

**Request for Proposal for Selection of Social Media Agency for
Department of Information Technology & Electronics, Government of
West Bengal.**

Tender Ref: WEBEL/EOT/COM/22-23/00079

Dated: 19-01-2023

Issued By:-

**West Bengal Electronics Industry Development Corporation Limited
(WBEIDC LTD)**

**Webel Bhawan, Block- EP & GP, Sector-V, Salt Lake, Bidhan Nagar,
Kolkata-700091, West Bengal**

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Disclaimer

This Request for Proposal (RFP) contains brief information about the project, qualification requirements and the selection process for the successful applicant (bidder). The purpose of this RFP document is to provide applicants (bidders) with information to assist the formulation of their bid application (the "application").

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither West Bengal Electronics Industry Development Corporation Limited (WBEIDC)/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL , nor any of its officers or employees, nor any of their advisers accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information ('Information') contained in this RFP document or subsequently provided to interested parties (the "applicant(s)), in writing by or on behalf of WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL is provided to applicant(s) on the terms and conditions set out in this RFP documents and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL to any other party. The terms on which the project is to be developed and the right of the successful applicant shall be as set out in separate agreements contained herein. WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL reserves the right to accept or reject any or all applications without giving any reasons thereof. WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL will not entertain any claim for expenses in relation to the preparation of RFP submissions.

Section-1: Key Information

a. Purpose of this RFP

West Bengal Electronics Industry Development Corporation Limited (WBEIDC)/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL invites RFP for selection of a reputed Firm/Agency/Consortium to carry out Social Media activities for Department of Information Technology & Electronics, Government of West Bengal.

Submission of RFP should be through electronic bidding process.

b. Fact Sheet

1.	Tender No. & Date	WEBEL/EOT/COM/22-23/00079 dated 19-01-2023
2.	Tender Version	1.0
3.	Brief description of project	Selection of Agency (ies) for Social Media Agency for Department of Information Technology & Electronics, Government of West Bengal.
4.	Tender issuing entity	WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL
5.	Tender document Fee	Rs 1000/=(Rupees One Thousand only) through net banking or through RTGS/NEFT in the portal of the website: https://wbtenders.gov.in as per G.O 3975-F(Y) dated 28th July 2016 issued by Finance Department, Govt. of West Bengal. For details regarding payment procedure & guideline on the same, bidders are advised to follow the mentioned order and portal. Digitally signed Technical Bid and Financial Bid, to be submitted through the website https://wbtenders.gov.in
6.	Earnest Money Deposit	The Bidder shall pay EMD of Rs. 1,00,000/= (Rupees One Lakh Only) through net banking or through RTGS/NEFT in the portal of the website: https://wbtenders.gov.in as per G.O 3975-F(Y) dated 28th July 2016 issued by Finance Department, Govt. of West Bengal. For details regarding payment procedure & guideline on the same, bidders are advised to follow the

		mentioned order and portal.
7.	Last Date and time of submission of the queries	Date: 27-01-2023 at 11:00 AM
8.	Pre- bid Meeting to be held at WEBEL BHAVAN, Board Room.	Date: 30-01-2023 at 12:00 PM
9.	Corrigendum (if any)	Date: 30-01-2023 at 5:00 PM
10.	Bid Submission start date & time (online)	Date: 31-01-2023 at 12:00 PM
11.	Bid Submission closing date & time (online)	Date: 03-02-2023 at 12:00 PM
12.	Bid opening date & time for Technical Proposals (Online)	Date: 06-02-2023 at 03:00 PM
13.	Date of uploading the final list of Qualified Bidder to the website	Date: To be notified later on
14.	Queries may be sent to	<p>a. Mr. Pratul Show General Manager (Commercial) E Mail: pratul.show@webel-india.com</p> <p>b. Mr. Kausik Halder Asst. Manager (Commercial) E Mail: halder.kausik@webel-india.com</p>

Note: This document is not transferable

All Bidders are advised to check for any further clarifications and corrigendum related to this project at the website <https://wbtenders.gov.in> and <https://www.webel.in> .

