राजस्थान सरकार  
आर्थिक एवं सांख्यिकी निदेशालय  
योजना भवन, हिलक मार्ग, जयपुर  
क्रमांक: डीईएस/बाहन/स्टोर/2019-20/  
दिनांक: 16-07-19  

// ई-प्रोक्योरेन्ट बिड //स-5//।8-05//19-20/05  
आर्थिक एवं सांख्यिकी निदेशालय के अन्तर्गत विभागीय पूल में किरायें पर बाहन उपलब्ध करावे जाने हेतु पंजीकृत,एवं अनुमोदनी सेवाप्रदायकों से निर्धारित प्रप्त में ई-प्रोक्योरेन्ट प्रक्रिया के तहत 
WWW.eproc.rajasthan.gov.in पर ऑन-लाइन निविदा के माध्यम से निम्न विवरणासुर निविदा आमंत्रित की जाती है--

<table>
<thead>
<tr>
<th>क्र. सं.</th>
<th>विवरण</th>
<th>विषय विवरण</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>कार्य का विवरण</td>
<td>विभागीय पूल में किरायें पर बाहन उपलब्ध करावे जानें हेतु एक वर्ष की अवधि के लिए (विषय विवरण बिड की शर्तों में अंकित हैं)।</td>
</tr>
<tr>
<td>2.</td>
<td>बिड की अनुमानित लागत</td>
<td>आर्थिक 12.00 लाख रुपए</td>
</tr>
<tr>
<td>3.</td>
<td>बोली प्रतिभूति राशि (Bid Security)</td>
<td>24000/- रुपए</td>
</tr>
<tr>
<td>4.</td>
<td>बिड प्रति शुल्क</td>
<td>400/- रुपए</td>
</tr>
<tr>
<td>5.</td>
<td>RISL विभागीय शुल्क</td>
<td>600/- प्रबंध निदेशक, RISL जयपुर के नाम से डिमांड झाप्ट देय होगा</td>
</tr>
<tr>
<td>6.</td>
<td>बिड आर्थिकितकाती</td>
<td>निदेशक, निदेशालय आर्थिक एवं सांख्यिकीय विवाह, जयपुर</td>
</tr>
<tr>
<td>7.</td>
<td>बिड प्रस्तुत करने की अवधि एवं समय</td>
<td>31.07.2019 को दोपहर 4.00 बजे</td>
</tr>
<tr>
<td>8.</td>
<td>बिड प्रति शुल्क, ब्रॉडवेजिंग शुल्क, बिड निकालेरूप राशि के बैंकर्स बैंक/डिमांड झाप्ट प्रस्तुत करने की दिनांक एवं समय</td>
<td>31.07.2019 को दोपहर 2.00 बजे</td>
</tr>
<tr>
<td>9.</td>
<td>तकनीकी बिड खोलने की दिनांक एवं समय</td>
<td>31.07.2019 को दोपहर 4.30 बजे</td>
</tr>
</tbody>
</table>

नोट--

1. बिड प्रति सूचना WWW.eproc.rajasthan.gov.in एवं विभागीय वेबसाइट व राज्य लोक उपयोग पोर्टल WWW.sppp.rajasthan.gov.in पर देखें जा सकते है।
2. इसके बाद दोहराव को बिड प्रक्रिया में भाग लेने के लिए नामांकित पोर्टल के साथ पंजीकृत होना आवश्यक है एवं इसी वेबसाइट पर यह बिड ऑन-लाइन प्रस्तुत करनी होगी।
3. बोली प्रत्येकता एवं कार्य समय प्रारम्भ प्रतिभूति राशि के बैंकर्स बैंक या डिमांड झाप्ट या अनुमोदन बैंक डिमांड जोड़े के माध्यम से बैंक और/दूसरी विधेयक मात्र अवधि से 30 दिन आगे तक विविध मात्र रहनी चाहिए।
4. यदि किसी कारण के कारण तकनीकी बिड खोलने की दिनांक अवकाश रहता है तो तकनीकी बिड उसके अगले दिन उसी समय पर की जाएगी।

संयुक्त निदेशक (प्रशासन)
Rate Contract Document for Providing Hiring of Taxi Services to the State Government through Directorate of Economics and Statistics of Planning Department

Reference No.: F./DES/Store/ VOH/2019-20/ Jaipur, Dated: July, 2018
Unique Bid number:

<table>
<thead>
<tr>
<th>Mode of Bid Submission</th>
<th>Online though e Procurement/ e Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Procuring Authority</td>
<td>Director &amp; Joint Secretary, Directorate of Economics and Statistics, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005</td>
</tr>
<tr>
<td>Last Date &amp; Time of Submission of eBid</td>
<td>31-July-2019 at 4:00 PM</td>
</tr>
<tr>
<td>Date &amp; Time of Opening of Technical eBid</td>
<td>31-July-2019 at 4:30 PM</td>
</tr>
</tbody>
</table>

Cost of Tender Document: Rs. 400/- Only (Rupees Four Hundred Only)

RISL processing fee: Rs. 500/- Only (Rupees Five Hundred Only)

<table>
<thead>
<tr>
<th>Name of the Bidding Company/ Firm:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person (Authorised Bid Signatory):</td>
<td></td>
</tr>
<tr>
<td>Correspondence Address:</td>
<td></td>
</tr>
<tr>
<td>Mobile No.</td>
<td>Telephone &amp; Fax Nos.:</td>
</tr>
<tr>
<td>Website &amp; e-Mail:</td>
<td></td>
</tr>
</tbody>
</table>

Directorate of Economics and Statistics
Department of Planning
Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Phone: 91 0141-2222740, 2850201 Fax: 91 0141-2229756
Web: www.statistics.rajasthan.gov.in Email: dir.des@rajasthan.gov.in
Website: http://des.rajasthan.gov.in

[Signature]
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Chapter</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Abbreviations &amp; Definitions</td>
<td>3-4</td>
</tr>
<tr>
<td>1.</td>
<td>Chapter-1: Invitation for Bids (IFB) and Notice Inviting Bids (NIB)</td>
<td>5-6</td>
</tr>
<tr>
<td>2.</td>
<td>Chapter-2: Profile and Background Information about DES</td>
<td>7</td>
</tr>
<tr>
<td>3.</td>
<td>Chapter-3: Pre-qualification / Eligibility Criteria</td>
<td>8-9</td>
</tr>
<tr>
<td>4.</td>
<td>Chapter-4: Scope of Work, Deliverables and Timelines</td>
<td>10-12</td>
</tr>
<tr>
<td>5.</td>
<td>Chapter-5: Instruction to Bidders (ITB)</td>
<td>13-25</td>
</tr>
<tr>
<td>6.</td>
<td>Chapter-6: General Terms and Conditions of Tender &amp; Contract</td>
<td>26-32</td>
</tr>
<tr>
<td>7.</td>
<td>Chapter-7: Special Terms and Conditions of Tender &amp; Contract</td>
<td>33</td>
</tr>
</tbody>
</table>

