Govt. of Bihar

Rural Works Department

Re-tender

Request for Proposal (RFP)

For

Selection of Service Provider for Showcasing and Projecting the Face changing achievements on Various Platform / Forum of Mass Communication for Rural Works Department, Bihar.

Ref no. - RWD (49) - RFP (SHOW (ASING) - 03 | 2023-24 Patna/Dated- 19/12/2023

Request for Proposal (RFP) is invited for Selection of Service Provider for Showcasing and Projecting the Face changing achievements on Various Platform / Forum of Mass Communication for Rural Works Department, Bihar. The Bidding comprising of qualifying information, eligibility criteria and terms of reference, RFP and other details can be downloaded from https://rwdbihar.gov.in/ as per schedule of dates given.

Schedule of Dates

	Schedule of Dat	
	Description	Date
i. No.		20.10.2002
1	Date of issue of RFP	20-12-2023
2	Period of sale/downloading of RFP Document	From 27.12.2023, 11:00 AM IST to 10.01.2024, 3.00 PM IST
3	Pre-Bid Meeting Date/Time	03.01.2024 at 03:00 PM IST in the Conference Hall of Rural Works Department, Government of Bihar, 5th Floor, Vishweshraiya Bhawan, Bailey Road, Patna - 800015.
4	Last Date and Time for Receipt of Proposal	11.01.2024 at 3:00 PM
5	Date and Time of opening of Technical Proposal	11.01.2024 at 3:30 PM
6	Date and Time of opening of Financial Proposal	Will be informed later on
7	Cost of RFP (Non-refundable) in the form of Demand Draft in favour of "Additional Chief Executive Officer, BRRDA, RWD" payable at	Rs 10,000/-
	Patna.	the set

n d

Earnest Money Deposit (EMD) in the shape of Account Payee Demand Draft or Bank Guarantee from any Scheduled Bank in Bihar drawn/pledged in favour of "Additional Chief Executive Officer, BRRDA, RWD" payable at Patna. If the Bank Guarantee is issued from any schedule bank outside Bihar then it will have to be converted to a branch within the state of Bihar.

INR 5,00,000/- only (Rupees Five Lacs only)

- The selection of firms would involve two stage bid system (Technical and Financial). In the first stage, technical proposal and financial proposal will be evaluated on QCBS Basis with 80:20
 The proposal shall be sale in the first proposal shall be sale in
- The proposal shall be submitted in English language and all correspondences would be in same language.
 As per the Terms and Continuous actions and all correspondences would be in same.
- 4. As per the Terms and Conditions of the RFP, the consultant shall perform all the duties as per the Condition TOR given in RFP along with any amendment thereof. The selection of consultant shall follow the laid down procedures given in the RFP document.
- Cost of RFP will be Rs.10,000/- (Non-Refundable) have to be deposited by bidder in the form of bank demand draft issued from nationalized/ commercial scheduled bank in favour of "Additional Chief Executive Officer, BRRDA, RWD" payable at Patna.
 Earnest Money Deposit (EMD) CDD -
- Earnest Money Deposit (EMD) of INR 5 Lacs in the shape of Account Payee Demand Draft or Bank Guarantee from any Scheduled Bank in Bihar drawn/pledged in favour of "Additional Chief Executive Officer, BRRDA, RWD" payable at Patna. If the Bank Guarantee is issued from any schedule bank outside Bihar then it will have to be converted to a branch within the state of Bihar.
 Original Demand Draft of Control Chief Chief Control Chief Chi
- 7. Original Demand Draft of Cost of RFP in the form of DD and Earnest Money Deposit (EMD) in the shape of Account Payee Demand Draft or Bank Guarantee from any Scheduled Bank in Bihar shall be placed in an envelope and must be submitted at the office of Engineer-In-Chief, Rural Works Department, Government of Bihar, 5th Floor, Vishweshraiya Bhawan, Bailey Road Patna -800015 either by registered post or by hand on and before date and time specified above in Schedule of dates, failing which the proposal will be rejected.
- 8. All the submitted documents shall have the signature of the consultancy firm or their authorized signatories.
 9. RWD reserves the right to extend/served the consultance firm or their authorized.
- 9. RWD reserves the right to extend/cancel the tender (RFP) at any stage without assigning any reason thereof.
- 10. Corrigendum/Addendum/Corrections, if any, will be published on the website: https://rwdbihar.gov.in/
- 11. For any queries, kindly contact office of Engineer-In-Chief, Rural Works Department, Government of Bihar, 5th Floor, Vishweshraiya Bhawan, Bailey Road Patna -800015. E-mail-engineerinchiefrwd@gmail.com.

Additional Chief Executive Officer BRRDA, RWD

4th Floor, Vishweshraiya Bhawan Bailey Road, Patna.

Amogenia de

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF SERVICE PROVIDER FOR SHOWCASING AND PROJECTING THE FACE CHANGING ACHIEVEMENTS ON VARIOUS PLATFORM/FORUM OF MASS COMMUNICATION

Rural Works Department (RWD)



GOVERNMENT OF BIHAR

Issued On December 2023

P In V



ih

DISCLAIMER

- The information contained in this Request for Proposal document (RFP) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 2. This RFP document is neither an agreement nor an offer by Rural Works Department (RWD) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the 'interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
- 3. RWD does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for RWD to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements, which reflect various assumptions, and assessments arrived at by RWD in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtains independent advice from appropriate sources.
- 4. RWD will not have any liability to any prospective Consultancy Company/ Firm/ Consortium under applicable laws under central/ State government (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of RWD or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. RWD will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
- 5. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
- 6. RWD may in its absolute discretion, but without being under any obligation to do so, update, amend or

P An P





supplement the information, assessment or assumption contained in this RFP.

- 7. RWD will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that RWD is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and RWD reserves the right to accept / reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. RWD also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
 - 8. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. RWD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
 - 9. RWD reserves the right to change / modify / amend any or all provisions of this RFP document. Such revisions to the RFP amended will be made available on the website of RWD.
 - 10. The property and assets created/ developed by the agency will belong to RWD only. Data sharing without permission from RWD will not be permitted to the agency.

