

**Govt. of Bihar**  
**Rural Works Department**

**Request for Proposal (RFP)**  
**For**  
**Engagement of Agency for Communication, Information Dissemination &**  
**Awareness Generation**

Ref No. - *RWD-Prachar- RFP-01/2024-25*

Patna/Dated- *26/12/2024*

Request for Proposal (RFP) is invited for Selection of Agency for Communication, Information Dissemination and Awareness Generation on Various Platforms / Forums of Mass Communication for Rural Works Department, Bihar. The Bid document comprises qualifying information, eligibility criteria and terms of reference. RFP and other details can be downloaded from <https://rwdbihar.gov.in> & PMGSY e-tender portal. The schedule of dates and other relevant information is given below:

**Schedule of Dates & Other relevant information**

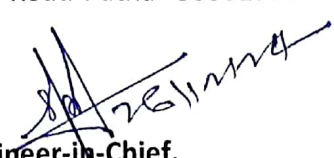
Sl. No.	Description	Date
1	Date of issue of RFP	24/12/2024
2	Period of sale/downloading of RFP Document	From 02/01/2025, 11:00 AM IST to 27/01/2025, 3.00 PM IST
3	Pre-Bid Meeting Date/Time	09/01/2025 at 03:00 PM IST in the Conference Hall of Rural Works Department, Government of Bihar, 5th Floor, Vishweshwaraiya Bhawan, Bailey Road, Patna - 800015.
4	Last Date and Time for Receipt of Proposal	27/01/2025 2024 at 3:00 PM
5	Date and Time of opening of Technical Proposal	28/01/2025 2024 at 3:30 PM
6	Date and Time of opening of Financial Proposal	Shall be informed later

2. RFP processing cost of Rs. 10000/- (Non-Refundable) and RFP Security cost of Rs. 1000000/- will be submitted online (PMGSY e-tender online Account-through PMGSY e-tender portal by Internet Banking only). All concerned please note that the process will not move forward if the RFP Document's Cost (Tender Fee) and RFP Security cost is not paid through PMGSY e-

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tender portal by Internet Banking. No other form of RFP Document cost and RFP Security cost will be accepted.

3. The selection of firms shall involve two stage bid system (Technical and Financial). In the first stage, technical proposal shall be evaluated. The financial proposals of only technically qualified bidders shall be evaluated on QCBS Basis with 80:20 weightage for technical and financial scores respectively.
4. The proposal shall be submitted in English language and all correspondences shall be in same language.
5. As per the Terms and Conditions of the RFP, the agency shall perform all the duties as per the Conditions defined in TOR given in RFP along with any amendment thereof. The selection of agency shall follow the laid down procedures given in the RFP document.
6. All the submitted documents shall have the signature of the authorized signatory/ies of the agency /firm.
7. Copy of Self-attested RFP Id sheet which will be generated (Acknowledgement Slip) when the RFP is successfully submitted by the agency - shall have to be submitted in offline mode to the tender - inviting authority before the last date and time of submission.
8. In case of any false representation of any kind in the process of bid submission, it will be treated as misrepresentation by the agency. Such agency shall be liable to be debarred for participating in bids for five years.
9. Details of tender related information can be viewed/ downloaded from the website <http://pmgsytendersbih.gov.in>. Interested Bidders will have to register with their DSC (Digital Signature Certificate) in the web site <http://pmgsytendersbih.gov.in>.
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12. For any queries, kindly contact the office of Engineer-In-Chief, Rural Works Department, Government of Bihar, 5th Floor, Vishweshwaraiya Bhawan, Bailey Road Patna -800015. E-mail- [engineerinchiefpwd@gmail.com](mailto:engineerinchiefpwd@gmail.com).