Instruction to Bidders

- A. Intending bidders may download the RFP document directly from the website <https://wbtenders.gov.in> .
- B. Each bidder needs to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of EoI from the approved service providers on payment of requisite amount.
- C. The digitally signed Tender response should be submitted in the website <https://wbtenders.gov.in>

- D. Submission of RFP will be done as per time schedule stated mentioned in the Table 1 of this document.
- E. For any queries regarding this RFP, please contact with WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL contact persons as mentioned in the Table 1 of this document on or before last date of submission of queries. No queries will be entertained after this timeframe.
- F. RFP are to be submitted online to the website before the prescribed date & time using the Digital Signature Certificate (DSC). Virus scanned and duly digitally signed copies of the documents are to be uploaded.
- G. In the event of e-filing, intending bidders may download the tender documents from the website <https://wbtenders.gov.in> directly. Necessary cost of tender documents (tender fees) of Rs. 1000/=(Rupees One Thousand Only) has to be remitted through Net banking or through RTGS NEFT through the <https://wbtenders.gov.in> //portal as per G.O 3975-F(Y) dated 28th July, 2016 issued by Finance department Govt. of West Bengal.
- H. The bidder shall pay an EMD of Rs. 1,00,000/= (Rupees One Lakh only) through Net banking or through RTGS NEFT through the <https://wbtenders.gov.in> //portal as per G.O 3975-F(Y) dated 28th July, 2016 issued by Finance department Govt. of West Bengal.

Section-2: Background

1.1 Introduction

About Department of Information Technology and Electronics, Government of West Bengal:

Vision

To become one of the leading States in India in the IT and ITeS and ESDM sectors and to enable West Bengal to transform into a knowledge-driven welfare society with extensive use of IT and ITeS in Governance and in the daily lives of the people of the State.

Mission

- To become one of the top three States in India in respect of turnover and employment, both in the IT and ITeS and ESDM sectors.
- To create an investor-friendly climate in the State for increasing West Bengal's share in production of electronic goods in India.
- To create a robust IT eco-system for enhancing competitiveness and productivity of the key economic sectors affecting the lives of the majority of the population of the State
- To provide seamless and reliable citizen-centric services and information for the public, thereby enhancing efficiency, transparency and accountability of Government
- To ensure e-literacy among the masses to reduce the so-called "digital divide"
- To disseminate the IT and ITeS activities across the State so that rural population is equally benefited
- To seed all educational and R& D institutions with required IT infrastructure including state-of-the-art communication facilities for promoting excellence and transforming West Bengal into a knowledge-based society
- To leverage the premier educational and research institutions located in West Bengal to emerge as a leading State in the area of chip design, embedded software industry and areas related to VLSI technologies.
- To significantly enhance the availability of skilled manpower in the ESDM sector.
- To work with the Government of India and other State Governments for developing and mandating standards and certification for electronic products and services and to strengthen the Quality Assessment infrastructure in West Bengal
- To develop a necessary mechanism for effective disposal of e-waste in the State

1.2. Goals and Objectives

- I. To disseminate information online about the activities and initiatives of the IT & E Department among all citizens on social media and online platforms
- II. To create an interactive platform for exchanging ideas and feedback online.
- III. To inform citizens online regarding new policies, schemes, guidelines and updates from the IT & E Department, Govt. of West Bengal.
- IV. Making citizens aware about various programmes offered by the Department of IT & E, Govt. of West Bengal with respect to Cyber Security awareness.
- V. To disseminate information online about opportunities to participate in various training programmes, workshops, hackathons etc. conducted by the Department of IT & E, Govt. of West Bengal.