PARTICULARS Bage No.				
NIT	Page No.			
	04			
Context	06			
Current Situation	06			
Objective	07			
Rationale and Context of the Assignment	07			
Responsibilities	07			
Scope of Works	08			
Profile of Agency/Staffing who Qualify to Participate in the Tender	09			
Selection Terms	10			
nstruction to Bidding Agencies	12			
RFP/Bid Submission and Evaluation	15			
Fechnical Evaluation Criteria	17			
Performance Bank Guarantee	20			
ermination of Contract				
Consequences of Termination	21			
Penalty	21			
	22			
ayment Terms	23			
Confidentiality and Security	23			
ndemnification & Limitation of Liability	24			
orce Majeure	26			
ispute Resolution	26			
pplicable Law	27			
ender Document	27			
nnexure-1: Covering Letter for the Bid	28			
nnexure-2: Format for Submission of technical Bids	30			
nnexure 3: Format for Submission of Financial Bid	31			
nnexure 4: Experience of Working on Project of Similar nature in last three inancial years	31			
nnexure 5: Resources deployed in the project	31			
nnexure 6: Form of Performance Bank Guarantee Applicable Equivalent to 5% of the Implementation Cost	32			

P

Du

B

1

uh

Govt. of Bihar Rural Works Department

Re-tender

Request for Proposal (RFP)

For

Selection of Service Provider for Showcasing and Projecting the Face changing achievements on Various Platform / Forum of Mass Communication for Rural Works Department, Bihar.

Ref no. -

Patna/Dated-

Request for Proposal (RFP) is invited for Selection of Service Provider for Showcasing and Projecting the Face changing achievements on Various Platform / Forum of Mass Communication for Rural Works Department, Bihar. The Bidding comprising of qualifying information, eligibility criteria and terms of reference, RFP and other details can be downloaded from https://rwdbihar.gov.in/ as per schedule of dates given.

Schedule of Dates

SI. No.	Description	Date
1	Date of issue of RFP	20-12-2023
2	Period of sale/downloading of RFP Document	From 27.12.2023, 11:00 AM IST to 10.01.2024, 3.00 PM IST
3	Pre-Bid Meeting Date/Time	03.01.2028 at 03:00 PM IST in the Conference Hall of Rural Works Department, Government of Bihar, 5th Floor, Vishweshraiya Bhawan, Bailey Road, Patna - 800015.
4	Last Date and Time for Receipt of Proposal	11.01.2024 at 3:00 PM
5	Date and Time of opening of Technical Proposal	11.01.2024 at 3:30 PM
6	Date and Time of opening of Financial Proposal	Will be informed later on
7	Cost of RFP (Non-refundable) in the form of Demand Draft in favour of "Additional Chief Executive Officer, BRRDA, RWD" payable at Patna.	Rs 10,000/-

7 h pr fin 6

Earnest Money Deposit (EMD) in the shape of Account Payee Demand Draft or Bank Guarantee from any Scheduled Bank in Bihar drawn/pledged in favour of "Additional Chief Executive Officer, BRRDA, RWD" payable at Patna. If the Bank Guarantee is issued from any schedule bank outside Bihar then it will have to be converted to a branch within the state of Bihar.

INR 5,00,000/- only (Rupees Five Lacs only)

- 2. The selection of firms would involve two stage bid system (Technical and Financial). In the first stage, technical proposal and financial proposal will be evaluated on QCBS Basis with 80:20 weightage for technical and financial scores respectively.
- 3. The proposal shall be submitted in English language and all correspondences would be in same language.
- 4. As per the Terms and Conditions of the RFP, the consultant shall perform all the duties as per the Condition TOR given in RFP along with any amendment thereof. The selection of consultant shall follow the laid down procedures given in the RFP document.
- Cost of RFP will be Rs.10,000/- (Non-Refundable) have to be deposited by bidder in the form
 of bank demand draft issued from nationalized/ commercial scheduled bank in favour of
 "Additional Chief Executive Officer, BRRDA, RWD" payable at Patna.
- 6. Earnest Money Deposit (EMD) of INR 5 Lacs in the shape of Account Payee Demand Draft or Bank Guarantee from any Scheduled Bank in Bihar drawn/pledged in favour of "Additional Chief Executive Officer, BRRDA, RWD" payable at Patna. If the Bank Guarantee is issued from any schedule bank outside Bihar then it will have to be converted to a branch within the state of Bihar.
- 7. Original Demand Draft of Cost of RFP in the form of DD and Earnest Money Deposit (EMD) in the shape of Account Payee Demand Draft or Bank Guarantee from any Scheduled Bank in Bihar shall be placed in an envelope and must be submitted at the office of Engineer-In-Chief, Rural Works Department, Government of Bihar, 5th Floor, Vishweshraiya Bhawan, Bailey Road Patna -800015 either by registered post or by hand on and before date and time specified above in Schedule of dates, failing which the proposal will be rejected.
- 8. All the submitted documents shall have the signature of the consultancy firm or their authorized signatories.
- 9. RWD reserves the right to extend/cancel the tender (RFP) at any stage without assigning any reason thereof.
- 10. Corrigendum/Addendum/Corrections, if any, will be published on the website: https://rwdbihar.gov.in/
- 11. For any queries, kindly contact office of Engineer-In-Chief, Rural Works Department, Government of Bihar, 5th Floor, Vishweshraiya Bhawan, Bailey Road Patna -800015. E-mail-engineerinchiefrwd@gmail.com.

and with

Additional Chief Executive Officer BRRDA, RWD 4th Floor, Vishweshraiya Bhawan Bailey Road, Patna.

1 CONTEXT

A well-developed road network in rural areas can significantly impact the residents standard of living. It helps farmers transport their produce to markets, increasing their income and livelihoods. It also enables students to attend schools, patients to reach hospitals, and communities to access essential services. It improves mobility and saves time. Presence of roads in rural areas increase the mobility of labour and materials, thus increasing the domain of rural livelihood beyond the rural production boundary.

Over the years, rural road development task in India has picked up at a fast pace and government is increasingly focusing on rural roads. This is because there are various economic benefits offered by the rural roads that make them equally important as national highways. In fact, the rural roads are often considered to be the lifeline for rural communities. They play an important role in poverty alleviation in rural areas, enable transportation of men, material and goods, lead to diversification of agricultural activities and boost rural as well as overall economic growth of the country. Thus, rural roads form the backbone of the country's growth. Particularly, rural roads are responsible for enhancing income opportunities for the rural poor.

It goes without saying that rural roads are a key component of rural development, and they assume great importance. Realising the fact that rural roads can promote access to economic and social services, generate increased agricultural incomes and productive employment opportunities and reduce poverty. Mukhya Mantri Gram Sampark Yojana (MMGSY) was launched in Bihar by the government to provide connectivity to unconnected habitations through construction of all-weather roads.

