Bidding Document
for
Empanelment of Event and Activity Management Agencies

Electronic Procurement
1
Bidding Document
for
Empanelment of Event and Activity Management Agencies

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Disclaimer

A. The information contained in this Bidding Document provided to the Bidder(s), by or on behalf of MANAGING DIRECTOR, RAJASTHAN SAMWAD or any of its employees, is provided to the Bidder(s) on the terms and conditions set out in this Bidding Document and all other terms and conditions subject to which such information is provided.

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

C. MANAGING DIRECTOR, RAJASTHAN SAMWAD, its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Bidding Document.

D. MANAGING DIRECTOR, RAJASTHAN SAMWAD may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bidding Document.
# Rajasthan Samwad
Department of Information and Public Relations
(RAJASTHAN SAMWAD)

## Bidding Document
for

**Empanelment of Event and Activity Management Agencies**

### Critical Dates

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date of publishing Notice Inviting Bids and Bidding Document on State Public Procurement Portal and e-procurement Portal</td>
<td>24/1/2020</td>
</tr>
<tr>
<td>2.</td>
<td>Date from which Bidding Document can be downloaded from State Public Procurement Portal and e-procurement Portal</td>
<td>27/1/2020</td>
</tr>
<tr>
<td>3.</td>
<td>Date up to which queries for clarifications on Bidding Document can be sent to RAJASTHAN SAMWAD</td>
<td>11/2/2020</td>
</tr>
<tr>
<td>4.</td>
<td>Last time and date up to which Bids can be submitted electronically on e-procurement Portal</td>
<td>Upto 5.00 PM on 14/2/2020</td>
</tr>
<tr>
<td>5.</td>
<td>Time span and date of physical submission of instruments of Bid Security, e-Procurement Processing Fee and Price of Bidding Document in the office of RAJASTHAN SAMWAD at Jaipur</td>
<td>Between 10 AM to 12 Noon of 14/2/2020</td>
</tr>
<tr>
<td>6.</td>
<td>Date and Time of Presentation</td>
<td>Will be informed later</td>
</tr>
<tr>
<td>7.</td>
<td>Time and date of opening of Technical Bids</td>
<td>5.00 PM of Dated 17/2/2020</td>
</tr>
</tbody>
</table>
RAJASTHAN SAMWAD
Department of Information and Public Relations
(RAJASTHAN SAMWAD)
Secretariat, Jaipur-302005
(Telephone & Fax No. 0141-2227057, email id: rajasthan.samwad2002@gmail.com)

NOTICE INVITING PROPOSALS (BIDS)

NIB No. 165 Date: 22/1/2020

Single Stage Two-Envelope unconditional Technical Bids are invited electronically by RAJASTHAN SAMWAD for Empanelment of Event and Activity Management Agencies. Brief particulars of the procurement are given below:

<table>
<thead>
<tr>
<th>Approximate value of Services</th>
<th>Amount of Bid Security</th>
<th>Period of Assignment</th>
<th>Validity period of Bids</th>
<th>Processing fee for e-procurement</th>
<th>Price of Bidding Document</th>
<th>Last time and date of receiving e-Bids</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rs 8 crs.</td>
<td>Rs 16 Lakh</td>
<td>One Year</td>
<td>90 Days</td>
<td>Rs.1,000</td>
<td>Rs.1,000</td>
<td>Up to 5.00 PM on dated 14/1/2020</td>
</tr>
</tbody>
</table>

2. The complete Bidding Document containing Instructions to Bidders and Bid Data, Evaluation and Qualification Criteria, Specifications, Bidding forms, General Conditions of Contract, Special Conditions of Contract, Contract Forms, etc. may be seen at or downloaded from the website of State Public Procurement Portal http://sppp.rajasthan.gov.in or e-procurement portal http://eproc.rajasthan.gov.in

3. Technical Bids only, duly digitally signed by the bidder on all pages and serially numbered, enclosed in separate single cover, and a second cover containing scanned copies of documents of payment of price of Bidding Document, electronic bid processing fee (both being non-refundable) and Bid Security must be submitted electronically to the RAJASTHAN SAMWAD on the e-procurement portal http://eproc.rajasthan.gov.in by using your ID, password and digital signature certificate, latest up to 5.00 PM on dated 14/1/2020

4. The instruments of payment of price of Rupees 1000 of the Bidding Document and the amount of bid security of Rupees 16 Lakh must be in the form of two separate bank demand draft/s banker’s cheques of a Scheduled Bank in India drawn in the name of Managing Director, Rajasthan Samwad, payable at Jaipur (bid security may also be deposited in the form of bank guarantee issued by a Scheduled Bank in India in the specified given format). The electronic bid processing fee of Rupees 1000 must be paid by another/separate bank demand draft/banker’s cheque of a Scheduled Bank in India drawn in the name of Managing
Director, RISL payable at Jaipur. All these three original instruments of payment must be submitted physically in a sealed cover by the Bidder to the office of Managing Director, Rajasthan Samwad, Department of Information and Public Relation, Government Secretariat, Jaipur between 10 AM to 12 Noon on Dated 14.12.2020.

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

6. The Technical Bids shall be opened at 5.00 PM on dated 17.12.2020 in the office of Managing Director, Rajasthan Samwad, RAJASTHAN SAMWAD, Government Secretariat Jaipur in the presence of the Bidders or their representatives who wish to be present.

6. The RAJASTHAN SAMWAD is not bound to accept the successful Bid and may reject any or all Bids without assigning any reason thereof.

7. The Bidders shall have to submit proofs of their GST registration and the Permanent Account Number (PAN) of Income Tax.

