

राजस्थान-सरकार

निदेशालय चिकित्सा, स्वास्थ्य एवं परिवार कल्याण (आई.ई.सी.) सेवायें, राजस्थान जयपुर

(स्वास्थ्य भवन, तिलक मार्ग, सी-स्कीम, जयपुर-302005 फोन नं. 0141-2222018, 2221463)

क्रमांक :- आई.ई.सी./लेखा/ संविदा/2016-17/ 1015

दिनांक :- 28/10/2016

निदेशक,  
सूचना एवं जनसम्पर्क निदेशालय,  
राजस्थान जयपुर।

विषय :- बिड आमन्त्रण सूचना प्रकाशित करने के बाबत।

महोदय,

उपरोक्त विषयान्तर्गत पत्र के साथ संलग्न बिड आमन्त्रण सूचना को 50,000 से अधिक प्रतियों का परिचालन रखने वाले एक प्रमुख राज्य स्तरीय दैनिक समाचार पत्र एवं एक अखिल भारतीय स्तर के दैनिक समाचार पत्र, भारतीय ट्रेड जनरल में दिनांक ..... तक आवश्यक रूप से प्रकाशित करवाने का श्रम करावे तथा इसे आपके विभाग की वेबसाईट पर भी प्रसारित कराने की व्यवस्था करावें।

संलग्न :- बिड आमन्त्रण सूचना पत्र तीन प्रतियों में

भवदीय,

निदेशक (आई.ई.सी.)

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दिनांक :- 28/10/2016

प्रतिलिपि :-

1. प्रभारी, सर्वर रूम को भेजकर लेख है कि निविदा सूचना को विभागीय वेबसाईट व <sup>SPM</sup> च्च पोर्टल पर आज ही जारी करावें।
2. अतिरिक्त निदेशक, आई.ई.सी.।
3. स्टोर प्रभारी, कार्यालय हाजा।
4. कौशियर कार्यालय हाजा।
5. केयर टेकर को भेजकर लेख है कि इसे निदेशालय/कार्यालय के नोटिस बोर्ड पर भी चस्पा करावें।

निदेशक (आई.ई.सी.)

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सेवायें, राजस्थान जयपुर

**Govt. of Rajasthan**  
**Department of Medical, Health and Family Welfare (IEC) Rajasthan, Jaipur**  
**Swasthya Bhawan, Tilak Marg, C- Scheme, Jaipur**

No. F.

Dated:

**Bid No. 10/2016-17**

**Bid Document for engaging Professional Agency on Retainership Basis for Social Media Management and Interaction**

Sealed (technical) bids are invited from interested and eligible bidders for the following works for the period of 1 years (2016 - 17)

Sr. No	Name of Work	Fixed Cost of Annual Work	Bid Document Fee	Bid Security (E.M.D.)	Pre Bid Meeting date	Time and Last date upload of Bid Document	Date of Opening Bid
1	Bid Document for engaging Professional Agency on Retainership Basis for Social Media Management and Interaction	15.00 lacs	Rs. 400/-	0.30 Lacs	11.30 AM on dated 15.11.2016	Upto 1.00 pm on 21/12/2016	3.00 pm on 21 Dec 2016

Other details can be seen and can also be downloaded from the website <http://www.rajswasthya.nic.in/> or <http://sppp.rajasthan.gov.in/>

  
 Director

**Directorate Medical, Health & F.W. (I.E.C.)**  
**Rajasthan Jaipur**

# Technical Bid

## **BACKGROUND**

Department of Medical Health and Family Welfare, Govt. of Rajasthan intends to use social media to promote its schemes and programs in the state to improve awareness and take suggestions for betterment of medical facilities and address grievances of people. This will primarily be done through Facebook, Twitter and YouTube. To achieve the desired impact through our messages, it has to be ensured that all our social media communications have the appropriate content and design input. For this purpose, Department requires to engage the services of eligible professional agency for providing complete solution for Social Media Management.

The selected bidder would work on Retainership basis and would be a team member, providing us with complete solution on social media with appropriate design and communication ideas. The agency will have to undertake specific tasks and assignments on mutually agreed terms & conditions.

The Scope of Work would be related to Social Media content creation, management and promotion as well as identification and interaction of followers on Facebook/Twitter / Youtube

The steps of selection are as follows:

- Bidders will be invited to a Pre Bid meeting to clarify any doubts on the technical requirements. Bidders will be required to make a presentation of their capabilities and how they plan to operate and manage this page.
- Presentation will be part of technical bid and form the primary basis of selection.
- Contract would be signed with the selected bidder to work on Retainership basis.

