

**Food & Consumer Protection Department,**

Old Secretariat,

Patna-800015

**Notice Inviting Tender**

(Through e-Tender mode only)

Ref. No.: Pra-06.Vividh(SM)-02/2026

Dated: 13.02.2026

e-Tenders are invited for "Selection of Social Media Management Agency under Food & Consumer Protection Department, Government of Bihar" at Patna

Sr. No	Event Description	Date & Time
1	Bid Submission Start Date & Time ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )	14-02-2026 at 10:00 am
2	Bid Submission Last Date & Time	06-03-2026 at 11:00 am
3	Last date for Submission of Pre-Bid Queries:	23-02-2026 at 05:00 pm
4	Pre-Bid meeting date & Time	26-02-2026 at 03:00 pm
5	Tender Processing Fees (Non-Refundable)	INR 3540/- (Rupees Three Thousand Five Hundred and Forty only) (all-inclusive and payable online through e-procurement)
6	Earnest Money Deposit (EMD)	INR 2,00,000/- (Rupees Two Lacs only) to be paid through e-payment mode only
7	Opening of Technical Bid	06-03-2026 at 04:00 pm
8	Presentation by applicants/Bidder(s) before technical committee (Who have qualified pre-qualification stage)	13-03-2026 at 03:00 pm
9	Opening of Financial-Bids	18-03-2026 at 11:00 am

Note:-

The details of the RFP document will be available on the website: <https://eproc2.bihar.gov.in>

All further notifications/corrigendum/amendment if any shall be posted at e-procurement website.

Secretary, Food & Consumer Protection Department reserves the right to cancel the bid without assigning any reasons.

No RFP will be accepted after closing date and time at any circumstances.

For Further Details, please mail us to: - [foodbihar@gmail.com](mailto:foodbihar@gmail.com)

  
Special Secretary

Food & Consumer Protection Department

**Food and Consumer Protection Department  
Government of Bihar**



**Request for Proposal**

for

**Selection of Social Media Management Agency under Food  
and Consumer Protection Department, Government of Bihar**

RFP No.: \_\_\_\_\_ Date: \_\_\_\_\_ .2026

Issued By:

**Food & Consumer Protection Department, Old Secretariat, Patna, Bihar**

## DISCLAIMER

This Request for Proposal (RFP) for Selection of Social Media Management Agency under Food & Consumer Protection Department, Government of Bihar (hereinafter referred to as the “RFP”) contains brief information about the scope of work and qualification process for the selection of agency. The purpose of the document is to provide the Bidders (hereinafter referred to as “Bidder/s”) with information to assist the formulation of their proposals (hereinafter referred to as the “Proposal/s”).

This RFP is not an Agreement and is neither an offer by the Food & Consumer Protection Department, Government of Bihar (hereinafter referred to as Department or the purchaser or buyer) to the prospective Bidder/s or any other person. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not support to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy, and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. Department or any of its employees or existing advisors/consultants shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. Department reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Department may deem fit without assigning any reason thereof.

Department reserves the right to accept or reject any or all proposals without giving any reasons that Department will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the proposals to be submitted in response to this RFP Document.

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

## TABLE OF CONTENTS

Sr. No.	Particulars	Page No.
<b>Section 1: General</b>		
1	Detailed Notice Inviting Tender	7-9
2	Preface	10-11
3	Fact Sheet and Schedule of the Tender:	11-12
4	Clarification of Tender Document	12-13
5	Procedure, Terms and Conditions	13-15
6	Pre- Qualification Criteria	15-16
7	Preparation of Bid	17
8	Evaluation Methodology: Technical and Financial Bid	17
8 (a)	Technical Evaluation Criteria	17-19
8 (b)	Financial Bid Evaluation	19-20
9	Award Criteria	20
9 (a)	Right to Accept Any Proposal and to Reject Any or All Proposal	21
10	Notification of Award	21
11	Security Deposit/ Performance Bank Guarantee	21
12	Signing of Contract	21
13	Failure to Agree with Terms & Conditions of the RFP/ Contract	21
14	Applicable Law and Jurisdiction	21
15	Indemnification	22
16	Force Majeure	22
17	Failure and Termination Clause	22-23
18	Intellectual Property Rights and Copyright	23
19	Exit Management	23-24
20	General Conditions	24-27
<b>Section II: Scope of Work and Deliverables</b>		
1	Introduction	28
2	Indicative list of activities for to be undertaken/scope of work	29-33
3	Project Deliverable and Timeline	33-35
4	Manpower Eligibility & Minimum Qualification Criteria:	35-37
5	Payment Terms	37-38
6	Penalty/SLA Provisions	38-40
<b>Section III: Annexures</b>		
1	Annexure 1: Covering Letter for Submission of Bid	41
2	Annexure 2: Checklist of documents to be enclosed in the Bid	42
3	Annexure 3: Bid Letter (on bidder's Letter head)	43-44
4	Annexure 4: Status of the Bidder	45
5	Annexure 5: Relevant work experience/projects/credentials format	46
6	Annexure 6: Format for undertakings / declaration by bidder	47
7	Annexure 7: Format for Annual Turnover & Net Worth Detail	48

RFP for Selection of Social Media Management Agency for Food and Consumer Protection  
Department, Government of Bihar

8	Annexure 8: Format of Bank Guarantee for Earnest Money Deposit (EMD)	49
9	Annexure 9: Format for submission of CV of proposed resources	50-51
10	Annexure 10: Format for the declaration of non-blacklisting	52
11	Annexure 11: Format for Financial Bid <i>(To be provided with financial bid only, not to be attached with technical bid)</i>	53
12	Annexure 12: Format of Bank Guarantee for Performance Bank Guarantee (PBG)	54-55
13	Annexure 13: Format of Non-Disclosure Agreement (NDA)	56-58
14	Annexure 14: Format for Technical Presentation	59

### ABBREVIATIONS & DEFINITIONS

Applicable Law	The laws and any other instruments having force of law in India as they may be issued and in force from time to time
Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Department	Patna Head Office of Food & Consumer Protection Department, Government of Bihar
Bid / e-Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal, or quotation in electronic format.
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder / Agency / Firm / Supplier	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity.
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid.
CA	Chartered Accountant
Committee	Committee constituted by Department for evaluation of Technical Proposals
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement The Secretary, Department in this document.
Contract/ Procurement Contract	A contract entered between the procuring entity and a successful bidder concerning the subject matter of procurement.
Contract Price	Price payable to the firm/company selected by the Department under the Contract for the complete and proper performance of its contractual obligations
Day	A calendar day as per GoB/ GoI.
Effective date	The date on which the contract comes into force and effect
ESDM	Electronics System Design & Manufacturing
EMD	Earnest Money Deposit
GoB	Government of Bihar
GoI	Government of India
GST	Goods and Services Tax
INR	Indian Rupee
IT	Information Technology
LoI	Letter of Intent
O&M	Operation & Maintenance
Personnel	Professional and Support staff provided by the firm/ company and assigned to perform service to execute an assignment and any part thereof.
Proposals	Proposals submitted by bidders in response to the RFP issued by Department for selection of firm/company
RFP	Request for Proposal
Services	Work to be performed by the firm/company pursuant to the selection by Department and to the contract to be signed by the parties in pursuance of any specific

RFP for Selection of Social Media Management Agency for Food and Consumer Protection  
Department, Government of Bihar

	assignment awarded to them by Department.
WO	Work Order
Working Days	Working days is defined as working days as per Government of Bihar and working hours are defined as 09:30 hours till 18:00 hours IST

**Food & Consumer Protection Department**  
**GOVERNMENT OF BIHAR**

RFP No.: \_\_\_\_\_

Dated: \_\_\_\_\_

**SECTION: I**  
**DETAILED NOTICE INVITING TENDER**

1. Food & Consumer Protection Department, Government of Bihar, hereby invites Proposals from reputed, competent and professional firms/ organizations/ agencies, who meet the minimum eligibility criteria as specified in this bid document for the “**Selection of Social Media Agency under Food & Consumer Protection Department, Government of Bihar**”. The details of the scope of the work are described in Section – II of the RFP.
2. **OBJECTIVE OF THE CONTRACT:** The selection of a social media management for the Food & Consumer Protection Department is a strategic move aimed at enhancing the Department’s communication, engagement, and public relations. The chosen agency will play a crucial role in raising awareness, collecting feedback and strengthening citizen engagement w.r.t. various schemes, projects, programs, benefits, events, citizen-centric services/provisions and special drives of the department. By leveraging the expertise of a professional agency, Department aims to ensure effective dissemination of information, better stakeholder engagement, and improved monitoring and analysis of public feedback and trends. Ultimately, this initiative aims to strengthen the Department’s connection with public, thereby enhancing the overall success of Government’s schemes, projects and programs and boosting satisfaction rate of citizens.
3. **ADDRESS FOR CORRESPONDENCE**  
  
The Secretary,  
Food & Consumer Protection Department  
Old Secretariat  
Patna – 800015 (Bihar)  
  
For all purpose of this Tender the address for correspondence as mentioned above shall be the address to which all communications shall be sent by the bidder, unless the bidder has been notified a change by Department through a separate corrigendum.
4. Interested bidders are advised to study this RFP document carefully before submitting their proposals in response to the aforesaid notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, and conditions and implications.

5. Department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.
6. Interested bidder are advised to study the RFP carefully before submitting their proposal in response to the RFP through e-Procurement mode in <https://eproc2.bihar.gov.in>
7. The RFP documents and other details can be downloaded from the website <https://eproc2.bihar.gov.in> between prescribed dates and timings. A Non-refundable tender fee and tender processing fees along with applicable taxes and is to be paid through e-payment mode or other permissible options of the aforesaid website.
8. The duly completed tender in the manner prescribed shall be uploaded on <https://eproc2.bihar.gov.in> within the timeframe stipulated in this RFP. The technical bids up to shall be opened as per the dates/amended dates as specified in the RFP, in the presence of tenderers or their authorized representatives who may wish to be present.
9. The bid /offers shall remain valid for a minimum of 180 days from the date of submission of the Technical Bid. However, Department reserves the right to extend this period further at its discretion, which shall be binding on the bidder. Any bidder not keeping the offers open for the preceding period shall be summarily rejected and his EMD shall be forfeited.
10. If the date of opening of the tender is declared as holiday, the Tender will be opened on the next working date at the same time and venue.
11. The Earnest Money Deposit (EMD) of INR 2,00,000/- (INR Two Lakh only) is to be paid through e-payment mode (i.e., NEFT/RTGS/Credit Card/Debit Card) or can be paid through Bank Guarantee from a scheduled commercial bank in India in favor of "Food & Consumer Protection Department, Govt. of Bihar" payable at Patna".
12. The Earnest Money Deposit (EMD) would be refunded to the unsuccessful bidder on finalisation of the tender and shall carry no interest whatsoever.
13. Information provided in this RFP to the Bidder (s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

14. The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Department, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and Department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.
15. Incomplete proposals / proposals not conforming strictly in the manner prescribed / offer not submitted on prescribed Tender Form or late/ delayed tender shall not be considered and shall be summarily rejected.
16. Conditional Tenders will be summarily rejected and the EMD will be forfeited.
17. The offers submitted would be governed by all the terms and conditions as laid down in the prescribed Tender Form in addition to the terms and conditions indicated herein. There would be no post tender negotiations.
18. All Proposals / Bids should be addressed only via e-Procurement mode in website <https://eproc2.bihar.gov.in>
19. Department reserves the right to accept or reject any or all tenders without giving any reasons/notice whatsoever and is not bound to accept the lowest tender. Department also reserves the right to scrap the tender enquiry at any stage without assigning any reason and Department will not entertain or be liable for any claim for costs/ expenses and consequences incurred by the intending bidder.

