

REQUEST FOR PROPOSAL (RFP)

Selection of advertising agency for the Liquor Prohibition awareness campaign

Tender No:Advertising/Excise/2023/01

Dated: 10/1/2023

**Department of Prohibition,Excise and RegistrationGovernment
of Bihar**

1 Introduction

1. The Department of Prohibition, Excise and Registration invites bids from eligible agencies for the selection of reputed advertising agency for preparing creatives for Department's liquor prohibition awareness campaigns across the state/country.
2. All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 5,00,000 (Rupees five lakhs Only) in the form of Bank Guarantee in **favor of Excise Commissioner Cum I.G. Registration, Account Number – 922020004238912, Branch Name – AXIS Bank Limited, Raja Bazar, payable at Patna**. Bids submitted without adequate EMD will be liable for rejection.
3. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2 Schedule of Bid Process

SL#	Information	Details
1.	RFP No. and Date of availability	Advertising/Excise/2023/01, Available for download from 10 Jan 2023,5:00 PM onwards till 25 January 2023, 4:00 PM
2.	Last date for submission of written queries for clarifications	12 Jan 2023, 5:00 pm Email: excise-bih@nic.in
3.	Date of pre-bid conference	13 Jan 2023, 4:30 pm at Conference Room, Department of Prohibition, Excise and Registration, Vikash Bhawan, New Secretariat, Patna – 800 015
4.	Release of response to clarifications	16 Jan 2023, 5:00 PM
5.	Last date of submission of bid	25 Jan 2023, 4:00 PM
6.	Opening of Technical Bids	25 Jan 2023, 4:30 PM
7.	Opening of Financial Bids	To be intimated
8.	Contact person for queries	Smt. Renu Sinha Assistant Commissioner, Excise email: excise-bih@nic.in

3 Scope of Work

1. The bidder shall be responsible for preparing creatives for Department's liquor prohibition awareness campaigns that shall be broadcasted through various media channels across the state and country. The campaigns shall be broadcasted through broadcasting agencies (Empanelled by State Government) at PAN India level in English and Hindi languages.
2. The selected agency shall work on the project for a period of one (01) year, which is further extendable depending upon the satisfactory performance of the vendor.
3. The bidder shall be responsible for conceptualizing, designing, developing television, radio, print, digital, mobile phone communication, etc. involving designing and development of Audio/video contents through TV Commercials, Radio Jingles and Audio Clips, short films/documentaries/AVs, merchandise branding, corporate film, corporate ringtone, etc.
4. The bidder shall be responsible for creating design comprehensive content for all traditional media (TV, Print, Radio, Outdoor, Cinema) & Digital media (OTT, emailers, interactive banners etc.) as and when required by the Department.
5. The bidder shall take responsibility of writing scripts, shooting and other required post production activities including editing, music, visual effects, 2D/3D animation, etc., as per the scripts approved by the Department.
6. The bidder shall deliver the creatives/content to the satisfaction of the Department within the quoted price, even if multiple iterations are needed.
7. The bidder shall submit the final products to the broadcasting agency in the latest format as requested by the broadcasting agencies.
8. The creatives/content would be produced either with fresh shoot or through existing stock of images or outright purchase of image.
9. The bidder shall be responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
10. The successful bidder shall not sublet, transfer or assign the contract or any part thereof. In the event of the agency violating this condition, the Department shall be entitled to terminate the agreement and forfeit the security.
11. The ownership of all publicity material produced / designed through the successful bidder shall be with the Department and the bidder will have no proprietary or other rights in respect of the same. This would include full copyright for all time use of the images / photographs / radio jingles used in the creatives and publicity material (unless bound by copyright rules).

12. The bidder shall be responsible for obtaining any permissions that may be required for undertaking work as mentioned in the RFP.
13. The Creative Agency will at no time resort to plagiarism, Department, will not be a party to any dispute arising on account of plagiarism resorted to by the bid.

4. Payment Terms:

The Agency will submit invoices on the completion of the activity for the necessary settlement. The invoices should be submitted along with list of work initiated /completed, along-with all supporting documents and bills.

