



Government of Bihar

Department of Environment, Forest and Climate Change

**Office – Divisional Forest Officer, Research Training & Public Relation Division,
Sanyukt Van Bhawan, Nehru Nagar, Patliputra,
Patna - 800013**

Notice Inviting Proposal for Selection of Social Media Agency

1. Department of Environment, Forest and Climate Change, Government of Bihar, intends to hire an agency for maintenance of official account/pages of DEFCC on Twitter, Facebook, Youtube, Instagram and other social media platforms which may emerge in the future.
2. Interested Agencies may submit their Sealed Completed Technical and financial Proposals seperately along with the Earnest Money Deposit at the below mentioned address on any working day upto 30-09-2020 at following address :

Office of Divisional Forest Officer
Research Training & Public Relation Division
Sanyukt Van Bhawan, Nehru Nagar, Patliputra,
Patna-800013, Bihar

e-mail id – dfortpd@yahoo.in/Telephone – 0612-2262322

3. Schedule of Selection Process :

| | | |
|---|---|-----------------------|
| 1 | Closing date and Time for Submission of Bid | 30-09-2020 at 1.00 PM |
| 2 | Date and Time for opening of Technical Bid | 30-09-2020 at 3.00 PM |
| 3 | Date and Time for opening of Financial Bid | 30-09-2020 at 3.30 PM |

4. The detailed tender documents including terms and condition can be obtained from above address. It may also be downloaded from the website of **www.forest.bih.nic.in**
5. A firm will be selected under Quality cum Cost Based Selection (QCBS) Method as per procedures described in the Request of Proposal (RFP).
6. Department of Environment, Forest and Climate Change reserves the right to accept or reject any or all proposal without incurring any obligation to inform the affected applicant/s of the grounds.

Divisional Forest Officer
Research Training & Public Relation
Division, Patna

Government of Bihar



Request for Proposal (RFP) For Selection of Social Media Agency For Department of Environment, Forest and Climate Change Government of Bihar

September 2020

Ref No.:

Issued On:

Issued By:



Department of Environment, Forest and Climate Change, Government of Bihar
Aranya Bhawan, State Forest HQ, Patna – 800014

This page is intentionally left blank.

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 DEFCC 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.

This RFP is not an agreement or an offer by DEFCC to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the DEFCC in relation to the subject of this RFP. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This RFP may not be appropriate for all persons, and it is not possible for DEFCC, its employees or advisors to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions; assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

DEFCC, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or not, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

DEFCC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicants upon the statements contained in this RFP. DEFCC 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. The issue of this RFP does not imply that the DEFCC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be and DEFCC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

DEFCC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and DEFCC 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.

Table of Contents

| | |
|--|-----------|
| Abbreviations & Definitions | 10 |
| 1. Invitation for Proposal | 12 |
| 1.1 RFP Notice..... | 12 |
| 1.2 Data Sheet | 13 |
| 2. Introduction..... | 14 |
| 2.1 Project Brief | 14 |
| 2.2 Project Objectives..... | 14 |
| 3. Pre-Qualification/ Eligibility Criteria..... | 15 |
| 3.1 Pre-Qualification Criteria | 15 |
| 3.2 General Instruction of Bidding Process | 16 |
| 4. Scope of Work | 16 |
| 4.1 General..... | 16 |
| 4.2 Creative designing and repackaging: | 17 |
| 4.3 Enhancing reach of content on Internet and social media sites: | 17 |
| 4.4 Making the uploaded content viral / virility of content | 18 |
| 4.5 Performance Review | 18 |
| 4.6 Media Outreach | 18 |
| 4.7 Manpower Requirement..... | 18 |
| 4.8 Roles and Responsibilities of DEFCC and its authorized agency(s) | 18 |
| 4.9 Roles and Responsibilities of Selected Agency | 19 |
| 4.10 Project Deliverables & Time Line..... | 19 |
| 5. Manpower Specifications | 20 |
| 5.1 Deployment of Team | 20 |
| 5.2 Proposed Resources Competencies..... | 20 |
| 6. Bidding Process..... | 21 |
| 6.1 Time Schedule for Bidding | 21 |
| 6.2 Cost of Bidding | 22 |
| 6.3 Validity of Proposals | 22 |
| 6.4 Clarification of Tender Document..... | 22 |
| 6.5 Clarification | 23 |
| 6.6 Amendment of Tender Document..... | 23 |

| | | |
|------|--|----|
| 6.7 | Bid Preparation | 23 |
| 6.8 | Procedure for Submission of Bids | 24 |
| 6.9 | Authentication of Bid | 24 |
| 6.10 | Validation of Interlineations in Bid | 25 |
| 6.11 | Financial Bid | 25 |
| 6.12 | Firm Price | 25 |
| 6.13 | Revelation of Prices | 25 |
| 6.14 | Terms and Conditions of Tendering Firms | 25 |
| 6.15 | Bid Submission | 25 |
| 6.16 | Earnest Money Deposit | 26 |
| 6.17 | Criteria for Evaluation of Proposals | 27 |
| 6.18 | Opening of Bids | 29 |
| 6.19 | Correction of Arithmetic Errors in Financial Bids | 29 |
| 6.20 | Right to Accept or Reject Proposal | 29 |
| 6.21 | Bid Selection Method | 29 |
| 6.22 | Disqualification | 30 |
| 7. | General Terms and Conditions | 31 |
| 7.1 | Application | 31 |
| 7.2 | Applicable Law | 31 |
| 7.3 | Relationship Between Parties | 31 |
| 7.4 | Standards of Performance | 31 |
| 7.5 | Firm/company Personnel | 31 |
| 7.6 | Documents/Knowledge Transfer | 31 |
| 7.7 | Governing Language | 32 |
| 7.8 | Intellectual Property Rights (IPR) | 32 |
| 7.9 | Copyright | 32 |
| 7.10 | Assignments | 32 |
| 7.11 | Award of Contract | 32 |
| 7.12 | Monitoring of Contract | 32 |
| 7.13 | Payment Terms | 33 |
| 7.14 | Bank Guarantee | 33 |
| 7.15 | Execution of Agreement | 33 |
| 7.16 | Penalty | 34 |