  
Engineer-in-Chief,  
Rural Works Department,  
Government of Bihar,  
5th Floor, Vishweshwaraiya Bhawan,  
Bailey Road, Patna -800015

**Rural Works Department (RWD)**  
**Government of Bihar**



**Request for Proposal**  
**for**  
**Engagement of Agency for Communication, Information**  
**Dissemination & Awareness Generation**

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**Rural Works Department**

**Government of Bihar**  
**5<sup>th</sup> Floor, Vishweshwaraiya Bhawan, Bailey Road,**  
**Patna- 800015**

to

## DISCLAIMER

1. 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 agency. 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 shall not have any liability to any prospective 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 shall 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 shall 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 supplement the information, assessment or assumption contained in this RFP.
7. RWD shall 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 agency 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 shall be made available on the website of RWD.
10. The property and assets created/ developed by the agency shall belong to RWD only. Data sharing without permission from RWD shall not be permitted to the agency.

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**Engineer-in-Chief,  
Rural Works Department,  
Government of Bihar,  
5th Floor, Vishweshwaraiya Bhawan,  
Bailey Road, Patna -800015**

## Instructions to Bidders

### 1. General Instructions

- a) The bidders can download the RFP from the RWD website (<https://www.rwdbihar.gov.in>) and at <http://pmgsytendersbih.gov.in>.
- b) 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.
- c) The amendment/corrigendum shall be notified at the above-mentioned websites, which shall be binding on the prospective bidders interested in participating in the bidding process. The bidders are therefore requested to continue monitoring the above-mentioned websites for any further information/amendment/corrigendum related to the bid.
- d) RWD reserves the right to cancel this RFP or modify the requirements at any stage of the RFP process cycle without assigning any reasons. RWD shall not be under obligation to give clarifications for aforementioned.

### 2. Proposal Submission Expense

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its RFP including preparation, mailing and submission of its RFP and subsequently processing the same. Rural Works Department, Bihar shall in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the Proposal Submission process.

### 3. Language of the RFP

The RFP submitted by the bidder and documents relating to the RFP shall be written only in English language.

### 4. Amendments to RFP Documents

At any time prior to the deadline for submission of RFPs, the Rural Works Department, Bihar may, for any reason deemed fit by it, modify the RFP document/s by issuing suitable



amendment(s) to it. Such an amendment shall be notified on website (<https://www.rwdbihar.gov.in>) of the Rural Works Department (RWD) and at <http://pmgsytendersbih.gov.in>. and the same shall be binding on all prospective bidders. Rural Works Department, Bihar shall not issue any separate communication in this regard.

#### 5. Pre-Bid Meeting

Bidders shall have to submit their queries in writing in offline mode to the tender inviting authority. To provide clarification to any doubt regarding terms and conditions, scope of work and any other matter given in the RFP document, a pre-bid meeting shall be scheduled in the Conference Hall, Rural Works Department, Government of Bihar, 5th Floor, Vishweshwaraiya Bhawan, Bailey Road, Patna. The clarification sought by representative of prospective bidders shall be responded appropriately. The Rural Works Department, Bihar shall upload written clarifications on website (<https://www.rwdbihar.gov.in>) and at <http://pmgsytendersbih.gov.in>. Further, the clarifications communicated by the Department shall be final and binding upon all the bidders. Bidders are advised to visit the website of Rural Works Department (<https://www.rwdbihar.gov.in>) and at <http://pmgsytendersbih.gov.in>. regularly for any updates/ corrigendum/ amendments etc.

#### 6. RFP Processing Cost & RFP Security Cost

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- a) The RFP Security Cost of unsuccessful bidders shall get automatically returned to them without any interest if they fail to qualify at any stage of the bidding process.
- b) The EMD shall be forfeited by Rural Works Department, Bihar hereunder or otherwise, under the following conditions:
  - If a bidder engages in a corrupt / fraudulent / coercive / undesirable or restrictive practice.

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- If a bidder withdraws its bid during the period of bid validity as specified in this RFP and as extended by the Rural Works Department, Bihar from time to time.
- In the case of selected bidder, if it fails within the specified time limit:
  - i. to sign the contract and/or
  - ii. to furnish the Performance Security (PS), before signing the contract agreement, within the period prescribed in the Letter of Intent (LoI).