*Handwritten signature/initials*

## SCOPE OF THE WORK

Social Media Content Creation, Management & Promotion - Applies to all channels/platform listed below including creation of official page (if doesn't exist) and/or working on existing page and monthly reports of activities and results.

### A. Facebook Page Management

- 20 image based posts per month (design)
- 25 event image based posts from press notes
- 2 cover images / month based on the theme of the month decided by the department
- Advertising management through Facebook Ad Manager dashboard
- Quiz posts (which will be included in Image posts of the month)

### B. Twitter Handle management

- Placing good header image and profile Pic
- 50 tweets every month
- Using useful hash tags in posts
- Creating official hash tags

### C. YouTube Channel Management

- Placing a good header image
- Coordination to collect official videos and uploading them on the channel
- Promotion of Channel on Facebook and Twitter

### D. Instagram

- 25 image based posts per month – either picture collage or single image. These will be taken from the creative made for Facebook.
- Advertising management through Facebook Ad Manager dashboard (same as Instagram)

### E. Google Plus

- 25 image based posts per month – either picture collage or single image. These will be taken from the creative made for Facebook.

### F. Interaction

- Deletion of all messages / comments on facebook not related to the ministry
- Compilation of Messages and Comments from Facebook
- Timely reply to the followers of the page on their issues / grievances of the page decided in consultation with the Ministry officials
- Instant alert system on any emergency message given on the page between 9 am and 7 pm (Monday to Friday)

G. Analytics

- Identification and Profiling of top 5 percent followers.
- Identification of the post popular / unpopular posts which will act as guide to IEC for betterment of their awareness activities.
- Identification of districts of Rajasthan where department and its doctors / officers are facing more criticism due to fault of any of the involved parties.

Note:

1. Any other work on mutually agreed terms.
2. Creation of video content is not included in above scope of work.

G. Analytics

- Identification and Profiling of top 5 percent followers.
- Identification of the post popular / unpopular posts which will act as guide to IEC for betterment of their awareness activities.

In order to qualify for the bidding process, the bidder must meet the following criteria:

- Identification of districts of Rajasthan where department and its doctors / officers are facing more criticism due to fault of any of the involved parties.
1. Bidder must be a registered as a company/firm at least 5+ years ago (before April 2011)  
• Bidder to submit Copy of valid Registration Certificates or Copy of Certificate of incorporation or Service Tax Registration certificate registered before April 2011
  - Bidder must have experience at least minimum 3 years in this sector.
- MINIMUM QUALIFICATIONS**
2. Full Servicing / Management Team
    - Bidder to submit a self attested declaration stating the size of team based and their designations (which is as per the minimum required team size as listed in the next point)
    - Bidder to organization chart handling this project as part of presentation if selected for technical bid. A brief outlay of the minimum team could be as follows (Enclose the suitable staff information):
      - o 2 graphic designers (degree or diploma-holders in commercial-art) with knowledge of design software
      - o 2 copy/content writers
      - o 2 Social Media Communication Experts
      - o 1 Client Servicing/Account Management Executives

3. In order to showcase experience in copywriting, designing and development a social media platform, bidders are to submit samples of demo work for the department on any of the following:

- Bhamashah Swasthya Bima Yojana
- Mukhyamantri Nihshulk Dawa Yojana
- Pulse Polio Abhiyaan
- Janani Suraksha Yojana

3. In order to showcase experience in copywriting, designing and development a social media platform, bidders are to submit samples of demo work for the department on any of the following:

- 104-108 Emergency Ambulance Service

Demo Work must include one image each on the above topics either in 1200\*1200 pixels size format or 960\*548 pixels size format. It must also include text that can accompany the image within 100 words highlighting either a current development under the yojana or progress of the scheme under the tenure of the present govt.

Note:

1. (Demo Work to be submitted in the Format given on the next page)
2. Thought Process involved behind the image to be explained during the presentation
3. Color Print Outs in 3 copies to be submitted for each of the images and the accompanying text.



**FORMAT FOR DEMO CREATIVES**

**Name of Scheme:** \_\_\_\_\_

**Concept:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR DESIGN / CREATIVE SERVICES**

<p>Name of Scheme</p>
<p>Concept</p>
<p><b>DESIGN / CREATIVE</b></p>
<p><b>DESIGN / CREATIVE</b></p>

*Handwritten signature*

**Signature of the Bidder with stamp**

NOTIFICATION OF THE GOVT. OF RAJASTHAN

**Govt. of Rajasthan**  
**Department of Medical, Health and Family Welfare**  
**Swasthya Bhawan, Tilak Marg, C- Scheme, Jaipur**

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**Form No. A – Technical Bid**