The Secretary,  
Food & Consumer Protection Department  
Old Secretariat, Patna – 800015 (Bihar)

## 2. Preface:

- a) Food and Consumer Protection Department of Bihar State works towards food security to poor people and supply of food grains and other items at subsidized rate to the PHH and Antyodaya families. The department is responsible for:
  - Controlling price, black marketing and hoarding of essential commodities.
  - Controlling adulteration of Petrol and Diesel.
  - Ensuring proper distribution of Liquid Petroleum Gas (LPG). Departments.
- b) The VISION of Food and Consumer Protection Department of Bihar encourages the citizens to make informed decisions about their daily needs and things, be equitable and get consistent outcomes. The department facilitates to address each and every person grievances and difficulties. Key aim is to ensure food security for poor people, supply of food grains and other items at subsidized rates to the PHH and antyodaya families in Bihar state. The department looks after the fact that common people have easy access to the details about the distribution of food grains, Kerosene oil and LPG.
- c) Department is currently undertaking a slew of infrastructural and systemic reforms, aimed at easing the citizen experience and boosting the quality of services being offered to all the intended beneficiaries. These initiatives facilitate towards Ease of Living (EoL), and Department is undertaking several transformative steps to achieve these goals.

Therefore, the department desires to engage a credible professional agency to manage its online presence, specifically digital and social media related activities, for dissemination of information and creating mass awareness about the various schemes, projects, programs, services, initiatives, policies and online services (e.g., PDS Grievance redressal system, Ration Card status, AePDS, Consumer Dispute resolution etc). For this purpose, scope of work to be taken care of by the bidders has been broadly spelt out in Section II of this RFP. The bidder Firm/ Agency must have expertise in managing social media and related works as per requisite criteria stipulated in this RFP. The selected vendor/agency will bear the responsibility to provide all requisite reports to department on a weekly/fortnightly/monthly/quarterly and annual basis and also custom reports shall have to be delivered by them as and when required by department, adhering to the timelines specified by the department. The agency has to mandatorily maintain the backup, storage and maintenance with recovery mechanism of all social media platform of department, as per approved SOP/directions of the department.

Selecting a social media management agency for Department is a vital step towards enhancing its communication and public engagement efforts. By leveraging professional expertise, Department aims to:

- Effectively disseminate information about Department's ongoing and upcoming schemes, projects, programs, welfare initiatives, events, meetings, policies and announcements aimed at welfare and serving the citizens/residents of Bihar State as per applicable rules and regulations.

- Draft and create bulk messages in the form of mailers, flyers, electronic banners, digital videos, shorts, infomercials etc for release to public en masse via digital media channels.
- Promoting awareness campaigns through social media to highlight State's and Central Government schemes.
- Manage the reputation and handle crisis situations promptly on social media.
- Promptly monitor social media feedback, trends, and issues to provide actionable insights.
- Create and manage engaging content tailored to different social media platforms.
- Ensure regular updates and maintenance of Department's social media channels.
- Counter fake news/ false narratives/misleading campaigns through effective digital interventions as approved by department.
- Others work as and when required by Department.

**Overall, this initiative aims to:**

- Enhance department's engagement and connect with citizens
- Disseminate timely and relevant information and gain user traction
- Gauge citizen sentiment, conduct sentiment analysis through AI based tools and collect feedback via effective/efficient digital means as per department's directions; keeping operations inline with applicable rules/laws.
- Pro-actively reach out to citizens for better visibility of department's initiatives, schemes and beneficial campaigns.

### 3. Fact Sheet and Schedule of the Tender:

The tentative schedule and critical dates are shown below:

S. No	Information	Details
1.	RFP No. and Date	, Dated: dd/mm/yyyy
2.	Last date for submission of pre-bid queries for clarifications	dd/mm/yyyy till hh:mm AM/PM
3.	Pre-bid meeting	dd/mm/yyyy at hh:mm AM/PM  <b>Venue of pre-bid meeting:</b> Conference Hall, Food & Consumer Protection Deptt., Old Secretariat, Patna- 800015, Bihar
4.	Bid validity period	180 days from the last date (deadline) for submission of proposals.
5.	Bid Selection Method	The method of selection is: Least Cost Selection (L1). The Bidder shall be selected based on Least Cost Selection (L1). Only technically qualified would be considered for financial bid evaluation.

RFP for Selection of Social Media Management Agency for Food and Consumer Protection  
Department, Government of Bihar

S. No	Information	Details
6.	Non-Refundable Tender Processing Fee (TPF)	INR 3540/- only (all inclusive) (Rupees Three Thousand Five Hundred Forty only) payable online through e-payment mode (i.e., NEFT/RTGS/Credit Card/Debit Card)
7.	Non-Refundable Tender Fee (TF)	INR 10,000/- only (all inclusive) (Rupees Ten Thousand only) payable online through e-payment mode (i.e., NEFT/RTGS/Credit Card/Debit Card)
8.	Earnest Money Deposit (EMD/Bid Security)	INR 2,00,000/- only (INR Two Lakh only) to be paid through online mode in e-proc site or Bank Guarantee from a scheduled commercial bank in India in favor of "Food & Consumer Protection Department, Govt. of Bihar" payable at Patna.
9.	Last date (deadline) for submission of bids	dd/mm/yyyy till hh:mm AM/PM
10.	Opening of Technical Bids	dd/mm/yyyy at hh:mm AM/PM
11.	Presentation by Shortlisted Bidders	To be intimated later.
12.	Place, Time and Date of opening of financial bid	To be intimated later
13.	Bid Process Officer Details (for any queries or clarifications)	Shri/Ms/Mrs. _____, _____ Patna - 8000015, Bihar Email ID: _____
14.	Addressee and address at which any supporting/original bank guarantee etc. in response to RFP notice is to be submitted:	Shri/Ms/Mrs. _____, _____ Patna - 8000015, Bihar Email ID: _____
15.	Tender Issuing Authority	The Secretary Food & Consumer Protection Department Old Secretariat, Patna - 800015. Email Id: _____

#### 4. Clarification of Tender Document:

A prospective bidder requiring any clarification of the tender document may notify Department in writing along with a soft copy in excel format to the bid process officer via e-mail, before the date mentioned in under the 'schedule of the tender' section. The bid process officer will respond to any request for clarification of the tender document in the pre-bid queries, which will be held as per the schedule of the tender. The clarification shall

be asked as per the given format. Queries not adhering to this format will not be responded to.

Sr. No	Page No of the RFP Document	Section No of the RFP Document	Content of RFP requiring clarification(s)	Points of Clarification
1				
2				
3				
4				
5				

## 5. Procedure, Terms and Conditions:

The proposal has to be uploaded on two bid basis i.e. Technical Bid and Financial Bid. Submission of Proposals is to be done through electronic mode only.

1. It is the responsibility of the Bidder to ensure that the bids are uploaded on time on e-Procurement 2.0 platform at <https://eproc2.bihar.gov.in> on or before the prescribed date and time for submission of bids. A scanned copy of the remittance details of the Earnest Money Deposit needs to be uploaded at the e-Procurement Portal.
2. The Bidder must have the Class III Digital Signature Certificate (DSC) and e-Tendering user-id of the e-Procurement website before participating in the e-tendering process. The Bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id, they have to get registered themselves on e-procurement website <https://eproc2.bihar.gov.in> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement 2.0 platform.
3. The Bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement 2.0 website. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement 2.0 web site. The Bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The Bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
4. All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the Bidder will be rejected.
5. Tender Processing Fee (TPF) to be paid through e-Payment mode (i.e., NEFT / RTGS, Net Banking, Credit / Debit Card) only.

6. “Earnest Money Deposit (EMD) can be paid either through online mode or manual mode (BG). In case of manual mode of payment of EMD, the original hardcopy of the EMD i.e., BG that should be submitted in the tendering authority office within the next working day after tender closing date.”
7. The tender opening will be done online only.
8. Any corrigendum will be given on the e-Procurement website only.
9. Department reserves the right to amend the RFP and tentative schedule. It is the sole responsibility of prospective bidder to go through the e-Procurement Portal from time to time for any updated information.
10. All the bids shall remain valid for 180 days from the last date of submission of bids.
11. The bid shall be submitted only as single entity firm. Consortium or sub-letting shall not be allowed for the project. The bidder shall not Sub-Contract the scope of work other than wherever specifically mentioned.
12. Department reserves the right to solicit clarification or additional information from bidders. Additional information may include, but is not limited to, past performance records, list of available items of work etc.
13. Department reserves the right to accept the whole, or part or reject any or all bids without assigning any reasons.
14. Department also reserves the right to negotiate with the L-1 bidder in the interest of the Department. Only technical qualified bidders will be eligible to participate in the financial bid. The financial bid evaluation will not assign any weightage to the technical scores. The contract will be awarded based on the L-1 criterion, where the lowest financial bid will be selected.
15. Department reserves the right not to accept bid(s) from agency/firm/company (ies) resorting to unethical practices or on whom investigation / enquiry proceedings have been initiated by Government Investigating Agency / Vigilance Cell.
16. All the information contained in the proposal, or provided in subsequent discussions or disclosures is proprietary and confidential. No information may be shared by the bidder with any other agency / organizations / firms / company / persons.
17. The Agency selected is not supposed to use its name, logo or any other information / publicity on content published on any social media platforms of Department.
18. The Agency must maintain uniformity in the uploading of the content on all social media platforms of Department and application. Any content which is replaced, renewed, or removed from any social media platform shall be simultaneously modified on the other platforms and applications instantly.
19. All the material, art-work used in management of Social Media Network will be property of Department. All the content shared online must be posted only after approval by the department.
20. All the content – physical as well as digital – will be the property of Department and its Intellectual Property Rights (IPR) will vest with Department.

21. The timeline / schedule of deliverables will be decided as and when the requirement / task activities arise. Bidder should complete the assigned job / activities as and when asked by Department / concerned officer(s) of Department.

22. For support related to e-tendering process, Bidders may contact at mentioned below:

**Toll Free No.** 1800 572 6571,

**Email Id:** - eproc2support@bihar.gov.in

**Help Desk Address:** RJ Complex, 2nd Floor, Opposite Vidyapeeth Institute, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar.

**Working Hours:** 8AM to 7PM (All days in week except Sunday and few selected State holidays)

**Note:** "Bids along with necessary online payments must be submitted through e-Procurement portal <https://eproc2.bihar.gov.in> before the date and time specified in the NIT/RFP. Department/Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

## 6. Pre-Qualification Criteria:

The Bidders shall fulfill the following eligibility conditions for participating in the bidding process. The Bidders should enclose documentary evidence for fulfilling the eligibility conditions.