**7. Bid Validity**

The submitted bids shall remain valid for a period of 180 days after the date of submission.

**8. Signing of the Contract**

The selected bidder shall have to submit the Performance Security (PS), as applicable before signing of the agreement. Non-fulfilment of this condition shall result in the cancellation of the award and forfeiture of the EMD with consequential action, if deemed fit.

**9. Duration**

The contract, if awarded, shall be initially valid for a period of one year (01 year) from the date of award. The contract may be extended for further period of two years (02 years) on annual basis on the same terms and conditions subject to satisfactory performance.

In case of breach of contract or in the event of not fulfilling the minimum requirements/ statutory requirements, Rural Works Department, Bihar shall have the right at any time to terminate the contract forthwith in addition to forfeiting the Performance Security amount deposited by the bidder and initiate punitive administrative actions as deemed fit.

**10. Sub-Contracting**

Sub-contracting of the work/part of work shall not be allowed under any circumstances and the contract shall be terminated in case the successful bidder sub-contracts its liabilities/ responsibilities/ obligations to others. Penal action may also be taken against the bidder.



#### 11. Modification to Contract

The entire document of RFP shall constitute the part of contract executed by the parties (Rural Works Department, Bihar, and the successful bidder). Modifications, if any, to the contract shall be in writing and with the consent of both the parties.

#### 12. Commencement of Services

The Agency shall commence the Services within a period of two (2) weeks from the Date of signing of the contract.

#### 13. Performance Security

- a) The Agency shall be required to submit acceptable Fixed Deposit Receipt (FDR) issued from any scheduled bank situated within the State of Bihar for an amount equal to 5% of the accepted contract amount towards Performance Security. The validity of the Fixed Deposit Receipt (FDR) shall cover entire duration of the assignment period plus 6 months. It is the responsibility of agency to keep the performance security alive for entire duration of assignment. The Fixed Deposit Receipt (FDR) shall be released after satisfactory completion of the assignment. If performance of the agency is not found satisfactory this security shall be liable to be forfeited. In addition, the agency shall be liable for action under other clauses of the Contract.
- b) The performance security should be submitted before executing the contract /signing of the contract document positively.
- c) If the bidder violates any of the terms and conditions of RFP document of this Notice Inviting RFP in any manner, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Rural Works Department, Bihar and the contract may also be cancelled/terminated. Further, the bidder may be blacklisted for a period as decided by the Rural Works Department Patna.

#### 14. ELIGIBILITY & EVALUATION CRITERIA

This invitation is open to organizations which fulfil the eligibility & qualification criteria as specified hereunder.

S.N.	Eligibility Criteria	Mandatory Documents to be submitted by the
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		<b>bidders</b>
1	The Bidder should be an established entity registered under Companies Act 1956/2013 or Partnership Act 1932 or Limited Liability Partnership Act 2008	<ul style="list-style-type: none"> <li>• For Company- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under Companies Act 1956/2013.</li> <li>• For Partnership Firm- Registration Certificate issued under Partnership Act 1932, along with Partnership deed.</li> <li>• For Limited Liability Partnership (LLP) Firm- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under Limited Liability Partnership Act 2008.</li> </ul>
2	The Bidder must have annual turnover of not less than <b>INR 3 crores</b> in any one year during the last three financial years (FY 2021-22, FY 2022-23 & FY 2023-24) and should have positive net worth in all the preceding three Financial years.	Audited Balance sheet and Profit & Loss Account for last three financial years (FY 2021-22, FY 2022-23 & FY 2023-24)
3	Bidder shall provide self-attested copies of (i) PAN card of bidder/firm (ii) Income tax return (ITR) of last three financial years (FY 2021-22, FY 2022-23 & FY 2023-24), (iii) GST Registration Certificate.	Self-attested copies of: (i) Bidder's PAN card (ii) Copy of Income Tax Return (ITR) for last three financial years (FY 2021-22, FY 2022-23 & FY 2023-24), (iii) Copy of GST Registration Certificate.