Annexure / Bidding Forms

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bidder's Authorisation Certificate</td>
<td>34</td>
</tr>
<tr>
<td>2</td>
<td>Self-Declaration</td>
<td>35</td>
</tr>
<tr>
<td>3</td>
<td>Certificate of Conformity/ No Deviation</td>
<td>36</td>
</tr>
<tr>
<td>4</td>
<td>Financial Bid Format (BoQ Format)</td>
<td>37-38</td>
</tr>
<tr>
<td>5</td>
<td>Draft Agreement Format</td>
<td>39-40</td>
</tr>
<tr>
<td>6</td>
<td>Memorandum of Appeal under the RTPP Act, 2012</td>
<td>41-42</td>
</tr>
<tr>
<td>7</td>
<td>Tender Form Detail.</td>
<td>43</td>
</tr>
<tr>
<td>8</td>
<td>Bank Guarantee Format.</td>
<td>44-47</td>
</tr>
<tr>
<td>9</td>
<td>Detailed Evaluation Criteria</td>
<td>48</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td>Act</td>
<td>The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules 2013 thereto.</td>
<td></td>
</tr>
<tr>
<td>Authorised Signatory</td>
<td>The bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.</td>
<td></td>
</tr>
<tr>
<td>BG</td>
<td>Bank Guarantee</td>
<td></td>
</tr>
<tr>
<td>Bid/ eBid</td>
<td>A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format</td>
<td></td>
</tr>
<tr>
<td>Bid Security</td>
<td>A security provided to the procuring entity by a bidder for securing the fulfillment of any obligation in terms of the provisions of the bidding documents.</td>
<td></td>
</tr>
<tr>
<td>Bidder</td>
<td>Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity</td>
<td></td>
</tr>
<tr>
<td>Bidding Document</td>
<td>Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid</td>
<td></td>
</tr>
<tr>
<td>BoM</td>
<td>Bill of Material</td>
<td></td>
</tr>
<tr>
<td>CMC</td>
<td>Contract Monitoring Committee</td>
<td></td>
</tr>
<tr>
<td>Competent Authority</td>
<td>An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Director D.E.S. Govt. of Rajasthan in this bidding document.</td>
<td></td>
</tr>
<tr>
<td>Contract/ Procurement Contract</td>
<td>A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement</td>
<td></td>
</tr>
<tr>
<td>Contract/ Project Period</td>
<td>The Contract/ Project Period shall commence from the date of agreement till one year. The same may be extended for next one year on the basis of the services provided by the firm.</td>
<td></td>
</tr>
<tr>
<td>Day</td>
<td>A calendar day as per GoR/ GoI</td>
<td></td>
</tr>
<tr>
<td>FOR/ FOB</td>
<td>Free on Board or Freight on Board</td>
<td></td>
</tr>
<tr>
<td>GoI/ GoR</td>
<td>Govt. of India / Govt. of Rajasthan</td>
<td></td>
</tr>
<tr>
<td>Goods</td>
<td>All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves</td>
<td></td>
</tr>
<tr>
<td>IFB</td>
<td>Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)</td>
<td></td>
</tr>
<tr>
<td>INR</td>
<td>Indian Rupee</td>
<td></td>
</tr>
<tr>
<td>ISI</td>
<td>Indian Standards Institution</td>
<td></td>
</tr>
<tr>
<td>ITB</td>
<td>Instruction to Bidders</td>
<td></td>
</tr>
<tr>
<td>LD</td>
<td>Liquidated Damages</td>
<td></td>
</tr>
<tr>
<td>LoI</td>
<td>Letter of Intent</td>
<td></td>
</tr>
<tr>
<td>NCB</td>
<td>A bidding process in which qualified bidders only from within India are allowed to participate</td>
<td></td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
<td></td>
</tr>
<tr>
<td>------</td>
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<td></td>
</tr>
<tr>
<td>NIB</td>
<td>Notice Inviting Bid</td>
<td></td>
</tr>
<tr>
<td>Notification</td>
<td>A notification published in the Official Gazette</td>
<td></td>
</tr>
<tr>
<td>Nodal Officer</td>
<td>Officer-in-charge</td>
<td></td>
</tr>
<tr>
<td>PAN</td>
<td>Permanent Account Number</td>
<td></td>
</tr>
<tr>
<td>PBG</td>
<td>Performance Bank Guarantee</td>
<td></td>
</tr>
<tr>
<td>PC</td>
<td>Procurement/ Purchase Committee</td>
<td></td>
</tr>
<tr>
<td>PQ</td>
<td>Pre-Qualification</td>
<td></td>
</tr>
<tr>
<td>Procurement/Public Procurement</td>
<td>The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly.</td>
<td></td>
</tr>
<tr>
<td>Project Site</td>
<td>Wherever applicable, means the designated place or places.</td>
<td></td>
</tr>
<tr>
<td>PSD/SD</td>
<td>Performance Security Deposit/ Security Deposit</td>
<td></td>
</tr>
<tr>
<td>Purchaser/ Tendering Authority/ Procuring Entity</td>
<td>Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract. Also called buyer. DES/ GoR in this RFP document.</td>
<td></td>
</tr>
<tr>
<td>Services</td>
<td>Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity</td>
<td></td>
</tr>
<tr>
<td>SLA</td>
<td>Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.</td>
<td></td>
</tr>
<tr>
<td>State Government</td>
<td>Government of Rajasthan (GoR)</td>
<td></td>
</tr>
<tr>
<td>State Public Procurement Portal</td>
<td><a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a></td>
<td></td>
</tr>
<tr>
<td>Subject Matter of Procurement</td>
<td>Any item of procurement whether in the form of goods, services or works</td>
<td></td>
</tr>
<tr>
<td>GST</td>
<td>Goods and Services Tax</td>
<td></td>
</tr>
<tr>
<td>WO/PO</td>
<td>Work Order/ Purchase Order</td>
<td></td>
</tr>
<tr>
<td>DSC</td>
<td>Digital Signature Certificate</td>
<td></td>
</tr>
<tr>
<td>DoIT &amp; C</td>
<td>Department of Information Technology &amp; Communication, GoR, Rajasthan, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005</td>
<td></td>
</tr>
<tr>
<td>SWOT</td>
<td>SWOT analysis, an evaluation method includes: strengths, weaknesses, opportunities, and threats and is a structured planning method that evaluates those four elements of a project or business venture. A SWOT analysis can be carried out for a company, product, place, industry, or person.</td>
<td></td>
</tr>
<tr>
<td>DES</td>
<td>Directorate of Economics and Statistics, Yojana Bhawan, Tilak Marg, Jaipur</td>
<td></td>
</tr>
</tbody>
</table>
### Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

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

**Reference No.: F./DES/Store./VOH/2019-20/**

**Jaipur, Dated: July, 2019**

**Unique Bid number:**

| Name & Address of the Procuring Entity | Name: Director & Joint Secretary, Directorate of Economics and Statistics, Planning Department  
Address: Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) |
|----------------------------------------|------------------------------------------------------------------|
| Name & Address of the Nodal Officer    | Name: Shri Kuldeep Bhatnagar  
Designation: Joint Director (Admn.)  
Address: Directorate of Economics and Statistics, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.)-302005  
Email: jda.des@rajasthan.gov.in |
| Subject Matter of Procurement          | Rate Contract for hiring of taxi services for the use of Directorate of Economics and Statistics |
| Bid Procedure                          | Single-stage Two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in |
| Bid Evaluation Criteria (Selection Method) | Least Cost Based Selection (LCBS) - L1 |
Bidding document fee: Rs. 400/- (Rupees Four Hundred Only) in Cash / Demand Draft in favour of “Director & Joint Secretary, Directorate of Economics and Statistics, Rajasthan, Jaipur” payable at “Jaipur”.  
RISL Processing Fee: Rs. 500/- (Rupees Five Hundred Only) in Cash / Demand Draft in favour of “Managing Director, RISL” payable at “Jaipur”. |
| Estimated Procurement Cost             | Rs. 12.00 lacs (Rupees Twelve lacs only) |
| Bid Security (EMD) and Mode of Payment | Amount (INR): Rs., 24,000 (Rs. Twenty four thousand only)  
Mode of Payment: Banker’s Cheque or Demand Draft or Bank Guarantee of a Scheduled Bank in favour of “Director & Joint Secretary, Directorate of Economics and Statistics, Rajasthan, Jaipur” payable at “Jaipur” |
| Period of Sale of Bidding Document (Start / End Date) | Start Date: 17-July, -2019 at 5:00 PM  
End Date: 31-July, -2019 at 1:00 PM |
| Manner, Start / End Date for the submission of Bids | Manner: Online at e-Proc website [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in)  
Start Date: 17-July, -2019 at 5:00 PM  
End Date: 31-July, -2019 at 4:00 PM |
| Submission of Banker’s Cheque / Demand Draft for Tender Fee, Bid Security, and Processing Fee* | 31-July, -2019 2:00 PM |
| Date/ Time/ Place of Bid Opening       | Date: 31-July, -2019  
Time: 4:30 PM |

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Page 5 of 49
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

- Place: DES Meeting Room, Ground Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

| Bid Validity | 90 days from the bid submission deadline |

Note:

1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, Instrument for Tender Fees, DES Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.

2) In case, any of the bidders fails to physically submit the Instrument for Tender Fee, Bid Security, and RISL Processing Fee up to 2:00 PM on 31-July, -2019 after 2:00 PM it shall not be accepted. The Instrument should be drawn in favour of “Director & Joint Secretary, Directorate of Economics and Statistics, Rajasthan, Jaipur” and RISL Processing Fee should be drawn in favour of “Managing Director, RISL” payable at “Jaipur” and Bid Security should be drawn in favour of “Director & Joint Secretary, Directorate of Economics and Statistics, Rajasthan, Jaipur” payable at “Jaipur” from any Scheduled Commercial Bank.

3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Nodex etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).

4) DES will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

5) Bidders are also advised to refer "Bidders Manual Kit” available at e-Procurement website for further details about the e-Tendering process.

6) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.

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

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

9) The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules 2013 thereto, the later shall prevail.

(sd/-)
Director & Joint Secretary, DES, Rajasthan, Jaipur

Page 6 of 49
1- Project Profile

- Directorate of Economics and Statistics invites bids for Rate Contract for Providing Hiring of Taxi Services on as and when required basis for entire state & outside state visit and permanent vehicles for local use within the jurisdiction of Jaipur Nagar Nigam.

- Multiple projects are being implemented and managed by Directorate of Economics and Statistics require supervision and inspections on regular basis through its officials. To meet the requirements, Directorate of Economics and Statistics is inviting bids for rate contract from eligible agencies for providing the said services. The rate contract would be applicable initially for a period of 1 year, which can be extended for one more year on mutual terms as agreed by Directorate of Economics and Statistics and the selected bidder, if services of bidder is found good during initial contract period.

- The Agency will work with Directorate of Economics and Statistics in close proximity and co-ordination in implementation of multiple projects in a pivotal frame with emphasis on state government specific requirement.

- Only bidders fulfilling all the conditions mentioned in Chapter 3 of this rate contract document to apply. The bidder should have suitable experience for similar activities and having a sufficient number of vehicles in good condition. Detailed scope of work is defined in Chapter 4 of this Rate contract document.

