

## Government of Bihar



# Request for Proposal (RFP) For Selection of an Agency As Public Relations & Social Media Partner For IT Investment Promotion in Bihar For Department of Information Technology, Government of Bihar

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Issued By:



**Bihar State Electronics Development Corporation Limited**

(A Government of Bihar Undertaking)

BELTRON BHAWAN, SHASTRI NAGAR, PATNA, BIHAR

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## ABBREVIATIONS & DEFINITIONS

<b>Applicable Law</b>	The laws and any other instruments having force of law in India as they may be issued and in force from time to time
<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>BSEDC / BELTRON</b>	Bihar State Electronics Development Corporation Limited
<b>Bid / eBid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format.
<b>Bid Security</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
<b>Bidder / Agency / Firm / Supplier</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity.
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid.
<b>CA</b>	Chartered Accountant
<b>Committee</b>	Committee constituted by BSEDC for evaluation of Technical Proposals
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement MD, BSEDC in this document.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement.
<b>Contract Price</b>	Price payable to the firm/company on the panel of BSEDC under the Contract for the complete and proper performance of its contractual obligations
<b>Day</b>	A calendar day as per GoB/ Gol.
<b>DIT / DIT, Bihar</b>	Office of the Department of Information Technology, Government of Bihar

<b>Effective date</b>	The date on which the contract comes into force and effect
<b>ESDM</b>	Electronics System Development and Maintenance
<b>EMD</b>	Earnest Money Deposit
<b>GCC</b>	General Conditions of Contract
<b>GoB</b>	Government of Bihar
<b>Gol</b>	Government of India
<b>ICT</b>	Information and Communications Technology
<b>INR</b>	Indian Rupee
<b>ISO</b>	International Organisation for Standardization
<b>IT</b>	Information Technology
<b>Lol</b>	Letter of Intent
<b>MeitY</b>	Ministry of Electronics & Information Technology, Gol.
<b>O&amp;M</b>	Operation & Maintenance
<b>Personnel</b>	Professional and Support staff provided by the firm/ company and assigned to perform service to execute an assignment and any part thereof.
<b>Proposals</b>	Proposals submitted by bidders in response to the RFP issued by BSEDC for selection of firm/company
<b>PR</b>	Public Relation
<b>RFP</b>	Request for Proposal
<b>Services</b>	Work to be performed by the firm/ company pursuant to the selection by BSEDC and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by DIT, Bihar
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Auditor
<b>WO/ PO</b>	Work Order/ Purchase Order
<b>Working Days</b>	Working days is defined as working days as per Government of Bihar and working hours are defined as 09:30 hours till 18:00 hours IST

# 1. Invitation for Proposal

## 1.1 RFP Notice

- a) Bihar State Electronics Development Corporation Ltd. (BSEDC) is the nodal agency of the state govt. of Bihar, working towards promotion & implementation of IT and e-Governance initiative. BSEDC is also nominated as the state purchase organization for supply of software and hardware to the state government. BSEDC is committed to generate IT business for the public/private sector with a mandate from the state government to promote & develop IT eco-system in the state. This includes opportunities for software development, supply of hardware & peripherals, networking and connectivity, web applications, e-commerce, IT training and an entire gamut of direct and indirect IT businesses.
- b) The requirement under this RFP is to select an agency as Public Relations (PR) and Social Media partner for Investment Promotion activities of DIT Bihar. BSEDC is the nodal agency under the administrative control of Dept. of Information Technology, Govt. of Bihar.
- c) Any contract that may result from this public procurement competition will be issued for a term of **Two (02) Years ("the Term")**.
- d) BSEDC reserves the right to extend the Term for further period of maximum of **One (01) Year** on the same terms and conditions, if required. During the extension(s), fee may be revised based upon mutual agreement between the parties but not exceeding maximum of 10% of the current bid amount for the selected agency.
- e) The RFP include the followings:
- Section 1 - Invitation for Proposals
  - Section 2 – Instruction to Bidders
  - Section 3 - Eligibility Criteria
  - Section 4 - Scope of Work
  - Section 5 –Technical Bid (manpower specification)
  - Section 6 - Bidding Process
  - Section 7 – General Terms and Conditions
  - Section 8 – Exit management
  - Section 9 – Annexure: Technical Proposal & Financial Proposal
- f) Interested firms / companies may download the RFP document from the website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).

- g) Bihar State Electronics Development Corporation Limited (BSEDC), reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.

### 1.2 Data Sheet

S. No	Information	Details
1.	Bid Processing Fee (Non Refundable)	INR 5,900/- (inclusive of GST) to be paid through e-payment mode (NEFT/RTGS, Net Banking, Credit/Debit card) only
2.	Tender Fee/Cost of RFP document (Non Refundable)	INR 10,000/- to be paid through e-payment mode (NEFT/RTGS, Net Banking, Credit/Debit card) only
3.	Earnest Money Deposit (EMD)	INR 5,00,000/- to be paid either through online mode or manual mode (BG, DD etc.). In case of manual mode selected for the payment of EMD, original hardcopy of the EMD which may be a DD or BG should be submitted in the tendering authority office within the next working day after tender closing date.
4.	Sale of RFP document	From <b>17/12/2019 to 09/01/2020 till 1300 hrs.</b> through our website <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>
5.	Last date and time for submission of pre-bid queries	<b>"26/12/2019" up to 1500 hrs.</b>
6.	Last date and time for submission of BG/DDs of EMD physically at BSEDC	<b>"10/01/2020" up to 1500 hrs.</b>
7.	Last date and time for submission of proposals (Technical and commercial/Financial) (Online)	<b>"09/01/2020" up to 1500 hrs.</b>
8.	Opening of Technical Bids	<b>"10/01/2020" at 1600 hrs</b> Bihar State Electronics Development Corporation Limited (BSEDC), Shastri Nagar, Beltron Bhawan Patna - 800023 Tel: 612-2281242, Fax: 612-2281857
9.	Place, Time and Date of pre-bid meeting.	<b>"26/12/2019" at 1500 hrs</b> Bihar State Electronics Development Corporation Limited (BSEDC), Shastri Nagar, Beltron Bhawan, Patna - 800023. Tel: 612-2281242, Fax: 612-2281857

S. No	Information	Details
10.	Contact Person for queries	Managing Director Bihar State Electronics Development Corporation Limited (BSEDC), Shastri Nagar, Beltron Bhawan, Patna - 800023. Tel: 612-2281242, Fax: 612-2281857
11.	Address at which proposal in response to RFP notice is to be submitted:	Managing Director Bihar State Electronics Development Corporation Limited (BSEDC), Shastri Nagar, Beltron Bhawan, Patna - 800023. Tel: 612-2281242, Fax: 612-2281857
12.	Bid validity	180 days, From date of financial bid opening
13.	Bid Selection Method	Quality cum Cost Based System (QCBS)

## 2. Project Profile & Background Information

### 2.1 Introduction

#### 2.1.1 Project Brief

DIT Bihar is the nodal department for promotion of IT, ITeS and ESDM industry in the State to potential investors. Bihar is on the path to emerge as a major destination for industrial and knowledge sector. The State Government has a proactive industrial policy, which focuses on providing institutional infrastructure & need based fiscal incentives to consolidate & reinforce the industrialization process in the state. The thrust of the Government is on environmentally suitable industrialization, which generates maximum employment opportunity and augments State revenue.

DIT Bihar is currently undertaking a slew of infrastructural and economic reforms, attracting leading investors and fostering investments. Riding a robust economy buoyed by an enabling institutional framework and facilitative initiatives towards Ease of Doing Business (EoDB), DIT Bihar is taking a slew of measure to create an investment friendly ecosystem for IT ITeS and ESDM industries in the state.

#### 2.1.2 Project Objectives

DIT Bihar plans to showcase the strengths of Bihar, the progress it has made in various fields and the opportunities available for investment in the State to domestic and global investors.

It is imperative that the Government initiatives need to be constantly marketed to the investor communities to feature in the “Top-of-the-mind-recall” among leading investors.

DIT Bihar, therefore, envisages to undertake a sustained investment promotion campaign 'Invest IT Bihar' over multiple channels including news, print, digital and social media. It further plans to fortify the campaign with a new logo and tagline highlighting the offering of the State to IT ITeS and EDSM players. A PR and Social Media Partner agency will, therefore, be on boarded for DIT Bihar to undertake the above mentioned activities for the promotion of the sector. The objectives of promotional activities are:

- a. Establish the brand "Invest IT Bihar"
- b. Positioning of the state as the preferred investment destination in East India.
- c. Improving Brand perception among the Investing community.
- d. Managing negative reputation of the brand.
- e. Create awareness about Governance Schemes/Policies/Services amongst masses
- f. Create awareness about 'Invest IT Bihar' and its components amongst Investor community.

