

पत्रांक-5/श्रम स्था० (3)-02/2026...../श्र०सं०

बिहार सरकार,  
श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग, बिहार, पटना

प्रेषक,

अशोक राम,  
सरकार के उप सचिव।

सेवा में,

निदेशक,  
सूचना एवं जनसंपर्क विभाग,  
बिहार, पटना।

पटना-01, दिनांक-

विषय :- Public Relations Consulting Agencies हेतु निविदा प्रकाशन के संबंध में।  
महाशय,

निदेशानुसार, उपर्युक्त विषय के संबंध में कहना है कि श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग, बिहार, पटना में जनसम्पर्क (Public Relations) एजेन्सी की सेवाएँ लेने हेतु एजेन्सी का चयन करना है, जिससे संबंधित निविदा का विज्ञापन प्रकाशित किया जाना है।

अतएव निविदा आमंत्रण की प्रति संलग्न करते हुए अनुरोध है कि उक्त निविदा को राज्य के प्रमुख हिन्दी एवं अंग्रेजी दैनिक समाचार पत्रों में प्रकाशित करने की कृपा की जाय।

अनुलग्नक :- निविदा आमंत्रण की प्रति।

विश्वासभाजन

ह०/-

(अशोक राम)

सरकार के उप सचिव

ज्ञापांक -5/श्रम स्था०-(3)-3/2024 श्र०सं०-.....1250/पटना-01, दिनांक- 21/5/26

प्रतिलिपि :- 1. श्री गणेश कुमार झा, सहायक श्रमायुक्त-सह-नोडल पदाधिकारी (e-Proc पर अपलोड करने हेतु) को सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित।

2. श्रीमती स्वाती, सहायक निदेशक-सह-जिला जन संपर्क पदाधिकारी सम्प्रति प्रतिनियुक्त श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग, बिहार, पटना को पत्र के साथ संलग्न निविदा (RFP Document) को विभागीय वेबसाईट पर अपलोड करने हेतु एवं आई०टी० प्रबंधक, श्रम संसाधन एवं प्रवासी श्रमिक कल्याण विभाग, बिहार, पटना को सूचनार्थ एवं आवश्यक कार्यार्थ प्रेषित।

सरकार के उप सचिव

**Government of Bihar**

**Labour Resources and Migrant Workers Welfare Department**

2<sup>nd</sup> Floor, Block-A, Niyojan Bhawan, Income Tax Circle, Jawaharlal Nehru

Marg, Patna, Bihar - 800001

Tel: 0612-2535559, Email: lcbihar@bihar.gov.in

Website: <https://state.bihar.gov.in/labour>.

NIT Ref: 5 / श्रम स्था०(3)-02 / 2026 / 01 dt. 15.05.2026

**E-TENDER NOTICE**

Labour Resources and Migrant Workers Welfare Department, invites proposals (Two Bid System) from reputed and experienced Public Relations Consulting Agencies (hereafter referred as 'Agencies') to undertake Public Relations related activities for Labour Resources and Migrant Workers Welfare Department. Online RFP shall be available on Bihar Government's E-procurement portal <https://www.eproc2.bihar.gov.in> from 20.05.2026, 11:00 hrs. The last day for online submission of bid is 15.06.2026 by 18.00 hrs. on the aforesaid website. The eligibility criteria and detailed terms & conditions are available on websites: <https://www.eproc2.bihar.gov.in>. and <https://state.bihar.gov.in/labour>. Bidders may please refer to the above website and uploaded RFP for further details and fact sheet.

4-1575

Labour Commissioner,  
Labour Resources & Migrant Workers  
Welfare Deptt, Patna



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## REQUEST FOR PROPOSAL

FOR

**Hiring the services of a Public Relations (PR) Consulting Agency for Labour Resource and Migrant Workers Welfare Department**



बिहार सरकार

2A/2/1121  
17/3/22

**RFP No: LRMWWD/xx/2025-2026**

**Date: xx.xx.2026**

Office of Labour Commissioner  
Labour Resource and Migrant Workers Welfare Department (LRMWWD)  
GOVERNMENT OF BIHAR  
B-WING, 3<sup>rd</sup> FLOOR, NIYOJAN BHAWAN, PATNA- 800001  
Email Id: lcbihar@gmail.com  
Website: <https://state.bihar.gov.in/labour>

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**Labour Resources and Migrant Workers Welfare Department**

Government of Bihar

C-Wing, 3<sup>rd</sup> Floor, Niyojan Bhawan, Bailey Road, Patna-800001

Phone: 0612-2535559 Fax: 0612-2535559

Email: [lebihar@gmail.com](mailto:lebihar@gmail.com) Website: <https://state.bihar.gov.in/labour>

**Notice Inviting Request for Proposal**

RFP No: LRMWWD/xx/2025-2026

Date-

Secretary, Labour Resources and Migrant Workers Welfare Department, invites proposals (**Two Bid System**) from reputed and experienced **Public Relations Consulting Agencies** (hereafter referred as 'Agencies') to undertake **Public Relations related activities** for Labour Resources and Migrant Workers Welfare Department.

Kindly note that the selection of agency under this RFP will not guarantee allocation of work and LRMWWD will assume no liability or cost towards it. LRMWWD makes no commitments, express or implied, that this process will result in a business transaction between anyone.

**Document Fee and Tender Processing Fee:** All Applicants have to pay a **non-refundable** Document Fee of Rs. 5,000/- (Rupees Five Thousand only) and Tender Processing Fee of Rs. 590.00 (Five Hundred Ninety only) **through e-payment mode** (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal.

**Earnest Money Deposit (EMD):** An EMD of Rs. 2,00,000/- (Two Lakh) only, **through e-payment mode** (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal, well before the last date/time for submission/ uploading of offer/Bid, failing which the bid will be rejected. This EMD will be non-interest bearing and refundable. If the selected bidder fails to submit the requisite performance guarantee or to execute the agreement, this EMD will be forfeited.

**The Proposal has to be submitted through online mode on <https://www.eproc2.bihar.gov.in> and can be searched by clicking the Tab "Tender" on home page of above website and then going to Latest Tender by searching Department Name as "Labour Resources and Migrant Workers Welfare Department".**

The Proposal has to be submitted in online mode containing following cover stage-

- A) Technical Bid Stage and B) Cost Bid Stage

The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in this RFP which can be seen or downloaded from the "e-Procurement Portal <https://www.eproc2.bihar.gov.in> and departmental website: <https://state.bihar.gov.in/labour> The RFP will be available to download from the above websites from **Date-D**. The **Pre-bid meeting** will be held on **03:00 PM of Date-D+8 days (both physically)**. The last date for uploading of proposal/bid will be **Date-D+23 days up to 15.00 Hrs**. Technical Bid will be opened on or after **Date-D+23 days post 16:00 Hrs**. **The Evaluation of Bids will be under Quality-cum-cost based Selection method**. Please refer RFP document for complete details.

The undersigned reserves the right to issue addendum/corrigendum/modification or to amend any or all conditions of this RFP Document or to accept or reject any or all proposal(s) or to cancel the whole of this RFP at any stage without assigning any reason thereof and no bidder shall have any cause of action or claim against the undersigned for the same.

**Labour Commissioner**

**Labour Resources and Migrant Workers Welfare Department,  
Govt. of Bihar**



## SECTION - I

### 1. LETTER INVITIG e-TENDER (Letter of Invitation)

(Through e-Procurement Mode only) (<https://www.eproc2.bihar.gov.in>)

Tender Notice No: LRMWWD/xx/2025-26

Date-

Proposals (**Two Bid System**) are invited from reputed and experienced Public Relations Agencies (hereafter referred as 'Agencies') to undertake Public Relations related activities for Labour Resources and Migrant Workers Welfare Department(LRMWWD).

