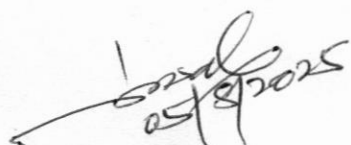


Election Department, Bihar
Notice Inviting Tender
National Competitive Bidding

1.	Name of the Work	Empanelment of an Agency for Social Media Management at Office of Chief Electoral Officer, Bihar
2.	Availability of the document	The Bidding Document is available and downloadable on the following website: https://eproc2.bihar.gov.in
3.	Mode of Bid Submission	Online
4.	Bidding Document Fee	Tender document fee ₹5000+processing Fees (non-transferable & non-refundable) Payable online only through https://eproc2.bihar.gov.in as applicable
5.	Bid Security (Earnest Money Deposit)	₹1,00,000 Payable online at https://eproc2.bihar.gov.in
6.	Date of Publication of Tender on website	06.08.2025
7.	Last Date of Submission of pre-bid queries	13.08.2025 at 3:00 PM E-Mail ID:- ceo_bihar@eci.gov.in
8.	Pre-bid meeting	14.08.2025 at 3:00 PM Meeting Hall Election Department
9.	Release of response to clarifications	17.08.2025
10.	Last date of Submission of the bid	27.08.2025 at 5:00 PM
11.	Opening of Technical bids	29.08.2025 at 11:00 PM
12.	Opening of Financial bids	To be intimated
13.	Contact person for Queries	9430964634/8114593952
14.	Address for Communication	Office of the Chief Electoral Officer, 7, Sardar Patel Marg (Mangles Road), Patna-800015 Tel. 0612-2217956 E-mail: ceo_bihar@eci.gov.in Website: https://ceoelection.bihar.gov.in/

Note :-

1. Only e-tenders will be accepted.
2. CEO, Bihar reserves the right to change any schedule of the bidding process. Please visit the website <https://eproc2.bihar.gov.in> mentioned in this document regularly for the same.
3. Any future Corrigenda/Information shall be posted only <https://eproc2.bihar.gov.in> on website


(Mithilesh Kumar Sahu)

Joint Secretary

REQUEST FOR PROPOSAL (RFP)

For Selection of an Agency for Social Media Management

Tender No: CEO/BIHAR/04/2025

Office of the Chief Electoral Officer, Bihar

7, Sardar Patel Marg (Mangles Road), Patna-800015

Tel: 0612-2217956

E-mail: ceo_bihar@eci.gov.in

Website: <https://ceoelection.bihar.gov.in/>

I. Introduction

1. The office of Chief Electoral Officer, Bihar invites bids from eligible agency for the selection of reputed agency for Social Media Management for Department awareness campaigns and activities across the state/country.
2. All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 1,00,000 (Rupees One Lakh Only) in the form of Bank Guarantee in **favour of Chief Electoral Officer, Bihar**.
3. Bids submitted without adequate EMD will be liable for rejection.
4. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.
5. Tender Fee, Tender Processing Fee and EMD have to be paid online through e-Payment mode on eproc2 portal (<https://eproc2.bihar.gov.in>), prior to the last date of tender submission.
6. The department/tendering authority doesn't take any responsibility for the delay/non-submission of above-mentioned fees due to non-availability of internet connection, network traffic/ holidays or any other reason.
7. The bidder shall attach all the required documents for the tender. The documents shall be digitally signed, before uploading on the eproc2 portal, owning responsibility for their correctness/authenticity.
8. Corrigendum/Addendum, (<https://eproc2.bihar.gov.in>). if any, will be published on the eproc2 portal.
9. Bidders are advised to note the eligibility and minimum qualifying criteria specified in the bid document.
10. Pre-Bid Meeting: A pre-bid meeting will be held on 14.08.2025 at 03:00PM at the Meeting Hall, Election Department, Patna.
11. Last Date of Submission of Proposal: Last date of Receipt of proposal along with e-payment of EMD, Tender Fee and Tender Processing Fee: 27.08.2025 05.00 PM
12. Technical Bid Opening: 29.08.2025 at 11:00 AM.
13. Address for Communication: Interested eligible bidders may obtain further information from the following address:
Office of the Chief Electoral Officer, Bihar
7, Sardar Patel Marg (Mangles Road), Patna-800015

2. General Information

2.1 Background of the Project:

In the digital era, social media has become an indispensable tool for communication and public engagement. It provides a dynamic platform to disseminate information, engage with citizens, and promote transparency. Recognizing its potential, The office of Chief Electoral Officer, Bihar seeks to hire a proficient social media Agency to enhance its online presence and outreach.