### 3. Pre-Qualification/ Eligibility Criteria

The Bidder is expected to submit the following supporting documents with respect to the below-mentioned eligibility criteria together with the Technical Proposal:

#### 3.1 Pre-Qualification Criteria

S.No.	Basic Requirement	Eligibility Criteria	Documents Required
1	Legal Entity	The Bidder should be registered in India under the Indian Companies Act 1956 and should have operated in India for a minimum of <b>1 year</b> .	Copy of Certificate of Incorporation from Registrar of Companies
2	Annual Turnover	Annual Turnover of the bidder from PR and/or Social Media / Branding in India during each of the last three financial years, i.e., from 2016-17 to 2018-19 (as per the last published audited balance sheets), should be at least <b>INR 30 Lakh</b>	CA Certificate with CA's Registration Number/ Seal
3	Net worth Certificate	The net worth of the bidder, as on 31-Mar- 2019, should be <b>Positive</b>	CA Certificate with CA's Registration Number/ Seal
4	Work Order Certificate	The bidder should have prior experience of having executed or executing <b>at least 2 assignments</b> in Digital PR and/or Social Media/ Branding Activity for any State Government/ Central Government/ State PSU/ Central PSU/ Corporate.	Copy of Work Order / Contract to be attached (with clear details around scope of work and value of the project).
5	Tax Registration	The bidder should have a registered	Copies of relevant

S.No.	Basic Requirement	Eligibility Criteria	Documents Required
		number of i. GST ii. Income Tax / Pan number	certificates of registration
6	Technical Resource	The Bidder must have a minimum strength of 25 <b>fulltime resources</b> on the payroll of the company in India at the time of bid submission.	Certificate from HR Dept. on company letterhead.
7	Power of Attorney	Special power of attorney on a non-judicial stamp paper of appropriate value authorizing the representative of the bid to sign the bid against this RFP	Duly signed Power of Attorney
8	Full-fledged functional office/branch in Patna	Bidder should have full-fledged functional office/branch having permanent staff for media analysis/ strategy creation /client service persons etc. and all required infrastructure including computers, laptops, printers, software etc. in Patna.	

Technical Proposal of only bidders will be evaluated who qualify in Pre-qualification criteria.

### 3.2 General Instruction of Bidding Process

- This invitation for bids is open to all Indian firms who fulfill prequalification criteria as specified in the RFP.
- Consortium is not allowed.**
- Breach of general or specific instructions for bidding, general and special conditions of contract with GoB or any of its user organizations during the past 3 years may make a firm ineligible to participate in bidding process.
- Any specific Company can submit only one bid, and a single company submitting more than one bid shall be disqualified and liable to be black-listed.
- Terms and conditions of e-procurement tendering process is mandatory to all the bidders.

## 4. Scope of Work

A Media & Communications strategy is essential to regularly convey information about DIT Bihar, its activities and other components to diverse stakeholders and create awareness, through direct and indirect engagement. In order to formulate a Media & Communications strategy and to implement a 360-degree Media Campaign activity, services of a PR and Social Media Partner (**Agency**) is required.

The indicative list of activities to be undertaken would include the following but not limited to:

### 4.1 Branding

- 4.1.1 Prepare **Branding Strategy** for Invest IT Bihar.
- 4.1.2 Define brand and its attributes.
- 4.1.3 Building Brand credibility.
- 4.1.4 Brand Positioning.
- 4.1.5 Improve Brand perception.
- 4.1.6 Managing negative reputation.
- 4.1.7 Prepare a centralized theme along with a logo and tagline for branding and promotion of Invest IT Bihar.
- 4.1.8 Prepare a logo and tagline for BSEDC.
- 4.1.9 **Information, Education and Communication (IEC)**: Conceptualize and develop Information, Education and Communication (IEC) materials for Radio, TV in different formats like spots/ jingles, Cinema ads, short films/documentaries, training films, interactive shows and audio-visual material in any other formats as per requirement.
- 4.1.10 Conceptualize, design and other pre-press work for the promotion print materials like brochures, booklets, primers, guidelines, folders, leaflets, posters, calendars etc.
- 4.1.11 Conceptualize and design Testimonials on various activities/ events of DIT Bihar.

### 4.2 Public Relations

- 4.2.1 Prepare **Quarterly Media Plan** and present it to the client for approval and implementation.
- 4.2.2 The Media plan to ensure proper visibility and promotion through print, electronic & social media both at domestic and international level. The services required to be offered herein by the Agency shall include but not be limited to the following:
  - a) An overview of the existing situation and effective plan on the way forward for the campaigns, based on available market research analysis.
  - b) Identification of target priority markets, segments and audiences, rationale, approach, and appropriate vehicle for promotion etc.



- c) Selection and finalization of Media Vehicles for the different markets and segments, based on research. It should be most appropriate, cost effective and cost saving.
  - d) Allocation of available budget to the different Media Vehicles in the different target markets based on available market research findings.
  - e) Selection and finalization of television channels, radio channels, print publication, websites and portals, outdoor sites, etc., in the Media Plans for the "Invest IT Bihar Campaign" and any other campaign.
  - f) Planning the effective use of web with innovative digital media vehicles
  - g) Product segmentation and use of appropriate creative for the different markets and segments.
  - h) Planning most appropriate schedules for release of campaigns in different markets.
- 4.2.3 The agency will submit relevant research and impact studies, which have formed the basis of the Media Planning for the different media vehicles, included in the Media Plan.
- 4.2.4 Prepare content for press releases, news articles, messages, promotional articles, features, in English and in vernacular language for publication as per requirement of DIT Bihar from time to time basis.
- 4.2.5 Promote investor road shows /conferences/ DIT Bihar Conclave/ Event(s) organized and/or participated by DIT Bihar.
- 4.2.6 Preparation of at least 2 articles/major story (non-event-specific stories) in a month from the State based on relevant news/developments in the State and inputs from DIT Bihar.
- 4.2.7 The agency shall also focus on proactive preparation of articles targeted for reputed National or International magazines at least one every month. The coverage received shall be shared as part of the monthly reports.
- 4.2.8 Publication of at least 2 major relevant stories in a month from the State in top 4 (based on web traffic) business news websites. The coverage received shall be shared as part of the monthly progress reports.
- 4.2.9 Making arrangements for media coverage/conference for investment promotion events organized in the country outside Bihar. The focus should be on inviting prominent journalists to such events. In case, the agency makes arrangements during any additional event at the request of DIT Bihar, the cost shall be paid extra as per the quotation.
- 4.2.10 Organize at least one telephonic interview every month with leading journalists of national repute with the objective of coverage in the form of print articles. The coverage received shall be shared as part of the monthly progress reports.
- 4.2.11 Engage with reputed journalists of national dailies/TV news channels to promote the initiatives of the State Government for industrial development.
- 4.2.12 Engage with PR agencies of large companies operating in the State for promotion of State as an investment destination on various platforms

### 4.3 Digital Promotion

- 4.3.1 Create or take over existing handles and pages on Facebook, Twitter, YouTube, LinkedIn, Instagram and similar platforms of national and international platform.
- 4.3.2 Prepare a **social media strategy** for Invest IT Bihar with the following 2 key objectives:
  - a) Improving perception and awareness about Bihar as an investment destination.

- b) Target investors in the IT, ITeS and ESDM sectors for the State.
- 4.3.3 Prepare **strategy for digital promotion (communication strategy)** as and when required by DIT Bihar along with expected budget impact.
- 4.3.4 The agency should develop interesting and innovative content, campaigns, in order to have proper communication for various social media platforms to enhance the reach of content in real time basis.
- 4.3.5 Develop content and creative (in English and in vernacular language) including photos, info graphics, GIFs, videos, visual audience engagement assets etc. from time to time basis as per requirement of DIT Bihar. The same to be used on Invest IT Bihar social media pages and handles mentioned above and post the content (The frequency of posts on Facebook and Twitter could be seen on the respective pages as a reference).
- 4.3.6 Creative content generation, recreate or convert the content and repackage the available content. The content may be of various forms such as graphics, smart art, animations, story board etc. design on subject of Government schemes and programs and policies etc.
- 4.3.7 Conceptualize and design promotion materials for dissemination of information through social media and innovative mediums like web pages, internet, and mobile telephone and for interpersonal communication.
- 4.3.8 The promotion materials for all the above formats are required to be made primarily in English and Hindi. At time it will be required to be made in a foreign language as well (E.g. Japanese, Korean, Taiwanese etc.). The selected agency would be required to make content/ material in the required language also. Any additional cost incurred for translation will be borne by DIT Bihar.
- 4.3.9 Regularly organize online surveys, quizzes, contests on all platforms as per the approved strategy.
- 4.3.10 Daily informative and promotional updates in the form of relevant text, photos, audio, video, interactive content, interviews, news, quiz etc.
- 4.3.11 The agency shall provide live coverage of event(s) on Social Media.
- 4.3.12 **Internet Banner:** The selected agency will be responsible for conceptualizing the entire creative for the required campaign such as a static image, animations, slideshows and streaming media may be added to enhance appeal.
- 4.3.13 **Blogger/V-Blogger Engineering:** The selected agency will be responsible for bringing influential and noted bloggers to write about the activities (existing and upcoming) and other issues of national importance on the DIT social media pages, their associated blog websites, or any other prominent websites where they are actively blogging.
- 4.3.14 **Dash-board and Analytics:** Analysis of 'Viewed' and 'Liked' counts and associated data received through the portal and social media as well as sentiment analysis shall be conducted using data to understand target audience opinion and suggestions at a higher scale.
- 4.3.15 **Outdoor/Indoor Media:** The selected agency will be responsible for conceptualizing, creating and designing creative material for outdoor IEC activities like Posters, Hoardings, illuminated LED screens/ digital signage, wall paintings, display panels/ boards, or any other materials which may be displayed at prominent

places such as Airports, Metro Stations, Railways Stations, Bus Stops, corporate office campuses and other public places.

4.3.16 A broad estimation of number of minimum creative expected (subject to numbers of event per month) to be developed by the agency is provided below as a reference:

- a) Face book : 30 / month
- b) Twitter : 30 Tweets / month
- c) LinkedIn Posts : 30 / month
- d) Event coverage : 3 / year.

*This may result in additional creative and videos, which need to be edited, and posted on social channels.*

- e) Videos (60 seconds) : 2 / month
- f) Long-form content or articles: 48 / year (for LinkedIn or publishing across websites)
- g) You Tube channel management: All video content needs to be optimized for You Tube and hosted on Invest IT Bihar YouTube channel

4.3.17 Manage & moderate the content and provide response to queries/ comments/ messages on all the properties with a response time of 4 hours on working days.