Managing Director,
Rajasthan Samwad
Department of Information and Public Relations,
Jaipur
Rajasthan Samwad
Department of Information and Public Relations
(RAJASTHAN SAMWAD)
Secretariat, Jaipur-302005
(Telephone & Fax No. 0141-2227057, email id: rajasthan.samwad2002@gmail.com)

NOTICE INVITING PROPOSALS (BIDS)

NIB No. 165 Date 22/11/2020

Single Stage Two-Envelope unconditional Technical and Financial Bids are invited electronically by RAJASTHAN SAMWAD Empanelment of Event and Activity Management Agencies. Brief particulars of the procurement are given below:

<table>
<thead>
<tr>
<th>Approximate value of Services</th>
<th>Amount of Bid Security</th>
<th>Period of Assignment</th>
<th>Validity period of Bids</th>
<th>Processing fee for e-procurement</th>
<th>Price of Bidding Document</th>
<th>Last time and date of receiving e-Bids</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rs 8 crs.</td>
<td>Rs 16 Lakh</td>
<td>One Year</td>
<td>90 Days</td>
<td>Rs.1,000</td>
<td>Rs.1,000</td>
<td>Upto 5.00 PM of 14/12/2020</td>
</tr>
</tbody>
</table>

The complete Bidding Document may be seen at or downloaded from the State Public Procurement Portal http://sppp.rajasthan.gov.in or e-procurement portal http://eproc.rajasthan.gov.in and its non-refundable price may be paid along with processing fee and bid security amount at the time of submission of the bid by banker’s cheque, demand draft, bank guarantee of a Scheduled Bank in India as specified in the bidding document.

Managing Director,
Rajasthan Samwad,
Department of Information and Public Relations,
Jaipur
Directions for e-Procurement

1) The Bidder or his authorised signatory shall submit his Technical and Financial/Price Bids/Proposals only in electronic format though on-line submission on e-Procurement Portal, http://eproc.rajasthan.gov.in However, the Banker's Cheque/Demand Drafts for Price of Bidding Document and e-procurement processing fee of RISL, and Banker's Cheque/Demand Draft/Bank Guarantee for Bid Security should be submitted physically at the office of RAJASTHAN SAMWAD at Department of Information and Public Relations, Secretariat, Jaipur.

2) In case, a Bidder fails to physically submit the Demand Drafts for Price of Bidding Document and e-procurement processing fee of RISL, and Banker's Cheque/Demand Draft/Bank Guarantee for Bid Security within the specified time as stated in para 1) above, its Bid may be rejected.

3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type II or 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.

4) RAJASTHAN SAMWAD shall not be responsible for any delay in online submission of Bid/Proposal by a Bidder due to any reason, whatsoever like slow speed, choking of web site due to heavy load, etc.
Section I
Instruction to Bidders
and Bid Data
(ITB)
Section I: Instruction to Bidders and Bid Data

Important Instruction:- The Bidders are advised to acquaint themselves with the provisions of the RTPP Act and the RTPP Rules before participating in the Bidding process.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>General</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Scope of Services</td>
<td>1.1.1</td>
<td>MANAGING DIRECTOR, RAJASTHAN SAMWAD issues this Bidding Document for Empanelment of Event and Activity Management Agencies.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The Specifications and Special Conditions of the Services have been given in Section III of the Bidding Document.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The selection of the Agency will be done by Qualification Conditions as provided in the Bidding Document and a Contract will be entered into with</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>the selected Agencies.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The completion period of the present Assignment is One year which may be extended for another period of One more year, if needed by MANAGING</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DIRECTOR, RAJASTHAN SAMWAD on the same terms and conditions.</td>
</tr>
<tr>
<td>2.</td>
<td>Code of Integrity, Conflict of Interest, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Conflict of</td>
<td>2.1.1</td>
<td>The Service Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other</td>
</tr>
<tr>
<td></td>
<td>Interest</td>
<td></td>
<td>employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the MANAGING DIRECTOR,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>RAJASTHAN SAMWAD.</td>
</tr>
<tr>
<td>3.</td>
<td>Eligibility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1</td>
<td>General</td>
<td>3.1.1</td>
<td>A Bidder may be a natural person, private Entity, government-owned Entity. The Bidder and the parties constituting the Bidder must have</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>nationality of India.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.1.2</td>
<td>A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.1.3</td>
<td>A Bidder shall not be eligible to apply for this Contract in case it has been debarred by Government of Rajasthan or other Government</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Boards, Corporations, autonomous bodies or the MANAGING DIRECTOR, RAJASTHAN SAMWAD under section 46 of the Act.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.1.4</td>
<td>The Bidder must disclose if he has any previous transgression with any entity in India or any other</td>
</tr>
</tbody>
</table>
country during the last three years or any debarment by any other procuring entity.

| 3.1.5 | The Bidder shall have to submit proof of registration for the Goods and Service Tax (GST) and Permanent Account Number (PAN) under Income Tax Act. |
| 3.1.6 | The detailed Eligibility, Qualification and Evaluation criteria are given in the Bidding Document. |

3.2 Only one Proposal by one Bidder

| 3.2.1 | A Bidder shall submit only one Proposal. |

### 4. Contents of Bidding Document

#### 4.1 Sections of the Bidding Document

| 4.1.1 | This BID consists of the following Sections: Notice Inviting Bids (Proposals) Section I: Instruction to Bidders/ Service Providers (ITB) and Bid Data Section II: Terms & Conditions Qualification and Evaluation Criteria Section III: Technical Bids Section IV: General Conditions of Contract (GCC) Section V: Contract Forms |

| 4.1.2 | The Request for Proposal along with the complete Bidding Document shall be placed on the State Public Procurement Portal, http://sppp.rajasthan.gov.in and e-procurement portal http://eproc.rajasthan.gov.in The Bidders may download the Bidding Document from these portals. |

| 4.1.3 | The instruments of payment of price of Rupees 1000 of the Bidding Document and the amount of Bid Security of Rupees 16 Lakh must be in the form of two separate bank demand draft/ banker's cheque of a Scheduled Bank in India drawn in the name of Managing Director, Rajasthan Samwad, payable at Jaipur (bid security may also be deposited through bank guarantee issued by a Scheduled Bank in India in the specified format). These two original instruments of payment and another bank demand draft/ banker's cheque of Rs.1000 of a Scheduled Bank in India drawn in the name of Managing Director, RISL, payable at Jaipur for e-procurement processing fee must be submitted in a sealed cover between 10 AM to 12.00 Noon on 14/2/2020. |

| 4.1.4 | The MANAGING DIRECTOR, RAJASTHAN SAMWAD is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the State Public Procurement Portal or e-procurement portal. |
| 4.2 | Clarification of Bidding Document | 4.2.1 | If any bidder has any doubts as to the meaning of any portion of these bidding procedures, Evaluation and Qualification Criteria, Conditions of Contract, Specifications etc., it shall before submitting the Bid, refer the same to the MANAGING DIRECTOR, RAJASTHAN SAMWAD and get clarifications by date 11/1/2020.