2 CURRENT SITUATION

- Bihar has seen a silent and positive change in rural Bihar. The pictures reflect a throbbing social milieu
 along with a healthy economic change. The rural roads have been the biggest change agent of this
 transformation.
- With increasing urbanization and growing use of Smart Phones, social media in the current scenario is easily accessible and is also the meeting point of today's internet savvy audience. Major portion of younger generation, teenagers and middle-aged people, are major percentage of the total social media user population. Social media opens possibilities of direct access to clients without any third-party intervention and is a powerful tool for disseminating information. Promotion through the social media is pretty cost friendly as compared to costs incurred by print, TV or other traditional media. Social media also helps in search engine optimization and increase in rankings of any communication/message/websites.

R

· Dr

91

1

n.h

Rural Works Department seeks to contract an agency involved in Showcasing to achieve the following communication objectives:

a) Increase awareness among people about the work achieved by the department:

- Increase understanding, visibility and appreciation about the unprecedented work done in rural Bihar. Bring out the dramatic change that has taken place due to better connectivity in rural areas.
- Efforts of the department and government in bringing about change. Changed rural scenario with emphasis on people, urbanization, different social and economic parameters.
- b) Showcasing and projecting the cause from the socio economic, investment and innovation and sustainability dimensions.

RATIONALE AND CONTEXT OF THE ASSIGNMENT

The Digital Agency would be responsible for creating and crafting compelling digital content, with particular focus on visual content, which engages audiences in a dynamic, interactive and meaningful way. It should play a key role in developing and managing RWD presence on a wide range of social media platforms. The agency will also develop in consultation with RWD the creation and coordination of social media strategies and campaigns, digital Showcasing, monitoring, measurement and analysis.

RESPONSIBILITIES 5

- a) Create compelling social media assets for digital platforms and systematically grow RWD digital community and deepen engagement across major platforms focusing on Bihar.
- b) Coordinate the creation of engaging audio, visual content which performs well on various social media channels.
- c) Manage RWD presence on social media on a day-to-day basis (with prior approvals), continually optimizing the channel and increasing subscribers.
- d) Regularly come up with ideas for engaging social media content and campaigns, working with relevant colleagues to assess feasibility and creation.
- e) Help to develop and implement informed, cross-platform social media, digital showcasing and support management to make informed decisions regarding digital strategy.
- f) Monitor and moderate social media channels, flagging risk and opportunities to deepen engagement.
- g) Identify new digital tools and best practices and how these can be most effectively applied to deepen engagement with supporters.
- h) Keep track of efforts and activities of RWD and leverage them to enhance online presence and reach.
- Coordinate social media projects and campaigns as required, working closely with RWD, wherever relevant.
- To increase the reach and target audiences through the use of social media tools and achieve the

An

W

objectives stated above Twitter / Facebook / Youtube/ main/ local channels. Other social media channels can be added based on the advice of the agency and approval by RWD.

- Measure and report on social media efforts.
- I) An increased level of understanding and appreciation of the RWD by the target audience.
- m) Development of a trusted set of influencers/online community who further help to raise awareness about the RWD.

6 SCOPE OF WORK FOR THE AGENCY (INDICATIVE)

a) Social Media Strategy & Planning

- Development of an overall social media strategy.
- Development and management of the Facebook/ Twitter/ What's App/ YouTube/ main/ local channels of the Contracting Authority (with its prior approval on all content). Other channels could be added following discussion with and prior approval of the RWD.
- Production of quarterly and monthly plans with the approval of RWD (Quarterly checks of the social media strategy and corrective action as required).
- Development and implementation of social media campaigns for:
 - Developing a positive environment for the unprecedented progress made by the department.
 - Supporting events / campaigns which would include social media corners at the event / developing the content in advance (e.g. articles/tweet packs), during and after the event, producing GIFs, Reels, Animated videos.
 - The agency will be required to develop the messaging and content, cover the event and post content with the RWD's approval.
 - Regular online monitoring efforts of RWD activities and identify opportunities for cross posting and sharing content etc.

b) <u>Developing & implementing Influencer programme on rural development efforts of the government with emphasis on rural roads</u>

- Influencer mapping and relationship management
- Influencer strategy/plans
- Influencer concept creation and closures
- Campaign execution
- Analysis and Reporting

The key influencers will be: think tanks, academicians, media and government, chambers & commerce and NGOs, social reformer, Social media influencers etc.

B

Dr

De

1

sh

c) Content generation and uploads

- Create compelling social media content for digital platforms as well as adapt content received from the department. This should include:
 - Animated videos/ static videos/ GIFs/ Reels/ slide share including conceptualization, scripting, shooting, editing and voiceover.
 - Infographics for specific sectors & campaigns in consultation with the RWD.
 - > Social media campaigns on identified themes including contests / promotions / twitter chats.
 - Cover Skins & Profile Pictures for Social Channels.
 - YouTube uploads based on the videos received or created.
 - Facebook posts and twitter packs.

Content will be published on the social media channels based on timelines agreed with the RWD.

d) Creating and pushing on line stories on digital media and channels

 Creating and developing stories/news/reports/Reels on rural roads followed by placing it on Digital media and channels.

e) Measurement, Analysis, Reporting

 Overall targets and Campaign-specific achievements based on analytics following campaign completion.

Parameters for measuring the result of the social media campaign. For instance,

- % increase in reach of the posts (likes, comments, shares on Facebook; like retweets, responses on twitter; likes, Subscribers on You tube etc).
- % increase in engagement with our target groups.
- % increase in traffic to website.
- Number of likes / followers on Facebook/ Twitter/ You tube.
- Number of stories/news/case studies/Reels posted on digital media.

f) Search ability of the social media content

• The content uploaded on social media platforms should be easily searchable by theme or subject. For this the bidder is required to submit detailed methodology.

7 PROFILE OF AGENCY / STAFFING WHO QUALIFY TO PARTICIPATE IN THE TENDER

- a) The firm should be a registered with MSME, Shops and establishment, GST and should be an ISO 9000:2015 certified organization.
- Should have a well equipped office in Patna.

R

M

Pe

X

"M

6.