5. Confidentiality

The agency or its personnel shall not disclose any confidential/vital information which are disclosed /provided to them during briefing or any discussion or acquired by the agency to any third party without prior permission of the Department and such information will be kept confidential even after the termination/expiry of the agreement.

6. Intellectual Property Rights

- a. The Department will have the right to use the creatives, once prepared and approved, at a later stage, with or without changes, in any form and through any medium and through any agency (creative or media) as it finds necessary. The selected agency shall, therefore, create and vest all the Intellectual Property Rights in perpetuity and on an umbrella basis for all the advertisements created by it for the Department.
- b. The selected agency will ensure that there is no violation of Intellectual Property Rights or any other law in force while designing the advertisements (including copy, pictures, etc) and will also indemnify the Department against any claim by or liability against any third party as the case may be. The selected agency shall, at its own cost and expenses, defend and indemnify the Department against all third-party claims including those of infringement of Intellectual Property Rights, including patent, trademark, copyright, or industrial design rights, arising from the use of products or any part thereof in India or internationally. The selected agency shall expeditiously meet any such claims and shall have full rights to defend itself therefrom.
- c. The selected agency shall also be liable to indemnify the Department, at its own cost and expenses,

against all losses/damages, which the Department may suffer on account of violation by the selected agency of any or all national/international trade laws, norms, standards, procedures, etc.

7. Timelines

The successful bidder shall submit the deliverables within 3 weeks from the issue of the work order.

8. Penalty

If the selected bidder fails to perform services within the stipulated time schedule, the Department shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquated damages, a sum equivalent to 2% of the total work order cost for delay of each week or part there of maximum upto 10% of total work order price. Once the maximum is reached, Department may consider termination of contract pursuant to the conditions of contract/RFP.

9. Dispute Resolution

- a) The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- b) All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between Department and the vendor's representative.
- c) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
 - i. Conciliation: - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
 - ii. The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.
 - iii. Arbitration: - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration

as per the Arbitration Act.

iv. All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.

d) The Arbitral award shall be final and binding on both the parties.

e) Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by Department unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by Department, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

10. Fraud or Corrupt Practices

a. The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOA or the Agreement, the DEPARTMENT may reject a bid, withdraw the LOA, debar the bidder for a period of one year from participating in the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the DEPARTMENT shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security 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 Bidders Proposal.

b. Without prejudice to the rights of DEPARTMENT under Clause above and the rights and remedies which the DEPARTMENT may have under the LOI or the Agreement, if a Bidder, 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 LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by DEPARTMENT during a period of <1(one)year> from the date such Bidder, is found by DEPARTMENT 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.

c. For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:

- “corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
- “fraudulent practice” means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- “coercive practice” means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Department 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
- “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection process.

11. Termination & Blacklisting:

- I. The Department may terminate this Agreement and Blacklist/Debar the vendor , in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days written notice of termination to Second Party.
 - a. If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
 - b. If the vendor becomes insolvent or goes into compulsory liquidation
 - c. If the vendor, in the judgement of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
 - d. If the vendor submits to Department a false statement which has material effect on the rights, obligations, or interests of the Department.
 - e. If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
 - f. If the vendor fails to provide Quality services as envisaged under this Agreement.
 - g. Serious discrepancy and delay in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Department.
 - h. Failure to abide by any lawful directions of the Department.

Note: - Blacklisting/Debarment of the vendor shall be natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the Department.

Provided that before placing the vendor in the blacklist, with or without the termination of the contract, the Department shall issue a notice given 15 days of time to the vendor.

11.2 Penalties: - The Department may impose a suitable penalty of the vendor of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty.

11.3 Termination Payments:- These payments shall mean the amount of payment by either party to the other

party upon termination. Upon termination of the contract, Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the sub-vendors of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

11.4 Blacklisting without termination: - The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.

11.5 Foreclosure with Mutual consent: -

- a) Without prejudices to any provisions of this agreement, Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
- b) Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
- c) In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
- d) Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.
- e) For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the Department.