| | | |
|------------|---|-----------|
| 7.17 | Fraud and Corruption | 34 |
| 7.18 | Plagiarism | 35 |
| 7.19 | Confidentiality | 35 |
| 7.20 | Termination | 35 |
| 7.21 | Force Majeure | 36 |
| 7.22 | Resolution of Disputes | 36 |
| 7.23 | Legal Jurisdiction | 37 |
| 7.24 | Notice | 37 |
| 7.25 | Limitation of Liability | 37 |
| 7.26 | Deliverables | 37 |
| 7.27 | Validity of Contract | 37 |
| 7.28 | Others | 38 |
| 8. | Exit Management | 38 |
| 8.1 | Purpose | 38 |
| 8.2 | Cooperation and Provision of Information | 39 |
| 9. | Annexure: Forms and Template for Bid Response | 39 |
| 9.1 | Technical Proposal Forms | 39 |
| 9.2 | Financial Proposal Forms | 40 |
| 10. | Technical Proposal Forms | 41 |
| | Form – 1: Covering Letter | 41 |
| | Form – 2: Declaration of Acceptance of Terms and Conditions in RFP | 43 |
| | Form – 3: General Information about bidders | 44 |
| | Form – 4: Bidder's Annual Turnover and Net-worth Certificate | 45 |
| | Form – 5: Bidder's Relevant Experience Certificate | 47 |
| | Form – 6: Particulars of key professionals | 48 |
| | Form – 7: CV's of key professionals | 49 |
| | Form – 8: Approach, Methodology and Work Plan | 50 |
| | Form – 9: Undertaking on being not black listed | 51 |
| | Form – 11: Undertaking on office premises | 52 |
| | Form – 12: Bank Guarantee for Earnest Money Deposit | 53 |
| | Form – 11: Covering Letter | 54 |
| | Form – 12: Financial Bid | 55 |

This page is intentionally left blank.

Abbreviations & Definitions

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

| | |
|---------------------|---|
| EMD | Earnest Money Deposit |
| GoB | Government of Bihar |
| ICT | Information and Communications Technology |
| INR | Indian Rupee |
| ISO | International Organization for Standardization |
| LoI | Letter of Intent |
| Personnel | Professional and Support staff provided by the firm/ company and assigned to perform service to execute an assignment and any part thereof. |
| Proposals | Proposals submitted by bidders in response to the RFP issued by DEFCC for selection of firm/company |
| RFP | Request for Proposal |
| Services | Work to be performed by the firm/ company pursuant to the selection by DEFCC and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by DEFCC |
| TIN | Tax Identification Number |
| WO/ PO | Work Order/ Purchase Order |
| Working Days | Working days is defined as working days as per Government of Bihar and working hours are defined as 09:30 hours till 18:00 hours IST |

1. Invitation for Proposal

1.1 RFP Notice

- a) Department of Environment, Forest and Climate Change (DEFCC) is the nodal department of the State Government of Bihar for planning, promotion, coordination and overseeing the implementation of Bihar's environmental, forestry and climate change policies and programs. The principal objectives of the Department are:
- To protect and improve the natural environment including forests, wildlife, wetlands, climate change, biodiversity and to rehabilitate the natural ecological system (eco-system).
 - To create biological resources for catering to various needs of the people on sustainable basis.
 - To increase tree cover outside forests to achieve the goal of adequate greenery in the state as envisaged in the National Forest Policy.
 - To implement the provisions under various Acts/Rules related to forest, wildlife, environment and climate change.
 - To strive to achieve the overall goal of the National Forest Policy 1988 with respect to the State of Bihar.
- b) The requirement under this RFP is to select a Social Media Agency for related activities of DEFCC.
- c) Any contract that may result from this public procurement competition will be issued for a term of **One (01) Year ("the Term")**.
- d) DEFCC reserves the right to extend the Term for further period of maximum of **One (01) Year** on the same terms and conditions, if required.
- e) The RFP include the followings:
- Section 1 - Invitation for Proposals
 - Section 2 – Introduction
 - Section 3 - Eligibility Criteria
 - Section 4 - Scope of Work
 - Section 5 – Manpower Specification
 - Section 6 - Bidding Process
 - Section 7 – General Terms and Conditions
 - Section 8 – Exit management
 - Section 9 – Annexure: Technical Proposal & Financial Proposal

- f) Interested Agencies may download the RFP document from the website <http://forest.bih.nic.in/>.
- g) DEFCC reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.

1.2 Data Sheet

| S. No | Information | Details |
|-------|---|--|
| 1. | Earnest Money Deposit (EMD) in the form of a DD | INR 1,00,000/- (Refundable) |
| 2. | Last date and time for submission of queries | “<<insert date>>” up to 1500 hrs. |
| 3. | Last date and time for submission of DDs of EMD at DEFCC | “<<insert date>>” up to 1500 hrs. |
| 4. | Last date and time for submission of proposals (Technical and commercial/Financial) | “<<insert date>>” up to 1500 hrs. |
| 5. | Opening of Technical Bids | “<<insert date>>” at 1600 hrs Sanyukt Van Bhawan, Van Vibhag Rd, Nehru Nagar, Patliputra Colony, Patna, Bihar 800013 Tel: 612-....., Fax: 612-..... |
| 6. | Contact Person for queries | Shri Sudhir Kumar, Divisional Forest Officer, Research, Training & Public Relation Officer Email: dfortpd@yahoo.in Tel: 0612-2221957, Fax: 612-2256402 |
| 8. | Address at which proposal in response to RFP notice is to be submitted: | Office of Divisional Forest Officer, Research Training and Public Relation Officer, Sanyukt Van Bhawan, Van Vibhag Rd, Nehru Nagar, Patliputra Colony, Patna, Bihar 800013 |
| 9. | Bid validity | 180 days, From date of financial bid opening |
| 10. | Bid Selection Method | Quality cum Cost Based System (QCBS) |

2. Introduction

2.1 Project Brief

Department of Environment, Forest and Climate Change (DEFCC) is the nodal department of the State Government of Bihar for planning, promotion, coordination and overseeing the implementation of Bihar's environmental, forestry and climate change policies and programs.