#### 1.1 Tender Schedule/Timelines and Instructions:

|     |                                                             | Date/Time/Duration                                                                                                                                                      |
|-----|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | Online Sale/Download date of Tender documents               | From <b>Date-D</b> ( <a href="https://www.eproc2.bihar.gov.in">https://www.eproc2.bihar.gov.in</a> )                                                                    |
| 2.  | Last Date of sending Pre-Bid queries by e-mail              | <b>Date-D+6 days up to 15.00 Hrs. on <a href="mailto:lcbihar@gmail.com">lcbihar@gmail.com</a></b>                                                                       |
| 3.  | Date, Time and Place of Pre-Bid Meeting                     | Labour Resources and Migrant Workers Welfare Department, B-Wing, 3rd Floor, Niyojan Bhawan, Bailey Road, Patna-800001, on <b>03:00 PM of D+8 days.</b>                  |
| 4.  | Publishing of Pre-Bid queries response                      | <b>Will be published on best effort basis at e-proc website/Deparmental website</b>                                                                                     |
| 5.  | Last Date/Time for submission/ uploading of offer/Bid       | <b>Date-D+23 days up to 15.00 Hrs. (<a href="https://www.eproc2.bihar.gov.in">https://www.eproc2.bihar.gov.in</a>)</b>                                                  |
| 6.  | Date & time for opening of Technical Bid                    | <b>On or after D+23 dayspost 16:00 Hrs. (<a href="https://www.eproc2.bihar.gov.in">https://www.eproc2.bihar.gov.in</a>)</b>                                             |
| 7.  | Date and time for Technical Presentation and demonstration. | Date and time for Technical Presentation and demonstration shall be communicated later                                                                                  |
| 8.  | Financial Bid Opening Date and Time                         | Post Completion of Technical Evaluation, at e-proc portal, as per decision of competent authority.                                                                      |
| 9.  | Method of Selection                                         | QCBS (Quality Cum Cost Based Selection)                                                                                                                                 |
| 10. | Bidding in Consortium/Joint Venture                         | NO                                                                                                                                                                      |
| 11. | Bid Proposal Validity                                       | 180 days from the date of opening of bid                                                                                                                                |
| 12. | Agreement Period                                            | 03 year from the date of signing of contract; extendable further based on satisfactory performance and /project requirement and based on the sole discretion of LRMWWD. |
| 13. | Contact person/Nodal Officer for queries                    | Name: Rajesh Kumar & Designation: Labour Commissioner<br>Email: <a href="mailto:lcbihar@gmail.com">lcbihar@gmail.com</a> & contact no: 79771 80215                      |



2A  
Detailed descriptions and instructions for submitting the proposal can be downloaded from e-tender website(<https://www.eproc2.bihar.gov.in>).

- **Return of EMD:** The EMD of unsuccessful bidders will be returned after execution of agreement with successful agency or completion of Bid validity period whichever is earlier.
- Bids along with necessary online payments (Tender Processing Fee, Document Fee and EMD) must be submitted through e-Procurement portal (<https://www.eproc2.bihar.gov.in>) before the date and time specified in the NIT/RFP. The 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."
- The bidders shall submit their eligibility and qualification details, Certificates as mentioned in section etc., in the online standard formats given in e-Procurement web site (<https://www.eproc2.bihar.gov.in>) at the respective stage only.
- The bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at bidder's own risk and may be liable for rejection. Bidders are advised to study the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder 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 web site (<https://www.eproc2.bihar.gov.in>). **This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.**
  - ❖ LRMWWD shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system
  - ❖ LRMWWD will notify the bidders for submission of original hardcopies of the uploaded documents, if required.
- The bidder shall sign on the supporting statements, documents, certificates and on being 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.
- Conditional Bids shall be out-rightly rejected.
- **Validity of Bids:** Minimum 180 days from Last date of Bid submission.
- **Pre-Bid Meeting:** LRMWWD shall receive and respond to Pre-Bid queries of prospective bidders as per the scheduled date and time as mentioned in the above Table of Tender Schedule. The bidders are requested to send their consolidated queries to the e-mail address, as specifically mentioned in the above table, **only once and within stipulated time as mentioned.** Further queries sent by the bidders or queries sent at the last moment, may not be entertained.

**LRMWWD will host a Pre-Bid meeting as per the scheduled date and time as mentioned in the above table of Tender Schedule in this RFP.**LRMWWD may incorporate any changes in the RFP based on acceptable suggestions received in pre-bid queries. The decision of LRMWWD regarding



acceptability or rejection of any suggestion or modification requested, shall be final in this regard and shall not be called upon to question under any circumstances. The response to the queries shall be conveyed by way of hosting amendments/ clarifications on the websites (<https://www.eproc2.bihar.gov.in>) and/or (<https://state.bihar.gov.in/labour>) and no bidders/participant would be intimated individually about the responses of LRMWWD.

**Only one representative with due authorization from prospective bidder shall be allowed to participate in the pre-bid meeting.**

**A Virtual Link will also be given on the E-mail address provided by interested bidders in the pre-bid format. Bidder may choose to join either physically or virtually.**

The purpose of the pre-bid meeting is to provide the prospective bidders with information regarding the business process of LRMWWD, the RFP and the project requirements and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.

**Note: The queries should necessarily be submitted in the following format with editable file (in word or excel only) only, else the queries may not be entertained by LRMWWD:**

| Organization Name:<br>Designation: |                                                 | Name of representative:<br>E Mail Address:   |                            |
|------------------------------------|-------------------------------------------------|----------------------------------------------|----------------------------|
| S.N.                               | RFP Document reference,<br>Section and Page No. | Content of RFP requiring<br>clarification(s) | Points of clarification(s) |
|                                    |                                                 |                                              |                            |
|                                    |                                                 |                                              |                            |

- **For support related to e-tendering process, bidders may contact at following address:**

“e- Procurement HELP DESK, RJ Complex, 2<sup>nd</sup> Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. “Toll Free Number: 1800 572 6571” Email ID: [eproc2support@bihar.gov.in](mailto:eproc2support@bihar.gov.in).

- **Corrigendum/ Addendum/ amendments** if any, will be published on the departmental website <https://state.bihar.gov.in/labour> and e-Procurement, Bihar <https://www.eproc2.bihar.gov.in> itself. All such corrigendum/ addendum/ amendments shall be binding on all the bidders. The bidders are also advised to visit the aforementioned website on regular basis for checking of corrigendum/ addendum/ amendments, if any.
- Kindly note that the selection of agency under this RFP will not guarantee allocation of work and LRMWWD will assume no liability or cost towards it. LRMWWD makes no commitments, express or implied, that this process will result in a business transaction between anyone.

**Labour Commissioner,  
Labour Resources and Migrant  
Workers Welfare Department,  
Government of Bihar.**



## 1.2e-Tendering Process Related Instructions:

### Submission of Proposals Through electronic mode only:

1. The bidder shall submit his bid/tender on e-Procurement platform at [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
2. The bidder must have the Class II/III Digital Signature Certificate (DSC) with signing + Encryption, and User-id of the e-Procurement website before participating in the e-Tendering process. The bidder may use their DSC if they already have. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-Procurement Portal <https://www.eproc2.bihar.gov.in> 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 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 web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement 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), Document Fee and EMD to be paid through e-Payment mode (i.e. NEFT / RTGS, Credit / Debit Card & Net Banking) only.

**Note: "Bids along with necessary online payments must be submitted through e-Procurement portal [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) before the date and time specified in the NIT/RFP. The 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. The tender opening will be done online only.
7. Any **Corrigendum/Addendum** or date extension notice will be given on the e-Procurement Portal <https://www.eproc2.bihar.gov.in> only.
8. For support related to e-tendering process, bidders may contact at following address "**e- Procurement HELP DESK, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. "Toll Free Number: 1800 572 6571" Email ID: [eproc2support@bihar.gov.in](mailto:eproc2support@bihar.gov.in).**



### 1.3 Disclaimer

- i. The information contained in this Request for Proposal document (RFP) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the Tenderer or any of their employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- ii. This RFP is not an agreement and is neither an offer nor invitation by the LRMWWD to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Tenderer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Tenderer, its employees or advisers to consider the objectives, technical expertise and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- iii. Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Tenderer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- iv. The Tenderer, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
- v. The Tenderer also accepts no liability of any nature whether resulting from negligence or otherwise, caused arising from reliance of any bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- vi. The issue of this RFP does not imply that the Tenderer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Project and the Tenderer reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- vii. 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 the Tenderer or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the Tenderer 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 of submission of the Proposal, regardless of the conduct or outcome of the Selection Process.



