarifications.

#### B. RFP Document

# 2.11. Availability of RFP Document

- 2.11.1. The RFP document (in PDF format) shall be available on www.eproc.rajasthan.gov.inand www.sppp.rajasthan.gov.induring the period mentioned in Schedule of Eidding Process at Clause 1.4.
- 2.11.2. Prospective Bidders can download the RFP document from the above websites but shall be required to remit the cost of RFP document (Tender Fee) in the manner and form as prescribed in Clause 2.4.

#### 2.12. Pre-Bid Meeting

- 2.12.1. A pre-bid meeting shall be held on the date, time and venue mentioned in Clause 1.4 (Schedule of Bidding Process) to clarify and discuss any provisions or requirements related to this RFP document. All interested parties can participate in the pre-bid meeting.
- 2.12.2. Written queries shall be submitted at the address given in Clause 1.4 or e-mailed at <a href="mktg-dot@rajasthan.gov.in">mktg-dot@rajasthan.gov.in</a> in the following format 2 days before the scheduled date of pre-bid meeting:

S. N.	Reference Clause of RFP	Subject/Title	Query/ Clarification Sought

S. N.	Reference Clause of RFP	Subject/Title	Query/ Clarification Sought
			0

- 2.12.3. DOT shall endeavour to respond to the written queries received from the prospective Bidders. However, the DOT reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the DOT to respond to any query or to provide any clarification.
- 2.12.4. Responses to pre-bid queries, amendments/ clarifications, if any, in the RFP Document shall be uploaded on <a href="www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>, <a href="www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>,
- 2.12.5. Verbal clarifications and information given by DOT, or its employees or representatives advisors/consultants or its shall not in any way or manner be binding on the DOT.

# 2.13. Amendment in the RFP Document

- 2.13.1. At any time prior to the Bid Due Date, the DOTmay for any reason, modify the RFP document/extend Bid Due Date by issuing an "Addendum". Any modification of the RFP document shall be made by the DOT exclusively through the issue of Addendum.
- 2.13.2. Addendum shall be notified on <u>www.eproc.rajasthan.gov.in</u> or<u>www.sppp.rajasthan.gov.in</u>. Such Addendum shall become part of the RFP document.

# C. Preparation & Submission of Bid

#### 2.14. Language of the Bid

2.14.1. The Bid and related documents to the Bid and all correspondence exchanged between Bidder(s) and the DOTshall be in English language. Supporting documents and printed literature furnished by the Bidder(s) in another language shall be accepted provided they are accompanied with accurate translation of the relevant passages in the English language. Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

## 2.15. Format and Signing of the Bid

- 2.15.1. The Bidder shall provide all the information sought under this RFP document.
- 2.15.2. Bidder shall submit their Bids in accordance with the provisions set forth in this RFP document. In order to enable consistency among Bids and to facilitate smooth evaluation by the DOT, some formats in which the Bidders shall provide information/data comprising Bids are given in this RFP document. The DOTshall

- evaluate only those Bids that are received in the required format complete in all respects and in line with the instructions contained in this RFP document.
- 2.15.3. The Technical Bid shall be signed and stamped on each page initialed by a person duly authorised to sign on behalf of Bidder holding Power of Attorney, as per the format as specified in Bid Forms (Tech Form-3). The Technical Bid shall be in PDF format with all pages numbered serially along with an index. The PDF format shall be uplcaded on the website as provided in this RFP.
- 2.15.4. The Financial Bid shall be submitted in the format as specified in **Bid Forms(FiN Form-1).**
- 2.15.5. Any corrections in the Technical Bid such as interlineations, erasures or overwriting shall be valid only if they are signed and stamped by a person duly authorized to sign on behalf of Bidder.
- 2.15.6. A single stage two-part (Technical Bid and Financial Bid) system shall be followed for the Bid as outlined below:
  - (i) Technical Bid, including Fee details (Tender Fee, RISL Processing Fee and Bid Security) in PDF format
  - (ii) Financial Bid in MS-Excel format
- 2.15.7. Technical Bid (the "Technical Bid") shall consist of the following documents:

S. N.	Document Type	Document Format
1	Letter of the Bid	as per the format specified at Tech Form-1 (in PDF Format)
2	Tender Fee	Copy of E-challanfor payment of Fee on e-grass portal/ evidence of online payment (in case of Foreign Bidder)
3	RISL Processing Fee	Copy of E-challan for payment of Fee on e-grass portal/ evidence of online payment (in case of Foreign Bidder)
4	Bid Security	Copy of E-challan for payment of Fee on e-grass portal/ evidence of online payment (in case of Foreign Bidder)
5	Details of Bidder	as per the format specified at Tech Form-2 (in PDF format)
6	Certified copy of Certificate of registration/ incorporation as applicable to legal status of the Bidder	Scanned copy of documents (in PDF format)
7	Power of Attorney for Signing Authority	as per the format specified at <b>Tech Form-3</b> (in PDF format)