S. No.	Requirement	Eligibility Criteria	Documents Required
1.	Legal Entity	<p>The Bidder shall be:</p> <p>(a) A company incorporated in India under the Companies Act, 1956/ 2013, and subsequent amendments thereto, or a partnership registered under the India Partnership Act, 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act, 2008,</p> <p>(b) Registered with the tax (GST) Authorities.</p> <p>(c) Should have operated in India for a minimum period of 3 years in the field of social media management.</p>	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation from Registrar of Companies/Partnership Deed/ (as applicable) duly signed and stamped by Authorized Signatory.</li> <li>• Copy of GST registration certificate / company PAN Card duly signed and stamped by Authorized Signatory.</li> <li>• Memorandum of Association / Articles of Association.</li> </ul>
2.	Average Annual Turnover of last 3	The bidder should have an average annual turnover of INR $\geq$ 2 Crores for each of the last 3 financial years (i.e., 2022-23, 2023-24 and 2024-25)	Balance Sheets and CA Certificate with CA's Registration Number/ Seal and

**RFP for Selection of Social Media Management Agency for Food and Consumer Protection  
Department, Government of Bihar**

<b>S. No.</b>	<b>Requirement</b>	<b>Eligibility Criteria</b>	<b>Documents Required</b>
	financial years		UDIN no.; clearly mentioning turnover from social media management business.
3.	Net-worth	The bidder must have positive net worth in each of the last three financial years (i.e., 2022-23, 2023-24 and 2024-25).	Duly signed balance sheet or net-worth certificate from Statutory Auditor/CA (with CA's Registration Number/ Seal) and UDIN.
4.	Relevant Work Experience	The bidder should have at least 3 work orders of minimum value of 50 lakhs each in the last 3 financial years (2022-23, 2023-24 and 2024-25) in the field of social media management for Central Government /State Government /PSUs customers	<ul style="list-style-type: none"> <li>• For completed orders, attach a Copy of Work Order / Contract/LoI along with work completion certificate (with clear details around scope of work and value of the project).</li> <li>• For ongoing orders, attach a Copy of Work Order / Contract/ LoI along with CA certificate showing total revenue earned from the project, as on bid submission date.</li> </ul>
5.	Technical Resource	The Bidder must have on its payroll, a minimum of 20 fulltime skilled resources in the area of social media management, in India at the time of bid submission.	Certificate from HR Dept. on company letterhead to be submitted along with the technical proposal.
6.	Non-Blacklisted	The bidder should not be blacklisted/terminated/debarred by any State or Central Government or their agencies and should not have been found guilty of any criminal offence by any court of law.	Duly sworn Affidavit on stamp paper by the authorized signatory and notarised by notary public.
7.	Power of Attorney	Special power of attorney on a non-judicial stamp paper of appropriate value authorizing the representative of the bid to sign the bid against this RFP	Duly signed Power of Attorney in prescribed format.
8.	Full-fledged functional office/branch in Patna	<p>Bidder should have full-fledged functional office/branch having permanent staff for media analysis/ strategy creation /client service persons etc. and all required infrastructure including computers, laptops, printers, software, related peripherals/equipment/gadgets etc. in Patna.</p> <p style="text-align: center;">OR</p> <p>to be opened within 30 days from the date of issue of LOI.</p>	A self-declaration certificate/undertaking from the authorized signatory, along with proof of existing office in Patna, or an undertaking to open office within 30 days of LoI issuance (as the case maybe).

## 7. Preparation of Bid:

All the bidders are requested to follow the instructions given below while uploading the bids. Proposals should be uploaded on two bid basis – separate technical and financial bids on e-Procurement Portal i.e. on <https://eproc2.bihar.gov.in>

## 8. Evaluation Methodology: Technical and Financial Bid

The Bid evaluation process shall be a two-stage process, Pre-qualification and technical qualification evaluation and, thereafter financial bid evaluation respectively. The bidder shall be considered for the next stage only if their bid found to be responsive and eligible during the evaluation of the first stage. Any bid not found to be responsive shall not be evaluated in the subsequent stage.

Department reserves the right to accept or reject any bid, and to annul the tender process and reject all bids 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 Department's action.

### **Following is the brief process of Bid evaluation:**

- i. The Bidder shall furnish the information required in the formats prescribed in the RFP. The Bidder will be evaluated against the pre-qualification criteria given as stipulated and the bids qualifying all the pre-qualification criteria will be eligible for next stage i.e., evaluation of Technical Qualification.
- ii. Department shall constitute a **Tender Evaluation Committee (TEC)** (also referred to as “**Evaluation Committee**”) to evaluate the proposals submitted by the bidders for a detailed scrutiny.
- iii. Tender Evaluation Committee shall evaluate and compare the technical bids that has been determined to be substantially responsive and shall review the Technical Proposal along with Eligibility Criteria.
- iv. 15-minute time slot will provide to each bidder to present their Technical Presentation which shall include understanding of the Department requirement, relevant experience and, proposed solution for the project.
- v. The technical score of all the bidders would be calculated as per the criteria mentioned in RFP. All the bidders who will achieve 70 or more marks in the technical evaluation would be eligible for the next stage, i.e.,

Financial Bid opening as per the RFP terms. Department reserves the right to reject any or all the bids without assigning any reason, whatsoever.

- vi. The successful bidder will be selected on least cost method (L1).

### 8 (a). Technical Evaluation Criteria:

The Technical Proposal should be submitted only through the e-Procurement Portal at <https://eproc2.bihar.gov.in>. Failing to submit the same or non-compliance / deviation from any bid terms and conditions or eligibility criteria may result in rejection of the bid,

Technical Proposal of only those bidders will be evaluated who qualify in Pre-qualification criteria. An evaluation committee shall evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, Department may, at its discretion, ask the bidders for clarification of their Technical Proposals.

The Bidder will have to upload the following scanned copy (supporting documents) of the bid documents duly signed (all pages) by the authorized signatory as a part of the technical bid, complying terms and conditions of bid along with the documents in accordance with this RFP/NIT cum Bidding Document. Only those proposals meeting the pre-qualification criteria will be evaluated as mentioned below:

Sr.No	Criteria	Documentary Evidence	Marks to be Awarded	Max. Marks
<b>A</b>	<b>Organizational Strength &amp; Project Experience</b>			<b>75</b>
1	Average Turnover in last 3 FY years (i.e., 2022-23, 2023-24 and 2024-25) from the business of social media management.	Balance Sheets and CA Certificate with CA's Registration Number/ Seal and UDIN no.; clearly mentioning turnover from social media management business.	≥ ₹2 Cr. to ₹ 4 Cr = <b>15 marks</b> > ₹ 4 Cr to ₹ 8 Cr = <b>18 marks</b> More than ₹ 8 Cr = <b>20 marks</b>	20
2	Experience of executing projects in social media management (covering designing/ production of creative/ commercials for various digital media including (audio, video, social media, advertising, internet marketing, digital publishing, photos, holograms, databases, blogs etc.) for Central Govt./ State Govt. / Central PSU / State PSU (minimum project value of INR 50 lakhs each in last 3 years)	<ul style="list-style-type: none"> <li>For completed orders, attach a Copy of Work Order /Contract/ LoI along with work completion certificate (with clear details around scope of work and value of the project).</li> <li>For ongoing orders, attach a Copy of Work Order / Contract/ LoI along with CA certificate</li> </ul>	Aggregate value of projects between ₹ 1.5 Cr and less than ₹ 5 Cr: <b>15 marks</b>  Aggregate value of projects between ₹ 5 Cr and less than ₹ 10 Cr: <b>18 marks</b>  Aggregate value of	20

RFP for Selection of Social Media Management Agency for Food and Consumer Protection  
Department, Government of Bihar

		showing total revenue earned from the project, as on bid submission date.	projects greater than ₹ 10 Cr: <b>20 marks</b>	
3	Experience in assisting Central Govt./ State Govt. / Central PSU / State PSU in Social Media promotion / digital promotion activity (in last 5 years)	Work Order/ Contract/LoI along with client issued certificate of completion along with self-declaration for each project.	<u>Timely completed projects:</u> 1 to 3 projects = <b>15 marks</b> 7 – 10 projects = <b>18 marks</b> > 10 projects = <b>20 marks</b>	20
4	Number of manpower available (In company's pay role engaged in the social media management activities)	Certificate by HR Head, verified by Authorized Signatory, showing no. of employees working on social media management projects	≥ 20 – 25 employees = <b>9 marks</b> 26 – 30 employees = <b>12 marks</b> More than 30 employees = <b>15 marks</b>	15
<b>B</b>	<b>TECHNICAL PRESENTATION</b>			<b>Maximum marks</b>
1	Technical Presentation would comprise of following: (Must be given by the Team Leader cum Social Media expert proposed for the assignment)			25
	Understanding Scope of Work & Requirement of Department: 10 marks			
	Demonstration of past work / services / Government Recognition: 10 marks			
	Tools Proposed to be use for Social Media Management: 5 marks			
	<b>TOTAL</b>			<b>100</b>

**Note:**

- a. Financial Proposal of only those bidders will be opened who secure 70 marks as per the above evaluation criteria.
- b. Bidders are advised to strictly adhere to the communicated schedule for the presentation. Failure to attend the technical presentation will result in disqualification, and no further requests for rescheduling will be entertained.

**8 (b). Financial Bid Evaluation:**

- The Financial Bids of only technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
- The bid price will include all taxes and levies and shall be in INR (Indian Rupees) and mentioned separately.

- Any conditional bid would be rejected.
- 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”.
- If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

The Contract will be awarded on Least Cost Selection (L1). The bidder quoting the lowest value (inclusive of all taxes) will be awarded the project. In case, there is a tie on the quoted financial bid amount between two or more bidders, the contract will be awarded to the bidder scoring higher Technical Qualification marks.

**Note:**

- i. Financial Bid is to be submitted in the prescribed .xls format i.e., BoQ uploaded along with the RFP.
- ii. All the costs, expenses and tax liabilities associated with the assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumptions and shall be final and binding. In case any assumptions or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- iii. It is further clarified that in no case the agency so appointed, will be entitled to payment beyond the fee quoted in the financial bid.
- iv. Discounts (if any), are to be included and adjusted within the quoted price and not to be mentioned separately anywhere in the bid.

## 9. Award Criteria:

Identification of bidder with lowest financial bid (L1) will be determined as per the criteria below:

- i. The Bidder, who has submitted the lowest Financial Bid (as per the format provided in this RFP document) shall be determined L1 bidder as per the criteria for evaluation process outlined above.
- ii. Similarly, bidders quoting second and third lowest financial bid will be determined as L2 and L3 bidders.
- iii. If L1 bidder fails to accept the financial quote along with the terms and conditions, the eligibility of such a bidder will be Null & Void and EMD of that bidder will be forfeited. In such a scenario, the L2 bidder

(if interested to match their rates with L1) will be declared as the Lowest bidder and a price confirmation from that bidder may be sought.

### **9 (a). Right to Accept Any Proposal and To Reject Any or All Proposal(s):**

Department reserves the right to accept or reject any proposal, and to annul the tender 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 Department action.

### **10. Notification of Award:**

Prior to the expiration of the validity period, Department will notify the successful bidder in writing by email/ post, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, Department may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidders furnishing of Performance Bank Guarantee, Department will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract. Contract / Agreement format may change / modify as per the requirements of Department.

### **11. Security Deposit / Performance Bank Guarantee:**

The selected bidder shall be required to give Security Deposit (performance bank guarantee) of an amount equivalent to 5% of the order value within 15 days of issuance of LoI/ work order as required in this RFP.

### **12. Signing of Contract:**

After Department notifies the successful bidder that its proposal has been accepted, Department shall enter into a contract, incorporating all clauses, pre-bid clarifications etc.

All the documents of the bid shall be typed in English language and shall be signed by the bidder, or a person duly authorized to sign the bid & contract. The person signing the bid shall initial all pages of the bid.

### **13. Failure to Agree with the Terms and Conditions of the RFP / Contract:**

Failure of the successful bidder to agree with the terms and conditions of the RFP/ Contract shall constitute sufficient grounds for the annulment of the bidder's proposal / award of the contract. In case of such an event, Department would reject the bidder's proposal and forfeit the EMD amount as specified in the RFP document.

In case of above, Department may award the contract to the next best value bidder or call for new proposals from the interested bidders. Decision of department in all such matters shall be final and binding.

#### **14. Applicable Law and Jurisdiction:**

This RFP, including all the matters connected with the RFP, shall be governed by the Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Hon'ble Patna Court, if required.

#### **15. Indemnification:**

- i. The bidder, shall at times indemnify and keep Department indemnified against all claims / damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this Contract.
- ii. Agency shall at all times indemnify and keep Department indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or caused by any action, omission or operation conducted by or on behalf of Agencies.
- iii. Agency shall at all times indemnify and keep Department indemnified against any and all claims by employees, workman, supplier, agent(s) employed engaged or otherwise working for Agency, in respect of their wages, salaries, remuneration, compensation or the hike.
- iv. All claims regarding indemnity shall survive the termination or expiry of the contract.

#### **16. Force Majeure:**

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

For purposes of this clause "Force Majeure" means an event beyond the control of the agency and not involving the agency fault or negligence and which was not foreseeable. Such events may include act of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions. The decision of the Department regarding Force Majeure shall be final and binding on the agency.