## Section II

### 2. Instructions to Bidders

#### 2.1 Brief background of LRMWWD

The Labour Resources and Migrant Workers Welfare Department, Government of Bihar — a statutory state department responsible for labour governance, law enforcement, migrants support, and social security interventions for workers in Bihar.

##### Objectives of the Department:

1. To ensure **implementation and enforcement of central and state labour laws** in Bihar. These include regulations on working conditions, wages, industrial safety, factory standards, contract labour, building and construction workers, boilers, and more.
2. To conduct inspections through designated officers (Deputy Labour Commissioners, Labour Enforcement Officers, Factory Inspectors, etc.) to ensure compliance with statutory standards and take action in cases of violation.
3. The department is responsible for **fixing and revising minimum wages** under the *Code on Wage*, 2019, taking into account cost of living, industry norms, and economic conditions.
4. Department administers social security programmes for priority groups, including construction workers through statutory welfare boards, beedi workers through targeted welfare and benefit schemes, agricultural labourers through training and livelihood support initiatives, and vulnerable children through child labour eradication projects along with their rehabilitation and mainstreaming.
5. The Department achieves the objective of the Employees' State Insurance Scheme by providing comprehensive medical benefits to workers across the State. The vision of the Scheme is to ensure that workers and their dependents remain physically and mentally healthy through accessible and quality healthcare services.
6. To provide financial assistance to registered construction workers in cases of accidents, old-age pension after attaining sixty years, loans and grants for housing construction or repair, insurance and pension premiums, educational assistance for children, medical support for major ailments, maternity benefits to female workers, and other prescribed welfare measures for the overall well-being of registered construction workers through the Bihar Building & Other Construction Workers Welfare Board.

A snapshot of Departmental programs implemented by LRMWWD is as below:

| LRMWWD Programs                                                                   | Remarks                                        | Some Statistics                         |
|-----------------------------------------------------------------------------------|------------------------------------------------|-----------------------------------------|
| Unorganized Workers                                                               | Registered through E-Shram Portal              | • 3 Crore + Workers registered          |
| Migrant Workers                                                                   | Mapped in Cast Census Survey in Bihar          | • Approx 50 lac                         |
| Registered Construction Workers                                                   | Registered through BOCW Portal                 | • Approx 35 lac registered workers      |
| Bihar Shatabdi Unorganised Sector Worker and Artisan Social Security Scheme, 2011 | Social Security Scheme for Unorganised Workers | • Approx 10,000 beneficiaries in a year |



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| LRMWWD Programs                                     | Remarks                                    | Some Statistics                     |
|-----------------------------------------------------|--------------------------------------------|-------------------------------------|
| Bihar State Migrant Workers Accidental Scheme, 2008 | Social Security Scheme for Migrant Workers | Approx 1000 beneficiaries in a year |

The interested bidders are strongly advised to visit the LRMWWD website <https://state.bihar.gov.in/labour> for further details and knowledge about Labour Resources and Migrant Workers Welfare Department.

## 2.2 Objective of RFP

The objective of this Request for Proposal (RFP) is to solicit proposals from qualified agencies for Public Relations (PR) services, specifically to develop and execute a comprehensive publicity strategy for **Labour Resources and Migrant Workers Welfare Department (LRMWWD)**, as detailed in Section IV (Term of Reference).

## 2.3 Definitions

- “LRMWWD” means **Labour Resources and Migrant Workers Welfare Department**
- “Client” means the implementing agency the **Labour Resources and Migrant Workers Welfare Department** that signs the Contract for the Services with the selected Bidder.
- “Contract” means a legally binding written agreement signed between the Client and the Bidder and includes all the attached documents listed thereon.
- “Day” means a calendar day.
- “State Government” means the Government of Bihar.
- “Registration” means a unique ID of a person whose name, address etc. are registered on LRMWWD portal.
- “LOA” means the Letter sent by client to the selected bidder before the legal agreement. LOI and LOA may be used interchangeably.
- “Proposal/Bid” means the Technical Proposal and the Financial Proposal of the bidder in response to the RFP.
- “Proposal due date” means the date of opening of the technical bid.
- “RFP” means the Request for Proposal prepared by the Client for the selection of a reputed and experienced **Public Relations Agency** to undertake **Public Relations related activities** for **Labour Resources and Migrant Workers Welfare Department (LRMWWD)**.
- “Services” means the work to be performed by the Bidder pursuant to the Contract.

## 2.4 Conflict of Interest and Corrupt and Fraudulent Practices

The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Bidder and its affiliates shall not engage in consulting activities that conflict with the interest of the LRMWWD under the contract. It should be the requirement of the consultancy contract that the Bidders should provide professional, objective and impartial advice and at all times hold the LRMWWD interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to the LRMWWD, or that may place them in a position of being unable to carry out the assignment in the best interest of the client.



- RA
- A. The Bidder has an obligation to disclose to LRMWWD any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract.
  - B. The Agency shall strictly avoid conflicts with other assignments/jobs or their own corporate interest and shall disclose to LRMWWD all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the services after it becomes aware of that conflict.

C. Corrupt and Fraudulent Practices:

LRMWWD will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents or, vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question; For the purposes of this provision, the terms are set forth as follows:

(i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

(ii) "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(iii) "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

(iv) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

(v) "Obstructive Practices" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to LRMWWD in order to materially impede an investigation into allegations of a corrupt, fraudulent, collusive or coercive practice; and or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

## 2.5 Eligibility

- It will be the Bidder's responsibility to ensure that it meets the eligibility requirement as mentioned under RFP document.

## 2.6 General Considerations

- In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

## 2.7 Cost of Preparation of Proposal

- The Bidder shall bear all costs associated with the preparation and submission of its Proposal, and LRMWWD shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. LRMWWD is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidder.

## 2.8 Language

- The Proposal, as well as all correspondence and documents shall be written in English Language Only.

## 2.9 Documents comprising the proposal

- The Proposal shall comprise all the Tech Forms and supporting and has to be properly scanned and uploaded on e-proc portal.



## 2.10 Only One Proposal

- The Bidder shall submit only one Proposal.

## 2.11 Proposal Validity

- **The Bidder's Proposal must remain valid for at least 180 days after the Proposal submission deadline.** A bid valid for a shorter period shall be rejected by the LRMWWD as non-responsive bid.
- In exceptional circumstances, prior to the expiration of the bid validity period, the LRMWWD may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

## 2.12 Extension of Validity Period

- LRMWWD will make its best effort to complete the processing within the proposal's validity period. However, should the need arise, LRMWWD may request, in writing, all Bidder who submitted Proposals prior to the submission deadline to extend the Proposal's validity.
- If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.
- The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

## 2.13 Sub-Contracting/Consortium/Joint-Venture

- Bidders shall not Sub-Contract the assignment or any part of it or Scope of work to any other agency or organization. No Consortium or Joint Venture at any stage of bid or execution is allowed.

## 2.14 Earnest Money Deposit

- Every bidder participating in the bidding process must furnish the required earnest money deposit and, in the form, as specified in the Notice Inviting RFP.
- Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract.
- EMD of Successful Bidder: EMD of the successful bidder will be returned on submission of the Performance Guarantee as mentioned in the RFP.
- Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases: -
  - When the bidder withdraws or modifies his bid proposal after opening of bids.
  - When the bidder does not execute the agreement after placement of order within the specified time.
  - When the bidder does not deposit the required Performance Guarantee after the issuance of Letter of Award/ work order.

## 2.15 Technical Proposal Format and Content

- Technical Proposal shall not include any financial bid information. Technical Proposal containing financial bid information shall be declared non-responsive. All Technical Bid Documents should be properly scanned, arranged and uploaded on portal.
- The Bidder is required to submit a Complete Technical Proposal using the Standard Forms provided



in the RFP.

- The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder 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 web site (<https://www.eproc2.bihar.gov.in>). This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.
- **NO Hard Copy of any Documents:** No Documents, whatsoever it may be, has to be submitted in hard copy. Failure to comply the same may result in rejection of Bid.
- Bidder shall submit all the required documents as mentioned in the annexure including Tech Forms. It should be ensured that various formats mentioned in this RFP should be adhered to and no changes in the format should be done.
- The bids submitted by telex/telegram/fax/e-mail/hard-copy etc. shall not be considered. No correspondence will be entertained on this matter.
- LRMWWD shall not be responsible for any delay or non-receipt/ non delivery/Non-uploading/ Non downloading/ corrupt files/ non legible when downloaded, of the documents. No further correspondence on the subject will be entertained.