4.2.2 The Bidders are requested, to submit their questions quoting section, page number and clause number in writing or by e-mail in the format given in Section IV [Bidding Forms], to reach the MANAGING DIRECTOR, RAJASTHAN SAMWAD up to 11/3/2020.

| 4.3 | Amendment of Bidding Document | 4.3.1 | Any addendum/ corrigendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and e-Procurement Portal.

| 5. Preparation of Bids | 5.1 | Cost of Bidding | 5.1.1 | The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the MANAGING DIRECTOR, RAJASTHAN SAMWAD shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.1.2 The Bidder shall furnish the self attested copies of the following documents with its Bid:-
  i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing/submitting the Bid, authorizing him to represent all partners of the firm and his contact details.
  ii. Permanent Account Number (PAN) issued by the Income Tax Department and Goods and Service Tax (GST) registration certificate.
  iii. Address of office, telephone, fax numbers, e-mail address.
  iv. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of any other statutory or registered body, certificate of incorporation or registration issued by concerned authorities. Power of attorney in favour of the person signing the Bid and his contact details in the format given in Section IV [Bidding Forms].

| 5.2 | Documents Comprising the Bid | 5.2.1 | The Bid shall comprise of one cover, containing the Technical Bid/Proposal.
One more cover containing scanned copies of proof of payment of the price of Bidding Document, processing fee and Bid Security, in form specified in these ITB, shall be enclosed separately. Alternatively, these scanned copies may also be placed in the cover of Technical Bid.
| 5.2.2 | The Technical Bid/ Proposal shall contain the following:
   i. Technical Bid/ Proposal Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given in Section IV [Bidding Forms];
   ii. proof of payment of price of Bidding Document and Bid Security;
   iii. written confirmation authorizing the signatory of the Bid to commit the Bidder;
   iv. documentary evidence establishing the Bidder’s eligibility to bid;
   v. documentary evidence establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted;
   vi. Comments/ suggestions on Specifications, Methodology and Approach to accomplish the tasks required to be performed
   vii. All documents mentioned in ITB Clause 5.1.2; and
   viii. Others considered necessary to strengthen the Bid. |
| 5.3  | Technical Proposal Format and Content |
| 5.3.1 | The Technical Proposal must be submitted in the TECH forms provided in Bidding Forms. |
| 5.4  | Taxes |
| 5.4.1 | The Service Provider and Personnel are responsible for meeting all tax liabilities arising out of the Contract except Goods and Service Tax which shall be paid extra by MANAGING DIRECTOR, RAJASTHAN SAMWAD. |
| 5.5  | Period of Validity of Bid |
| 5.5.1 | The Service Providers’ Proposals must remain valid for 90 days after the last date of submission of proposals. During this period, Service Providers shall maintain the availability of Professional Staff nominated in the proposal. |
| 5.6  | Bid Security |
| 5.6.1 | The Bidder shall furnish as part of its Bid, a Bid Security. The amount of Bid Security shall be Rupees 16 Lakh in case of Micro and Small Enterprises it shall be 0.5% of the Bid amount, provided a self attested copy of valid registration certificate issued by authority is enclosed with the Bid. |
| 5.6.2 | Scanned copy of the instrument of Bid Security shall necessarily accompany the Bid. Any Bid not accompanied by Bid Security shall be liable to be rejected. |
| 5.6.3 | The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:- |
| 5.7 | Format and Signing of Bid | 5.7.1 | All pages of the Technical Bid, converted into pdf. format shall be digitally signed by the Bidder or the authorised signatory on behalf of the Bidder. This authorisation shall consist of a written Power of Attorney or a resolution of the Board of Directors, as the case may be and shall be attached to the Bid. |

### 6. Submission, Receipt and Opening of Bids

| 6.1 | Sealing and Marking of Bids | 6.1.1 | Bidders shall submit their Bids to MANAGING DIRECTOR, RAJASTHAN SAMWAD electronically only on the e-procurement portal, http://eproc.rajasthan.gov.in. In submission of their Bids, the Bidders should follow the step by step instructions given on the e-procurement portal. |

| 6.1.2 | The Bidder shall enclose the Technical Bid in one cover. The proof of payment of price of Bidding Document, processing fee and Bid Security may be enclosed within the cover of Technical Bid or may be enclosed in a second cover. |

| 6.3 | Withdrawal, Substitution and Modification of Bids/ Proposals | 6.3.1 | No Bid/ Proposal shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bids/ Proposals and the expiration of the period of Bid validity specified [Period of Validity of Bids] or any extension thereof. |

| 6.4 | Bid/ Proposal Opening | 6.4.1 | The electronic Technical Bids/ Proposals shall be opened by the Bids opening committee constituted by the MANAGING DIRECTOR, RAJASTHAN SAMWAD at 5.00 PM of 17/2/2020 at the office of MANAGING DIRECTOR, RAJASTHAN SAMWAD, Government Secretariat, Jaipur in the presence of the Bidders or their authorised representatives, who choose to be present. |

| 6.4.2 | The Bidders may choose to witness the electronic Bid/ Proposal opening procedure online. |
### 6.4.3
All other envelopes containing the Technical Bids/Proposals shall be opened one at a time and the following read out and recorded:

i. the name of the Bidder;

ii. whether there is a modification or substitution;

iii. whether proof of payment of Bid Security or Bid Securing Declaration, payment of price of the Bidding Document and processing fee have been enclosed;

iv. any other details as the Bids opening committee may consider appropriate.