DEFCC intends to hire an agency for maintenance of Official accounts/pages of DEFCC on Twitter, Facebook, YouTube, Instagram and other social media platforms, which may emerge in the future. The project includes:

- a. Creation of relevant blogs and forums
- b. Daily informative and promotional updates in the form of relevant text, pictures, audio, unique & interactive content, interviews, news, quiz, etc.
- c. Regularly organize online surveys, quizzes, contests on all platforms in consultation with the DEFCC.
- d. Publicize all festivals, cultural events, National and International events suggested by DEFCC, using these social media platforms.
- e. Management of queries received on all platforms
- f. Moderation of all platforms in order to deal with spam, unauthorized advertisements, inappropriate content etc.
- g. Create relevant tagging & linkages of content on all platforms.
- h. Perform live coverage of select events through Live Tweeting, Facebook posts/live of the Event at various social media platforms of DEFCC.
- i. Enhance audience engagement for generating awareness of people on educational issues, generate buzz about DEFCC's activities and engage citizens over DEFCC initiatives.
- j. To provide training, skill up-gradation and capacity building of the officers of DEFCC to handle social media sites through lecture, seminar, workshop, class room online teaching etc.

2.2 Project Objectives

DEFCC, envisages to undertake its Marketing, Communication and PR activities via social media with following objectives:

- a. Establish DEFCC as brand
- b. New look to Social Media Platforms
- c. Citizen engagement
- d. Create awareness about Governance Schemes/Policies/Services amongst masses
- e. Query Management
- f. Monitoring any unauthorized access
- g. Branding and promotion
- h. Training and capacity building of Department's officials for usage of social media

3. Pre-Qualification/ Eligibility Criteria

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

3.1 Pre-Qualification Criteria

| S.No. | Basic Requirement | Eligibility Criteria | Documents Required |
|-------|--|---|--|
| 1 | Legal Entity | The Bidder should be registered in India under the Indian Companies Act 1956 and should have operated in India for a minimum of 2 year. Bidder should be registered in India under MSME or Startup India | Copy of Certificate of Incorporation from Registrar of Companies Documentary proof |
| 2 | Annual Turnover | Average Annual Turnover of the bidder from Digital PR and/or Social Media/ Branding in India during last three financial years, i.e., from 2017-18 to 2019-20 (as per the last published audited balance sheets), should be at least INR 20 Lakh | CA Certificate with CA's Registration Number/ Seal |
| 3 | Net worth Certificate | The net worth of the bidder, as on 31-Mar- 2020, should be Positive | CA Certificate with CA's Registration Number/ Seal |
| 4 | Work Order Certificate | The bidder should have prior experience of having executed or executing at least 2 assignments in Digital PR and/or Social Media/ Branding Activity for any State Government/ Central Government/ State PSU/ Central PSU/ Corporate. | Copy of Work Order / Contract to be attached (with clear details around scope of work and value of the project). |
| 5 | Tax Registration | The bidder should have a registered number of i. GST ii. Income Tax / Pan number | Copies of relevant certificates of registration |
| 6 | Technical Resource | The Bidder must have a minimum strength of 20 fulltime resources on the payroll of the company in India at the time of bid submission. | Certificate from HR Dept. on company letterhead. |
| 7 | National Concerns for Internet Hospitality | Agencies supporting/ Promoting any of the following content either in digital/physical format will be treated negative for business: 1. Anti-National content 2. Pornographic & Trafficking content 3. Malicious content 4. Content hurting religious | Self-certification On Letter Head |

| S.No. | Basic Requirement | Eligibility Criteria | Documents Required |
|-------|-------------------|---|--------------------|
| | | sentiments 5. Promoting piracy in any form | |

Technical Proposal for only those bidders, who qualify in Pre-qualification criteria, will be evaluated.

3.2 General Instruction of Bidding Process

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

4. Scope of Work

4.1 General

- Maintenance of Official accounts/pages of DEFCC on Twitter, Facebook, YouTube, Instagram and other social media platforms which may emerge in the future.
- Creation of relevant blogs and forums wherein the participation of targeted audience can be invoked.
- New Look: Give all Social Media Platforms a new look every month (if required) by putting up new creative features, theme lines, links etc.
- Updates: Daily informative and promotional updates in the form of relevant text, pictures, audio, unique & interactive content, interviews, news, quiz, etc.
- Engage with users: Regularly organize online surveys, quizzes, contests on all platforms in consultation with the DEFCC.
- Publicity: Publicize all festivals, cultural events, National and International events suggested by DEFCC, using these social media platforms.
- Query Management: All queries received on all platforms which need not require inputs from DEFCC must be replied to within 24 hours and all queries which require a consultation with DEFCC should be answered within two working days.
- Gate Keeping: Moderation of all platforms in order to deal with spam, unauthorized advertisements, inappropriate content etc.
- Tagging: Create relevant tagging & linkages of content on all platforms.

- x. Copyright: Content shared online must be copyright protected and unauthorized use of this must be monitored.
- xi. Live Coverage of the Event: Perform live coverage of select events through Live Tweeting, Facebook posts/live of the Event at various social media platforms of DEFCC.
- xii. Enhance audience engagement on all social Media channels through designing and implementing contests, campaigns & promotions, etc. for generating awareness of people on educational issues, generate buzz about DEFCC's activities and engage citizens over DEFCC initiatives.
- xiii. Ensure through promotional activities that the viewership over social media site of the DEFCC increases substantially and increase its reach.
- xiv. Ensure that significant posts made by the public on DEFCC's social networking site is monitored on a real time basis and is brought to the notice of the designated official through frequent e-mail reports.
- xv. Round the clock running of DEFCC's entities on the agreed upon social media sites, updating, analyzing social media trends, moderation and intervention as and when required.
- xvi. To provide training, skill up-gradation and capacity building of the officers of DEFCC to handle social media sites through lecture, seminar, workshop, class room online teaching etc.
- xvii. Should have credible contingency plan to effectively handle crisis and emergencies.
- xviii. To ensure that viewing and uploading on the managed Social Media sites (i.e. Twitter, Facebook etc.) is smooth and uninterrupted.