S. N.	Document Type	Document Format
10	Self Declaration - No Blacklisting	as per the format specified at TechForm-4 (in PDF format)
11	Anti-Collusion Certificate	as per the format specified at TechForm-5 (in PDF format)
12	Project Undertaking	as per the format specified at TechForm-6 (in PDF format)
13	Financial Eligibility	as per the format specified at TechForm-7 (in PDF format)
14	Technical Eligibility	as per the format specified at TechForm-8 (in PDF format)

2.15.8. Financial Bid (the "Financial Bid") shall consist of the following document:

S. N.	Document Type	Document Format	
1	Financial Bid	As per as per the format specified at FINForm-1 (format available at www.eproc.rajasthan.gov.in)	

#### 2.16. Submission of Bid

- 2.16.1. Bid shall be submitted in two separate files i.e. (i) Technical Bid (in PDF format) and (ii) Financial Bid (in MS-Excel format). Technical Bid and Financial Bid shall contain all documents/information as set forth in this RFP document and in the format and manner as detailed in Clauses2.15.7.
- 2.16.2. Bid shall be submitted/ uploaded online on www.eproc.rajasthan.gov.in only. Bidders must register on www.eproc.rajasthan.gov.in (Bidders already registered www.eproc.rajasthan.gov.in before 30-09-2011 must register again). Bidders are advised to refer to the orders issued by the Finance Department, GoR vide F.1(1)FD/GF&AR/2007 (Circular No. 19/2011) dated 30.09.2011 for getting acquainted with e-tendering process.
- 2.16.3. To participate in online Bidding Process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign their Bids. Bidders can procure the same from any Controller of Certifying Authorities (CCA) approved certifying agency, i.e. TCS, Safecrypt, Ncode etc.

- Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 2.16.4. Bidders are also advised to refer "Bidders Manual Kit" available at e-procurement website for further details about the e-Tendering process.
- 2.16.5. Training for the Bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidders interested for training may contact e-Procurement Cell, RISL 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

- 2.16.6. Bid (Technical Bid and Financial Bid) submitted/uploaded on www.eproc.rajasthan.gov.in shall be digitally signed with DSC of the Authorised Signatory.
- 2.16.7. After submission of Bid on <a href="www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> the Bidders shall submit copy of E-challan for payment of for RISL Processing Fee, Tender Fee and Bid Security as per the date, time and venue mentioned in Schedule of Bidding Process as given at Clause 1.4. Non-submission of the above shall lead to non-acceptance of the Bid submitted/uploaded by the Bidder.

#### 2.17. Last Date of Submission of Bid (Bid Due Date)

- 2.17.1. Bid should be submitted/ uploaded on www.eproc.rajasthan.gov.in during the period given in Schedule of Bidding Process at Clause 1.4 in the manner and form as detailed in the RFP Document. Bidders are requested to upload their Bids well in time so as to avoid 11<sup>th</sup> hour issues such as slow speed of internet, website hanging/ choking/ slow downloading due to heavy load or any other unforeseen situation.
- 2.17.2. DOTmay at its sole discretion, extend the Bid Due Date by issuing an Addendum.

#### 2.18. Withdrawal, Substitution and Modification of Bids

- 2.18.1. A Bidder may withdraw/substitute/modify its Bid (Technical and/or Financial Bid) as per the instruction/procedure (if available) at <a href="www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> till Bid Due Date. Bidder shall not be permitted to withdraw/substitute/modify its Bid after Bid Due Date.
  - 2.18.2. Bid withdrawn shall not be opened and processed further.

# D. Opening of Bids

#### 2.19. Opening of Technical Bid

- 2.19.1. DOT, in first-part, shall open the Technical Bids online on the date and time mentioned in the Schedule of Bidding Process given at Clause 1.4.
- 2.19.2. All the documents comprising of Technical Bid shall be downloaded from <a href="www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>for each of the Bidder who has submitted the E-challan for payment of RISL Processing Γee, Tender Fee and Bid Security/ evidence of online payment (incase of Foreign Bidder)

- 2.19.3. Any information contained in the Bid shall not in any way be construed as binding onthe DOT, its successors or assigns, but shall be binding on the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 2.19.4. DOTreserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 2.19.5. If any information furnished by the Bidder is found to be incomplete, or contained in format other than those specified herein, the DOT may, in its sole discretion, exclude the relevant information from evaluating the eligibility of the Bidder.
- 2.19.6. In the event that a Bidder claims credit for eligibility under the Eligibility Criteria, and such claim is determined by the DOT as incorrect or erroneous, the DOTshall reject such claim and exclude the same from admissibility for purposes of the Eligibility Criteria. Where any information is found to be patently false or amounting to a material misrepresentation, the DOTreserves the right to reject the Bid inaccordance with provisions of Clause 2.9.2.