4.3.18 Provide monthly social media analytics reports on the performance of various handles including traffic analysis, fan/follower growth, engagement analysis, influencer report, trend analysis etc. & relative performance of the State compared to other states/countries. Also, use an industry standard monitoring tool for analyzing comments/remarks about Bihar in various online media, social media platforms nationally & internationally.

4.3.19 Run 6 campaigns during the year on social media.

4.3.20 Amplify and promote the content/ posts/ pages on various properties in consultation with DIT Bihar through paid and non-paid avenues.

4.3.21 Strategize and implement Search Engine Optimization for 'Invest IT Bihar' to increase leads.

4.3.22 Strategize and run targeted campaigns on LinkedIn to generate domestic/ international investment leads in the focus sectors of the State.

#### 4.4 Designing for DIT Events

Prepare and finalize event theme and design location layout, infrastructure and other resources required for all State level ICT events, workshops, summits etc. by Department of IT

#### 4.5 Designing of Publicity Material

4.5.1 The agency would be required to assign photo-shoots for the photo bank of DIT Bihar.

4.5.2 The agency would be required to provide high resolution photographs of acceptable quality for all investment destinations by commissioning a photographer for photo-shoot.

4.5.3 The photographs would be open files of high resolution which can be expanded and contracted to large or small sized outdoor and indoor media advertising.

#### 4.6 Merchandise

4.6.1 The selected agency will be responsible for suggesting and designing creative(s) for merchandise to be handed out as branding activity, rewards for contests etc.

4.6.2 Conceptualize, design non-traditional and attractive merchandise for different audiences as per requirement.

4.6.3 The agency will also help and coordinate with the manufacturer to ensure timely supply of collaterals.

4.7 Make qualitative Power Point Presentations as and when required on project(s) and its promotional activities, for investments during DIT Bihar's related meetings, conferences, etc.

4.8 Suggest ways to utilize DIT Bihar Websites for greater reach and dissemination of information of various projects and activities of DIT Bihar.

4.9 Assistance in selection/empanelment of vendors related to the work which can be an output of any activity of scope of work of the selected bidder, if and when required by DIT Bihar.

4.10 In the event of certain unforeseen occurrences, which may have potential of creating negative perception of the State, the PR agency will have to take necessary steps in a proactive and immediate fashion to mitigate such matters on all platforms. Actions taken in this regard across various platforms to be shared in the monthly progress report.

4.11 The Agency shall depute additional resources as per work requirements for execution of the assignment.

4.12 Prepare and deliver any other PR, social or digital media related work for investment promotion of the State, as directed by DIT Bihar.

4.13 Support, guidance and knowledge sharing during preparation of promotional campaigns for social media and other promotional work that may include:

4.13.1 Developing & Managing Blogs & Micro Blogs (e.g. Twitter)

4.13.2 Developing & Managing content for communities (e.g. YouTube)

4.13.3 Developing content for & managing social networking sites (e.g. Facebook)

#### 4.14 Roles and Responsibilities of DIT Bihar/ BSEDC and its authorized agency(s):

4.14.1 DIT Bihar will provide approvals for all plans, strategies and materials produced.

4.14.2 Provide **Sign-off / acceptance** of various project deliverables submitted by the

SEP: agency:

- a) Major Deliverables (Strategy & Plan documents) – within 2 weeks.
  - b) Minor Deliverables (Derived Deliverables) – within 5 days.
- 4.14.3 DIT Bihar will facilitate all technical inputs and will work closely with the agency in the formulation and planning of the required activities.
- 4.14.4 Bidder should have full-fledged functional office/branch having permanent staff for media analysis/ strategy creation /client service persons etc. and all required infrastructure including computers, laptops, printers, software etc. in Patna.
- 4.14.5 Conduct project review meetings with the deployed team and monitor the implementation and overall progress of the project activities.
- 4.14.6 Provide direction to the deployed resources and enable them to achieve overall objective.
- 4.14.7 All expenses related to the Air time, print, slots etc shall be paid by DIT Bihar or its authorized agency(s).
- 4.14.8 Provide periodic feedback.
- 4.14.9 Review and approve the payments to the selected agency as per quality services provided by the resources of the agency.
- 4.14.10 Provide TA/DA towards any travel of any resource outside Patna for the assigned and approved tasks like discussions/meetings with any important stakeholders, network sources, etc., for meeting the deliverables effectively.
- 4.14.11 DIT Bihar/ BSEDC shall take up the following costs or reimburse later to agency for effective functioning of agency in delivering the tasks:
- a) Cost involving the agency to meet the additional demands towards delivering the outputs than what has been decided upon selection or in direct scope of work of this RFP document.
  - b) Cost involving any External agency to meet the tasks or additional demands towards delivering the outputs.
  - c) DIT Bihar/ BSEDC shall take up any cost towards the event management that is beyond the scope of agency like planning, designing, coordination and execution: Cost of venue/stalls, food and refreshments for audience/ guests, payment to any media for exclusive coverage, printing of IEC materials, banners, hoardings, certificates, printing and circulation of its media release and proceedings, monetary rewards for any participants, etc.
  - d) DIT Bihar shall take up the cost for out of scope work especially towards the final stage of any outputs after its approval like: Printing and circulation of publications and IEC materials, social and mobile media boosting packages, telecast the still or video content in various channels like television, radio, cinema halls, etc.

#### 4.15 Roles and Responsibilities of Selected Agency

- 4.15.1 Selected agency must provide fully loaded laptops (operating system, antivirus solution, Microsoft Office suite and all required softwares to carry out the tasks as required).
- 4.15.2 Selected agency will be required to submit details on each activity/ event, including the relevant artwork.
- 4.15.3 Agency will be required to submit reports on social media data analytics.
- 4.15.4 Provide project status report(s) and MIS as desired by DIT, Bihar.
- 4.15.5 Maintaining an inventory of all creatives as prepared during the project lifecycle.
- 4.15.6 Set-up and administration of escalation mechanism for faster issue / risk management

#### 4.16 Project Deliverables & Time Line

Time shall be the essence for all the projects which would be done by the appointed agency. The agency shall therefore fully abide by various time limits as prescribed for different assignments and the performance of the agency shall be judged as per the adherence to such quality and time parameters as laid down for the respective work.

Project Component	Deliverables	Timeline (Max Limit)
Setting up full-fledged functional office in Patna.	Bidder should have full-fledged functional office/branch having permanent staff for media analysis/strategy creation /client service persons etc. and all required infrastructure including computers, laptops, printers, software etc. in Patna.	T + 7 days
Takeover and/ or create handles for DIT Bihar on Social Media sites – Facebook, Twitter, YouTube, LinkedIn and setup basic page on each.	DIT Bihar pages are available on mentioned Social media sites	T + 15 days
Deployment of Resources	Successful Deployment of Resources	T+ 15 days
Branding Strategy	Successful submission of the strategy document as per scope of work	T + 21 days
Centralized theme along with a logo and tagline for branding and promotion of Invest IT Bihar.	Provide minimum 5 set of logo and tagline.	T + 30 days
Logo and tagline for BSEDC	Provide minimum 5 set of logo and tagline.	T + 60 days
Media Plan	Successful submission of the plan document as per scope of work	T + 21 days. Thereafter, within the first month of every quarter.
Social Media Strategy	Successful submission of the strategy document as per scope of work	T + 21 days
Digital Promotion Strategy / Communication Strategy	Successful submission of the strategy document as per scope of work	T + 21 days
Media Release	Media Release Document in English and Hindi	Same day of event to be shared with print media and uploaded on social media sites after due approval.
Event Proceedings	Proceeding document in English and Hindi	Within 3 days of event to be shared/circulated with media and stakeholders on DIT Bihar approval; Same day – a brief

		proceeding with photographs to be uploaded on social media sites.
Progress Reports	Media related Analytic Reports	On 5 <sup>th</sup> of each month
Progress Reports	Quarterly Progress Reports	At end of each quarter (1st draft for DIT Bihar approval 2 weeks prior to End of each Quarter)
Project Deliverables	Best Practices Catalogue.	At end of year (1st Draft to be submitted 2 months prior for DIT Bihar approval).
Project Deliverables	Derived Deliverables from the Strategy & Plan Documents	As per agreed timelines as defined from time to time.
Project Deliverables	Other deliverables (as per DIT Bihar's requirements)	As per agreed timelines as defined from time to time.

**T = Issue of Lol**

## 5. Manpower Specifications

### 5.1 Deployment of Team

The successful bidder shall be responsible for deployment of below set of resources within specified timelines in the Project Deliverables and Timeline section on issue of LOI from BSEDC as per the desired skill-set and experience of various categories of resources.

### 5.2 Proposed Resources Competencies

S.No.	Competency Area	Nos	Minimum Education Qualification	Minimum Skill Level requirement
1	<b>Project Manager</b>	1	Graduate/ Post Graduate Diploma Certification in Digital Marketing Minimum 8 years' experience in handling Public relation assignments.	Responsible for the overall management of the team and delivery of services. Liaising with team for design and delivery of marketing collaterals & regular coordination with DIT Bihar and other stakeholders. Introduce & Implement national and international best practices in promotion and branding. Regularly report to DIT Bihar on the progress of deliverables and actionable items. Analyse key metrics and suggest tweaking the strategy as needed and compile reports for management showing results (ROI).



S.No.	Competency Area	Nos	Minimum Education Qualification	Minimum Skill Level requirement
2	<b>Offsite Support Team</b>	NA	<p>Graduate Degree, Certification in Digital Marketing (all the resources working directly on the social media handles)</p> <p>Certification of Graphics and Animation (atleast 1 resource proposed)</p> <p>Minimum 1 Year experience.</p>	As per requirements to fulfil project obligations as per scope of work of the project and project timelines.

