



PATNA MUNICIPAL CORPORATION

REQUEST FOR PROPOSAL FOR Selection of Agency to Manage Social Media Accounts of Patna Municipal Corporation



PATNA MUNICIPAL CORPORATION

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Website: www.patnanagarnigam.in

NIT No:03/CME/PMC/2019

DATE :12-01-2019

DISCLAIMER:

Though adequate care has been taken while preparing the RFP document, the Bidders/Applicants shall satisfy them that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RFP /Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.

Patna Municipal Corporation (PMC) reserves the right to modify, amend or supplement this RFP document including all formats and Annexure. Any such change would be communicated to the applicants by posting it on the website www.eproc.bihar.gov.in.

The information provided in this RFP not intended to be an exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, 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 tort, 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 anyway in this subject.

The issue of this RFP does not imply that the Authority is bound to select an Applicant for the project and the Authority reserves the right to terminate the process at any time without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the participation in this process regardless of the conduct or outcome of the process.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by PMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

SD/-
Municipal Commissioner
Patna Municipal Commissioner

NIT No: 03/CME/PMC/2019

Date: 12-01-2019

INVITATION FOR BIDS

REQUEST FOR PROPOSAL

Patna Municipal Corporation invites online proposals for REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR TO MANAGE SOCIAL MEDIA ACCOUNTS OF PATNA MUNICIPAL CORPORATION

Details of schedule for the bid are given below:-

Sl. #	Activity	Timeline & Address
1	Online Sale/Download date of Tender documents	From 24.01.2019 (10:00 Hrs.) Till 28-01-2019 (14:00 Hrs.) (www.eproc.bihar.gov.in)
2	Pre-bid Meeting date (Only two members per bidder are allowed).	28-01-2019 (15:00 Hrs.)
4	Last date for submission of Bids (online) and hard copy.	28-02-2019 Till 15.00 Hrs.
5	Opening of Bids	28-02-2018 At 16:00 Hrs
6	Date of opening of Commercial bids	To be informed later to technically qualified bidder.
7.	Cost of Bidding Document(Tender Fee)	Tender Fee Rs 10,000 (Non Refundable) to be paid through Demand Draft (DD) in favor of "Municipal Commissioner, Patna Municipal Corporation" payable at Patna.
8.	EMD	Rs 50,000 (Rupees Fifty Thousand only) (Refundable) in the form of Bank Guarantee (BG).

RFP document shall be available on website: www.eproc.bihar.gov.in

For Queries & Clarifications, send e-mail to: patnamc-bih@nic.gov.in

SD/-

Municipal Commissioner
Patna Municipal Commissioner

Instructions for Online Bid Submission

1. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: www.eproc.bihar.gov.in
2. For support related to e-tendering process, bidders may contact at following address “e-Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna-800001, Contact No: 0612-2523006; 7542028164”. Vendor may visit www.eproc.bihar.gov.in.
3. Detailed N.I.T can be seen of website www.eproc.bihar.gov.in.
4. PMC will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.
5. The Owner reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.
6. For participating in e-tendering process, the contractor shall have to get themselves registered to get used ID, Password and digital signature. This will enable them to access the website www.eproc.bihar.gov.in and download/participate in e-tender.
7. Those whose are not registered in e-tendering systems, they may contact “e- Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna-800001, Contact No: 0612-2523006; 7542028164 ” for registration.
8. PMC, Patna intends to undertake a competitive bidding process in order to shortlist and qualify suitable Bidders, who shall be eligible for evaluation of their price bids towards selection of the successful bidder in terms of the RFP for award of the project.
9. The detail of the bidding process and summary of the scope of construction works for the project is included in the RFP document.
10. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
11. In the unlikely event of the server for www.eproc.bihar.gov.in being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall be extended by concerned authority only to the next working day till the last receiving time stipulated in the original NIT.
12. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded then they should click on cancel & update the same
13. Before submission. The bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.

14. The bidders must use MS Office- 2003 version. File size should be less than 5MB and should be in M.S. word, M.S. Excel, PDF and JPEG Formats.
15. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.
16. In exceptional circumstances, the competent authority, PMC may solicit the Bidder's consent to an extension of the period of validity.
17. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
18. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given for respective tenders in e-Procurement website (www.eproc.bihar.gov.in) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.
19. Corrigendum/ Addendum, if any, will be published on the website itself.
20. Bidder should submit the Tender Fee/ EMD, pre-qualification bid and the Technical Bid in hard copy also as per Clause of this RFP. The Financial bid should be submitted only online. The Financial bid submitted in hard copy shall be treated as non-responsive and eligible for rejection. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
21. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
22. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
23. A bid processing fee of 1,180 (Non-Refundable) to be paid only through e-Payment modes i.e. Internet Payment Gateway (Master or Visa Card) /Internet Banking/NEFT or RTGS towards charges for online processing charges of beltron.
24. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document.

INTRODUCTION

1.1 Introduction

The Patna Municipal Corporation was established on the 15th August 1952, in accordance with The Patna Municipal Corporation Act, 1951, which was published in the Bihar Gazettes Extraordinary No.249 the 30th July 1952, by the Govt. of Bihar in their Notification No. L.S.G. 1088/52 Leg-538 dated 26th July 1952. The Patna Municipal Corporation Act 1951 came into force on 15-08-1952 with the enforcement of Act, the former Patna City Municipality, the former Patna administrative committee and the former Patna Bankipur joint water works committee were replaced by The Patna Municipal Corporation on 15-08-1952. Thus came into being a New Civic Body with the merger of the 88 year Old Patna City Municipality and the 35 year old Patna Administration Committee with more powers and responsibilities and the PMC was established with effect from 15th August 1952, by virtue of orders issued by Govt. in their notification No. 6613 dated 9th August, 1952, published in the Bihar Gazettes Extraordinary No.95 the 11th August 1952. The first elections of the councillors were completed in March 1954, but they came in office on the 1st February 1955.

