



DEPARTMENT OF INFORMATION TECHNOLOGY
GOVERNMENT OF BIHAR

Request for Proposal for Empanelment of Event Management Agency for Department of Information Technology

Last Date for Submission of Proposal : 10th April 2023, upto 14:00 Hrs

DISCLAIMER

This Request for Proposal (RFP) for Empanelment of Event Management Agency at Information Technology (hereinafter referred to as the “RFP”) contains brief information about the scope of work and qualification process for the Empanelment of Agency. The purpose of the document is to provide the Bidders (hereinafter referred to as “Bidder/s”) with information to assist the formulation of their proposals (hereinafter referred to as the “Proposal/s”).

This RFP is not an agreement and is neither an offer by the Department of Information Technology, Bihar Government (DIT) to the prospective Bidder/s or any other person. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not support to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy, and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. DIT or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. DIT reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the DIT may deem fit without assigning any reason there of.

DIT reserves the right to accept or reject any or all proposals without giving any reasons there of. DIT will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the proposals to be submitted in response to this RFP Document.

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

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Government of Bihar
Department of Information Technology
2nd Floor, Technology Bhawan, Vishweswaraiya
Bhawan Campus, Bailey Road, Patna - 800015.

Invitation Notice for Empanelment of Event Management Agency

Department of Information Technology, Government of Bihar invites proposal from Event Management Companies/ Firms for managing events of Department of Information Technology Government of Bihar. Detailed Request for Proposal (RFP), background and guidelines for submitting the proposal can be downloaded at <https://state.bihar.gov.in/dit> and www.bsedc.bihar.gov.in from 14:00 Hrs of 20.03.2023 to 14:00 Hrs of 10.04.2023. Last date for submission of proposal is 10.04.2023 upto 14:00 Hrs in a sealed envelope super scribing “**Request for Proposal for Empanelment of Event Management Agency for Department of Information Technology**” to **Department of Information Technology 2nd Floor, Technology Bhawan, Vishweswaraiya Bhawan Campus, Bailey Road, Patna - 800015.**

Sd/-
Principal Secretary
Department of Information Technology

Important dates & information

Authority	Department of Information Technology, Government of Bihar
Official Address	Department of Information Technology, Government of Bihar 2 nd Floor, Technology Bhawan, Vishweswaraiya Bhawan Campus, Bailey Road, Patna - 800015. Phone No : +(91) - 612 - 2547315. Mail Id : prsec_it@bihar.gov.in
Name of document	RFP for Empanelment of Event Management Agency for Department of Information Technology
Website for downloading RFP documents	https://state.bihar.gov.in/dit and www.bsedc.bihar.gov.in
RFP Availability on website	14:00 Hrs. of 20.03.2023 to 14:00 Hrs. of 10.04.2023
Proposal Submission Address	Department of Information Technology, Government of Bihar 2 nd Floor, Technology Bhawan, Vishweswaraiya Bhawan Campus, Bailey Road, Patna - 800015.
Last Date & Time for Submission of Proposal	10.04.2023 upto 14:00 Hrs
Last date of submission of queries	27.03.2023 at 14:00 Hrs. through email ShefaliShyam@bihar.gov.in
Pre Bid Meeting	28.03.2023 at 11:00 Hrs
Pre Bid Clarification	Pre Bid Clarification will be uploaded on https://state.bihar.gov.in/dit and www.bsedc.bihar.gov.in by 31.03.2023 at 14:00 Hrs.
Opening of Proposal	10.04.2023 at 15:00 Hrs
Technical Evaluation	The Agencies who qualify in Pre-Qualification evaluation shall be informed
Contact Person Details	Ms.Shefali Shyam – 9718349414 ShefaliShyam@bihar.gov.in

1 Indicative Scope:

The broad scope of services required under through this RFP, shall be inter alia as briefed below:

Execute small, medium and large-scale events conducted / participated by Department of Information Technology, Government of Bihar (DIT).

1.1 Empanelment Period: 02 years (24 Months) from the Date of Signing of Agreement.

1.2 Earnest Money Deposit (INR): Rs. 1,00,000/- (INR One Lakh only)

1.3 Instructions:

- i. The detailed Request for Proposal document can be downloaded from 14:00 Hrs of 20.03.2023 to 14:00 Hrs of 10.04.2023 at <https://state.bihar.gov.in/dit> and www.bsedc.bihar.gov.in.
- ii. Duly completed proposal along with other prerequisites/ documents in support of eligibility criteria etc. and information as per formats given in RFP must be submitted physically in a sealed envelope super scribing “**Request for Proposal for Empanelment of Event Management Agency for Department of Information Technology**” to **Department of Information Technology 2nd Floor, Technology Bhawan, Vishweswaraiya Bhawan Campus, Bailey Road, Patna – 800015 upto 10.04.2023 till 14:00 Hrs.**
- iii. Bidders shall not tamper/modify this RFP. In case if the same is found to be tempered/modified in any manner, proposal will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with DIT.
- iv. Intending tenderers are advised to visit regularly till closing date of submission of RFP for any corrigendum/addendum/amendment.