**Note:**

- i) All quoted manpower shall be on rolls of the bidder. Outsourcing in any form will not be acceptable.
- ii) The bidder needs to submit CV of all proposed manpower.
- iii) The Project Manager will be full time deployed at DIT Bihar. The offsite team shall support the Project Manager on day to day activity for on time delivery of the assignment.
- iv) The support team will be attending the monthly / quarterly review meetings at DIT Bihar/ BSEDC (as and when required by DIT Bihar/ BSEDC).
- v) The successful bidder is advised to deploy experienced & qualified resources (offsite) for campaign planning, copy writing, Digital expert, creative experts, etc. for the assignment.
- vi) The bidder needs to elaborate the offsite resources proposed for the assignment in the prescribed format.
- vii) If at any point of time, DIT Bihar feels that a resource is not upto the mark, the replacement will be demanded in writing and will need to be obliged within 2 weeks. During such replacement, the incumbent shall be available for disposal of the task till the new resource comes on board.
- viii) The service provider will provide the bio data of the resources engaged for the project for screening. If any specific work could not be completed due to poor manpower quality, at the time of review, the service provider will provide a suitable substitute, if required. Any change of resource during the period of contract should be done only with the prior consent of DIT, Bihar/ BSEDC. For whatsoever reason provided the target for schedule of work shall not suffer.
- ix) Above mentioned resource requirement is the minimum number and category of resources to be provided for the Term of the contract. It is upto the bidder to access the requirement and provide more resources if required. At all times, the schedule and delivery of the work shall not suffer.



## 6. Bidding Process

### 6.1 Time Schedule for Bidding

Tender reference No:	As mentioned in e-Procurement portal
Date of issue of RFP	As mentioned in e-Procurement portal
Non Refundable Tender Processing Fee	As mentioned in e-Procurement portal
EMD	As mentioned in e-Procurement portal
Pre-bid meeting & venue	Beltron Bhawan, Shastri Nagar Patna, Bihar – 800023
Last Date for Receiving Queries	As mentioned in e-Procurement portal
Last Date and Time for submission of Bids	As mentioned in e-Procurement portal
Venue, Date & Time of Opening Of Technical Bids	As mentioned in e-Procurement portal
Venue, Date & Time of Opening Financial Bids	As mentioned in e-Procurement portal
Contact Person, Phone No. and Email	Sudhir Kumar, Company Secretary, BSEDC Ltd. Email: csbeltron@bihar.gov.in Phone: 0612-2293036, Tele Fax; 0612-2281857
Address for Communication:	Managing Director Bihar State Electronics Development Corporation Limited, Beltron Bhawan, Shastri Nagar, PATNA, Pin Code - 800023

1. Please visit web site <[www.bsedc.bihar.gov.in](http://www.bsedc.bihar.gov.in)> or <[www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)> for full details.
2. Complete sets of bidding documents will be available for free download, by interested bidders, from the e-Procurement portal of the Government of Bihar.
3. It will be in the interest of the bidders to familiarize themselves with the e Procurement system to ensure smooth preparation and submission of the tender documents.
4. The Bidders are advised to submit the Bids well in advance of the deadline as BSEDC/ DIT Bihar will not be liable or responsible for non-submission of the bids on account of any technical glitches or any problems in connectivity services used by the bidder.

## 6.2 Site Visit

The Bidder if so desires, may visit and examine the project sites, and revalidate all the information required for preparing their response document to the bid. The cost of such visits to the sites shall be at the bidder's expense. The bidder and any of its personnel or agents will be granted permission by DIT Bihar to enter its facilities at various locations in the state for the purpose of such visits, but only upon the condition that the bidder, its personnel, and agents, will indemnify the BSEDC / DIT, Bihar / GoB from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such inspection, undertaken by the bidder. The Bidder shall at its own risk; peril; cost and liability undertake site visits to designated facilities in the state.

## 6.3 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid, if so desired by BSEDC. BSEDC/ DIT Bihar will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

## 6.4 Validity of Proposals

- a) Proposals shall remain valid for a period of bid validity as mentioned in the data sheet section above. A Proposal valid for shorter period may be rejected as non-responsive.
- b) BSEDC/DIT Bihar may solicit the bidders' consent to an extension of Proposal validity (but without the modification in Proposals). A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security is considered to have refused the request to extend the period of validity of its Bid.

## 6.5 Clarification of Tender Document

A prospective bidder requiring any clarification of the tender document may notify BSEDC in writing along with a soft copy in excel format at BSEDC's correspondence email address before the date mentioned in under the 'important dates' section. BSEDC representative will respond to any request for clarification of the tender document in the pre-bid conference, which will be held as per the table of important dates given. BSEDC's response will be sent to all prospective bidders who have received the tender document. The clarification shall be asked as per the given format. Queries not adhering to this format will not be responded to.

Sr. No	Page No of the RFP Document	Section No of the RFP Document	Proposed Change	Reason of Proposed Change
1				
2				

## 6.6 Pre-Bid meeting

- a) All those bidders who have obtained/purchased bid document can participate in pre-bid meeting to seek clarification on the bid, if any.
- b) Not exceeding two employees from each of the bidding firm / company / organization are invited to attend the Pre-Bid Conference at their own cost, which is to be held at the venue indicated above.
- c) The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- d) The Bidder is requested, to submit any questions in writing to reach BSEDC as per the dates mentioned above. It may not be practical at the Pre-Bid Conference to answer questions received late. BSEDC will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids / Key events and dates. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the portal (<http://eproc.bihar.gov.in>).
- e) Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

## 6.7 Clarification

- a) A prospective vendor requiring any clarification of the bidding documents may notify BSEDC contact person. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be shared with all prospective bidders that have received the bidding documents.
- b) The concerned contact person will respond to any request for clarification of bidding documents, which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that GoB shall not entertain any correspondence regarding delay or non-receipt of clarification.

## 6.8 Amendment of Tender Document

At any time prior to the last date / time for receipt of bids, BSEDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, reserves the right to modify the tender document by issuing an amendment. The amendment will be notified in e-procurement portal and will be binding on the bidders. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, BSEDC / DIT may, at its discretion, extend the last date for receipt of bids.

## 6.9 Bid Preparation

### 6.9.1 Language of Bids

The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and GoB, shall be written in the English language. If any supporting document and printed literature furnished by the Bidder is in a language other than English then the same should be accompanied by an accurate English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. However, such translations shall be certified by the agency that has done the translations.

### 6.9.2 Bid Format

The Bidder shall upload the digitally signed scanned copies of the Proposal in e-Procurement, as given below:

#### A. Pre-Qualification Bid

1. A letters on bidders letter head
  - I. Describing the pre-qualifying technical competence and experience of the bidder,
  - II. Certifying that the period of validity of bids is 180 days from the last date of submission of bid,
  - III. Asserting that the bidder is quoting for all the items mentioned in the tender,
  - IV. Accepting all terms of this RFP
2. All forms mentioned in RFP document along with the requisite documents asked in the respective forms to prove that the bidder meets the eligibility criteria.
3. Power-of-attorney granting the person signing the bid, the right to bind the bidder as the 'Constituted attorney of the Agency'.
4. Permanent Account Number (PAN) from INCOME TAX authorities of area of operation of the bidder.
5. The Bidder should not be blacklisted by Government of Bihar or its agencies for any reasons whatsoever and/or the bidder should not be blacklisted by Central / any other State/UT Government or its agencies for corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from execution of contract after award of work. The Bidder shall submit an affidavit to this effect.

#### B. Technical Bid as per specified criteria

The Technical Bid document shall detail all the information sought from the bidders (as described in Section 10) and required for BSEDC to evaluate the bids as prescribed as part of the technical evaluation in Section 6.19 of this document. Hence it is mandatory that the bidders read this section in conjunction with the technical evaluation section to provide information as necessary and adequate to evaluate the proposals.

### C. Commercial Bid Specified

The commercial bid shall be submitted for all requirements of the GoB for the Request for Proposal (RFP) Selection of an agency for providing services as per details mentioned in the RFP

## 6.10 Procedure for Submission of Bids

### 6.10.1 Tender Processing Fees

Bidder can download the tender document for free from the portal (<http://eproc.bihar.gov.in>) till the due date and time for bid submission. Any interested bidder shall pay tender processing fee as specified in the e-Procurement portal. The tender processing fees has to be paid through e-Payments in favor of “Managing Director, Bihar State Electronics Development Corporation Limited” payable at Patna from any scheduled bank.

**Note:** It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents.

### 6.10.2 Modes of Submission

All interested bidders shall pay EMD and Tender Processing fee and submit their Technical and Commercial RFP responses electronically using the e-Forms in the e-Procurement platform. The e-Procurement portal is available at: <http://eproc.bihar.gov.in>

Companies shall submit the tenders only through the unified e-Procurement system before the scheduled date and time for bid submission. Tenders submitted after the due date and time will not be considered. BSEDC will not be liable or responsible for any delays due to unavailability of the portal and the Internet link.

## 6.11 Authentication of Bid

The response bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A written power-of-attorney accompanying the bid shall support a letter of authorization. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

## 6.12 Validation of Interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

## 6.13 Financial Bid

The bidder shall indicate prices according to the Performa prescribed in Section 11.2 of the tender document.

## 6.14 Firm Price

Prices quoted by the bidder must be all inclusive, firm and final, and shall not be subject to any escalation whatsoever during the period of the contract. Prices should indicate the

price at site and shall include all state and central taxes. Attention of the bidder is invited to the terms and conditions of payment given in RFP document.

### 6.15 Revelation of Prices

Prices in any form and for any reasons shall not be revealed in the pre-qualification bid or technical bid or before opening the commercial bid. In case such violation happens, then the bid shall be immediately rejected.