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4	Experience of at least 2 projects related to various types of media- traditional, social, promotional, and digital media in last 3 calendar years with Central / State Government Organization / Public Sector Unit (PSU) / reputed corporate organisation / Private Enterprises in India.	Experience certificate/ Completion certificate/work order issued by the Employer/ organization
5	At least 3 years of experience in various types of media- traditional, social, promotional and digital media with the Central / State Government Organization / Public Sector Unit (PSU) / reputed corporate organisation / Private Enterprises in India.	Experience certificate/ Completion certificate/work order issued by the Employer/ organization
6	Declaration that the bidder has not been debarred / blacklisted by any Government / Semi-Government Organization etc. as on the date of bidding.	As per Annexure 5

**15. Technical Evaluation**

**a. Criteria (Documentary evidence as mentioned above)**

Criteria	Details	Marks	Maximum Marks
Number of years of experience in various types of media- traditional, social, promotional, and digital media with the Central / State Government Organization /	Up to 2 years	5	15
	More than 2 Years to 5 years	10	

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Public Sector Unit (PSU) / reputed corporate organisation / Private Enterprises in India.	More than 5 years	15	
Full-time employees on payroll as on date one year prior to proposal submission due date.	Up to 10 employees	5	15
	More than 10 employees to 15 employees	10	
	More than 15 employees	15	
Average Annual turnover of the company in the last 3 years FY 2021-22, FY 2022-23 & FY 2023-24)	Up to 3 crore	5	15
	More than 3 crore to 5 crore	10	
	More than 5 crore	15	
Experience of completing projects* related to various types of media- traditional, social, promotional, and digital media in last 3 calendar years with Central / State Government Organization / Public Sector Unit (PSU) / reputed corporate organisation / Private Enterprises in India.	Up to 2 Projects	5	10
	More than 2 projects to 5 projects.	7	
	More than 5 projects	10	
Presentation on approach and methodology Outreach Plan and Strategy to execute the assignment.			20

**b. Team Composition**

S No	Key Personnel	Numbers	Minimum Qualification	Minimum Experience	Minimum Marks
1.	Team Leader	1	Post Graduate in Mass Communication/ Journalism/Literature	At least 5 Years of Experience in overall management of communication and social media team and proficiency in planning, managing and	5

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				successfully launching social media campaigns.	
2.	Content Developer and writer	2	Graduate in Literature/ mass communication / journalism with proficiency in English and Hindi.	<p>At least 3 years of total professional experience</p> <ul style="list-style-type: none"> <li>• Minimum 2 years of professional experience in content creation and copywriting.</li> <li>• Proven experience in developing content for digital platforms including websites, blogs, social media &amp; newsletters.</li> </ul>	4
3.	Media Manager-Digital	1	Graduate in Communication / digital media or related field. Certification in Social media management or digital communication shall be preferred.	<p>At least 3 years' experience in social media management</p> <ul style="list-style-type: none"> <li>• Strong understanding of SEO (Search engine optimization) and content optimization techniques.</li> <li>• Familiarity with content management system such as Word Press etc.</li> <li>• Experience in community communication and interface</li> </ul>	2

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4.	Media Manager-Traditional (News Paper & Journals)	1	Graduate in Mass communication / journalism	At least 3 years of experience in Writing for newspapers, magazines and journals.	2
5.	Graphic Designer	2	Graduate in Graphic design / Fine Arts Visual Communication with related certificates.	<p>At least 3 years experience in graphic designing</p> <ul style="list-style-type: none"> <li>• Proficiency in Graphic design software including Adobe Creative Suite (Photoshop, In Design)</li> <li>• Experience in UI/UX design shall be preferred.</li> </ul>	4
6.	Video Editor	1	Bachelor's Degree in Film, Media, or Related Fields	<ul style="list-style-type: none"> <li>• At least 3 years experiences in a professional environment. They may have worked on a variety of projects (e.g., TV commercials, corporate videos, online content) and have developed proficiency in multiple editing software tools.</li> </ul>	2
7.	Photographer	1	Bachelor's Degree or Associate's Degree in Photography or Related Fields	<ul style="list-style-type: none"> <li>• At least 3 years of professional experience, whether through freelance work, internships</li> <li>• Proficiency in Adobe</li> </ul>	2