Present Administrative Set Up

Recent election of The Patna Municipal Corporation was held by the State Election Commission, Bihar, Patna in April 2017. There are 74 wards in PMC and Ward Councillors have been elected for each ward. According to the provisions of the Bihar Municipal Act 2007, there are following Municipal authorities:

- (a) The Corporation
- (b) The Empowered Standing Committee
- (c) The Municipal Commissioner

The PMC consists of a Hon'ble Mayor, a Hon'ble Deputy Mayor and 74 other Hon'ble Ward Councillors. The PMC functions through an Empowered Standing Committee which consists of 9 Hon'ble Ward Councillors including Hon'ble Mayor and Dy. Mayor. The members of the House of People and The State Legislative Assembly representing constituencies which fall wholly or partially under the Corporation area and the members of the Council of the State and the members of the State Legislative Council registered as electors within the Municipal Corporation area are also members of this Corporation. All the 75 wards of the Patna Municipal Corporation are under the executive control of 6 Circles. Each Circle is administered by an Executive Officer who is deputed by the State Government. Each Circle also has an Asst. Health Officer to supervise sanitation works. Each ward has a Sanitary Inspector. The administration of the Corporation is under the direct control of the

Municipal Commissioner who sits at the Apex Corporation Office located at Budha Marg, Patna. To Control, Monitor and Perform the functions of the Corporation, 3 Additional Municipal Commissioners, Executive Officers, Health Officers, Asst. Health Officers, Revenue Officers, Chief Engineers, Chief Accounts Officer, Vigilance Officer, Secretary, Asst. Engineers etc. are also working. The present requirement is creation of more Administrative Circles and further decentralization of Power and work to increase efficiency and also to take civic amenities being provided by the PMC to the door step of rent payers. Situation is expected to improve with the imminent computerization in the Head Quarter and all the Circle Offices.

PMC intends to hire an agency to support its IT combat cell through digital & social media platforms to make grievance redressal system more efficient. To promote citizen's engagement in planning as well as grievance redressal processes, the IT combat cell will need to get regular feeds from the people of Patna through numerous available platforms, including social media, and would also need to promote through the same platform its responsiveness to the needs and grievances of the citizens with an overall objective to make Patna city clean and people friendly.

The Agency shall perform the activities in accordance with the Terms of Reference specified in Schedule-1 (the "TOR").

1. Objective

Patna Municipal Corporation (PMC) intends to select an agency with an aim to Manage Social Media Accounts to promote citizens engagement in planning. In addition to that, the cell would provide the information necessary to encourage and influence behavioral change, as well as to develop relevant capacity building programmes for building civic sense among all the residents of the Patna city.

The objectives are listed below:

- To promote citizens engagement in planning
- The objective of the Social Media Cell is not only to scale up government-public interface through dedicated IT and mobile applications but to keep a tab on officer's/stakeholder's performance in resolving the grievances.
- To provide baseline/set of data relevant for the Development of Social Awareness, Behavioral change and Capacity building strategy for various target groups and stakeholders.
- Facilitate the development and implementation of Social Awareness, Behavioural change and Capacity building strategy/programming, monitoring and evaluation progress

2. Expected Outcome

Expected Outcomes from the assignment are as follows:

- Better Citizens/Users Engagement Through Social Media
- Public Outreach through for various social media campaigns

The agency will be hired for (a) Creating platforms on social media & regular content updating, (b) Citizen's engagement (Spreading awareness & Generating interest among users) (c) Process monitoring & impact evaluation. (d) There might be some requirements of making video spots showcasing the initiatives of PMC through video campaigns/ads, In such cases, the agency would make video spots based on DAVP rates defined by the government upon the approval of Patna Municipal Corporation.

3. Duration of the Assignment

The assignment will be undertaken by the selected agency/firm/consortium for the duration of 3 (three) years. After the end of each financial year, the contract may be mutually renewed by both the parties based on the satisfactory attainment of deliverables with mutually agreed annual increments.

The Authority intends to select the Agency through an open competitive bidding process in accordance with the procedure set out herein.

4. Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Details of schedule for the bid.

5. Sale of RFP Document

RFP document can be downloaded from the website of www.eproc.bihar.gov.in. However, the bids of only those Applicant shall be considered for evaluation who have made payment of Rs 10,000/- (Rs TEN thousand only) for the RFP document plus service & gateway charges, without the copy of acknowledgement of payment bids will not be accepted. The RFP Fee of Rs 10,000/- (Rs. Ten thousand only) is Non Refundable and is to be paid through Demand Draft (DD) in favor of "Municipal Commissioner, Patna Municipal Corporation" payable at Patna.

a. Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "PDD").

b. Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Applicant. For avoidance of doubt, the technical proposal shall be submitted in hard copy to the Authority Address and in soft copy online through e-procurement portal and the financial proposal shall be submitted only online through e-procurement. The selection will be done through QCLBS (Quality Cum Least Cost Based Selection). In the first stage, a technical evaluation will be carried out as specified in this RFP. Based on this technical evaluation, a list of short-listed applicants shall be prepared who will achieve minimum 70 marks.

In the second stage, a financial evaluation will be carried out as specified. Proposals will finally be ranked according to their financial scores as lowest price bid will be declared L1 and then L2, L3 subsequently.

Currency conversion rate and payment

All payments to the Agency shall be made in INR in accordance with the provisions of this RFP. The Agency may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Agency.

c. Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

Sl. #	Activity	Timeline & Address
1	Online Sale/Download date of Tender documents	From 24.01.2019 (10:00 Hrs.) Till 28-02-2019 (14:00 Hrs.) (www.eproc.bihar.gov.in)
2	Pre-bid Meeting date (Only two members per bidder are allowed).	28-01-2019 (15:00 Hrs.) (At Municipal Commissioners Office, Patna)
4	Last date for submission of Bids (online) and hard copy.	28-02-2019 Till 15.00 Hrs.
5	Opening of Bids	28-02-2019 At 16:00 Hrs
6	Date of opening of Commercial bids	To be informed later to technically qualified bidder.
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8.	EMD	Rs 50,000 (Fifty Thousand only) (Refundable) in the form of Bank Guarantee (BG).

d. Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified in Clause 1.11.1

e. Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date and Time: As mentioned in details of schedule for the bid 28-01-2019
(15:00 Hrs.)