### 6.16 Terms and Conditions of Tendering Firms

In case any of the terms and conditions to the RFP is not acceptable to any bidder, clearly specify the deviation in the forms given in RFP. Similarly in case the equipment and services being offered has deviations from the schedule of requirements laid down, the bidder shall describe in what respects and to what extent the equipment and services being offered differ/ deviate from the specification, even though the deviations may not be very material. Bidder must state categorically whether or not his offer conforms to requirement specifications and schedule of requirements and indicate deviations, if any in section as part of the response to the bid. Any substantial deviation may lead to rejection of the bid by GoB.

### 6.17 Bid Submission

#### 6.17.1 Consortium and Sub-contracting

1. The bid shall be submitted only as single entity firm. **Consortium or Joint venture shall not be allowed for the project.**
2. The bidder shall not Sub-Contract Scope of Work other than wherever specifically mentioned. The performance of the subcontracted agency shall be purely the responsibility of the bidder. The bidder shall be purely and wholly held responsible in case the subcontracted agency fails to perform. The bidder shall be fully responsible for all acts of commission and omission.

#### 6.17.2 Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the last date for receipt of bids, and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval would result in forfeiture of the bidder's bid security.

#### 6.17.3 Address for Correspondence

The bidder shall designate the official mailing address, place, telephone number, fax number and e mail address to which all correspondence shall be made by BSEDC. BSEDC will not be responsible for non-receipt of any communication sent by the bidder.

#### 6.17.4 Clarifications

If deemed necessary, GoB may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. GoB may, if so desire, ask the bidder to give a presentation/ demonstration for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders.

#### 6.17.5 Verification of Reference Installations

GoB, if considers necessary, may conduct verification of reference installations to satisfy themselves on the performance of the equipment/ services offered with reference to their requirements.

GoB will satisfy themselves on the veracity of the reference works with reference to performance indicators relevant to the requirements specified.

#### 6.17.6 Contacting GoB

Bidder shall NOT contact BSEDC/GoB on any matter relating to this bid, from the time of the submission of bid to the time the contract is awarded. During this period, all-important notices will be published in the e-procurement portal.

Any effort by a bidder to influence GoB's bid evaluation, bid comparison or contract award decision may result in the rejection of the bid. Such an act on the part of the Bidder shall amount to misconduct and will be liable for appropriate action, as decided by GoB.

#### 6.17.7 Bid Currency

Price shall be quoted entirely in Indian Rupees (INR).

#### 6.17.8 Disqualifications

The bid is liable to be disqualified in the following cases:

- The Bid not submitted in accordance with this document.
- During validity of the bid, or its extended period, if any, the Bidder increases their quoted prices.
- The Bidder qualifies the bid with his own conditions.
- Bid is received in incomplete form.
- Bid is not accompanied by all requisite documents.
- Information submitted in Technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- Commercial bid/ pricing is uploaded in the Technical bid.

#### 6.18 Earnest Money Deposit

An EMD of amount as mentioned above, must be submitted along with the Proposal. Proposals not accompanied by EMD shall be rejected as non-responsive. Earnest Money Deposit (EMD) shall be refunded to all the unsuccessful bidders within one month after award of the work to the successful/suitable bidder on a written request. No exemption for submitting the EMD will be given to any agency. The bidder is liable to pay liquidated damages and penalty imposed by the Tender Inviting Authority in the event of non-fulfillment of any of the terms or whole of the contract.

The EMD shall be forfeited:

- 1 If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;
- 2 Or in case of a successful Bidder, if the Bidder fails:
  - To sign the Contract; or
  - To furnish the performance security.



### 6.19 Criteria for Evaluation of Proposals

BSEDC will form a Committee to evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, DIT, Bihar/BSEDC, may, at its discretion, ask the bidders for clarification of their Technical Proposals. Only those proposals meeting the above qualification criteria will be evaluated as per the criteria mentioned below:

S. No.	Criteria	Documentary Evidence	Marks	Max. Marks
<b>A</b>	<b>Organizational Strength &amp; Project Experience</b>			<b>45</b>
1	Average Turnover in last 3 FY years ending March 2019 from Digital PR activity and/or Social Media promotion / Branding activities.	Audited Balance Sheet and Statutory Auditor's Certificate	>30 Lakh to 40 Lakh = 4 >40 Lakh to 50 Lakh = 6 More than 50 Lakh = 8	8
2	Experience in handling 360° campaign (covering designing/ production of creative/ commercials for various media including print, TV, radio, online, outdoor etc.) and Digital Media (social media, internet marketing, blogs etc.)	Work Order/Client Letter/ Job Completion certificate	1 project = 02 Marks 2 projects = 04 Marks 3 or 4 projects = 06 Marks >4 projects = 10 Marks	10
3	Experience in assisting Central Govt./ State Govt. / Central PSU / State PSU in Digital <b>PR activity and/or Social Media promotion / Branding</b> in last 5 years.	Work Order/Client Letter/ Job Completion certificate	2 projects = 5 Marks > 2 projects = 8 Marks	8
4	Experience in assisting Central Govt./ State Govt. / Central PSU/ State PSU in <b>Investment Promotion</b> through Digital <b>PR activity / Social Media/Branding</b> in last 5 years.	Work Order/Client Letter/ Job Completion certificate	1 project = 3 Marks >1 projects = 6 Marks	6
5	Experience in assisting IT, ITeS sector in <b>Investment Promotion/ Digital PR activity / Social Media promotion / Branding</b> in last 5 years.	Work Order/Client Letter/ Job Completion certificate	1 project = 3 Marks >1 projects = 6 Marks	6
6	Quality of Team Proposed	Certificates of completion	Certification of Graphics and Animation= 2 Marks Certification of Google Analysis = 1 Mark Certification of Digital Ads = 2 Marks	5
7	<b>Any National level award won by Agency/Start-up Promoter(s)</b>			2

S. No.	Criteria	Documentary Evidence	Marks	Max. Marks
B	<b>Technical Solution Evaluation (Must be given by the Project Manager proposed for the assignment)</b>			<b>55</b>
1	Manpower mapping plan explaining the synchronisation of proposed resources with the scope of work			15
2	<b>Technical Presentation:</b>			40
	Understanding of Objectives and examples from similar campaigns in other states / countries.			
	Strategic Thinking			
	Credentials			
	Innovations Executed, if any. Please specify by giving details.			
	Digital Communication Delivery Concepts			
	Minimum No. of resources that will be dedicated for the project.			
	Provide Case Study in 10 slides where the agency has executed the mentioned tasks for any of their clients: <ul style="list-style-type: none"> <li>• Expertise in SEO, SMO and SMM</li> <li>• Details of innovative campaigns</li> <li>• Optimization of media budgets by controlled CPL/CPA (Cost per Lead/Cost per Action)/CPC (Cost per Click)</li> <li>• Lead Analysis and actions to improve lead quality.</li> <li>• Integration with traditional and social media</li> <li>• Viral Marketing</li> <li>• Brand Security Measures</li> </ul>			
	Appreciation of the Pitch – by evaluation committee			
<b>Total Score</b>				<b>100</b>
<b>Cut Off (to open the financial bid)</b>				<b>70</b>

**Note :**

1. Financial Proposal of only those bidders will be opened who secure 70 marks as per the above evaluation criteria.

## 6.20 Submission, Receipt and Opening of Proposals

- BSEDC will open all bids (only Technical Bids at the first instance) through the e-Tendering website, in the presence of Bidders or his representatives who choose to attend.
- The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for the tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.
- The Bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details as BSEDC, at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.

- Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

### 6.21 Correction of Arithmetic Errors in Financial Bids

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

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

### 6.22 Right to Accept or Reject Proposal

BSEDC reserves the right to accept or reject any proposal, and to annul the proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### 6.23 Bid Selection Method

The selection method is **Quality cum Cost Based Selection (QCBS)**.

Technical Bid Score will get a weightage of 80% (denoted by ST) and Financial Bid Score a weightage of 20% (denoted by SF).

The process of selection of successful bidder for the purpose of award of contract shall be as follows:

#### A. Calculation of Technical Score (ST)

T = Technical Marks Obtain by the Individual Bidder

TH = Highest Technical Marks Obtain by Bidder

ST = Technical Score obtain by the Individual Bidder

#### Calculation of Technical Score (ST)

$ST = 100 \times (T/TH)$  (rounded off to 2 decimal places)

**B. Calculation of Financial Score (SF)**

F= Total Financial Bid amount quoted by individual Bidder

FL= Lowest Total Financial Bid amount quoted by individual Bidder

SF = Financial Score obtain by the Individual Bidder

**Calculation of Financial Score (SF)**

$SF = 100 \times (FL/F)$  (rounded off to 2 decimal places).

**C. Calculation of Final Composite Score (S)**

The Final Composite Score (S) shall be computed for each firm by assigning 80% weightage to the Technical Score (ST) and 20% weightage to Financial Score (SF) using the formula given below:

$S = (ST \times 0.8) + (SF \times 0.2)$  (rounded off to 2 decimal places)

Bidder with the highest final composite score will be awarded the contract. In case of a tie in the final composite score, the bidder with the higher Technical Score will be invited for negotiations and selection first.

**6.24 Disqualification**

BSEDC/DIT, BIHAR may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

- a) Submitted the Proposal documents after the response deadline.
- b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c) Exhibited a record of poor performance such as doing as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- d) Submitted a proposal that is not accompanied by required documentation or is nonresponsive.
- e) Failed to provide clarifications related thereto, when sought.
- f) Declared ineligible by the Government of Bihar for corrupt and fraudulent practices or blacklisted.
- g) Submitted a proposal with price adjustment / variation provision.

## 7. General Terms and Conditions

### 7.1 Application

These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the BSEDC/ DIT, Bihar/ GoB shall be final and binding on the firm/ company.

### 7.2 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India.

### 7.3 Relationship Between Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the BSEDC and 'the firm/company'. The firm/company subject to this contract for selection has complete charge of personnel, performing the services under the Project executed by BSEDC from time to time. The IT Professional(s) provided by firm/company shall be fully responsible for the services performed by them or on their behalf hereunder. BSEDC will allocate work/assignment to the IT Professional(s) provided by firm/company.