2.1 Scope of Services

The DIT is seeking to empanel event management agencies to conceptualise, plan and execute events.

The empanelment with the successful event management agencies will be from the Date of Signing of Agreement till 2 years.

The small, medium and large scale events the DIT is seeking to organise and execute are:

- i. State and Central Government department’s delegation review meetings.
- ii. Seminars and Workshops for various stakeholders
- iii. Training, Induction and Orientation workshops
- iv. Exhibitions and Promotional Events
- v. Projects, Products and services inauguration ceremonies
- vi. Capacity building workshops
- vii. Press Conferences and Media Interaction Workshops
- viii. Conclaves and Summits
- ix. Talk Shows and Performances
- x. Cultural Events
- xi. Promotional Events

The list is non-exhaustive and indicative.

The bidder will be directly responsible for ensuring operational service levels and that the performance is met as per terms and conditions defined in this document. Bidder will be directly reporting to the officer authorised by DIT Bihar

2.1.1 Detailed scope of services

Detailed scope of work for Bidder is mentioned below.

1. Serve as an Empaneled Event Management Agency for Department of Information Technology, Government of Bihar for executing multiple events as specified in (but not limited to) Clause 2.1
2. Assistance in preparation of a schedule of events pertaining to the management and organisation of DIT under the non-exhaustive list as specified in Clause 2.1
3. Based on the inputs received from the DIT and its allied stakeholders, preparation and presentation of detailed event plans on the detailed categories of events as specified in Clause 2.1 (but not limited to). Standard plans to include event concept, event layout, event theme development, quality of visual appeal etc. of each location in the premises. Preparation of a contingency plan for events.
4. Designing of venue site plans, presentation and execution of the same post approval of the DIT and its appointed authorised representatives.
5. Crowd management and planning along with circulation planning during planned events in association with the, Police, CRPF and security agency, with designated entry-exit points, eatery zone, facility for drinking water and toilets, parking zone etc must be designated at an initial stage. Deploy adequate crowd managers during the time of event to ensure effective execution of crowd management plan and circulation strategies. Providing additional security guards at most important locations of the entire event venue which should include but not limited to entry gates, main arena, lunch area, etc.
6. Provision of the required overlay and tentages for the events as per separately issued work order for each event, inclusive of its mobilisation, installation & decommissioning and operations & maintenance.
7. Conceptualisation and provision of Venue Décor and Branding plans, presentation of the concepts, designs and themes and post approval, execution of the same for every event that may be organised during the empanelment period.
8. Design and printing of event specific folders/brochures/envelopes/stationary post approvals from the DIT or its authorised representative.
9. Design and printing of event specific branding material on flex/vinyl, post approval from the DIT or its authorised representative as specified in the published BOQ.
10. Set Designing and 3D rendering of the Set. Onsite Event Fabrication and Onsite Technical Setup.
11. Printing & production of Invitation Card/ e-invites/ social media content. Airport and Hotel coordination for any branding requirement. Creation of content for social media posts and offline media. Coordination with outreach agency for publicity of events.
12. Sourcing of any specialist as per event requirement e.g. Music bands, motivational speakers, singers, dance troupes etc. Sourcing of specialists with technical competence for handling event and related activities and ushers as per event requirement.
13. Providing catering coordination services as per event requirement given by DIT.
14. Local liaising with Hotel/ Location/ Stakeholders for smooth event setup and operations