Venue: As mentioned At Municipal Commissioner's Office, Patna.

Official Contact for the proposal

1.11.1 All communications including the submission of Proposal should be addressed to:

Municipal Commissioner,

Patna Municipal Corporation

Address: 2nd Floor, Maurya Lok, Patna, Pin:
80001

Email: Patnamc-bih@nic.gov.in

1.11.2 The **Official Website** for submission of online Bid is:

<http://www.eproc.bihar.gov.in>

(Under Department name of Patna Municipal Corporation)

1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. (as per brief NIT) for Appointment to Manage Social Media Accounts of Patna Municipal Corporation

2 INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process individually (as the **"Sole Firm"**) or consortium or JV of two (Lead plus one Firm) firms is allowed in response to this invitation. The term applicant (the **"Applicant"**) means the Sole entity or single Firm bidding for this RFP.
- 2.1.2 Applicants are advised that the selection of Agency shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority as specified in this RFP.

2.2 Conditions of Eligibility of Applicants and Evaluation Method

<u>S.No.</u>	<u>Key Parameters</u>	<u>Maximum Points</u>
1	Average Annual Turnover should be at least INR 2.5 Crore (Audited Financial Statement signed by CA Firm for the year 2017-18; 2016-17; 2015-16 shall be provided)	Qualifying
2.	<u>Profile of agency/firm/consortium:</u> Past experiences, working with Government /PSU's/ Bilateral agencies in India, Experience in Digital/Social Media Management & Digital Campaigns for Social Cause for Government of Bihar, Government of India or any PSUs/ Bilateral agencies. Experience in social media and mass media campaigns is desirable.	30 Points
3.	Understanding of Scope of Work and Proposed Approach and Methodology Suggested: Understanding Scope of Work, Proposed Approach, Methodology	40 Points
4.	Suggested Innovations and its Relevance in the assignment.	15 Points
5.	Strength and competencies of the suggested team (top 3 members)	15 Points
	Total	100 Points

SUGGESTED COMPETENCIES FOR THE MANAGEMENT TEAM

- a) Project Manager/Coordinator for managing and coordinating the entire work on behalf of the firm/agency/consortium
- b) Content Writer/Developer for conceiving, developing and writing the content

- c) Graphic Designer for developing, creating and designing innovative graphics
- d) Digital Marketing & Analyst for promotion of platforms, campaigns and analytics management
- e) Photographer cum Cameraperson for capturing events/activities of the PMC on ground
- f) Video Editor cum 2D/3D-Animator based in Combat cell for editing/mixing of raw stock/data captured by the Cameraman

- Evaluation Committee may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the set out time frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Bidders and the Proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.

- For verification of information submitted by the Bidders, the Committee may visit Bidder's offices at its own cost. The Bidders shall provide all the necessary documents, samples and reference information as desired by the Committee. The Bidders shall also assist the Committee in getting relevant information from the Bidders references, if desired.

- For calculating the Technical Score (TS) the individual scores, as per respective weightage specified above, will be summed up. *In order to qualify technically, bidders must secure minimum TS of 70 in order for them to move to financial scoring round.*

- The bidders who achieve the minimum cutoff marks of 70 or more will qualify the technically and their bid will be eligible for financial evaluation

Example:

Bidders Technical Score: Qualified/Non-Qualified bids:

Bidder 1	88	Qualified
Bidder 2	69	Non-Qualified
Bidder 3	70	Qualified

Note: Only technically qualified Proposals (70% & above) shall be considered for Financial bid Opening

Evaluation of Financial Proposal

- (a.) All the technically qualified bidders will be notified to participate in Financial Bid opening process.
- (b.) The Financial bids for the technically qualified bidders will then be opened on the notified date and reviewed to determine whether the Financial bid are in accordance with the RFP requirements. Bids that are not substantially responsive are liable to be disqualified at Patna Municipal Corporation's discretion.
- (c.) Proposals will finally be ranked according to their financial scores as lowest price bid will be declared L1 and then L2, L3 subsequently.

Format of Detailing Financial Quote:

<u>Activity</u>	<u>Monthly Cost (INR)</u>	<u>Overall Financial Quote for 1 Year (INR)</u>
Content generation, Creatives and regular updation of platforms		
Content development, curation and writing on regular basis		
Digital Marketing		
Project Coordination		
TOTAL – A		
Services of Human Resources (Managers, Experts, Content Writers, Editor, Cameraman) etc		
TOTAL B		
Hardware's (Laptop, Internet Facilities, Editing suite, DSR Camera, Editing Suite, Printers etc		
TOTAL C		
Grand Total (A + B+C)		

Optional Items:

(Not part of financial decision making)

Description of Product/Services	Qty.	Price (INR)
Additional Manpower (Data Entry Operator/Response Agents)	1	

All cost quoted should be inclusive of all applicable taxes and charges.

** Any other cost (apart from regular services) for additional deliverables should be mentioned separately (with explanation).*

** Cost of Promotional videos/video spots will be developed with prior permission of PMC, based on the action plan submitted and the cost shall be paid to the agency as per DAVP rates*

** Cost of promotions will be reimbursed to the agency as per actuals.*

Example:

<u>Bidders</u>	<u>Overall Financial Quotes (In Lakhs)</u>	<u>Ranking</u>
Bidder 1	110	L1
Bidder 2	140	L3
Bidder 3	130	L2

(D). The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.

(E). any conditional bid would be rejected.

Note: Bids need to be submitted in separate envelope distinctly marked for (1) Technical Bid & (2) Financial Bid. Both these envelopes should be kept in single envelope with details of the agency in tandem with contact details.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Agency provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 An Applicant eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or works or services related to the implementation of any other PMC Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (Two) years from the completion of this assignment.

2.4 Number of Proposals

No Applicant shall submit more than one Application for the Consultancy.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting Patna Municipal Corporation and collection of site data required if any.

2.7 Acknowledgement by Applicant

- 2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:
- (a) made a complete and careful examination of the RFP;
 - (b) received all relevant information requested from the Authority;
 - (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to all the above given Clauses;

(d) satisfied itself about all matters, things and information, including matters referred to all the above given Clauses herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;

(e) acknowledged that it does not have a Conflict of Interest; and

(f) agreed to be bound by the undertaking provided by it under and in terms hereof.