- The RC is divided amongst a total of 2 parts classified in Section 4.2 & 4.4, Deliverables and Timelines as well as the Financial Bid format. If one bidder solely does not agree to the lowest prices in both the format, two separate bidders may be selected.
3. PRE-QUALIFICATION / ELIGIBILITY CRITERIA

1) A bidder participating in the procurement process shall possess the following minimum pre-qualification eligibility criteria.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Legal Entity</td>
<td>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or any other Act of State/Union, as applicable for dealing in the subject matter of procurement. (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932.</td>
<td>Copy of valid Registration Certificates OR Copy of Certificates of incorporation OR Partnership Deed OR Appropriate Registration Documents under related act/rule</td>
</tr>
<tr>
<td>2.</td>
<td>Tax registration and clearance</td>
<td>The bidder should have a registered number of i. Goods and Service Tax (GST) ii. Income Tax TAN/PAN number. iii. Tax Clearance</td>
<td>Copies of relevant certificates of registration AND GST Clearance certificate till March 31, 2018.</td>
</tr>
<tr>
<td>3.</td>
<td>Mandatory Undertaking</td>
<td>Bidder should: - a) not be 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 not convicted or punished by the court must not be the subject of legal proceedings for any of the foregoing reasons; and not declare guilty for any type of crime by the court at any time. b) not have, and their directors and officers not have, been convicted of any criminal offence, fiscal and financial offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) Comply with the code of integrity as specified in the bidding document.</td>
<td>A Self Certified letter as per Annexure-2: Self-Declaration</td>
</tr>
<tr>
<td>4.</td>
<td>Technical Capability</td>
<td>The bidder must have at least 6 vehicles as taxi with the name of the firm / proprietor. Fitness Test / Pollution under control certificate</td>
<td>Copy of relevant documents / certificates with Photo of Vehicle</td>
</tr>
<tr>
<td>S. No.</td>
<td>Basic Requirement</td>
<td>Specific Requirements</td>
<td>Documents Required</td>
</tr>
<tr>
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<tr>
<td>5.</td>
<td>Financial Turnover</td>
<td>Average Annual Turnover of the bidder during last three financial years, i.e., from 01/04/2015 to 31/03/2019 or 01/04/2015 to 31/03/2018 as case may be, (as per the last published audited balance sheets), should be at least INR 25,00,000/- (Rupees Twenty five lakh Only)</td>
<td>CA Certificate with CA’s Registration Number / Seal</td>
</tr>
<tr>
<td>6.</td>
<td>Financial Net Worth</td>
<td>The net worth of the bidder as on 31/03/2018 or 31/03/2019, as case may be, should be Positive.</td>
<td>CA Certificate with CA’s Registration Number / Seal</td>
</tr>
<tr>
<td>7.</td>
<td>Manpower Strength</td>
<td>Bidder should have A team of at least 6 drivers on its payroll for the last two year as on date of bid submission. Drivers should have a commercial / transport vehicle licence Drivers should have a good knowledge and skills in Hindi and English understanding. Drivers should have not convicted by Court or have no police case.</td>
<td>Copy of relevant documents / certificates</td>
</tr>
</tbody>
</table>

2) Evaluation criteria:

The selection of the firm for opening of financial bid is processed on the following benchmarks:

- Manpower Strength: -10
- Company Profile: -10
- Technical capabilities: -20
- Previous assignments for Govt./PSUs: -10
- Financial strength: -20
- Registration Period: 30
- Total Marks: 100

Note: Detailed evaluation criteria are mentioned in Annexure-9. The firm(s) scores 70 out of 100 marks shall be treated as technically qualified and whose financial bid be opened. The date/time venue of financial bid opening will be intimated in due course of time to the technically qualified bidders.

3) In addition to the provisions regarding the qualifications of the bidders as set out above, the procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion / Disqualification of bidders in Chapter-5: ITB”.
4. SCOPE OF WORK, DELIVERABLES & TIMELINES

(4.1) मामलक आमार पर किराये पर 4 स्थाई वाहन

1. निविदा अधिकारी (Tendering Authority) निषेध कर व अनुसूची रखना, आमर एवं सामाजिक विमान, योजना में, तिलक नाम, व पानी है।

2. वाहन पंजीकृत व अन्य पुराना पंजीकृत नहीं होना चाहिए। वाहन, इंद्रजीत वाहन के रूप में पंजीकृत होना तथा पूरी तरह नया नोट /RTO द्वारा मान्य करने की होना आवश्यक है। वाहन की नंबर नोट सहित पोस्टल और सरकारी नमूने के कारण।

3. बाइक वाहन टोटा इन्डिया, इम्पीरियल, टोयोटा, इनोवा, टेक्सर, भारतीय स्वचालित विभाग अथवा इसके समकक्ष इंजन ज्यादा 1000 सीसी या अधिक हो, इत्यादि हो सकते हैं।

4. वाहन, लौही व सामान सहित पूर्ण जोड़ा का बिनुपाल होना व यातायात विमान में नियमानुसार पंजीकृत एवं टेक्सर आदि का पूर्ण भूमिका गुड़ा होना आवश्यक है। वाहन से संबंधित सभी खाली वलायक गांव निंदा अधिकारी को सूचीबद्ध करने होंगे। वाहन मालिक के साथ किया प्राप्त वाहन बालने का वैध ओर उपयुक्त लाईसेंस होना आवश्यक है।

5. सफल निविदादाता द्वारा उपयोग करने वाले मालिक आमार जीवन के लिए विभिन्न प्रकार के वाहन अधिकारी द्वारा के कम से कम 15 दिवस के दूर्गति निविदा अधिकारी को लिखित में सुनिश्चित करता होगा।

6. वाहन बालक स्थायी रूप से एक ही रूप में, प्रवाहित या बनावट की जाने की स्थिति में निविदादाता द्वारा कम से कम 15 दिवस के पूर्व निविदा अधिकारी को लिखित में सुनिश्चित करता होगा।

7. वाहन के किसी प्रकार के चालन, चालक या कार्यवाही, बकाया या अंशों, पैसा, बीमा, व अन्य, करों इत्यादि के सिर्फ निविदादाता ही जिम्मेदार होगा। इसमें भी प्रकार की वाहन उपयोगकर्ता नहीं होते हैं। प्रकार के मामले में संबंधित समय से निविदा अधिकारी द्वारा सार्वजनिक बालने वाले के लिए, यातायात विमान में संचालन अधिकारी के होंगे। निविदा अधिकारी का किसी प्रकार का दायित्व नहीं होगा। इससे संबंधित सामस्या विभिन्न निविदादाता द्वारा वाहन के बिरामी के लिए निविदा दी गई।

8. निविदादाता को वाहन साफ बनाने की सूचना कवर, इलाज के साथ देना होगा।

9. वाहन बालक का अनुपस्थित होना आवश्यक है। उससे निरंतर होने पर ध्यान जताना आवश्यक होगा एवं उपयोग पर अपने मूल अनुपस्थित लाइसेंस या वाहन से संबंधित अन्य सभी भूमिकाओं तथा अनुपस्थित रूप से पाने होंगे। उसके लिए अंतराल, विभिन्न अनुपस्थित पूर्ण रूप से निवेश होगा। वाहन बालक के संबंध में निविदा अधिकारी की स्थिति होने पर वृद्धि द्वारा बालक उपयोग करना होगा।

10. वाहन बालक होमेशा वाहन के बालक के उपयोग पहुँची।

11. वाहन बालक के सामस्या द्वारा निविदा अधिकारी को ती किया। निविदा अधिकारी द्वारा के लिए प्रकार की आवश्यक होगा।

12. निविदादाता द्वारा निवेश के अनुसार, या निविदा अधिकारी को वाहन के सामाजिक निवेश को वाहन कर्ता के लिए जितने संबंधित के लिए आवश्यक है।

13. वाहन परिवहन विभाग द्वारा निविदा निवेश करने वाले वाहन द्वारा गंतव्यों के लिए निवेश करने वाले परिवहन द्वारा वाहन कर्ता के लिए आवश्यक है।

14. वाहन उपनयन के नंबर में वाहन की प्रकृति व संघ की पानी सुनिश्चित करनी होगी।

15. निविदादाता द्वारा उपयोग करने वाले प्रकार वाहन प्रकृति से पूर्ण कोई उच्च क्षेत्र का वाहन उपयोग करना जाता है, तो इलाज के साथ निवेश करने वाले अनुपस्थित दर से ही किया।

16. वाहन के लिए इलाज एवं इलाज के संबंधित अन्य सार्वजनिक नियम, संरचना इस्तेमाल की जिम्मेदारी रखने वाले को होगी। इसके साथ वाहन निवेश करने वाले निवेश करने वाले अधिकारी द्वारा अनुपस्थित में अंतरित किये जा सकते आवश्यक अन्य कोई वाहन नहीं किया जाएगा।
17. मालिक आदार भाले वाहनों के लिए अधिकतम दूरी 1500 कि.मी. प्रतिवार होगी।
18. वाहन फिस्फ्यों पर लिखे जाने के संदर्भ में दिल्ली (जीआरसी—एसपीएफसी) विभाग के परीक्षा क्रमांक F.2(4)FDS/PFGC/2017 दिनांक 19 जुलाई, 2018 तथा उसके बाद लंबाई (यदि कोई हो) के प्रतिवार उपयोग के प्रमाणी प्रदान करेंगे।
19. निविदादण्डा द्वारा उपलब्ध कराये गये वाहन चालक को प्रतिमान न्युनतम वेतन अधिनियम के अनुसार अवधिशीर्ष या प्रवृत्ति मजदूर के वेतन का मुआवज़ा करता अधिकारी रहना होगा। इस आदार के प्राप्ति पर निविदा अधिकारी को प्रस्तुत करना होगा।
20. आवश्यकता होने पर वाहन को भारत के किसी भी रेखाफ़ोस सथताका का भी बुझाया जा सकता है। तकनीकी आवश्यकता को वाहन बुझाने जाने पर निविदादण्डा उपस्थित होता है, जिसका कोई अंतरालिक बाध्य दे नहीं होगा। उपस्थित नहीं होने पर शासित नियमानुसार देय होगा।
21. यदि वाहन के रजिस्ट्रेशन नंटेड पार्टी में अंकित किए गये हैं तो वे केवल ही उपलब्ध कराये गये हितों की भी सिथिती में वाहन नही बदला जायेगा। वाहन घर ले निरंतर भाग माना जाएगा।
22. यात्रा स्वयंपर कार्यकारी पूर्ण करने के लिए वाहन चालक निविदादण्डा जिमिदार होगा। Duty slip के समानता वितरित न प्राप्त अधिकारी द्वारा संपत्तित रहित हो रहे कार्यकारी उपलब्ध है।