15. Provision of DG sets for adequate power supply at the event venues, inclusive of their operating licences and safety certificates, fuelling and required technical operators
16. Provision of event photography, videography and drone services including post editing for the events along with the deployment of the required professional workforce and compilation of photographs and video reports of the event.
17. Provision, operations and maintenance of LED screens, plasma television screens and sound systems for all the events organised during the empanelment period. Provision of technical workforce for operations & maintenance of all above mentioned items
18. Provision of electrical works, temporary lighting works and Air conditioning units with the required wiring and cabling along with the procurement of safety certificate and NOC's from the concerned regulatory authorities. All the items should be as per the specifications detailed in the published BOQ
19. Designing and printing of offset and digital branding material (audio/ video content including anthem, short films, TV Ads, anecdotes, video bites, testimonials) and event collaterals shall be taken up for events.
20. Scoping and provision of Male and Female ushers as per the requirement of event organised. The Ushers should be trained with adequate experience in events. The agency shall bear the cost of the Ushers logistics, food & beverage arrangements, accommodation, travel including local travel, event uniforms etc. The uniform designs shall be approved by the DIT or the authorised representatives of the DIT.
21. Scoping and Provision of service staff for Housekeeping, Cleaning and waste management for the events in discussion. Their responsibilities shall be (but not limited to) –cleaning and waste management services for the venue and maintenance of all chemical toilets and VVIP toilets deployed for the event. Procurement and supply of the required consumables shall be undertaken by the Agency post deliberation with the DIT or its authorised representatives and shall be billed by the agency to the user as per listed and material procured. The Housekeeping staff should be trained with adequate experience. The agency shall bear the cost of their logistics, food & beverage arrangements, accommodation, travel including local travel, their uniforms etc.
22. Post event cleaning and disposal of waste will be responsibility of empanelled agencies be carried out expeditiously after the event. Safe keep of left-over promotional material, if any.
23. The agencies will have to deploy adequate human resources as and when required during the time of event for crowd management, security and general circulation. It shall be agencies' responsibility to ensure zero mishaps of stampede or any such untowardly occurrence during these events.
24. The agency shall prepare event report for every event including items, specifications, human resources and any other specifications as required by DIT. Submission and acceptance of report by competent authority of DIT will be required for invoicing purposes.
25. Event may be organized across India/ World.

Note: Above list is indicative only. Selected empanelled agencies must undertake and deliver any other event related aspect that DIT may brief.

2.2 Project Considerations

- 2.2.1** DIT shall nominate a point of contact from its management team or a team to liaise and coordinate with the agency in regards to planning, organisation and execution of the events

in discussion.

- 2.2.2** The Agency shall prepare a work plan and submit it to the DIT and its appointed representatives for review and deliberation, detailing the timelines of designing of event theme, mobilisation of material, installation and de commissioning schedule for the event.
- 2.2.3** All equipment and material being installed by the event agency as per the requirement of the event in discussion and shall be of superior quality and in excellent working condition with the required technical workforce and qualified personnel to certify the works being executed. The technical workforce shall be present during the commissioning and setup stage till the time of effective closure of the event. Details of the technical workforce shall be shared in writing with the DIT, 7 days prior to the commencement of the event in discussion.
- 2.2.4** The event venue identified shall be made operational with all the agreed items and components 2 days prior to the commencement of the event in discussion for readiness and testing or as per requirement.
- 2.2.5** The Agency shall be responsible for obtaining all the necessary licenses, permissions and NOC's relating to the organisation and conduct of the events in discussion and shall share copies of the permissions, licences and NOC's to the DIT and its appointed authorized representatives. All associated costs to be borne by the Agency. Any default in non-compliance of procurement of the required licences from the concerned regulatory authority shall be the responsibility of the Agency. The DIT shall not be liable for any non-compliance on this act.
- 2.2.6** The Agency shall digitally document the event preparation and setup process and document the proceedings of the event in a standard template/format. A Minimum number of 100 high quality photographs per event shall be captured and submitted to the / user digitally via pen drive or hard drive detailing all the aspects of the events in discussion no later than 7 days post the completion of each event in discussion. In events by DIT the agency shall ensure the complete confidentiality of the digital material and that there is no unauthorized distribution of the audio/visual documentation. Any use of the digital content by the agency for its publication shall be requested by the agency to the DIT in writing.
- 2.2.7** The Agency shall consider all environmental compliance requirements prior to the commencement of the fabrication works and post closure of the event in discussion. The Agency shall be responsible for the removal and disposal of all waste material produced. The identified venue for the event in discussion shall be retro fitted in the same way that it had been provided to the agency. The DIT shall not be liable for any non-compliance on this act.
- 2.2.8** Empanelled agencies shall be responsible for the damage(s) done to any property or injury to any person whatsoever caused by it or anybody in his employment or caused in consequence of his work. He will indemnify and keep the DIT indemnified against claims demands proceedings charges, cost charges and expenses whatsoever in respect of or in relation to any such injuries or damages. Empanelled agencies shall take a necessary precaution for the safety of his employees on the work and shall comply with all applicable provision of safety laws and building codes to prevent accident or injuries to persons on the work.
- 2.2.9** In the instance of working at night, Empanelled agencies shall provide sufficient lighting, safety arrangements for working staff to the satisfaction of DIT. Any order or approval issued

under this Clause by the DIT shall not relieve empanelled agencies from or diminish its obligations under this RFP.