- 2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

- 2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time (before entering into an agreement) without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- 2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

(a) at any time, a material misrepresentation is made or discovered, or

(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the L1 ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

D. DOCUMENTS

a. Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment if issued subsequently:

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation

- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

1 Terms of Reference

2 Form of Agreement Annex-

1: Terms of Reference Cost
of Services

Annex: Payment Schedule

Annex: Bank Guarantee for Performance Security

3 Guidance Note on Conflict of Interest

4 Appendices

Appendix-I: Technical

Proposal ○ Letter of Proposal

○ Particulars of the
Applicant ○ Statement of Legal

Capacity ○ Power of Attorney

○ Financial Capacity of the Applicant

○ Description of Approach, Methodology, Work Flow and Project plan

○ Abstract of Assignments of the

Applicant ○ Assignments of Applicant

Appendix – II: Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

b. Clarifications

Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process. The subject shall clearly bear the following identification:

"Queries concerning RFP for Selection of Agency to Manage **Social Media Accounts of Patna Municipal Corporation**"

i. The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official eprocurement Website (www.eproc.bihar.gov.in).

ii. The Authority reserves the right not to respond to any questions or provide

REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR Supporting & Facilitating the Establishment and
Operationalization of the 'Combat Cell' under the Patna Municipal Corporation for Promoting Citizen's Engagement &
Grievance Redressal

any clarifications, in its sole discretion, and nothing shall be construed as obliging the Authority to respond to any question or to provide any clarification and under such conditions the provision under RFP shall prevail.

c. Amendment of RFP

(i) At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum / Amendment and posting it on the Official Website.

(ii) All such amendments/corrigendum/addendums will be posted on the Official Website and will be binding on all Applicants.

(iii) In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

B. PREPARATION AND SUBMISSION OF PROPOSAL

d. Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

e. Format and signing of Proposal

(i) The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. The technical proposals shall be submitted online as well as physically and the financial proposal will only be submitted online.

(ii) The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP). In the event of any discrepancy between the online submission and physically submitted version, the online submission shall prevail.

(iii) The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page. In case of printed and published Documents also each pages shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals

- (a) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (b) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I shall accompany the Proposal.

- (iv) Applicants should note the PDD, as specified in this RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

f. Technical Proposal

- (i) Applicants shall submit the digitally signed technical proposal online at www.eproc.bihar.gov.in in the formats at Appendix-I (the "Technical Proposal") and shall also submit the proposal in physical form at the address mentioned in clause 1.11.1 in original on or before the date and time mentioned in this RFP.

- (ii) While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) The Bid Security is submitted as per the provisions laid down in this RFP.
- (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of attorney, if applicable, is executed as per Applicable Laws;

(iii) Failure to comply with the requirements spelt out in this above Clauses shall make the Proposal liable to be rejected.

(iv) The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority hereunder.

(v) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement,

and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Agency, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

g. Financial Proposal

- (i) The Financial Proposal shall be submitted online only and in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- (ii) While submitting the Financial Proposal, the Applicant shall ensure the following:
 - (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover overall cost for providing PR services to PMC as per scope given in this RFP (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, etc.
 - (ii) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - (iii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under the Financial Proposal.
 - (iv) Costs shall be expressed in INR only.

h. Submission of Proposal

- (i) The Applicants shall submit the Technical Proposal online as well as in physical form as per date and time mentioned in this RFP. However, the Financial Proposal shall be submitted online only as mentioned. The applicants shall submit the Technical Proposal in hardbound or spiral bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorised Representative of the Applicant as per the terms of this RFP. In case the Proposals are submitted online and the Applicants are unable to submit the hard copy on or before the date and time mentioned then the Bids shall be liable for rejection. Only those physically submitted documents regarding Technical Proposals will be acceptable and considered, if, same are uploaded in the website along with the Financial Proposal.

- (ii) The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons or Authorised Signatory signing the Proposal.
- (iii) The completed Proposal must be submitted online on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Technical Proposal shall be submitted in Physical form in original and the scanned copy in PDF shall be uploaded on the www.eproc.bihar.gov.in duly digitally signed. The financial Proposal shall be submitted online only.
- (iv) The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- (v) The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Agency under the Agreement.

i. Proposal Due Date

- (i) Proposal should be submitted on or before the Proposal Due Date specified in bid schedule at the address provided in Clause 1.11.1 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- (ii) The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause mentioned above uniformly for all Applicants.

j. Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

k. Bid Security

- (i) The Applicant shall furnish as part of its Proposal, a bid security of Rs. 50,000 (Rupees Fifty Thousand) (Refundable) payable in the form of Bank Guarantee (BG) in the name of Patna Municipal Corporation valid till bid validity. The copy of the proof of submission of bid security online to be submitted in technical proposal.
- (ii) In the event that the first ranked Applicant commences the assignment as required the Authority shall return the Bid Security of all other applicant promptly. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and submitting Performance Bank .
- (iii) Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- (iv) The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

(v) The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or

remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre- estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices;
- (b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments after its selection;
- (d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in this RFP; or
- (e) If the Applicant is found to have a Conflict of Interest as specified in Clause given overleaf.

I. Performance Security

(i) The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- a. If an Applicant engages in any of the Prohibited Practices;
- b. if the Applicant is found to have a Conflict of Interest as specified overleaf; and
- c. if the Selected Applicant commits a breach of the Agreement.

(ii) An amount equal to 10% (Ten per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause, which may be forfeited and appropriated in accordance with the provisions hereof. The performance security should remain valid for the entire duration of contract.

C. EVALUATION PROCESS

m. Evaluation of Proposals

(i) The Authority shall open the Proposals on the PDD. The envelopes marked "Technical Proposal" shall be opened first.

(ii) Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form specified;
- (b) it is received by the PDD including any extension thereof;
- (c) it is signed, sealed, bound together in hard cover or spiral bound and marked as stipulated in this RFP;
- (d) it is accompanied by the Power of Attorney;
- (e) it contains all the information (complete in all respects) as requested in the RFP;
- (f) it does not contain any condition or qualification; and
- (g) it is not non-responsive in terms hereof.