4.2 Creative designing and repackaging:

- i. Creative content generation, recreate or convert the content and repackage the available content. The content may be of various forms such as graphics, cartoons, smart art, animations, story board etc. design on subject of DEFCC's initiatives and programs.
- ii. Repackaging of the content (videos and photographs) into suitable formats (video packages and others).
- iii. Uploading of repackaged and creative content on various social media platforms such as Twitter, Facebook, and YouTube etc.
- iv. Above is to be done without any infringement of Intellectual Property Rights (IPR).
- v. Quality writing skills to be ensured in such activities.

4.3 Enhancing reach of content on Internet and social media sites:

- i. Agency would be responsible for enhancement of the reach of the messages and other activities of DEFCC on various social media platforms through non-paid means so that the content would reach to the last mile on internet domain on real

time basis. The agency should have capability to multiply the reach of content and promote content organically on various social media platforms.

- ii. The agency should be able to develop interesting and innovative content, campaigns, competitions, so as to have proper communication strategy for various social media platforms to enhance the reach of content in real time basis.

4.4 Making the uploaded content viral / virility of content

- i. Agency would be responsible to make the content appealing, with potential to go viral on the internet and other social media sites. This will make the initiatives, achievements of DEFCC to reach on various social media platforms to the last mile on internet domain in real time basis.
- ii. The agency should have capability to multiply the reach of content and promote content and make it viral, following fair and legitimate methods.

4.5 Performance Review

- i. The agency will submit a suggested process of Performance Review on a quarterly basis. This will be appropriately and suitably amended (if required) by DEFCC and implemented.

4.6 Media Outreach

- i. Project Manager and content writer will be also be responsible for media activities such as Press release drafting, Story generation, Story Publishing, Media interviews, Byline articles and branding of Department of Environment, Forest and Climate Change.

4.7 Manpower Requirement

- i. Project Manager, Content Writer and Graphic Designer should have requisite qualifications & experience as mentioned in Eligibility Conditions. Graphic designer will be responsible for creation of Graphic design, online design, and visualization of Social Media platform of DEFCC.
- ii. Two persons (Content Writer, Graphics Designer) shall be assigned for day to day coordination during working hours and also during the emergent exigencies. Even before and after the working hour or during weekend and holidays. The Project Manager may monitor the team remotely, but may have to visit HQ time to time as and when required.

4.8 Roles and Responsibilities of DEFCC and its authorized agency(s)

- i. DEFCC will facilitate all technical inputs and will work closely with the agency in the formulation and planning of the required activities.
- ii. Conduct project review meetings with the deployed team and monitor the implementation and overall progress of the project activities.
- iii. Provide direction to the deployed resources and enable them to achieve overall objective.
- iv. Provide periodic feedback.
- v. Review and approve the payments to the selected agency as per quality services provided by the resources of the agency.
- vi. Provide TA/DA towards any travel of any resource outside Patna for the assigned and approved tasks like discussions/meetings with any important stakeholders,

- network sources, etc., for meeting the deliverables effectively.
- vii. DEFCC/ DEFCC shall take up the following costs or reimburse later to agency for effective functioning of agency in delivering the tasks:
- Cost involving the agency to meet the additional demands towards delivering the outputs than what has been decided upon selection or in direct scope of work of this RFP document.
 - Cost involving any External agency to meet the tasks or additional demands towards delivering the outputs.
 - DEFCC/ DEFCC shall take up any cost towards the event management that is beyond the scope of agency like planning, designing, coordination and execution: Cost of venue/stalls, food and refreshments for audience/ guests, payment to any media for exclusive coverage, printing of IEC materials, banners, hoardings, certificates, printing and circulation of its media release and proceedings, monetary rewards for any participants, etc.
 - DEFCC shall take up the cost for out of scope work especially towards the final stage of any outputs after its approval like: Printing and circulation of publications and IEC materials, social and mobile media boosting packages, telecast the still or video content in various channels like television, radio, cinema halls, etc.

4.9 Roles and Responsibilities of Selected Agency

- Provide fully loaded laptops (operating system, antivirus solution, Microsoft Office suite and all required software to carry out the tasks as required).
- Submit details on each activity/ event, including the relevant artwork.
- Submit reports on social media data analytics.
- Provide project status report(s) and MIS as desired by DEFCC.
- Maintaining an inventory of all creatives as prepared during the project lifecycle.
- Set-up and administration of escalation mechanism for faster issue / risk management

4.10 Project Deliverables & Time Line

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

| Project Component | Deliverables | Timeline (Max Limit) |
|-------------------|---|--|
| Media Release | Media Release Document in English and Hindi | Same day of event to be uploaded on social media sites after due approval. |
| Event Proceedings | Proceeding document in English and Hindi | Same day – a brief proceeding with photographs to be uploaded on social media sites. |
| Progress Reports | Social Media related Analytic Reports | On 5 th of each month |
| Progress Reports | Quarterly Progress Reports | At end of each quarter (1st draft for DEFCC, Bihar |

| | | |
|----------------------|---|---|
| | | approval 2 weeks prior to End of each Quarter) |
| Project Deliverables | Best Practices Catalogue | At end of year (1st Draft to be submitted 2 months prior for DEFCC approval). |
| Project Deliverables | Derived Deliverables from the Work Plan Documents, if any | As per agreed timelines as defined from time to time. |
| Project Deliverables | Other deliverables (as per DEFCC's requirements), if any | As per agreed timelines as defined from time to time. |