If a Force Majeure situation arises, the agency shall promptly notify to the Department, in writing, of such conditions and the cause thereof, within 5 working days of occurrence of such force majeure situation(s). Unless otherwise directed by the Department, in writing, the agency shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **17. Failure and Termination Clause:**

Manpower, time, date of delivery and period of execution shall be the essence of the contract. If the selected bidder fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, Department may without prejudice to any other right or remedy available to the agency recover damages for breach of the contract as under:

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

## **18. Intellectual Property Rights and Copyright:**

The exclusive IPR in respect of all the process diagrams, media, content, digital assets, configuration files/data, software, applications, scripts and components, developed in pursuance of this Project, shall vest with Department, immediately on their creation. Following conditions apply:

- Ownership and Title: Title to all the enhancements, point updates and documentation, including ownership rights to patents, copyrights, trademarks, and trade secrets therein shall be the exclusive property of Department.
- All the deliverables submitted by firm/company/agency under the contract will be the exclusive property of Department.
- The full copyright of all creative and publicity material produced would rest with Department for perpetual use. This would include full copyright of images/contents/videos etc. used in the creative and publicity material through any medium.

## **19. Exit Management:**

- i. This clause sets out the provisions which will apply upon completion of the contract period or upon termination of the agreement for any reasons. The Parties shall ensure that their respective associated entities, in case of Department, any third party appointed by the Department and in case of the selected social media Agency, carry out their respective obligations set out in this Exit Management Clause. Exit Management criteria will be a part of Master Service Agreement with detailed information about exit criteria and exit management plan.
- ii. The exit management period starts, in case of expiry of contract, or on the date when the contract comes to an end or in case of termination of contract, or on the date when the notice of termination is sent to the Selected Agency. The exit management period ends on the date agreed upon by Department.
- iii. The Selected Agency shall pay all transfer costs and stamp duty applicable on transfer of project assets except in case the Project is being terminated due to

default of Department, where Department shall be responsible for transfer costs and stamp duty, if any. For clarification of doubt, transfer costs in this Clause relate to taxes and duties applicable due to transfer of the project assets, if any. At the beginning of the exit management period, the Selected Agency shall ensure that:

- a. All Project Assets including the script/software, digital assets, creatives, source code files, digital materials, documentation and any other intellectual property shall have been renewed and cured of all defects and deficiencies as necessary so that the project is compliant with the Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the contract period ;
- b. The Selected Agency delivers relevant records and reports pertaining to the social media projects and its reports, concepts notes, strategy documents and plan documents including all manuals pertaining thereto and complete as on the stipulated Date ;
- c. On request by Department, the selected agency shall effect such assignments or service provision agreement between selected agency, in favor of Department if it is required by Department and is reasonably necessary for the continuation of services by Department;
- d. The selected agency shall comply with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the social media free from all encumbrances absolutely and free of any charge or tax to Department or its nominee.
- e. The selected agency shall provide all types of handholding support and knowledge transfer (KT) to newly inducted team/personnel of department, as per directions given by the department.

**During the Exit Management Period:**

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

**20. General Terms & Conditions:**

Apart from the above, each bidder is required to fulfill the following terms and conditions:

**a) Earnest Money Deposit:**

Proposal should necessarily be accompanied by an Earnest Money Deposit (EMD) for an amount of INR 2,00,000/- (INR Two Lakh only) to be paid through online mode in e-proc site or Bank Guarantee from a scheduled commercial bank in India in favor of "Department of Information Technology, Govt. of Bihar" payable at Patna and proof of the same to be shared along with the RFP. EMD shall remain valid for a period of 6 Months. Proposals without EMD are liable to be rejected. No interest shall be payable by Department for the sum deposited as Earnest Money Deposit.

The EMD shall be forfeited by Department in the following events:

- i. If RFP is withdrawn during the validity period or any extension agreed by the bidder thereof.
- ii. If a Bidder submits a Non-Responsive Proposal or if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- iii. If the Proposal is varied or modified in a manner not acceptable to Department after opening of Proposal during the validity period or any extension thereof.
- iv. If the bidder tries to influence the evaluation process.
- v. The EMD of the unsuccessful bidder would be returned after finalization of the proposal received against the RFP.
- vi. No interest, whatsoever will be paid by department on the EMD deposit.

**b) Performance Security Deposit / Performance Bank Guarantee (PBG):**

The Bidder whose tender/bid is accepted, shall be required to give Security Deposit (performance bank guarantee) of an amount equivalent to 5% of the contract value within 10 days of issuance of LoI/ work order. This Security Deposit/PBG will be in the form of Bank Guarantee (BG) of any scheduled commercial Bank drawn in the name of "Food & Consumer Protection Department, Government of Bihar", and shall have to be valid until a period of 90 days after the duration of project contract.

- i. Department will have the right to invoke the PBG if the selected bidder defaults or deemed to have defaulted or in the case of non-compliance contract terms and the contract with such selected vendor will be cancelled and vendor may be debarred/blacklisted by the department.
- ii. The PBG/performance Security Deposit should remain valid for an additional period of 90 (ninety) days beyond the period of Empanelment (i.e., two years and ninety days).
- iii. In the event wherein the Order/contract is extended by Department beyond two years, the selected firm/agency/company/organization shall ensure submission of a

fresh Security Deposit/PBG within 15 days of issuance of letter for extension of Order/contract by Department.

- iv. The Validity of this Security Deposit shall be for an additional period of 90 (ninety) days beyond the period of extension of contract.
- v. Performance Bank Guarantee would be returned only after successful completion of the work assigned and after adjusting / recovering any dues recoverable / payable from / by the selected firm/agency/company/organization on any account under this contract.

**c) Period of Contract and Extension:**

The contract will be initially for a period of Two (2) years “the Term”, subject to the satisfaction of Department. If performance is considered satisfactory by Department, it may be extended for further period of one year at mutually agreed terms and conditions. There may be a maximum of two such extensions as per terms and conditions as approved by the department.

**d) Prices:**

The bidder is required to quote the total annual price for services as detailed (breakup of manpower, services etc.) in the scope of work and deliverables under Section – II of the RFP document. The total price quoted shall be inclusive of all taxes and applicable charges. The bidder has to ensure that the total price quoted are all inclusive, including the manpower support required for the project execution and continuous support etc. during the entire contract period of two years. No increase in the prices would be allowed during the contract period.

**e) Amendment of the Tender Document:**

At any time before the submission of bids, Department, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the <https://eproc2.bihar.gov.in> through a corrigendum and this shall form an integral part of the RFP. The relevant clauses of the RFP document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Department shall not be responsible for failure to get/download the amendments. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Department may, at its own discretion, extend the deadline for the submission of bids.

**f) Conflict of Interest:**

Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Bidder under any of the circumstances set forth below:

- i) **Conflicting Assignment/job:** A bidder or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same employer.
- ii) **Conflicting Relationships:** A bidder that has a business or family relationship with a member of the Department's staff who is directly or indirectly involved in any part of
  - the preparation of the Terms of Reference of the Assignment/job,
  - the selection process for such Assignment/job, or
  - supervision of the contract

may not be awarded a contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to Department.

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Department, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its contract.

#### **g) Fraud and Corrupt Practices:**

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

- "Corrupt practice," means the offering, giving, receiving, or soliciting of anything of value to influence the action of Department or any personnel of firm/company(s) in contract executions.
- "Fraudulent practice" means a miss-presentation of facts, in order to influence a procurement process or the execution of a contract, to Department, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive Department of the benefits of free and open competition.
- "Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work.
- "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- Will reject a proposal for award, if it determines that the bidder recommended for award, has been determined by Department to having been and engaged in corrupt, fraudulent of unfair trade practices.
- Will declare a Firm/company ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it any time determines that the Firm/company has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the contract.

#### **h) Compliance with Applicable Rules & Regulations and Payment of Wages/Salaries**

RFP for Selection of Social Media Management Agency for Food and Consumer Protection  
Department, Government of Bihar

- i. The selected bidder shall ensure compliance with all applicable rules/regulations/Acts and statute as may be amended from time to time, at its own cost; including but not limited to ESIC, EPFO, Wages/Salaries, Employee benefits, work conditions and employee welfare related rules/Acts.
- ii. The selected bidder shall make timely payments of salaries and wages to manpower resources deployed on department's project; in any case no later than the 7<sup>th</sup> date of next month; without waiting for the release of bidder's payment/dues from the department.
- iii. The selected bidder shall furnish to department, all necessary proof of payments made towards ESI/EPF etc as and when required by department.

## Section II

### SCOPE OF WORK AND DELIVERABLES

#### 1. Introduction:

The Social Media Management Agency will be responsible for managing and enhancing the Department's online presence across various social media platforms and create awareness, through direct and indirect engagement along with below key objectives:

- i. Effectively disseminate information about Department's schemes, services, projects, programs, public service benefits/provisions and special drives/campaigns/initiatives etc.
- ii. Strengthen Department's online reputation/Good governance brand and connect with citizens by enhancing communication with citizens via digital outreach with top quality creatives developed using ideas and inputs from stakeholders authorised by department.
- iii. Promoting awareness campaigns through social media to highlight State's and Central Government schemes.
- iv. Manage the reputation and handle crisis situations promptly on social media.
- v. Promptly monitor social media feedback, trends, and issues to provide actionable insights. Gather feedback via polls, surveys etc and prepare reports, dashboards, interactive graphics and compile actionable insights and present to department as and when required.
- vi. Create and manage engaging content tailored to different social media platforms.
- vii. Ensure regular updates and maintenance of Department 's social media presence and expand the same to newer channels/avenues as and when directed by department. Presently department envisions to establish a robust and effective presence on X (formerly twitter), Facebook, YouTube, Instagram, Google, Bing, WhatsApp Community and other emerging social media platforms. This list will be augmented by department and it will be within the scope of bidder to prepare/maintain and operate effective digital media strategies and contents for all such channels to which the department may like to subscribe in future.
- viii. Aggressive digital promotion through all social media handles/websites through updated and maintained quality content as per current marketing needs and practices.
- ix. Increase awareness about policies, initiatives, related activities, and events and ensure active participation of stakeholders in terms of responses.
- x. Coverage of department's meets and events in Patna and other locations outside Patna. The department will make reimbursement of reasonable travel/lodging expenses as per rules/regulations to the personnel of vendor, who are authorised and instructed to undertake such travels outside Patna, when required. All such out of pocket (OPE) expenses shall be on actual basis, subject to applicables laws/rules/regulations of Govt. of Bihar.
- xi. Others work as and when required by Department.

**Note:** All the required tools, manpower resources and other requirements such as, gadgets, equipment(s), software(s), laptop(s), camera(s), video-camera(s), drone(s), creative content, licenses, subscriptions, editor tools etc. will have to be arranged by the selected agency only; through proper license to use for commercial purposes.

## 2. Indicative list of activities for to be undertaken/scope of work:

The indicative list of activities to be undertaken would include the following but not limited to:

- i. Study and Analyse the scope, nature and desired impact of various schemes/ projects/ programs being run by the department.
- ii. Design a communication strategy plan that builds on the strategic priorities of the schemes of GoI and GoB undertaken by Department.
- iii. Conceptualize and develop media and promotional strategy and suggest tools to execute the same.
- iv. Re-design and strengthen the social media profile of Department.
- v. Create a strong voice with influencers to endorse the projects/initiatives undertaken by Department.
- vi. Perform data analytics, design and development of MIS reports and dashboards.
- vii. Manage social media relations and network of channels and improving their interactions with the public,
- viii. Increasing citizen subscriptions, likes and shares in a measurable and time-bound manner.
- ix. Popularize chosen initiatives / projects of undertaken by Department.
- x. Creation and maintenance of Department's social accounts / handles/ channels on X (formerly twitter), Facebook, YouTube, Instagram, Bing, Google, WhatsApp Community and other emerging social media platforms.
- xi. Creation of content (both original text and original visuals including static graphics and animations) and posting on relevant blog spots and forums wherein the participation of targeted audience can is anticipated.