After all the Bids/Proposals have been opened, their hard copies shall be printed and shall be initialed and dated on the first page and other important papers of each Bid by the members of the Bids opening committee.

### 6.4.4
Only Technical Bids/Proposals shall be read out and recorded at the bid opening and shall be considered for evaluation. No Bid/Proposal shall be rejected at the time of opening of Technical Bids/Proposals except that not accompanied with the proof of payment of the required price of Bidding Document, processing fee and Bid Security.

### 6.4.5
After completion of the evaluation of the Technical Bids/Proposals which includes evaluation of the presentation by the Bidders, the MANAGING DIRECTOR, RAJASTHAN SAMWAD, shall invite Bidders who have submitted substantially responsive Technical Bids/Proposals and who have been determined as being qualified for a PRESENTATION by intimating them in writing by the MANAGING DIRECTOR, RAJASTHAN SAMWAD.

### 7. Evaluation and Comparison of Bids

| 7.1 | Confidentiality | 7.1.1 | From the time of the Proposals' opening to the time of Contract award publication, if a Service Provider wishes to contact the MANAGING DIRECTOR, RAJASTHAN SAMWAD on any matter related to the selection process, it should do so only in writing. |
| 7.2 | Clarification of Technical Bids | 7.2.1 | To assist in the examination, evaluation, comparison and qualification of the Technical Bids/Proposals, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid/Proposal. The committee's request for clarification and the response of the Bidder shall be in writing. |
| 7.3 | Responsiveness of Technical Bids | 7.3.1 | If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by the MANAGING DIRECTOR, RAJASTHAN SAMWAD and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |

### 8. Negotiations and Clarifications

| 8.1 | General | 8.1.1 | Technically qualified procuring firms shall be empanelled/enlisted. |

### 9. Award of Contract

| 9.1 | Award of Contract | 9.1.1 | After completing clarifications and prior to the expiration of the period of validity of the Proposal, the MANAGING DIRECTOR, RAJASTHAN SAMWAD shall inform the selected Service Provider in writing, by registered post or email, that its Proposal has been accepted. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Service Provider. 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 to the address of the Service Provider given in the Proposal. |

| 9.2 | Terms of Payment | 9.2.1 | All payments shall be made in Indian Rupees. |

| 9.3 |  |
| 1. Payment as per rates mentioned in work order as per the contract will be made to the Service Provider Firm. On presentation of invoice in triplicate after successful completion of the tasks assigned by a particular Work Order. The bill will be verified by an officer or committee of officers appointed by the concerned Departmental Officer who placed the Work Order for satisfactory performance of the work as per specifications at the given sites by physically checking the work and its quality. The specifications and the quality of the work will be got checked by them. |
| 2. Taxes payable as per rules will be the liability of the Service Provider. All taxes as applicable i.e. income tax etc. shall be deducted from the payments of the successful bidder as per rules. |
| 3. Goods and Services tax, as applicable, shall be paid extra to the Service Provider by the concerned procuring entity with each payment for onward payment to concerned GST authority. |
| 4. The prices approved for this Procurement are inclusive of all expenses related to an activity like transportation, labour etc., therefore no reimbursable expenses shall be allowed under this Procurement. |
| 5. The Contract prices shall remain fixed during the period of the Contract. |
| 6. All payments under this Contract shall be made in Indian Rupees and shall be made to the bank account of the Service Provider as intimated by him. |
| 10.1 | Grievance Redressal | 10.1.1 | Any grievance of a Service Provider pertaining to the procurement process shall be presented by way of filing an appeal the First or Second Appellate Authority, as the case may be, as specified below:

First Appellate Authority: The Commissioner, Department of Information and Public Relations, Government of Rajasthan, Secretariat, Jaipur-302 005

Second Appellate Authority: The Principal Secretary (Department of Information and Public Relations, Government of Rajasthan, Secretariat, Jaipur-302 005 |
Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

(1) Filing an appeal
(a) If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the MANAGING DIRECTOR, RAJASTHAN SAMWAD is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings:
Provided further that in case a MANAGING DIRECTOR, RAJASTHAN SAMWAD 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) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
(c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder or the MANAGING DIRECTOR, RAJASTHAN SAMWAD is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the MANAGING DIRECTOR, RAJASTHAN SAMWAD, as the case may be, may file a second appeal to the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

(2) Appeal not to lie in certain cases
No appeal shall lie against any decision of the MANAGING DIRECTOR, RAJASTHAN SAMWAD relating to the following matters, namely:-

(a) determination of need of procurement;
(b) provisions limiting participation of Bidders in the bidding process;
(c) the decision of whether or not to enter into negotiations;
(d) cancellation of a procurement process;
(e) applicability of the provisions of confidentiality.

(3) Form and procedure of filing an appeal
(a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.
(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(4) Fee for filing appeal
(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker’s Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(5) Procedure for disposal of appeals
(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.
FORM No. 1
[See rule 83]
Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012
Appeal No ........of ...........
Before the ......................... (First / Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:

2. Name and address of the respondent(s):
   (i)
   (ii)
   (iii)

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:

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

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

   .................................................................................................................................

   ................................................................................................................................. (Supported by an affidavit)

7. Prayer:

   .................................................................................................................................