General Terms & Condition

- a. Each bidder needs to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of RFP from the approved service providers on payment of requisite amount.
- b. The digitally signed RFP response should be submitted in the website <https://wbtenders.gov.in>
- c. Submission of RFP response will be done as per time schedule stated in this document.
- d. For queries regarding this RFP, please connect with Mr. Pratul Show General Manager (Commercial) E Mail: pratul.show@webel-india.com on or before last date of submission of queries. No queries will be entertained after this timeframe.
- e. RFP responses are to be submitted online to the website before the prescribed date & time using the Digital Signature Certificate (DSC). Only the Digitally Signed documents are to be uploaded after proper virus scanning. The documents will get encrypted (transformed into non-readable formats).
- f. No sub-contracting will be allowed.
- g. Eligibility Criteria :- As per Section 3
- h. The bidder shall bear all costs associated with the preparation and submission of the bid
- i. The proposal will be prepared by the Bidder in English language only.

j. **Pre-Bid Meeting**
Issued by WBEIDCL

- WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL will host an offline Pre-Bid Meeting for queries (if any) by the prospective bidders. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid.
- All enquiries from the bidders relating to this Bid Document must be submitted to the designated contact persons as mentioned above via email. The queries should necessarily be submitted in the following format:

Format of Pre-bid queries

#	RFP Document Reference			Content of the RFP requiring clarification	Clarification Sought
	Section No.	Sub-Section	Page No.		
1					
2					
3					

- k. **Consortium:** Consortium bidding is allowed in this bid. In case of Consortium, all the members of Consortium shall be responsible for the role/part being played by them in execution of the whole project. Consortium agreement as per Annexure-IV has to be submitted. Non submission of the consortium agreement as per Annexure-IV would lead to cancellation of the bid submitted.
- l. **Evaluation Procedure** - The Departmental Tender Committee of Department of Information Technology & Electronics, Government of West Bengal would perform the Technical evaluation of the bidders. The Price bid of only the technically qualified bidders would be opened and the basis of price bid evaluation shall be "Least Cost Evaluation". L1 bidder will be selected on least overall rate quoted by the bidder.
- m. **Conflict of Interest** –

- I. The selected Firm / Agency / Consortium should provide professional, objective and impartial service and hold the IT & E Department's interest paramount.
 - II. The selected Firm / Agency / Consortium shall not deploy employees who are already serving other organizations.
 - III. The selected Firm / Agency / Consortium shall not downstream or outsource any part of the scope of the work.
 - IV. Non-disclosure of such an association will lead to termination of agency.
- n. **Award of Contract:** WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL will reserve right to award the contract to the L1 bidder whose bid has been valued overall lowest as per Price for a period 3(Three) years. No claims whatsoever on account of increase in the rate of material to be used and other factors such as statutory payments, etc., shall be entertained and it will be the responsibility of the bidder to bear such other expenses. However, if there is any downward revision of all the rates due to revision of govt. taxes etc. or any other reasons, the same shall be passed on to the WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL through appropriate reduction of the contracted rates.
- o. WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL reserves the right not to accept the Lowest Price bid without assigning any reason what so ever and the bidder will not challenge such decision in any forum what so ever.
- p. **Submission of PBG:** The successful agency (ies) shall furnish a Performance Bank Guarantee (PBG) as a guarantee towards due performance and compliance of the contract work, the successful bidder (bidder) will deposit an amount equal to 3% of Total contract value including GST and should be kept valid for a period of 60 day beyond completion of all the contractual obligation. Failure to comply with the agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after expiry of claim period provided there is no breach of contract on the part of the bidder. No interest will be paid on the PBG. The successful Bidder will have to deposit the Bank Guarantee and commence the work within 15 days of issue of Letter of Award for issuance of firm Purchase Order otherwise the Letter of Award may be cancelled and EMD will be forfeited.

- q. The successful bidder/bidder will be required to enter into an Agreement with WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL within 15 days (along with PBG) from issuance of Letter of Award for issuance of firm purchase Order.
- r. **Cancellation of Purchase Order** - WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL reserves the right to cancel Purchase Order if the agreed time schedule is not adhered to by the supplier. Any loss arising out of such delay in the service, shall be on the supplier account.
- s. All decisions taken by the Tender Committee regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.
- t. **Validity of Proposal** -The following will be considered for the validity of the proposals deemed submitted:
- I. Proposals shall remain valid for a period of 30 days from the date of opening of Proposal.
 - II. The Department of Information Technology & Electronics reserves the right to reject a proposal valid for a shorter period as non-responsive
 - III. In exceptional circumstances the Department of Information Technology & Electronics may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.
- u. **Price of the Bid:** The prices shall be quoted in Indian Rupees only, inclusive of all applicable taxes. Price should be quoted in the Price Bid as per BOQ format only. No deviation in any form in the Price Bid sheet is acceptable. The price quoted shall remain fixed throughout the entire contract period.
- v. The bidder shall bear the cost, if required, for necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL LTD. He shall assure WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF

WEST BENGAL may be party or involved because of the bidder failure to comply and of the obligation under the relevant act law, which the bidder is to follow.

w. **Right to Accept or Reject any Proposal-** Department of Information Technology & Electronics, Government of West Bengal reserves the right to annul the Short Tender Document process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

x. **Termination of Contract –**

a) WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part with the forfeiture of EMD/PBG; (i) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (ii)The Bidder shall observe highest standard of ethics during execution of the project .The Tender Accepting Authority will terminate the contract if it is determined in the judgment of WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL, the Bidder awarded with the contract, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

b) In the event WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL terminates the Contract in whole or in part, WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL may opt upon terms and in such manner as it deems appropriate, the services of the other bidders and the Successful Bidder shall be liable to WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL for any additional costs due to this. However, the Successful Bidder shall continue to perform the contract to the extent not terminated.

y. **Withdrawal of Bid-**

Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period. Fresh Bid may be called from eligible bidders for any additional item(s) of work not mentioned herein, if so required.

z. Liquidated Damage / Penalty

As per the job mentioned in the tender document; In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the Vendor(s) for sum equivalent to 1.00% of the contract value for each week or part thereof, subject to a ceiling of 5.00% of the contract value (including all taxes & duties and other charges). In the event of LD exceeds 5.00% of the order value, WBEIDC/ Department of Information Technology & Electronics, Government of West Bengal reserves the right to terminate the contract and WBEIDC/ Department of Information Technology & Electronics, Government of West Bengal will get the job completed by any other competent party. The difference of cost incurred by WBEIDC/ Department of Information Technology & Electronics, Government of West Bengal will be recovered from the earnest money deposited / PBG / Invoice submitted by the vendor (as applicable).

Section-3: Prequalification Criteria

#	Eligibility Criteria	Document Proof
1.	<ul style="list-style-type: none"> • The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm and The Prime bidder should have existence in India for last Five (5) years at the end of 31st March 2022. • The bidder (any bidder in case of consortium) should have Average Annual Turnover of Rs 1.80 Crores or more in each of the last 3 financial years. (Fy 2019-20,2020-21 & 2021-22) • The bidder (any bidder in case of consortium) shall be solvent at the date of bidding 	<ul style="list-style-type: none"> • Certificates of incorporation for Company/ Partnership Deed / Proprietorship firm self-declaration • Copy of audited balance sheet & Profit & loss Statement of last 3 Financial Years (2019-20, 2020-21 & 2021-22) has to be submitted. • Certificate from Statutory auditor / Chartered Accountant/Bank for Solvency declaration
2.	<ul style="list-style-type: none"> • The bidder(any bidder in case of consortium) should have executed at least 1 orders of similar nature of jobs, particularly in Social Media Promotion/ Digital Marketing/Branding & Creative Content Development & Promotion with minimum value of Rs 60 Lakhs from any Govt. Department / Quasi Govt. Dept. / PSU / Board / Council/Large Corporate Or • The bidder (any bidder in case of consortium) should have executed at least 2 orders of similar nature of jobs, particularly in Social Media Promotion/ Digital Marketing/Branding & Creative 	<p>Work-order along with Completion Certificate has to be submitted.</p>