**Name of Work – Engagement of Professional Agency on Retainership Basis for Social Media Management and Interaction**

The Director (IEC),  
Department of Medical, Health and Family Welfare  
Govt. of Rajasthan

Govt. of Rajasthan  
Department of Medical, Health and Family Welfare  
Swasthya Bhawan, Tilak Marg, C- Scheme, Jaipur

We, the undersigned, declare that:

1. We have examined the Bidding Document.
2. If our Bid is accepted, we commit to deposit the Performance Security.
3. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the state government or the procuring entity.
4. We understand that this bid together with your written acceptance shall constitute a binding contract between us, until a formal contract is prepared and executed.
5. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
6. We agree to permit the procuring entity or its representative to inspect our accounts and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
7. We declare that we have complied with and shall continue to comply with the provisions of the code of integrity for bidders as specified in the Rajasthan transparency in public procurement act, 2012 the Rajasthan transparency in public procurement rules, 2013 and this bidding document in this procurement process and in execution of the contract.
8. We have enclosed the list of working staff.
9. We have submitted experience details with documents.

  
**Signature of the Bidder with stamp**

## Technical Detail Bid Form – Part II

- Bid for: *Engagement of Professional Agency on Retainership Basis for Social Media Management and Interaction.*
- Name of the bidders:
- Postal address of the bidders:
  - Address of Head Office
  - Address of Jaipur Office
- The D.D. for bid document fee amounting to Rs.400/- in favour of Director (IEC) and D.D.of Rs. 1000/- for processing fees in favour of M.D. RISL has been uploaded on e-porc. up to 12.00 Noon on dated 2.12.2016 drawn on (bank) \_\_\_\_\_.
- Number of years the bidders has been in the business:
- Service Tax Registration Number
- Nature of Ownership, in case of an organization:  
(Details of JV with foreign company if any)
- Bid security Deposit: DD/Bankers Cheque No. \_\_\_\_\_ Date \_\_\_\_\_  
Drawn on \_\_\_\_\_
- Details of Office/Studio Infrastructure
  - Total PCs (excluding PCs used for admin, accounts, etc.): \_\_\_\_\_
  - Colour Printers / Scanners (make): \_\_\_\_\_
  - Other Hardware/Equipment/Resources: \_\_\_\_\_
- \_\_\_\_\_

Signature of the Bidder with stamp

Signature of the Bidder with stamp

**FINANCIAL BID**

**FINANCIAL BID**

## BOQ FORM

S.No	Item	Quantity / Duration	Cost Per month (including all expenses and taxes)
1	Engaging Professional Agency on Retainership Basis for Social Media Management and Interaction	01 Years	

**PS:- Bidder to Quote Amount payable per month**

**Signature of the Bidder with stamp**

S.No	Item	Quantity / Duration	Cost Per month (including all expenses and taxes)

*Handwritten mark*

**PS:- Bidder to Quote Amount payable per month**

**Signature of the Bidder with stamp**

## TERMS & CONDITIONS

### Terms and Conditions relating to submission of Bid:

- 1) Bid document shall be filled in ink or typed. No bid filled in pencil shall be considered. Corrections if any should be made clearly. The bidders shall sign the bid document at each page and at the end in token of acceptance of all the terms & conditions of the bid.
- 2) Bids complete in all respects should be uploaded on e-Proc. and by 01.00 pm on 2016 in and hardcopy of D.D. must be submitted in office in envelope with 'Technical Bid – Bid for engaging Professional Agency on Retainership Basis for Social Media Management and Interaction'
- 3) Bid security: The bid shall be accompanied by a bid security deposit of Rs.0.30 lacs without which the bid shall not be considered. This shall be in the form of DD of Rs. 0.30 lacs in favor of Director (IEC) Department of Medical Health and Family Welfare, payable at Jaipur.
- 4) The bidder must either be exclusively an organization doing such assignments or a bidder having exclusively defined division within the company which handles such assignments.
- 5) Conditional bid will not be considered.
- 6) The technical bid offer will be submitted in a sealed envelope. Technical bid envelope containing the technical (creative), quality and performance as per details in technical bid document will be submitted.
- 7) Technical bids will be opened and evaluated first and only those bidder which have technically qualified shall be called for presentation. The committee may call explanatory documents and visit to the store/office of the bidder if required. It will be considered as technical part of the bidding process.
- 8) TDS would be deducted by Department of Medical Health and Family Welfare on all the payments as per rules. The agency is bound to provide PAN number to the Department of Medical Health and Family Welfare. The agency is entitled to seek details of such deductions made.
- 9) For any other job, not mentioned in the scope of work, the Retainership firm will be required to submit the quotation for the given scope of work and work would be awarded to the lowest bidder. This may typically be posts on various media that exceed the pre decided number during events/ programs like Yoga Day etc.