- c) Annual turnover of Rs. 50 lakhs in any one year for the last 3 FYs.
- d) Number of years of similar experience: Minimum 3 years
- e) Should have PAN number and GST registration.
- f) Core Team: Please provide the CVs of the team who will be working on the account. The core team should ideally have:
 - Key Account Manager/ Coordinator
 - Content writer/ Blogger
 - Graphic Designer
 - Video Editor
 - Socia! media planner

8 SELECTION TERMS

- a) RWD will select an Agency initially for a period of 90 days and may be extended if required.
- b) The work under this RFP is not assignable by the Selected Agency. The selected agency shall not assign its contractual authority to any other third party. The agency should not assign or sublet the work or any part of it to any other agency in any other form than defined in this RFP. If found doing so, shall result in termination of selection / work order and forfeiture of the Security Deposit. However the required services can be obtained by the Agency.
- c) In case the Selected Agency is found in breach of any condition(s) of the RFP, at any stage, legal action as per rules / laws, shall be initiated against the Agency and Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least three (3) years.
- d) No commitment of any kind, contractual or otherwise shall exist unless and until a Formal Written Contract / Work Order has been executed by RWD. RWD may cancel this RFP / Tender at any time.
- e) RWD, without assigning any reason can reject any bid / RFP, in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.
- f) The decision of RWD arrived during the various stages of the evaluation of the bids is final & binding on all bidders.
- g) The onus of providing the correct information / documents lies on the Bidders. The Bidders shall ensure that all information / documents submitted by it are correct. Upon verification, evaluation / assessment, if in case, any information furnished by the Bidder is found to be false / incorrect, their total bid may be summarily rejected.
- h) Conditional bids are not acceptable and shall be summarily rejected.
- RWD will not be responsible for any misinterpretation or wrong assumption by the Bidders, while responding to this tender / RFP.

*

A

Br

1

u. h

- j) RWD may terminate the RFP process at any time and without assigning any reason. RWD may, by written notice sent to the selected Agency; terminate the Work Order in whole or in part at any time of its convenience. The notice of termination will specify the extent to which performance of work under the Work Order and /or the contract is terminated, and the dateupon which such termination becomes effective. RWD reserves the right to cancel the remaining part and pay the Selected Agency the amount for partially completed services by it.
- k) Selected Agency to agree with RWD for honoring all aspects of fair trade practices in executing the Work Order.
- In the event of a Selected Agency or the concerned Division of the Agency being taken over /bought over by another Agency, all the obligations and execution responsibilities under the agreement with RWD, should be passed on for compliance by the new agency in the negotiation for their transfer.
- m) The Selected Agency shall be solely responsible for discharge of all the legal obligations/ statutory requirements under various labor legislations as may be in force from time to time so far as the workmen engaged by him for this work are concerned. Such engaged Manpower the Agency will have no right or claim of any kind from RWD.
- n) RWD will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus or any other funds/contribution in the scheme which the Government may make it mandatoryor introduced in future. These issues must be settled between the Selected Agency and the Manpower engaged by them from time to time as per the Government rules & regulations.
- O) The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the engaged Manpower shall be of the Selected Agency. RWD shall remain indemnified of any conflict of such nature arising between the Agency and its Manpower. RWD may ask the Selected Agency to submit documentary proofs of such nature as & when needed.
- p) Outsourcing / Consortiums / Subcontracting is not allowed for the purpose of participating in this RFP. However the required services can be obtained by the agency.
- q) RWD shall remain the owner of all the content conceptualized, created, and implemented by the Selected Agency under this RFP. All intellectual property rights in the content whether intangible or intangible form shall belong to RWD and the Selected Agency has no rights to assign, license, sell, or use any content conceptualized, created and implemented under this RFP and accompanying Master Service Agreement to any third party under any circumstances. All the content conceptualized, created and implemented by the Selected Agency whether in tangible or intangible form shall bear relevant copyright notices in the name of RWD. The Selected Agency shall take all such appropriate legal actions to safeguard violation of RWD's intellectual property rights, if any.



9 Instructions To Bidding Agencies

9.1 Availability of RFP Document

- a) The bidders can download the RFP from the RWD organization website (https://www.rwdbihar.gov.in).
- b) Prospective bidding Agencies desirous of participating in this RFP may view and download the RFP documents from the above mentioned websites.
- c) At any time prior to the last date for receipt of the bids / expression of interest, RWD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP documents by an amendment/corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.
- d) The amendment/corrigendum will be notified at the above mentioned websites, which will be binding on the prospective bidders to consider for quoting.
- e) RWD reserves the right to cancel this RFP or modify the requirement at any stage of the RFP process cycle without assigning any reasons. RWD will not be under obligation to give clarifications for doing the aforementioned.

9.2 Compliant Proposals / Completeness of Response:

- a) The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - I. Include all documentation specified in this RFP.
 - II. Follow the format of this RFP and respond to each element in the order as set out in his RFP.
 - III. Comply with all requirements as set out within this RFP.
- c) Undertaking for subsequent submission of any of the required documents will not be entertained under any circumstances.

9.3 Pre-Bid Queries:

The queries should be sent to RWD in the following format (preferably in an excel file) through email at engineerinchiefrwd@gmail.com.

R

h

R

1

u. W

Na	me of the Bidder		M/s.	
Sr. No.	RFP Page No.	Relevant Section / Annexure of RFP	Relevant Content from RFP	Vendor's Query / Comment

- a) RWD shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests received for clarifications after the indicated date & time may not be entertained by RWD.
- b) RWD will endeavor to provide a complete, accurate, and timely response to all queries raised by the bidders. However, RWD makes no representation or warranty as to the completeness or accuracy of any response, nor does RWD 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 RWD.

9.4 Time Schedule

- a) As per "NIT".
- b) No bid will be accepted after the expiry of the mentioned time schedule.
- c) In order to allow bidders a reasonable time to take the amendments/corrigendum(s) into account in preparing their bids, RWD at its discretion, may extend the deadline for the submission of the bid.

9.5 Bidding Cost

The bidder shall bear all costs associated with the preparation and submission of their bids. RWD will, in no case, be responsible or liable for those costs, regardless of the outcome of the RFP / Tendering / Bidding process.

9.6 Right to Terminate the Process

- a) RWD reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of Work Order, without thereby incurring any liability to the affected Bidder or Agencies or any obligation to inform the affected bidder or Agencies of the grounds for actions taken by RWD.
- b) RWD makes no commitments, expressed or implied, that this process will result in a business transaction with anyone.