(iii) The Authority reserves the right to reject any Proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

(iv) The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP and the criteria set out in this RFP.

(v) After the technical evaluation, the Authority shall prepare a list of pre-qualified Applicants for opening of their Financial Proposals. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out based on the QCLBS Method.

(vi) Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

(vii) Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

n. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

o. Clarifications

(i) To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

(ii) If an Applicant does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

D. APPOINTMENT OF AGENCY

p. Negotiations

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Agency under this RFP. Issues such as deployment of Personnel, understanding of the RFP, strategy and roadmap, methodology and quality of the work plan shall be discussed during negotiations. The negotiations shall conclude with a review of amended draft contract and preparation of minutes of negotiation both of which shall be signed by the authority's and the applicant's authorised representative. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

q. Indemnity

The Agency shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services by Agency appointed.

r. Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

s. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within 15 working days. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR Supporting & Facilitating the Establishment
and Operationalization of the 'Combat Cell' under the Patna Municipal Corporation for Promoting Citizen's
Engagement & Grievance Redressal

t. Commencement of assignment

The Agency shall commence the Services at the Project site within 14 (fourteen) days from the date of execution of Agreement or such other date as may be mutually agreed. If the Agency fails to either sign the Agreement or commence the assignment as specified herein, the Authority may invite the second ranked Applicant (L2) for negotiations.

In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of this RFP.

u. Proprietary data

Subject to the provisions of this RFP, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Agency, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Agency to the Authority in relation to the Consultancy shall be the property of the Authority.

All processed data/reports by the agency should be kept in secure environment. This data should be kept in India on government approved data centers (List of data centers/MeitY empanelled and STQC audited CSPs can be accessed here <http://meity.gov.in/content/gi-cloud-meghraj>). Agency should maintain minimum 90 days active data available in real time as and when required.

3 CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

- 3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of eligibility criteria, Applicant's experience, its understanding of TOR, proposed methodology and Work Plan. Only those Applicants who are successful in this evaluation shall qualify for further consideration and financial opening.
- 3.1.2 The bidders are advised to submit valid work orders/Agreement with client along with proper work completion certificate against experience credentials. Only the bidder who achieves minimum of 70 marks will be declared as qualified for financial evaluation.

3.2 Evaluation of Financial Proposals

- 3.2.1 All the applicant whose bids qualify the technical stage will be eligible for financial opening stage. The financial proposal will be opened at a predefined time and venue and in front of representative of bidders who qualify technical round and chooses to attend. The bids will be evaluated as per QCLBS selection basis..
- 3.2.2 The bidders should clearly mention the total price as per scope of this RFP and should be in words and figures both inclusive of all taxes.
- 3.2.3 In case of discrepancies in word and figure amount, the amount written in word shall be considered final.

4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Agency, as the case may

be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of the Authority in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5 PRE-PROPOSAL/PRE-BID CONFERENCE

5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. The queries shall be submitted to the Authority via email on the email address as specified in clause 1.11.2 and within the stipulated time. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions as per the queries submitted for

consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6 MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE-1

**SELECTION OF AGENCY to Manage Social Media Accounts of
Patna Municipal Corporation**

Terms of Reference (TOR)

for

Agency

Terms of Reference (TOR)

The project aims to ensure citizens engagement/participation in the planning of urban infrastructure and social inclusion. Patna Municipal Corporation (PMC) City of Patna application which may be integrated to Social Media Platforms such as Facebook/Tweeters/Instagram pages as an app. With the help of this app, citizens may be able to lodge a complaint quite easily. The app allows one to express views, upload related photographs or documents and interestingly, a complainant can also provide feedback on the final outcome of the grievances, whether he is satisfied or not.

The agency would undertake the activities in the following broad area of work:

- a. Creating platforms on social media & regular content updating,
- b. Citizen's engagement (Spreading awareness & Generating interest among users)
- c. Training & Capacity Building
- d. Process monitoring & impact evaluation.

In the following points, an indicative task list is given covering the broad areas of work given above. Agencies are encouraged to build on the below task list to show their understanding of the scope of work and suggest additional items under the Broad areas of work in their technical proposal with clear methodology.

- 1) Agency will be responsible for managing and overhauling the existing Social Media channels of the Patna Municipal Corporation & may be required to create new channels and accounts in collaboration with respective division/component and manage, set up by deploying persons with requisite qualifications and skills-set.
- 2) Management of Facebook, Twitter, Google+, YouTube, Blogs, Instagram and other social media identities for the Patna Municipal Corporation.
- 3) Social Media Publication including design, artwork, graphics, layout and content editing etc. regarding the Various Schemes, Achievements and initiatives related to Patna Municipal Corporation.
- 4) The Agency will be responsible for creation of aesthetic and meaningful

content in the form of digital posts, graphs/charts, editing of video/audio clips etc. from the raw inputs received from various components of the Patna Municipal Corporation and other sources so as to upload this in all types of social media platforms.