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				Photoshop, Lightroom, or other photo editing software is typically a must. Specialized software like Capture One or DxO may be required for certain roles.	
8.	Videographer	1	Bachelor's degree in Film Production, Media Studies, Communications, Digital Media, or Journalism	<ul style="list-style-type: none"> <li>• At least 3 years of experiences in videographers field often gain more responsibility and work independently</li> <li>• shooting and editing larger projects like corporate videos, product demos, or documentaries.</li> </ul>	2
9.	Press Release Writer	1	Graduate in English, Journalism, or Communications.	<ul style="list-style-type: none"> <li>• At least 3 years of experiences in Press Release Writer or Journalist.</li> <li>• Superb written and verbal communication skills, Mastery of the AP style, Strong editing and proofreading skills, Knowledge of the best Public</li> </ul>	2

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<b>Total (a+b)</b>					<b>100</b>

**Note: Bidders scoring at least 60%, shall qualify for the opening of financial bids.**

**16. Evaluation Formula**

The Agency 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.

## 17. Terms of reference:

### 1 CONTEXT

Rural roads constitute the backbone of economic, social and administrative connectivity and play an important role in the context of rural – urban continuum. Rural Works Department, Bihar is the administrative department for the construction and maintenance of rural roads. The major schemes of the department are Pradhan Mantri Gram Sadak Yojana (PMGSY), Mukhya Mantri Gram Sampark Yojana (MMGSY), Mukhya Mantri Gramin Sadak Unnayan Yojana (MMGSUY), Maintenance and repair (MR) etc. The overall thrust of the department is to create and maintain a solid network of rural roads. The department headed by Additional Chief Secretary/ Principle Secretary/Secretary works through 2 Engineers-in- Chief, 8 Chief Engineers, 22 Works circles and 108 PIUs.

#### 17.1 Objectives:

The broad objectives include but are not limited to:

- a. Develop and deliver suitable communication through different channels to create awareness about Departmental initiatives and achievements.
- b. Create, update, upload and communicate relevant content to people at large.
- c. To create a strong audience community.
- d. To increase visibility of RWD in the state/ outside the state.
- e. To create a simple and user-friendly system for exchanging ideas and feedback and response to the queries raised.

#### 17.2 Scope of work includes but not limited to:

##### a) Social Media Strategy & Planning

- Development of an overall social media strategy.
- Development and management of the Facebook/ 'X'/ YouTube/ LinkedIn of the Rural Works Department (with its prior approval on all content). Other channels could be added following discussion with and prior approval of the RWD.
- Preparation and submission of quarterly and monthly plans in consultation with the approval of RWD.



- Development and implementation of social media campaigns for:
  - Developing a positive environment for the progress made by the department.
  - Supporting events / campaigns which shall include social media corners at the event / developing the content in advance (e.g. articles/tweet packs), during and after the event, producing Photographs, GIFs, Reels, Animated videos.
  - The agency shall 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) Developing & implementing Influencer programme on rural development efforts of the government with emphasis on rural roads**

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

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

**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 / 'X' chats.
  - Cover Skins & Profile Pictures for Social Channels.
  - YouTube uploads based on the videos received or created.

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- Facebook posts, LinkedIn posts and 'X' packs.

Content shall 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 initiatives and activities of RWD by placing them 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 'X'; likes, Subscribers on You tube; likes, Connections and shares on LinkedIn etc).
- % increase in engagement with our target groups.
- % increase in traffic to website.
- umber of likes / followers on Facebook/ 'X'/ You tube/ LinkedIn.
- Number of stories/news/case studies/Reels posted on digital media.