### 2 (a). Social Media Strategy Development

- a. Conduct initial assessment of the current social media presence and digital footprint of Department , Government of Bihar, to understand Department's goal, objective, and target audience. Successful bidder should also refer to the relevant trends and leading practices.
- a. Develop a clear social media strategy and goals aligned with departmental objective and target demographics. Selected bidder should also determine the content themes, messaging, and tone of voice for the department.
- b. Monitor, track, and analyze relevant news media reports.
- c. Enhancing followers'/impressions/ views on Facebook/ X (formerly Twitter) /Google /Instagram/YouTube and other similar platforms. A broad estimation of number of minimum creative expected (subject to numbers of unique event per month) to be developed by the agency is provided below as a reference:  
Facebook : > 60 posts / month  
X : > 60 posts / month  
Google/Bing : > 60 posts / month  
Instagram : > 60 posts/ month  
YouTube : > 1 posts per week (Cumulative as 4 posts / month)  
WhatsApp Community: > 60 posts / month  
Event coverage : 12 / year (depends upon the requirement)
- e. Initiating Department's presence on newer platforms and relevant channels.

- f. Develop key communicate, content (text/audio/visual), messages, communication plans, creative concepts, and briefs for dissemination across social media platforms.
- g. Review, analyze, and provide feedback on campaigns/ events, as required, to determine if activities are having the desired outcome.
- h. Conducting AI based sentiment analysis w.r.t. posts, keywords and messages being released by department. Analysing citizen sentiment across time, topic-wise and across geographical areas.

## **2 (b). Define Communication Strategy:**

- a. Prepare and support the execution of a proactive communication strategy for the Department, based on long-term, short-term and immediate objectives.
- b. Identify outreach/communication activities to help in increasing the outreach and spread awareness by use of digital media about the Programs, policies, and activities, etc. of the Department.

## **2 (c). Social Media Platform Creation & Management:**

- a. Creation and Management/Administration of Official accounts/pages of the Department X (formerly Twitter), Facebook, YouTube, Bing, Instagram, Google and other social media platforms that may be required or may emerge in the future. The Successful Bidder shall create and/or subsequently maintain a Social Media Platform for Department including but not limited to, Facebook, X (formerly Twitter), YouTube Channel, Google, Bing, Instagram and WhatsApp Community.
- b. Developing e-books, brochures, catalogues, interactive (database driven) forms, mailers and e-periodicals as specified by the Department.
- c. Re-design: Give all Social Media Platforms a new, professional and aesthetically appealing look and feel as directed by the Department by putting up new creative features, theme lines, links, graphics, text and animations/videos etc.
- d. Press Releases: Prepare, get approved and publish online press releases of the Department on regular basis.
- e. Engage with users: Regularly organize online surveys, quizzes, and contests on all platforms in consultation with the Department.
- f. Publicity: Promote seminars, National & International events, meets, public campaigns and workshops related to the department, using the social media platforms.
- g. Tagging: Create relevant tagging & linkages of content on all platforms.
- h. Live Coverage of the Event: Perform live coverage of events through Live Tweeting, Facebook Live, and Youtube Live in addition to Webcasting (along with archival recordings) of the Event at various social media platforms of the Department.
- i. Provide, update and execute a credible contingency plan to effectively handle crisis and emergencies.
- j. Any other works entrusted by the Department.

## 2 (d). Content Development and Management:

Successful Bidder shall also be responsible for content creation and management of all interactive platforms, website/portal shared from time to time along with the translation of related content from English to Hindi or vice versa as per the requirement of the Department.

Content creation for the Department:

- a. Social Media platforms.
- b. Blogs/e-Magazine/e-books.
- c. Graphs/Charts and Interactive infographics
- d. Drives/ Special initiatives, campaigns, events.
- e. Content could include (but not limited to):
  - i. Government IT initiatives and digital services.
  - ii. Announcements, updates and news.
  - iii. Infographics, videos and case studies
  - iv. Public service announcements
  - v. Interactive content such as polls, quizzes etc.
- f. Assist in identifying communication opportunities (within and outside of the Government) and help in designing a strategic communication plan.
- g. Ensure consistency in design with relevant Government's guidelines.

Department may provide certain guidance on Press notes to help the successful bidder in creating the correct content; if it so deems fit.

## 2 (e). Creative Designing:

- a. Creative content generation, recreating or converting the content to digital formats as required by department. The content may be of various forms such as text, graphics, cartoons, smart art, animations, storyboards, videos etc. designed on Department's projects, initiatives and policies, etc. the selected vendor will also be responsible for converting content from one form to another, e.g., from text to animation or video to text etc.
- b. Repackaging of the content (videos and photographs) into suitable formats (audio/visual packages and others)
- c. Uploading of approved creative content on various social media platforms as directed by department.
- d. The above is to be done without any infringement of Intellectual Property Rights (IPR). The selected bidder shall ensure that all content created is 100% original and no trademarks, IPR or copyrights are violated and no content is based on plagiarism, anywhere at any time during the service of contract. If any IPR infringement or plagiarism is observed then it will constitute an event of default on part of the selected bidder and actions shall be initiated accordingly.
- e. Top quality writing skills(both Hindi and English) to be ensured in all assignments and activities.

## 2 (f). Storage of content:

- a. Safe and secure storage of raw footages /content and processed content (video packages) etc. for the purpose of archive in digital formats.
- b. Availability of archive content should be for at least 180 days.
- c. The Agency will submit the archived content to Department within specified time in three copies of pen drive/ Compact Disc(CD)/DVD.
- d. Creative/Photos Bank – Creative/ Photos with cataloguing needs to be developed consisting of at least 500+ relevant creatives / photos of high quality and high-resolution aesthetic work of relevant activities and events.

## 2 (g). Pre and Post establishment support:

- a. Any kind of set-up or infrastructure related support to ensure smooth functioning of hardware equipment / content development/review/proof-reading/ social media management will be responsibility of selected bidder.
- b. During emergencies or unforeseen exigencies, the agency should be able to provide technical & operational support to department on 24x7 basis, as and when required.

## 2 (h). Miscellaneous Work:

- a. Successful bidders shall be responsible for managing the online reputation and ensure accurate and prompt response to any online complaint or negative feedback, as directed by department.
- b. Successful bidders should plan, execute, and manage paid social media ad campaigns. Monitor performance and optimize campaigns to ensure maximum reach and effectiveness. Third-party promotional costs will be borne by department, as per applicable rules/regulations and subject to budget provisions.
- c. Successful bidder should provide weekly/fortnightly/monthly performance reports on social media performance, **citizen engagement metrics (likes, shares, re-posts, followers etc)**, responses to campaigns, audience demography, and conversion rate (where applicable). Make recommendations for improvements and adjust strategy based on data-driven insights. And AI based sentiment/feedback analysis at micro and macro levels by performing analytics and AI/ML techniques on citizen response data.
- d. Track key metrics like reach, engagement, clicks, and conversions using social media analytics tools (e.g., Facebook Insights, X Analytics, Google Analytics, etc.). Use insights from analytics to gauge the success of the content/campaigns and optimise/tweak engagement strategy and content quality accordingly.
- e. Develop a protocol for addressing social media crisis or emergencies, including misinformation or public dissatisfaction related to Department's services and ensure swift and appropriate responses in alignment with the department's policies.

- f. Collaborate with Department 's internal teams, and project management teams, as well as with Public Relations Department and other stakeholders to ensure the alignment of social media efforts with the department's overarching goals.
- g. The Successful Bidder shall have the responsibility of ensuring that all content featured/published based on this assignment is free of legal encumbrances including copyright/IPR/plagiarism etc issues. Department will not be responsible for any of the issues arising due to any such violations/malpractices and selected bidder may be blacklisted/debarred in addition to forfeiting of PBG and termination of contract.
- h. Data Security, information security, cybersecurity and Prevention of Frauds: The Successful Bidder shall undertake that all processes and standards and apply adequate technology measures to ensure data/information/cyber security of all contents/ processes and digital assets related to this project at all times. Such case and measures shall be in accordance with the applicable government statute/ laws/rules as notified and amended from time to time by the MeitY, GoI and Department of IT, GoB. The vendor will also make sure that the posts/content released on social media is free from all errors and bugs/virus/malicious artifacts at all times.
- i. All creatives, content, posts and digital assets created/drafted by the vendor will have to be in compliance with the Indian IT Act and other applicable Acts/Rules of Government.
- j. Compliance with social media Policy and Framework
  - The Successful Bidder shall ensure compliance with the social media Policy and Framework issued by the MeitY/GoI or any other policy defined by the Department of Information Technology from time to time.
  - Ensure all security measures for the prevention of hacking/ pilferage of all social media platforms.

### **3. Project Deliverables and Timeline:**

Time is of essence for the project and the selected vendor shall always perform accordingly, with utmost efficiency, professionalism and quality of work. The agency shall therefore fully abide by various time limits as prescribed for different assignments and the performance of the agency shall be judged as per the adherence to such quality and time parameters as laid down by department for the respective works on case-by-case basis. The selected bidder's firm/company should submit deliverables in hard/ soft copy (including editable soft copy, source code files); in formats and modes as directed by the Department.

RFP for Selection of Social Media Management Agency for Food and Consumer Protection  
Department, Government of Bihar

<b>Project Component</b>	<b>Actions</b>	<b>Timeline (Max Limit)</b> <i>(‘T’ is LoI issue date)</i>
Signing of contract after issue of LoI	Submission of Performance Bank Guarantee (PBG) and signing of contract	T+10 days
Deployment of Resources	Onsite Deployment of Resources at Department’s office in Patna, Bihar	T+ 15 days
Social Media & Branding Strategy	Successful submission of the strategy document as per vision and objectives of department	T + 20 days
Creation of a centralized/core theme along with tagline for branding promotion/outreach campaigns.	Provide minimum 5 sets each of flyers/posters, animations and taglines/text.	T + 20 days
Takeover and/ or create handles for Department on Social Media sites – Facebook, X, Instagram, YouTube, Bing, Google, WhatsApp Community and setup landing pages on each platform.	Development, testing and activation and launch of all channel homepages, making them available on mentioned social media platforms desired by department	T + 22 days
Social Media Engagement Plan and Social Media Strategy with time-table and milestones	Successful submission of the plan & strategy document as per scope of work	T + 22 days. Thereafter, optimise the same every quarter, as directed.
Digital Communication Strategy/ SOP	Successful submission of the strategy document as per scope of work	T + 25 days
Release of content/media	Media Release Document (in English and Hindi)	Same day when directed.  To be shared with print media and uploaded on social media sites/handles/channels after due approval by department.
Event Proceeding Coverage	Coverage in terms of presentations/ audio/visuals and minutes	1- Same day: A brief proceeding with photographs to be uploaded on social media sites) 2- Detailed creatives, presentation, graphics and video/animation etc to be delivered

RFP for Selection of Social Media Management Agency for Food and Consumer Protection  
Department, Government of Bihar

		within 3 days of event and to be shared/circulated with media and stakeholders as directed.
Progress Reports (Weekly/ Fortnightly/ Monthly & Quarterly)	Media related Analytic Reports & Quarterly Progress Reports	Regular/periodical reports of work done should be submitted at end of each period in a format as approved by the department.

#T = Date of issue of LoI

#### 4. Manpower Eligibility & Minimum Qualification Criteria:

##### 4 (i). Deployment of Team:

The successful bidder shall be responsible for deployment of following set of resources within specified timelines under this RFP. The resources shall be conforming to minimum eligibility, experience & qualifications criteria as follows.