### 7.4 Standards of Performance

The IT Professional(s) provided by selected firm/ company shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The IT Professional(s) provided by selected firm/ company shall always act in respect of any matter relating to this contract as faithful advisor to BSEDC/DIT, Bihar. The firm/company shall abide by all the Provisions/ Acts/ Rules etc. of information Technology prevalent in the country. The firm/ company shall conform to the standards laid down in RFP in totality.

### 7.5 Firm/company Personnel

The firm/company shall employ and provide such qualified and experienced personnel as may be required to perform the services as specified under the Scope of Work of this RFP. There are specialized domains mentioned under the Manpower Specification and it is desirable from the firm/company to deploy the personnel, who have adequate experience in the domain related with the project.

### 7.6 Documents/Knowledge Transfer

All the documents prepared and updated time-to-time by the firm/company under this contract shall be the exclusive property of DIT, Bihar/ BSEDC and will be handed over to the DIT, Bihar/ BSEDC at the time of completion/ termination of the contract. Following

are the indicative list of documents needs to be prepared & updated by the Successful bidder:

- Branding Strategy
- Media Plan (Quarterly)
- Social Media Strategy
- Digital Promotion Strategy / Communication Strategy
- The Selected Agency shall obtain the sign-off from the DIT, BIHAR or its nominee for all the documents submitted for this Project and shall make necessary changes as recommended by DIT, BIHAR before submitting the final version of the documents.
- The Selected Agency shall maintain logs of the internal review of all the deliverables submitted to the DIT, BIHAR or the agency designated by the DIT, Bihar. The logs shall be submitted to the DIT, BIHAR or the designated agency on request.

### 7.7 Governing Language

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

### 7.8 Intellectual Property Rights (IPR)

The IPR in respect of all the processes, software, applications and components, developed in pursuance of this Project, shall vest with DIT, Bihar, immediately on their creation. Following conditions apply:

- Ownership and Title: Title to all the enhancements, point updates and documentation, including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of DIT, Bihar.
- All the deliverables submitted by firm/company under the contract will be the exclusive property of DIT, Bihar.

### 7.9 Copyright

The full copyright of all creative and publicity material produced would rest with DIT Bihar for all time use. This would include full copyright of images used in the creative and publicity material.

### 7.10 Assignments

The firm/company shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without prior written consent of DIT, BIHAR-GoB.

### 7.11 Award of Contract

- a) On acceptance of Proposal for awarding the contract, the BSEDC will notify the successful bidders in writing that their proposal has been accepted and Contract

Agreement will be signed. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.

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

#### 7.12 Monitoring of Contract

- a) An officer or an agency or a committee of officers named **Contract Monitoring Committee (CMC)** may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the contract period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of service delivery is in proportion to the total delivery period given.
- c) If delay in delivery of service is observed a performance notice would be given to the selected bidder to speed up the delivery.

#### 7.13 Payment Terms

1	<b>Successful Setup of the Project Environment</b>	<b>10% Total Project Cost</b>
2	<b>O&amp;M charges will be paid in the form of Quarterly Guaranteed Revenue (QGR) after successful completion of the respective quarters on submission of Invoice along with the requisite reports by the Successful bidder</b>	<b>12.5% of project cost to be paid quarterly in QGR mode for each of the 8 quarters. 10% of project cost paid for successful setting up of Project Environment will be deducted equally during the payment of 8 QGRs</b>

#### 7.14 Bank Guarantee

- 1) The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract
- 2) The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Purchase order for the duration of warranty of any of Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Bihar or Co-Operative Bank of Bihar (operating in India having branch at Bihar/ Patna)
- 3) The Performance security shall be payable to the BSEDC as compensation for any loss resulting from the SI's failure to complete its obligations under the Contract.
- 4) The Performance Security will be discharged by BSEDC and returned to the Bidder on completion of the bidder's performance obligations under the contract.

- 5) In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 6) No interest shall be payable on the PBG amount. BSEDC/ DIT, Bihar may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidders.

### 7.15 Execution of Agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the contract with the bidder and debar the bidder to participate in any future bid.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchased anywhere in Bihar only.

### 7.16 Penalty

#### 7.16.1 Penalty during various phases of the project:

Project Component	Deliverables	Timeline (Max Limit)	Value of Penalty
Setting up full-fledged functional office in Patna.	Bidder should have full-fledged functional office/branch having permanent staff for media analysis/ strategy creation /client service persons etc. and all required infrastructure including computers, laptops, printers, software etc. in Patna.	T + 7 days	After T+7 days, a penalty of 1% of QGR value per week and part thereof up to the maximum value of 3% of the QGR Value. Delay beyond Three (03) weeks would lead to termination of contract.
Takeover and/ or create handles for DIT Bihar on Social Media sites – Facebook, Twitter, YouTube, LinkedIn and setup basic page on each.	DIT Bihar pages are available on mentioned Social media sites	T + 15 days	After T+15 days, a penalty of 0.25% of QGR value per week and part thereof up to the maximum value of 2.5% of the QGR Value.
Deployment of Resources	Successful Deployment of Resources	T+ 15 days	After T+15 days, a penalty of 1% of QGR value per week and part thereof up to the



Project Component	Deliverables	Timeline (Max Limit)	Value of Penalty
			maximum value of 3% of the QGR Value. Delay beyond Three (03) weeks would lead to termination of contract.
Branding Strategy	Successful submission of the strategy document as per scope of work	T + 21 days	After T+21 days, a penalty of 1% of QGR value per week and part thereof up to the maximum value of 5% of the QGR Value. Delay beyond Five (05) weeks would lead to termination of contract.
Centralized theme along with a logo and tagline for branding and promotion of Invest IT Bihar.	Provide minimum 5 set of logo and tagline.	T + 30 days	After T+30 days, a penalty of 0.5% of QGR value.
Media Plan	Successful submission of the plan document as per scope of work	T + 21 days. Thereafter, within the first month of every quarter.	After 21 days/first month of every quarter, a penalty of 1% of QGR value per week and part thereof up to the maximum value of 5% of the QGR Value. Delay beyond Five (05) weeks would lead to termination of contract.
Social Media Strategy	Successful submission of the strategy document as per scope of work	T + 21 days	After T+21 days, a penalty of 1% of QGR value per week and part thereof up to the maximum value of 5% of the QGR Value. Delay beyond Five (05) weeks would lead to termination of contract.
Digital Promotion Strategy / Communication Strategy	Successful submission of the strategy document as per scope of work	T + 21 days	After T+21 days, a penalty of 1% of QGR value per week and part thereof up to the maximum value of 5% of the QGR Value. Delay beyond Five (05) weeks would lead to termination of contract.
Progress Reports	Media related Analytic Reports	On 5 <sup>th</sup> of each month	After 15 <sup>th</sup> of each month, a penalty of 0.25% of QGR value per week.
Progress Reports	Quarterly Progress Reports	At end of each quarter (1st draft for DIT Bihar approval 2 weeks prior to End of	After 15 <sup>th</sup> of first month of next quarter, a penalty of 0.25% of QGR value per week.

Project Component	Deliverables	Timeline (Max Limit)	Value of Penalty
		each Quarter)	
Project Deliverables	Derived Deliverables from the Strategy & Plan Documents	As per agreed timelines as defined from time to time.	After 3 days of agreed timeline, a penalty of 0.5% of QGR value per 3 days and part thereof up to the maximum value of 2.5% of the QGR Value.
Project Deliverables	Other deliverables (as per DIT Bihar's requirements)	As per agreed timelines as defined from time to time.	After 3 days of agreed timeline, a penalty of 0.1% of QGR value per 3 days and part thereof up to the maximum value of 1% of the QGR Value.

**T = Issue of Lol**

#### Important Notes:

- These SLAs shall be strictly imposed and a third party audit/evaluation agency shall be deployed for certifying the performance of the Agency against the target performance metrics as outlined in the tables above.
- All penalties shall be calculated on a quarterly basis unless stated otherwise. If the delays are on the part of the State, then that span of time will be excluded for the purpose of calculation of penalty.
- Cumulative penalty calculation and relative total deduction should not exceed 10% of the Total QGR value.
- Cumulative penalty calculation and relative total deduction of three consecutive QGRs, each exceeding or equal to 10% of the QGR value on account of any reason/reasons will be deemed to be an event of default or termination.

#### 7.16.2 Other Penalties:

- Replacement of resources shall generally not be allowed. The replacement of resource by the bidder shall be allowed only in the case, where the currently deployed resource(s) leaves the organization by submitting his/her resignation. In such cases bidder needs to take prior approval from the DIT, Bihar/ BSEDC before providing replacement.
- The replaced resource will be accepted by the DIT Bihar/ BSEDC only if he/she meets the minimum qualification and experience criterion as mentioned in this RFP and is found suitable to their satisfaction. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the DIT Bihar/ BSEDC.
- In case of failure to meet the requirement of the client (which includes efficiency, cooperation, discipline and performance) DIT Bihar/ BSEDC may ask bidder to replace the resource.

- In case the department ask for the replacement of resource or the bidder agency on its own replaces a resource with the approval of DIT, the bidder agency has to replace the resource within 2 weeks failing to which, may lead to termination of contract.
- Bidder is not allowed to replace the Project Manager whose profile has been submitted at the time of bidding process along the bid documents, with in the First one year of the contract from the date of signing of the contract. Further in un-avoidable circumstances where bidder is not able to retain the resource quoted in the bid, then DIT Bihar/ BSEDC reserves the right to impose the penalty as mentioned below:
  - a) **Within First 6 Months:** - INR 1,00,000 (Rupees One Lakh) per resource per month during the period of non-availability.
  - b) **From 6 months to 1 Year:** - INR 50,000 (Rupees Fifty Thousand) per resource per month during the period of non-availability.
  - c) A penalty of INR 2,00,000 (Two Lakh) per resource will be levied if a resource that has not resigned and is removed/shifted from the project by the bidder.