**f) Searchability 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.



### **18. Substitution of Key Personnel**

The RWD expects all the Key Personnel specified in the Proposal to be available during the implementation of the Agreement. The RWD shall not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Agency and the concerned Key Personnel. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the RWD. No payment shall be made during the substitution or vacant period of the personnel, subject to the circumstances that the substitute is not at par with the RWD standards as defined in this agreement, which may result to loss/hampering/suffering of work. Delay in deployment of manpower shall be subject to penalties which shall be decided by RWD.

### **19. Travel by personnel:**

The personnel shall not be remunerated for daily commutation to the office. However, in case of field trips with the prior approval of the competent authority, they shall be remunerated as per existing provisions of the department.

### **20. Obligation of RWD**

Unless otherwise specified in the Agreement, the RWD shall make best efforts to ensure:

- (a) Provide the Agency and its Personnel Identity card/work permit and such other documents as may be necessary to enable the Agency or its Personnel to perform the Services.
- (b) Issue to officials, agents, and representatives of the Government all such instructions as maybe necessary or appropriate for the prompt and effective implementation of the Services.
- (c) Work space and a Nodal Officer to coordinate with and oversee the functioning of the team.

### **21. Deliverables and Payments**

The Agency shall deliver outputs and deliverables as agreed with the RWD from time-to-time. An indicative list of outputs is as follows:

- a. No advance payment shall be considered by the RWD.

*hr* *hr*

- b. Payment to the selected agency shall be made on monthly basis for those activities completed as per the scope of work defined in this RFP and as per the directions given by the department. The invoice shall be accompanied by monthly Progress Report as a supporting document for the activities performed during the period.
- c. On completion of activity, the agency shall submit an invoice in triplicate with supporting documents, if any, to the RWD for payment. After completion of the due procedures, in the RWD, payment shall be made by electronic transfer of funds to the bank account of the agency concerned in INR.
- d. For facilitating Electronic Transfer of funds, the selected agency shall be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the agency.

## 22. TERMINATION, DISPUTE RESOLUTION & OTHER

- a) If any bidder is found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent (LoI) or agreement formalization after signing of contract, shall be liable for punitive action amounting to blacklisting of the bidder, the forfeiture of concerned EMD and/or Performance Security also, whatever it relates.
- b) Notwithstanding anything contained here, the Rural Works Department, Bihar without prejudice to any other contractual rights and remedies available to it, shall by written notice of default sent to the bidder, can terminate the contract in whole or in part, if the bidder fails to perform services as specified in the contract agreement or any other contractual obligations within the time period specified in the contract and the firm may be blacklisted; consequently, the performance security may be forfeited.
- c) **Termination for Insolvency** - If the bidder becomes bankrupt or insolvent, it shall inform the Rural Works Department, Bihar within 30 days written notice to terminate the contract. Rural Works Department, reserves the right to terminate, without any



compensation, whatsoever, to the bidder, and may forfeit the performance security.

- d) **Termination by mutual consent** - In the event the Rural Works Department, and the bidder mutually agrees to terminate the contract, either party shall give 30 days written notice to the other party and after the consent of both the parties contract may be terminated without any Legal or financial obligations on either party to the contract.
- e) **Termination due to unsatisfactory performance:** Contract with the agency shall be terminated in the following circumstances:
  - I. Agency fails to begin work within two (2) weeks of the contract being awarded.
  - II. Fail to ensure replacement of manpower (if any) within 10-days period of any vacancy arising.
  - III. Fail to carry out its responsibilities or improve its performance to the satisfaction of the department.

### 23. Force Majeure

- a) For purposes of this clause, Force Majeure means an event beyond the control of the bidder and not involving the bidder's fault or negligence, and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, earthquake, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- b) If a Force Majeure situation arises, the bidder shall promptly notify the Rural Works Department, Bihar in writing of such conditions and the cause thereof within 7 days of occurrence of such event. Unless otherwise directed by the bidder in writing, the bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.