The experienced and innovative social media agencies are invited through this RFP to help effectively communicating the department's vision to the people of Bihar.

2.2 Project Objective:

The selected agency will be responsible for crafting and managing department's social media strategy, creating compelling content, and executing campaigns that highlight the department's initiatives, achievements, and future plans. Through effective social media engagement, department aims to raise public awareness, foster engagement, promote transparency, showcase successes, and encourage participation.

2.3 Issuer

The office of Chief Electoral Officer, Bihar, invites proposals from experienced and innovative social media agencies for an initial period of 2 year from the date of issue of Work Order which could be further extendable for maximum of 1 term of 1 year each depending upon the satisfactory performance of the vendor and based on requirement and mutual agreement on the same/negotiable terms and conditions.

2.4 Enquiries & Clarifications

S. No.	RFP document reference(s) (Section & page number)	Content of RFP requiring clarification(s)	Points of clarification

The format for submission of the pre-bid queries is provided below:

The prospective bidders shall submit the Excel file of their queries through e-mail on or before the time mentioned in "Section 1: Invitation of Bids". Any queries submitted beyond the above prescribed format will not be entertained. It may not be possible at the Pre-Bid Conference to answer queries which are received. The responses will be conveyed to all the prospective bidders by way of publishing amendments / clarifications on the website <https://eproc2.bihar.gov.in>.

2.5 Procurement of RFP Document

The Bidder will download the RFP document(s) from the website <https://eproc2.bihar.gov.in>. The Tender Fee, and Tender Processing Fee should be submitted online through eproc2 portal. Proposals received without or with inadequate fees shall be rejected summarily.

2.6 Pre-Bid Conference

The office of Chief Electoral Officer, Bihar shall organize a Pre-Bid Conference as per the schedule and venue provided in the section "Invitation of Bid". The office of Chief Electoral Officer, Bihar may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre-Bid Conference. The decision of the office of Chief Electoral Officer, Bihar regarding acceptability of any suggestion shall be final in this regard and shall not be questioned under any circumstances.

2.7 Deadline for Bid submission

Proposals, in its complete form in all respect as specified in the RFP along with any addendum/corrigendum, must be submitted online before the last date and time of submission as mentioned in the section "Invitation of Bid".

2.8 Earnest Money

Earnest Money Deposit

The Bid shall contain EMD amount of ₹1,00,000 (Rupees One Lakhs only) and shall be paid in the form of Bank Guarantee issued by an Indian Nationalized / Scheduled Bank or to be paid online on <https://eproc2.bihar.gov.in>.

Note: The payments submitted through cheque or Demand Draft shall not be accepted. For further details regarding e-Payment, please refer to e-Procurement portal at the above-mentioned website. The bidder shall be disqualified in the Technical Evaluation process if the prescribed EMD is not deposited along with the bid.

EMD of all unsuccessful Bidders would be refunded by the Purchaser after the Bidder being notified as unsuccessful. The EMD amount is interest free without any accrued interest on it. The EMD of successful Bidder would be returned upon submission of Performance Bank Guarantee.

- The EMD would be forfeited, in case:
- The bidder withdraws the bid prior to validity period of the bid

The bidder refuses to accept and sign the contract as specified in this document

The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.

