

Request for Bid (RFB)

For

“HIRING OF AGENCY FOR PRODUCTION OF VIDEOS AND COVERAGE OF EVENTS (TWO ENVELOPE) ”.

Tender No: BRLPS/Proj-Comm/2215/23

Dated: 11-09-2023

Bihar Rural Livelihoods Promotion Society (BRLPS)

3rd Floor, Annexe-II, Vidyut Bhawan

Bailey Road, Patna-800021

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DISCLAIMER

All information contained in this Request for Bid (RFB) is provided/clarified in good interest and faith. This is not an agreement, and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFB document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquire and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFB document is complete in all respects and firms submitting their bids are satisfied that the RFB document is complete in all respects.

BRLPS, Patna reserves the right to reject any or all of the tenders submitted in response to this RFB document at any stage without assigning any reasons whatsoever. BRLPS also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFB. BRLPS reserves the right to change/modify/amend any or all the provisions of this RFB document without assigning any reason. Any such change would be published on BRLPS website – www.brtps.in and <https://eproc2.bihar.gov.in>. Neither BRLPS nor their employees and associates will have any liability to any prospective Respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this RFB document, any matter deemed to form part of this RFB document, the award of the Assignment, the information and any other information supplied by or on behalf of BRLPS or their employees and Prime Bidder/Consortium or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of RFB process belongs to BRLPS shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

Abbreviation

Particulars	Details
RFBB	Request for Bid
BG	Bank Guarantee
EMD	Earnest Money Deposit
RTI	Right To Information
PAN	Permanent Account Number
TQ	Technical Qualification
BRLPS	Bihar Rural Livelihoods Promotion Society

Definition

#	Term	Definition
1.	Agreement/ Contract	The Agreement entered between the BRLPS and the Agency including all attachments, schedules, annexure thereto and all documents incorporated by reference therein and all amendments, corrigendum /corrigenda, changes thereto.
2.	Bid/Proposal	Offer by the Bidder to fulfill the requirement of the Client under the RFB / Contract for an agreed price. It shall be a comprehensive technical and financial response to the Tender.
3.	Deliverable	Services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFB and includes all documents related to EPF, ESI, GST etc.
4.	Performance Security	Unconditional guarantee provided by the Bidder from a Nationalized Bank in favor of Bihar Rural Livelihoods Promotion Society for 5 % of the Contract value.
5.	Project Implementation	Project Implementation as per the criteria prescribed by BRLPS;
6.	Request for Bid/ Tender Document	Written solicitation that conveys to the Bidder, requirements for services that the BRLPS intends to buy and implement.
7.	Selected bidder	The bidder who is qualified & successful in the bidding process.
8.	Service Provider	The successful bidder with whom contract for providing service has been made.

Section 1: INVITATION OF BID

Bidding for Hiring of agency for production of videos and coverage of events as per the following details:

Sr. No.	Assignments	Unit	Size/Duration
1.	Production of thematic videos in Hindi with English subtitles	10	4-5 Minute
2.	Development of Corporate Film of JEEVIKA in Hindi and English.	01	5minute to 7 minute/more
3.	Document High Resolution Photographs on Project Intervention.	At least 300	
4.	TV spots (30 second to 1 minute/more)	04	
5.	Designing of online content to advertising on Facebook, Instagram, Telegram, YouTube etc (Teaser etc)	10	Still Ad/Shortspots
6.	Coverage of Event A. One Day Photography B. One Day Videography	Min 15 Days	

Bihar Rural Livelihoods Promotion Society (BRLPS) under Department of Rural Development, Bihar invites responses ("Tenders") to this Request for Bid ("RFB") for Selection of Agency ("Bidders") for **production of videos and coverage of events**.