## 2.20. Confidentiality

- 2.20.1. The Bidder shall mandatorily comply with the requirements of the provisions of Section 49 of the RTPP Act, 2012 and Rule 77 of the RTPP Rules, 2013 regarding 'Confidentiality'. Information relating to examination, clarification, and recommendation for eligibility/qualification of the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the DOT in relation to or matters arising out of, or concerning the Bidding Process. DOT will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. DOT may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or DOT or as may be required by law or in connection with any legal process.
- 2.20.2. Information relating to examination, clarification, and recommendation for eligibility/qualification of the Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the DOTin relation to or matters arising out of, or concerning the Bidding Process. DOTwill treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. DOTmay not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ orDOT or as may be required by law or in connection with any legal process.
- 2.20.3. DOT shall conduct a preliminary scrutiny of the opened Technical Bids to assess the prima-facie responsiveness and ensure that the:
  - (i) bid is accompanied by relevant document related to Tender Fee, RISL Processing Fee and Bid Security;
  - (ii) bid is valid for the period specified in the RFP document;

- (iii) bid is unconditional and the Bidder has agreed to give the required Performance Security;
- (iv) other conditions as specified in the RFP document are fulfilled;
- (v) any other information which the DOT may consider appropriate has been furnished by the Bidder.

#### 2.20.4. NOT USED

2.20.5. The Financial Bid shall remain unopened which shall be opened later on a date, time and venue to be intimated to the Bidders who qualify in the evaluation of Technical Bids and the presentation.

# 2.21. Tests of Responsiveness

- 2.21.1. Prior to evaluation of Bids, DOT shall determine whether each Bid is responsive to the requirements of the RFP Document. A Bid shall be considered responsive only if:
  - a) It is received as per the formats specified in Clauses2.15.7;
  - b) It is received by the Bid Due Date including any extensions thereof in pursuant to Clause 2.17;
  - c) it is signed and submitted in accordance with Clauses 2.15 and 2.16;
  - d) it is accompanied by the Power of Attorney in the format as specified at Tech Form-3;
  - e) it contains all the information and documents (complete in all respects) as requested in this RFP document;
  - f) it contains information in formats same as those specified in this RFP document:
  - g) it does not contain any condition or qualification; and
  - h) it is not non-responsive in terms hereof.
- 2.21.2. DOTreserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the DOT in respect of such Bid.

#### 2.22. Clarifications from the Bidders

- 2.22.1. To facilitate evaluation of Bids, DOTmay, at its discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by DOT for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.22.2. If a Bidder does not provide clarifications sought under Clause 2.22.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bidder does not provide the clarifications within the stipulated time, DOT may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of DOT.

#### 2.23. Qualification of Bidders and Notification

- 2.23.1. After the evaluation of the Technical Bids and the presentation, DOT would announce technical score of the Bidders as per Clause 3. whose Financial Bids will be opened in the second part.
- 2.23.2. DOT shall upload the technical score of the Bidders on <u>www.eproc.rajasthan.gov.in</u> <u>or www.sppp.rajasthan.gov.in</u>before opening of the Financial Bid and notify the date and time of opening of Financial Bid.

#### 2.24. Opening of Financial Bids

2.24.1. In the second part, the Financial Bids of only those Bidders shall be opened who achieve minimum technical score of 70 marks.

# 2.25. Proprietary data

- 2.25.1. All documents and other information supplied by DOT or submitted by a Bidder to DOT shall remain or become the property of the DOT.
- 2.25.2. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. DOTwill not return any Bid or any information provided therewith.

# 2.26. Correspondence with the Bidder

2.26.1. Save and except as provided in this RFP document, DOT shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

## 3. CRITERIA FOR EVALUATION

#### 3.1. Method of Evaluation of Bids

3.1.1. Bidder shall be selected through competitive bidding process adopting Quality Cost Based Selection (QCBS) method in which Technical Bid and Financial Bid shall be assigned weightage of 70% and 30% respectively. The process of evaluation of Bids is given subsequently.

#### 3.2. Technical Bids

- 3.2.1. In first part, the DOTshall carry out a detailed evaluation of the Technical Bid in order to determine whether the Technical Bid is in accordance with the requirements set forth in the RFP.
- 3.2.2. Bidders who meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as 'Eligible Bidders'.
- 3.2.3. Bidders who do not meet the Minimum Eligibility Criteria set forth in Clause 2.2 shall be termed as 'Non-Eligible Bidders'.
- 3.2.4. Eligible Bidders shall be intimated the date, time and venue of making PowerPoint presentation (PPT)to DOT Committee.
- 3.2.5. DOT shall evaluate the Technical Bids and PPT of the Eligible Bidderson the basis of following technical score criteria and the Bidders who achieveminimum technical score of 70 marks shall be eligible for opening of their Financial Bids.