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

Appellant's Signature
Section II
Terms and Condition of Empanelment
Evaluation and Qualification Criteria
Section II: Terms and Conditions of Empanelment

1. BACKGROUND
Department of Information and Public Relations Rajasthan is a nodal agency for all media, Publicity and Advertisements activity in the state. The main objective of the department is wide publicity of the Policies, Development programmes and public welfare schemes of the Government through various medium. Press release, Display Advertisements, Special write ups, Publications, Exhibitions, Events etc are major functions of the department.
Rajasthan Samwad is an autonomous body under the aegis of Information and Public Relations Department, it was established in 2002. It is functioning as a self financed and independent body. The self governed society was formed by the Government of Rajasthan and registered under the society act. All the display advertisements of the Government Departments/Boards/Corporations are being released through Rajasthan Samwad, for both Print and Electronic Media. Besides Rajasthan Samwad also has objective of publicity through Film Production, Publication of Literature, outdoor media and event management.

1.2 Rajasthan Samwad requires professional and efficient Event Management Companies for organising events for DIPR, Rajasthan Samwad and other Deptt./Boards/Corporations of the State. Following types of events and activities individually or in combination during a period can be organised across Rajasthan:-
   1. Exhibitions
   2. Fairs, Festivals and Celebrations
   3. Conventions, Conferences and Seminars
   4. Various Functions, concerts, shows
   5. Opening and Closing Ceremonies
   6. Work Shops
   7. Tournaments
   8. Presentations
   9. Programmes
   10. Marathons
   11. Other event or programmes as and when required.

For this purpose Rajasthan Samwad has decided to empanel Event Management agencies (EMA) who can organize the events and activities as stated above. Financial Bids will be invited from the empanelled agencies as and when such events or activities will be required to be organized.

2. Scope of Work
The Empanelled Event and Activity Management Agency shall be responsible for successfully conducting and managing end to end activities of the event which shall vary on case to case basis. For managing a particular event or activity, the selected
EMA will be required to arrange all or a combination from these activities. The EMA may be required to undertake any other relevant activity also specified by the Rajasthan Samwad for smooth and successful completion of the event or activity. Detailed requirements for a particular event or activity will be given in the document issued for that particular event/ activity.- However, indicative scope of work is mentioned below. The list of activities is indicative only.

a. Conceptualizing & Planning the event and activities.
b. Complete solution of various aspects of the event/ activity.
c. Booking of the venue, arranging artists, groups, anchors other performers,
d. Assessment of requirement of various logistics.
e. Hiring of equipments.
f. Designing printing, distributing of invitations.
g. Branding and Publicity, event/ activity promotion and public relations activities.
h. Design, development and decoration of venue.
i. Stage and Sitting Arrangements.
j. Engaging Celebrities
k. Outsourcing of Various Services.
l. Help Desk, Stalls and Exhibition Kiosks, Control Room.
m. Food Court, Lunch, Dinner, Snacks.
n. Laser Shows, Cultural Shows, Fireworks other activities and shows as require for any particular event.
o. Security and safety of the event/ activity.
p. Any other arrangement as required particular event.

3. Empanelment Procedure of Event & Activity Management Agencies (EMA)

3.1 The empanelled EMAs will be entitled to bid for an event costing any amount.

3.2 The empanelment of EMAs will be done by inviting Bids/ Proposals electronically on e-Procurement Portal of Government of Rajasthan, https://eproc.rajasthan.gov.in. The detailed procedure of submitting Bids/ Proposals for empanelment has been given in Instructions to Bidders in this Bidding Document.

3.3 An EMA which is desirous to submit Bid/ Proposal for empanelment will be required to possess necessary eligibility and qualifications specified for respective Class.

3.4 A Bid/ Proposal for empanelment must accompany with EMD and Processing Fees Rs. 1000. For empanelment.

3.5 The empanelment of an EMA will be done initially for a period of 12 months. An EMA may apply for extension of empanelment for another period of 12 months and providing proof of continued holding of required eligibility and qualifications criteria specified, events managed during the initial period of 12 months. The performance
of an EMA during this period will be reviewed by Rajasthan Samwad and if found satisfactory it may consider to renew the empanelment of the EMA in respective Class for another period of 12 months.

4. Qualification Criteria

I. The Bidder must be a registered entity in India as a proprietorship/ partnership firm or a private limited or a public limited company under the Indian Companies Act.

II. The Bidder must either be exclusively an event management organization or must have exclusively defined event management division within the organization and should have the office in Rajasthan for at least last 3 years.

III. The Bidder must have been in the field of event management for at least last five years (as on last date of submission of proposal).

IV. The Bidder must have an Average Annual Financial Turn Over of Rs.5 crs. in the last three financial years i.e.2016-17, 2017-18 & 2018-19.

V. The bidder should have managed at least one exclusive event/activity in past three years value for Rs 2 crs Centre Government/ State Governments/ public sector enterprises/private entities:-

VI. The Bidder must not have been debarred by the State Government or Rajasthan Samwad or blacklisted by any other procuring entity.

5. Evaluation Criteria

5.1 The Bidders who are adjudged to possess the required eligibility and Qualifications in evaluation of their Proposals will be requested to give an audio visual presentation of 20 minutes each before a committee constituted by Rajasthan Samwad, showing their organizational strengths, capabilities, experience and quality of past performance. The Bidders who secure minimum 70 out of 100 marks for the presentation will be empanelled.

5.2 The Bid Security/ Deposit of such Bidders will be returned who do not qualify for empanelment. The amounts of Empanelment fee and e-procurement processing fee are non-refundable.

6. Award of Contracts to EMAs

6.1 Whenever a need for hiring the services of an Event & Activity Management Agency (EMA) will arise, detailed scope of work will be prepared by Rajasthan Samwad for the event and financial bids/proposals will be invited from the empanelled EMAs. In case of complex events which require specific qualifications, both technical and financial bids/proposals will be invited from the empanelled EMAs of appropriate Class. The successful empanelled EMA which offers lowest or most advantageous bid/proposal will be selected for award of the contract.