3. Scope of Work

3.1 Social Media management:

1. The bidder shall manage the official accounts of the Chief Electoral Officer, Bihar, on the various popular social media platforms like Instagram, X, Facebook, YouTube etc. for effective dissemination of information, awareness of Department.
2. The bidder shall ensure maintenance and improvement of already created social media platforms and creation; maintenance of additional social media platforms as required by the Department.
3. The bidder shall ensure that the social media platforms are free from unauthorized advertisements, inappropriate content, spam etc.
4. The bidder shall follow the Framework and Guidelines for Use of social media for Government Organizations issued by the Ministry of Electronics and Information Technology and Information Technology (IT) Act, 2000 and rules and regulations made thereunder as amended from time to time.
5. The bidder shall use a standard social media monitoring tool for 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. Daily informative and promotional updates (at least three updates on Facebook, and Twitter, one on other platforms) in the form of relevant text, photos, audio, interactive content, interviews, news, organize online surveys, quizzes, contests, and others on all the social media platforms in consultation with the Department.
9. Responsible for relevant tagging & linkages of content on all platforms.
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.
12. Creative design: -
 - a. Creative content generation or convert the content and repackage the available content. The content may be of various forms such as graphics, cartoons, smart art, animations, story board etc. design on subject of Government schemes and programs and policies etc.
 - b. Uploading of content on various social media platforms such as Twitter, Facebook,

- and YouTube etc. without any infringement of Intellectual Property Rights (IPR)
- c. The bidder will undertake that all process and standards are being followed to ensure that the data is secure and is immune to any fraudulent activity.
 - d. The bidder will at no time resort to plagiarism, Department, will not be a party to any dispute arising on account of plagiarism resorted to by the bid.
 - e. The successful bidder shall not sublet, transfer or assign the contract or any part thereof. In the event of the agency violating this condition, the Department shall be entitled to terminate the agreement and forfeit the security.
 - f. The period of contract will be for an initial period of two (02) years which is further extendable upto (01) years depending upon the satisfactory performance of the vendor.
 - g. To manage live events on Facebook, Twitter and YouTube.
 - h. To produce quality AV content for use of the Department on its social media platforms and otherwise, on demand. This may include obtaining stock footage, creation/purchase of background music or voice-overs, scripting including time coding on rates approved by the Department.

3.2 Required other work on social media channels

(There would be the separate payment which will be not included in the amount quoted in this bid with prior permission of department for each work)

- a. To provide the services of a videographer and/ or photographer for covering specific events/ work whenever needed by the Department on rates approved by the Department.
- b. The agency should have check on paid Digital Ads (For Post promotion/Boosting) performance through various parameters like Target Audience, Creative & ROI Analysis. The Digital Ads Budget (Paid ads) for post boost and other online promotions on social media should be suggested by agency through Media plan which will be approved separately by Department. The Department will reimburse the Digital Ads expenses separately on the basis of invoices produced by the agency.
- c. To develop/ design/ creating/ writing/ editing of content for the Department's programs, projects, events, reports, books, manuals, case studies, brochure etc. as required, on rates approved by the Department.
- d. To develop and design print materials like IEC material, brochures, collaterals, e-book, activity compilations etc. on rates approved by the Department.
- e. To develop short film for the Department's programs, projects, events as required, on rates approved by the Department
- f. To develop short movies as required, on rates approved by the Department.
- g. Designing for Department Events (When required)
Prepare and finalize event theme and design location layout, infrastructure and

other resources required for all State level ICT events, workshops, summits etc. on rates approved by the Department.

Required Manpower:

Sl. No.	Position	No. of Resources	Minimum Education Qualification and Experience
1	Project Manager	1	MBA/B.Tech/ M.Tech with overall experience of 8 years including minimum 3 years of experience in website, social media, mobile applications project with Govt/ PSU clients, strong technical skills of IT industry
2	Social Media executive (Onsite)	3	MBA/ master's in mass communication with minimum 3 years of experience in relevant field.
3	Graphic Designer	1	Bachelor of Fine Arts with experience in latest version of Photoshop, Illustrator, Corel draw, Flash, Basic html with minimum 3 years of experience in graphic designing
4	Content Writer(Hindi and English)	1	Bachelor of Arts with proficiency in Hindi/English language. Should be able to write contents for newspaper/ magazines, take care of departmental promotions/ campaigns, minimum experience 5 years of working in this field.
5	Video Editor	1	Should have 3 year experience in video editing and having certificate of multimedia/digital media editing, animation course

- 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. The replacement should be of equal eligibility, if not more.

4. Payment Terms

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

any of the conditions is allowed during the project period. No increase in prices would be allowed during the contract period.