- 10) If any Controversial language or matter incorporated in the publicity, the firm should be liable for all responsibility and legal action on the firm may be taken.
- 11) If the nature of assignment requires to travel out of Jaipur, cost of travel and accommodation during travel will be borne by Department of Medical Health and Family Welfare according the Department of Medical, Health and Family Welfare If any controversial information uploaded on the media is to liable to panalise to firm.
- 12) Department of Medical Health and Family Welfare reserve the right to reject any offer without assigning a reason.
- 13) Canvassing in any form would result in rejection of the bidder.
- 14) Delay by Bidder in submission of additional information or clarifications sought by Department of Medical Health and Family Welfare may cause the bid to be liable for rejection
- 15) If in response to this bid, the bidder makes any claim, which does not reflect the truth or material representation of facts, the bid will be liable for rejection
- 16) The bidder shall be deemed to have carefully examined the conditions, specifications, etc. If he has any doubts as to the meaning of any portion of the conditions or of the specification, etc, he shall before signing the bid document, refer the same to the officer and get clarifications.
- 17) REFUND OF BID E.M.D.: The bid EMD amount DD of unsuccessful bidder shall be refunded soon after the final acceptance of bid.
- 18) FORFEITURE OF BID SECURITY: Successful bidder shall be deposits 5% security deposit amount. The Bid security will be forfeited in the following cases:
  - When the bidder withdraws or modifies the offer after opening of bid but before acceptance of bid.
  - When the approved bidder does not deposit the security money within the stipulated period
- 19) PENALTY CLAUSE: For any delay in delivery of goods and services the provisions of GF & AR would apply wherever applicable.
- 20) VALIDITY: Rates shall be valid for a period of three months from the date of opening of financial bid.
- 21) INSPECTION:



- Duly authorized representative of Department of Medical Health and Family Welfare shall at all reasonable time have access to the suppliers premise and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machinery.
- The bidder shall furnish complete address of the premises of his office/workshop/studio where inspection can be made.

22) INTELLECTUAL PROPERTY: During period of engagement, if agency provides concepts, images and graphics for above mentioned works (wherever required). The concept, images and graphics used will be for one time use and will not become Departments property for use in print/display advertising or for any other purpose beyond that listed in scope of work.

23) PERIOD OF RETAINERSHIP: The contract shall be valid for 02 years at rates approved by the department. Any additional work maybe paid on pro rata basis. Period of rate contract may be extended for six months by mutual agreement. Payments will be made in equal installments by the Department of Medical Health and Family Welfare from the beginning of Retainership period.

24) REPRESENTATION & WARRANTIES:

The Agency hereby represents and warrants to the client that

- By entering into this agreement, it does not violate any obligations, under any other contracts entered into by it.
- No suit has been instituted against him for insolvency or bankruptcy, or for winding up proceedings.
- He is competent to enter into this agreement.
- He shall not assign or transfer his rights/obligations under this agreement.

25) CONFIDENTIALITY : The rate contract undertakes that it shall keep strictly secret and confidential and shall not disclose, divulge or reveal during the continuance of this agreement or at any time thereafter the confidential information disclosed, communicated or given by the client relating to the products, whether disclosed or communicated to the Agency under this agreement or gained or otherwise acquired by the Agency under or by virtue of or as a result of the implementation or performance of its obligation under this agreement.



**26) INDEMNITY:**

- The contractor shall indemnify and keep indemnified Department of Medical Health and Family Welfare against any loss or costs, charges and expenses to be incurred or suffered by the Department of Medical Health and Family Welfare by reason of or as a result of the Agency doing any act contrary to the provisions of this agreement.
- Department of Medical Health and Family Welfare shall be liable for and shall indemnify the empanelled agency against any liability, loss, claim or proceedings arising under any statute or common law as a result of the design/production/publication of material approved of and authorized by Department of Medical Health and Family Welfare to be created by the empanelled agency.

**27) TERMINATION OF CONTRACT:** Either party may terminate the agreement by giving three months notice in writing. During the notice period the empanelled agency would be bound by the contract and would discharge responsibilities in letter and spirit of the contract.

**28) HANDOVER OF ONLINE PROPERTY:** On termination of Contract, the firm will hand over the page, its official credentials and all supporting creative and documents related to the page. These will be handed over to officials of the Department of Medical and Health or IEC.