#### 2.16 Financial Proposal

- The Financial Proposal shall be prepared using the **Standard online Forms only**, the tentative format of which is provided in the RFP for reference only. It shall include all costs associated with the assignment including all travel, lodging, boarding, communication (mobile and landline), computers and consumables as required for the project etc. State will not bear any cost other than the lump-sum fee mentioned in the financial proposal.
- Please note that any scanning and then up-loading of financial bid is strictly prohibited. The financial bid format shared under this RFP is for reference only. The financial bid will have to be submitted as per standard on-line format (E-proc2) only.
- The Resources has to follow the working hours, working days and Holidays of Government of Bihar. However, resource shall be available on a holiday if so, is required by LRMWWD. No extra payments will be made for working on extended hours/Saturdays/Sundays/Holidays to meet the committed/required time schedules.

#### 2.17 Yearly Price Adjustment

- The Rate-Card (Financial Bid) **will be fixed for entire project duration of 03 Years.** However, the project duration may be extended further upon mutual agreement of both the parties on the escalated rates with yearly escalation of 5%.
- The Bidder shall agree to carry out any additional assignment or increase in manpower, during the assignment period as per instruction of the LRMWWD, the Fees of the change request will be arrived upon by mutual agreement of the scope of work and the Rate-Card provided by the Bidder will be used for the same.

#### 2.18 Taxes

- The Bidder shall be responsible for meeting all tax liabilities, if any, arising out of the Contract.



- The income tax etc., if applicable, shall be deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of contract.
- If there would be any increase in the taxes (direct/indirect/local), levies, duties, and fee etc. whatsoever, and other charges during tenure of contract, the financial burden of the same shall be borne by the bidder. Increase in taxes on account of change in law, GST shall be borne by the LRMWWD.

#### **2.19 Confidentiality**

- From the time the Proposals are opened to the time the Contract is awarded; the Bidder should not contact LRMWWD on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- Any attempt by shortlisted Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal
- Notwithstanding the above provisions, from the time of the Proposals" opening to the time of Contract award publication, if a Bidder wishes to contact LRMWWD on any matter related to the selection process, it should do so only in writing.

#### **2.20 Amendment to "RFP"**

- At any time prior to the deadline for submission of Proposal, subsequent to the pre offer meet, the LRMWWD may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the "RFP" document by the issuance of Addendum/ Amendment and posting it on the Official Website. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the LRMWWD may, in its sole discretion, extend the Proposal Due Date.

#### **2.21 Bid Preparation**

- The Bidder shall be responsible for all cost associated with the preparation of its Bid and its participation in the selection process. LRMWWD shall not be responsible nor in any way liable for such cost, regardless of the conduct or outcome of the selection process. Please note that the LRMWWD reserves the right to reject all or any of the offers without assigning any reason whatsoever.

#### **2.22 Withdrawal of Bid**

- The Bidder shall be responsible for all cost associated with the preparation of its Bid and its participation in the selection process. LRMWWD shall not be responsible nor in any way liable for such cost, regardless of the conduct or outcome of the selection process. Please note that the LRMWWD reserves the right to reject all or any of the offers without assigning any reason whatsoever and cancel the RFP.
- **STRICT ACTION: The bidder will not be able to withdraw its bid once the bid submission deadline is over and tender is opened and bids are undergone for evaluation. If any bidder do so, he/she will be debarred in LRMWWD from further participation for a period of minimum three years. Also he/she will be blacklisted.**



### 2.23 Modification of Proposal

- The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation on the basis of the uploaded Technical and Financial Proposals. However, LRMWWD may seek clarification on the information.
- **Please note that any scanning and then up-loading of financial bid is strictly prohibited. The financial bid format shared under this RFP is for reference only. The financial bid will have to be submitted as per standard on-line format (E-proc) only.**

### 2.24 Disqualification

#### **The bid is liable to be disqualified if:**

- Not submitted/ uploaded in accordance with this document.
- During validity of the bid or its extended period, if any, the bidder increases its quoted prices. During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- Bid uploaded in incomplete form or not accompanied by bid security amount/all requisite documents.
- Bidder submits conditional bids.
- Bidder indulges in canvassing in any form to win the contract.
- Bidder sub-contracts any part of the project to or employs the goods or services of any of the parties having interest in the project.
- If a bidder/firm quotes NIL charges/Consideration, the bid shall be treated as unresponsive and will not be considered.

### 2.25 Correction of Errors

- I. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the proposal.
- II. LRMWWD will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.

### 2.26 Award

- After issuance of LOI by LRMWWD, the selected bidder shall submit Performance Bank Guarantee and shall sign the contract with LRMWWD within 15 days. LRMWWD shall then issue the letter of award to the selected bidder and promptly notify the other shortlisted Bidders. The resultant contract will be interpreted under Indian Laws (including Specific Bihar State laws).
- Failure to comply required eligibility in stipulated period, LRMWWD will be at liberty to invite next qualified bidder for award of the project.

### 2.27 Performance Guarantee (PG)

- Within 15 days from the date of Letter of Invitation (LOI) from LRMWWD, the successful Bidder



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company/firm shall furnish the Performance Guarantee (PG) of Rs. 5,00,000/-, by way of DD/ Performance Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India for the due performance of the Assignment in acceptable form to LRMWWD.

- A. The PG submitted will be valid for 36 months plus 60 days. However, in case of extension of project, above performance guarantee will have to be renewed for the extended period of the project as per BFR rule 131U.
- B. Refund of PG: The PG shall be refunded within six months from the date of successful completion of the assignment.
- C. Forfeiture of PG: PG shall be forfeited in the following cases:
  - I. When any terms and condition of the contract is breached.
  - II. When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/work order

## **2.28 Limitation of Liability**

- Limitation of Liability: In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

## **2.29 Change Orders and Contract Amendments**

- LRMWWD may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected bidder.
- If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the LRMWWD's order. The rate-contract enclosed in the Financial Bid (proportionately escalated) will be used to calculate the cost of the additional work/ change request.
- The Rate-Card will be valid for the period of the contract (36 months) and will have 5% price escalation for each year after the end of the contract period mentioned in the BID.

## **2.30 Interpretation**

- If the context so requires it, singular means plural and vice versa.

## **2.31 Entire Agreement**

- The contract upon execution will constitute the entire agreement between the LRMWWD and the Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

## **2.32 Amendment**

- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party



thereto.

### **2.33 Non-waiver**

- Subject to the condition below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

### **2.34 Severability**

- If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### **2.35 Governing Law**

- The Contract shall be governed by and interpreted in accordance with the laws of the Bihar State/ the Country (India) and under the jurisdiction of Patna Court.

### **2.36 Force Majeure**

#### **Definition:**

- For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder
- The Force Majeure would be applied to Patna Districts which have been so stated by Director, LRMWWD in writing; is part of Government of Bihar directives and is agreed by Bidder.
- LRMWWD will decide the eventuality of Force Majeure which will be binding on both the parties.

#### **No breach of Agreement:**

- The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions,



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due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Bidder shall not be liable for forfeiture of its PG or/ and BG, if and to the extent that it's delay in performance or other failure to perform its obligations under the Contracts the result of the Force Majeure.

**Measures to be taken:**

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

**Extension of time:**

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

**Payments:**

- In the event of Force Majeure is applied to the Patna District of Bihar, then LRMWWD will continue to follow the payment schedule by giving concession to Bidder for non-submission of deliverables for the period of 3 months. Post which, either party is allowed to terminate the contract under the clause Termination for Convenience.

**Consultation:**

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

**2.37 Termination Clauses:**

**Termination for Default:**

- LRMWWD may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach:
- If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by LRMWWD; or
- If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- If the selected bidder, in the judgment of the LRMWWD, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- If the selected bidder commits breach of any condition of the contract
- If LRMWWD terminates the contract in whole or in part, amount of Performance Security may be forfeited. The decision of Secretary, LRMWWD will be final and conclusive in this regard.