(4.2) आवश्यकता स्तर का अनुसार (as and when required) प्रति किमी. के आदार पर
1. दोहर टैक्स का युगलवाहन निविदादण्डा द्वारा किया जाना होगा जिसका पुनर्निर्देश प्रस्तुति स्तर के आदार पर निविदा अधिकारी द्वारा किया जाएगा।
2. उपयोग के लिए सभी शुल्क प्रमाण होंगे। यदि एक्सिबिट (GST) नियमानुसार देय होगा।
3. वाहन का युगलवाहन संचालन 250 किमी. का होगा। कार्य की मण्डा मीटर रिडिंग से की जायेगी।
4. रात्रि विधिम भला रात्रि 12:00 बजे बाद जेनु मण्डा में से बाहर की भावना के लिए देय होगा।
5. आवश्यकता होने पर वाहन राजस्थान में अस्तित्व राजस्थान से बाहर भी बाहर जाने जा सकता है, जिसके लिए किसी भी एक आदार पर होगा। एक बाहर चालक की रात्रि विधि भला देव देय होगा। जो निविदा में अलग से निविदा कालिन अनुसरण किया जाना अधिकार है। वाहन चालक को नियमानुसार प्रतिदिन की दर से रात्रि विधि देव देय होगा।
6. राजस्थान में से बाहर जाने पर आवश्यकता प्रतिबंध/अनुमान आदि जी जानी आवश्यक है तथा इस हेतु कोई दबाव चार्ज का मुआवजा किया जाना है, तो उक्त कार्यकारी/मुआवज केवल हेतु निविदादण्डा जिमिदार होगा।
7. ज्युपुर नगर निवासी की सीमाओं से बाहर (राजस्थान में अस्तित्व राजस्थान से बाहर) के लिए यात्रा सम्मानित अधिकारी के बालिकाल में अस्तित्व प्राप्त होने के प्रमाण स्तर पर वाहन भाग जाना है, तो उक्त स्तर में अनुष्ठान जाना है।
8. यात्रा सम्मानित स्वयंपर यात्रा समाप्त होने के बाद तथा यह प्रमाण करने पर ही किया जाएगा। यात्रा के दौरान निविदा अधिकारी अवधी तक यात्रा के लिए अधिकारी द्वारा किसी प्रकार का मुआवजा नहीं किया जाएगा।

(4.3) अन्य व्यवस्थाएँ
• परियोजना की आनुमानित लागत रात्रि रू. 12.00 लाख हैं, किसी निर्माण एवं संयुक्त शासन सरकार, आर्थिक एवं सांस्कृतिक विधान, योजना भवन, ज्युपुर द्वारा उक्त लागत की सेवाओं की गारंटी नहीं दी जा रही है। निविदा अधिकारी द्वारा उक्त अनुमानित लागत से कम/अधिक राशि की सेवाओं भी ली जा सकती है।
• राजस्थान लोक उपाधि में पारंपरिक अधिनियम 2012 एवं नियम 2013 की भारत लागू होंगी।

(4.4) Deliverables:
• Duty slip alongwith daily log sheet duly verified by the respective officer, who have used the vehicle during the visit or have allotted the vehicle.
• Toll slips (if any)
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

- Vehicle shall be made available on written, oral, SMS, e-mail or telephonic conversation or intimation within 24 hours.
- In special circumstances or urgent need, Vehicle shall be made available within one hour of intimation.
- The details of vehicle and driver shall also be made available to DES and officer concerned who is going to undertake journey before 12 hours to proceed on journey.

(4.4) Timelines:

- As narrated in point 4.3 or otherwise timelines for submission of deliverables for each work shall be mentioned in specific work order.
5. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents
   a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped prior to the opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
   b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker’s cheque to the procuring entity.
   c) Bidding documents purchased by Principal of any concern may be used by its authorised associates or vice versa.
   d) Bids shall be submitted in the prescribed format being released or uploaded by DES.

2) Pre-bid Meeting/ Clarifications
   I. Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents. The clarification may seek before 48 hours of last date for submitting bid.
   II. No pre-bid meeting shall be conducted.
   III. The response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take into account in preparing their bids, and shall be published on the respective websites.

3) Changes in the Bidding Document
   a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
   b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
   c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
   d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity; Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4) Period of Validity of Bids
   a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document, i.e. 90 days from the bid submission deadline. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.
   b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
   c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) Format and Signing of Bids
   a) Bidders must submit their bids online at e-Procurement portal i.e. http://eproc.rajasthan.gov.in.
   b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
   c) A single stage- Two part/ cover system shall be followed for the Bid:
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

a. Technical Bid, including fee details, eligibility & technical documents
b. Financial Bid

d) The technical bid shall consist of the following documents:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fee Details</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Bidding document Fee (Tender Fee), RISL Processing Fee (e-Procurement), Bid Security</td>
<td>Instrument / Proof of submission (PDF)</td>
</tr>
<tr>
<td></td>
<td>Eligibility Documents</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Bidder's Authorisation Certificate</td>
<td>As per Annexure-1 (PDF)</td>
</tr>
<tr>
<td>3.</td>
<td>All the documents mentioned in the &quot;Eligibility Criteria&quot;, in support of the eligibility</td>
<td>As per the format mentioned against the respective eligibility criteria clause (PDF)</td>
</tr>
<tr>
<td></td>
<td>Technical Documents</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Self Declaration</td>
<td>As per Annexure-2 (PDF)</td>
</tr>
<tr>
<td>5.</td>
<td>Certificate of Conformity / No Deviation</td>
<td>As per Annexure-3 (PDF)</td>
</tr>
<tr>
<td>6.</td>
<td>Sealed and signed RFP document</td>
<td>PDF</td>
</tr>
</tbody>
</table>

b) Financial bid shall include the following documents:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Covering Letter - Financial Bid</td>
<td>On bidder’s letter head duly signed by authorized signatory as per Annexure-4 (PDF)</td>
</tr>
<tr>
<td>2.</td>
<td>Financial Bid</td>
<td>As per BoQ (XLS) format available on e-Procurement portal as per Annexure-4</td>
</tr>
</tbody>
</table>

c) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/contents may lead to the rejections of the Bid submitted by the bidder.

6) Cost & Language of Bidding

a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English. Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7) Alternative Multiple Bids

Alternative Multiple Bids shall not be considered at all.

8) Bid Security

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIT. Bid security shall be 2% of the estimated value of subject matter of procurement put to bid.

(i) Bid security (BD) shall be solicited from all participating bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government (GoR) and undertakings of the Central Government. However, a bid security declaration shall be taken from them.

(ii) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed technical bid.

(iii) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format (Annexure-8). The bid security must remain valid Ninety days beyond the original or extended validity period of the bid.
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

(iv) 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.

(v) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.

(vi) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

(vii) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

(viii) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

(ix) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely:-

1) when the bidder withdraws or modifies its bid after opening of bids;
2) when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
3) when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
4) when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
5) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

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

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

(xii) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

(xiii) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-

1) the expiry of validity of bid security;
2) the execution of agreement for procurement and performance security is furnished by the successful bidder;
3) the cancellation of the procurement process; or
4) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9) Deadline for the submission of Bids

a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.

b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

10) Withdrawal, Substitution, and Modification of Bids
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".

b) Bids withdrawn shall not be opened and processes further.

c) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids.

11) Opening of Bids

a) The Bids shall be opened online by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.

b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.

c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.

d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).

e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:
   a. bid is accompanied by bidding document fee, bid security, or bid securing declaration, and processing fee (if applicable);
   b. bid is valid for the period, specified in the bidding document;
   c. bid is unconditional and the bidder has agreed to give the required performance security; and
   d. other conditions, as specified in the bidding document are fulfilled.
   e. any other information which the committee may consider appropriate.

f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.

g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) Selection Method

The selection method is item wise Least Cost Based Selection (LCBS) i.e. item wise L1.

13) Period of Rate Contract

A rate contract with the L1 bidder will be entered for the items as given in Bill of Material (Annexure-9). This Rate Contract shall be valid for a period of one (01) year from the date of issue of letter of Rate Contract to the successful bidder(s). Rate Contract may be extended for a period of one (01) more year with mutual consent if the services of bidder is found of good quality.

14) Clarification of Bids

a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid.

b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

e) All communications generated under this rule shall be included in the record of the procurement proceedings.

15) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness
a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.

b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, where:
   i. "deviation" is a departure from the requirements specified in the bidding document;
   ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

c. A material deviation, reservation, or omission is one that,
   i. if accepted, shall:-
      1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
      2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the bidder’s obligations under the proposed contract; or
   ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation.

e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids
a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, Licenses, pollution control certificate etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

c. The bid evaluation committee may rectify non-material non-conformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria
Bids shall be evaluated based on the compliance of the documents submitted in the technical bid.

d) Tabulation of Technical Bids
a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

e. The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.

f. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

16) Evaluation & Tabulation of Financial Bids
Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bids:

a. The Financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;

b. the process of opening of the financial Bids shall be similar to that of technical Bids.

c. the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;

d. conditional Bids are liable to be rejected;
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

- the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/State Government/Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;

- the offers shall be evaluated and marked item wise L1, L2, L3 etc. item wise L1 being the lowest offer and then others in ascending order;

- the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;

- the members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.

- it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

17) Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely:

- if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

18) Comparison of rates of firms outside and those in Rajasthan

While tabulating the financial Bids of those firms which are not entitled to price preference, the element of State Goods and Services Tax (SGST) shall be excluded from the rates quoted by the firms of Rajasthan and the elements of Central Goods and Services Tax (CGST) shall be included in the rates of firms from outside Rajasthan for financial bid evaluation purpose.

19) Price/ purchase preference in evaluation

Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

20) Negotiations

- 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.

- Negotiations may, however, be undertaken only with the lowest bidder when the rates are considered to be much higher than the prevailing market rates.

- The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

- The lowest bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of Five days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest bidder has received the intimation and consented to regarding holding of negotiations.

- 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.

- In case of non-satisfactory achievement of rates from lowest 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 bidder, then to the third lowest 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 would be used in exceptional cases only.

- In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.
21) Exclusion of Bids/ Disqualification
a) A procuring entity shall exclude/disqualify a Bid, if:
   a. the information submitted, concerning the qualifications of the bidder, was false or constituted a
      misrepresentation; or
   b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate
      or incomplete; and
   c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding
      document;
   d. The bidder/owner of the firm should not be involved in criminal/financial offensive nature or
      guilty and not punished by the court at any time or period.
   e. the Bid materially departs from the requirements specified in the bidding document or it
      contains false information;
   f. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give,
      to any officer or employee of the procuring entity or other governmental authority a gratification
      in any form, or any other thing of value, so as to unduly influence the procurement process;
   g. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair
      competition.

b) A Bid shall be excluded/disqualified as soon as the cause for its exclusion/disqualification is
   discovered.

c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing
   and shall be:
   a. communicated to the concerned bidder in writing;
   b. published on the State Public Procurement Portal, if applicable.

22) Lack of competition
a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up
   with one responsive Bid only. In such situation, the bid evaluation committee would check as to
   whether while floating the NIB, all necessary requirements to encourage competition like standard
   bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of
   Bids, etc. were fulfilled. If not, the NIB would be rectified after rectifying deficiencies. The bid
   process shall be considered valid even if there is one responsive Bid, provided that:
   a. the Bid is technically qualified;
   b. the price quoted by the bidder is assessed to be reasonable;
   c. the Bid is unconditional and complete in all respects;
   d. there are no obvious indicators of cartelization amongst bidders; and
   e. the bidder is qualified as per the provisions of pre-qualification/eligibility criteria in the bidding
      document.

b) The bid evaluation committee shall prepare a justification note for approval by the next higher
   authority of the procuring entity, with the concurrence of the accounts member.

c) In case of dissent, by any member of bid evaluation committee, the next higher authority in
   delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids
   after recording reasons.

d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of
   market depth, eligibility criteria and cost estimate.

23) Acceptance of the successful Bid and award of contract
a) The procuring entity after considering the recommendations of the bid evaluation committee and the
   conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall
   accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or
   given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of
   financial powers, for decision.

b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to
   procuring entity for taking decision. If the decision is not taken within the original validity period of
   time limit allowed for taking decision, the matter shall be referred to the next higher authority in
   delegation of financial powers for decision.

c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is
   reasonable and consistent with the required quality.

d) A Bid shall be treated as successful only after the competent authority has approved the
   procurement in terms of that Bid.
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its bid has been accepted.

g) As soon as a bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within the period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

i) The bid security of the bidders who's bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

24) Information and publication of award
Information of award of contract shall be communicated to all participating bidders OR published on the respective website(s) as specified in NIB.

25) Procuring entity's right to accept or reject any or all Bids
The Procuring entity reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

26) Right to vary quantity
a) At the time of award of contract, the quantity of or services originally specified in the bidding documents may be increased, but such increase shall not exceed as per State Govt Rules of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the bidding documents.

b) If the procuring entity does not procure any subject matter of procurement or procure less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

c) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased.

27) Performance Security
a) Prior to execution of agreement, Performance security shall be solicited from successful bidder(s) except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

b) The amount of performance security shall be 5% of the amount of estimated procurement contract. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.

c) Performance security shall be furnished in any one of the following forms:
   a. Bank Draft or Banker's Cheque of a scheduled bank;
   b. National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;

d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

d) Performance security furnished in the form specified in clause [a.] to [d.] of (c)above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
   a. When any terms and condition of the contract is breached.
   b. When the bidder fails to make complete supply satisfactorily.
   c. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

28) Execution of agreement

a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.

b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.

c) If the bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

29) Confidentiality

a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to:
   a. Impede enforcement of any law;
   b. Affect the security or strategic interests of India;
   c. Affect the intellectual property rights or legitimate commercial interests of bidders;
   d. Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.

c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

30) Cancellation of procurement process
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
   a. at any time prior to the acceptance of the successful Bid; or
   b. after the successful Bid is accepted in accordance with (d) and (e) below.

c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.

f) If a bidder is convicted of any offence under the Act, the procuring entity may -
   a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
   b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

31) Code of Integrity for Bidders

a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

b) The code of integrity include provisions for -

   a. Prohibiting
      i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
      ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
      iii. any collusion, bullying or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
      iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
      v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
      vi. any collusion, including impairing or harming or threatening to do the same, directly or indirectly, by any party to its property to influence the procurement process;
      vii. any obstruction of any investigation or audit of a procurement process;
   
   b. Disclosure of conflict of interest;

   c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

b) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including:

   i. exclusion of the bidder from the procurement process;
   ii. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
   iii. forfeiture or encashment of any other security or bond relating to the procurement;
   iv. recovery of payments made by the procuring entity along with interest thereon at bank rate;
   v. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
   vi. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

32) Interference with Procurement Process

A bidder, who:

a) withdraws from the procurement process after opening of financial bids;

b) withdraws from the procurement process after being declared the successful bidder;

c) fails to enter into procurement contract after being declared the successful bidder;
d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

33) Appeals

a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
   a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
   b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose of it of within 30 days from the date of filing of the appeal.

c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.

d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose of it of within 10 days from the date of filing of the appeal:

e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be: First Appellate Authority: Principal Secretary, Planning, IT&C or as determined by GoR
   Second Appellate Authority: Finance Department, GoR

f) Form of Appeal:
   a. Every appeal under (a) and (c) above shall be as per Annexure-6 along with as many copies as there are respondents in the appeal.
   b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
   c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

g) Fee for Appeal: Fee for filing appeal:
   a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
   b. The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

h) Procedure for disposal of appeal:
   a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
   b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:
      i. hear all the parties to appeal present before him; and
      ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
   c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
   d. The order passed under (c) shall also be placed on the State Public Procurement Portal.

i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

34) Stay of procurement proceedings
While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

35) Vexatious Appeals & Complaints
Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012”, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

36) Offenses by Firms/ Companies
a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer/official shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

c) The bidder/owner of the firm should not be involved in criminal/financial offence at any time and not punished by the court at any time or period.
d) For the purpose of this section-
   a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or cooperative society, trust or other association of individuals; and
   b. "director", in relation to a limited liability partnership or firm, means a partner in the firm.
e) Abetment of certain offences: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

37) Debarment from Bidding
a) A bidder shall be debarred by the State Government if he has been convicted of an offence
i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

38) Monitoring of Contract
a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder’s premises where the work is being completed may be inspected.

c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.

d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

e) No new partner/partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder’s receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

a) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions
For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:

a) "Contract" means the Agreement entered into between the Purchaser and the successful / selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

c) "Contract Price" means the price payable to the successful / selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

d) "Day" means a calendar day.

e) "Delivery" means the transfer of the Goods or Services from the successful / selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.

f) "Completion" means the fulfillment of the related services by the successful / selected bidder in accordance with the terms and conditions set forth in the Contract.

g) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.

h) "Related Services" means the services provided by the successful / selected bidder under the Contract (i.e. providing required vehicle as and when required or for fulltime as specified in the document).

i) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom execution of any part of the related services is subcontracted by the successful / selected bidder.

j) "Supplier / Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful / selected bidder.

k) "The Site," where applicable, means the designated project place(s) or office named in the bidding document.

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

1) Contract Documents
Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2) Interpretation
a) If the context so requires, singular means plural and vice versa.

b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier / Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
f) **Severability**: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) **Language**
   a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/selected bidder and the Purchaser, shall be written in English or Hindi language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
   b) The successful/selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) **Eligible Related Services**
   a) For purposes of this Clause, “related services” includes services such as insurance, transportation and initial maintenance.
   b) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

5) **Governing Law**
   The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State/the Country (India), unless otherwise specified in the contract.