	<p>Content Development & Promotion with minimum value of Rs 30 Lakhs each from any Govt. Department / Quasi Govt. Dept. / PSU / Board / Council/Large Corporate.</p> <p>Or</p> <ul style="list-style-type: none"> The bidder (any bidder in case of consortium) should have executed at least 3 orders of similar nature of jobs, particularly in Social Media Promotion/ Digital Marketing/Branding & Creative Content Development & Promotion with minimum value of Rs 20 Lakhs each from any Govt. Department / Quasi Govt. Dept. / PSU / Board / Council/Large Corporate. 	
3.	<ul style="list-style-type: none"> Trade License of Prime Bidder GST Certificate of Prime Bidder Income Tax Return (Latest 3 years) of Prime Bidder Copy of PAN of Prime Bidder PF & ESIC Registration of Prime Bidder Articles of Association/ Company Registration (depending on company type) of Prime Bidder 	Copy of the valid documents
4.	<p>The bidder (any bidder in case of consortium) must not be blacklisted by any Central/any State Department/establishments in India at any point of time for breach of ethical conduct or fraudulent practices.</p>	<p>A self-declaration that the bidder and all consortium partners (in case of consortium bidding) has not been blacklisted is to be submitted separately. In case it is found after issuing Work Order that the concerned organization is blacklisted by any Central/any State Department/establishments in India, the work order will be cancelled.</p>
5.	<p>The bidder (any bidder in case of consortium) should have their presence</p>	<p>Valid proof should be submitted along with the bid or Declaration on bidder's letter head to be submitted</p>

	in Kolkata with own office	stating that they will open their own operational office at Kolkata within 30 days after receiving of Purchase Order.
6.	The Bidder shall pay EMD of Rs. 1,00,000 (Rupees One Lakh only) through net banking or through RTGS/NEFT in the portal of the website: https://wbtenders.gov.in as per G.O 3975-F(Y) dated 28th July 2016 issued by Finance Department, Govt. of West Bengal. For details regarding payment procedure & guideline on the same, bidders are advised to follow the mentioned order and portal.	To be submitted Online
7.	Bidder should submit Tender Document Fee of Rs. 1000/= (Rupees One Thousand only) through net banking or through RTGS/NEFT in the portal of the website: https://wbtenders.gov.in as per G.O 3975-F(Y) dated 28th July 2016 issued by Finance Department, Govt. of West Bengal. For details regarding payment procedure & guideline on the same, bidders are advised to follow the mentioned order and portal.	To be submitted Online

RFP response should contain:

- ✓ This RFP document, with all pages signed by the authorized signatory
- ✓ Covering letter
- ✓ General information of the bidder

Section-4: Scope of Work & Deliverables

A. Social Media Management

The selected Agency shall begin Social Media Management for IT & E Department, GoWB from the day of Work Order signing for a period of 3 (Three) years including, but not limited to the following activities:

- I. Creation & Maintenance of Social Media Platforms for IT & E Department, GoWB: The Agency shall create and subsequently maintain the official Facebook Page, Twitter Profile, LinkedIn, Instagram and YouTube Channel.
- II. Theme Based Updated Look: Give the all Social Media Platforms a new attractive theme based look every week by putting up new creative features, theme lines, links etc. The subject matter of the theme will be provided by the IT & E Department, GoWB.
- III. Updates: Daily informative and promotional updates in the form of relevant text, photos, audio, interactive content, interviews, news, quiz etc.
- IV. Engage with users: Regularly organize online surveys, quizzes, contests on the all platforms in consultation with IT & E Department, GoWB.
- V. Publicity: Publicize all initiatives, activities, events promoted by IT & E Department, GoWB using the four platforms.
- VI. Query Management: All the queries received on the all platforms must be replied to and addressed within 24 hours.
- VII. Gate Keeping: Moderation of the all platforms with a frequency of 5 times a day in order to deal with spam, unauthorised advertisements, inappropriate content etc.
- VIII. Media Tracking: Use a good industry standard monitoring tool for analysing comments / remarks about IT & E Department, GoWB in various media like newspapers, magazines, blogs, social media platforms etc. both offline & online, national & international.
- IX. Tagging: Create relevant tagging & linkages of content on the all platforms.
- X. Photo Bank: A still Photo Bank with cataloguing needs to be developed consisting of at least 50 high quality and high resolution photographs of relevant activities and events.

- XI. Copyright: Content shared online must be copyright protected and unauthorized use of this must be monitored.
- XII. Reporting: The agency must submit weekly „Effectiveness Analysis and MIS Reports“ to IT & E Department, GoWB on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of IT & E Department, GoWB on the Social Media Platforms and the results achieved.
- XIII. Team: The agency must ensure a dedicated team during the period of work.