#### **Termination for Insolvency:**

- LRMWWD may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to LRMWWD.

#### **Termination for Convenience:**

- LRMWWD, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for LRMWWD's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- In such case, LRMWWD will pay for all the pending invoices as well as the work done till that date by the Bidder.
- Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

#### **Termination by LRMWWD:**

- LRMWWD may at any time terminate the Contract by giving a written notice of at least thirty (30) days written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- The Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the LRMWWD may have subsequently granted in writing.
- The Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- The Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- The Bidder submits to the LRMWWD a statement which has a material effect on the rights, obligations or interests of the LRMWWD and which the Bidder knows to be false.
- Any document, information, data or statement submitted by the Bidder in its Proposals, based on which the Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- If the LRMWWD would like to terminate the contract for reasons not attributable to the Bidder performance, they will need to clear all invoices for the agency services up to the date of their notice along with 1 month fee pro-rata fee out of the project fee for 36 months.
- If the LRMWWD would like to terminate the contract for reasons attributable related to the Bidder performance, the government will give a rectification notice for 3 months to agency in writing with specific observations and instructions.

#### **Termination by Bidder:**

The Bidder may, by not less than two month (60 days) written notice to the LRMWWD, such notice to be



given after the occurrence of any of the events, terminate this Agreement if:

- The LRMWWD is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently agreed in writing) following the receipt by the LRMWWD of the Bidder's notice specifying such breach.
- If there are more than 2 un-paid invoices and LRMWWD fails to remedy the same within 60 days of the submission of the last un-paid invoice.
- As the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- The LRMWWD fails to comply with any final decision reached as a result of arbitration.

**Payment upon Termination:**

- Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by LRMWWD to the Bidder within 30 days of the contract termination.

**Suspension:**

The LRMWWD may, by written notice of suspension to the Bidder, without any obligation (financial or otherwise) suspend all the payments to the Bidder here under if the Bidder shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension:

- shall specify the nature of the breach or failure, and
- Shall provide an opportunity to the Bidder to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

**Cessation of rights and obligations:**

Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:

- Such rights and obligations as may have accrued on the date of termination or expiration,
- The obligation of confidentiality set forth in RFP.

**Cessation of Services:**

- Upon termination of this Agreement by notice of either Party to the other the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

## **2.38 Disputes Resolution**

**Amicable Settlement:**

- The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to Secretary, LRMWWD, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.

**Arbitration:**



- In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by LRMWWD and other appointed by Bidder and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in, and the award shall be made in English language. Arbitration proceedings shall be conducted at Patna and following are agreed.
- The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).
- When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

### 2.39 INTELLECTUAL PROPERTY RIGHTS

1. The Intellectual Property Rights in respect of all the deliverables like creative works for Print Media, Social Media / Digital Media both organic and inorganic, Audio Spots/ Jingles for Radio Channels, AV for TV Commercials/ Social Media, Print Campaigns for newspapers, magazines, outdoor campaigns, promotional materials like brochures, leaflets, pamphlets, booklets, creative works for banners / backdrops / standees etc.(by whatever name called), developed and delivered hereunder by the selected bidder, will vest entirely with the LRMWWD.
2. Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

**By executing agreement, the selected bidder undertakes as below:**

1. We, the selected bidder, understands that Intellectual Property in the context of LRMWWD program shall refer to all such patents, trademarks, copyrights in respect of any hardware, software, product documentation, design document, or any other document, whether in printed or in electronic, digital or any other format which is an integral part of the hardware/software or is supplied along with such products which forms the subject matter of the LRMWWD.
2. We understand that the candidate or other data collected in course of our operations shall be the exclusive property of LRMWWD and we will not share/disclose these data with anyone except as permitted by LRMWWD in writing.
3. We shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data/ or of other data collected in course of our operations, its accidental loss, destruction, or damage.
4. We hereby undertake to inform the LRMWWD of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, we, agree to cooperate with the LRMWWD to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.



5. Upon expiration or termination of this Agreement, whichever is earlier, we agree that-
- a. We shall not make any claim on the Trade Name, Trademarks, Service Marks, Logo, etc. of the LRMWWD nor shall it use any trade name, mark, logo which is deceptively or confusingly similar to those belonging to the LRMWWD,
  - b. We shall desist from using the trade names, marks, stationery or other documentation issued by the LRMWWD embodying the intellectual property of the LRMWWD.
  - c. We will return to the LRMWWD or certify in writing to the LRMWWD as destroyed all copies of the intellectual property, in whole or in part, in any form, including partial copies, updates or modifications of the intellectual property received from the LRMWWD or made in connection with this Agreement.



## Section III

### 3. Evaluation and Eligibility Criteria

The current bid is a two bid system. However the tender committee of LRMWWD will **evaluate the RFP in three stages** as per following.

- (a) The committee will first undertake the **evaluation** of the **preliminary eligibility criteria** and along with reference to completeness of the proposals and whether the proposals are generally in order. Proposals found to be non-responsive for any reason or not meeting the minimum eligibility criteria, as specified in this RFP will be rejected and not included for further Technical and Financial evaluation.
- (b) The committee will then undertake a detailed **Technical Evaluation** of the technical proposals based on their responsiveness to the evaluation criteria, sub criteria, etc. During the evaluation, the committee may ask the bidder for clarification during the time schedule mentioned in the RFP.
- (c) Finally, the committee will evaluate the financial bids of the technically qualified bidders and based on the **Quality-Cum-Cost Based Selection Method (QCBS)**, the selection of the successful bidder will be done.

#### 3.1 Preliminary Eligibility Criteria

| SN | Basic Requirement      | Specific Requirement                                                                                                                                                                                                                                                  | Evidence Documents Required                                                                                                                                                                                                                                | Supporting docs required |
|----|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1  | Document Fee & EMD     | Through e-payment only as stipulated in the Tender Notice                                                                                                                                                                                                             | -                                                                                                                                                                                                                                                          | -                        |
| 2  | Company Registration   | The Agency should be Limited Liability Company or Company registered under Indian Companies Act 1956/2013.<br><br>The Agency should have Registered office in Bihar.                                                                                                  | Copy of Certificate of Incorporation/Registration/MoA as applicable                                                                                                                                                                                        |                          |
| 3  | Turnover from services | The Agency must have earned a fee from PR services (including social media PR) at least of <b>Rs.2 crore (Rupees Two Crore Only) during each of the three previous financial years</b> i.e. FY 2022-23, FY 2023-24& FY 2024-25.                                       | Copy of Audited Profit & Loss Statement and Balance sheet for FY 2022-23, FY 2023-24& FY 2024-25.<br><br>The Turnover criteria related shall be relaxed for start ups Bihar & DPIIT having experience of similar nature as mentioned in the Scope of Work. | 5.4 TECH-4               |
|    | Net-Worth              | The Agency should have positive Net Worth for the FY 2023-24.                                                                                                                                                                                                         |                                                                                                                                                                                                                                                            |                          |
| 4  | Project Experience     | The bidder should have successfully handled Social media pages as per the scope outlined in the RFP in a minimum of 15 different government organizations/Private Organization with minimum 03 government organizations as an active Clients till 31st December 2025. | Copy of Work order/certificate of experience                                                                                                                                                                                                               | 5.2 TECH-1               |
| 5. | Manpower               | The bidder should have minimum 10 experienced professionals in social                                                                                                                                                                                                 | A Self certificate on the agency's letter head signed by an authorized                                                                                                                                                                                     |                          |



|   |              |                                                                                                                                                                                                                                                                                                |                                                             |            |
|---|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|------------|
|   |              | media management/content development.<br><br><ul style="list-style-type: none"> <li>• Project Manager – 1</li> <li>• Social media Consultant - 1</li> <li>• Content Writers -2</li> <li>• Graphic Designers-2</li> <li>• Video Editors-2</li> <li>• Digital Marketing Specialists-2</li> </ul> | representative of the agency to be submitted along with CV. |            |
| 6 | PAN & GST    | The agency should have a valid PAN and GST Registration in India                                                                                                                                                                                                                               | Copy of PAN card and GST Registration certificate           |            |
| 6 | Blacklisting | The agency should not have been blacklisted by any Central/State Government departments/ Undertakings                                                                                                                                                                                          | Self-Certification                                          | Annexure-I |

\*Any bid failing to meet the above stated eligibility criteria shall be summarily rejected and will not be considered for further evaluation.