- 5) The agency will also be required to create on an average one creative post in every 2 days on any of the subjects either indicated by the Patna Municipal Corporation or suggested by the agency on the issues related to Municipality. The content should be such that it could be uploaded or played on all social media platforms.
- 6) Uploading of new & other creative contents on various social media platforms such as Facebook, YouTube, Google, twitter etc. or any new platforms/tools emerging in future and ensure enhanced market reach and digital marketing.
- 7) Create social media strategy to increase traffic to sites and applications/services to deep rural level for primary and secondary stakeholders for Patna Municipal Corporation.
- 8) Agency will regularly interact with Patna Municipal Corporation team on to ensure all the information, posts etc. are submitted as per the guideline by Patna Municipal Corporation.
- 9) Awareness/recall across all social media platforms
- 10) Create digital conversations about the trending topics.
- 11) Ideate and execute regular topical campaigns related to various initiatives of Patna Municipal Corporation
- 12) Getting to know newer platforms for social media engagement and suggesting strategies to Patna Municipal Corporation accordingly.
- 13) Agency has to be regularly involved in Populating, publishing and updating the content as and when required. The frequency of information will be on a continuous and daily basis.
- 14) Generate awareness and buzz about Patna Municipal Corporation's activities and engage citizens over initiatives and probe them for participation and spreading it. The persons deployed will have to be in regular touch with concerned officers of divisions for any planned event, new report releases and new schemes launched and so as to publish them online.
- 15) Round the clock running of social media sites, updating, analysing social media trends, moderation and intervention as and when required.
- 16) Feedback/comment management on regular basis, moderation of pages on regular basis to keep the social media site free from spam/advertisement/inappropriate contents, appropriate tagging etc. and directing the public complains thorough digital/social media to appropriate channel of 'IT Combat Cell'.
- 17) Expanding the reach & penetration of activities, citizen participation via social media.
- 18) Manage response on social accounts of Facebook, Twitter & Instagram through setting up standard response management processes using grievance/response management software tool in coordination of officials of Patna Municipal Corporation. Agency should use software to capture all messages/Tweets related to corporation and filter complaints automatically, categorize their priority regardless corporation's twitter handle is tagged or not.

- 19) Feedback, messages and any other communication received from visitors to the sites shall be responded only in consultation with respective officers concerned from time to time by regular follow-ups.
- 20) Agency should be able to develop interesting and domain related content in a meaningful way targeting all sort of stakeholders.
- 21) Agency should ensure that significant posts made by the public on all the social networking platforms are monitored on a real time basis and is brought to the notice of the designated official on daily basis.
- 22) Agency should coherently plan and design campaigns so that to have correct information to be broadcasted with better social outreach.
- 23) Agency should be able to provide detailed analytics & reports about Social Media activities on all platforms and people engagements.
- 24) Agency would also be responsible for advertising of various initiatives of Patna Municipal Corporation, and related activities on the social media platforms.
- 25) Gate Keeping: Moderation of the all platforms with a frequency of 6 times a day in order to deal with spam, unauthorized advertisements, inappropriate content etc.
- 26) Media Tracking: Use a good industry standard monitoring tool for analysing comments/Remarks about Patna Municipal Corporation across online media, including websites, forums, blogs, social media platforms, etc., national and international.
- 27) Tagging: Create relevant tagging & linkages of content on the all platforms.

5.0 Indicative Design and Methodology

The team will help to further develop the “Social Awareness and Behavioural change programme” as the feedback received by the cell will also inform the awareness programme throughout the project period. The programme will include activities for the Public (at RWA, ULB's level etc.), Government at municipal level, Private sector, Academia, Youths, Media and Other stakeholders (CBO's, CSO's, NGO's).

Assistance to Be Provided by Patna Municipal Corporation

- a. Provide the necessary information on events / festivals being conducted by Patna Municipal Corporation from time to time.
- b. The Patna Municipal Corporation Social Media Team will provide relevant content as available from time to time.
- c. Provide all the necessary information such as logo of Department / event/ press releases issued for traditional media and updates etc.
- d. Assist in obtaining any other permissions/ information as required.
- e. All Intellectual Property displayed on these platforms shall belong to Patna Municipal Corporation exclusively, and any Intellectual Property Rights emanating from such content shall vest solely and exclusively with Patna Municipal Corporation.
- f. All photographs, videos, audio content or literary works etc. exhibited on the platform shall be provided by Patna Municipal Corporation, unless uploaded by public users. If, in case, such content needs to be uploaded from outside the

archive of Patna Municipal Corporation, then, express permission of Patna Municipal Corporation shall have to be sought.

- g. Patna Municipal Corporation shall deploy people who would be responsible to process the information obtained (complaints, suggestions, public interactions etc.) and direct to the right channel and get things resolved.

Project deliverables & timeframe

The agency would submit the following deliverables within specified timeframes for approval of the Patna Municipal Corporation:

Milestone.	Deliverable	Timeframe*
1.	<ul style="list-style-type: none"> Inception Report Preparation & Submission of detailed plan of action 	T + 4 week
2.	Setting up a system to Manage Social Media Accounts and digital content management, other activities envisaged under scope of work	T + 3 week
3	Training & Capacity Building of the team	T + 4 Week
4	Content Creation & Deployment	Continuous Work
5	Updating, Maintenance, New Content Creation	Continuous Work

**Timeframe shall start from the date of signing of the agreement.*

**There might be some additional requirements of making video spots showcasing the initiatives of PMC through video campaigns/ads, In such cases, the agency would make video spots based on DAVP rates defined by the government upon the approval of Patna Municipal Corporation.*

Payment Schedule

PMC will make the payment on a monthly basis

SCHEDULE-2

SPECIAL CONDITION OF CONTRACT

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined shall have meaning, unless the context otherwise requires, have the meaning as per standard terms of contract .

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this section and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

1.2 Relation between the Parties

The Agency shall, subject to the Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Agency shall be as set forth in the Agreement, in particular:

- (a) the Agency shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Agency in accordance with the provisions stated in this section.

1.4 Governing law and jurisdiction

The contract agreement shall be construed and interpreted in accordance with and governed by the laws of India, the Courts at Patna shall have jurisdiction over all matters arising out of or relation to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant

to this contract shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Contract are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Agency.

1.9 Member-in-charge

The Agency should appoint a single point of contact between authority and agency who can take instruction from authority on behalf of agency and would be responsible for execution of the instruction.

1.10 Authorized Representatives

1.10.1 The Agency shall appoint an Authorized Representative for Any action required or permitted to be taken, and any service required or permitted to be executed, under this Agreement as the case may be, may be taken or executed by this Authorized representative.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be conveyed in writing:

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF

AGREEMENT 2.1 Commencement of Services

The Agency shall commence the Services within a period of 14 (fourteen) days from the Effective Date of Contract, unless otherwise agreed by the Parties.

2.2 Termination of Agreement for failure to commence Services

If the Agency does not commence the Services within the period specified above, the Authority may, by not less than 2 (two) weeks' notice to the Agency,

declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Agency shall stand forfeited.

2.3 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.2 or 2.8 hereof, the Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of [1 (one) year] from the Effective Date of contract. Upon Termination, the Authority shall make payments of all amounts due to the Agency.