##### 4 (ii). Proposed Resources Competencies:

Sr. No.	Resource Title	Nos	Minimum Qualification	Required Work Experience & Skills
1	Team Leader cum Social Media Expert	1	Post-graduate in Journalism /Mass Communication or equivalent from a recognized Institute /University Or MBA /PGDM (Marketing /Communication) from a recognized Institute/University	<ul style="list-style-type: none"> <li>• Experience of more than 7 years.</li> <li>• Experience of managing social media platform.</li> <li>• Experience in real query tracking and query management.</li> <li>• Knowledge of managing traffic.</li> <li>• Ability to draft strategy for growth hacking, contests, crowdsourcing.</li> </ul>
2	Content Manager	1	Graduate / Postgraduate in Journalism/ Mass Communication /Advertising or equivalent from a recognized Institute/ university Or MBA/PGDM (Marketing/ Communications) from a recognized Institute /University	<ul style="list-style-type: none"> <li>• Experience of more than 3 years.</li> <li>• Experience in content writing, copywriting, script writing, story writing, for print, video, radio and online mediums.</li> <li>• Proven competency in writing and communication skills.</li> </ul>

RFP for Selection of Social Media Management Agency for Food and Consumer Protection  
Department, Government of Bihar

Sr. No.	Resource Title	Nos	Minimum Qualification	Required Work Experience & Skills
3	Multimedia Designer	1	Graduate / Postgraduate in Design /Fine Arts / Web Design / Photography from recognized Institute/ University  Or Graduate from a recognized Institute /University with a certification in Design / Fine Arts/ web Design / Photography	<ul style="list-style-type: none"> <li>• Experience of more than 3 years.</li> <li>• Experience in Graphic Design for promotional campaigns.</li> <li>• Knowledge of latest multi-media tools and techniques (including third-party tools).</li> <li>• Ability to design and create collateral for any medium.</li> </ul>
4.	Social Media Associate (Videography cum Photography)	1	Diploma in Videography /Photography or Equivalent from a recognized Institute / University	<ul style="list-style-type: none"> <li>• Experience of more than 2 years.</li> <li>• Experience in handling enormous Govt. events.</li> <li>• Knowledge of Social media platforms</li> <li>• Knowledge of Video/Photo editing software.</li> </ul>

**Note:**

- i) All proposed manpower shall be on payroll of the bidder. Outsourcing in any form is not allowed.
- ii) The bidder needs to submit CV of all proposed manpower, with supporting documents, degree/diploma/certifications etc, as required in the RFP.
- iii) Team Leader shall report to the nodal officer of department and the entire team of professionals deployed on the project will operate from department's office as per regular office working hours and they will dedicatedly work, fulltime on this project only.
- iv) The successful bidder is advised to deploy experienced & qualified resources for campaign planning, copy writing, Digital expert, creative experts, etc. and for entire scope of work under this RFP.
- v) If at any point of time, Department feels that performance of a particular resource is not up to the mark, the replacement will be demanded in writing and the selected agency will need to be replace such resource within 2 weeks. During such replacement, the incumbent shall be available for disposal of the task till the new resource comes on board.
- vi) In case of a resource being replaced, the selected agency will be responsible for complete handover/take-over of all assets, knowledge transfer (KT) and exit formalities as per provisions of this RFP and applicable guidelines/rules of government. It should be ensured by the agency that such outgoing resources do

- vii) replacement resource to ensure continuity of works and complete handover/takeover and KT.
- viii) The above-mentioned resource requirement is the minimum numbers and category of resources to be provided for the Term of the contract. It is up to the bidder to access the requirement and provide more resources if required, deploy additional resources without charging any extra costs. At all times, the agency shall have to ensure that the schedule and quality of delivered work does not suffer in any manner.
- ix) During the contract period, department may add more resources as per its requirement, on pro-rata basis, as per the contracted rates/charges.

## 5. Payment Terms:

Sr. No.	Criteria	Timeline
1	The fees/charges to selected vendor will be paid in the form of Quarterly Guaranteed Revenue (QGR) after successful completion of the respective quarter on submission of Invoice along with the requisite monthly and quarterly progress reports (MPR & QPR).	Payment will be made on a quarterly basis, subject to actual availability of resources and deduction of penalties (if any) during the quarter under question.

### **Note :**

- i) All the payment will be paid after penalty deduction (as applicable). The payment will be released to the agency on quarterly basis on receipt of invoice(s) along with all supporting documents and monthly and quarterly progress reports (MPR & QPR). Agency should submit quarterly bills with clear indication of month-wise achievements, attendance verified by department's officials as well as details of bill/invoice calculations
- ii) The next monthly/ quarterly plan of action also to be submitted with the invoice.
- iii) The agency has to submit the invoice copy in accordance with the Agreement terms and conditions. No advance payment will be made under any circumstances. All payments shall be made in Indian Rupees (INR) after deductions as per statutory requirement/penalties applicable.
- iv) The Agency has to submit monthly and quarterly progress reports against the scope of the work latest by the 10<sup>th</sup> date of next month, or else a penalty will be imposed on upcoming invoice payments.
- v) Performance of the agency will be reviewed periodically by Department; in case of any lapses / poor performance appropriate actions will be taken accordingly.
- vi) Department shall make the payment to bidder only after duly making the adjustments

against the penalties levied with respect to the SLAs. (If any applicable).

- vii) Department will make all efforts to release the due payable amounts within 45 days of receipt of invoice with all requisite documents/reports, however, in case of delays, no interest amount, whatsoever shall be paid to the agency in any case.

## 6. Penalty/SLA provisions:

Project Component	Deliverables	Timeline (Max Limit)	Value of Penalty
Deployment of Resources	Successful Deployment of ALL Resources	T+ 15 days	After T+15 days, a penalty of 1% of QGR value per week (or part thereof), per un-deployed resource up to the maximum value of 10% of the QGR Value.  All resources must be deployed, within a maximum of 4 weeks after prescribed timeline. Delay in deployment of any resource beyond Four (04) weeks would lead to termination of contract and forfeiting of PBG.
Social Media & Branding Strategy	Successful submission of the strategy document as per vision and objectives of department	T+20 days	After T+20 days, a penalty of 1% of QGR value per week and part thereof up to the maximum value of 5% of the QGR Value.
Creation of a centralized/core theme along with tagline for branding promotion/outreach campaigns.	Provide minimum 5 sets each of flyers/posters, animations and taglines/text.	T+20 days	After T+20 days, a penalty of 1% of QGR value per week and part thereof up to the maximum value of 5% of the QGR Value. Delay beyond Five (05) weeks may lead to termination of contract.
Takeover and/ or create handles of Department on all the Social Media sites/platforms and setup of homepage/ landing page on each	Development, testing and activation and launch of all channel homepages, making them available on mentioned social	T + 22 days	After T+22 days, a penalty of 1% of QGR value per week and part thereof up to the maximum value of 5% of the QGR Value. Delay beyond Five (05) weeks may lead to

RFP for Selection of Social Media Management Agency for Food and Consumer Protection  
Department, Government of Bihar

Project Component	Deliverables	Timeline (Max Limit)	Value of Penalty
platform.	media platforms desired by department		termination of contract.
Social Media Engagement Plan and Social Media Strategy with time-table and milestones	Successful submission of the plan & strategy document as per scope of work	T + 22 days	After T+22 days, a penalty of 1% of QGR value per week and part thereof up to the maximum value of 5% of the QGR Value. Delay beyond Five (05) weeks may lead to termination of contract.
Digital Communication Strategy/ SOP	Successful submission of the strategy document and social media posting SOP as per scope of work	T + 25 days. Thereafter, within the first month of every quarter, within 10 days of starting of quarter.	After T+25 days, a penalty of 1% of QGR value per week and part thereof up to the maximum value of 5% of the QGR Value. Delay beyond Five (05) weeks may lead to termination of contract.
Release of content/media	Media Release D (English and Hindi)	Same day when directed.  To be shared with print media and uploaded on social media sites/handles/channels after due approval by department.	From the very next day, a penalty of 0.25% of QGR value per day will be applicable.
Event Proceeding Coverage	Coverage in terms of presentations/ audio/visuals and minutes	1- <b>Same day:</b> A brief proceeding with photographs to be uploaded on social media sites)  2- Detailed creatives, presentation, graphics and video/animation etc <b>to be delivered within 3 days of event</b> and to be shared/circulated	After 03 days, a penalty of 0.25% of QGR value per day will be applicable.

RFP for Selection of Social Media Management Agency for Food and Consumer Protection  
Department, Government of Bihar

<b>Project Component</b>	<b>Deliverables</b>	<b>Timeline (Max Limit)</b>	<b>Value of Penalty</b>
		with media and stakeholders as directed.	
Project Deliverables (on Monthly Basis)	Successfully creating, getting approved and posting unique posts (> 60 posts / month each on Facebook/ X/ Google/ Bing /Instagram) and >1 posts per week on YouTube.	Every Month	After one month, a penalty of 2% of QGR value per week and part thereof up to the maximum value of 10% of the QGR Value.
Absence from Office	Daily Attendance	Per Quarter	In case of more than 3 absentees per quarter per resource, a penalty of INR 2000 per day of absence shall be deducted from QGR for each resource.
Quality of Work	Work Quality	Per Quarter	In case of work quality not satisfactory, a penalty of INR 1 lakhs per incidence shall be deducted from QGR. In case of repeated instances (more than 3 in a Qtr.), contract may be terminated.

## Section III ANNEXURES

### Annexure 1: Covering Letter for Submission of Bid

[Date]

To

The Secretary,  
Food & Consumer Protection Department,  
Old Secretariat,  
Patna – 800015 (Bihar)

Dear Sir,

We are hereby submitting our bid, which includes our Technical Bid and Financial Bid (in separate bid packets), in response to your RFP “Selection of Social Media Management Agency for Food and Consumer Protection Department, Government of Bihar”. We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our bid is accepted, to start the services with immediate effect or as stipulated in the work order. We understand you are not bound to accept any bid you receive.

Yours sincerely,

[Full Signature]

Authorized Signatory

\_\_\_\_\_  
Name and seal of Bidder

\_\_\_\_\_  
Address of the Firm/Agency

### Section III: Annexures

#### Annexure 2: Checklist of documents to be enclosed in the Bid.

Sl. No.	Particulars	Submitted (Yes/No)
1.	Annexure 1: Covering Letter for Submission of Bid	
2.	Annexure 2: Checklist of documents to be enclosed in the Bid	
3.	Annexure 3: Bid Letter (on bidder's Letter head)	
4.	Annexure 4: Status of the Bidder	
5.	Annexure 5: Relevant work experience/projects/credentials format	
6.	Annexure 6: Prescribed Forms for undertakings/ declaration by Bidder	
7.	Annexure 7: Format for Annual Turnover & Net Worth Details	
8.	Annexure 8: Format of Bank Guarantee for Earnest Money Deposit (EMD)	
9.	Annexure 9: Format for submission of CV of proposed resources	
10.	Annexure 10: Format for the declaration of non-blacklisting	
11.	Annexure 11: Form for furnishing information for Financial Bid <i>(To be provided with financial bid only, not to be attached with technical bid)</i>	
12.	Annexure 12: Format of Bank Guarantee for Performance Bank Guarantee (PBG)	
13.	Annexure 13: Format of Non-Disclosure Agreement (NDA)	
14.	Annexure 14: Format for Technical Presentation	

[Full Signature]  
Authorized Signatory

\_\_\_\_\_  
Name and seal of Bidder

\_\_\_\_\_  
Address of the Firm/Agency

### Annexure 3: Bid Letter

(On the letter head of the Bidder)

[Date]

To

The Secretary,  
Food & Consumer Protection Department,  
Old Secretariat,  
Patna – 800015 (Bihar)

**Sub:** RFP for Selection of Social Media Management Agency for Food and Consumer  
Protection Department, Government of Bihar

Dear Sir,

With reference to your above cited RFP dated [-----date-----], we have examined the RFP Document and understood their contents, hereby submit my Technical Bid. Capitalized expressions used in this letter have the same meaning as ascribed thereto in the RFP Document

1. We acknowledge that the DEPARTMENT will be relying on the information provided in the Technical Bid and the documents accompanying the Technical Bid for selection of the Preferred Bidder and subsequent selection of the Successful Bidder, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Technical Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our participation in the Tender process and our possible selection as Successful Bidder.
3. We hereby confirm that we satisfy all the eligibility conditions prescribed in the aforesaid RFP/Tender Document. Specific confirmations with respect to our compliance with the eligibility conditions may be asked by the Department at any stage with reference to published RFP and its corrigendum/addendum (if any).
4. We hereby acknowledge that if any document submitted or produced by us is discovered subsequently as false, misleading or incorrect then we shall be liable under the Applicable Law in force and additional penal actions as per the decision of department.
5. We shall make available to Department, any additional information/clarification that Department may find necessary or required to supplement, evaluate or to authenticate the Technical Bid contents/claims.
6. We acknowledge the right of Department to reject our Technical Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account, whatsoever.