## 24. Notices

Notice, if any, relating to the contract to be given by one party to the other, shall be sent in writing or e-mail or by post. The addresses of the parties for exchanging such notices shall be the addresses as incorporated in the contract between the Rural Works Department, Bihar and the bidder.

## 25. Resolution of Disputes

- 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 get settled 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.
- 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.

## 26. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the



time being in force.

## 27. CONFIDENTIALITY AND SECURITY

- a) The selected Agency and its Personnel shall 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 shall 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:
  - I. Information already available in the public domain;
  - II. Information which has been developed independently by the selected Agency;
  - III. Information received from a third party who had the right to disclose the aforesaid information;
  - IV. Information which has been disclosed to the public pursuant to a court order.
- f) 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 intent to evidence and support of its work experience under this agreement.

## 28. 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 claim against 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 shall defend such claim at its expense and shall pay any costs or damages, that may be finally awarded against Indemnified Party.
- c) Indemnifying Party shall not indemnify the Indemnified Party, however, if the claim of infringement is caused by
- I. Indemnified Party's misuse or modification of the service;
  - II. 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 by Indemnified 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:
- I. 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 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:
  - i. be entered into only with the consent of the Indemnified Party, which consent will 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 indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such

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indemnification relates; and

- IX. If a Party makes a claim under the indemnity set out above in respect of any particular loss 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.
- g) The allocations of liability in this section represent the agreed and bargained-for understanding 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.

Two handwritten signatures in black ink, one to the left and one to the right, appearing to be initials or names.

**ANNEXURE 1 -COVERING LETTER FOR THE BID**  
(To be submitted on the letterhead of the bidder)

To  
Engineer-In-Chief  
Rural Works Department  
5<sup>th</sup> Floor, Vishweshwaraiya Bhawan  
Off-Bailey Road, Patna - 800001

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

Sir,

This is to notify us that our company is submitting a bid in response to RFP No..... for Communication, Information Dissemination and Awareness Generation on Various Platforms / Forums 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 Primaryor/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.



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:

Handwritten signature in black ink, consisting of a stylized 'M' followed by a large, flowing signature.

**ANNEXURE 2 -FORMAT FOR SUBMISSION OF TECHNICAL BIDS**

**Technical Bid Covering Letter**

<Location, Date>

To,

Engineer-In-Chief  
Rural Works Department  
5<sup>th</sup> Floor, Vishweshwaraiya Bhawan  
Bailey Road, Patna – 800001

Subject: Submission of the technical bid for Communication, Information Dissemination and Awareness Generation on Various Platforms / Forums 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)

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<Company Letter head>

Technical Bid Format

**Engagement of Agency for Communication, Information Dissemination & Awareness generation**

Name of the company/ firm and Complete Postal Address (as per Registration Certificate)		
Company/Firm Profile:		
Name, Designation and Tel. No(s) of the Contact Person, Mobile / Phone, and emailaddress.		
Declaration that the bidder has not been debarred / blacklisted by any Government/Semi-Government Organization (As per annexure 5)		
Total Number of years of experience in various types of media- traditional, social, promotional, and digital media with the Central / State Government Organization / Public Sector Unit (PSU) / reputed corporate organisation / Private Enterprises in India.		
Statutory details (photocopy to be attached) a) Registration No. of the Firm- b) PAN- c) GST Reg. No.-		
Full-time employees on payroll as on date one year prior to proposal submission due date.	Name (List of employees 1. 2. 3.....	Date of Joining

*Handwritten signature*

Average Annual turnover of the company in the last 3years	FY 2021-22	FY 2022-23	FY 2023-24	
9. Experience of completing projects related to Communication, Information Dissemination & Awareness generation in last 3 calendar years with Central / State Government Organization / Public Sector Unit (PSU) / reputed corporate organisation / Private Enterprises in India.	Name of the Project	Name of the Party (Central / State Government Organization / Public Sector Unit (PSU) / reputed corporate organisation / Private Enterprises in India.	Date of Starting of project	Date of completion of project
	1.			
	2.			
	3.			