5. Manpower Specifications

5.1 Deployment of Team

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

5.2 Proposed Resources Competencies

| S.No. | Competency Area | Nos | Minimum Education Qualification | Skills Requirement |
|-------|------------------------|-----|--|---|
| 1 | Project Manager | 1 | Graduate/ Post Graduate Minimum 5 years' experience in handling Social Media assignments. | Overall management of the team and delivery of services. Liaising with team for design and delivery of marketing collaterals & regular coordination with DEFCC and other stakeholders. Introduce & Implement national and international best practices in Social Media assignments. Regularly report to DEFCC on the progress of deliverables and actionable items. Analyse key metrics and suggest tweaking the strategy as needed and compile reports for management showing results. |
| 2 | Content Writer | 1 | Graduate Degree Minimum 3 Years of relevant experience | Content Management for websites/social Media Account management Excellent skill in written & spoken English & Hindi, Good working knowledge of MS Office/Excel, Social Media management tools/applications, Ability to collaborate with stakeholders, & to perform under deadlines in a process- oriented multi-task activities etc., |

| S.No. | Competency Area | Nos | Minimum Education Qualification | Skills Requirement |
|-------|-------------------------|-----|---|--|
| 3 | Graphic Designer | 1 | Graduate degree Minimum 2 Years of relevant experience | Experience in graphic design/online design, visualization in multi-media activities in reputed organization Good working knowledge of graphic designing tools. Ability to collaborate with stakeholders, & to perform under deadlines in a process- oriented multi-task activities etc., |

Note:

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

6. Bidding Process

6.1 Time Schedule for Bidding

| | |
|----------------------|--|
| | |
| Date of issue of RFP | 14-09-2020 to 30-09-2020 at 1.00 PM |
| EMD | By Demand Draft of Rs. 50,000 (Fifty Thousand) Payable to [^] MDFO Research, Training & Public Relation Division, Patna" from Nationalized Bank |

| | |
|---|--|
| Last Date and Time for submission of Bids | 30-09-2020 at 1.00 PM |
| Venue, Date & Time of Opening Of Technical Bids | 30-09-2020 at 3.00 PM Sanyukt Van Bhawan, Van Vibhag Rd, Nehru Nagar, Patliputra Colony, Patna, Bihar 800013 |
| Venue, Date & Time of Opening Financial Bids | 30-09-2020 at 3.30 PM Sanyukt Van Bhawan, Van Vibhag Rd, Nehru Nagar, Patliputra Colony, Patna, Bihar 800013 |
| Contact Person, Phone No. and Email | Divisional Forest Officer, Research Training and Public Relation Officer, Email: dfortpd@yahoo.in Telephone: 0612-2262322 |
| Address for Communication: | Sanyukt Van Bhawan, Van Vibhag Rd, Nehru Nagar, Patliputra Colony, Patna, Bihar 800013 Email: dfortpd@yahoo.in |

6.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, if so desired by DEFCC. DEFCC will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

6.3 Validity of Proposals

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

6.4 Clarification of Tender Document

A prospective bidder requiring any clarification of the tender document may notify DEFCC in writing along with a soft copy in excel format at DEFCC's correspondence email address before the date mentioned in under the 'important dates' section. DEFCC representative will respond to any request for clarification of the tender document via

email. The clarification shall be asked as per the given format. Queries not adhering to this format will not be responded to.

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

6.5 Clarification

- A prospective vendor requiring any clarification of the bidding documents may notify DEFCC contact person via email.
- The concerned contact person will respond to any request for clarification of bidding documents, which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that DEFCC shall not entertain any correspondence regarding delay or non-receipt of clarification.

6.6 Amendment of Tender Document

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

6.7 Bid Preparation

6.7.1 Language of Bids

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

6.7.2 Bid Format

The Bidder shall provide Technical and Financial Bid Proposal in separate envelope, as given below:

A. Pre-Qualification Bid

- A letters on bidders letter head
 - Describing the pre-qualifying technical competence and experience of the bidder,

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

B. Technical Bid as per specified criteria

The Technical Bid document shall detail all the information sought from the bidders and required for DEFCC to evaluate the bids as prescribed as part of the technical evaluation. Hence it is mandatory that the bidders read the relevant sections in conjunction with the technical evaluation section to provide information as necessary and adequate to evaluate the proposals.

C. Commercial Bid Specified

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

6.8 Procedure for Submission of Bids

6.8.1 Modes of Submission

All interested bidders shall pay EMD and submit their physical copies of Technical and Commercial RFP responses before the scheduled date and time for bid submission. Tenders submitted after the due date and time will not be considered. DEFCC will not be liable or responsible for any delays due to unavailability of the portal and the Internet link.

6.9 Authentication of Bid

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

6.10 Validation of Interlineations in Bid

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

6.11 Financial Bid

The bidder shall indicate prices according to the Performa prescribed in Form section of the tender document.

6.12 Firm Price

Prices quoted by the bidder must be all inclusive, firm and final, and shall not be subject to any escalation whatsoever during the period of the contract. Prices should indicate the price at site and shall include all state and central taxes. Attention of the bidder is invited to the terms and conditions of payment given in RFP document.

6.13 Revelation of Prices

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

6.14 Terms and Conditions of Tendering Firms

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

6.15 Bid Submission

6.15.1 Consortium and Sub-contracting

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

6.15.2 Modification and Withdrawal of Bids

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

6.15.3 Address for Correspondence

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

6.15.4 Clarifications

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

6.15.5 Contacting DEFCC

Bidder shall NOT contact DEFCC on any matter relating to this bid, from the time of the submission of bid to the time the contract is awarded. During this period, all-important notices will be published in the Department's portal.