6.2 The Empanelled EMAs who will participate in bidding for procurement of an event management service by Rajasthan Samwad will be required to sign an agreement with Rajasthan Samwad.
Section III
Technical Proposal (Bid)
TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM

(On the letter head of the Bidder)

(Location, Date)

To

Managing Director,
Rajasthan Samwad, Government Secretariat,
Jaipur-302 005

Dear Sir/ Madam,

We, the undersigned, submit our Proposal for Empanelment of Event and Activity Management Agencies in accordance with your NIB/ Request for Proposals dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal in a separate cover.

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the MANAGING DIRECTOR, RAJASTHAN SAMWAD and action may be taken against us under the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013;

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

(c) We declare that we have complied with the and shall continue to comply with the provisions of Code of Integrity contained in the Act, Rules and the BID Document in competing for and in execution of the Contract and that we have no conflict of interest as stated in the BID Document;

(d) We meet the Eligibility and Qualification criteria as required in the BID document;

(e) We are in full agreement with all the terms and conditions of the BID as stated in the BID Document without any reservation, deviation or omission;

(f) Our Proposal is binding upon us and subject to any modifications resulting from the negotiations, if any;

(g) We are not participating, as Bidder in more than one Bid for providing the subject Services in this bidding process;
(h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract have not been debarred by the State Government or the MANAGING DIRECTOR, RAJASTHAN SAMWAD or a regulatory authority under any applicable law;

(i) We agree to permit Government of Rajasthan or the MANAGING DIRECTOR, RAJASTHAN SAMWAD or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;

(j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, if issued, shall constitute a binding contract between us, until a formal Contract is prepared and executed;

(k) We understand that the MANAGING DIRECTOR, RAJASTHAN SAMWAD is not bound to accept any Proposal that it receives and may reject any or all proposals without assigning any reason.

We remain,

Yours sincerely,

Authorized Signature (In full and initials):

Name and Title of Signatory:

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

In the capacity of:

Address:

Contact information (Landline and mobile phone numbers and e-mail):

[Signature]

[Signature]
Form TECH-2

BIDDER'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Bidder's organization and an outline of the experience of the Bidder. For each contract, the outline should indicate the duration of the contract, the contract amount (total and, if it was done in a form of a joint venture or a sub-Bidder, the amount paid to the Bidder), and the Bidder's role/involvement.

A – Bidder's Organization

1. Bidder's Details

Fill in the required details in following Table:-

<table>
<thead>
<tr>
<th>Name of Firm</th>
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<tbody>
<tr>
<td>Name of Contact Person with Designation</td>
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<tr>
<td>Registered Office Address</td>
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<td>Address of the Firm in Jaipur</td>
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<td>Type of Firm Put Tick( &quot; ) mark</td>
<td>Public Limited</td>
<td>Private Limited</td>
<td>Partnership</td>
<td>Proprietary</td>
<td>Others</td>
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<td>Telephone Number(s)</td>
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<td>Email Address</td>
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</table>
2. Provide here a brief description of the background and organization of your company/ firm (Page Nos. .................)

3. Provide dates of registration of the company/ firm/ organization and commencement of business. The Bidder should be in the field of Empanelment of Event and Activity Management Agencies.
   (Enclose self attested copies of certificates of registration/ incorporation of the company/ organization, commencement of business, Memorandum of Association etc.) (Page Nos. .................)

4. Provide figures of financial turnover of the Firm for preceding three financial years (Financial years 2016-17, 2017-18 and 2018-19). The average annual turnover of the Firm should not be less than Rupees 5 crs.

5. The firm should be registered for Goods and Service Tax (GST).
   (Enclose copy of GST registration Certificate issued by competent authority.) (Page Nos. .................)

6. The firm should have Permanent Account Number (PAN) for income tax.
   (Enclose copy of PAN card issued by Income Tax Department.) (Page Nos. .................)

7. Enclose declaration that the Firm is not debarred or black listed by RAJASTHAN SAMWAD or any other procuring entity. (Page Nos. .................)
B - Bidder’s Experience

1. List previous assignments of Empanelment of Event and Activity Management Agencies performed by the Bidder for Government Departments/Undertakings/Organisations or Reputed private entities.

2. List in the following format only those assignments for which the Bidder was legally contracted by the Client as a Bidder. The Bidder should substantiate the claimed experience by attaching copies of relevant work orders/documents.

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

<table>
<thead>
<tr>
<th>Name of the assignment</th>
<th>Client (address and Contact Number)</th>
<th>Time Period (From...... to ......)</th>
<th>Amount of Work Order in Rupees</th>
<th>Copy of Work Order Attached at Page Number</th>
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30
Form TECH-3
TECHNICAL PERSONNEL WORKING ON PAY ROLL OF THE BIDDER

TEAM COMPOSITION

{Please provide here the details of the composition of the Team of Key Personnel proposed to be deputed for the Assignment. The CVs of the Team members be submitted in format given in Part-II of this Form.}

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Title of the position in Team and Number</th>
<th>Name(s) of the Key Person(s)</th>
<th>Qualifications</th>
<th>Experience</th>
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</table>
PART-II: CURRICULUM VITAE OF KEY PERSONNEL

{Please provide CVs of the Key Personnel of the Team in the given Format. Use separate sheets for each member.}

1. Name:
2. Father's/ Husband's name:
3. Date of birth:
4. Telephone/ Mobile Number and e-mail address:
5. Postal Address:
6. Role Assigned for the project:
7. Technical/ Professional Qualifications: (Give details with names of Institution/ University and Year of Completion)
8. Areas of Key Expertise:
9. Professional Experience

Date.................. Signature of Personnel ...........................................

Counter Signature by the Bidder ..............................
FORM TECH-4
Form of Bid Security

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

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

To

Managing Director,
Rajasthan Samwad, Government Secretariat,
Jaipur-302 005

Date: [insert date]

GUARANTEE No.: [insert number]

We have been informed that [insert name of the Bidder] (hereinafter called "the Bidder") has submitted to you its Proposal dated [insert date] (hereinafter called "the Proposal") for Empanelment of Event and Activity Management Agencies Proposals No. [insert BID number] ("the BID").