1. Any contract that may result from this procurement competition will be issued for a term of one year. Work order will be issued for every assignment. The delivery timeline of each assignment would be within one month from the issuance of the work order. As per requirement, the quantity would be mentioned in each work order. As per requirement of BRLPS, Work order issued for each assignments.
2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. <https://eproc2.bihar.gov.in> will not allow submission of bid after deadline specified in the bidding document.
3. This document should be downloaded and submitted online via e-Procurement portal only at (<https://eproc2.bihar.gov.in>.)
4. In the event of the date specified for receipt and opening of bid being declared as a holiday for BRLPS office the due date for submission of bids and opening of bids will be the following working day at the appointed times.
5. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFB documents. Failure to furnish all information required as mentioned in the RFB document or submission of a proposal not substantially responsive to the RFB documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

A. Bid Details

#	Particulars	Details
1	Bid Reference No.	BRLPS/Proj-Comm/2215/23 Date: 11/09/2023.
2	Tender Processing Fee.	INR 590/-(non-refundable) inclusive of GST @18% through e-payment mode i.e. NEFT/ RTGS/ Credit Card / Debit Card on https://eproc2.bihar.gov.in
3	Cost of Bid Document.	No Cost
4	Earnest Money Deposit (EMD).	No EMD
5	EMD Validity Period.	N/A
6	EMD submission.	N/A
7	Bid Validity Period.	180 days from the date of opening of bid.
8	Value of Performance Bank Guarantee (PBG).	Demand Draft or Bank Guarantee of 05 % Contact value to be submitted by successful bidder before signing the Agreement.
9	All requisite PBG Payable at Patna in favour of	Bihar Rural Livelihoods Promotion Society
10	Performance Bank Guarantee validity.	6 Months beyond the contract period.
11	Method of Selection.	Award of contract shall be given to the technically qualified agency and quoted the lowest evaluated rate. In case Lowest responsive bidder (L 1) declines to do the assignments, the award of contract will be given to L 2 agency at L1 rate.
12	Source of downloading Tender Document, Corrigendum, addendums etc.	https://eproc2.bihar.gov.in . Corrigendum and Addendum can also be seen at www.brlps.in . Bidding document is also available on www.brlps.in for reference purpose only.

B. Important Dates

#	Particulars	Date and time
1	Start of issuance of Tender Document / RFB.	11-09-2023.
2	Last date of submit Pre-bid queries to Email Id- proc.sp@brlp.in and pc.gkm@brlps.in	02-10-2023
3	Schedule of Pre-bid meeting at BRLPS Office.	03-10-2023 (03.30 PM)
4	Closing date & time for uploading scanned document of Technical & Financial Bid.	27-10-2023 (04.00 PM)
5	Payment of Tender Document Cost & Earnest Money Deposit (EMD).	No Cost
6	Due date and time for online opening of Technical Bid.	27-10-2023 (04.30 PM)
7	Due date and time for opening of Financial Bid (Only for those Bidders who will qualify the scrutiny of the Technical Bids).	To be notified later on Eproc and BRLPS website
8	Contact Person / Nodal Officer for queries: Procurement Specialist, BRLPS, Email: proc.sp@brlps.in	
9	Tender Inviting Authority	Chief Executive Officer cum Mission Director

C. E-tendering process related instruction

The bidder shall submit his response through Bid submission to the tender on e-Procurement portal at eproc2.bihar.gov.in by the procedure given below:

1. The bidder shall submit his bid/tender on e-Procurement 2.0 platform at <https://eproc2.bihar.gov.in>.
2. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website <https://eproc2.bihar.gov.in> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
3. The bidders shall submit their eligibility and qualification details, technical bid, financial bid etc., in the online standard formats given in <https://eproc2.bihar.gov.in> 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 <https://eproc2.bihar.gov.in>. The bidder shall 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-form otherwise the tender of the bidder will be rejected.
5. Tender Processing Fee (TPF) to be paid through **e-Payment** mode (i.e., NEFT / RTGS, Net Banking, Credit / Debit Card) only at <https://eproc2.bihar.gov.in>

Note:"Bids along with necessary online payments must be submitted through e-Procurement portal <https://eproc2.bihar.gov.in> before the date and time specified in the NIT/RFB. 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 or date extension notice will be given on the e-Procurement website and BRLPS Website only.
8. For support related to e-tendering process, bidders may contact at the mentioned below:

Toll Free Number: 1800 572 6571

Email Id: eproc2support@bihar.gov.in

Section 2: BACKGROUND INFORMATION

Bihar Rural Livelihoods Promotion Society, (BRLPS) an autonomous body under the Department of Rural Development, Govt. of Bihar has been designated as State Rural Livelihoods Mission under overall Framework of National Rural Livelihoods Mission to scale up the JEEViKA model of poverty alleviation through-out the state of Bihar in a phased manner. SRLM has been mandated to enable rural poor and poorest of the poor families of Bihar to come out of poverty with enhanced quality of life through mobilizing poor families into self-reliant institutions and promoting sustainable livelihoods as well as strengthening service delivery mechanism.