The Project Manager appointed by the successful bidder shall visit the Department on a regular basis for requirement gathering, review, approvals, and feedback. Whereas Social Media Consultant shall be available onsite as a nodal person for the project. Other members of the team shall work remotely and may visit the Department as and when required.

\* Deployment of the above resources shall be ensured by the selected agency within Fifteen (15) days from the award of tender and issue of work order/ LoI.

\* In the case of replacement of resource(s) or deployment of additional resource (if any), the decision of the department shall be final and binding.

### 3.2 Technical Evaluation Criteria

| SN | Criteria                                                                                                                                                                                                                | Max Marks | Marking Category                                                                                                                                                                                                                                               |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | The bidder is currently associated & handling social media and public relations mandate as per the scope outlined in the RFP with minimum of 15 different government/PSU/ Private Organization as on 31st December 2025 | 20        | <ul style="list-style-type: none"> <li>• 20 Marks: for 20 Work order or above</li> <li>• 15 Marks: for &gt; 15 Work order to 19 Work order</li> <li>• 8 Marks: for 15 Work orders</li> </ul> <b>(Copy of Work order/certificate of completion)</b>             |
| 2  | The bidder is currently associated & handling social media and public relations mandate as per the scope outlined in the RFP in a minimum of 03 government organizations on 31st December 2025.                         | 15        | <ul style="list-style-type: none"> <li>• 15 Marks: More than 03 Government clients</li> <li>• 10 Marks: For 03 Government clients</li> </ul> <b>(Copy of Work order/certificate of experience)</b>                                                             |
| 3  | The bidder must have a minimum of 10 experienced professionals having expertise in social media/ Digital media management on its payroll.                                                                               | 15        | <ul style="list-style-type: none"> <li>• 15 Marks: More than 15 experienced professionals.</li> <li>• 10 Marks: For 14- 11 experienced professionals.</li> <li>• 5 Marks: For 10 experienced professionals.</li> </ul> <b>(CVs self- attested by employee)</b> |



|   |                                          |    |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---|------------------------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 | Technical Presentation and Demonstration | 50 | Presentation Evaluation will be based on the following parameters: <ul style="list-style-type: none"> <li>• 10 Marks: Organization past work experience,</li> <li>• 10 Marks: Overall Organization strength and its presence</li> <li>• 10 Marks: Description of the Technical Approach and Methodology</li> <li>• 10 Marks Detailed Work Plan for Performing the Assignment</li> <li>• 10 Marks: Value Addition Proposed</li> </ul> |
|---|------------------------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

\*The bidders will be called for a detailed presentation on each of the above criteria, at a date and time provided by LRMWWD, in order to facilitate a comprehensive evaluation of their respective proposals. In case of non-attendance of bidders in the presentation, the bid shall be given '0' (zero) marks on technical evaluation.

**Bidders, whose bids are responsive, based on minimum qualification criteria as in Preliminary Eligibility**

**Criteria and score at least 70 marks (out of 100) from the technical evaluation criteria would be considered technically qualified.**

The technical score would be calculated for each Bidder by the Client and all the Bidders who get at least 70 marks out of 100 would be considered for financial evaluation. Bidders who get a technical score of less than 70 out of 100 would not be considered for the financial evaluation.

### **3.3 Financial Bid Evaluation: Quality Cum Cost Based Selection (QCBS)**

The marks scored in the technical bid which essentially rates the Bidder on technical criteria will be given a weightage of 70%. The financial bids will be given a weightage of 30%. The combined score of technical and financial will determine the ranking of the firms. In case of a tie in the combined score between Bidders, the Bidder with a higher technical score will be given a higher rank. LRMWWD will appoint the top-ranked consultant based on the ranking derived from the combined score. If technical and financial scores are the same, then the bidder with more years of experience will be considered.

II. Bidders secured at least 70 or more in technical evaluation will be eligible to participate in the financial bid opening process. The Financial Bids of the technically qualified bidders will be opened on the prescribed date. Representatives of Bidders may witness the opening of financial bids.

III. The Bidders are required to quote their total fee (Exclusive of GST as applicable) for the assignment. This amount/quote is to be used for financial evaluation purposes and, award of Work Order (if selected).

IV. After the opening of financial bids of eligible bidders, the financial scoring will be done.

V. The lowest financial quoted rate will receive the highest marks i.e. 100. Scoring to other higher quoted rates will be assigned using the formula below:

VI. Financial Score = (Lowest Quote among the Bidders/Quote of the Bidder) \*100

VII. After weighted the scoring of both technical and financial bids, they will be combined together and ranked. The highest scorer will secure Rank 1, then Rank 2 and so on.

VIII. The Bidder with Rank One (most responsive bid) based on the QCBS system will be selected as the most suitable Bidder using a weightage of 70:30 for Technical and Financial respectively.



**IX. The illustration for the calculation of the combined score is as below:**

| A       | B                  | C                                                                 | D                                      | E                            | F                                               | G                                      | H                            | I    |
|---------|--------------------|-------------------------------------------------------------------|----------------------------------------|------------------------------|-------------------------------------------------|----------------------------------------|------------------------------|------|
| Sr. No. | Name of the bidder | Technical Score secured= (Bidder Score/Highest bidder Score) *100 | Weighted Technical Score (Col. C*0.70) | Actual Quoted Financial Rate | Financial Score (Lowest Rate/ Quoted Rate) *100 | Weighted Financial Score (Col. F*0.30) | Total score (Col. D+ Col. G) | Rank |
|         |                    |                                                                   |                                        |                              |                                                 |                                        |                              |      |

Please note that LRMWWD is not giving any commitment or guarantee for assignment of work for all the items mentioned below. The assignment/work will be given on "as and when required basis" for the items tentatively mentioned below:

Commercial Bid: (Just for reference, not to be filled and uploaded with Technical Bid) Please refer and upload online financial bid format on e-proc2.



## Section IV

### 4. Terms of Reference

#### 4.1 Broad Scope of Work

Labour Resources and Migrant Workers Welfare Department aims to ensure **implementation and enforcement of central and state labour laws** in Bihar. These include regulations on working conditions, wages, industrial safety, factory standards, contract labour, building and construction workers, boilers, and more. To ensure effective outreach, LRMWWD intends to onboard a professional PR agency through a competitive RFP process to conceptualize, design and execute all IEC related activities. Some of the major activities:

- To design and implement a comprehensive IEC strategy aligned with LRMWWD goals
  - To increase awareness and visibility of departmental programs among target beneficiaries
  - To ensure consistent, inclusive and multilingual communication across platforms
  - To engage stakeholders through integrated media and outreach campaigns
1. The bidder shall manage the official accounts of the Labour Resources and Migrant Workers Welfare Department, Bihar on the various popular social media platforms like Instagram, X, Facebook, YouTube etc. for effective dissemination of information, awareness of Department and other programs of the Department.
  2. The bidder shall ensure maintenance and improvement of already created social media platforms and creation; maintenance of additional social media platforms as required by the Department.
  3. The bidder shall ensure that the social media platforms are free from unauthorized advertisements, inappropriate content, spam etc.
  4. The bidder shall follow the Framework and Guidelines for Use of social media for Government Organizations issued by the Ministry of Electronics and Information Technology and Information Technology (IT) Act, 2000 and rules and regulations made there under as amended from time to time.
  5. Leverage advanced analytics tools to understand viewers behaviors, preferences, and trends, enabling data-driven decisions to optimize marketing strategies and improve service offerings. The bidder shall use a standard social media monitoring tool for analyzing comments or remarks about the Department across online media channels like Facebook, Instagram, YouTube, etc.
  6. The bidder shall be responsible for creation of meaningful content in the form of images, audio or video clips, graphs, or charts etc. based on the information received from the concerned authorities of the Department. The content should be such that it could be uploaded or played on all social media platforms.
  7. Give all social media Platforms a new look every month or as per the direction of the Department by putting up new creatives in line with overall theme/strategy approved by the Department, for the period of engagement.
  8. Responsible for relevant tagging & linkages of content on all platforms.
  9. Implement a content management strategy that ensures accurate, up-to-date, and engaging content.
  10. All the comments/questions received on digital platforms must be replied to and addressed within 24 working hours in consultation with the Department.