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

At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures][insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Proposal conditions, without indulging in any correspondence or questions with you, because the Bidder:

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

(b) having been notified of the acceptance of its Proposal by the RAJASTHAN SAMWAD, Jaipur during the period of Proposal validity,
   (i) failed or refused to execute the Contract Form,
   (ii) did not accept the correction of errors in accordance with the ITB, or
   (iii) breached any provision of the Code of Integrity specified in ITB;

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of
the name of the successful Bidder who signed the contract with you and submitted performance security; or (ii) thirty days after the expiration of the validity period of the Bidder’s Proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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

Name __________________________________________

In the capacity of __________________________________________

Signed __________________________________________

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

Date __________________________________________

Bank’s Seal __________________________________________
FORM TECH-5
Declaration by the Bidder in compliance of Section 7 & 11 of the Act

Declaration by the Bidder

In relation to our Proposal submitted to the Managing Director, Rajasthan Samwad, Secretariat, Jaipur-302 005 for Empanelment for Empanelment of Event and Activity Management Agencies in response to their Request for Bid No. ................. Dated ............... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

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

Date: 
Signature of Bidder
Place: Name: 
Designation: 
Address: 

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FORM TECH-6
POWER OF ATTORNEY

(On Stamp paper of appropriate value)

Know all men by these presents, We..................................................(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms................................................. (name and residential address) who is presently employed with us and holding the position of
........................................................ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our BID Empanelment of Event and Activity Management Agencies including signing and submission of all documents and providing information/ responses to RAJASTHAN SAMWAD in all matters in connection with our Application for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the Day ........ of ........................

Accepted

Signature and Name

Signature, Name and designation of the Bidder
FORM TECH-7
Format for seeking clarifications

Name of the Bidder:
Address:
Telephone Nos.:
Fax No:
Mobile No:
Email ID:

<table>
<thead>
<tr>
<th>Section No. - Clause No. - Paragraph/Bullet No. -</th>
<th>Corresponding page no in the BID Document</th>
<th>Particulars of the query / clarification</th>
<th>Remarks of RAJASTHAN SAMWAD</th>
</tr>
</thead>
</table>

Authorized Signatory

Designation

[The queries have to be submitted through e-mail in word document (not a PDF) to RAJASTHAN SAMWAD latest by 10 Days before the last date of receipt of bids. The bidder should send the queries through official e-mail IDs only.]
Section IV
General Conditions of Contract
### Section IV: General Conditions of Contract:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Interpretation and communication</td>
<td></td>
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</tr>
<tr>
<td>1.1</td>
<td>Relationship Between the Parties</td>
<td>1.1.1</td>
<td>Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</td>
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<tr>
<td></td>
<td>Code of Integrity</td>
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<tr>
<td>2.1</td>
<td>Measures to be Taken On Breach Of Code of Integrity</td>
<td>2.1.1</td>
<td>Breach of Code of Integrity by the Service Provider or their personnel:- Without prejudice to the provisions of Chapter IV of the Act, in case of any breach of the Code of Integrity by the Service Provider or their personnel, the MANAGING DIRECTOR, RAJATHAN SAMWAD may take appropriate action.</td>
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<tr>
<td></td>
<td>Commencement, Completion, Modification and Termination of Contract</td>
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</tr>
<tr>
<td>3.1</td>
<td>Effectiveness of Contract</td>
<td>3.1.1</td>
<td>This Contract Agreement shall come into force and effect on the date (the “Effective Date”) on which the Client issues to the Service Provider the Letter of Acceptance of his Proposal.</td>
</tr>
<tr>
<td>3.2</td>
<td>Time Period of Agreement</td>
<td>3.2.1</td>
<td>The Agreement will remain in force or valid for the period of assignment i.e. One year which can further be extended by one more year with the consent of Rajasthan Samwad &amp; Empanelled Agencies/Firms.</td>
</tr>
<tr>
<td>3.3</td>
<td>Entire Agreement</td>
<td>3.3.1</td>
<td>This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.</td>
</tr>
</tbody>
</table>
3.4 Modifications or Variations  

3.4.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

4. Termination

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>By the Client</td>
<td>4.1.1</td>
<td>The MANAGING DIRECTOR, RAJATHAN SAMWAD may terminate this Contract in case of the occurrence of any of the events specified in paragraphs mentioned below. In such an occurrence the Client shall give a not less than fifteen (15) days’ written notice of termination to the Service Provider:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(a) If the Service Provider fails to remedy a failure in the performance of its obligations under a particular work order as specified in the notice of termination.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(b) If the quality of the work performed is not as per the standards and is not acceptable.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(c) If the Service Provider becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(d) If the Service Provider fails to comply with any final decision reached as a result of Dispute Resolution Mechanism or arbitration proceedings.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(e) If the MANAGING DIRECTOR, RAJATHAN SAMWAD, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(f) If the Service Provider, in the judgment of the MANAGING DIRECTOR, RAJATHAN SAMWAD, has breached any provision of the Code of Integrity as given in GCC Clause 3 or engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this</td>
</tr>
<tr>
<td>4.2</td>
<td>Disputes about Events of Termination</td>
<td>4.2.1</td>
<td>If either Party disputes whether an event has occurred, such Party may, within thirty (30) Days after receipt of notice of termination from the other Party, may take recourse to Dispute Resolution Mechanism, and in that case this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting award in accordance with the Dispute Resolution Mechanism or arbitration.</td>
</tr>
</tbody>
</table>
4.3 Extension in Period of deliverables and Liquidated Damages