SI.	Parameter	Details	Marks	Maximum Marks
	Tunrover of Bidder in last three Financial Years (2021-22, 2022-23 and 2023-24). In case of	Upto Rs. 20 Crore (equivalent USD*)	2	
		More than Rs. 20 Crore and lesser than Rs. 50 Crore (equivalent USD*)	5	15
1		More than Rs. 50 Crore and lesser than Rs. 100 Crore (equivalent USD*)	10	
		More than Rs. 100 Crore (equivalent USD*)	15	120
2	Ridder's Physical Office	Upto 3 Countries	5	15
	Bidder's Physical Office	4-5 Countries	10	15



SI.	Parameter	Details	Marks	Maximum Marks
		More than 5 countries	15	
	Didded a with afficial	Upto 10 Million (Mn)	5	
3	Bidder's or its official brand namefollowers on any social media platform	More than 10 Mn and lesser than 20 Mn	10	20
3	including Instagram, Facebook, Youtube, Tiktok, Threads.	More than 20 Mn and lesser than 25 Mn	15	
	Threads.	More than 25 Mn	20	16
	Bidder's experience of	Upto 2 Works	10	
	successfully completing similar works (designing, production and marketing of tourism advertisement creatives including short films/TVC, etc.) having minimum contract value of Rs. 2.00 Crore each (equivalent USD*) in the last 7 years preceding to the last date of submission of Bid (Bid Due Date).	More than 2 works and lesser than 5 works	15	
4		More than 5 work	20	20
		Proposed Concept and exclusiveness of the Idea for Cinematic Hero Video and Other Deliverables	10	
8	PowerPoint Presentation	Case studies of Similar Works and their measurable impacts	5	-
	(PPT) to the Committee	Team Composition	5	
		Proposed strategy for distribution of deliverables on Bidder's social media platforms and other innovative ideas to extend outreach of Rajasthan Tourism	10	30

SI.	Parameter	Details	Marks	Maximum Marks
	A CONTRACTOR OF THE PARTY OF TH	Brand		
ОТ	AL			100

3.2.6. DOT shall upload the technical score of the Eligible Bidders on <a href="https://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> or <a href="https://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> before opening of the Financial Bid and notify the date and time of opening of Financial Bid.

#### 3.3. Financial Bids

- 3.3.1. In second part, the DOT shall examine and compare the Financial Bids considering the following factors:
  - a) Overall, completeness and compliance as per the instructions given in this RFP Document.
  - b) The Financial Bid that does not meet minimum acceptable standards of completeness, consistency and detail as required by RFP document shall be rejected for non-responsiveness.
  - c) Conditional Bids are liable to be rejected.
- 3.3.2. Bidder shall quote the lumpsum price in the BOQ (Financial Bid) for the undertaking the Scope of Work as mentioned in this RFP Document. Bidder's quote in the Financial Bid (Bid Price')shall be exclusive of GST and all applicable taxes in India and Rajasthan.

In case of foreign bidder, Reverse Charge Mechanism (RCM) would be applicable, as per GST clausing.

#### 3.4. Net Score Calculation

3.4.1. The Net Score achieved by the Bidders for the Project shall be calculated based on the Technical Score obtained in the Technical Bid and in the Financial Bid. The weightageassigned to the Technical Score shall be 0.80 and that to the Financial Bid shall be 0.20.

The details of calculation of **Net Score of EligibleBidder**(having technical score of minimum 70 marks) is given below:

- (i) Technical Score Obtained by the Bidder (TS)
- (ii) Lowest Bid Price among the Bidders (LBP)
- (iii) Bid Price of the Bidder whose Net Score is to be evaluated (BP)

Net Score Obtained by the Bidder shall be:  $(TS \times 0.80) + [\{(LBP/BP) \times 100\} \times 0.20]$ 

3.4.2. Bidders shall be ranked on the basis of net score (highest to lowest marks) obtained.



- 3.4.3. In this RFP, the term "Highest Bidder" shall mean the Bidder who has achieved the highest Net Score and shall be eligible for award of the Project as per the terms and conditions of RFP Document.
- 3.4.4. After selection, a Letter of Ward (LoA)/ Work Order shall be issued by DOT to the Highest/Selected Bidder and subsequent signing of the Agreement within 7 days issue of the Work Order. In the event, the selected Bidders fails to the sign the Agreement (for the reason solely attributable to the Selected Bidder) within the stipulated time period,DOT may, unless it consents to extension of time for submission thereof, cancel the Work Order on account of failure of the Selected Bidder to sign the Agreement and forfeit the Bid Security of such Bidder.