Section 3: INSTRUCTION TO BIDDERS

3.1 General

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.

All information supplied by Bidders will be treated as contractually binding on the Bidders, on successful award of the assignment by the BRLPS based on this RFB.

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 BRLPS. BRLPS may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BRLPS.

This RFB supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2 Compliant Proposal / Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFB documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFB document with full understanding of its implications.

Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:

- Include all documentation specified in this RFB;
- Follow the format of this RFB and respond to each element in the order as set out in this RFB.
- Comply with all requirements as set out within this RFB.

3.3 Pre-Bid Conference & Clarification

A pre-bid meeting will be held with the prospective bidders on the mentioned date at office of BRLPS. Bidder will have to ensure that their queries for Pre-Bid meeting should reach in the format mentioned below to email id: proc.sp@brlps.in and pc.gkm@brlps.in as per the date and time mentioned in the schedule of Important Dates only in editable excel format.

The responses will be transmitted to the prospective bidders through <https://eproc2.bihar.gov.in> and www.brlps.in. However, it will be bidder's responsibility that they collect all responses. Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder. The queries should necessarily be submitted in the following format in editable excels.

For each bidder, maximum of two representatives are allowed. The representatives should be employees of the Bidding Company.

#	Section	Page Number(s)	Content of RFB requiring Clarification(s)	Points of clarification	Suggested Clause (if any)
1.					
2.					

BRLPS shall not be responsible for ensuring that the bidders' queries have been received and / or addressed by them. Any requests for clarifications after the indicated date and time may not be entertained by the BRLPS.

3.4 Response to Pre-bid Queries and Issue of Corrigendum

- BRLPS will endeavour to provide timely response to all queries. BRLPS does not undertake to answer all the queries that have been posed by the bidders. The responses to the queries from bidders will be known to all bidders.
- At any time prior to the last date for receipt of bids, BRLPS may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by a corrigendum.
- The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the www.brlps.in and eproc2.bihar.gov.in.

- Any such corrigendum shall be deemed to be incorporated into this Tender Document.
- In order to provide prospective Bidders reasonable time for taking the corrigendum into account, BRLPS may, at its discretion, extend the last date for the receipt of Bid.

3.5 Amendment of Bid Documents

At any time, prior to the date of online submission of Bids, BRLPS may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.

- The amendments shall be notified on BRLPS website and these amendments will be binding. The bidder is not supposed to change any clause in tender document downloaded from website. However, the printed version of Tender Document available along with amendments (if any) available at eproc2.bihar.gov.in and BRLPS website will be applicable to all bidders in case of any discrepancy.
- In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, BRLPS may, at his discretion, extend the deadline for the submission of bids suitably.

3.6 Right to Terminate the Tender Process

- BRLPS may terminate the bid process at any time and without assigning any reason. BRLPS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This bid does not constitute an offer by BRLPS. The Bidder's participation in this process may result in office of BRLPS selecting the Bidder to engage in further discussions and negotiations towards the execution of contract. The commencements of such negotiations do not, however, signify a commitment by BRLPS to execute a contract or to continue negotiations. BRLPS may terminate negotiations at any time without assigning any reason. If the negotiation with L1 agency fails, BRLPS may negotiate with L2, L3 bidder and so on L1 rate.

3.7 Bid security i.e. Earnest Money Deposit (EMD)- No EMD

3.8 RFB Document Fees – No Bid Cost

3.9 Performance Bank Guarantee (PBG)

1. The successful bidders must deposit PBG – **5 % of contract value**, within ten (10) working days from the date of receipt of Letter of Acceptance / Notification of Award.
2. Performance Bank Guarantee (PBG) must be unconditional and irrevocable from a Nationalized /Scheduled Bank, payable on demand, for the due performance and fulfilment of the contract by the bidder.
3. The performance guarantee will be denominated in the currency of the contract and shall be in the form of bank guarantee and shall be in the favour of “Bihar Rural Livelihoods Promotion Society, Patna, Bihar”.
4. This performance bank guarantee will be for an amount equivalent to 05 % of contract value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee will be borne by the bidder.
5. The performance Bank Guarantee will be valid 06 months beyond the contract period with successful bidder subject to the terms and condition in the Performance Bank Guarantee, six months after the contract completion, the performance Bank Guarantee will lapse automatically.
6. The Performance Bank Guarantee may be discharged/ returned by the BRLPS upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
7. In the event of the Bidder being unable to service the contract for whatever reason except Force Majeure conditions as mentioned below, BRLPS would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of BRLPS under the contract in the matter, the proceeds of the PBG shall be payable to BRLPS as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. BRLPS shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.