11.6 Transition and Exit Plan:

The vendor shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual consent. In addition to the cancellation of contract, Department reserves the right to charge appropriate penalties and liquidated damages from the selected agency. Further:-

- a) All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.
- b) The transition plan along with the period shall be mutually agreed between vendor and Department when the situation occurs. Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.

12. Instructions to the Bidders

12.1 General

- I. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the DEPARTMENT on the basis of this RFP.
- II. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the DEPARTMENT. Any notification of preferred bidder status by the DEPARTMENT shall not give rise to any enforceable rights by the Bidder. The DEPARTMENT may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the DEPARTMENT.
- III. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

12.2 Compliant Proposals / Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
3. Include all documentation specified in this RFP;
4. Follow the format of this RFP and respond to each element in the order as set out in this RFP
5. Comply with all requirements as set out within this RFP.

13. Key Requirements of the Bid

13.1 Right to Terminate the Process

- a) The DEPARTMENT may terminate the RFP process at any time and without assigning any reason. The

DEPARTMENT makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b) This RFP does not constitute an offer by the DEPARTMENT. The bidder's participation in this process may result the DEPARTMENT selecting the bidder to engage towards execution of the contract.

13.2 RFP Document Fees

RFP document can be downloaded from the website www.eproc2.bihar.gov.in after paying tender fee of Rs. 5000/- and processing fee of Rs. 590 /-. The fees will have to be paid through online on the above mentioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

13.3 Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Bids, EMD of INR 5,00,000 (five lakhs only) in the form of Bank Guarantee issued by any Scheduled bank.
2. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
3. Micro, small and start up agencies registered for doing similar work are exempted from the payment of EMD, as per Government policy, subject to submission of valid registration certificate with the bid.
4. The EMD may be forfeited:
 - a) If a bidder withdraws its bid during the period of bid validity.
 - b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

13.4 Submission of Proposals

- a) The bidders should submit their responses as per the format given in this RFP in the following manner: Technical Proposal and Commercial Proposal
- b) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- c) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- d) The bids shall be uploaded through <http://eproc2.bihar.gov.in> as per the instructions available on the website

13.5 Preparation and Submission of Proposal

13.5.1 Proposal Preparation Costs

- a) The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing

any additional information required by the DEPARTMENT to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bidprocess.

- b) The DEPARTMENT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the biddingprocess.

13.5.2Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shallgovern.

13.5.3Tender Opening

- I. The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the DEPARTMENT, in the presence of such of those Bidders or their representatives who may be present at the time ofopening.
- II. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of theproposal.

13.5.4 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

13.5.5 Tender Evaluation forresponsiveness

- I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
 - A. Are not submitted in as specified in the RFPdocument
 - B. Are found with suppression ofdetails
 - C. With incomplete information, subjective, conditional offers and partial offerssubmitted
 - D. Submitted without the documents requested in thechecklist
 - E. Have non-compliance of any of the clauses stipulated in theRFP
 - F. With lesser validityperiod
- II. All responsive Bids will be considered for further processing.The DEPARTMENT will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in thisregard.

14Criteria forEvaluation

- Technical evaluation: The Bidder shall be examined prima facie to substantiate the compliance with the Bidder’s eligibility criteria as set out for this project in terms of organizational, financial and technical experience etc. The bid will be rejected, in case it does not meet the Eligibility criteria.
- Proposal may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been black listed by a central or any state government or has indulged in any malpractice/ unethical practice and has not honored contractual obligation elsewhere;
- After the technical evaluation is completed and approved, DEPARTMENTshall inform the Bidders who have submitted proposals, the detailed compliance of their Technical Proposals, and shall notifythoseBidderswhoseProposalsdidnotmeettheminimumtechnicalcriterionorwereconsiderednon-responsive to the RFP, that their Financial Proposals will be returned unopened after completing the evaluation process. DEPARTMENTshall simultaneously notify in writing to the Bidders that have complied with the Technical Criterion specified in the RFP the date, time and location for opening the Financial Proposals.
- Please note that no conditional bid will be entertained.

14.1 Pre-Qualification Criteria

S No	Criteria	Documents Required
1	The Bidder should be a sole proprietor, partnership or Limited Liability Company or Company registered under Indian Companies Act 1956/2013.	Certificate of Incorporation/Proprietorship Certificate/Partnership Certificate/LLP 2008 certificate GST certificate
2	The bidder should have annual turnover of minimum INR 50 crores or more in each of the last threeFinancial years.	Audited Financial Statements of last three financial years
3	The bidder should be in the business of creative and advertisements (designing/production of creatives/commercials for various media including TV, radio, social , digitaletc)as required in RFP for at least 5 years prior to submission of the bid.	Work Order/ Completion Certificate

4	The bidder should have successfully executed at least 3 creative projects for any PSU/Government/Public sector Banks /and/or ministries during the last three years prior to submission of the bid.	Work Order/ Completion Certificate
5	The agency should not be blacklisted or debarred by any State/ Central Govt/PSUs of India	Self-Declaration (Refer Form -4)

14.2 Technical Evaluation Criteria (Total Marks: 100, Minimum Scoring Marks: 70 Marks)

S.No	Criteria	Documents Required	Total Marks	Scoring
1	Experience in the field of preparing creatives for print media, TV, radio and digital media. a. Equals to 5 years b. For 5-10 years c. >10 years	Work Order/Completion Certificate	15	a. Equals to 5 years- 5 Marks b. 5-10 years – 10 Marks c. >10 years – 15 Marks
2	The bidder should have annual turnover of INR 50 crores or more in each of the last three Financial years.	Audited Financial Statements of last three financial years	15	a. 50- 100 crores – 10 Marks b. More than 100 crores- 15 Marks
3	The bidder should have executed at least three projects of producing creatives of minimum worth INR 5 crore each during the last three years.	Work Order/ Completion Certificate	20	a. For 3-5 projects- 10 Marks b. For 6-10 projects- 15 Marks c. For equal to or more than 11 projects-20 Marks
4	No. of clients (PSU/Government body) the bidder has served in the last three years	Work Order/ Completion Certificate	25	a. For 3-5 clients-20 Marks b. For equal to or more than 6 clients-25 Marks
6	No. of Industry recognition received in the field of advertising/creating content in the last 3 years	Certificate of recognition	5	a. 1-2 awards- 2 Marks b. 2-3 awards – 3 Marks c. 4 or more awards- 5 Marks

7	The vendor shall show the best two creative assignments done for any public sector or private companies in the last three years. Note:- The vendor shall bring the CD/Pen drive for showing the video created by them during the presentation.	CD/Pen drive	10	10 Marks
8	Presentation: It should cover the following topics:- a) Company brief, client base etc b) Understanding of the brief of the campaign and translating it into an overall creative strategy c) Creative and communication delivery etc	Technical Documentation	10	a. Company brief, client base etc- 2 Marks b. Understanding of the brief of the campaign and translating it into an overall creative strategy- 4 Marks c. Creative and communication delivery etc- 4 Marks

14.2 General EvaluationElaboration

An evaluation committee so constituted by the DEPARTMENT will evaluate the bids as per the following pattern:

- 1 Conditional bids shall be summarily rejected.
- 2 Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- 3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 4 The Tenderer is expected to submit all documents along with General Bid for General Evaluation, in case document is not provided or provided but not a valid document, then the same parameter shall not be considered for marking for the specific Bidder. It is the Bidder's

responsibility that all documents pertaining to every parameter of “General Evaluation Elaboration” needs to be submitted and tagged/referenced to the evaluationparameter.

- 5 The Tenderer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- 6 Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution/ implementation of the project including management period.

14.3 Financial Bid Evaluation

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- d) Any conditional bid would be rejected.
- e) Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.
- f) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- g) The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

14.4 Award Criteria

The successful bidder will be selected under Quality and Cost Based Selection (QCBS) procedures. In case, score is same for two or more agencies then the agency shall be selected based on the highest score obtained by the bidder under technical evaluation.

The technical and financial scores secured by each Bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score. The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:- $S_n = 0.70 * T_n + 0.30 * F_n$

*Where, S_n = overall score of Bidder; T_n = Technical score of the Bidder (out of maximum of 100 marks); F_n = Normalized financial score of the Bidder.

14.5 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The DEPARTMENT reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the DEPARTMENT action.

14.6 Contract Finalization and Award

a. The DEPARTMENT shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.

b. The DEPARTMENT may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.

14.7 Signing of Contract

After the DEPARTMENT notifies the successful bidder that its proposal has been accepted, the DEPARTMENT shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the DEPARTMENT and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

14.8 Failure to Agree with the Terms and Conditions of the RFP

- i) Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the DEPARTMENT may award the contract to the next best value bidder or call for new proposals from the interested bidders.
- ii) In such a case, the DEPARTMENT shall invoke the PBG of the most responsive bidder.

15. Annexure

Annexure I: TECHNICAL BIDTEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical EvaluationCriteria.

Technical Proposal shall comprise of following forms:

Forms to be used in Technical Proposal:

Form 1: Undertaking on Total Responsibility

Form 2: Particulars of the Bidder

Form 3: Bank Guarantee for Earnest Money Deposit

Form 4: Self Declaration on Blacklisting

Annexure II: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal

Form 1: Financial Proposal

Form 2: Performance Bank Guarantee

Form 1: Undertaking on Total Responsibility

No. Date:
To:

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for designing, developing creatives and content for liquor prohibition awareness campaigns to the Department of Prohibition, Excise and Registration as per the requirements of the RFP.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :
Designation :
Date :
Time :
Seal :
Business Address:

Form 2: Particulars of the Bidder

Details of the Bidder(Company)		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/Pvt. Ltd)	
4.	Details of Incorporation of the Company	
7.	Valid GST no.	
8.	Permanent Account Number(PAN)	
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10.	Telephone No. (with STD Code)	
11.	E-Mail of the contact person:	
12	Fax no (with STD code)	

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #<RFP Number> dated<Date> for <Name of the assignment> (hereinafter called "the Bid") to the DEPARTMENT

Know all Men by these presents that we <> having our office at <Address>(hereinafter called "the Bank") are bound unto the DEPARTMENT (hereinafter called "the Purchaser") 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 Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

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

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

FORM 4: SELF-DECLARATION ABOUT NON-BLACK-LISTING

SELF-DECLARATION ABOUT NON BLACK-LISTING

(On the Letterhead of the Bidder and to be submitted/ uploaded online)

Date : _____

To,

Director, DEPARTMENT,

Patna, Bihar

Subject: E-Tender for ‘Selection of advertising agency for the Liquor Prohibition awareness campaign”, Tender No: Advertising/Excise/2023/01

Sir,

In response to tender under reference, I/ We hereby declare that presently our firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our firm is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our performance security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully,
(Name & signature with stamp of the bidder)

ANNEXURE III
Form 1: Financial Proposal

S. No	Item	Unit Rate (INR)	Applicable Taxes (INR)	Total rate including Tax (INR)
1	Creating videos for TVchannels of duration>=20 sec to 1 minute			
2	Creating videos for TV channels of duration >1 minute to <=3 minute			
3	Creating Radio spots/ads of durationupto30 seconds			
4	Creating radio spots/ads of duration >30 seconds to 60 seconds			
	Total cost			

Note: -

- Thepayment againstcreatives/content for digital media or any other print ads ((if required) or any other advertising related work shall be done on actual basis at mutually agreed rates.
- No extra charges will be paid over and above the contract amount on account of any other charges (existing or future addition) or on any other account.
- It shall be noted that the bidder has to enter the rates in the excel sheet uploaded in the eproc portal. In addition to said point, bidder shall enter the total cost (same as mentioned in excel sheet) under BOQ tab in eproc portal. However, the Department shall consider the excel sheet for evaluating the financial rates.

Form 2: Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <name of the supplier and address>(hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the DEPARTMENT (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, **<Name of Bank>** a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs.<Insert Value>(Rupees<Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until **<Insert Date>**)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs.<Insert Value>(Rupees <Insert Value in Words> only).**
- II. This bank guarantee shall be valid up to **<Insert Expiry Date>**)

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 Expiry Date>) failing which our liability under the guarantee will automatically cease.