# 4. PERFORMANCE SECURITY

# 4.1. Performance Security

4.1.1. For securing the due and punctual performance of its obligations under theAgreement, the Selected Bidder shall, within the timeline mentioned in the Work Order/LOA by the DOT, submit performance security equivalent to 5% of Work Order Valuein the form of the Demand Droft/ Bank Guarantee/any other form as per RTPP Rules 2013 in favour of "Commissioner, Department of Tourism, Government of Rajasthan", payable at Jaipur(the "Performance Security"). Performance Security shall be valid for a period of 60 days beyond the date of completion of all obligations.

# 5. FRAUD AND CORRUPT PRACTICES

#### 5.1. Fraud and Corrupt Practices

- 5.1.1. Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, DOTmay reject a Bid without being liable in any manner whatsoever to the Bid if it determines that the Bid has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 5.1.2. Without prejudice to the rights of DOTunder Clause 5.1.1 hereinabove, if a Bid is found by DOT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any RFP issued by during a period of 2years from the date such Bidder is found by DOT to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.1.3. For the purposes of this Clause 5, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected



with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of DOT who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the Work Order or has dealt with matters concerning the Agreementor arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of DOT, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Work Order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the Agreement, who at any time has been or is a legal, financial or technical advisor of DOTin relation to any matter concerning the Project;

- b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by DOTwith the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

# 6. NEGOTIATIONS

# 6.1.1. As per the Clause 69 of the RTPP Rules 2013,

- (1) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- (2) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder under the following circumstances- (a) when ring prices have been quoted by the bidders for the subject matter of procurement; or (b) when the rates quoted vary considerably and considered much higher than the prevailing market rates.
- (3) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

- (4) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and email (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid time evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- (5) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- (6) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work / supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.
- (7) In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

# 7. MISCELLANEOUS

#### 7.1. Miscellaneous

- 7.1.1. The Bidding Process shall be governed by, and construed in accordance with, the RTPPAct, 2012 and RTPPRules, 2013 and the Courts at Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 7.1.2. DOT, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - a) suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Bidder in order to receive clarification or further information;
  - qualify or not to qualify any Bidder and/ or to consult any Bidder in order to receive clarification or further information; retain any information and/ or evidence submitted to DOT by, on behalf of, and/ or in relation to any Bidder; and/ or
  - d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 7.1.3. It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies DOT, its employees, consultants, agents and advisers, irrevocably, unconditionally,

fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the RFP document, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

#### 7.2. Conflict of Interest

- 7.2.1. A Conflict of Interest for DOTor its personnel and Bidders 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
- 7.2.2. The situations in which the DOT or its personnel may be considered to be in Conflict of Interest includes, but not limited to, following:
  - a) A Conflict of Interest occurs when DOT's personnel's private interests, such as outside professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official.
  - b) Within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other outside activities and affiliations while in the service of, employment after retirement from DOT's service or the receipt of a gift that may place DOT's personnel in a position of obligation.
  - c) A Conflict of Interest also includes the use of DOT's assets, including human, financial and material assets, or the use of DOT's office or knowledge gained from official functions for private gain or to prejudice the position of someone DOT's personnel does not favour.
  - d) A Conflict of Interest may also arise in situations where DOT's personnel is seen to benefit, directly or indirectly, or allow a third party, including family, friends or someone they favour, to benefit from DOT personnel's actions or decisions.
- 7.2.3. 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) they have controlling partners in common;
  - b) they receive or have received any direct or indirect subsidy from any of them;
  - c) they have the same legal representative for purposes of the Bid;
  - d) they 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:
  - e) A Bidder participates in more than one bid in the same bidding process.

#### 7.3. Prohibition against Collusion amongst Bidder(s)

7.3.1. Each Bidder shall warrant by its Bid that the contents of its Bid have been arrived at independently. Any Bid which has been arrived at through connivance or collusion or pooling amongst two or more Bidder(s) shall be deemed to be invalid and the Bid Security of concerned Bidder(s) shall be forfeited at sole discretion of DOT.