2.3 Payment schedule, deliverables and timelines

The empanelled agencies will be required to raise an invoice. The DIT will release the payment to the empanelled agencies within 60 days or after acceptance of invoice. All invoices along with event report (asper clause 2.1.1) will be submitted to office of the DIT

Payment Terms: -

- i. The payment is subject to quantity verification of items delivered or installed during event.
- ii. The DIT shall make such payment within 60 days of receipt of invoice. A separate work order for every event organised by DIT will be issued separately.
- iii. The payment shall be made subject to deduction of applicable taxes.
- iv. Invoices should be submitted within 20 days of successful execution of events.
- v. 100 % payment would be released upon successful completion of events.
- vi. All invoices must contain details of an Indian bank account to which payments are to be made.
- vii. The cost of mobilisation of materials, equipment, cost of labour, taxes, transport, and logistics shall be borne by the agency. The DIT shall not be liable to reimburse the agency on anything additional other than the rates quoted for the Items in the Published BOQ for the event in discussion.

3 Eligibility and Evaluation Criteria

The bidders shall be evaluated on the basis of fulfilling eligibility criteria. DIT reserves the right to verify the claims made by the Bidders and to carry out the capability assessment of the Bidders and the DIT's decision shall be final in this regard. DIT may, in its absolute discretion, waive any of the conditions and/or requirements in the RFP in respect of any or all of the bidders. **The Bidders must carefully examine the below mentioned eligibility criteria. The bidders who qualify in Pre-Qualification Evaluation based on eligibility criteria shall only be eligible for Technical Evaluation.**

3.1 To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

#	Eligibility Conditions	Documentary proof to be submitted
1	The Bidder must be registered under the Companies Act,1956/Partnership firm registered under the Partnership Act 1932 or Proprietorship firm or LLP under Limited Liability Partnership act of 2008.	LLP/Proprietorship/Partnership/Company registration certificate.
2	The Bidder should have a minimum 3 years of work experience in event management services including event organization, planning, management and execution. All relevant proof such as work orders/ empanelment agreement etc. should be enclosed	Attested copy of supporting Work Order or Completion Certificate duly signed by Authorized representative of Client.
3	The Bidder must have a minimum average annual turnover of INR 25 Cr. over the past three financial years (2019-20, 2020-21 & 2021-22). C.A	Duly attested certificate from the Statutory Auditor/ Chartered Accountant as per

	Certificate of this effect and audited balance sheets/profit and loss accounts/Annual reports of the past three financial years should be enclosed.	FORM 2B: Financial capacity certificate of the bidder. Audited Financial statements – CA certificate for i. Turnover, ii. Balance Sheets, iii. Profit and Loss Accounts
4	The bidder must have successfully provided event management services including event organisation, planning, management and execution in the past 5 years of empanelment value of at least: i. 1 project of empanelment value of INR 2 Cr or ii. 2 projects of empanelment value of INR 1 Cr with state or central level government departments/PSU's/Trade Organisations like CII. Copy of completion certificate shall be enclosed for this effect	Attested copy of supporting Work Order or Completion Certificate duly signed by Authorized representative of Bidder
5	Bidder should be registered with the Income Tax, Goods and Services Tax, Employees Provident Fund Organization, Employees State Insurance Corporation and should carry a valid PAN Number	i. GST Registration ii. EPFO Registration, iii. ESIC Registration to be submitted along with FORM 2A Bidder's organization iv. Copy of Pan Card. All supporting documents must be duly signed by Authorized representative of Bidder.
6	Bidder must not be under any declaration of ineligibility by any Government authority and should not be blacklisted with any of the government project as on date of proposal	Undertaking as per Form 5: Undertaking. Undertaking needs to be provided in organizations letter head of bidder duly signed by Authorized representative of Bidder
7	Bidder, should have a positive net worth during the previous three financial years	i. Duly attested certificate from the Statutory Auditor/ Chartered Accountant as per ii. FORM 2B: Financial capacity certificate of the bidder.
8	The Agency should have a local support office at Bihar and should provide the supporting documents for the same.	iii. Duly attested address proof

9	The Agency should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Trust or a judicial pronouncement or arbitration award against the Agency, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Agency.	Declaration as per Form 6: Declaration on company's letterhead signed by authorised signatory of the bidder
10	EMD as specified in the Clause 1.2 and 4.3.1.1 must be submitted Note- Exemption of EMD will only be given to MSME/ NSIC registered bidders. Such bidder shall submit valid supporting certificate as per instructions in this RFP for submission of EMD.	Proof of submission of EMD