11. The agency must submit Monthly report to the Department on the effectiveness of the social media channels as per the format shared by the Department.

## **Deliverables**

### **1. Facebook**

- Management of main Facebook Page and additional supporting Facebook Page(s) or Facebook events.
- The FB page should be regularly updated showcasing the activities of the department related to scheme implementation, new initiatives, review meetings, seminar, surveys, and others.

**20 posts per week OR 80 posts per month**

### **2. Instagram**

- Posting engaging photographs related to activities of the department like scheme implementation, new initiatives, review meetings, seminar, surveys, and others.
- Proactive use of Instagram hashtags where applicable.

**20 posts per week OR 80 posts per month**

### **3. YouTube**

- Creation, management and promotion of video/reels content on the YouTube portal.
- Creation of YouTube account on behalf of department.
- Organization of videos in appropriate Sets, Collections & Galleries.

**2 videos/reels per week OR 8 videos/reels per month**

## **4.2 Group B Additional Scope -4.2 on demand basis**

A. Enhance user engagement through dynamic personalization, responsive design and creative content generation or convert the content and repackage the available content. The content may be of various forms such as graphics, cartoons, smart art, animations, story board etc. design on subject of Government schemes and programs and policies etc.

### **B. Photography Services:**

- Deliver high-resolution photographs (5184 x 3456 pixels) with complete services, including research, captions, professional fees, and logistics.
- Offer Virtual Photography services, delivering content in a 2:1 aspect ratio (4096 x 2048), priced according to DAVP rates.
- Selected Bidder will be provided with the list of destinations and events/programs of the Department which need to be covered by them from time to time to produce the required static/audio-visual social media content

### **C. Videography Services:**

- Produce high-definition videos with the capability of compression for diverse media channel usage without quality compromise.
- Include subtitling for multilingual accessibility.
- Provide all raw video footage to the Department for potential future editing and content creation.
- Quote a per-day editing cost for video content to facilitate budgeting for potential additional video productions.
- Respond promptly to ad-hoc requests for coverage of Departmental promotional campaigns and events.
- Selected Bidder will be provided with the list of Destinations and Events/Festivals which needs to be covered by them in order to produce the required Video content.



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#### **D. Creative Design & Content Development**

Design advertisements, infographics, and editorial layouts for newspapers and magazines.

- **Digital Media:** Develop content for social media (organic and inorganic), including static posts, carousels, reels, and animations.
- **Video Production:** Produce AVs for TV commercials, YouTube, and social media, including scripting, shooting, editing, and dubbing.
- **Outdoor Media:** Design creatives for hoardings, bus panels, kiosks, and transit media.
- **Event Collateral:** Design banners, backdrops, standees, and other branding materials.
- **Promotional Materials:** Develop brochures, leaflets, pamphlets, booklets, and newsletters.
- **Localization:** Translate and adapt content into regional languages ensuring cultural relevance and accuracy.

#### **E. Campaign Execution & Outreach**

- **Integrated Campaigns:** Plan and execute thematic campaigns aligned with Department Goals
- **Van Promotions:** Organize mobile IEC campaigns including route planning, branding, and on ground engagement with outreach tracking mechanism.
- **Event Support:** Provide communication support for Department events, workshops, and training sessions.

#### **4.3 Commencement of Services**

- The date for the commencement of services is within 30 calendar days of contract signing.

#### **4.4 Period of assignment and Extension thereof**

- The project duration will be of 36 months.
- However, the project duration/contract period may further be extended upon mutual agreement of both the parties subject to same terms and conditions and on the basis of rate card as in Financial Bid with 5% yearly escalation clause.

#### **4.5 Payment Schedule.**

- The monthly invoice will be generated and submitted on the last working day of the month to the LRMWWD by the Bidder. If there is no objection in terms of performance, deliverable or invoice value, the invoice and the deliverables will be deemed accepted by the LRMWWD within 30 days from the invoice submission date.

#### **4.6 Payments to the Bidder**

- Bidder will follow the invoicing process as mentioned above in the payment schedule. The type of reports/ deliverables format will be finalized at project inception or with time-to-time interaction with LRMWWD. Bidder will be required to submit attendance of their deployed resources with their invoice. The deliverables will have to be mandatorily submitted/published as per the timelines/requirement of LRMWWD
- The deliverables & the invoice will be assessed and if there is no objection in terms of performance, deliverable or invoice value, the invoice and the deliverables will be deemed accepted by the LRMWWD within 30 days from the invoice submission date and treated good for payment.
- LRMWWD will then pay to Bidder in next 15 days.

#### **4.7 Penalty**

In case of unsatisfactory performance LRMWWD may levy a penalty up to 10% of the corresponding monthly invoice value on each occasion. The overall penalty that can be charged to the bidder should not



exceed 10% of the total amount paid to the bidder. In case of continued nonperformance LRMWWD may decide to terminate the contract and forfeit the performance guarantee. The decision of Secretary, LRMWWD in these respects will be final and conclusive.

### **Bid Submission Forms and Annexures**

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

#### ***Proposal shall comprise of following forms:***

Form 1: Covering Letter with Correspondence Details

#### **Technical Proposal checklist:**

**Tech 1:** Bidder's Organization and Experience.

**Tech 2:** Past work experience, Overall Organization strength Description of the Approach & Methodology and detailed Work Plan for Performing the Assignment.

**Tech 3:** Details of the bidder organization and eligibility related information

**Tech 4:** CA Certificate

Annexure I: Affidavit

Annexure II. Power of Attorney in favour of Authorised Representative. "Board Resolution may also be accepted



## Section V

### 5. Bid Submission Forms and Annexures

#### 5.1 Proposal Submission Letter (Form1)

(should be filled, scanned and uploaded on the letter head)

To:

The Labour Commissioner

Labour Resource and Migrant Workers Welfare Department (LRMWWD)

B-Wing, 3rd Floor, Niyojan Bhawan, Patna- 800001

Dear Sir,

With reference to your RFP document dated \_\_\_\_\_, we, having examined all relevant documents and understood their contents, hereby submit our Technical and Financial Proposal (through e-proc and as per standard online forms) for selection as an agency for

\_\_\_\_\_ (Name of RFP). The Proposal is unconditional and unqualified. We are submitting our Proposal as [\_\_\_\_\_ name of the Bidder]. We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the bidder, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the PR agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We hereby declare that:
  - A. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority.
  - B. We do not have any conflict of interest in accordance with the terms of the RFP.
  - 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 RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client 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 acting for us or on our



behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

E. All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to our disqualification by LRMWWD.

7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Bidders
8. We declare that we are not associated or affiliated to any other Bidder applying for Selection under this RFP.
9. We declare that we are not a member of any other Consortium/JV applying for selection hereunder.
10. We certify that we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the Central Government, any State Government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
12. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of PR agency or in connection with the selection process itself in respect of the above-mentioned Project
14. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
15. We undertake that our Proposal shall be valid and remain binding upon us till the bid validity period.
16. We agree and undertake to abide by all the terms and conditions of the RFP Document.
17. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
18. We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period mentioned in the RFP.

Thanking You,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

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

Contact information (phone and e-mail): \_\_\_\_\_



## **Technical Proposal – Standard Forms (should be scanned and uploaded)**

### **5.2 FORM TECH-1**

#### **Bidder's Organization and Experience**

Form TECH-1: a brief description of the Bidder's organization and an outline of the recent experience of the Bidder that is most relevant to the assignment. The outline should indicate the names of the Bidder's Key Experts who participated, the duration of the assignment, the contract amount, and the Bidder's role/involvement

#### **A. Bidder's Organization**

- {1. Provide here a brief description of the background and of the Company
2. Include organizational chart, a list of Board of Directors, and beneficial ownership
3. Organisational strength related information }

#### **B. Bidder's Experience**

List only previous similar assignments successfully completed/ on-going as specified under Technical Evaluation criterion broadly in following categories:

**Format for Experience is as follows:**

| Duration                   | Assignment name/& brief description of main deliverables/outputs | Name of Client & Address              | Approx. Contract value (in Rs equivalent)/ Amount paid to your firm | Role on the Assignment             |
|----------------------------|------------------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------|------------------------------------|
| {e.g., Jan.20XX– Apr.20XX} | do                                                               | {e.g., Ministry of....., country}     | Amount in Crore.                                                    | {e.g., Lead partner in a JV A&B&C} |
| {e.g., Jan- May 20XX}      | do                                                               | {e.g., municipality of....., country} | Amount in Crore.                                                    | {e.g., sole Technical Consultant}  |



### 5.3 FORM TECH-2

#### **Description of Approach, Methodology and Work Plan (Not more than 05 A4 size page)**

Form TECH-2: a description of the approach, methodology and work plan for performing the assignment.