RFP for Selection of Social Media Management Agency for Food and Consumer Protection  
Department, Government of Bihar

7. We hereby irrevocably waive any right or remedy which we may have at any stage at law or how so ever otherwise arising to challenge or question any decision taken by the Department in connection with the selection of the Preferred Bidder, or in connection with the Tender process itself, in respect of the RFP Document and the terms and implementation thereof.
8. In the event of, we have been declared as the Successful Bidder, we agree to enter into Agreement and other documents in accordance with the RFP Document and pay such amounts and provide the Performance Bank Guarantee (PBG) as required in the RFP.
9. We have ensured 100% compliance with the RFP Document and to the best of our knowledge this Bid is conforming to all the terms thereof.
10. We understand that Department shall not bear any financial liability, if any project needs to be closed/abandoned due to reasons beyond control of Department.
11. We agree and understand that the Bid is subject to the provisions of the RFP Document. In no case, we shall have any claim or right of whatsoever nature if the work is not awarded to us or our Bid is not opened or rejected.
12. The Financial Bid has been quoted by us after taking into consideration all the terms and conditions stated in the Tender Document, our own estimates of costs and feasibility and after a careful assessment of the geological and other information and all the conditions that may affect the work.
13. Our financial bid and commercial offer is valid for 180 days from the last Date of bid submission as specified in the Tender Document or such extended duration as may be agreed with Department.

In witness thereof, we submit this Bid letter forming part of our Technical Bid under and in accordance with the terms of the Tender Document.

Yours faithfully,

(Signature, Name and designation of Authorized Signatory)

Name and seal of Bidder

Date:

Place:

Enclosed:

[List and description of documents enclosed]

#### Annexure 4: Status of the Bidder

Name of the Bidder (Bidding entity)	
Legal status of the Bidder <i>[Private Ltd./ Partnership firm/Limited Liability Partnership/Limited Liability Company]</i>	
Address of Registered Office	
Address for correspondence	
Telephone No. Fax No.	
E-mail Address	
Number of years in operation as on bid submission date	
Detail of the person holding power of attorney <i>(Attested &amp; notarised copy of power of attorney on stamp paper to be enclosed)</i>	
PAN of Bidder (copy to be enclosed)	
GST Registration Certificate & GST No. <i>(Copy to be enclosed)</i>	
Copy of EPF, ESI and Labour License etc.	
Any other documents/information to prove eligibility and experience	

[Full Signature]

Authorized Signatory

\_\_\_\_\_

Name and seal of Bidder

\_\_\_\_\_

Address of the Firm/Agency

**Annexure 5: Relevant work experience/projects/credentials format**

Sl. No.	Details of Assignment	Details (reference Page No. of Bid Proposal)
1.	Name of the Client Organisation	
2.	Name of the Client's Contact person/ designation, Phone, E-mail & address	
3.	Project/Assignment Name	
4.	Scope of the work of project/assignment	
5.	Project/Assignment Start Date:	
6.	Project/Assignment End Date: <i>(mention ongoing with planned end date)</i>	
7.	Total Project Cost (INR), including tax:	
8.	Enclosed following required documents as per Pre-Qualification (PQ) and Technical Qualification (TQ) criteria of RFP: <ul style="list-style-type: none"><li>● For completed orders, attach a Copy of Work Order / Contract/LoI along with work completion certificate (with clear details around scope of work and value of the project).</li><li>● For ongoing orders, attach a Copy of Work Order / Contract/ LoI along with CA certificate showing total revenue earned from the project, as on bid submission date.</li></ul>	

**Note:** Kindly attach this filled in annexure assignment details as supporting document for establishing the eligibility and technical evaluation. This must be furnished with page numbers indicated in the table above. Please use separate sheets wherever necessary.

**Date:**

**Place:**

**Authorized Signatory Name:**

**Signature**

**Bidder Seal/Stamp**

**Name & Address of the Bidder:**

**Annexure 6: Format for undertakings / declaration by bidder**

**DECLARATION**

(On letter head of the Bidder)

Date:

To

The Secretary,  
Food & Consumer Protection Department,  
Old Secretariat,  
Patna – 800015 (Bihar)

Dear Sir,

I/we hereby solemnly declare that any of our Directors or Partners, jointly or severally and/or individually or our firm/company have not been black-listed by the Central Govt. or any State Govt. or its public sector undertakings. We do not have any order/declaration of insolvency, judgment, or order of punishment/sentence by any court of law or any judicial/quasi-judicial body.

We declare that:

- a. We have examined and understood the Act, all rules framed thereunder, the Tender Document and all documents referred therein;
- b. We have examined and have no reservations to the Tender Document, including any amendment/s issued by the Department vide corrigendum/addendums from time to time.
- c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered with the State Government or any other public sector enterprise or any government, central or state; and
- d. We hereby certify that we have taken steps to ensure that no person directly or on our behalf has been engaged or will be engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
- e. We have reviewed the terms of the Tender Document and hereby unconditionally and irrevocably accept, agree and acknowledge the terms thereof.

Yours Faithfully,

Name, Signature and Stamp of the Bidder

Name and Address of the Firm:

### Annexure 7: Format for Annual Turnover & Net Worth Detail

(On the Letterhead of Bidder's CA or Statutory Auditors with verifiable UDIN)

#### **ANNUAL TURNOVER & NETWORTH DETAIL**

This is to certify that we M/s \_\_\_\_\_ <auditor firm name> \_\_\_\_\_ are the statutory Auditors of M/s \_\_\_\_\_ <bidder name> \_\_\_\_\_ and that the below mentioned calculations are true as per the Audited Financial Statements of M/s \_\_\_\_\_ <bidder name> \_\_\_\_\_ for the below mentioned years.

We further certify that we have checked and verified the turnover of \_\_\_\_\_ <bidder name> \_\_\_\_\_ obtained from Social Media Management Services and accordingly, mentioning the same as follows, alongside the overall turnover for respective financial years:

S. No.	Financial Year	Annual Net Worth (INR Crores)	Annual Turnover (INR Crores)
1	Financial Year 2022-23		
2	Financial Year 2023-24		
3	Financial Year 2024-25		

Annual Turnover from Social Media Management Services		
S. No.	Financial Year	Annual Turnover from Social Media Management Projects (INR Crores)
1	Financial Year 2022-23	
2	Financial Year 2023-24	
3	Financial Year 2024-25	

**Note:** The audited Financial Statements for the corresponding year are being enclosed.

Company Secretary / Statutory Auditor /Chartered Accountant

Name of Signatory:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

License no.: \_\_\_\_\_

UDIN: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_

**Annexure 8: Format of Bank Guarantee for Earnest Money Deposit (EMD)**

(Bank’s Name, and Address of Issuing Branch or Office)

**Beneficiary:** ..... (Name and address of Authority)

**Date:** .....

**Bid Security No.:** .....

Whereas M/s..... (Insert the name of the Bidder) (hereinafter called the “Bidder”) has submitted its technical & financial proposals for the tender of ..... (Insert the name of work for which proposal is submitted) (hereinafter called the “Proposal”) dated ..... against the Authority’s Notice Inviting Tenders (NIT) Notice Inviting Proposal/Invitation for Bid No. .... (Insert NIT/NIP/IFB number as per publication in newspaper or website).

Furthermore, we understand that, according to your conditions, proposals must be supported by a Bid Security.

At the request of the Bidder, we ..... (insert name of the bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of ..... (insert bid security amount in figures) ..... (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the RFP conditions, because the Bidder:

- a) has withdrawn its Proposal during the period of Proposal validity specified by the Bidder in the Technical Proposal Form; or
- b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”) of the RFP Document; or
- c) having been notified of the acceptance of its Proposal by the Authority during the period of proposal validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the Successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued upon the Instruction of the Bidder; and (b) if the Bidder is not the Successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the Successful Bidder; or (ii) forty-five days after the expiration of the Bidder’s proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

..... Bank’s seal and authorized signature(s).....

**Annexure 9: Proposed Resource CV Format**

<b>Name of resource</b>																			
<b>Proposed Designation</b>																			
<b>Date of birth</b>																			
<b>Education Qualification Details</b>	<b>PG Degree/PG Diploma name</b> _____ from _____ Specialisation _____ Final score _____ year _____ <b>UG Degree name</b> _____ from _____ Specialisation _____ Final score _____ year _____ <b>Intermediate(12<sup>th</sup> Std.)</b> from _<board>_ Specialisation _____ Final score _____ year _____ <b>Highschool(10<sup>th</sup> Std.)</b> from _<board>_ Specialisation _____ Final score _____ year _____																		
<b>Employment Record</b>	<b>Organisation Name</b>	<b>Position Held</b>	<b>From Date</b>	<b>To Date</b>															
<p>Work Undertaken that Best Illustrates Capability to Handle the Tasks under this RFP :</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> </ol> <p>Professional Memberships and/or Certifications:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">S. no.</th> <th style="width: 30%;">Certificate Name</th> <th style="width: 20%;">Issued by</th> <th style="width: 20%;">Certificate No.</th> <th style="width: 15%;">Valid upto</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					S. no.	Certificate Name	Issued by	Certificate No.	Valid upto										
S. no.	Certificate Name	Issued by	Certificate No.	Valid upto															

**Project-1:**

Duration (*From Month/Year to Month/Year*):

Location:

Client name:

Employer name:

Positions held:

Main responsibilities/tasks handled:

**Project-2:**

Duration (*From Month/Year to Month/Year*):

Location:

Client name:

Employer name:

Positions held:

Main responsibilities/tasks handled:

**Project-3:**

Duration (*From Month/Year to Month/Year*):

Location:

Client name:

Employer name:

Positions held:

Main responsibilities/tasks handled:

**Project-4:**

Duration (*From Month/Year to Month/Year*):

Location:

Client name:

Employer name:

Positions held:

Main responsibilities/tasks handled:

**Candidate Self-Certification**

I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, certifications and my work experience. I understand that any wilful misstatement described herein may lead to my disqualification and legal actions on me.

Date:

Signature:

**Annexure 10: Format for the declaration of non-blacklisting**

**DECLARATION – Non-Blacklisting**

**(By Authorized signatory on company letter head)**

To

The Secretary,  
Food & Consumer Protection Department,  
Old Secretariat,  
Patna – 800015 (Bihar)

**Subject:** Declaration for non-blacklisting

I /We hereby declare that \_\_\_<Bidder Entity Name>\_\_\_, as on the date of bid submission, has not been blacklisted or debarred in the last three years by any state/central government office/ authority or PSU and that we are not under blacklisting period /active debarred list by any of the Central or State Government Organization / Public Sector Undertaking/ Private Companies.

(Signature of Bidder with Seal)

Name:

Capacity in which as signed:

Name & address of the Company/Firm:

Date:

Place:

RFP for Selection of Social Media Management Agency for Food and Consumer Protection  
Department, Government of Bihar

**Annexure 11: Format for Financial Bid**

**(NOT TO BE INCLUDED IN TECHNICAL BID. ONLY TO BE SUBMITTED WITH FINANCIAL BID)**

To

The Secretary,  
Food & Consumer Protection Department,  
Old Secretariat,  
Patna – 800015 (Bihar)

**Sub:** Financial Bid submission for RFP for Selection of Social Media Management Agency for Food and  
Consumer Protection Department, Government of Bihar, NIT No. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

Request you to kindly find our commercial quotation below:

The bidder is required to provide a comprehensive quote inclusive of **On-site manpower deployment (total 3 personnel), hardware, software, and tools** required to successfully carry out the scope of work as per the requirements of the aforesaid RFP issued by your office.