**29) ARBITRATION:** Any and all claims, disputes, controversies or differences arising between the parties out of or in relation to or in connection with this agreement or with a breach thereof, which cannot be satisfactorily settled by correspondence or mutual conference between the parties hereto, shall be determined by arbitration. The Principal Secretary, Department of Medical Health and Family Welfare will appoint his senior-most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. The venue of such arbitration shall be Jaipur and the language of arbitration shall be in English/Hindi

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

*Handwritten signature/initials*

- 31) **NON-EXCLUSIVE:** This agreement does not establish the Agency as the exclusive Agency of the Department during the term of this agreement or otherwise.
- 32) **NOTICE:** Any notice given under the agreement signed shall be sent by letter or email to the usual address or last known place of business and shall be deemed to have been received by the addressee in ordinary course of post, if by letter or instantly in case of fax/ email
- 33) **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement with respect to the subject matter hereof, and may only be modified or amended in a written document signed by both parties. However, for issues & points not covered under this agreement, General Financial & Accounts rules (GF&AR) of Government of Rajasthan & RTPP Act & Rule apply.
- 34) **WAIVER:** No waiver or breach of any provision of this agreement shall constitute a waiver of any other provision, and no waiver shall be effective unless made in writing and signed by an authorized representative of the party against whom such waiver is to be enforced. In the event that any provision of this agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the agreement shall continue in full force and effect.
- 35) **MODIFICATION:**
- The expenses of completing and stamping this agreement shall be paid by the agency and Department of Medical, Health and Family Welfare shall be furnished free of charge with the original stamped agreement.
  - Any modifications of this agreement shall be made in writing by mutual consent of the parties.



**Signature of the Bidder with stamp**

Annexure – A

**Compliance with the Code of Integrity and No Conflict of Interest**

Any person participating in a procurement process shall -

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

**Conflict of interest:**

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

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

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

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

*Asad*

**Declaration by the Bidder regarding Qualifications**

*Declaration by the Bidder*

In relation to my/our Bid submitted to ..... for procurement of in response to their Notice Inviting Bids No ..... Dated .....

I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date:

Signature of bidder Name

Place:

Designation:

Address:



**Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is  
Mission Director, NHM, Jaipur, Rajasthan.

The designation and address of the Second Appellate Authority is  
Principal Health Secretary, Medical, Health & Family Welfare, Jaipur, Rajasthan.

**1. Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to Principal Secretary, Department of Medical, Health and Family Welfare within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

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

3. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.

4. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

## 5. Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- a) Determination of need of procurement;
- b) Provisions limiting participation of Bidders in the Bid process;
- c) The decision of whether or not to enter into negotiations;
- d) Cancellation of a procurement process;
- e) Applicability of the provisions of confidentiality.

## 6. Form of Appeal

- a. An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

## 7. 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 nonrefundable.
- 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.

## 8. 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,-

*Handwritten signature*

(i) hear all the parties to appeal present before him; and

(ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.

c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

*Handwritten signature*



FORM No. I

[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



**Additional conditions of Contract**

**1. Procuring Entity's Right to Vary Quantities**

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions or the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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



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 office/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 propose to be represented by a representative the name and postal address of the representative;

5- Number of affidavits and documents enclosed with the appeal;

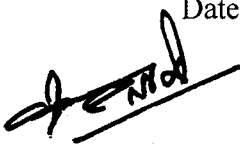
6- Grounds ..... of ..... appeal:

(Supported by an affidavit)

7- Prayer: .....

Place: .....

Date: .....



**Appellant's Signature**

## Annexure : E

### Declarations and Undertakings

(On Non Judicial Stamp Paper worth Rs. 50/-)

1. We ..... (Name of firm) do hereby undertake that we have installed manufacturing /producing capacity/selling/distribution capacity of Said items in the bid as detailed in Document.
2. We do hereby undertake that our company/firm has not been Debar/Defaulter by any Govt. (Government of India/State Govt. & undertakings etc.) & their subordinate Departments for participation/submission of bids (as per RTPP Act section 11(2)(c)). We do hereby undertake that our company/firm has been Debar/Defaulter by ..... (Name of Govt./Dept.) & required information as below :-
  - (i) Cause of Debarring/Defaulter.
  - (ii) For which item .....
  - (iii) Period of Debarring/Defaulter.
  - (iv) Latest Status of Debarring/Defaulter.
3. If this declaration is found to be incorrect, then without prejudice to any other action that may be taken against us, the bid if and to the extent accepted may be cancelled and the amount of Bid Security/Security Money may be forfeited (as per RTPP Act section 11(3)).

Place :

Signature of Authorized Signatory

Date:

Name and Signature of Bidder

Designation with seal

Witness by

Signature :-

Name :-

Address :-

Mobile No :-