B. Timelines-

The following is an indicative list of deliverables and milestones for the agency, assuming that the engagement starts from the time of Issuance of Work Order.

Social Media Management

Sl.No.	Deliverables	Timelines
1	Preparation and submission of Detail Plan of Action	7 days
2	Content creation and Deployment	Continuous Work
3	Updation, Maintenance, New Content Creation	Continuous Work

Section-5: Payment Terms

5.1. Payment Terms

- Payment to the successful bidder shall be released on monthly basis on submission bills along with along necessary documents duly certified by competent authority of WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL
- Payment will be released within 30 days from submission of bills.
- Further all payments to agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income Tax Act, 1961, applicable penalty and other taxes, if any, as per Government of India rules.

Section- 6: Unpriced Bill of Quantity

SL No	Job Description	QTY	UOM (unit Of Measurement)
1	Lump Sum Cost Per Month for carrying out Social Media activities for Department of Information Technology & Electronics, Government of West Bengal.	36	Months

Annexure I: Covering Letter for submission of RFP

(To be submitted on the letterhead of the bidder)

(Date)

To,

Name of the concerned officer,

Address-

Ref: WEBEL/EOT/COM/22-23/00079

Sub: Submission of RFP for “Request for Proposal for Selection of Social Media Agency for Department of Information Technology & Electronics, Government of West Bengal.”

Dear Sir/Madam,

We have examined the RFP document, we, the undersigned, herewith submit our RFP in response to your RFP no. WEBEL/EOT/COM/22-23/00079 dated 19-01-2023 for “Request for Proposal for Selection of Social Media Agency for Department of Information Technology & Electronics, Government of West Bengal”, in full conformity with the said RFP document.

- i. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our RFP shall not be given effect to.
- ii. We agree to abide by this RFP, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the date of submission of the bid.
- iii. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices
- iv. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
- v. We hereby declare that all the information and statements made in this RFP are true and accept that any misrepresentation contained in it may lead to our disqualification.
- vi. We understand you are not bound to shortlist / accept any RFP you receive

Sincerely,

Signature of Authorized Signatory and Seal of the bidder

Name:

Designation:

Date:

Annexure II: Details of the Responding Bidder

#	Description	Details (to be filled by the responder to the Bid)
1.	Name of the company	
2.	Official address	
3.	Phone No. & Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. & Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	GST Registration No.	
11.	Permanent Account Number (PAN)	
12.	Company's Revenue for last 3 years (Year wise)	
13.	Company's net worth for the last year	

Annexure–III: Format for Performance Bank Guarantee

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)
Performa of Bank Guarantee for Security Deposit cum Performance Guarantee)

Ref Bank Guarantee no.....

Date.....

PERFORMA OF BG FOR SECURITY DEPOSIT KNOW ALL MEN BY THESE PRESENTS THAT IN CONSIDERATION OF WBEIDC, a Government of West Bengal Enterprise/ Department of Information Technology & Electronics, Government of West Bengal having its registered office at Webel Bhawan, Block- EP & GP, Sector-V, Salt Lake, Bidhan Nagar, Kolkata-700091, (hereinafter called "The Purchaser") having agreed to accept from _____(hereinafter called "The empanelled agency") Having its Head Office at _____, a Bank guarantee for Rs. _____ in lieu of Cash Security Deposit for the due fulfilment by the firm of the terms & conditions of the Work Order No. _____ dated _____ issued by the Purchaser for _____ (hereinafter called "the said work order _____ dated _____)". We _____ (Name & detailed address of the branch) (hereinafter called "the Guarantor") do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the firm of any of the terms and conditions contained in the said Work Order No. _____ Dated _____ of which breach the opinion of the Purchaser shall be final and conclusive.

(2) AND WE, _____ DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum of _____ Rupees _____) only as may be specified in such demand, in the event of the firm failing or neglecting to execute fully efficiently and satisfactorily the order for _____ Work Order no. , _____ dated _____

(3) We _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said Work Order No. _____ dated _____ including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No. _____ Dated _____ have been fully paid and its claims satisfied

or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No. _____ dated _____ have been fully and properly carried out by the said firm and accordingly discharged the guarantee.