Sr. No.	Description of Items/ Services	QTY. (Q)	Unit Monthly Cost (INR) (M)	Applicable Taxes on Unit Cost (INR) (T)	Total Cost for 24 months (INR) = (M+T) x Q x 24
1	Team Leader cum Content Writer & Editor	1			
2	Multimedia Designer	1			
3	Social Media Expert-cum-Videography /Photography associate	1			
4	MIS Expert-cum-Data Analyst	1			
	<b>Total Cost in Rupees (In Figure):</b>				
	<b>Total Cost (In Word):</b>				

**Note:** The additional human resource requirements (if any), will be conveyed separately by the Department, for which the approved commercial rates shall apply, without any upward revision/hike, as per decision of the Department. Bidder shall provide the additional resources at the approved cost, as requested by the Department.

[Full Signature]

Authorized Signatory

\_\_\_\_\_

Name and seal of Bidder

\_\_\_\_\_

Address of the Firm/Agency

**Annexure12: Format of Bank Guarantee for Performance Bank Guarantee (PBG)**

Ref: \_\_\_\_\_ Bank Guarantee: \_\_\_\_\_ Date: \_\_\_\_\_

To

The Secretary,  
Food & Consumer Protection Department,  
Old Secretariat,  
Patna – 800015 (Bihar)

Dear Sir/Madam,

In consideration of Food & Consumer Protection Department, GoB, (hereinafter referred as the “Purchaser” or “Department” or “Buyer” which expressions shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns), pursuant to the RFP for Selection of Social Media Management Agency for Food and Consumer Protection Department, Government of Bihar (hereinafter referred to as “RFP”) desires to award a contract to M/s. \_\_\_\_\_ (hereinafter referred to as the “vendor” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), and the Buyer has issued a letter of intent/ letter of intimation (hereinafter referred to as “LoI”) bearing No. \_\_\_\_\_ and dated \_\_\_\_\_ and the same having been unequivocally accepted by the vendor, is going to be resulting in a Contract valued at \_\_\_\_\_ for a period of \_\_\_\_\_ (hereinafter called the “Contract”) and the vendor having agreed to furnish a Performance Bank Guarantee amounting to Rs. \_\_\_\_\_ (in words and figures) to the Buyer, as a performance security as stipulated by the Buyer in the said RFP, for accuracy of the services performed.

We \_\_\_\_\_ (Name of the Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Buyer immediately on demand any or, all amount payable by the vendor to the extent of \_\_\_\_\_ as aforesaid at any time up to \_\_\_\_\_ @ \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the vendor. Any such demand made by the Buyer on the Bank shall be conclusive and binding notwithstanding any difference between the Buyer and the vendor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Buyer discharges this guarantee.

RFP for Selection of Social Media Management Agency for Food and Consumer Protection  
Department, Government of Bihar

The Buyer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the vendor. The Buyer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Buyer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Buyer and the vendor any other course or remedy or security available to the Buyer. The bank shall not be relieved of its obligations under these presents by any exercise by the Buyer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Buyer or any other indulgence shown by the Buyer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

\_\_\_\_\_ and shall be extended from time to time for such period (not exceeding two years and three months), as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given Dated this \_\_\_\_\_ days of \_\_\_\_\_ 2026 at \_\_\_\_\_

Bank Guarantee Expiry Date: \_\_\_\_\_

Bank Guarantee Claim Expiry Date: \_\_\_\_\_

Signature of Bank Authorised Signatory: \_\_\_\_\_

Seal of Bank & Authorised Signatory: \_\_\_\_\_

WITNESS \_\_\_\_\_  
\_\_\_\_\_

(Name)

(Name)

(Signature)

(Signature)

**Note:**

- Strike out whichever is not applicable.
- PBG must be valid for next three months from the end date of contract.

## Annexure 13: Format of Non-Disclosure Agreement (NDA)

### (NON-DISCLOSURE AGREEMENT)

Ref. No. \_\_\_\_\_

Dated: \_\_\_\_\_

#### NON-DISCLOSURE AGREEMENT

This agreement is valid till a period of **three years** from the date of work order, and is made by and between Food & Consumer Protection Department, Government of Bihar, Patna, (herein referred to as 'DISCLOSING PARTY') whose address is 'Food & Consumer Protection Department, Old Secretariat, Patna – 800015 (Bihar), India and M/s. .... (hereinafter referred to as Recipient)

Both the parties shall mean and include their successors at Office from time to time, legal representatives, administrators, executors and assigns, etc.

This agreement shall govern the conditions of disclosure by disclosing party to Recipient of certain confidential and proprietary information that is oral, written, or in computer file format. Examples of Confidential Information include the details of beneficiaries, identities of companies, consultants and other service providers used by disclosing party, in connection with disclosing party's office, supplier lists, supplier information, computer databases, creatives, content, digital media posts, social media account details and credentials, containing employee/citizen, files data and System information, designs, drawings, specifications, techniques, models, documentation, diagrams, flow charts, research and development process and procedures, know-how", new product or new technology information, financial, policy, file information and decisions, project/program/ scheme details, budget, governance techniques and materials, timetables, strategies and development plans, trade names and trademarks not yet disclosed to the public, business methods and trade secrets, and personnel information.

**1. Purpose of Disclosure:** Disclosing party is disclosing the Confidential Information to Recipient in order for Recipient to render services to disclosing party's such as social media management, content creation and administration, Data Analysis, Quality Analysis and the Statutory & other IT related services etc.

#### **2. Confidentiality Obligations of Recipient. Recipient hereby agrees:**

(a) Recipient will hold the Confidential Information in complete confidence and not to disclose the Confidential Information to any other person or entity, or otherwise transfer, publish, reveal, or permit access to the Confidential Information without the express prior written consent of Disclosing Party.

(b) Recipient will not copy, photograph, modify, disassemble, reverse engineer, decompile, or in any other manner reproduce the Confidential Information without the express prior written consent of disclosing party.

If any Confidential Information is delivered to Recipient in physical form, such as data files or hard copies, recipient will return the Confidential Information, together with any copies thereof, promptly after the purpose for which they were furnished has been accomplished, or upon the request of disclosing party. In addition, upon request off disclosing party in writing/email Recipient will destroy materials prepared by Recipient that contain Confidential Information.

(c) Recipient shall use Confidential Information only for the purpose of evaluating Recipient's interest in providing services to disclosing party, and for no other purpose. Without limiting the generality of the previous sentence, Recipient specifically agrees not to sell, rent, or otherwise disclose any of disclosing party's Confidential Information either in full or part to any competitor of disclosing party, nor will Recipient use the Confidential Information to directly or indirectly contact or contract with any of disclosing party's employees, System, contractors and agents who carry out or otherwise fulfill the services on behalf of disclosing party (its "Affiliates"). Recipient shall promptly notify disclosing party of any disclosure or use of Confidential Information in violation of this Agreement for which disclosing party shall be indemnified by the Recipient.

3. **Exclusions:** None of the following shall be considered to be “Confidential Information”-
- (a) Information which was in the lawful and unrestricted possession of Recipient prior to its disclosure by disclosing party;
  - (b) Information which is readily ascertainable from sources of information freely/easily available in the general public;
  - (c) Information which is obtained by Recipient from a third party who did not derive such information from disclosing party.

**4. Remedies:** Recipient acknowledges that disclosing party’s Confidential information has been developed or obtained by the investment of significant time, effort and expense and provides disclosing party with a significant competitive advantage in its business, and that if Recipient breaches its obligations hereunder, disclosing party will suffer immediate, irreparable harm for which monetary damages will provide inadequate compensation. Accordingly, the disclosing party will be entitled, in addition to any other remedies available at law in equity, to injunctive relief to specifically enforce the terms of this Agreement. Recipient agrees to indemnify disclosing party against any losses sustained by disclosing party, including reasonable attorney’s fees, by reason of the breach of any provision of this Agreement by Recipient. The Recipient acknowledges that, during the course of execution of this Agreement, it may receive information relating to the Department’s internal processes, officials, vendors, service providers, systems, and other stakeholders engaged by the Disclosing Party for discharge of its official functions.

The Recipient hereby agrees that it shall not, directly or indirectly, without the prior written consent of the Disclosing Party, solicit, engage, contract with, or attempt to establish any independent commercial, contractual, or service relationship with any Department, office, agency, vendor, service provider, or personnel whose details are disclosed or become known to the Recipient solely as a result of this Agreement.

In the event the Recipient is found to have violated the above obligation, such action shall be deemed a material breach of this Agreement, and the Disclosing Party shall be entitled to take appropriate legal and contractual remedies as permissible under applicable laws, including termination of the contract, recovery of losses, and such other reliefs as may be available in law or equity.

This clause shall not apply where the Recipient can demonstrate, to the satisfaction of the Disclosing Party, that such relationship existed independently and prior to the disclosure of information under this Agreement.

**5. No Rights Granted to Recipient:** Recipient further acknowledges and agrees that the furnishing of Confidential Information to Recipient by disclosing party shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by disclosing party.

**6. Miscellaneous Provisions:**

- (a) This Agreement sets forth the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understanding. This Agreement may only be amended or modified by a writing signed by both parties.
- (b) If any provision of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired.
- (c) This Agreement is binding upon the successors, assigns and legal representatives the parties hereto, and is intended to protect Confidential Information of any successors or assign of disclosing party.
- (d) Each Provision of this Agreement is intended to be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or enforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability, be served, and the remaining provisions of this Agreement shall remain in effect/force.
- (e) The terms and conditions governing the provision of the agreement shall be governed by and construed in accordance with laws of the union of India and shall be subject to the exclusive Jurisdiction of the courts of Patna.
  - i. Any or all disputes arising out or in connection with this agreement shall so far as may be possible to settled amicably between the parties within a period of thirty days from such dispute(s) arising.
  - ii. However failing such amicable settlement all disputes and differences, the parties shall be referred to a panel of three arbitrators, for conducting Arbitration in accordance with the provisions of applicable Act at the time of arbitration.
  - iii. The parties shall mutually ensure and co-operate with each other in the arbitral proceedings, so that the same can be concluded and awarded within a period of six months from the date of commencement of the arbitral proceedings.
  - iv. The arbitral proceedings shall be conducted in English, both parties shall be bound by the award passed and delivered by the arbitral tribunal and shall not attempt to challenge the authenticity of the award, before any authority or courts or any other statutory body.
  - v. The venue of arbitration shall be Patna.
- (f) If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorney's fees and other expenses incurred by the prevailing party from the other party.

Signed on behalf of Signed on behalf of

Department of Food & Consumer Protection, GoB,

Signature:

Name:

Designation with seal:

Date:

M/s. ....

Signature:

Name:

Designation with seal:

Date

## **Annexure 14: Format of Technical Presentation**

### **SECTION–A: Understanding of Scope of Work & Departmental Context (10 Marks)**

Mandatory Coverage (Slides 1–4):

1. Understanding of Departmental Role
2. Understanding of Communication Needs
3. Mapping of Scope of Work
4. Key Risks & Mitigation

Indicative/ Illustrative Marking:

- Clarity of understanding: 4
- Domain relevance: 4
- Risk mitigation logic: 2

### **SECTION–B: Proposed Strategy & Execution Approach (5 Marks)**

Mandatory Coverage (Slides 5–7):

1. Overall Digital & Social Media Strategy
2. Content & Engagement Framework
3. Workflow & Governance

Indicative/ Illustrative Marking:

- Strategic clarity: 2
- Execution practicality: 2
- Governance & control: 1

### **SECTION–C: Tools, Technology & Platform Expertise (5 Marks)**

Mandatory Coverage (Slides 8–10):

1. Platform expertise (FB, X, Insta, YouTube, Blogs)
2. Tools for scheduling, analytics, social listening, creatives, PPC

Indicative/ Illustrative Marking:

- Relevance of tools: 3
- Professional maturity: 2

### **SECTION–D: Past Experience & Demonstration of Similar Work (5 Marks)**

Mandatory Coverage (Slides 11 onwards):

1. Relevant experience
2. Case examples
3. Learning from past projects

Indicative/ Illustrative Marking:

- Relevance of experience: 3
- Depth & learning: 2