3.2 Technical Evaluation

The Agencies who qualify in Pre-Qualification evaluation shall be informed

#	Parameter	Score
1	Past experience (number of years) in event management services including event organization, planning, management and execution with state or central level government departments	20
	(a) 3 to 5 years -12 Marks	
	(b) 5 to 8 years -16 Marks	
	(c) 8 years and above -20 Marks	
2	Average annual turnover of three out of past five years	30
	(a) 25 – 35 Crore -18 Marks	
	(b) 35 – 45 Crore -24 Marks	
	(c) 45 Crore and above -30 Marks	
3.	Experience of organizing/ managing/conducting various State level events in last 5 years.	30
	(a) 2 to 4 projects -18 Marks	
	(b) 4 to 6 projects -24 Marks	
	(c) 6 + projects -30 Marks	
	Minimum project value of single project should be more than 1 Cr.	
4.	Technical Presentation by bidder which shall include understanding of the DIT requirement, proposed solution, relevant experience and proposed plan to execute events.	20
	Maximum Marks	100

Marks will be awarded out of 100. The minimum qualifying marks in the technical bid evaluation based on scoring model will be 65 marks. However, if the DIT does not receive sufficient applications for the minimum qualifying marks of 65, then the DIT reserves the right to reduce the qualifying marks. The application of Bidder who have not obtained the minimum qualifying marks will be rejected.

4 Instructions to Bidders

4.1 General Instructions

4.1.1 Number of Proposals and respondents

- i. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
- ii. The RFP is non-transferable

4.1.2 Proposal preparation cost

The Bidders shall bear all costs associated with the preparation and submission of the Proposal. DIT will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.

4.1.3 Right to accept and reject any or all the Proposals

Notwithstanding anything contained in this RFP, DIT reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

DIT reserves the right to reject any Proposal if:

- i. At any time, a material misrepresentation is made or discovered,
or
- ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals,
or
- iii. The Bidder does not adhere to the formats provided in the Annexure VI: Technical Proposal to the RFP while furnishing the required information/details.

4.1.4 Amendment of the RFP

At any time prior to the Proposal Due Date (PDD), the DIT, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the <https://state.bihar.gov.in/dit> and www.bsedc.bihar.gov.in through a corrigendum and this shall form an integral part of the RFP. The relevant clauses of the RFP document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above mentioned websites from time to time for any amendment in the RFP document/s. The DIT shall not be responsible for failure to get/download the amendments. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, DIT may, at its own discretion, extend the PDD.

4.1.5 Data identification and collection

4.1.5.1 It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

4.1.5.2 It would be deemed that by submitting the Proposal, the Bidder has:

- i. Made a complete and careful examination and accepted the RFP in totality.
- ii. Received all relevant information requested from DIT and:
- iii. Made a complete and careful examination of the various aspects of the Scope of Work.

4.1.5.3 DIT shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

4.2 Preparation and Submission of Proposals

4.2.1 Language and currency

4.2.1.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

4.2.1.2 The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

4.2.2 Format and signing of Proposal

4.2.2.1 Bidders should provide all the information as per the RFP and in the specified formats. DIT reserves the right to reject any Proposal that is not in the specified formats.

4.2.2.2 DIT reserves the right to cancel any or all Proposals without assigning any reason.

4.2.3 Proposal opening

4.2.3.1 DIT will open all RFPs, in the presence of Bidder`s representatives who choose to attend on the prescribed date of opening at the DIT office.

4.2.3.2 The DIT will prepare minutes of RFP opening.

4.2.4 Confidentiality

4.2.4.1 Information relating to the examination, clarification, evaluation and recommendation for the short listed Bidder/s shall not be disclosed to any person not officially concerned with the process.

4.2.4.2 After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of empanelment shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

4.2.5 Tests of responsiveness

4.2.5.1 Prior to evaluation of the Proposals, DIT will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:

- i. It is received or deemed to be received by the due date and time including any extension there of pursuant.
- ii. It contains all information as desired in this RFP.
- iii. Information is provided as per the formats specified in the RFP.
- iv. RFP must accompanied with EMD

4.2.5.2 DIT reserves the right to reject any proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DIT in respect of such proposal.

4.2.6 Clarifications sought by DIT

4.2.6.1 To assist in the process of evaluation of Proposals, DIT may, at its sole discretion, ask any Bidder

for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

4.2.7 Proposal evaluation

- 4.2.7.1 Submissions from Bidders would first be checked for responsiveness as set out in Clause 3.1
- 4.2.7.2 All Proposals found to be substantially responsive shall be evaluated as per the Technical Evaluation Criteria set out in Clause 3.2 of this RFP.
- 4.2.7.3 The Proposal containing the Technical Details in Clause 3.2 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

4.2.8 Award of Work

As and when required, there shall be limited tender among the empanelled agencies as bid has to be submitted as per ToR. Agency quoting least cost shall be awarded work.