5. Confidentiality

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

6. Intellectual Property Rights

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

7. Timelines

The successful bidder shall kick-start the work within 2 weeks from the issue of the work order. However, the content creation, updation and maintenance of social media platforms as mentioned in the scope of work shall be on daily basis.

8. Liquidated Damages

If the selected bidder fails to perform services within the stipulated time schedule, the Department shall, without prejudice to its other remedies under the contract, deduct

from the contract price, as liquated damages, a sum equivalent to 2% of the total work order cost for delay of each week or part there of maximum upto 10% of total work order price. Once the maximum is reached, Department may consider termination of contract pursuant to the conditions of contract/RFP.

9. Performance Bank Guarantee

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

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

10. Dispute Resolution

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

referred to the arbitration as per the Arbitration Act. All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.

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

11. Fraud or Corrupt Practices

- a. The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOA or the Agreement, the Department may reject a bid, withdraw the LOA, debar the bidder for a period of three years from participating in the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.
- b. Without prejudice to the rights of Department under Clause above and the rights and remedies which the Department may have under the LOI or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Department during a period of <3(three)years> from the date such Bidder, is found by Department to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning here

in after respectively assigned to them:

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

12. Termination & Blacklisting:

12.1 The Department may terminate this Agreement and Blacklist/Debar the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days written notice of termination to Second Party.

- a. If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
- b. If the vendor becomes bankrupt, insolvent or goes into compulsory liquidation.
- c. If the vendor, in the judgement of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- d. If the vendor submits to Department a false statement which has material effect on the rights, obligations, or interests of the Department.
- e. If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
- f. If the vendor fails to provide Quality services as envisaged under this Agreement.
- g. Serious discrepancy and delay in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Department.
- h. Failure to abide by any lawful directions of the Department.

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

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

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

12.3 Termination Payments:- These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the sub-vendors of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

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

12.5 Foreclosure with Mutual consent: -

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

12.6 Transition and Exit Plan:

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

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

13. Instructions to the Bidders

13.1 General

- a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department on the basis of this RFP.
- b. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.
- c. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- d. This tender shall follow the provisions of Bihar Purchase Preference Policy, 2024

13.2 Compliant Proposals / Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- c. Include all documentation specified in this RFP;

- d. Follow the format of this RFP and respond to each element in the order as set out in this RFP
- e. Comply with all requirements as set out within this RFP.

14. Key Requirements of the Bid

14.1 Right to Terminate the Process

- a) The Department may terminate the RFP process at any time and without assigning any reason. The Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by the Department. The bidder's participation in this process may result the Department selecting the bidder to engage towards execution of the contract.

14.2 RFP Document Fees

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

14.3 Earnest Money Deposit (EMD)

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

14.4 Submission of Proposals

- a) The bidders should submit their responses as per the format given in this RFP in the following manner: Technical Proposal and Commercial Proposal
- b) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.

c) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

d) The bids shall be uploaded through eproc2 as per the instructions available on the website.

14.5 Preparation and Submission of Proposal

14.5.1 Proposal Preparation Costs

a) The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

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

14.5.2 Language

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

14.5.3 Tender Opening

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

14.5.4 Tender Validity

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

14.5.5 Tender Evaluation for responsiveness

I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:

- A. Are not submitted in as specified in the RFP document
 - B. Are found with suppression of details
 - C. With incomplete information, subjective, conditional offers and partial offers submitted
 - D. Submitted without the documents requested in the checklist
 - E. Have non-compliance of any of the clauses stipulated in the RFP
 - F. With lesser validity period
- II. All responsive Bids will be considered for further processing. The Department will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

15. Criteria for Evaluation

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

15.1 Eligibility Criteria

Sl. No.	Criteria	Documents Required
1.	The Bidder should be Limited Liability Company or Company registered under Indian Companies Act 1956/2013. .	Certificate of Incorporation Copy of PAN GST certificate