6) **Scope of Services**
   a) Subject to the provisions in the bidding document and contract, the services to be provided shall be as specified in the bidding document.
   b) Unless otherwise stipulated in the Contract, the scope of services shall include all such details/related activities not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery of the services as if such details/related activities were expressly mentioned in the Contract.

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

8) **Selected Bidder’s Responsibilities**
   The Selected Bidder shall deliver services included in the scope of work in accordance with the provisions of bidding document and/or contract.

9) **Purchaser’s Responsibilities**
   The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

10) **Service of Notice, Documents & Orders**
    a) A notice, document or order shall be deemed to be served on any individual by -
       a. delivering it to the person personally; or
       b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
       c. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
    b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

11) **Scope of Supply**
    a) Subject to the provisions in the bidding document and contract, the related services to be supplied shall be as specified in the bidding document.
    b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as...
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services being required for attaining delivery and completion related services as if such items were expressly mentioned in the Contract.

12) Delivery & Installation
   a) Subject to the conditions of the contract, the delivery of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping, and other documents to be furnished by the successful / selected bidder are specified in the bidding document and / or contract.
   b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

13) Contract Price
   a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
   b) Prices charged by the Supplier / Selected Bidder for the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier / Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

14) Recoveries from Supplier/ Selected Bidder
   a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.
   b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier, along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
   c) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

15) Taxes & Duties
   a) The GST etc., if applicable, shall be deducted at source from the payment to the Supplier/ Selected Bidder as per the law in force at the time of execution of contract.
   b) For services provided from within India, the successful / selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted services to the Purchaser.
   c) Revision of taxes, if any and as applicable, shall be handled as per Clause “Change in Laws & Regulations” of this chapter.
   d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

16) Confidential Information
   a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
   b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
   c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
   d) The obligation of a party under sub-clauses above, however, shall not apply to information that:
      i. the Purchaser or Supplier/ Selected Bidder need to share with other institutions participating in the Contract;
      ii. now or hereafter enters the public domain through no fault of that party;
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

17) Sub-contracting
a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.

b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.

c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/or contract.

18) Validity of Rate Contract
The rate contract shall be valid for a period of One Year from the date signing of Agreement between the selected bidder and DES. The contract may further be extended for a period of one more year on same terms and conditions of the Rate Contract, agreed mutually by both parties, if the services of bidder found in good condition.

19) Specifications and Standards
The services provided under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

All motor vehicles provided shall strictly conform to the specifications, trademark laid down in the bidding document. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the motor vehicles provided conform to the specifications shall be final and binding on the supplier/ selected bidder.

20) Insurance
a) The vehicle will be delivered at the destination in perfect condition. The vehicle supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.

b) The vehicle will be delivered at the desired destination as mentioned in work order or communicate orally or telephonically in perfect condition.

21) Payments
a) Advance Payment will not be made except in rare and special cases.

b) Unless otherwise agreed between the parties, payment for the delivery of the services will be made on submission of bill in proper form along with the supporting documents by the bidder to the Purchase Officer in accordance with G.F. & A.R all remittance charges will be borne by the bidder.

c) In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.

22) Liquidated Damages (LD)
a) Except as provided under clause “Force Majeure”, if the selected bidder fails to deliver any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.

Page 29 of 49
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.

c) Delivery period may be extended with or without liquidated damages, if the delay in the delivery of services is on account of hindrances beyond the control of the selected bidder.

i. The selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the service within the stipulated delivery period or is unable to maintain prorate progress in the service delivery. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 3 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained.

ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of service and the periods of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.

iii. Normally, extension in delivery of service may be considered without liquidated damages when delay has occurred due to delay in details etc. if the DES was required to provide them to the service provider as per terms of the contract.

iv. If the competent authority agrees to extend the delivery period/schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed delivery of service.

v. It shall be at the discretion of the concerned authority to accept or not to accept the services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered service.

vi. If DES is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

d) In case of extension in the delivery period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the selected bidder has failed to provide:

<table>
<thead>
<tr>
<th>No.</th>
<th>Condition</th>
<th>LD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Delay up to one fourth period of the prescribed period of delivery of services</td>
<td>2.5%</td>
</tr>
<tr>
<td>b.</td>
<td>Delay exceeding one fourth but not exceeding half of the prescribed period of delivery of services</td>
<td>5.0%</td>
</tr>
<tr>
<td>c.</td>
<td>Delay exceeding half but not exceeding three fourth of the prescribed period of delivery of services</td>
<td>7.5%</td>
</tr>
<tr>
<td>d.</td>
<td>Delay exceeding three fourth of the prescribed period of delivery of services</td>
<td>10.0%</td>
</tr>
</tbody>
</table>

1 Fraction of a day in reckoning period of delay in delivery and completion of work shall be eliminated, i.e., less than half a day.
2 The maximum amount of liquidated damages shall be 10% of the contract value.
3 The percentage refers to the payment due for the associated milestone for service.

23) Settlement of Disputes:

a) If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Principal Secretary, Planning, IT&C who will appoint any state Gast officer as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

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

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

24) Limitation of Liability

Except in cases of gross negligence or willful misconduct:
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/selected bidder to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the supplier/selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/selected bidder to indemnify the Purchaser with respect to patent infringement.

25) Change in Laws & Regulations

a) Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions, where applicable.

26) Force Majeure

a) The supplier/selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the supplier/selected bidder that is unforeseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the supplier/selected bidder shall promptly notify the RISL in writing of such conditions and cause thereof within 3 days of occurrence of such event. Unless otherwise directed by DES, the supplier/selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part of any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the DES, the DES may take the case with the supplier/selected bidder on similar lines.

27) Change Orders and Contract Amendments

a) The Purchaser may at any time order the supplier/selected bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following:
   i. the place of delivery; and
   ii. the related services (i.e. the type of vehicle) to be provided by the supplier/selected bidder.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier’s/selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the supplier/selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier’s/selected bidder’s receipt of the Purchaser’s change order.

c) Prices to be charged by the supplier/selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/selected bidder for similar services.

28) Termination

I. Termination for Default
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/selected bidder, terminate the contract in whole or in part:
   a. If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by DES; or
   b. If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
   c. If the selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
   d. If the selected bidder commits breach of any condition of the contract.

ii. If DES terminates the contract in whole or in part, amount of PSD may be forfeited.

iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

II. Termination for Insolvency
DES may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DES.

III. Termination for Convenience
i. DES, by a written notice of at least 30 days sent to the selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

ii. Depending on merits of the case, the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Payment Terms and Schedule

a) Payment schedule - Payments to the bidder, after successful completion of work shall be made after submission of the following documents:

1. Duly verified duty slip by the respective officer visited/use vehicle on tour or to whom vehicle is assigned to use.

2. Toll slips and parking slips (if any)

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

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

d) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.

e) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, subject to successful execution of work unto the satisfaction of the purchaser.

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

g) All remittance charges will be borne by the supplier/ selected bidder.

h) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

ANNEXURE-1: BIDDER’S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,
{Procuring entity},

__________________________________________

__________________________________________

I/ We {Name/ Designation}, hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. __________________________ dated ________. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -                                          Verified Signature: -

Authorised Signatory: -

Seal of the Organization:

Date: __________________________

Place: __________________________

("Signature")
ANNEXURE-2: SELF-DECLARATION (to be filled by the bidder)

To,
{Procuring entity},

In response to the NIB Ref. No. _______________ dated ____________ for
Entering into rate contract for hiring of taxi services as an Owner/ Partner/ Director/ Auth.
Sign. of __________________________, I/ We hereby declare that presently our
Company/ firm __________________________, at the time of bidding; -
   a) possess the necessary professional, technical, financial and managerial resources and
      competence required by the Bidding Document issued by the Procuring Entity;
   b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the
      State Government or any local authority as specified in the Bidding Document;
   c) is having unblemished record and is not declared ineligible for corrupt & fraudulent
      practices either indefinitely or for a particular period of time by any State/ Central
      government/ PSU/ UT;
   d) does not have any previous transgressions with any entity in India or any other country
      during the last three years;
   e) does not have any debarment by any other procuring entity;
   f) is not insolvent in receivership, bankruptcy or being wound up, not have its affairs
      administered by a court or a judicial officer and have its business activities suspended
      and is not the subject of legal proceedings for any of the foregoing reasons;
   g) does not have, and our directors and officers 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 three years preceding the commencement of the procurement process, or not
      have been otherwise disqualified pursuant to debarment proceedings;
   h) does not have a conflict of interests as mentioned in the bidding document which materially
      affects the fair competition.
   i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be
taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our
security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: ______________
Place: ______________
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

ANNEXURE 3: CERTIFICATE OF CONFORMITY/ NO DEVIATION (to be filled by the bidder)

To,

{Procuring Entity},

CERTIFICATE

This is to certify that, the information which I/ We have mentioned in the bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ We have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ We have quoted is inclusive of all the cost factors involved in the end-to-end execution of the work, to meet the desired standards set out in the bidding Document.

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

Thanking you,

Name of the Bidder: __________________________
Authorised Signatory: _______________________
Seal of the Organization: _____________________
Date: ____________________________
Place: ____________________________

[Signature]
ANNEXURE-4: FINANCIAL BID COVER LETTER & FORMAT

COVER LETTER (to be submitted by the bidder on his Letter head)

To,
The Director and Joint secy,
Economics and statistics Deptt.
Jaipur (Raj.)