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

6.15.6 Bid Currency

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

6.15.7 Disqualifications

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

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

6.16 Earnest Money Deposit

An EMD of amount as mentioned above, must be submitted along with the Proposal. Proposals not accompanied by EMD shall be rejected as non-responsive. Earnest Money Deposit (EMD) shall be refunded to all the unsuccessful bidders within one month after award of the work to the successful/suitable bidder on a written request. No exemption for

submitting the EMD will be given to any agency. The bidder is liable to pay liquidated damages and penalty imposed by the Tender Inviting Authority in the event of non-fulfillment of any of the terms or whole of the contract.

The EMD shall be forfeited:

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

6.17 Criteria for Evaluation of Proposals

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

| S. No. | Criteria | Documentary Evidence | Marks | Max. Marks |
|--------|---|---|--|------------|
| 1 | Average Turnover in last 3 FY years ending March 2020 from Social Media promotion / Digital PR activity and/or Branding activities. | Audited Balance Sheet and Statutory Auditor's Certificate | >30 Lakh to 40 Lakh = 6 >40 Lakh to 50 Lakh = 8 More than 50 Lakh = 10 | 10 |
| 2 | Past experience in similar projects in government agency such as Centre/State Govt, PSUs, etc (minimum 1 year) | Work Order/Client Letter/ Job Completion certificate | >1 to 3 years = 6 marks >3 to 5 years = 8 marks > 5 years = 10 marks | 10 |
| 3 | No of similar projects completed in government agency such as Centre/State Govt, PSUs, etc (minimum 2) | Work Order/Client Letter/ Job Completion certificate | 2 to 3 projects = 5 marks 4 to 5 projects = 10 marks More than 5 projects = 15 marks | 15 |
| 4 | Demonstration in Technical proposal regarding a. Understanding scope of work b. Showcase of expertise in Social Media projects c. Approach and Methodology for undertaking the project | Technical Proposal | a. 6 marks b. 6 marks c. 8 marks | 20 |
| 5 | Experience in similar projects in Bihar State Govt/PSUs (minimum 1 project) | Work Order/Client Letter/ Job Completion certificate | 1 to 2 projects = 5 marks 2 to 3 projects = 10 marks More than 3 projects = 15 marks | 15 |
| 6 | Quality of Team Proposed | CV and relevant | | |

| S. No. | Criteria | Documentary Evidence | Marks | Max. Marks |
|----------------------|-------------------|----------------------|---|------------|
| | | Documents | | |
| 6.a | Project Manager | | a. Education Qualification BE/B.Tech/MCA/MBA in Computer Science/IT= 4 Postgraduate/Any other Engineering Graduate =2 Other Graduate = 0 b. Certification in Digital Marketing = 2 c. Experience More than 12 years= 6 >8 to 12 years = 4 >5 to 8 years = 2 | 12 |
| 6.b | Content Writer | | a. Education Qualification Post-Graduate in Mass Communication/ English/ Media/ PR = 4 Other Postgraduate or Graduate in Mass Communication/ English/ Media/ PR = 2 Other Graduate = 0 b. Certification in Digital Marketing = 2 c. Experience More than 7 years= 4 >5 to 7 years = 3 >3 to 5 years = 2 | 10 |
| 6.c | Graphics Designer | | a. Education Qualification Graduate in Fine Arts/Graphic Design/Animation = 3 Graduate/Postgraduate in Computer Science or IT = 1 Other Graduate = 0 b. Certification in Graphic Design = 2 c. Experience More than 7 years= 3 >5 to 7 years = 2 >3 to 5 years = 1 | 8 |
| Total Score | | | | 100 |
| Cut-off Score | | | | 70 |

Note :

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

6.18 Opening of Bids

- DEFCC will open all bids (only Technical Bids at the first instance) in the presence of Bidders or his representatives who choose to attend.
- The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for the tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.
- The Bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details as DEFCC, at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.
- Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

6.19 Correction of Arithmetic Errors in Financial Bids

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

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

6.20 Right to Accept or Reject Proposal

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

6.21 Bid Selection Method

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

Technical Bid Score will get a weightage of 70% (denoted by ST) and Financial Bid Score a weightage of 30% (denoted by SF).

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

A. Calculation of Technical Score (ST)

T = Technical Marks Obtain by the Individual Bidder

TH = Highest Technical Marks Obtain by Bidder

ST = Technical Score obtain by the Individual Bidder

Calculation of Technical Score (ST)

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

B. Calculation of Financial Score (SF)

F = Total Financial Bid amount quoted by individual Bidder

FL = Lowest Total Financial Bid amount quoted by individual Bidder

SF = Financial Score obtain by the Individual Bidder

Calculation of Financial Score (SF)

$$SF = 100 \times (FL/F) \quad (\text{rounded off to 2 decimal places})$$

C. Calculation of Final Composite Score (S)

The Final Composite Score (S) shall be computed for each firm by assigning 70% weightage to the Technical Score (ST) and 30% weightage to Financial Score (SF) using the formula given below:

$$S = (ST \times 0.7) + (SF \times 0.3) \quad (\text{rounded off to 2 decimal places})$$

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

6.22 Disqualification

DEFCC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

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

7. General Terms and Conditions

7.1 Application

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

7.2 Applicable Law

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

7.3 Relationship Between Parties

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

7.4 Standards of Performance

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

7.5 Firm/company Personnel

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

7.6 Documents/Knowledge Transfer

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

7.7 Governing Language

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

7.8 Intellectual Property Rights (IPR)

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

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

7.9 Copyright

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

7.10 Assignments

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

7.11 Award of Contract

- a) On acceptance of Proposal for awarding the contract, the DEFCC will notify the successful bidders in writing that their proposal has been accepted and Contract Agreement will be signed. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.
- b) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a **Letter of Intent (LoI)** may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by e-mail to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LoI shall constitute a binding contract.

7.12 Monitoring of Contract

- a) DEFCC shall monitor the progress of the contract during its delivery period.
- b) During the contract period DEFCC shall keep a watch on the progress of the contract and shall ensure that quantity of service delivery is in proportion to the total delivery period given.

- c) If delay in delivery of service is observed a performance notice would be given to the selected bidder to speed up the delivery.