Suggested structure of your Technical Proposal: **-(Please refer Technical Evaluation Table)**

- a) Understanding of Objectives,
- b) Description of the Technical Approach and Methodology
- c) Strategic initiatives that could be taken up
- d) Innovations Executed if any (Please specify by giving details)
- e) Digital Communication delivery Concepts

**Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment, the technical approach and the methodology you would adopt for implementing the tasks to deliver the expected output(s) and the degree of detail of such output, the approach for mobilizing the proposed experts named in the bid, the approach for engaging as Bidder and prepared MIS design.

**Detailed Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment – including mobilizing of proposed experts named in the bid, the content and duration of each activity, phasing and interrelations (including interim approvals by the Client), and tentative delivery dates of the reports.

The proposed work plan should be consistent with the technical approach and methodology, showing your understanding and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s). The work plan should be consistent with the Work Schedule.

#### **Organization and Staffing.**

Please describe the structure and composition of your team, including the list of the Key Experts –  
**Clearly reflecting the experts committed right from the start date.**



#### 5.4 FORM TECH-3:

#### TECH-3

#### Important Information and Details

| S.N. | Particulars                                                                                                                                                                                                                                | Details                                                                                                                                                                                                                                                                                                                                                   |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | Name of the Organization:                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                           |
| 2    | Name and Designation of the Contact Person                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                           |
| 3    | Address and Contact Details (E-Mail and Mobile No.) of the Contact Person                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                           |
| 4    | Corporate website URL.                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                           |
| 5    | Legal Status (Type of Organization)                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                           |
| 6    | Address of Head Office:                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                           |
| 7    | Incorporation/ Registration status of the Agency                                                                                                                                                                                           | Submit Incorporation Certificate Page No. at which enclosed: _____                                                                                                                                                                                                                                                                                        |
| 8    | Date of Incorporation/ Registration                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                           |
| 9    | Power of Attorney/ Board Resolution in the name of the Authorized signatory                                                                                                                                                                | Page No. at which enclosed: _____                                                                                                                                                                                                                                                                                                                         |
| 10   | Proposal Submission Letter (Refer 5.1)                                                                                                                                                                                                     | Page No. _____ to _____                                                                                                                                                                                                                                                                                                                                   |
| 11   | TECH-1 (Refer 5.2)                                                                                                                                                                                                                         | Page No. _____ to _____                                                                                                                                                                                                                                                                                                                                   |
| 12   | TECH-2 (Refer 5.3)                                                                                                                                                                                                                         | Page No. _____ to _____                                                                                                                                                                                                                                                                                                                                   |
| 13   | The Agency must have earned a fee from PR services (including social media PR) at least of <b>Rs.2 crore (Rupees Two Crore Only)</b> during <b>each of the three previous financial years</b> i.e. FY 2022-23, F.Y. 2023-24 & F.Y 2024-25. | FY 2022-23: _____/-<br>FY 2023-24: _____/-<br>FY 2024-25: _____/-<br>Copy of Audited Profit & Loss Statement and Balance sheet FY 2022-23, F.Y. 2023-24 & F.Y 2024-25.<br>A Certificate from chartered accountant<br>Criteria related shall be relaxed for start ups Bihar & DPIIT having experience of similar nature as mentioned in the Scope of Work. |
| 14   | PAN Number                                                                                                                                                                                                                                 | Page No. at which enclosed: _____                                                                                                                                                                                                                                                                                                                         |
| 15   | GSTIN Number                                                                                                                                                                                                                               | Page No. at which enclosed: _____                                                                                                                                                                                                                                                                                                                         |
| 16   | A Notarized Affidavit stating that the Company has not been blacklisted by any Central / State Government / Public Sector                                                                                                                  | Page No. at which Affidavit has been enclosed: _____                                                                                                                                                                                                                                                                                                      |
| 17   | The Agency should have worked with at least three Govt Depts./ PSU/ Govt clients for PR activities (including social media PR).                                                                                                            | Copy of Work order/certificate of completion<br>(Page No. From _____ to _____ at which enclosed)                                                                                                                                                                                                                                                          |



5. FORM TECH-4 (CA Certificate)

CA Certificate

This is to certify the below details for the \_\_\_\_\_ (Company Name) had turnover from the fee from PR services (including social media PR)

Turnover Details

| SN | Financial Year | Turnover (In Rs.) |
|----|----------------|-------------------|
|    |                | Total             |
| 1  | 2022-23        |                   |
| 2  | 2023-24        |                   |
| 3  | 2024-25        |                   |

Net worth as on 31.03.2025 (in Rs.):

**Important Note:** The CA is expected to write all the above details in the <https://udin.icaai.org/search-udin> to verify the UDIN certificate, otherwise the CA certificate and accordingly the proposal of applicant organization will be outrightly rejected and no further evaluation of the proposal will be made.

If all the above details cannot be verifiable and cross checked through the <https://udin.icaai.org/search-udin> , the proposal will not be evaluated further and rejected.

(Signature & Seal)

Certified by CA

Name of CA:

Membership Number:

Firm Name:

UDIN:



## 5.5 Annexure-I (AFFIDAVIT)

(Affidavit on non-judicial stamp paper of Rs. 100/- by Authorized Representative of the applicant with his / her dated signature and enterprise seal)

1. I/We do hereby certify that all the statements made in our bids in response to the RFP Reference No..... Dated..... and in the required attachments are true, correct and complete. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
2. I/We, on behalf of ..... (Name of the Agency), with its registered office at..... do hereby declare that the above-mentioned bidder is not under a declaration of ineligibility for corrupt and fraudulent practices or for any other reason, whatsoever and has not been blacklisted / debarred by the Government of India or any of its agencies, including public enterprises and or by any State Government or any of its agencies.
3. I/We on behalf of (Name of the Agency) do hereby affirm and undertake that we have carefully read and understood the whole tender documents and will unconditionally abide by all the terms and conditions as given in the above-mentioned RFP.
4. The undersigned understands and agrees that further qualifying information may be requested by LRMWWD and agrees to furnish any such information at the request of LRMWWD.
5. The undersigned hereby authorizes and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by LRMWWD to verify this statement or regarding my (our) competence and general reputation.

For and on behalf of: Signature:

Name:

Designation:

Date:

(Organization Seal)

(Authorized Representative and  
Signatory)



**Annexure-II (POA)**

**(Power of Attorney in favour of Authorized Representative)**

(Note: To be executed on a non-judicial stamp paper of Rs. 100/- or more or on Company Letter Head certified by the Board of Directors)

Know all men by these presents that We.....  
..... (name of the enterprise and address of the registered office do hereby irrevocably constitute,  
nominate, appoint and authorize Mr./ Ms. (name)  
.....son / daughter / wife of  
.....and presently residing at  
.....who is presently employed with us and holding the  
position of..... as our true and lawful attorney (hereinafter referred to as the "Attorney") to do  
in our name and on our behalf, all such acts, deeds and things including to enter into negotiation, as are necessary or  
required in connection with or incidental to submission of our Bid for the RFP Reference  
No..... Dated.....

The attorney is fully authorized for providing information/ responses to the tendering authority, representing us in all  
matters before the tendering authority including negotiations with the tendering authority, signing and execution of all  
affidavits, undertakings and agreements consequent to acceptance of our bid, and generally dealing with the tendering  
authority in all matters in connection with or relating to or arising out of our bid for the said tender.

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

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

For .....

{Signature, name, designation and address}

Accepted

.....  
(Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1.  
2.