9.7 Fraud & Corruption

RWD requires that the Applicants (Agencies) engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s) /work order(s). RWD will reject the bid, if the Applicant (Agency) has been determined by RWD to have been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:

a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of RWD or any personnel during the tenure of work order.



h p

X

W.W

.6

- b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to RWD, and includes collusive practiceamong Applicants (prior to or after the proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive RWD of the benefits of free & open competition.
- c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- d) "Coercive practices" means harming or threatening to harm, directly or indirectly, Personsor their property to influence their participation during the period of bidding.
- e) "Collusive practices" means a scheme or arrangement between two or more Applicants with or without the knowledge of RWD, designed to establish prices at artificial, non- competitive levels.
- f) RWD may reject an application for award, if it determines that the Applicant recommended for Work Order has, directly or through an Agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for Work Order.

9.8 Language of the Bid

The Bid prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidders and RWD shall be written in English only. Supporting documents and printed literature furnished by the Bidders may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

9.9 Rights to the content of the Bids

All bids and accompanying documentation of the proposal will become the property of RWD and will not be returned after bid opening. RWD is not restricted in its rights to use or disclose any or all of the information contained in the proposal to Experts / Consultants engaged in the evaluation of bid responses / any Law Enforcement Agency if required and can do so without compensation to the Bidders. RWD shall not be bound by any language used by the Bidders in the proposal indicating the confidentiality of the proposal or any other restriction on its use ordisclosure.

9.10 Validity of the Bids

- a) The bids shall be valid for a period of 120 days from the last date of bid submission. A proposal valid for a shorter period shall be rejected as non- responsive.
- b) On completion of the validity period, RWD may (if required) request the Bidder(s) for an extension of the period of the validity. The validity of the Bid Security Declaration and other expired documents as requested should also be suitably extended if called upon to do so by RWD. The request and the



An

Be

1

u. b

(B

9.11 Earnest Money Deposit (EMD) / Bid Security

The intending bidders will have to submit an EMD of amount Rs 5,00,000 /- (Rupees five Lacs only) in the form of Bank Guarantee or Demand Draft issued by any Scheduled Bank drawn/pledged in favour of "Additional Chief Executive Officer, BRRDA, RWD" payable at Patna. Bidders have to submit 5% Performance Bank Guarantee (PBG) of total bidded amount. PBG should be valid for a period of 60 days beyond the date of completion of the project.

9.12 Mode of Submission

The Consultants "shall" submit their Proposals in Hard copy only (electronic submission not acceptable).

9.13 Consortium & Sub-Contracting

Consortium and subcontracting is not allowed for this engagement. The bidding agency has to be a single entity duly registered under the applicable laws of the country. However the required services can be obtained by the Agency.

10 RFP / BID SUBMISSION AND EVALUATION

• A non-refundable tender fees of Rs.10,000 /- (Rupees Ten Thousand only) must be submitted in the form of Demand-Draft drawn on a scheduled commercial bank in favour "Additional Chief Executive Officer, BRRDA, RWD" payable at Patna which should be placed in an envelope. The envelope should be sealed and superscripted "Tender fee for SHOWCASING AND PROJECTING THE FACE CHANGING ACHIEVEMENTS ON VARIOUS PLATFORM / FORUM OF MASS COMMUNICATION FOR RWD, Bihar". The envelope should be addressed to and submitted before the due date and time specified in this document to address given below:

The Engineer-In-Chief Rural Works Department 5th Floor, Vishweshwaraiya Bhawan Bailey Road, Patna-800015

• EMD of bidders not satisfying the eligibility criteria or not selected will be returned back after 60 days from tender finalization.



M B

Y

w.V/

Interested Film Production Company/ Film producers/ Film Directors with requisite experience, may submit required documents in single envelope containing two packets inside (Technical Bid and Financial Bid) as per address given below:

> The Engineer-In-Chief Rural Works Department 5th Floor, Vishweshwaraiya Bhawan Bailey Road, Patna-800015

The application should be made in 2 parts: technical and financial:

10.1 Technical

The technical part (Envelop 'A') of the bid should specify the overall approach to the execution of the contract; the services to be provided; the experience of the applicant in similar assignments. Self- certified proofs of the following documents should be submitted in the Technical Bid envelope A:

- Annexure 1 -covering letter for the bid.
- II. Annexure 2 -format for submission of technical bids.
- 111. Firm's/ Individual's registration certificate.
- Copy of Balance Sheet of last 3 financial years (FY 2020-21, 2021-22 and 2022-23) to prove IV. Annual turnover of Rs. 50 lakhs in any one year in the last 3 FYs.
- ٧. Copy of PAN number and GST registration.
- Copy of IT return for last 3 financial years (FY 2020-21, 2021-22 and 2022-23). VI.
- Annexure 5- Resources deployed in the project (List of all required resources) with their brief CV VII. as per relevant experience and education background.
- List of the committed deliverables (Innovative Approach & Methodology Document / VIII. Presentation).
- Annexure 4 Experience of working on projects of similar nature * in last 3 financial years (FY IX. 2020-21, 2021-22 and 2022-23).
- Self-attested Completion Certificates or Release Order from the Clients of previously completed X. projects during last three financial years.
- Audited financial statements for the last three financial years (FY 2020-21, 2021-22 and 2022-23) XI. Or Certificate from the Statutory Auditors.
- Certificate from the HR Head /Authorized Signatory of the Bidding Agency regarding Manpower XII. on role should be submitted.
- XIII. Work orders received so far should be at least Rs 15 Lacs each.
- An undertaking by the bidder should not have been blacklisted / Debarred declared having dis-XIV.

uh

satisfactory performance with any state/ central government/ PSU organization.