2.	The bidder should have an average annual turnover of minimum INR 1.5 crore or more for the last three financial years ending in March 2025.	Audited Financial Statements of last three financial years
3.	The Bidder should be registered office in Patna, Bihar.	Certificate of Incorporation
4.	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 on last date of submission.	Attach certified documentary proof of all such work orders / contract document / Experience certificate in support of nature of job undertaken.
5.	The bidder should have minimum 15 experienced professionals in social media management/content development.	A Self certificate on the agency's letter head signed by an authorized representative of the agency to be submitted along with CV.
6.	The agency should not be blacklisted or debarred by any State/ Central Govt/PSUs of India	Self-Declaration (Refer Form -4)
7.	The Bidder should have ISO 20121:2024 Certification	Certificate Copy

- **The Turnover criteria related shall be relaxed for startups Bihar & DPIIT having experience of similar nature as mentioned in the Scope of Work.**

15.2 Technical Evaluation Criteria

Sl. No.	Criteria	Documents Required	Max Marks	Scoring Marks
1.	The bidder should have successfully handled comprehensive media and public relations mandate as per the scope outlined in the RFP in a minimum of 15 different government/ Private Organization as active Clients as on last date of submission.	Work order / Experience Certificate	20 Marks	a) For 15 clients- 10 Marks b) For 15-20 Clients -15 Marks c) More than 20 Clients- 20 Marks
2.	The bidder should have successfully handled comprehensive media and public relations mandate as per the scope outlined in the RFP in a	Work order / Experience Certificate	20 Marks	a) For 03 Government organizations - 15 Marks b) For more than 03 Government

	minimum of 03 government organizations on last date of submission.			organizations –20 Mark
3.	The bidder must have a minimum of 06 experienced professionals having expertise in social media/ Digital media management on its payroll.	(CVs self-attested by employee)	16 Marks	
3.1	Social Media executive	Experience certificate		When the relevant experience is 3-5 Years: 4 marks
3.2	Graphic Designer/Video Editor	Experience certificate		When the relevant experience is 3-5 Years: 4 marks
3.3	Content Writer cum Copy writer	Experience certificate		When the relevant experience is 5-8 Years: 4 marks
3.4	Project Manager	Experience certificate		When the relevant experience is 8-10 Years: 4 marks
4	The Bidder should have ISO 20121:2024 Certification	Certificate Copy	04 Marks	
5.	Presentation: It should cover the following topics: - <ul style="list-style-type: none"> ➤ Understanding of Objectives ➤ Strategic initiatives ➤ Innovations Executed, if any. Please specify by giving details. ➤ Digital Communication Delivery Concepts 	Copy of Presentation document.	40 Marks	a) Understanding of Objectives – 15 marks b) Strategic initiatives that could be taken up – 15 Marks c) Innovations Executed, if any. Please specify by giving details - 05 Marks d) Digital Communication Delivery Concepts -05 Marks

15.3 General Evaluation Elaboration

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

- a. Conditional bids shall be summarily rejected.
- b. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- c. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors,

his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

- d. The Tenderer is expected to submit all documents along with General Bid for General Evaluation, in case document is not provided or provided but not a valid document, then the same parameter shall not be considered for marking for the specific Bidder. It is the Bidder's responsibility that all documents pertaining to every parameter of "General Evaluation Elaboration" needs to be submitted and tagged/referenced to the evaluation parameter.
- e. The Tenderer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- f. Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution/ implementation of the project including management period.

15.4 Financial Bid Evaluation

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

15.5 Award Criteria

The Selection method is **Quality cum Based Selection (QCBS)**

The above score will be combined with bid amount equivalent score calculated through the QCBS scheme

Technical Bid Score will get a weightage of 70% (denoted by ST) and Financial Bid Score a weightage 30% (denoted by SF)

The process of selection of successful bidder for the purpose of award of contract shall be as follows:

Calculation of Technical Score (ST)

T = Technical Marks Obtain by the individual Bidder

TH = Highest Technical Marks Obtain by Bidder

ST = Technical score obtain by the Individual Bidder

$ST = 100 \times (T/TH)$

Calculation of Financial Score (SF)

F = Total Financial Bid amount quoted by individual Bidder

FL = Lowest Total Financial Bid amount quoted by individual Bidder

SF = Financial score obtain by the Individual Bidder

$SF = 100 \times (FL/F)$

Calculation of Final Composite Score (S)

The Final Composite Score (S) shall be computed for each firm by assigning 80 % weight age to the Technical Score (ST) and 20% weight age to Financial Score (SF) using the formula given below :

$S = (ST \times 0.8) + (SF \times 0.2)$

Bidder with the highest final composite score will be awarded the contract in case of a tie in the final composite score, the bidder with the higher Technical Score will be invited for negotiations and selection first.