**Note: Attach necessary documentary evidence to substantiate information mentioned above.**

**\* If the contract is successfully completed, the bidder must provide a completion certificate for that duration.**

< Authorized

Signature >Name :

Designation :

&lt;Company Letter head&gt;

**FINANCIAL BID FORMAT**

To,  
 Engineer-in-Chief,  
 Rural Works Department,  
 Government of Bihar, 5th Floor,  
 Vishweshwaraiya Bhawan, Bailey  
 Road,  
 Patna -800015

**Engagement of Agency for Communication, Information Dissemination & Awareness  
 generation**

S.no	Item	Bid amount (A)	Applicable tax (B)	Remarks (if any)
1	Communication, Information Dissemination & Awareness generation and manpower charges inclusive of all travelling and other expenses, as per scope of work as mentioned in RFP, for one year (applicable tax extra)			
	<b>Total (A+B)</b>			

Bid amount in words -

*mu* 

.....

**<Authorized**

**Signature>Name:**

**Designation:**

**Note: In case of any discrepancy amount quoted in words only shall be considered.**

A handwritten signature in blue ink, consisting of a stylized first letter followed by a surname.

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

.....  
.....

Dear Sir,

WHEREAS ..... (*Name of Bidder*) hereinafter called "the Bidder" has been identified and selected for ....., and has undertaken, in pursuance of Contract dated 2024 (hereinafter referred to as "the Contract") to implement the [Name of the project: **Request for Proposal for Engagement of Agency for Communication, Information Dissemination & Awareness generation.**

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the project/performance of the [Name of theProject] as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to give **Engineer-in-Chief, Rural Works Department, Patna** the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs /- (... rupees only) to Rural Works Department, Bihar under the terms of the contract dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability



- of the Bank towards Rural Works Department, Bihar under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from Rural Works Department, Bihar stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to Rural Works Department, Bihar any and all sums demanded by Rural Works Department, Bihar under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from Rural Works Department, Bihar to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr..... (Mention the official address of the Bank)
  3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of ..... months from the date of its execution.
  4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
    - a. any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.
    - b. any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between bidder and the Bank.
  5. The Bank also agrees that Rural Works Department, Bihar at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against bidder and notwithstanding any security or other guarantee that Bihar Rural Works Department, Bihar may have in relation to the bidder's liabilities.
  6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of Rural Works Department, Bihar or any other indulgence shown Rural Works Department, Bihar or by any other matter or thing whatsoever which under law shall, but for this provision, have the effect of relieving the Bank.
  7. This guarantee shall be governed by the laws of India and only the judicial courts of Patna, shall have exclusive jurisdiction in the adjudication of any dispute which may arise

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hereunder.

Dated this the ..... Day of ..... 2024

Witness

1:Name:

(Signature)

Witness 2:

Name:

(Signature

)

*Am* *f*

ANNEXURE 5

Format for Declaration by the bidder for not being Blacklisted/Debarred: To be executed on a non-judicial stamp paper of appropriate stamp duty.

Date:

To,

Engineer-in-Chief,  
Rural Works Department,  
Government of Bihar,  
5th Floor, Vishweshwaraiya  
Bhawan, Bailey Road,  
Patna -800015

Subject: Submission of proposal in response to the RFP for " \_\_\_\_\_ "

Ref: RFP No.:

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company/Firm \_\_\_\_\_ is not blacklisted / banned / debarred/ declared ineligible / declared having dissatisfactory performance and not banned by the Government of Bihar/ Any other State Government/ Government of India which includes any Government Department, Public Sector Undertakings of the Government, Statutory Department formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, Rural Works Department, Patna reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you.

Yours

faithfully,





<Authorized  
Signatory >Name:  
Designation:  
Address:  
Contact No.  
e-mail ID

Handwritten signature in blue ink, consisting of a small mark followed by a stylized cursive signature.