Technical Evaluation Criteria:

r.No	Descriptio n	Supporting Documents	Maximum Marks
	similar nature* with Government of India / State Government / Government Organizations / PSU's in any one year in the last 3 (three) financial years (FY 2020- 21, 2021-22 and 2022-23) Project cost between 5- 10 Lacs. (5 marks) Project cost between 10- 20 Lacs. (15 marks)	● Self-attested Completion Certificates or Release Order from Clients	20
	Project cost more than 20 Lacs.		
2.	(20 marks) Turnover – Annual Turnover in any one year in the last 3 (three) financial years (FY 2020-21, 2021-22, 2022-23) Between 0.5-5 Crore (5 marks) Between 5- 10 crores (10 marks)	Audited financial statements for the last three financial years. OR Certificate from the Statutory Auditors	15
3.	Above 10 crores (15 marks) Manpower on role with PR, Social & Digital Media, Creative Designs capabilities. Between 5 - 7 personnel (5 marks) Between 7-10 personnel (8 marks) Above 10 personnel (10 marks)	Certificate from the HR Head /Authorized Signatory of the BiddingAgency Should be submitted	10
4.	Presentation on Proposed Plan Problem Statement: Showcasing and Projecting the Face changing achievements on Various Platform/ Forum of Mass Communication Outreach Plan and Strategy for RWD.	Methodology Document / Presentation	20
5.	Technical team resource Evaluation of proposed team's CV as per relevant experience and education background. • Team leader- 5 Marks • Account Manager/ Co-ordinator- 2 Marks • Content writer/ Blogger – 4 Marks • Graphic Designer – 3 Marks • Video Editor- 3 Marks • Social Media Planner - 3 Marks	 CV submitted in the technical. Also specify role corresponding to team member. 	20

R

An B.

V

why

of Mass Communication for the government of minimum value of 15 lakhs (per annum in Centre/state/PSU	marks	15
--	-------	----

^{*}Similar nature means work related to social media strategy, planning, advertisement, influencer programmes related to rural development, content creator etc.

10.2 Financial

The financial offer of only the agencies who will technically qualify shall be opened and evaluated. The cost sheet comprising the financial offer should be filled in on the agency letterhead and sent in a separate envelope marked 'B'. The financial bid format is enclosed as Annexure 3.

10.3 Technical Bid evaluation

- The opened technical bids shall be evaluated by a Technical Evaluation Committee (TEC).
- ii. To ensure bidders eligibility and technical capabilities as per the tender terms and condition, the TEC may call for additional information from the bidders and/or visit the bidder's premises. In such a case the concerned bidder has to supply the information within the time given by the TEC failing which the bid can be rejected. No representation of any kind would be entertained from the bidder.
- iii. The bidders whose tender fee is in order and fulfill the Eligibility Criteria must give a technical presentation for the Showcasing and Projecting the Face changing achievements on Various Platform / Forum of Mass Communication. All expenses for this purpose, and also for the preparation of documents and prototype short film will be borne by the bidders.
- iv. Technical evaluation will be based on different aspects described in Technical Bid criteria Table. On the basis of technical evaluation, the agencies securing minimum 60 marks will be considered as technically qualified and the financial packets of only these agencies will be opened. The total of technical and financial evaluation (as per Evaluation formula) will determine the selection of the bidder for the job.
- v. The selected bidder shall perform the assignments and carry out their obligation with due diligence and efficiency, in accordance with generally accepted techniques and practice used in the industry. It shall employ appropriate advance technology and safe and effective equipment, machineries, materials and

B de

ß

4. h

methods. **RWD** reserves the right to inspect the performance of the bidder prior to commencement or in between the work progress. The inspection may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc. RWD reserves the right to cancel the work order issued to the bidder at any time including the time after the completion of the assigned work without assigning any reason. In case the work order is cancelled than the cost incurred will be borne by the bidder and under no circumstances the bidder shall be eligible for any payment or damages from RWD.

- vi. Evaluation: Calculation of the most advantageous offer
- a) The quality of the deliverable would be paramount and no compromise on quality is admissible.
- b) The selection would be based on the quality of proposals hence only technical proposals would be evaluated.
- Financial proposal of only the technically qualified proposals conforming to the requirements would be evaluated.
- d) The firms would be required to provide innovative ideas for the requirements of the department.
- e) The selected bidder would be invited for the contract negotiation.

vii. Proposed Team

S.No.	Designation	Total No.	Minimum Qualification
1	Team Leader	01	 At least 5 Years of Experience in the field of Showcasing and Projecting the Face changing achievements on Various Platform/ Forum of Mass Communication with expertise to develop media strategies and plans for public interest campaigns. At least 03 Years of Experience with the agency.
2	Key Account Manager/ Coordinator	01	 B. Com with 5 Years' experience M. Com with 2 Years' experience CA Inter experience
3	Content Writer/Blogger	04	English Content Writer (2)Hindi Content Writer (2)
4	Graphic Designer	02	 At least 05 Years of working experience in the creative designing field including experience in: Raster Image Editor like Adobe Photoshop or equivalent, Vector graphics editors like Adobe Illustrator or CorelDraw or equivalent Designing & Publishing software like Adobe InDesign or equivalent

po h B

X

W.W/

		 Video editing software like Adobe Premiere Pro or equivalent
	02	 2+ years of professional experience, creating videos for social media platforms such as YouTube, Facebook, Twitter or any other. Must be adept at using software such as Adobe After Effects & Adobe Premiere Pro
Social Media Planner	01	 At least 10 Years of Experience in the field of Showcasing and Projecting the Face changing achievements on Various Platform/ Forum of Mass Communication with expertise to develop media strategies and plans for public interest campaigns. At least 05 Years of Experience with the agency
	Video Editor Social Media Planner	

10.4 Evaluation Formula

The Consultancy firm is to be selected under Quality and Cost Based Selection (QCBS). The Formula for determining the Financial Scores is to be calculated as per the following:

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. $Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price quoted among all responsive bidder, and "F" the price of the proposal of bidder under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 0.8 i.e. (80%), and

P = 0.2 i.e. (20%)

The Final Scores was calculated as per the following formula:

S= St*T%+Sf*P%

Where, S is Combined Final Score.

St is Technical Score.

Sf is Financial Score.

T is weightage given to Technical Score.

P is weightage given to Financial Score.

11 PERFORMANCE BANK GUARANTEE (PBG)

a) All incidental charges whatsoever such as premium; commissions etc., with respect to the Performance Bank Guarantee (PBG) shall be borne by the Agency. The PBG may be discharged/ returned by RWD upon being satisfied that there has been due performance of the obligations of the Agency under the Work Order. However, no interest shall be payable on the security deposit or PBG. The bidder shall submit PBG within 15 days from the issue of Work Order as per Annexure

· h

- 6. The PBG should remain valid for a period of 60 days beyond the date of completion of the project. The PBG will be 5 % (five percent) of the value of the Work Order.
- b) The selected Agency shall be responsible for extending the validity date and claim period of the PBG as & when it is due on account of non-completion of the Work Order. In case the selected Agency fails to submit PBG within the time stipulated, RWD at its discretion may cancel the Work Order placed on the selected Agency without giving any notice. RWD shall invoke the PBG in case the selected Agency fails to discharge their Work Order obligations during the period.