4.3 Earnest Money Deposit (EMD)

Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount of Rs. 1,00,000/- (INR One Lakh only) in the form of Demand Draft in favour of “ **Principal Secretary, Department of Information Technology, Government of Bihar**” and proof of the same to be shared along with the RFP. EMD shall remain valid for a period of 3 Months. Proposal without EMD are liable to be rejected.

4.3.1.2 The EMD shall be forfeited by DIT in the following events:

- i) If RFP is withdrawn during the validity period or any extension agreed by the bidder thereof.
- ii) If a Bidder submits a Non-Responsive Proposal or if any information or document furnished
- iii) By the Bidder turns out to be misleading or untrue in any material respect;
- iv) If the Proposal is varied or modified in a manner not acceptable to DIT after opening of
- v) Proposal during the validity period or any extension thereof.
- vi) If the bidder tries to influence the evaluation process.

4.4 Power of Attorney

The Bidder should submit a Power of Attorney in the format specified at FORM 3: Power of Attorney for authorised representative authorizing Bidder’s representative as signatory of the proposal to commit the Bidder.

4.5 Conflict of Interest

4.5.1 Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Bidder under any of the circumstances set forth below:

Conflicting Assignment/job: A bidder or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same Employer.

Conflicting Relationships: A bidder that has a business or family relationship with a member of the DIT’s staff who is directly or indirectly involved in any part of

- the preparation of the Terms of Reference of the Assignment/job,
- the selection process for such Assignment/job, or
- supervision of the Empanelment, may not be awarded a Empanelment, until and unless the conflict

- stemming from this relationship has been resolved in a manner acceptable to the DIT.

4.5.3 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of DIT, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Empanelment.

4.6 Pre-Bid Meeting

4.6.1 DIT shall hold a pre bid meeting with the prospective bidders **28.03.2023 at 11:00 Hrs** .

4.6.2 The queries should be sent to DIT in the following format (preferably in an excel file) through email at ShefaliShyam@bihar.gov.in on or before **27.03.2023 at 14:00 Hrs**.

Agency's Name		M/s.		
Sr.No.	RFP Page No.	Relevant Section / Annexure of RFP	Relevant Content from RFP	Bidders's Query /Comment

4.6.3 DIT shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests received for clarifications after the indicated date & time may not be entertained by DIT.

4.6.4 DIT will endeavor to provide a complete, accurate, and timely response to all queries raised by the bidders. However, DIT makes no representation or warranty as to the completeness or accuracy of any response, nor does DIT undertake to answer all the queries that have been posed by the bidders and bidders shall not assume that their unanswered queries have been accepted by DIT.

4.6.5 Pre Bid Clarification will be uploaded on <https://state.bihar.gov.in/dit> and www.bsedc.bihar.gov.in by 31.03.2023 at 14:00 Hrs.

5 General Conditions of Empanelment

5.1 General Provision

5.1.1 Law Governing Empanelment

This Empanelment, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

5.1.2 Language

This Empanelment has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Empanelment.

5.1.3 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Empanelment 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.

A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

5.1.4 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Empanelment by the DIT or the Selected Bidder may be taken or executed by the officials specified in the Empanelment.

5.1.5 Taxes and Duties

- a) GST and any other applicable taxes shall be exclusive of fee quoted by the Selected Bidder.
- b) The Selected Bidder shall provide a valid GST registration number issued by the concerned Statutory DIT.
- c) The financial liability on account of any other applicable taxes, as may be applicable on the amounts received by the Selected Bidder from DIT or any procurement done by the Selected bidder shall be solely borne by the Selected Bidder. The Selected Bidder alone shall be responsible in all respects for the payment of all taxes including Income Tax etc. in a timely manner and filing the returns in respect thereof as per the applicable laws.
- d) However, towards compliance with the applicable Tax laws, DIT shall deduct applicable taxes from the payments to be made by DIT to Selected Bidder and Selected Bidder shall not object to the same.

5.1.6 Fraud and Corruption

For the purpose of this Empanelment, the terms set forth below as defined as follows:

- a. "corrupt practice" means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in empanelment execution;
- b. "fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a empanelment;
- c. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- d. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of the empanelment.

5.1.7 Measures to be taken

DIT will cancel the Empanelment if representatives of the Selected Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the empanelment. DIT will sanction the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a empanelment if it at any time determines

that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said empanelment.

5.1.8 Liquidated Damages

5.1.8.1 Liquidated damages may be imposed on the Selected Bidder by the DIT in case of the following –

- a. Any service is not found as per the prescribed norms or is not carried out in time,
- b. Damages incurred to the property of Information Technology (such as damage to civil works, finishing works etc.) during discharge of bidder's duties

5.1.8.2 Value of liquidated damages shall be decided by the DIT as per the actual cost of damaged goods or non - provided services. In case of dispute on the value of liquidated damages, the decision of DIT shall be final and binding.