7.13 Payment Terms

- i. The contract will be on a retainerhip basis on monthly fee plus the applicable Goods and Services Tax or any other government taxes imposed subsequent to the award.
- ii. Payment will be on submission of monthly working report duly verified by the concerned DEFCC officer and on production of invoice.

7.14 Bank Guarantee

- 1) The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract
- 2) The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Purchase order for the duration of warranty of any of Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Bihar or Co-Operative Bank of Bihar (operating in India having branch at Bihar/ Patna)
- 3) The Performance security shall be payable to the DEFCC as compensation for any loss resulting from the SI's failure to complete its obligations under the Contract.
- 4) The Performance Security will be discharged by DEFCC and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 5) In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 6) No interest shall be payable on the PBG amount. DEFCC may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidders.

7.15 Execution of Agreement

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

7.16 Penalty

7.16.1 Other Penalties:

- Replacement of resources shall generally not be allowed. The replacement of resource by the bidder shall be allowed only in the case, where the currently deployed resource(s) leaves the organization by submitting his/her resignation. In such cases bidder needs to take prior approval from the DEFCC before providing replacement.
- The replaced resource will be accepted by the DEFCC only if he/she meets the minimum qualification and experience criterion as mentioned in this RFP and is found suitable to their satisfaction. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the DEFCC.
- In case of failure to meet the requirement of the client (which includes efficiency, cooperation, discipline and performance) DEFCC may ask bidder to replace the resource.
- In case the department ask for the replacement of resource or the bidder agency on its own replaces a resource with the approval of DEFCC, the bidder agency has to replace the resource within 2 weeks failing to which, may lead to termination of contract.
- Bidder is not allowed to replace the Project Manager whose profile has been submitted at the time of bidding process along the bid documents, with in the First one year of the contract from the date of signing of the contract. Further in un-avoidable circumstances where bidder is not able to retain the resource quoted in the bid, then DEFCC reserves the right to impose the penalty as mentioned below:
 - a) **Within First 6 Months:** - INR 1,00,000 (Rupees One Lakh) per resource per month during the period of non-availability.
 - b) **From 6 months to 1 Year:** - INR 50,000 (Rupees Fifty Thousand) per resource per month during the period of non-availability.

7.17 Fraud and Corruption

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

- "Corrupt practice," means the offering, giving, receiving or soliciting of anything of value to influence the action of DEFCC or any personnel of firm/company(s) in contract executions.
- "Fraudulent practice" means a miss-presentation of facts, in order to influence a procurement process or the execution of a contract, to DEFCC, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive DEFCC of the benefits of free and open competition.

- “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work, which was given by the DEFCC.
- “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- Will reject a proposal for award, if it determines that the bidder recommended for award, has been determined by DEFCC to having been and engaged in corrupt, fraudulent or unfair trade practices.
- Will declare a Firm/company ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it any time determines that the Firm/company has engaged in corrupts, fraudulent and unfair trade practice in competing for, or in executing the contract.

7.18 Plagiarism

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

7.19 Confidentiality

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

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

7.20 Termination

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

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

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

- i. Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination

- ii. Any expenditure actually and reasonably incurred prior to the effective date of termination

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

7.21 Force Majeure

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

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

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

7.22 Resolution of Disputes

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

7.22.1 Amicable Settlement

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

7.22.2 Resolution of Disputes

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

If, after fifteen (15) days from the commencement of such informal negotiations, State and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by the Development Commissioner, GoB.

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

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

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

7.23 Legal Jurisdiction

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

7.24 Notice

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

7.25 Limitation of Liability

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

7.26 Deliverables

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

7.27 Validity of Contract

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

7.28 Others

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

8. Exit Management

8.1 Purpose

- a) This clause sets out the provisions which will apply upon completion of the contract period or upon termination of the agreement for any reasons. The Parties shall ensure that their respective associated entities, in case of DEFCC, any third party appointed by the DEFCC and in case of the Selected Agency, carry out their respective obligations set out in this Exit Management Clause. Exit Management criteria will be a part of Master Service Agreement with detailed information about exit criteria and exit management plan.
- b) The exit management period starts, in case of expiry of contract, or on the date when the contract comes to an end or in case of termination of contract, or on the date when the notice of termination is sent to the Selected Agency. The exit management period ends on the date agreed upon by DEFCC.
- c) The Selected Agency shall pay all transfer costs and stamp duty applicable on transfer of project assets except in case the Project is being terminated due to default of DEFCC, where DEFCC shall be responsible for transfer costs and stamp duty, if any. For clarification of doubt, transfer costs in this Clause relate to taxes and duties applicable due to transfer of the project assets, if any. At the beginning of the exit management period, the Selected Agency shall ensure that:
 1. All Project Assets including the hardware, software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the project is compliant with the

- Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the contract period;
2. The Selected Agency delivers relevant records and reports pertaining to the Social Media Agency project and its reports, concepts notes, strategy documents and plan documents including all manuals pertaining thereto and complete as on the Divestment Date;
 3. On request by DEFCC or any third party appointed by DEFCC, the selected agency shall effect such assignments or service provision agreement between selected agency and any third party, in favor of DEFCC or any third party appointed by DEFCC if it is required by DEFCC or any third party appointed by DEFCC and is reasonably necessary for the continuation of services by DEFCC or any third party appointed by DEFCC;
 4. The selected agency shall comply with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the Social Media Agency Project free from all encumbrances absolutely and free of any charge or tax to DEFCC or its nominee.