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

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

15.7 Contract Finalization and Award

- a. The Department shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
- b. The Department may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.

15.8 Signing of Contract

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

and the proposal of the bidder between the Department and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

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

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

16. Annexure

Annexure I: TECHNICAL BIDTEMPLATES

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

Technical Proposal shall comprise of following forms:

Forms to be used in Technical Proposal:

- Form 1: Undertaking on Total Responsibility Form
- 2: Particulars of the Bidder Form
- 3: Bank Guarantee for Earnest Money Deposit Form
- 4: Self Declaration on Blacklisting

Annexure II: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal

- Form 1: Financial Proposal
- Form 2: Performance Bank Guarantee

Form 1: Undertaking on Total Responsibility

No.

Date:

To:

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for Social Media management for The office of Chief Electoral Officer, Bihar as per the terms and conditions of the RFP.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation) Name :

Designation :

Date :

Time :

Seal :

Business Address:

Form 2: Particulars of the Bidder

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

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

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

Know all Men by these presents that we <> having our office at <Address>(hereinafter called "the Bank") are bound unto the Department (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures>(Rupees<Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

Withdraws his participation from the bid during the period of validity of bid document; or

Fails or refuses to participate in the subsequent Tender process after having been short listed; We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

SELF-DECLARATION ABOUT NON BLACK-LISTING

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

Date : _____

To,

The office of Chief Electoral Officer, Bihar

Subject: E-Tender for 'Selection of Agency for Social Media Management for The office of Chief Electoral Officer, Bihar", Tender No: _____

Sir,

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

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

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

Yours faithfully,

(Name & signature with stamp of the bidder)

Form 1: Financial Proposal

Election Department, Government of Bihar					
Tender No:			CEO/BIHAR/04/2025		
Description Of Work			Request for proposal (RFP) for Selction of an Agency for Social Media Management		
Name of the Bidder:					
Contact Details of the Bidder					
Financial Bid Format (BoQ)					
S. No.	Perticulars	Qty	Cost (Rs.)	GST (Rs.)	Total Amount
1	Project Manager	1			
2	Social Media Executive (Onsite)	1			
3	Graphic Designer	1			
4	Content Writer (Hindi and English)	1			
5	Video Editor	1			
Total		5	0	0	0
Total Amount in figures					
Total Amount in words					

Note:

Bidders submitting their Bids electronically shall follow the electronic Bid submission procedure as specified on the State e-Procurement Portal <https://www.eproc2.bihar.gov.in>. Bidders should not fill any information in the above format & submit physically; otherwise the bid shall be treated as nonresponsive. Bidder should submit their financial bid online on e-Proc website/Portal only. Up to 2 bidders will be short-listed on the lowest rate.

Bidder Have to quote Total Cost in INR (inclusive all taxes, charges, levies etc.) in rate tab of BOQ section.

Note: -

- Additional Scope -3.2 – will be on demand basis and rate & payment will be based on IPRD/DAVP rates or approved rated by the department.
- No extra charges will be paid over and above the contract amount for (Scope of work 3.1) on account of any other charges (existing or future addition) or on any other account.
- It shall be noted that the bidder has to enter the rates in the excel sheet uploaded in the on portal. In addition to said point, bidder shall enter the total cost (same as mentioned in excel sheet). However, the Department shall consider the excel sheet for evaluating the financial rates.

Form 2: Performance Bank Guarantee

PERFORMANCE SECURITY:

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

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

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

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

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

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

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

This Guarantee shall be valid until <Insert Date>) Notwithstanding anything contained herein:

Our liability under this bank guarantee shall not exceed Rs.<Insert Value>(Rupees <Insert Value in Words> only).

This bank guarantee shall be valid up to <Insert Expiry Date>)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.