12 TERMINATION OF CONTRACT

RWD may, terminate Work Order by giving the Selected Agency 10 (Ten) days prior and written notice indicating its intention to terminate the contract under the following circumstances:

- a) RWD is of the opinion that there has been such an event of default on the part of the Selected Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Selected Agency to respect any of its commitments with regard to any part of its obligations under Work Order.
- b) The Selected Agency has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the work for 10 (Ten) consecutive days.
- c) In the event of the quality of the Staffing Personnel and/or services as per the Scope of Work under the work order not found acceptable by RWD.
- d) The Selected Agency has neglected or failed to observe and perform all or any of the terms acts, matters or things under work in order to be observed and performed by it.
- e) The Selected Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of RWD.
- f) The Selected Agency has been declared insolvent/bankrupt.

13 CONSEQUENCES OF TERMINATION

- a) RWD shall have the right to carry out the unexecuted portion of work either by itself or through selecting another Agency.
- b) In the event of termination of this Contract, RWD shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall be obliged to comply with.
- c) In the event that the termination of the Contract / Work Order is due to the expiry of the terms of this Work Order, a decision not to grant any (further) extension by RWD, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such

Pr

h a

X

wW

(

assistance to the Successor or any other Person as may be required by RWD.

- d) Where the termination of the Contract / Work Order is prior to its stipulated term on account of a default on the part of the Selected Agency or due to the fact that the survival of the Selected Agency as an independent corporate entity is threatened/has ceased, RWD shall pay the Selected Agency for that part of the Services which have been authorized by RWD and satisfactorily performed by the Selected Agency up to the date of termination. Without prejudice on any other rights, RWD may retain such amounts from the payment due and payable by RWD to the Selected Agency as maybe required to offset any losses caused to RWD as a result of any act/omissions of the Selected Agency.
- e) RWD may take possession of the works and all deliverables of the Selected Agency and use or employ the same for completion of the work or employ any other Selected Agency or other Person to complete the works. The Selected Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other selected Agencies or other Persons employed for completing and finishing or using such deliverables.
- f) When the Contract / Work Order is terminated by RWD for all or any of the reasons mentioned above, the selected Agency shall not have any right to claim compensation on account of such termination.

14 PENALTY

- a) The selected Agency shall perform its obligations in a professional manner. In case of delay in execution of the assigned works by the Agency, RWD may impose a penalty of 0.5% of the project value per day or part there of delay (subject to maximum of 10% of the project cost). If the delay is beyond stipulated time then RWD may annul the Work Order and shall be free to get it done from other agencies at the risk and cost of the selected Agency. RWD may debar and blacklist the selected Agency for applying in future also.
- b) If any of the services performed by the selected Agency fails to conform to the specifications of the assigned works or in the event of failure of the works due to indifferent (such as inadequate interactions with RWD), negligent (such as quality of deliverables not upto the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the selected Agency and RWD decides to abort the Contract / Work Order because of such failure, then a sum up to 50% of the value of the Contract / Work Order may be recovered from the selected Agency. This shall be without prejudice to other remedies available under law and this agreement with RWD.

B A

Lub 6

15 PAYMENT TERMS

- a) Payments will be made on a monthly basis on satisfactory achievement of desired milestones as set by RWD. Payments shall be subject to deductions of any amount for which the supplier is liable under the Work Order conditions.
- b) All payments to the selected Agency shall be made subject to deduction of applicable penalty and TDS (Tax deduction at Source) as per the income Tax Act / GST, and other taxes, if any, as per Government of India rules. All payments will be made through CFMS only on receipt of the Invoices.

16 CONFIDENTIALITY AND SECURITY

- a) The selected Agency and its Personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services.
 - contract or business or operations of RWD or its clients without the prior written consent of RWD.
- b) The selected Agency will ensure that no information about the software / hardware / policies of RWD etc., is taken out in any form including electronic form or otherwise, by the manpower posted by them.
- c) Additionally, the selected Agency shall keep all the details and information confidential with regards to the projects, including systems, facilities, operations, management and maintenance of the systems/facilities.
- d) RWD shall retain all rights to prevent, stop and if required take the necessary punitive action against the selected Agency regarding any forbidden disclosure.
- e) For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - Information already available in the public domain; 1.
 - Information which has been developed independently by the selected Agency; 11.
 - Information received from a third party who had the right to disclose the aforesaid 111. information;
 - Information which has been disclosed to the public pursuant to a court order. IV.
- Any handover of the confidential information needs to be maintained in a list, containing at the very minimum, the name of the Providers, Recipients, dates of generation and handing over of the data, modes of information, purposes and signatures of both the parties.
- g) Notwithstanding anything to the contrary mentioned hereinabove, the selected Agency shall have the right to share the Letter of Intent / Work Order provided to it by RWD in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intentto evidence and support of its work experience under this agreement.

ww

17 INDEMNIFICATION & LIMITATION OF LIABILITY

- a) The selected Agency (the "Indemnifying Party") shall undertake to indemnify, hold harmless RWD, (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this agreement.
- b) If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claimagainst Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
- c) Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by
 - I. Indemnified Party's misuse or modification of the service;
 - Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
 - III. Indemnified Party's use of the service in combination with any product or information not owned or developed by Indemnifying Party;

However, if any service, information, direction, specification or materials provided byIndemnified Party or any third Party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- I. Procure the right for Indemnified Party to continue using it.
- II. Replace it with a non-infringing equivalent
- III. Modify it to make it non-infringing.

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

- d) The indemnities set out above, shall be subject to the following conditions:
 - The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - II. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and Personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in

B

L

Be

1

ub

such defense;

- III. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this article, the Indemnifying Party may participate in such defense at its sole cost & expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses;
- IV. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- V. All settlements of claims subject to indemnification under this clause will:
 - be entered into only with the consent of the Indemnified Party, which consentwill not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim;
 - ii. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- VI. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- VII. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such claims or proceedings;
- VIII. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnityin full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
 - IX. If a Party makes a claim under the indemnity set out above in respect of any particularloss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).
- e) The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to agreement, including the work, deliverables or services covered by this agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under agreement. The liability cap given under this clause shall not be applicable to the indemnification obligations set out above.
- f) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in above) even if it has been advised of their possible existence.