2.4 Entire Agreement

2.4.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Agency arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.4.2 Without prejudice to the generality of the provisions of this section on matters not covered by the Agreement, the provisions of RFP shall apply.

2.5 Modification of Agreement

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6 Force Majeure

2.6.1 Definition

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

(B) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of the Agency or its agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

2.6.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

2.6.3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.6.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.6.6 Consultation

Not later than 30 (thirty) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension of Agreement

The Authority may, by written notice of suspension to the Agency, suspend all payments to the Agency here under if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Agency of such notice of suspension.

2.8 Termination of Agreement

2.8.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Agency, such notice to be given after the occurrence of any of the events specified in this Clause, terminate this Agreement if:

(a) the Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder:

(b) pursuant to Clause 2.7 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

(c) the Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(d) the Agency fails to comply with any final decision reached as a result of arbitration proceedings;

(e) the Agency submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Agency knows to be false;

(f) any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading;

(g) as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

(h) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.8.2 Cessation of Services

Upon termination of this Agreement by notice of either Party hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the Authority, the Agency shall promptly hand over the same to authority.

3. OBLIGATIONS OF THE

AGENCY 3.1 General

3.1.1 Standards of Performance

The Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally

accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Agencies or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Agency is specified in the Terms of Reference (the "**TOR**") in the RFP. The Agency shall provide the Deliverables conformity with in the time schedule decided by Authority.

3.1.3 Applicable Laws

The Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Agency, as well as the Personnel and agents of the Agency and any Sub-Agency, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Agency shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Agency and Affiliates not to be otherwise interested in the Project

The Agency agrees that, during the term of this Agreement and after its termination, the Agency or any Associate thereof and any entity affiliated with the Agency, as well as any Sub-Agency and any entity affiliated with such Sub-Agency, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of two years from the completion of this assignment.

3.2.3 Prohibition of conflicting activities

Neither the Agency nor its Sub-Agency nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Agency not to benefit from commissions, discounts, etc.

The remuneration of the Agency pursuant to the contract here of shall constitute the Agency's sole remuneration in connection with this Agreement or the

Services and the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Agency, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 3.2.5 The Agency and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Agency, without being liable in any manner whatsoever to the Agency, if it determines that the Agency has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security.
- 3.2.6 Without prejudice to the rights of the Authority under Clause above and the other rights and remedies which the Authority may have under this Agreement, if the Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Agency shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Agency is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to
 - (b) be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- (c) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (d) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (e) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (f) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Agency, its Sub-Agencies and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Agency, its Sub-Agencies and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Agency is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (**“Confidential Information”**), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Agency, its Sub-Agencies and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Agency, its Sub-Agencies and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Agency, its Sub-Agencies and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental

instrumentalities, provided that for any such disclosure, the Agency, its Sub-Agencies and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

- (iv) is provided to the professional advisers, agents, auditors or representatives of the Agency or its Sub-Agencies or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Agency or its Sub-Agencies or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Reporting obligations

The Agency shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.5 Documents prepared by the Agency to be property of the Authority

- 3.5.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Agency (or by the Sub-Agencies or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Agency agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Agency.
- 3.5.2 The Agency shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Agency may retain a copy of such Consultancy Documents. The Agency, its Sub-Agencies or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.5.3 The Agency shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Agency or its Sub-Agencies or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.6 Equipment and materials

PMC will not provide any kind of Hardware like Computer System, Laptop, Printer, Fax Machine etc.

3.7 Providing access to Project Office and Personnel

The Agency shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Agency and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

The Agency shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities. It shall indemnify the Authority against any inaccuracy in its work. The Agency shall also be responsible for promptly correcting, at its own cost and risk, the reports and information.

4. AGENCY'S

PERSONNEL 4.1 General

The Agency shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services. The deployment should ensure quality of members/specialist as per nature of work requirement of this RFP.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Access to land and property

The Authority warrants that the Agency shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Agency as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Agency as a result thereof.

6. PAYMENT TO THE AGENCY

6.1.1 Payment will be made as per payment terms given overleaf in RFP.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Agency shall be free to convert Rupees into any foreign currency as per Applicable Laws.

7. SETTLEMENT OF DISPUTES

7.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

7.2 Dispute resolution

7.2.1 Any dispute, difference or controversy of whatever nature howsoever arising

under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

- 7.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

7.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Chairman, PMC for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Arbitration clause given below.

7.4 Arbitration

- 7.4.1 Any Dispute which is not resolved amicably by conciliation shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 7.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be
- 7.4.2 Patna, Bihar where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 7.4.3 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment] shall be made in accordance with the Rules.
- 7.4.4 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Agency and the Authority agree and undertake to carry out such Award without delay.
- 7.4.5 The Agency and the Authority agree that an Award may be enforced against the Agency and/or the Authority, as the case may be, and their respective assets _____ wherever _____ situated.

Appendices

APPENDIX-I

(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Sub: Selection of Agency to Manage Social Media Accounts
of Patna Municipal Corporation

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of Social Media & Grievance Redressal Management Agency for Patna Municipal Corporation. The proposal is unconditional and unqualified.

2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

8. I/We agree to keep this offer valid for 180 (One Hundred eighty Days) days from the PDD specified in the RFP.
9. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

APPENDIX-I

Form-2

Particulars of the Applicant

Title of Consultancy:

Title of Project:

.....Project

Firm /Agency

State the following:

Name of Firm:

Legal status (e.g. sole proprietorship or partnership):

Country of incorporation:

Registered address:

Year of Incorporation:

Year of commencement of business:

Principal place of business:

Name, designation, address and phone numbers of authorised signatory of
the Applicant:

Name:

Designation:

Company:

Address:

Phone No.:

E-mail address:

(i) Name of Firm:

(ii) Legal Status and country of incorporation

(iii) Registered address and principal place of business.

For the Applicant, state the following information:

(i) In case of non-Indian Firm, does the Firm have business presence in India?

Yes/No

If so, provide the office address (es) in India.

(ii) Has the Applicant been penalised by any organization for poor quality of work or breach of contract in the last five years?