5.1.8.3 If the Selected Bidder delays the works or the work is not satisfactory, the DIT may execute the work at the risk and at the cost of the Selected Bidder from any other selected agency.

5.2 Commencement, Completion, Modification and Termination of Empanelment

5.2.1 Effectiveness of Empanelment

This empanelment shall come into effect from the date the empanelment is signed by both Parties.

5.2.2 Expiration of empanelment

Unless terminated earlier pursuant to Clause 5.4 of General Conditions of empanelment, this empanelment shall expire at the end of such time period after the Effective Date as specified in the RFP.

5.2.3 Modifications or Variations

Any modification or variation of the terms and conditions of this empanelment, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

5.3 Force Majeure

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies

Force Majeure shall not include

- Any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Agency or agents or employees, nor
- Any event which a diligent Party could reasonably have been expected to both
- Take into account at the time of the conclusion of this Agreement, and
- Avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

5.3.1 No Breach of Empanelment

The failure of a Party to fulfil any of its obligations under the Empanelment shall not be considered to be a breach of, or default, under this Empanelment insofar as such inability arises from an event of Force

Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Empanelment, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

5.3.2 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Empanelment, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

5.4 Termination

Either Party may terminate the Empanelment with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

The DIT may terminate this Empanelment in case of the occurrence of any of the events specified in paragraphs (a) through (f) of Clause 5.4 of General Conditions of Empanelment. In such an occurrence the DIT shall give a not less than thirty (30) days' written notice of termination to the Agency.

- a) If the Agency does not remedy a failure in the performance of their obligations under the Empanelment, within thirty (30) days after being notified or within any further period as the DIT may have subsequently approved in writing.
- b) If the Agency becomes insolvent or bankrupt.
- c) If the Agency, in the judgment of the DIT has engaged in corrupt or fraudulent practices in competing for or in executing the Empanelment.
- d) If, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the DIT, in its sole discretion and for any reason whatsoever, decides to terminate this Empanelment.
- f) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings.

5.5 Obligations of the Selected Bidder

5.5.1 Standard of Performance

The Selected Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Selected Bidder shall always act, in respect of any matter relating to this Empanelment or to the Services, as faithful advisers to the DIT, and shall at all times support and safeguard the DIT's legitimate interests in any dealings with third Parties.

5.5.2 Confidentiality

Except with the prior written consent, the Selected Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Selected Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Empanelment,

neither of the parties may disclose to third parties the contents of the Empanelment or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Empanelment, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Empanelment, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of 3 months from the date of termination of the Empanelment.

5.5.3 Documents prepared by the Selected Bidder to be the property

- a. All deliverables in the form of data, software, designs, utilities, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Empanelment shall, not later than upon termination or expiration of this Empanelment, be delivered to the DIT, together with a detailed inventory thereof.
- b. Except as otherwise permitted by the Empanelment, neither of the parties may disclose to third parties the contents of the Empanelment or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Empanelment, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Empanelment, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

5.5.4 Accounting

The Selected Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

5.6 Penalty

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Selected Bidder for deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Client, other penal action including debarment for a specified period may also be initiated as per policy of the Client. In case any services is not found as per the prescribed norms or is not carried out in time, if the Selected bidder fails to provide the services in time, the DIT may impose penalty in addition to the liquidated damages.

- In case the services provided by the Selected bidder are found to be unsatisfactory or if any incidence of misbehaviour by the staff of the Selected bidder is reported or service is not provided in time, then the DIT may impose a penalty up to INR 5000/- per such case.
- The DIT shall impose penalty if any hired resource, on duty or otherwise, found under the

influence of any drug or intoxicants or found guilty of conduct unbecoming a designated resource or found attempt to claim false attendance and shall take such other action as may be required under the circumstances. The DIT may impose a penalty up to INR 5000/- per such case.

- The failure to employ adequate number of persons resulting in substandard service will be considered as breach of the terms and conditions under the agreement. The DIT may impose a penalty depending upon the quantum of breach for such cases.
- In the event of failure of the Selected bidder to recoup the quality in the mutually agreed time frame, The DIT shall be entitled to terminate the empanelment and forfeit performance security. The DIT may impose additional penalty depending upon the quantum of breach for such cases.

5.7 Settlement of Disputes

This Empanelment shall be governed by, and construed in accordance with, the laws of India.

a. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Empanelment and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Empanelment or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Empanelment, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

b. Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Patna, Bihar. The language of arbitration shall be English.

The Empanelment and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

c. Jurisdiction

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

- The venue of arbitration shall be in Bihar.
- The language of arbitration proceedings shall be English.
- Any dispute arising in relation to this Empanelment shall be subjected to Jurisdiction of Courts at Patna, Bihar.