8.2 Cooperation and Provision of Information

During the Exit Management Period:

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

9. Annexure: Forms and Template for Bid Response

9.1 Technical Proposal Forms

1. Form – 1: Covering letter
2. Form – 2: Declaration of Acceptance of Terms and Conditions in RFP

3. Form – 3: General Information about the bidder
4. Form – 4: Bidder's Annual Turnover and Net-worth Certificate
5. Form – 5: Bidder's Relevant Experience
6. Form – 6: Particulars of key professionals
7. Form – 7: CV's of key professionals
8. Form – 8: Approach, Work plan and Methodology
9. Form – 9: Undertaking on Being Not Black-Listed
10. Form – 10: Undertaking an office premises Bihar (in company letter head)
11. Form – 11: Bank Guarantee for EMD

9.2 Financial Proposal Forms

1. Form – 12: Covering letter
2. Form – 13: Financial Bid

10. Technical Proposal Forms

Form – 1: Covering Letter

(On Bidder's Letter head)

(Date and Reference)

To,

Divisional Forest Officer,
Research, Training & Public Relation Officer
Department of Environment, Forest and Climate Change
Sanyukt Van Bhawan, Van Vibhag Rd,
Nehru Nagar, Patliputra Colony, Patna, Bihar 800013

Sub: Request for Proposal (RFP) for “**Selection of a Social Media Agency for Department of Environment, Forest and Climate Change, Government of Bihar**”.

We hereby propose to provide solution provider services for “**Selection of a Social Media Agency for Department of Environment, Forest and Climate Change, Government of Bihar**” as outlined in your bidding document.

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

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

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

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

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

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

(On Bidder's Letter head)

(Date and Reference)

To,

Divisional Forest Officer,
Research, Training & Public Relation Officer
Department of Environment, Forest and Climate Change
Sanyukt Van Bhawan, Van Vibhag Rd,
Nehru Nagar, Patliputra Colony, Patna, Bihar 800013

Subject: Request for Proposal (RFP) “**Selection of a Social Media Agency for Department of Environment, Forest and Climate Change, Government of Bihar**”.

Ref. No.:

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No.] Regarding “**Selection of a Social Media Agency for Department of Environment, Forest and Climate Change, Government of Bihar**”.

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Form – 3: General Information about bidders

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

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

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

TURNOVER CERTIFICATE

Date:

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

| Sr. No | Financial Years | Annual Revenue |
|--------|-----------------|----------------|
| 1 | 2017-18 | |
| 2 | 2018-19 | |
| 3 | 2019-20 | |

Note: -

Please attach Audited Annual Financial Statements for all the corresponding years

Net Worth Certificate

(On Applicant's Statutory Auditor's letterhead)

NET WORTH CERTIFICATE

Date:

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

| S.No. | Items | 2017-2018 | 2018-2019 | 2019-2020 |
|-------|--|-----------|-----------|-----------|
| 1 | Paid up Share Capital (A) | | | |
| 2 | Add: Free Reserves S (B) | | | |
| 3 | Less: Deferred Payment if any (C) | | | |
| 4 | Amount of probable impact on reserves due to audit qualification (D) | | | |
| 5 | Net Worth (F) =(A)+(B)-(C)-(D) | | | |

Place:

Bidder's signature and seal

Date:

Name of the Firm:

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

Form – 5: Bidder's Relevant Experience Certificate

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

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

Note: Kindly attach work order / work completion certificate

Form – 6: Particulars of key professionals

| Sr.No | Name | Educational Qualification | Length of Professional Experience | Certification | Employment (Name of the Employer & Employed since 1st Apr 2019) | Number of Eligible Assignments |
|-------|------|---------------------------|-----------------------------------|---------------|---|--------------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Form – 7: CV's of key professionals

| | | |
|----|---|--|
| 1 | Proposed Position: | |
| 2 | Name of Firm: | |
| 3 | Name of Staff: | |
| 4 | DOB: | |
| 5 | Nationality: | |
| 6 | Education: | |
| 7 | Certification: | |
| 8 | Other Training: | |
| 9 | Country of Work Experience: | |
| 10 | Language: | |
| 11 | Detailed Task assigned: | |
| 12 | Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned | |

| Year | Location | Employer | Main project feature | Position held | Activities performed |
|------|----------|----------|----------------------|---------------|----------------------|
| | | | | | |
| | | | | | |

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

Yours Sincerely

Name:

Designation:

Seal:

Date:

Place:

Form – 8: Approach, Methodology and Work Plan

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

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

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

B. Expertise in Social Media Projects [not more than Two pages]

C. Approach, Methodology and Work Plan [not more than two pages]

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

Form – 9: Undertaking on being not black listed

(On Rs. 100 court stamp paper)

This is to certify that << **COMPANY NAME** >> is not blacklisted by the Government of Bihar or any of its agencies for any reasons whatsoever and not blacklisted by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices and not backed out from executing the work after award of the work as on the XX/XX/2020.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date

Place

Form – 10: Undertaking on office premises

(On Bidder's Letter head)

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

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date:

Place:

Form – 11: Bank Guarantee for Earnest Money Deposit

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

Whereas <<Name of the Bidder>> (hereinafter called 'the Biddē') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to Department of Environment, Forest and Climate Change (DEFCC)

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

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank)

Seal:

Date:

FINANCIAL PROPOSAL

Form – 12: Covering Letter

(On Bidder's Letter head)

(Date and Reference)

To,

Divisional Forest Officer,
Research, Training & Public Relation Officer
Department of Environment, Forest and Climate Change
Sanyukt Van Bhawan, Van Vibhag Rd, Nehru Nagar,
Patliputra Colony, Patna, Bihar 800013

Sub: Request for Proposal (RFP) for “**Selection of a Social Media Agency for Department of Environment, Forest and Climate Change, Government of Bihar**”.

I/We, <<Applicant's name>> herewith enclose the Financial Proposal for selection of my/our firm for the “**Selection of a Social Media Agency for Department of Environment, Forest and Climate Change, Government of Bihar**”

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Form – 13: Financial Bid

| S. No | Manpower Proposed | Number of Months | Monthly Rate (INR) | Total for project period |
|---------------------|-------------------|------------------|--------------------|--------------------------|
| | A | B | C | D = B x C |
| 1 | Project Manager | 12 | | |
| 2 | Content Writer | 12 | | |
| 3 | Graphics Designer | 12 | | |
| Sub-total | | | | |
| Taxes | | | | |
| Total Manpower Cost | | | | |
| Amount in Words | | | | |

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Note:

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