(4) We _____ the Guarantor undertake to extend the validity of Bank Guarantee at the request of the firm for further period of periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.

(5) The liability under the Guarantee is restricted to Rs. ____ (Rupees _____) only and will expire on _____ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filled against us within 6 months from _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

(6) The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closer of the firm.

(7) The executants has the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.

(8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) only and our guarantee shall remain in force up to _____ and unless a demand or claim under the guarantee is made on us in writing on or before _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, _____ lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Purchaser in writing. In witness whereof we _____ have set and subscribed our hand on this _____ day of _____.

SIGNED, SEALED AND DELIVERED

(Stamp of the executants)

WITNESS

1) _____

2) _____

(Name & address in full with Rubber Stamp)

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non- Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalised Bank/ Scheduled Commercial Bank preferably on a branch located in Kolkata. B.G. from Co-operative Bank / Rural Banks is not acceptable.
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The content of the B.G. shall be strictly as Proforma prescribed by WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL Ltd. in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
11. Issuing Bank / The Vendor are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to WBEIDC/DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVERNMENT OF WEST BENGAL LTD.

Annexure–IV: Consortium Agreement

(TO be given on Rs.100 stamp paper)

- This Consortium Agreement ("Agreement") is executed on this ___ day of _____, 2023 by and between
- _____, ("Lead Member"), a Company incorporated under the laws of _____ having its Registered Office at _____ (hereinafter called the "Lead Member/Prime Bidder", which expression shall include its successors, executors and permitted assigns) of the First Part;
- And
- _____, a Company incorporated under the laws of _____ having its Registered Office at _____ (hereinafter called the "Consortium Partner", which expression shall include its successors, executors and permitted assigns) of the Second Part.
- (Each Member individually shall be referred to as the 'Member" or "Party" and both the Members shall be collectively referred to as the "Members" or "Parties" in this Agreement).
- WHEREAS, WBEIDC/ Department of Information Technology & Electronics, Government of West Bengal has issued Tender No WEBEL/EOT/COM/22-23/00079 dated 19-01-2023 (hereinafter 'The Tender") for Request for Proposal for Selection of Social Media Agency for Department of Information Technology & Electronics, Government of West Bengal and invited bids for this purpose.
- AND WHEREAS, the Tender stipulates that the Lead Member may enter into a Consortium Agreement
- with another Company I Corporate entity to fulfil the Technical Eligibility Criteria stipulated in Tender

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Consortium agreement do hereby mutually agree as follows: ·

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that _____ shall act as the Lead Member for the Consortium.
2. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations envisaged in this Agreement.
3. Subject to the terms of this Agreement, the Consortium Partner shall be responsible for providing technical knowledge required for the Tender to the Lead Member. Furthermore, Lead member and Consortium Partner shall enter into a separate definitive agreement (hereinafter referred to as "Definitive Agreement") with each other defining respective rights, duties, obligations, liabilities, etc. of both the parties for the performance of the obligations as per the Tender.
4. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Kolkata alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
5. It is hereby further agreed that in case of being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of the Tender.
6. It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the bid submitted to WEBEL and shall remain in full force and effect until the date of occurrence of any of the following events or conditions. Whichever shall first occur: -
 - a. Termination of the Tender;
 - b. Rejection of Bid submitted by the Parties in consortium with each other;
 - c. Contract/Bid is awarded to a third party;
 - d. The Lead Member decides not to submit the Bid.
7. Consequences of Termination/ expiry
 - a. Each Party shall handover all information, documents, materials, Confidential Information of the other Party as may be provided by such other Party in accordance with the terms of this Consortium Agreement within 15 (fifteen) days of termination of this Consortium Agreement.
 - b. The Consortium Partner shall maintain all data, all necessary and required records, registers and accounts in respect of the services provided and shall furnish the same to Lead Partner on request.