# 7.4. Interpretation of Documents

In the interpretation of this RFP, unless the context otherwise requires:

- (i) The singular of any defined term includes the plural and viceversa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
- (ii) Reference to any gender includes the other gender;
- (iii) Unless otherwise stated, a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP;
- (iv) A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- (v) The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
- (vi) Any reference to a person shall include such person's successors and permitted assigns;
- (vii) A reference to a "writing" or "written" includes orinting, typing, lithography and other means of reproducing words in a visible form;
- (viii) Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
- (ix) A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
- (x) The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;
- (xi) In case of any conflict, discrepancy or repugnancy between the provisions of RFP document, provisions of the Agreement shall prevail and supersede the provisions of all other documents;
- (xii) The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement;
- (xiii) All capitalized words and expressions used in the RFP shall have the

- meaning as ascribed to them in the RFP. In case the same is not defined in the RFP then they shall have the same meaning as ascribed to them in the Agreement.
- (xiv) The provisions of RTPP Act, 2012 and RTTP Rules, 2013 shall be applicable for this bidding. Furthermore, in case of any inconsistency in any of the provisions of this RFP document on one hand and the RTPP Act 2012 and the RTTP Rules, 2013 on the other hand, the later shall prevail.

# 7.5. Grievance Handling during Bidding Process

7.5.1. Any grievance of a Bidder pertaining to the Empanelment process shall be by way of filing an appeal to the first or second Appellate Authority, as the case may be, in accordance with the provisions of chapter III of The Rajasthan Transparency in Public Procurement Act, 2012 and chapter VII of The Rajasthan Transparency in Public Procurement Rules, 2013.

Particulars	Designation	Address	
First Appellate Authority	Secretary/Principal Secretary/ Additional Chief Secretary, Department of Tourism, Government of Rajasthan	Government Secretariat, Jaipur-302004. Tel no. 91-141-2227389	
Second Appellate Authority	Finance Secretary (Budget), Finance Department, Government of Rajasthan	Government Secretariat, Jaipur-302004. Tel no. 91-141-2227934	

# **Bid Forms**

# Tech Form-1: Letter of the Bid

Ref	f.	Dated:
••••		
<b>De</b> Par	int Director (Marketing), epartment of Tourism, Government of Rajasthan Limited (DOT) ryatan Bhawan, Opposite Vidhyakpuri Police Station, MI road, Jaipur-3 lephone: 0141-2822807/838; E-mail: <a href="mailto:mktg-dot@rajasthan.gov.in">mktg-dot@rajasthan.gov.in</a>	02001
Su	b:- RFP for Selection of an Agency for Designing, Production Short Films/Videos/Creatives for Rajasthan Tourism.	and Marketing of
De	ear Sir,	
Bei	ring duly authorized to represent and act of the definition (hereinafter referred as the "Bio")	on behalf of
the <b>Ag</b>	viewed and fully understood all of the qualification requirements and in undersigned hereby submit its Technical Bid and Financial Bid for pency for Designing, Production and Marketing of Short Films/Violation Tourism("Project")	formation provided, or <b>Selection of an</b>
	e are enclosing our Bid with the details as per the requirements of the ur evaluation.	RFP Document, for
	e undersigned hereby also declares that the statements made a prided in the Bid are complete, true and correct in every detail.	nd the information
	e confirm that our Bid is valid for a period of 180 days from the due/last Bid (Bid Due Date) and our Technical Bid and Financial Bid are uncond	
We	e hereby also confirm the following:	
1.	The Bid is being submitted by( accordance with the conditions stipulated in the RFP Document.	name of Bidder)in
2.	We have examined in details and have understood the terms and continuous the RFP document issued by Joint Director (Marketing), Depart Government of Rajasthan Limited, Jaipur ("DOT") and in any subsequence sent by it. We further confirm that we have examined and have no RFP document, including Addendum/ issued vide dated	tment of Tourism, uent communication reservations to the
3.	We acknowledge and confirm that we have undertaken a due dil aspects of the Project, including legal due diligence, Selected Age implement the Project and on the basis of its independent satisfaction	ency's obligation to

undertake the Project in accordance with the terms and conditions of this RFP

document.

- 4. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP document or in any of the subsequent communications from DOT.
- 5. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RFPdocument and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
- 6. We agree to submit Performance Security on being identified as Selected Bidder as per terms and conditions of RFP document.
- 7. In the event of our Bid being accepted, we agree to enter into the Agreementwithin the stipulated period mentioned in the work order/ Letter of Award (LOA) for exclusive implementation, incorporating the conditions of the Bid including the Agreementthereto annexed and written acceptance thereof.
- 8. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Bid and as applicable for implementation of the Project in the event that we are finally selected.
- 9. Our Financial Bid is exclusive of GST fcr Domestic bidders, all applicable taxes, duties, cess, surcharges, levies, etc. For Foreign bidder RCM mechanism is applicable.
- 10. We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 180 days from the Bid Due Date.

Thanking You,	
Yours faithfully,	
For and on behalf of	: (Name of Bidder and seal)
Signature :	(Authorised Signatory)
Name of the Person	:
Designation	:
Seal of the Bidder	:
Date	:
Place	•

## Tech Form-2: Details of the Bidder

2	Name of Bidder	
3	Legal Status of Bidder	
4	Date of Incorporation/Registration(enclose certificate)	
5	Address of Bidder	0
6	Brief Description of Bidder's Organisation a) Ownership Structure b) Background of Promoters c) Management Structure	
8	Particulars of Authorised Signatory	Name: Designation: Address: Telephone: E-mail.