#### 7.17 Fraud and Corruption

BSEDC/DIT requires that firm/company selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, BSEDC/DIT, BIHAR defines, for the purposes of this provision, the terms set forth as follows:

- “Corrupt practice,” means the offering, giving, receiving or soliciting of anything of value to influence the action of BSEDC/ DIT Bihar or any personnel of firm/company(s) in contract executions.
- "Fraudulent practice" means a miss-presentation of facts, in order to influence a procurement process or the execution of a contract, to BSEDC/ DIT Bihar, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive BSEDC/ DIT Bihar of the benefits of free and open competition.
- “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work, which was given by the BSEDC/ DIT Bihar in Section 4.
- “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- Will reject a proposal for award, if it determines that the bidder recommended for award, has been determined by BSEDC/ DIT Bihar to having been and engaged in corrupt, fraudulent of unfair trade practices.
- Will declare a Firm/company ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it any time determines that the Firm/company has engaged in corrupts, fraudulent and unfair trade practice in competing for, or in executing the contract.

## 7.18 Plagiarism

The selected agency will at no time resort to plagiarism. BSEDC/ DIT Bihar will not be a party to any dispute arising on account of plagiarism resorted to by the agency.

## 7.19 Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidders or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the other party, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

No party shall, without the other party's prior written consent, disclose contract, specifications, plan, pattern, samples or other documents to any person other than an entity employed by the affected party for the performance of the contract.

## 7.20 Termination

Under this Contract, BSEDC may by written notice terminate the contract agreement entered with the firm/company in the following ways:

- a) Termination by Default for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non-adherence to time schedule.
- b) Termination for Convenience in whole or in part thereof, at any time. However, termination for Convenience will be invoked with a notice period of one month.
- c) Termination for Insolvency if the firm/company becomes bankrupt or otherwise insolvent.

In all the three cases termination shall be executed by giving written notice to the firm/company. Upon termination of the contract, payment shall be made to the firm/company for:

- i. Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination
- ii. Any expenditure actually and reasonably incurred prior to the effective date of termination

**No consequential damages shall be payable to the firm/company in the event of such termination.**

## 7.21 Force Majeure

Notwithstanding anything contained in the RFP, the firm/company shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the consulting firm/company and not involving the consulting firm/company's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the DIT Bihar regarding Force Majeure shall be final and binding on the firm/company.

If a Force Majeure situation arises, the firm/company shall promptly notify to the DIT, BIHAR in writing, of such conditions and the cause thereof. Unless otherwise directed by the DIT, BIHAR in writing, the firm/company shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 7.22 Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

### 7.22.1 Amicable Settlement

Performance of the Contract is governed by the terms the conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause shall become applicable.

### 7.22.2 Resolution of Disputes

State and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after fifteen (15) days from the commencement of such informal negotiations, State and the selected Bidder have been unable to amicably resolve dispute, either party may require

that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by the Development Commissioner, GoB.

All negotiations, statements and/or documentation pursuant to these disputed matter shall be without prejudice and confidential (unless mutually agreed otherwise).

The time and resources costs of complying with its obligations under this Governance Schedule shall be borne by respective parties.

All Arbitration proceedings shall be held at Patna, Bihar State, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

### 7.23 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Patna, Bihar courts situated in Bihar only.

### 7.24 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

### 7.25 Limitation of Liability

The aggregate liability of the Selected Agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall be limited to two times of the contract value. The preceding limitation shall also apply to liability arising as a result of the Selected Agency's fraud or willful misconduct in performance of the services hereunder.

### 7.26 Deliverables

The selected bidder's firm/company should have to submit deliverables in hard/ soft copy (including editable soft copy); as desired by the DIT, Bihar/ BSEDC.

### 7.27 Validity of Contract

The validity of the contract is for "the Term" of the contract and shall be extended for further period of one year at the same terms and conditions.

### 7.28 Others

- The Bidder will need to coordinate and approach various agencies working under Industries Dept., Govt. of Bihar; DIT, Govt. of Bihar and likes during course of providing the solution.

- The successful bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Bidder will have to submit the progress reports regularly, as per the guideline issued by DIT Bihar.
- DIT Bihar / BSEDC shall provide office space to the operational onsite resources of selected agency in its own premise during project period. All other expenses related to transportation, consumables, stationary, telephone, food, snacks, etc. in case required, has to be completely borne by the Successful Bidder as part of Contract Agreement.
- Time is the essence of the Project and hence the bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workman like manner on a timely basis. If required and to meet SLAs, the bidder shall pool additional resources to ensure that work is completed within defined time frame with no additional cost to DIT, Bihar/ BSEDC
- The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Bidder also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time time).

## 8. Exit Management

### 8.1 Purpose

- a) This clause sets out the provisions which will apply upon completion of the contract period or upon termination of the agreement for any reasons. The Parties shall ensure that their respective associated entities, in case of BSEDC/ DIT, Bihar, any third party appointed by the DIT Bihar and in case of the Selected Agency, carry out their respective obligations set out in this Exit Management Clause. Exit Management criteria will be a part of Master Service Agreement with detailed information about exit criteria and exit management plan.
- b) The exit management period starts, in case of expiry of contract, or on the date when the contract comes to an end or in case of termination of contract, or on the date when the notice of termination is sent to the Selected Agency. The exit management period ends on the date agreed upon by BSEDC.
- c) The Selected Agency shall pay all transfer costs and stamp duty applicable on transfer of project assets except in case the Project is being terminated due to default of BSEDC, where BSEDC shall be responsible for transfer costs and stamp duty, if any. For clarification of doubt, transfer costs in this Clause relate to taxes and duties applicable due to transfer of the project assets, if any. At the beginning of the exit management period, the Selected Agency shall ensure that:
  1. All Project Assets including the hardware, software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the project is compliant with the Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the contract period;
  2. The Selected Agency delivers relevant records and reports pertaining to the PR & Social Media Partner project and its reports, concepts notes, strategy documents and plan documents including all manuals pertaining thereto and complete as on the Divestment Date;
  3. On request by BSEDC/ DIT Bihar or any third party appointed by BSEDC/ DIT Bihar, the selected agency shall effect such assignments or service provision agreement between selected agency and any third party, in favor of BSEDC/ DIT Bihar or any third party appointed by BSEDC/ DIT Bihar if it is required by BSEDC/ DIT Bihar or any third party appointed by BSEDC/ DIT Bihar and is reasonably necessary for the continuation of services by BSEDC/ DIT Bihar or any third party appointed by BSEDC/ DIT Bihar;
  4. The selected agency shall comply with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the PR and Social Media Partner Project free from all encumbrances absolutely and free of any charge or tax to BSEDC/ DIT Bihar or its nominee



## 8.2 Cooperation and Provision of Information

### a) During the Exit Management Period:

- I. The selected agency will allow BSEDC/ DIT Bihar or any third party appointed by BSEDC/ DIT Bihar, access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable BSEDC/ DIT Bihar or any third party appointed by BSEDC/ DIT Bihar to assess the existing services being delivered;
- II. Promptly on reasonable request by BSEDC/ DIT Bihar or any third party appointed by BSEDC/ DIT Bihar, the selected agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the “Contract”, the Project Plan, SLA and Scope of Work, relating to any material aspect of the services. BSEDC/ DIT Bihar or any third party appointed shall be entitled to copy (including editable soft copies) all such information. Such information shall include details pertaining to the services rendered and other performance data. The selected agency shall permit BSEDC/ DIT Bihar or any third party appointed to have reasonable access to its employees/ facility as reasonably required by BSEDC/ DIT Bihar or any third party appointed to understand the methods of delivery of the services employed by the selected agency and to assist appropriate knowledge transfer.

## 9. Annexure: Forms and Template for Bid Response

### 9.1 Technical Proposal Forms

1. Form – 1: Covering letter
2. Form – 2: Declaration of Acceptance of Terms and Conditions in RFP
3. Form – 3: General Information about the bidder
4. Form – 4: Bidder's Annual Turnover and Net-worth Certificate
5. Form – 5: Bidder's Relevant Experience
6. Form – 6: Particulars of key professionals
7. Form – 7: CV's of key professionals
8. Form – 8: Approach, Work plan and Methodology
9. Form – 9: Power of Attorney for authorised signatory
10. Form – 10: Undertaking on Being Not Black-Listed
11. Form – 11: Undertaking an office premises Bihar (in company letter head)

### 9.2 Financial Proposal Forms

1. Form – 1: Covering letter
2. Form – 2: Financial Bid

## 10. TECHNICAL PROPOSAL FORMS

### Form – 1: Covering Letter

(On Bidder's Letter head)

(Date and Reference)

To,

The Managing Director,  
Bihar State Electronics Development Corporation Ltd. (BSEDC)  
Beltron Bhawan, Shastri Nagar  
Patna - 800023  
Bihar India.

**Sub:** Request for Proposal (RFP) for “Selection of an Agency As Public Relations & Social Media Partner For IT Investment Promotion in Bihar For Department of Information Technology, Government of Bihar”.

We hereby propose to provide solution provider services for “Selection of an Agency As Public Relations & Social Media Partner For IT Investment Promotion in Bihar For Department of Information Technology, Government of Bihar” as outlined in your bidding document.

We have understood the instructions and the terms and conditions mentioned in the Bid Documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required. We hereby confirm our acceptance and compliance to the provisions and terms & conditions contained in the Bid Documents.

We confirm that the prices quoted by us in the "Financial Bid" are firm and shall not be subject to any variation for the entire period of the contract.