Yes/No

(iii) Has the Applicant failed to complete any work awarded to it by any public authority/ entity in last five years?

Yes/No

(iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years?

Yes/No

(v) Has the Applicant in case of a consortium, suffered bankruptcy/insolvency in the last five years?

Yes/No

Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.

(Signature, name and designation of the authorised signatory)

For and on behalf of

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: Selection of Agency to Manage Social Media Accounts of Patna Municipal Corporation

I/We hereby confirm that we, the Applicant (satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the terms of this RFP.

I/We have agreed that (insert individual name) will act as Authorised Representative/ will act as the Authorised Representative and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory

For and on behalf of

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as Social Media & Grievance Redressal Management agency for Patna Municipal Corporation (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE,THE ABOVE NAMED
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
..... DAY OF , 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

.....

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

APPENDIX-I

Form-5

Financial Capacity of the Applicant

S. No.	Financial Year	Annual Professional Fee from Advisory and Consultancy Services (Rs)
1.	2017-18	
2.	2016-17	
3.	2015-16	
Average		

Certificate from the Statutory Auditor^{ss}

This is to certify that(name of the Applicant) has received the payments shown above against the respective years on account of professional fees from advisory and consulting services.

(Signature, name and designation of the authorised signatory)

Date: Name and seal of the audit firm:

^{ss}In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-6

DESCRIPTION OF METHODOLOGY, STRATEGY AND WORK APPROACH

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and work plan. Please explain your understanding of the objectives of the project as outlined in the section above, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output.

***Strictly follow the page limit of 10 pages,

APPENDIX-I

Form-7

Abstract of Assignments of the Applicant,

S.No.	Name of Project	Name of Client	Professional fees received/ to be received by the Applicant (in Rs crore)
(1)	(2)	(3)	(4)
1			
2			
3			
4			
5			

§The Applicant should provide details of only those assignments that have been undertaken by it under its own name. In case the Applicant has not received the professional fees for the ongoing assignment, the applicant must furnish certificate from client clearly mentioning the scope of work and consultancy fees for the assignment.

§§In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP.

Certificate from the Statutory Auditor, of [Name of Company]

This is to certify that the information contained in Column above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date: Name and seal of the audit firm:

§ In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I

Form-8

Assignments of Applicant

1.	Project Category and Sub-Category
2.	Name of company:
3.	Assignment name:
4.	Description of Assignment:
5.	Approx. project cost (in Rupees):
6.	Approx. value of the consultancy contract (in Rupees):
7.	Approx. value of the services provided by your company under the consultancy contract (in Rupees):
8.	Country:
9.	Location within country:
10.	Duration of Assignment/job (months) :
11.	Name of Client:

12.	Client address and contact information:
13.	In case of consortium, whether your company was Lead member or other consortium member:
14.	Total No of staff-months of the Assignment:
15.	Total No of staff-months provided by your company:
16.	Start date (month/year):
17.	Completion date (month/year):
18.	Name of associated Agencies, if any:
19.	Name of senior professional staff of your firm involved and functions performed.
20.	Description of actual Assignment/ provided by your staff within the Assignment:

Note:

1. Use separate sheet for each Assignment.
2. Each Eligible Assignment shall not exceed 2 pages.

APPENDIX-I

Form 9

Curriculum Vitae (CV) of Team Members

Name:					
1.	Proposed position or role	<i>(only one candidate shall be nominated for each position)</i>			
2.	Date of Birth		Nationality		
3.	Education	Qualification	Name of School or College or University	Degree Obtained	Year of Passing
4.	Years of Experience				
5.	Areas of Expertise and no. of years of experience in this area	<i>(as required for the Profile)</i>			
6.	Certifications and Training attended				
7.	Employment Record	Employer	Position	From	To
		<i>[Starting with present position and last 2 firms, list in reverse order, giving for each employment: dates of employment, name of employing organization, positions held.]</i>			

8.	Detailed Tasks Assigned	<i>(List all tasks to be performed under this project)</i>
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APPENDIX-I

Form-10

Declaration of Non-Blacklisting (To be provided on the Company letter head)

Declaration for Bidder:

To,

Managing Director,

Patna Municipal Corporation,

Bihar, India

Place

Date

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of Agency to Manage Social Media Accounts of Patna Municipal Corporation.

Ref: RFP No. <<.....>> **dated** <<>>

Dear Sir,

We confirm that our company or firm, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Lead Bidder) Printed Name

Designation

Seal Date: Place:

Business Address:

APPENDIX-I
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 Contractor) has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<PMC>> .

Know all Men by these presents that we <<...>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the << Patna Municipal Commissioner>> (hereinafter called "the PMC") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said PMC, 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 PMC 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 PMC up to the above amount upon receipt of its first written demand, without the PMC having to substantiate its demand, provided that in its demand the PMC 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.

NOT WITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<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:

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Subject: Selection of Agency to Manage Social Media Accounts of Patna Municipal Corporation.

Dear Sir,

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Social Media & Grievance Redressal Management Agency for Patna Municipal Corporation as indicated above.

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

APPENDIX-2

Price Format

Sl. No.	ACTIVITY	Monthly Cost (INR)	Overall Financial Quote for 1 Year (INR)
1	Content generation, Creatives and regular updation of platforms		
2	Content development, curation and writing on regular basis		
3	Digital Marketing		
4	Project Coordination		
TOTAL- A			
1	Services of Human Resources (Managers, Experts, Content Writers, Editor, Cameraman) etc		
TOTAL-B			
2.	Hardware's (Laptop, Internet Facilities, Editing suite, DSR Camera, Editing Suite, Printers etc)		
TOTAL-C			
GRAND TOTAL- (A+B+C) IN FIGURE			
GRAND TOTAL - (A+B+C) IN WORDS			

Note:

- The quantum of work is an indicative quantity.
- The amount is inclusive of all taxes including GST.

Dated this [day / month / year]

Authorized Signatory (in full and

initials): **Name and title of signatory:**

Duly authorized to sign this Proposal for and on behalf of [Name of Applicant]

Name of Firm:

Address:

***** End of Document*****