#### Note:

Biddershall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidderand other details viz. GST registration number, PAN number duly signed by Authorised Signatory with Bidder's seal.

In case of Foreign Bidder, Bidder shall submit the legal documents equivalent to the certificate of its incorporation/ registration under its applicable law, GST registration/ tax registration and permanent account number (PAN). In case any of the documents submitted by the Foreign Bidder are in foreign language (i.e. any language other than English), the English translation of the same shall be submitted along with the Bid. Such English translation shall be duly certified, stamped and signed by the Indian Embassy/High Commission OR the translation agency approved/authorised by Indian Embassy/High Commission in that country.

For and on behalf of	: (Name of Bidder and seal)
Signature	:(Authorised Signatory)
Name of the Person	:
Designation	:
Seal of the Bidder	:
Date	:
Place	:

# Tech Form-3: Power of Attorney for Signing Authority

Know all men by these presents, We	(name of the
Bidder and address of the registered office) do hereby	irrevocably constitute, nominate,
appoint and authorize Mr./Ms. (name),	
employed with us,	
position of, as our true	
referred as the "Authorised Signatory") to do in our nam	
deeds and things as are necessary or required in connection	on with or incidental to submission
of Technical Bid and Financial Bid for Selection of an Ag	
and Marketing of Short Films/Videos/Creatives for Ra	
issued by Joint Director (Marketing), Department of To Limited, Jaipur ("DOT") including but not limited to signing and other documents and writings, and providing information of the properties of the DOT, signing including the Agreementand undertakings consequent generally dealing with the DOT in all matters in connection our Bid for the said Project and/or upon award thereof to Agreement with the DOT.	g and submission of all Bids, Bids ormation/responses to the DOT, g and execution of all contracts to acceptance of our Bid, and with or relating to or arising out of
AND we hereby agree to ratify and confirm and do hereby and things done or caused to be done by our said Author exercise of the powers conferred by this Power of Attor things done by our said Authorised Signatory in exercise shall and shall always be deemed to have been done by use the said and shall always be deemed to have been done by use the said always be deemed to have been done by use the said always be deemed to have been done by use the said always be deemed to have been done by use the said always be deemed to have been done by use the said always be deemed to have been done by use the said always be deemed to have been done by use the said always be deemed to have been done by use the said always be deemed to have been done by use the said always be deemed to have been done by use the said always be deemed to have been done by use the said always be deemed to have been done by use the said always be deemed to have been done by use the said always be deemed to have been done by use the said always be deemed to have been done by use the said always be deemed to have been done by use the said always by the said always be deemed to have been done by use the said always by the said alw	rised Signatory pursuant to and in ney and that all acts, deeds and e of the powers hereby conferred
IN WITNESS WHEREOF WE,, THE ABOUTED THIS POWER OF ATTORNEY ON THIS	
For	
(Signature, name, designation and address)	
Witnesses:	
1.	
2.	
	(Notarized)
Accepted	
e e	
(Signature)	
(Name, Title and Address of the Authorised Signatory)	

## Notes:

The mode of execution of the Power of Attorney should be in accordance with the
procedure, if any, laid down by the applicable law and the charter documents of the
executants and when it is so required, the same should be under common seal affixed
in accordance with the required procedure.

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas/outside India, the document will also have to be legalised by the Indian Embassy/High Commission and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appositile certificate.

## Tech Form-4: Self Declaration - No Blacklisting

Joint Director (Marketing),

Department of Tourism, Government of Rajasthan Limited (DOT)

Paryatan Bhawan, Opposite Vidhyakpuri Police Station, MI road, Jaipur-302001

Telephone: 0141-2822807/838; E-mail: mktg-dot@rajasthan.gov.in

- a) is competent to get into a contract as per the provisions of Indian Contract Act, 1872.
- b) possesses the necessary professional, technical, financial and managerial resources and competence required by the RFP document issued by Joint Director (Marketing), Department of Tourism, Government of Rajasthan Limited, Jaipur(the "DOT").
- c) has fulfilled its obligations to pay such of the taxes payable to Government of India and the State Government or any local authority as specified in the RFP document.
- d) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices and is not barred either indefinitely or for a particular period of time by any State/ Central Government/ Union Territory (UT)/ Public Sector Undertaking (PSU).
- e) is not barred under the Rajasthan Transparency Public Procurement (RTPP) Act, 2012 and Rajasthan Transparency Public Procurement (RTPP) Rules, 2013 from participating in Bidding Process.
- does not have any previous transgressions with any entity in India or any other country during the last 3 years.
- g) does not have any debarment by any other procuring entity.
- h) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- i) does not have, and our directors/officers/office bearers (wherever applicable) not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of 3years preceding to the Bid Due Date, or not have been otherwise disqualified pursuant to debarment proceedings.
- j) does not have a conflict of interest as mentioned in the RFP Document which materially affect the fair competition.
- k) will comply with the code of integrity as specified in the RFP document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR,