8. BRLPS shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
9. No Interest will be paid to successful bidder on the security Deposit.

3.10 Authentication of Bids

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Bid.

3.11 Language

The Bid should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English (except Hindi), 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 be governed.

3.12 Bid Validity

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

3.13 Consortium & Sub-Contracting Conditions

Consortium & Sub-Contracting is not allowed in this bid.

3.14 Rights to Terminate the Process

- BRLPS may terminate the bid process at any time and without assigning any reason. BRLPS makes no commitments, express or implied, that this process will result in a business transaction with anyone. This bid does not constitute an offer by BRLPS. The Bidder's participation in this process may result in BRLPS selecting the Bidder to engage in further discussions and negotiations towards the execution of contract. The commencement of such negotiations does not, however, signify commitment by BRLPS to execute a contract or to continue negotiations. BRLPS may terminate negotiations at any time without assigning any reason

Section 4:-- Scope of Work.

1. Background:

Bihar Rural Livelihoods Promotion Society, popularly known as JEEViKA, a registered society under the aegis of Rural Development Department, Government of Bihar marks a key chapter in rural development in Bihar. JEEViKA's journey of the last decade has coincided with the changing face of Bihar. Bihar Rural Livelihoods Promotion Society (BRLPS) was constituted by Govt. of Bihar as a special purpose vehicle to expedite the poverty alleviation interventions in the state. To sustain the project delivery mechanisms, Government of Bihar supported the initiative by leveraging financial resources from various multilateral agencies like World Bank and other national & state agencies. Over the last 16 years, JEEViKA has mobilized women from 1.30 Crore HHs into strong, sustainable, and self-managed 10.42 Lakh Self-Help Groups (SHGs).

2. Rationale:

Knowledge Management in JEEViKA intends at creating, capturing, sharing, distributing, leveraging, and archiving knowledge for the organizations internal use to improve and enhance its implementation capabilities and service delivery mechanisms. The knowledge management practices also intend to reach out to a wider external domain for effective policy advocacy. Communication is perceived as a viscous force for binding the organization and providing it direction and impetus. Balancing among the various components, facilitating, and assessing progress and administering the flow of information tailored in form and hierarchy that would best fulfil the aspirations of the project is the key.

To promote the intervention is planning to carry out targeted demand generation content and activities for dissemination on both online and offline mode. The communication materials include developing demo video for training on project Interventions.

3. Objective:

- a) Development of Thematic Videos
- b) Development of Corporate Film.
- c) Development of Tv Ad/Tv Spot.
- d) Documentation high resolution photographs on project intervention.
- e) Designing of online content to advertising on Facebook, Instagram, Telegram, YouTube etc.

4. Purpose of the ToR:

JEEViKA invites agencies with relevant in-house competence to submit a proposal with creative ideas and theme-based solutions as per the detail SoW presented below;

I. SoW-Scope of Work:

Preparing of branding, promotion, advertising strategy, advertising materials of various initiatives of JEEVIKA as directed by the KMC team.

A. The production of videos: The agency would develop the thematic videos and corporate film as per requirement of the themes. The agency/firm shall develop scripts/story board for the above-mentioned subject as per the content provided by JEEViKA.

➤ Produce a short Promotional video/film of at least 10 thematic videos in Hindi & English (Subtitle) and story narrating the importance and requirement of the training of Project.

➤ Develop one corporate film of JEEViKA (5minute to 7 minute/more with hindi and English subtitles).

B. Production of TV Spots: Production of television commercials/AV spots in Hindi language with scope of dubbing these materials into English languages. The agency/firm shall develop scripts/story board for the abovementioned TV spots as per the content provided by JEEViKA.

C. Documentation High Resolution Photographs: The agency would capture the high-resolution photographs on project intervention. The images used for the designing of the publicity material shall be of 4K resolution either acquired or original. Capture and submit at least 300 high resolution photographs of various project interventions from across all 38 districts to create a photo library of all locations & interventions.

D. Development of Content for social media: The agency would develop the content for social media. