

REQUEST FOR PROPOSAL (RFP)

Empanelment of Agencies for Social Media Management for Sugarcane Industries

Department, Government of Bihar

Tender No: Social Media/Sugarcane
Industries/2025/01 Dated:30-04-2025

Department of Sugarcane Industries Government of Bihar

1 Introduction

1. The Department of Sugarcane Industries invites bids from eligible agencies for the selection of reputed agency for Social Media Management to Increase the demand for various by products and product of sugarcane.
2. All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 2,00,000 (Rupees two Lakh Only) in the form of Bank Guarantee in favor of OSD-cum-DDO, Sugarcane Industries Department, Government of Bihar, 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	Social Media /Sugarcane Industries/2025/01, Available for download from <u>May 03, 2025</u> onwards.
2.	Last date for submission of written queries for clarifications	<u>May 13, 2025.</u> Email: Sugarcane Industries-bih@nic.in
3.	Date of pre-bid conference	<u>May 15, 2025. (02:00PM to 04:00PM),</u> Offline/ Online (Information given via email to invited person. Room No.-203, Office of Joint Secretary, Department of Sugarcane Industries, Vikash Bhawan, New Secretariat, Patna-800 015
4.	Release of response to clarifications	<u>May 20, 2025.</u>
5.	Last date of submission of bid	<u>2nd, June, 2025. (03:00 PM)</u>
6.	Last Date of submission of Hard Copy (Bank Guarantee)	<u>2nd, June, 2025. (03:20 PM)</u>
7.	Opening of Bids	<u>2nd, June, 2025. (03:30 PM)</u>

	Contact person for queries	Sugarcane Industries Department email: sugarcanedptt@gmail.com IT Manager :- Shalinta Rani
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3 Scope of Work

3.1 Social Media management:

1. The bidder shall manage the official accounts of the Department of Sugarcane Industries Bihar on the various popular social media platforms like Instagram, X, Facebook, YouTube etc. for effective dissemination of information, awareness of use and industry scope related to sugarcane and the programs of the Department.
2. The bidder shall ensure maintenance and improvement of already created social media platforms and creation; maintenance of additional social media platforms as required by the Department.
3. The bidder shall ensure that the social media platforms are free from unauthorized advertisements, inappropriate content, spam etc.
4. The bidder shall follow the Framework and Guidelines for Use of social media for Government Organizations' issued by the Ministry of Electronics and Information Technology and Information Technology (IT) Act, 2000 and rules and regulations made thereunder as amended from time to time.
5. The bidder shall use a standard social media monitoring tool for analysing comments or remarks about the Department across online media channels like Facebook, YouTube, website etc.
6. The bidder shall be responsible for creation of meaningful content in the form of images, audio or video clips, graphs, or charts etc. based on the information received from the concerned authorities of the Department. The content should be such that it could be uploaded or played on all social media platforms.
7. Give all Social Media Platforms a new look every week or as per the direction of the Department by putting up new creatives in line with overall theme/strategy approved by the Department, for the period of engagement.
8. Daily informative and promotional updates (at least three updates on Facebook, and Twitter, one on other platforms) in the form of relevant text, photos, audio, interactive content, interviews, news, organize online surveys, quizzes, contests, and others on all the social media platforms in consultation with the Department.
9. Publicize and market all programs/schemes/policies etc. being conducted or proposed to be conducted on all the social media platforms with the intent to ensure maximum publicity and adequate participation of individuals.

10. Responsible for relevant tagging & linkages of content on all platforms.
11. All the comments/questions received on digital platforms must be replied to and addressed within 24 working hours in consultation with the Department.
12. The agency must submit weekly report to the Department on the effectiveness of the social media channels as per the format shared by the Department.
13. Creative design: -
 - a) Creative content generation or convert the content and repackage the available content. The content may be of various forms such as graphics, cartoons, smart art, animations, story board etc. design on subject of Government schemes and programs and policies etc.
 - b) Uploading of content on various social media platforms such as Twitter, Facebook, and YouTube etc. without any Infringement of Intellectual Property Rights (IPR).
 - c) The bidder will undertake that all process and standards are being followed to ensure that the data is secure and is immune to any fraudulent activity.
 - d) The bidder 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.
14. 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.
15. The period of contract will be for an initial period of one (01) year which is further extendable depending upon the satisfactory performance of the vendor.

3.2 Coverage of live events on social media channels

- a) To manage live events on Facebook, Twitter and YouTube (There would be the separate payment for Live of social media which will be not included in the amount quoted in this bid).
- b) To produce quality AV content for use of the Department on its social media platforms and otherwise, on demand. This may include obtaining stock footage, creation/purchase of background music or voice-overs, scripting including time coding.
- c) To provide the services of a videographer and/ or photographer for covering specific events/work whenever needed by the department against a work order on pre-approved rates.
- d) To develop/design/creating/writing/ editing of content for the department's programs, projects, events, reports, books, manuals, case studies, brochure etc. as required, on preapproved Govt. or on any other rates approved by the department.

e) To develop and design print materials like IEC material, brochures, collaterals, e book, activity compilations etc, on pre-approved Govt. or on any other rates approved by the department.

4. Payment Terms

- The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc. The agency will be paid its quoted monthly price; however, the payment will be made on a quarterly basis.
- The agency who has been awarded the contract shall submit the bills within a week of the subsequent month after the expiry of a quarter indicating full description.
- Agencies, which submit the bid, are advised to ensure that the prices/ rates quoted are inclusive of the manpower support required for the execution and continuous monitoring of the project during the Contract period. No deviation in any of the conditions is allowed during the project period. No increase In prices would be allowed during the contract period.

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

- 6.1 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.
- 6.2 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.

- 6.3 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 kick-start the work within 4weeks from the issue of the work order. However, the content creation, updating and maintenance of social media platforms as mentioned in the scope of work shall be on daily basis.

8. Liquidated Damages

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 up to 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. Performance Bank Guarantee

The successful bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 3% of the contract value defined in this RFP on or before signing of the subsequent contract typically within 15 days from the notification of LOI, unless specified to the contrary.

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 in such a case, the Department shall invoke the PBG of the most responsive bidder.

10. Dispute Resolution

In case of any dispute arising between the parties, the parties agree that the matter shall be subject to the exclusive jurisdiction of the Hon'ble High Court of judicature at Patna. Prior to initiating any legal proceedings, the aggrieved party shall serve a legal notice to the other party, providing a minimum of 30 days time to resolve the dispute amicably. Only upon the failure to resolve the dispute within the said notice period shall the parties be entitled to approach the High Court for appropriate relief.

11. 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.

12. Termination & Blacklisting:

1. 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 07 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 07 days.
 - b. If the vendor becomes bankrupt, 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 of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
 - i. 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 07 days of time to the vendor.

12.2 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 07 days of time to the vendor before imposing such penalty.

12.3 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 in cash 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.

12.4 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.

12.5 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 07 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 07 (Seven) 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.

12.6 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.

13. Instructions to the Bidders

13.1 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.

13.2 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.

14 Key Requirements of the Bid

14.1 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.

14.2 RFP Document Fees

RFP document can be downloaded from the website <https://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.

14.3 Earnest Money Deposit(EMD)

1. Bidders shall submit, along with their Bids, EMD of INR2,00,000 (Two lakhs only) in the form of Bank Guarantee/online transfer will be accepted.
2. The bid/proposal submitted without EMD, mentioned above, will be summarily rejected.
3. 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.

14.4 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.

14.5 Preparation and Submission of Proposal

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

14.5.2 Language

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 shall govern.

14.5.3 Tender 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 them representatives who may be present at the time of opening.
- 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 Bonafide for attending the opening of the proposal.

14.5.4 Tender Validity

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

14.5.5 Tender Evaluation for responsiveness

- 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 RFP documents.
 - B. Are found with suppression of details
 - C. With incomplete information, subjective, conditional offers and partial offers submitted
 - D. Submitted without the documents requested in the checklist
 - E. Have non-compliance of any of the clauses stipulated in the RFP
 - F. With lesser validity period

- 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 this regard.

15. Criteria for Evaluation

- 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 honoured contractual obligation elsewhere;
- After the technical evaluation is completed and approved, DEPARTMENT shall inform the Bidders who have submitted proposals, the detailed compliance of their Technical Proposals, and shall notify those Bidders whose Proposals did not meet the minimum technical criterion or were considered non-responsive to the RFP, that their Financial Proposals will be returned unopened after completing the evaluation process. DEPARTMENT shall 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.

15.1 Eligibility 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 an average annual turnover of minimum INR 22 lakhs or more for the last three financial years ending in March 2025. The criteria related to turnover shall be relaxed	Financial Statements of last three financial years Startup certificate from DPIIT and Startup Bihar

	for startups having experience of similar nature as mentioned in the Scope of Work.	
3	The bidder should have successfully handled comprehensive media and public relation mandate as per the scope outlined in the RFP in a minimum of 20 different government organizations/Private Organization as active Clients till 31 January 2025.	<p>Attach certified documentary proof of all such work orders/contract document in support of nature of job undertaken. Testimonial of each client issued within the period of RFP is compulsory.</p> <p>Note. The Technical Evaluation Committee shall assess & evaluate the nature & content of the jobs undertaken at the time of technical presentation</p>
4	The bidder should have minimum 15 experienced professionals in social media management/content development.	A Self certificate on the agency's letter head signed by an authorized representative of the agency to be submitted along with CV of 08 highly qualified technical manpower related the to activities as given this RFP.
5	<ul style="list-style-type: none"> The bidder should have a registered office at Patna. 	A copy of latest Landline phone bill/Electricity bill/Registration with shop and establishment Dept./Registered rent or lease agreement in the name of bidder.
6	The agency should not be blacklisted or debarred by any State/ Central Govt/PSUs of India	Self-Declaration (Refer Form-4)

15.2 Technical Evaluation Criteria

The bidders getting at least 70 out of 100 marks shall be eligible for financial bid evaluation.

S No	Criteria	Documents Required	Max Marks	Documents Required
1	The bidder should have successfully handled comprehensive media and public relations mandate as per the scope outlined in the RFP In a minimum of 15 different government organizations/Private Organization as active Clients as on last date of submission.	Workorder/ Experience Certificate	30	a. For 15-20 clients-20 Marks b. For 21-25Clients-25 Marks c. More than 25 Clients-30 Marks
2	The bidder must have a minimum of 08 experienced professionals having expertise in social media/ Digital media. management on its payroll.	(CVs self-attested by employee)	30	a. For 08-11 resources - 10 Marks b. For 12 to 14 resources-20 marks c. For more than 14 resource -30 marks
3	Presentation (15mins): It should cover the following topics: - a) Evaluation of social media presence of the Department, b) Strategic initiatives that could be taken up by the Department. c) Creative and communication delivery etc.	Copy of Presentation document	40	a) Evaluation of social media presence -15 marks b) Strategic Initiatives that could be taken up the Department- 20 Marks c) Creative and communication delivery etc-5 Marks

15.3 General Evaluation Elaboration

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 bas's: 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 evaluation parameter.
- 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.

15.4 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.

15.5 Award Criteria

Empanelment of all the technically qualified bidders would be based on the bidder matching the L1 rates. (L1 rate is the lowest rate discovered among financial bids submitted by the technically qualified bidders). The criteria for commercial bid evaluation are as follows:

- The technically qualified bidder quoting the lowest price or the L1 price in the Commercial Bid will be identified as 11 bidder and L1 price will be set for empanelment.
- All other technically qualified bidders with commercial offer in the price band of L2 and 13 shall be invited by the Department for award of contract however they will be invited to match the empanelment rate i.e., L1 price.

15.6 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.

15.7 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.

15.8 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.

15.9 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

16. 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 Evaluation Criteria.

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: 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 Social Media management for the Department of Sugarcane Industries as per the terms and conditions of the RFF.

Thanking you, Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

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	
5.	Valid GST no.	
6.	Permanent Account Number(PAN)	
7.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
8.	Telephone No. (with STD Code)	
9.	E-Mail of the contact person:	
10.	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 Agency for Social Media Management for. Sugarcane Industries Department, Government of Bihar', Tender No: Social media/Sugarcane Industries/...

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 II**Form 1: Financial Proposal**

S.No.	Particulars	Qty	Cost (Rs.)	GST (Rs.)	Total Amount (Rs.)
(A)	Group A- As per Scope of Work- "3.1 - Social Media Management" (per month)	1			
(B)	Group B Additional Scope -3.2 on demand basis	1			
1	To manage Live events on Instagram, Facebook, Twitter, and YouTube	1			
2	To produce quality AV content for use of Department on its social media platforms and otherwise, on demand. This may include obtaining stock footage, creation/purchase of background music or voice-overs, scripting including time coding.	1			
3	To Provide the services of a videographer and/or photographer for covering specific events/work whenever needed by the department against a work order on pre approved rates.	1			
4	To develop/design/creating/writing/editing of content for the department's programs, projects, events, reports, books, manuals, case studies, brochure etc.as required, on preapproved Govt. or on any other rates approved by the department.	1			
5	To develop and design print materials like annual reports, IFC material, brochures, collaterals-book, activity compilations etc. on pre-approved Govt. or on any other rates approved by the department.	1			

Note: -

The lowest rate with GST shall be determined as per lowest value of Group -A basis only. The additional items may or may not be used during the assignment, hence for the purpose of L1, only the rate of Group-A will be considered.

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 eproc2 portal. In addition to said point, bidder shall enter the total cost (same as mentioned in excel sheet) under BOQ tab in eproc2 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.