our Bid Security/ Performance Security maybe forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,	With the second
For and on behalf of	:(name of the Bidder)
Signature	:(Authorised Signatory)
Name of the Person	<u></u>
Designation	I
Seal of the Bidder	:
Date	:
Place	:

## Tech Form-5: Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of this Bid in response to the RFP issued by Joint Director (Marketing), Department of Tourism, Government of Rajasthan Limited, Jaipur (the "DOT") for an Agency for Designing, Production and Marketing of Short Films/Videos/Creatives for Rajasthan Tourism (the "Project") we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor paid nor shall offer nor pay, directly or indirectly, any illegal gratifications, in cash or kind, to any person or agency in connection with the Bid.

Date this	Day of2025
For and on behalf of	of:(name of the Bidder)
Signature	:(Authorised Signatory)
Name of the Person	1 :
Designation	;
Seal of the Bidder	:
Date	:
Diago	

# Tech Form-6: Project Undertaking

Kef.	Dated:
Joint Director (Marketing),	
Department of Tourism, Government	t of Rajasthan Limited (DOT)
	ri Police Station, MI road, Jaipur-302001
Telephone: 0141-2822807/838; E-mai	I: mktg-dot@rajasthan.gov.in

Sub:-RFP for Selection of an Agency for Designing, Production and Marketing of Short Films/Videos/Creatives for Rajasthan Tourism

We have read and understood the RFP for Selection of an Agency for Designing, Production and Marketing of Short Films/Videos/Creatives for Rajasthan Tourism issuedby Joint Director (Marketing), Department of Tourism, Government of Rajasthan Limited, Jaipur ("DOT"). We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the RFP document including the Agreement.

For and on behalf of	:((name of the Bidder)
Signature	:(Authorised Signatory)
Name of the Person	·
Designation	:
Seal of the Bidder	[
Date	;
Place	:

# Tech Form-7: Financial Eligibility

### On Letter Head of Chartered Accountant

S. N.	Particulars	Annual Turnover in Rupees (equivalent USD in case of Foreign Bidder
1	FY 2021-22/ FY 2021	
2 -	FY 2022-23/ FY 2022	
3	FY 2023-24/ FY 2023	

## Note:-

The above Form shall be filled and duly certified by a Chartered Accountant with Unique Document IdentificationNumber (UDIN) on the certificate. In case of Foreign Bidder, certificate of average annual turnover shall be certified by professional equivalent to the Chartered Accountant in India.

In case any of the documents submitted by the Foreign Bidder are in foreign language (i.e. any language other than English), the English translation of the same shall be submitted along with the Bid. Such English translation shall be duly certified, stamped and signed by the Indian Embassy/High Commission OR the translation agency approved/authorised by Indian Embassy/High Commission in that country.

# Tech Form-8:Technical Eligibility

(to be submitted separately for each of the Project to be claimed under Technical Score Criteria)

1	Name of Work	
2	Name of Client, Address and Contact Details	
3	Description of the Work Executed Successfully	
4	Work Order Value	
5	Online Link for Downloading the Videos/ Pictures/ Creative	8
	Works produced for the Client	L.
6	Supporting Document (Work Order, Completion Certificate)	

#### Note:-

- a) Bidder shall submit details of the executed projects strictly in the above formats along with supporting documents including work order and completion certificate from the client.
- b) DOT reserves the right to contact the Bidder(s), their bankers, their consultants, their clients and other such sources to verify the information, references and data submitted by the Bidder(s) in the Bid including the supporting documents/evidences submitted by Bidder in support of its Technical Eligibility, without further reference to the Bidder(s).
- c) In case any of the documents submitted by the Foreign Bidder are in foreign language (i.e. any language other than English), the English translation of the same shall be submitted along with the Bid. Such English translation shall be duly certified, stamped and signed by the Indian Embassy/High Commission OR the translation agency approved/authorised by Indian Embassy/High Commission in that country.

Fin Form -1: Financial Bid

(In theMS Excel format available at www.eproc.rajasthan.gov.in)

Annexure-1: Order (Public Procurement No. 4) dated 23-02-2023 issued by Department of Expenditure, Ministry of Finance, Gol with respect to Restrictions of Procurement from Bidders from a Country or Countries or Class or Countries on Grounds of Defence of India