5.8 Interpretation of Documents:

DIT will have the sole discretion in relation to:

- i. The interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
- ii. All decisions in relation to the evaluation of Proposals.

DIT will have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process or selection of the Selected Bidder.

Sd/-

Principal Secretary

Department of Information Technology
2nd Floor, Technology Bhawan,
Vishweswaraiya Bhawan Campus,
Bailey Road, Patna - 800015

Annexure VI: Technical Proposal

FORM 1: Letter of Application

(Note: On the letterhead paper of the Bidder including full postal address, telephone no., fax no., telex no. and address.)

[Location,

Date]To,

Sub: Empanelment of Event Management Agencies at Department of Information Technology ,

Dear Sir,

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our proposal, which includes a Technical Proposal.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our proposal is binding upon us and subject to the modifications resulting from negotiations.

We undertake, if our proposal is accepted, to initiate the consulting services related to the assignment at a date mutually agreed between us. We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:_____

Name and Title of Authorized Representative:

Name of the Firm:

Address:

FORM 2A Bidder's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity including but not limited to the following]

1. Name of the firm:
2. Country of incorporation:
3. Registered address:
4. Year and date of Incorporation:
5. Year of commencement of business
6. Principal place of business:
7. GST Registration Number:
8. PAN Number:
9. Number of years of operation
10. Geographical spread across the country and its offices
11. Details of authorized representative of the Bidder:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Phone No:
 - f) Fax No:
 - g) E-mail address:
12. *Details of individual (s) who will serve as the point of contact/communication for DIT within the Company.*
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Telephone No:
 - e) E-mail address:
 - f) Fax No:
13. Copy of EPF, ESI and Labour License.
14. Any other documents/information to prove eligibility and experience

FORM 2B: Financial Capacity Certificate of the Bidder

Bidder is required to get the information required in this form, duly certified by Statutory Auditor or Chartered Accountant. The information supplied shall be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed along with net worth of Bidder in respective financial year.

#	Financial Year	Turnover	Net worth
1.	2021-22		
2.	2020-21		
3.	2019-20		

Certificate from the Statutory Auditor / Chartered Accountant

This is to certify that (name of the Bidder) has received the payments shown in column 'Turnover' above against the respective years on account of providing event management services etc. and has net worth as shown in column 'Net worth' above.

Note: *In case the Bidder does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Bidder.*

FORM 3: Power of Attorney for Authorised representative

(on a stamp paper of relevant value)

POWER OF ATTORNEY FOR AUTHORIZED REPRESENTATIVE

Know all men by these presents, we_(name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms._____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for **Empanelment of Event Management Agencies at Department of Information Technology, Government of Bihar**

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

Executant

Signature of Attorney

(Name, Title and Address of the Attorney)

Attested Executant

Notes:

- 1. To be executed by the sole Bidder.*
- 2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 4. In case the Proposal is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution/document conveying such DIT may be enclosed in lieu of the Power of Attorney.*

Form 5: Undertaking

[to be given on firm's letter head]

We hereby undertake that:

We are not blacklisted with any of the government project,

We are not under any declaration of ineligibility by any Organisation,

We will comply with and assist during the disaster management protocol,

Yours sincerely,

Authorized Signature [in full and initials]: _____

Name and Title of Authorized Representative:

Name of Firm:

Address:

Form 6: Declaration

Declaration that, during the last five years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last five years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminatedfor breach by us.

Sincerely,

(Signature of the Authorized

Person)Name:

Designation

Checklist of Documents to be Submitted:

S.No	Type of Document	Reference Page No	Attached(yes/No)	Attached on
1	LLP/Proprietorship/Partnership/Company registration certificate.	Eligibility Criteria		
2	GST Certificate and Pan Card	Eligibility Criteria		
3	Duly attested address proof			
4	CA's Certificate / Audited Financial Report for FY (2019-20, 2020-21 & 2021-22) CA certificate indicating i. Turnover, ii. Balance Sheets, iii. Profit and Loss Accounts,	Eligibility Criteria		
5	Duly attested certificate from the Statutory Auditor/ Chartered Accountant as per	Eligibility Criteria		
6	Work Order/Work Completion certificate	Eligibility Criteria		
7	i. EPFO Registration, ii. ESIC Registration	Eligibility Criteria		
8	FORM 1: Letter of Application			
9	FORM 2A: Bidder's organization			
10	FORM 2B: Financial capacity certificate of the			
11	FORM 3: Power of Attorney for authorised			
12	FORM 4: Bidder's experience			
13	FORM 5: Undertaking			
14	Declaration as per Form 6: Declaration on company's letterhead signed by authorised signatory of the bidder	Eligibility Criteria		