4.3.1 If the Service Provider considers at any time during the performance of the Contract that he is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of any reasons, it may request in writing immediately or the occurrence of cause of hindrance to the Procuring Entity to extend the period of provide and managing the event pertaining to a particular work order. The Procuring Entity, after considering the reasons and justifications, may extend the period with or without liquidated damages. The Procuring Entity, except in case of reasons beyond the control of the Service Provider shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages on the basis of following percentages of value of Service which the Service Provider has failed to provide or complete:

<table>
<thead>
<tr>
<th>No.</th>
<th>Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Delay up to one fourth period of the specified period of delivery/completion of Services.</td>
</tr>
<tr>
<td>b.</td>
<td>Delay exceeding one fourth but not exceeding half of the specified period of delivery/completion of Services.</td>
</tr>
<tr>
<td>c.</td>
<td>Delay exceeding half but not exceeding three fourth of the specified period of delivery/completion of Services.</td>
</tr>
<tr>
<td>d.</td>
<td>Delay exceeding three fourth of the specified period of delivery/completion of Services.</td>
</tr>
</tbody>
</table>
5. Settlement of Disputes

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

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

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

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Contract or a particular work order under it.

Any judicial proceedings if need to be instituted by either party, shall be instituted only in courts situated in Jaipur.
SECTION V
CONTRACT FORMS
Section V : Contract Forms

6.1 Contract Agreement

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

Empanelment of Event and Activity Management Agencies

Between

Managing Director,
Rajasthan Samwad,
Secretariat, Jaipur-302 005

and

[Name of the Bidder]

Dated:
CONTRACT AGREEMENT

An agreement made this ............. day of ........... between ............. (hereinafter called "the Service Provider", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators) of the one part and the Government of the State of Rajasthan through the Director, Department of Information and Public Relations (hereinafter called "the RAJASTHAN SAMWAD" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS:

(a) The RAJASTHAN SAMWAD has requested the Service Provider to provide the services for Empanelment of Event and Activity Management Agencies at various places in Rajasthan on Empanelment Basis (hereinafter called "the Services").
(b) The Service Provider, having presented to the RAJASTHAN SAMWAD that it has the qualified professional skills, expertise and technical resources, has agreed to provide the Services on terms and conditions set forth in this Empanelment as and when required as per the requirement contained in a particular work order;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Empanelment:
   1. NIT
   2. Terms and Conditions of the Contract
   3. Office orders/list of Empanelment.

The work orders which will be issued by the RAJASTHAN SAMWAD from time to time during the period of the Empanelment shall also become part of this Agreement.

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The particular work order; The Statement of Outcomes of Negotiations; The Financial Proposal (Bid) submitted by the Service Provider; The Special Conditions of Contract; The General Conditions of Contract; The
Specifications; Instructions to Bidders/ Service Providers and The Notice Inviting Bids.

2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:

(a) the Service Provider shall carry out the Services in accordance with the provisions of the particular work order and the Empanelment; and

(b) the RAJASTHAN SAMWAD shall make payments to the Service Provider at the rates finally agreed in the negotiations, if any, excluding Goods and Service Tax which shall be paid extra, in accordance with the terms and conditions of the Empanelment.

(c) The period of the Empanelment shall be One Year from the date of this Agreement which may be extended by One more year on same terms and conditions.

IN WITNESS HEREOF, the Parties hereto have caused this Empanelment to be signed in their respective names as of the day and year first written above.

Witness 1 FOR AND ON BEHALF OF .........................
(The Service Provider)

Witness 2 (Name)
(Designation)
(Address)

Witness 1 FOR AND ON BEHALF OF THE GOVERNOR OF RAJASTHAN .....................
(The RAJASTHAN SAMWAD)

Witness 2 (Name)
(Designation)
(Address)
6.2 Format of Bank Guarantee for Performance Security

(To be issued by a Scheduled Bank in India and properly stamped) Bank’s
Name and Address of Issuing Branch

Beneficiary:
The Managing Director,
Rajasthan Samwad,
Department of Information and Public Relations Campus,
Government of Rajasthan,
Secretariat, Jaipur-302 005

THIS DEED OF GUARANTEE executed on this the _________ day of

(Name of the Bank) having its Head/ Registered office at

____________________________ hereinafter referred to as “the Guarantor” which
expression shall unless it be repugnant to the subject or context thereof include
successors, administrators and assigns;

In favour of, The Director, Department of Information and Public Relations,
Government of Rajasthan having its office at Government Secretariat, Jaipur-302
005, hereinafter referred to as “RAJASTHAN SAMWAD”, which expression shall,
unless repugnant to the context or meaning thereof include its successors in office
and assigns.

WHEREAS,
A. By the Agreement being entered into between RAJASTHAN SAMWAD
and________________________, a company/ firm incorporated under the provisions
of the Companies Act, 1956/ any other law, having its registered office/ permanent
address at __________________ hereinafter called the “Service Provider”. The
Service Provider has been selected to provide the Work of Empanelment of Event
Management Agencies at various places in Rajasthan on Empanelment Basis.

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

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance
by the Service Provider of all its obligations relating to the Assignment during the
Agreement Period or extension thereof.

2. The Guarantor shall, without demur, pay to RAJASTHAN SAMWAD sums not
exceeding in aggregate Rs. ________/-(Rupees _________ Only), within five (5)
calendar days of receipt of a written demand therefore from RAJASTHAN SAMWAD
stating that the Service Provider has failed to meet its performance obligations under the Agreement.

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

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

4. This Guarantee shall be irrevocable and shall remain in full force and effect until 60 days after fulfillmet of all the obligations of the Service Provider under the Agreement, unless discharged/ released earlier by RAJASTHAN SAMWAD in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be to a sum of Rs. ________/-(Rupees ______ only).

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

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

IN WITNESS WHEREOF OF THE GUARANTOR HAS SET ITS HANDS HERE UNTO ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE WRITTEN.

SIGNED AND DELIVERED by

by the hand of Shri ___________________________ Bank and Branch
its ___________________________ and authorized official.

(Signature of the Authorized Signatory)
(Official Seal)