Pr

K

P

X

w.h/

g) The allocations of liability in this section represent the agreed and bargained-forunderstanding of the parties and compensation for the services reflects such allocations. Each party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other party pursuant to this agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

18 FORCE MAJEURE

If at any time, during the continuance of the work order, the performance in whole or in part by either party of any obligation under the selection is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, acts of state or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the countryof the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to terminate the work order /contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the work order /contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further, that if the performance in whole or in part or any obligation under the selection is prevented or delayed byreason of any such event for a period exceeding 60 days, RWD may at its option, terminate the work order. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. RWD shall however, be responsible to pay the selected Agency for the services successfully rendered to the satisfaction of RWD under the Work / Purchase Orders issued pursuant to the contract.

19 DISPUTE RESOLUTION

- The Bidder / Agency and RWD shall endeavor their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the selection Work Order.
- In case any dispute between the Parties does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either Party for arbitration. Arbitration shall be held in Patna and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the third to be appointed by the Rural Works Department, Govt. of

P

, 4k 6

Bihar.

- The "Arbitration Notice" should accurately set out the disputes between the Parties, the intention of the aggrieved Party to refer such disputes to arbitration as provided herein, the name of the Person it seeks to appoint as an Arbitrator with a request to the other party to appoint its Arbitrator within 45 days from receipt of the notice. All notices by one Party to the other in connection with the arbitration shall be in writing and be made as provided in this RFP document.
- Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the Arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the service/s or the completion of the job, pending resolution of any dispute between the parties and shall continue to render the service/s in accordance with the provisions of the Contract/Agreement/Work Order notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

20 APPLICABLE LAW

The contract/work-order(s) will be governed by the laws & procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All disputes in this connection shall be settled in Bihar jurisdiction only.

21 TENDER DOCUMENT

The Tender Document can be collected from the office of **The Engineer-In-Chief, RWD** on payment of Rs.10,000/- in a DD drawn in favour "Additional Chief Executive Officer, BRRDA, RWD" payable at Patna. It can also be downloaded from the official website of RWD (https://www.rwdbihar.gov.in).



ANNEXURE 1 -COVERING LETTER FOR THE BID

(To be submitted on the letterhead of the bidder)

To

Engineer-In-Chief (HQ) Rural Works Department 5th Floor, Vishweshwaraiya Bhawan Off-Bailey Road, Patna - 800001

Subject: Submission of Bid for RFP / Tender No. ---

Sir,

This is to notify us that our company is submitting a bid in response to RFP / Tender No...... for Selection of Service provider for Showcasing and Projecting the Face changing achievements on Various Platform/ Forum of Mass Communication. Primary & Secondary contact for our company are as follows:

	Primary Contact	Secondary Contact
Company Name		
Name		
Title		
Address		
Phone / Mobile		
E-Mail		

We are responsible for communicating to the RWD in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold RWD responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with RWD on time.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this RFP / tender document including all forms, schedules and appendices hereto, and are fully informed of all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and conditions of the RFP and the procedure for bidding, evaluation and selection.

An R

n. W

We have enclosed the Bid Security Declaration as per the RFP conditions and I/We understand that on violation of the declaration, I/We may be penalized with suspension for participation in future for a period of up to one year in accordance with the provisions of RFP / tender documents.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to RWD are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead RWD in its evaluation process. We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or results in unduly favors to our company in the evaluation process, we are liable to be dismissed from the selection process or termination of the contract during the work order with RWD.

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

It is hereby confirmed that I / We are entitled to act on behalf of our corporation / company / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

PAR & W 6

ANNEXURE 2 -FORMAT FOR SUBMISSION OF TECHNICAL BIDS

Technical Bid Covering Letter

<Location, Date>

To,

Engineer-In-Chief (HQ)
Rural Works Department
5th Floor, Vishweshwaraiya Bhawan
Off-Bailey Road, Patna – 800001

Subject: Submission of the technical bid for selection of service provider for Showcasing and Projecting the Face changing achievements on Various Platform/ Forum of Mass Communication Sir,

The undersigned, on behalf of [give the name of firm], offers to provide services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our technical proposal.

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

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date)

Pha fuk 6

ANNEXURE 3 -FORMAT FOR SUBMISSION OF FINANCIAL BID

SECTION: FINANCIAL BID FORM

SL No	Item & Specification	Price per month	Taxes	Total for 3 months
01.	Showcasing and Projecting the Face changing achievements on Various Platform/ Forum of Mass Communication			
	(3-month period)			

Total Bid price in Rs	(In Words)
-----------------------	-----------	---

Signature of Bidder with seal Name **Business address**

ANNEXURE 4- Experience of working on projects of similar nature * in last three (3) financial years (FY 2020-21, 2021-22, 2022-23)

For Government of India / State Governments / Government Organizations / PSUs of Governmentof India / State Governments / Government Organizations / PSUs

Sr. No	Name of the Work / Project	Dui ation Amir	Amount	Documents		
			Start Date	End Date		Attached <please also<br="">specify the page nos.></please>

^{*}Similar nature means work related to social media strategy, planning, advertisement, influencer programmes related to rural development, content creator etc.

ANNEXURE 5-Resources deployed in the project (List of all required resources)

Sr.No	Name of the Professionals	Age	Sex	Qualification	Relevant Experience	Role
						e.g. Team leader/ Content writer etc.
h	μ	1	1.1	, 6		

ANNEXURE 6 - FORM OF PERFORMANCE BANK GUARANTEE APPLICABLE EQUIVALENT TO 5% OF THE IMPLEMENTATION COST

(Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Beneficiary: [insert name and Address of Purchaser]

Date: [Insert date of issue]

PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [Insert reference number of the contract] dated [insert date] with the Beneficiary, for the supply of _ [insert name of contract and brief description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

P

A L

f 1, h 6

This guarantee shall expire, no later than the Day of, 2..., and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

The Request of Proposal (RFP) has been approved by departmentally constituted committee.

Prashant Kumar

(Assistant Engineer, RWD)

Gopal Krishna

(Executive Engineer, RWD)

Arvind Kumar

(Assistant Engineer, RWD)

(Superintendent Engineer, RWD)

SriPrakash

(Assistant Engineer, RWD)

(Chief Engineer-02, RWD)

(Chief Engineer-03, RWD)

Khalikujjma

(Chief Engineer-01, RWD)

Bhagwat Ram

(Engineer-in-Chief, RWD)

Amrendra Kumar Sinha

(Engineer-in-Chief-Cum-Additional Commissioner-Cum-

Special Secretary, RWD)

Sanjay Dubey

(Special Secretary, RWD)