Reference: NIB No. _____________________________ Dated:__________

Dear Sir,

We, the undersigned bidder, Having read & examined in detail the Bidding Document, the receipt of which is hereby duly acknowledged, if we, the undersigned, offer to supply/ work as mentioned in the bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work.

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

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

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

Date:
Authorized Signatory
Name:
Designation:
ANNEXURE-4: Financial Bid Format

[to be submitted by the bidder only in BoQ format (XLS) available at eProc portal]

Tender Inviting Authority: DES
Name of Work: Entering into rate contract for hiring of taxi services

NIB no.: ___________________ Dated: ___________________

Bidder Name: ___________________

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Part A- As and when required basis (Per Km.)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Rate per Km. (In Rs.)</th>
<th>GST (In Rs.)</th>
<th>Night-halt charges fixed (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Indica and other similar vehicle</td>
<td>AC</td>
<td></td>
<td>As per applicable</td>
</tr>
<tr>
<td>2</td>
<td>Indica/Dezire/Etios and other similar vehicle</td>
<td>Non AC</td>
<td></td>
<td>As per applicable</td>
</tr>
<tr>
<td>3</td>
<td>Toyota Innova and other similar vehicle</td>
<td>AC</td>
<td></td>
<td>As per applicable</td>
</tr>
<tr>
<td>4</td>
<td>Toyota Innova and other similar vehicle</td>
<td>Non AC</td>
<td></td>
<td>As per applicable</td>
</tr>
<tr>
<td>5</td>
<td>Toyota Innova and other similar vehicle</td>
<td>AC</td>
<td></td>
<td>As per applicable</td>
</tr>
<tr>
<td>6</td>
<td>Toyota Innova and other similar vehicle</td>
<td>Non AC</td>
<td></td>
<td>As per applicable</td>
</tr>
</tbody>
</table>

Part B- Monthly basis Fixed Rental Vehicle (Per Month) (Required 4 vehicle for local use and 2 for State)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Rate per Month (In Rs.) for Jaipur Municipal Area (Per Vehicle)</th>
<th>GST 1 (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Indica and other similar vehicle</td>
<td>AC</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Indica and other similar vehicle</td>
<td>Non AC</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Indica/Dezire/Etios and other similar vehicle</td>
<td>AC</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Indica/Dezire/Etios and other similar vehicle</td>
<td>Non AC</td>
<td></td>
</tr>
</tbody>
</table>

Note: GST as per actual at prevailing Government Rules shall be payable.
ANNEXURE-5: DRAFT AGREEMENT FORMAT (on Non Judicial Stamp Paper)

{to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this ______ day of ________, 2019 by and between 
Directorate of Economics and Statistics, Government of Rajasthan, having its head office at Yojana 
Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as purchaser / 
DES) which term or expression, unless excluded by or repugnant to the subject or context, shall 
include his successors in office and assignees on ONE PART

And

M/s ______________, a company registered under the Rajasthan Shops & Commercial 
Establishments Act, 1958 or any other Act of State / Union, as applicable for dealing in the subject 
matter of procurement / Indian Companies Act, 1956 / Indian Partnership Act, 1932 with its registered 
office at ______________________ (herein after referred as the “Successful Bidder/ Supplier”) which 
term or expression, unless excluded by or repugnant to the subject or context, shall include his 
successors in office and assignees on the OTHER PART.

Whereas,
Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms 
and Conditions as set forth in the RFP document dated __________ or <NIB No _______________>.

And whereas
M/s ______________ represents that it has the necessary experience for carrying out the overall work 
as referred to herein and has submitted a bid and subsequent clarifications for providing the required 
services against said NIB and RFP document issued in this regard, in accordance with the terms and 
conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas
Purchaser has accepted the bid of successful bidder and has placed the Work Order vide Letter No. 
____________________ dated __________ on which successful bidder has given their acceptance vide their 
Letter No. ________________ dated __________.

And whereas
The successful bidder has deposited a sum of Rs. _______________/ (Rupees _______________) 
in the form of ________________ ref no. ________________ dated __________ of 
Bank and valid up to ________________ as security deposit for the due performance of the 
contract.

Now it is hereby agreed to by and between both the parties as under: -

1. The NIB Ref. No. ______________________ dated __________ and RFP document 
dated __________ issued by DES along with its enclosures/ annexures, wherever applicable, are 
deemed to be taken as part of this contract and are binding on both the parties executing this 
contract.

2. In consideration of the payment to be made by DES to service provider at the rates set forth in 
the work order no. ________________ dated __________ will duly deliver services set 
forth in the Scope of Work of RFP, along with its enclosures / annexures and Technical Bid 
along with subsequent clarifications submitted by successful bidder.

3. The DES do hereby agree that if successful bidder shall duly provide services in the manner 
aforesaid observe and keep the said terms and conditions of the RFP and Contract, the DES will 
pay or cause to be paid to successful bidder, at the time and the manner set forth in the said 
conditions of the RFP, the amount payable for each and every project milestone & deliverable. 
The mode of Payment will be as specified in the RFP document.
Rate Contract Document for Providing Content, Communications Development, Creative and Media Services

4. The timelines for the prescribed Scope of Work, requirement of services and deployment of resources shall be effected from the date of work order i.e. __________ and completed by successful bidder within the period as specified in the RFP document.

5. In case of extension in the delivery period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the selected bidder has failed to provide:

<table>
<thead>
<tr>
<th>No.</th>
<th>Condition</th>
<th>LD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Delay up to one fourth period of the prescribed period of delivery of services</td>
<td>2.5%</td>
</tr>
<tr>
<td>b.</td>
<td>Delay exceeding one fourth but not exceeding half of the prescribed period of delivery of services</td>
<td>5.0%</td>
</tr>
<tr>
<td>c.</td>
<td>Delay exceeding half but not exceeding three fourth of the prescribed period of delivery of services</td>
<td>7.5%</td>
</tr>
<tr>
<td>d.</td>
<td>Delay exceeding three fourth of the prescribed period of delivery of services</td>
<td>10.0%</td>
</tr>
</tbody>
</table>

a) Fraction of a day in reckoning period of delay in delivery and completion of work shall be eliminated, if it is less than half a day.
b) The maximum amount of liquidated damages shall be 10% of the contract value.
c) If successful bidder requires an extension of time in completion of contractual delivery of services on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of delivery of services.

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

7. This rate contract shall be valid for a period of One Year from the date of Work order. The rate contract may be further extended as per Govt.Rules on same terms and conditions of the Rate Contract, agreed mutually by both the parties.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ______ day of ______, 2018.

<table>
<thead>
<tr>
<th>Signed By:</th>
<th>Signed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>(Designation:</td>
<td>(Dr. Om Prakash Bairwa)</td>
</tr>
<tr>
<td>Company:</td>
<td>Director and Joint Secretary</td>
</tr>
<tr>
<td>In the presence of:</td>
<td>Economics &amp; Statistics</td>
</tr>
</tbody>
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<tbody>
<tr>
<td>(Designation:</td>
<td>)</td>
</tr>
<tr>
<td>Company:</td>
<td>)</td>
</tr>
<tr>
<td>Designation:</td>
<td>Govt. of Rajasthan</td>
</tr>
</tbody>
</table>

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</thead>
<tbody>
<tr>
<td>(Designation:</td>
<td>)</td>
</tr>
<tr>
<td>Company:</td>
<td>)</td>
</tr>
<tr>
<td>Designation:</td>
<td>Govt. of Rajasthan</td>
</tr>
</tbody>
</table>
ANNEXURE-6: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal No ............of ............... 
Before the ...................... (First/ Second Appellate Authority)

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

2. Name and address of the respondent(s):
   a. <please specify>
   b. <please specify>
   c. <please specify>

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>

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

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

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

7. Prayer: <please specify>

Place ............................................
Date ............................................

Appellant's Signature
ANNEXURE-6: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal No ..........of ..............
Before the ......................... (First/ Second Appellate Authority)

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

2. Name and address of the respondent(s):
   a. <please specify>
   b. <please specify>
   c. <please specify>

3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>

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

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

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

7. Prayer: <please specify>

Place ..............................................

Date ................................................

Appellant's Signature
ANNEXURE-7: TENDER FORM DETAILS

1) Addressed to:

<table>
<thead>
<tr>
<th>Name of the Tendering Authority</th>
<th>Director &amp; Joint Secretary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Directorate of Economics and Statistics, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Raj.) -302005</td>
</tr>
</tbody>
</table>

2) Firm Details:

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Contact Person with Designation</td>
<td></td>
</tr>
<tr>
<td>Registered Office Address</td>
<td></td>
</tr>
<tr>
<td>Address of the Firm</td>
<td></td>
</tr>
<tr>
<td>Year of Establishment</td>
<td></td>
</tr>
<tr>
<td>Type of Firm</td>
<td>Public  Private  Limited  Limited  Partnership  Proprietary</td>
</tr>
<tr>
<td>Put Tick(Y) mark</td>
<td></td>
</tr>
<tr>
<td>Telephone Number(s)</td>
<td></td>
</tr>
<tr>
<td>Email Address/ Web Site</td>
<td>Email: Web-Site:</td>
</tr>
<tr>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>Mobile Number</td>
<td>Mobile:</td>
</tr>
<tr>
<td>Certification/Accreditation/Affiliation, if Any</td>
<td></td>
</tr>
</tbody>
</table>

3) The requisite tender fee amounting to Rs. ________/ (Rupees <in words>) has been deposited vide receipt no. ________ dated __________.