8. In case the Consortium is declared as successful bidder and Contract is awarded to the Consortium, then Lead Member and Consortium Partner shall enter into Definitive Agreement defining respective rights, duties, obligations, liabilities etc. of both the parties for the performance of the obligations as per Tender. Further, the Consortium Members shall continue to be members of the Consortium and continue to fulfil their respective obligations/scope of work under this Consortium Agreement post award of the Bid/Contract, for the duration specified in the Tender.
9. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of WBEIDC/ Department of Information Technology & Electronics, Government of West Bengal.
10. Each Party to this Consortium Agreement shall bear its respective costs, expenses and liabilities as a result of its obligations and efforts under this Agreement. Neither Party shall have any right to any reimbursement, payment or compensation of any kind from each other during the period prior to the award of the contract by WBEIDC/ Department of Information Technology & Electronics, Government of West Bengal nor, any other contract executed in consequence of this Consortium Agreement. However, it is clarified that this clause shall not apply over the Definitive Agreement entered into between both the parties as per this agreement.
11. This Agreement:
 - a. Has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b. Sets forth the entire understanding of the Members hereto with respect to the subject matter hereof: and
 - c. May not be amended or modified except in writing signed by each of the Members and with prior written consent of WBEIDC/ Department of Information Technology & Electronics, Government of West Bengal.
12. If at any time any dispute, differences or question arises between the Parties concerning the meaning, construction, interpretation, effect and scope of this Consortium Agreement regarding the respective rights and liabilities of the Parties under this Consortium Agreement, then such disputes, differences or question shall be amicably resolved through mutual discussions and negotiations ; if the Parties fail to resolve such dispute within 30 days of commencement of amicable settlement process such dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). The Arbitration procedure shall be conducted in English language at Kolkata. The arbitration award passed by the sole arbitrator (mutually appointed by the parties) shall be final and binding on the Parties.

13. Legal Relationship

- a. Relationship between the Parties is on principal to principal basis. This Consortium Agreement does not in any respect make Consortium Partner an agent or a partner of the Lead Member nor does it establish any joint venture between the Parties or authorize the Consortium Partner to transact any business in the name of the Lead Member or to incur any obligation or liability for or on behalf of the Lead Member except as otherwise specifically set forth herein or as may be agreed upon specifically in writing.
- b. Each Party confirms it is acting on its own behalf and not for the benefit of any other Party.

14. Indemnity

Each Party (the Indemnifying Party") shall indemnify, defend and hold harmless the other Party (the Indemnified Party") from any and all direct costs, losses, liabilities or expenses (including reasonable attorneys' fees) incurred by the Indemnified Party to the extent arising from the breach by the Indemnifying Party of any of its obligations under this Consortium Agreement.

Each Party acknowledges that monetary damages would not be .a sufficient remedy for any breach of this Consortium Agreement by such Party and that the other Party would suffer irreparable harm as a result of any such breach. Accordingly, each Party will be entitled to equitable remedies, including but not limited to injunctive relief and specific performance for any breach or threatened breach of this Consortium Agreement by the other Party, in addition to any other rights or remedies available to such Party.

15. Limitation of Liability

No Party shall be liable towards the other Party for consequential, indirect, incidental, or special (including multiple or punitive) damages of any kind, including, but not limited to, lost orders, sales or profits.

15. Assignment

Neither party shall have the right to assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Consortium Agreement without obtaining prior written consent from the other party.

16. Severable Terms

The provisions of this Consortium Agreement are severable. If any provision is determined by a court of competent jurisdiction to be in valid, void or unenforceable under the existing law, that provision shall be modified to the extent necessary to make it enforceable. The remaining

provisions of this Consortium Agreement or validity of this Consortium Agreement shall not be affected or impaired thereby.

17. Waiver and Amendment

No provision of this Consortium Agreement shall be modified or waived, except by a writing signed by an authorized person from each party in presence of two witnesses .Any failure or delay in asserting any provision or breach does not waive that or any other provision or breach. A waiver does not act as a waiver of any provision or breach on any other occasion.

Entire Agreement

This Consortium Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all other oral or written representations, arrangements and understanding.

Counterparts

This Agreement shall be executed in two counterparts that together shall constitute one and the same instrument. Each Party shall retain one counterpart.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For ____

Witnesses:

1.

2.

For ____

1.

2.