We further confirm that any deviation to the clauses found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication whatsoever to Department of Information Technology, failing which the Earnest Money deposit may be forfeited.

We certify that all the information provided in our bid, including the information regarding the team members, is true. We understand that any wilful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with GoB, for a period of maximum three years from the date of such disqualification.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## Form – 2: Declaration of Acceptance of Terms and Conditions in RFP

(On Bidder's Letter head)

(Date and Reference)

To,

The Managing Director,  
Bihar State Electronics Development Corporation Ltd. (BSEDC)  
Beltron Bhawan, Shastri Nagar  
Patna - 800023  
Bihar India.

**Subject:** Request for Proposal (RFP) “**Selection of an Agency As Public Relations & Social Media Partner For IT Investment Promotion in Bihar For Department of Information Technology, Government of Bihar**”.

Ref. No.:

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No. ....] Regarding “**Selection of an Agency As Public Relations & Social Media Partner For IT Investment Promotion in Bihar For Department of Information Technology, Government of Bihar**”.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

### Form – 3: General Information about bidders

<b>Requirements in Technical Bid</b>	
Name of the Company / Firm	
Date of Incorporation (Registration Number & Registering DIT) VAT No., CST No., PAN No.	
<b>Legal Status of the Company in India &amp; Nature of Business in India:</b> <i>Public Ltd Company / Private / Partnership firm</i>	
Address of the Registered Office in India	
Date of Commencement of Business	
Address of the office in Bihar (if any)	
<b>Details of the Contact Person:</b> Name: E-mail id: Phone number Fax number	
Web-Site	
Quality Certifications attained by the firm – CMMi certification issued date and expiry date	
ISO certification issued date and expiry date	

Note: Please provide incorporation certificate, PAN Card and GST registration details

**Form – 4: Bidder’s Annual Turnover and Net-worth Certificate**  
**(On Applicant’s Statutory Auditor’s letterhead)**

**TURNOVER CERTIFICATE**

Date:

This is to certify that we M/s----- are the statutory Auditors of M/s-----  
-----and that the below mentioned calculations are true as per the Audited Financial  
Statements of M/s----- for the below mentioned years:

Sr. No	Financial Years	Annual Revenue
1	2016-17	
2	2017-18	
3	2018-19	

**Note: -**

*Please attach Audited Annual Financial Statements for all the corresponding years*

## Net Worth Certificate

(On Applicant's Statutory Auditor's letterhead)

### NET WORTH CERTIFICATE

Date:

This is to certify that we M/s----- are the statutory Auditors of M/s-----and that the below mentioned calculations are true as per the Audited Financial Statements of M/s-----for the below mentioned years:

S.No.	Items	2016-2017	2017-2018	2018-2019
1	<b>Paid up Share Capital (A)</b>			
2	<b>Add: Free Reserves S (B)</b>			
3	<b>Less: Deferred Payment if any (C)</b>			
4	Amount of probable impact on reserves due to audit qualification (D)			
5	<b>Net Worth (F) =(A)+(B)-(C)-(D)</b>			

Place:

Bidder's signature and seal.

Date:

Name of the Firm:

**Note:** Please attach audited Balance Sheets and IT returns statements to confirming the figures mentioned in columns (2).



### Form – 5: Bidder’s Relevant Experience Certificate

Please provide information as per the criteria set so as to facilitate fair evaluation:

<b>Assignment Name:</b>		<b>Country:</b>
<b>Location within Country:</b>		<b>Professional Staff Provided by your Firm / entity (profiles):</b>
<b>Name of Client:</b>		<b>No. Of Staff:</b>
<b>Address &amp; Contact Number:</b>		<b>No. Of Staff-Months: Duration of assignment:</b>
<b>Start Date (Month/Year):</b>	<b>Completion Date (Month/Year):</b>	<b>Approx. Value of Services (in Rupees):</b>
<b>Name of Associated firm (s) if any:</b>		<b>No. Of Months of Professional Staff provided by Associated firm (s):</b>
<b>Name of senior staff (Project Director / Coordinator, Team Leader) involved and functions performed:</b>		
<b>Narrative description of Project:</b>		
<b>Description of Actual Services provided by your staff:</b>		

Note: Kindly attach work order / work completion certificate

**Form – 6: Particulars of key professionals**

Sr.No	Name	Educational Qualification	Length of Professional Experience	Present Employment (Name of the Employer & Employed Since)	Number of Eligible Assignments

**Form – 7: CV's of key professionals**

1	Proposed Position:				
2	Name of Firm:				
3	Name of Staff:				
4	DOB:				
5	Nationality:				
6	Education:				
7	Membership of Professional Associations:				
8	Other Training:				
9	Country of Work Experience:				
10	Language				
11	Detailed Task assigned:				
12	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned				
Year	Location	Employer	Main project feature	Position held	Activities performed

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Yours Sincerely

Name:

Designation:

Seal:

Date:

Place:

### **Form – 8: Approach, Work Plan and Methodology**

The descriptive part of submission under this will be detailed precisely under the following topics.

#### **A. Understanding of TOR [not more than Two pages]**

The Applicant will submit his understanding of the TOR specified in the RFP in a brief manner underlying the crucial and important aspects of it. The Applicant may supplement various requirements of the TOR if he considers this would bring more clarity and improvements over the existing requirements and assist in achieving the Objectives laid down in the TOR. Also the applicant will cite other assignments and campaigns with similar objectives and highlight the key takeaways and learnings relevant to this assignment.

#### **B. Proposed Approach [not more than Two pages]**

#### **C. Methodology and Work Plan [not more than two pages]**

The Applicant will submit his methodology for carrying out this assignment to achieve the Objectives laid down in the TOR. The Applicant will submit a brief write up on their proposed team and organization of personnel explaining how various areas of expertise needed for this assignment have been fully covered by their proposal. In case the Applicant is a consortium, it should specify how expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and quality assurance plan for carrying out the Consultancy Services.

**Form – 9: Power of Attorney for signing authorities**  
**(On Rs. 100/- court stamp paper)**

Know all men by these presents, we, -  
..... (Name of Firm and address of  
the office) do hereby constitute, nominate, appoint and registered.

Authorize

Mr./MS..... Son/daughter/wife and presently  
residing at .....Who is presently  
employed with/ retained by us and holding the position of .....as  
our true and lawful attorney (hereinafter referred to as the “Authorized Representative”)  
to do in our name and on our behalf, all such acts, deeds and things as are necessary  
or required in connection with or incidental to submission of our Proposal for and  
selection to work as Request for Proposal (RFP) for “**Selection of an Agency As  
Public Relations & Social Media Partner For IT Investment Promotion in Bihar For  
Department of Information Technology, Government of Bihar**”, including but not  
limited to signing and submission of all applications, proposals and other documents  
and writings, participating in pre-bid and other conferences and providing information/  
responses to the BSEDC/ DIT Bihar, representing us in all matters before BSEDC/ DIT  
Bihar, signing and execution of all contracts and undertakings consequent to  
acceptance of our proposal and generally dealing with the DIT in all matters in  
connection with or relating to or arising out of our Proposal for the said Project and/or  
upon award thereof to us till the entering into of the Agreement with the BSEDC/ DIT  
Bihar.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done  
or caused to be done by our said Authorized Representative pursuant to and in  
exercise of the powers conferred by this Power of Attorney and that all acts, deeds and  
things done by our said Authorized Representative in exercise of the powers hereby  
conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED  
THIS POWER OF ATTORNEY ON THIS..... DAY OF ....., 2019

For.....

(Signature, name, designation and address)

Witnesses:

1

2

Notarized

Accepted

.....

(Signature, name, designation and address of the Attorney)

## Form – 10: Undertaking on being not black listed

(On Rs. 100 court stamp paper)

This is to certify that << **COMPANY NAME** >> is not blacklisted by the Government of Bihar or any of its agencies for any reasons whatsoever and not blacklisted by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices and not backed out from executing the work after award of the work as on the XX/XX/2019.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date

Place

## Form – 11: Undertaking on office premises

(On Bidder's Letter head)

This is to certify that << **COMPANY NAME** >> is not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date:

Place:

## Form – 12: Bank Guarantee for Earnest Money Deposit

To,  
<Name>  
<Designation>  
<Address>  
<Phone Nos.>  
    <Fax Nos.>  
    <Email id>

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #

<<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to Bihar State Electronics Development Corporation (BSEDC)

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the Bihar State Electronics Development Corporation (BSEDC) (hereinafter called "the Purchaser") in the sum of INR <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
  - (a) Withdraws his participation from the bid during the period of validity of bid document; or
  - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed INR <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:



## 11. FINANCIAL PROPOSAL

### Form – 1: Covering Letter

(On Bidder's Letter head)

(Date and Reference)

To,

The Managing Director,  
Bihar State Electronics Development Corporation Ltd. (BSEDC)  
BSEDC Bhawan, Shastri Nagar  
Patna - 800023  
Bihar India.

**Sub:** Request for Proposal (RFP) for “**Selection of an Agency As Public Relations & Social Media Partner For IT Investment Promotion in Bihar For Department of Information Technology, Government of Bihar**”.

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm for the “**Selection of an Agency As Public Relations & Social Media Partner For IT Investment Promotion in Bihar For Department of Information Technology, Government of Bihar**”

I/We agree that this offer shall remain valid for a period of 180 days (One Hundred and Eighty Days) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Form – 2: Financial Bid**

S. No	Manpower Proposed	Number of Months	Monthly Rate (INR)	Total for project period*
	A	B	C	D = B x C
	<b>Total Manpower Cost</b>			
	<b>Amount in Words</b>			

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Note:

1. The deployment of resources will be as per requirement under the assignment.
2. The agency may deploy additional resources to complete the tasks under the assignment within the given time frame. However no additional payment would be made for the deployment of additional resources.