4) The requisite EMD amounting to Rs. ________/ (Rupees < in words >) has been deposited vide Banker's Cheque/ DD as per the table given below:

<table>
<thead>
<tr>
<th>S.No</th>
<th>EMD in INR</th>
<th>Cheque/DD No &amp; Date</th>
<th>Bank Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5) We agree to abide by all the terms and conditions mentioned in this form issued by the Tendering Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: ____________________________

Authorized Signatory: ____________________________

[Signature]
ANNEXURE-8: BANK GUARANTEE FORMAT

{to be submitted by the bidder's bank}

BANK GUARANTEE FORMAT – BID SECURITY-A

(To be stamped in accordance with Stamp Act and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
The Director and Joint Secretary,
Directorate of Economics and Statistics,
Yojana Bhawan, C-Block,
Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <please specify> M/s. ....................................... (Name & full address of the firm) (Hereinafter called the “Bidder”) hereby submits the Bank Guarantee to participate in the said procurement/bidding process as mentioned in the bidding document.

   It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. .................> (Rupees <in words>) in respect to the NIB Ref. No. .......... dated ............. issued by DES, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as “DES”) by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

   And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. .................> (Rupees <in words>) to the DES as earnest money deposit.

2. Now, therefore, we the .............................................. (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1969 (delete, if not applicable) and branch Office at .................................. (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the DES of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the DES shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the DES on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the DES that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the DES shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the DES and it is further declared that it shall not be necessary for the DES to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the DES may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

7. The right of the DES to recover the said amount of <Rs. __________________ (Rupees in words)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. __________________(Bidder) and/or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc.

8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. __________________ (Rupees in words)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date .................................................. (Signature) ..................................................
Place ........................................... (Printed Name) ...........................................
(Designation) ..................................................
(Bank’s common seal) ......................................

In presence of:
WITNESS (with full name, designation, address & official seal, if any)
(1) ..................................................
(2) ..................................................

[Signature]
BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PSD)-B

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only
and to be issued by a Nationalized/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur,
Rajasthan)

To,
The Director and Joint Secretary,
Directorate of Economics and Statistics,
Yojana Bhawan, C-Block,
Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the Director and Joint Secretary, Directorate of Economics and Statistics (hereinafter called
"DES") having agreed to exempt M/s ......................................... (hereinafter called "the said Contractor(s)"
from the demand, under the terms and conditions of an Agreement No...............................................................dated
..........................made between the DES through .............................................and .............................................(Contractor) for the work .............................................(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor(s) of the terms and
conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.............................................(rupees
.............................................only), we .............................................(indicate the name of the Bank), (hereinafter referred to as "the
Bank") at the request of .............................................(Contractor(s) do hereby undertake to pay to the DES an amount not exceeding
Rs.............................................(Rupees.............................................only) on demand.

2. We.............................................(Indicate the name of Bank), do hereby undertake to pay Rs.............................................(Rupees.............................................only), the amounts due and payable under this guarantee without any demur or delay,
merely on a demand from the DES. Any such demand made on the bank by the DES shall be conclusive as regards
the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the
disposal of the DES and We.............................................(Indicate the name of Bank), bind ourselves with all directions given
by DES regarding its Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount
not exceeding Rs.............................................(Rupees.............................................only).

3. We.............................................(Indicate the name of Bank), undertake to pay to the DES any money so demanded
notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any
Court or Tribunal or Arbitrator etc. relating thereto, our liability under these present being absolute, unequivocal
and unconditional.

4. We.............................................(Indicate the name of Bank) further agree that the performance guarantee herein contained shall
remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified
period till all the dues of DES under or by virtue of the said Agreement have been fully paid and its claims
satisfied or discharged or till the DES certifies that the terms and conditions of the said Agreement have been fully
and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We.............................................(Indicate the name of Bank) further agree with the DES that the DES shall have the fullest
liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms
and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time
or to postpone for any time or from time to time any of the powers exercisable by the DESL against the said
Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall
not be relieved from our liability by reason of any such variation, or extension being granted to the said
Contractor(s) or for any forbearance, act or omission on the part of the DES or any indulgence by the DES to the
said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so
relieving us.

6. The liability of us ............................................. (Indicate the name of Bank), under this guarantee will not be discharged due
to the change in the constitution of the Bank or the contractor(s).

7. We ............................................. (Indicate the name of Bank), lastly undertake not to revoke this guarantee except with the
previous consent of the DES in writing.

8. This performance guarantee shall remain valid and in full effect, until it is decided to be discharged by the DES.
Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.............................................(Rupees
.............................................only).

9. It shall not be necessary for the DES to proceed against the contractor before proceeding against the Bank and the
guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the DES may
have obtained or obtain from the contractor.

10. We ............................................. (Indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this
Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens
to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and
articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express
Rate Contract Document for Providing Hiring of Taxi Services

dehlegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated......................day of....................For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the DES
For and on behalf of the DES

Signature

(Name & Designation)
## ANNEXURE-9- DETAILED EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Technical Evaluation Parameter</th>
<th>Supporting Document</th>
<th>Max Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Company Profile (Registration Period of Firm)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• more than 10 year :10</td>
<td>Registration Documents of firm and PAN/TAN/GST etc.</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>• 8-10 year :8</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 6-8 year :6</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 4-6 year :4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 2-4 year :2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Less than 2 year :0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Manpower Strength</strong></td>
<td>Letter Head from HR Head of Organization</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>• &gt; 10 : 10 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• &gt;=10 and &lt;8 : 8 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• &gt;=8 and &lt;6 : 6 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• &gt;=6 and &lt;4 : 4 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• &gt;=4 and &lt;1 : 2 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Financial strength</strong></td>
<td>CA Certificate</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Bidder's Average Annual Turnover during the last three financial years (i.e. FY 2014-15 to 2016-17 or FY 2015-16 to 2017-18)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• &gt;=25 lakh : 20 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• &gt;=25 lakh and &lt;20 lakh : 16 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• &gt;=20 lakh and &lt;15 lakh : 12 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• &gt;=15 lakh and &lt;10 lakh : 08 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Registration Period of Vehicle (5 marks for each vehicle &amp; minimum for 6 vehicle i.e. 5x6=30)</strong></td>
<td>RCs of vehicles</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>• Less than 1 year :5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 1-2 year :4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 2-3 year :3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 3-5 year :2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 5-6 year :1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• More than 6 year :0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td><strong>Previous assignments for Govt./PSUs</strong></td>
<td>Copy of Work Orders</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>• 10 Work Orders or more : 10 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 6-8 Work Orders : 8 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 6-4 Work Orders : 6 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 4-1 Work Orders : 4 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td><strong>Technical Capability (Vehicle registered as Taxi with necessary documents)</strong></td>
<td>Copy of related documents</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>• 6 Vehicle registered as Taxi : 20 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 5 Vehicle registered as Taxi : 15 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 4 Vehicle registered as Taxi : 10 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• 3 Vehicle registered as Taxi : 05 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Marks</strong></td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>
**ANNEXURE-4: Financial Bid Format**
(to be submitted by the bidder only in BoQ format (XLS) available at eProc portal)

**Tender Inviting Authority:** DES

**Name of Work:** Entering into rate contract for hiring of taxi services

<table>
<thead>
<tr>
<th>NIB no.:</th>
<th>Dated:</th>
</tr>
</thead>
</table>

**Bidder Name:**

**PRICE SCHEDULE**
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

**Part A- As and when required basis (Per Km.)**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Rate per Km. (In Rs.)</th>
<th>GST (In Rs.)</th>
<th>Night halt charges fixed (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Indica and other similar vehicle AC</td>
<td></td>
<td></td>
<td>As per applicable</td>
</tr>
<tr>
<td>2</td>
<td>Indica and other similar vehicle NonAC</td>
<td></td>
<td></td>
<td>As per applicable</td>
</tr>
<tr>
<td>3</td>
<td>Indico/ Dezire/ Etnos and other similar vehicle AC</td>
<td></td>
<td></td>
<td>As per applicable</td>
</tr>
<tr>
<td>4</td>
<td>Indico/ Dezire/ Etnos and other similar vehicle NonAC</td>
<td></td>
<td></td>
<td>As per applicable</td>
</tr>
<tr>
<td>5</td>
<td>Toyota Innova/ Tavera and other similar 5/7 seater vehicle AC</td>
<td></td>
<td></td>
<td>As per applicable</td>
</tr>
<tr>
<td>6</td>
<td>Toyota Innova/ Tavera and other similar 5/7 seater vehicle NonAC</td>
<td></td>
<td></td>
<td>As per applicable</td>
</tr>
</tbody>
</table>

**Part B- Monthly basis Fixed Rental Vehicle (Per Month)**
(Required 4 vehicle for local use)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Rate per Month (In Rs.) for Jaipur Municipal Area (Per Vehicle)</th>
<th>GST (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Indica and other similar vehicle AC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Indica and other similar vehicle NonAC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Indico/ Dezire/ Etnos and other similar vehicle AC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Indico/ Dezire/ Etnos and other similar vehicle NonAC</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>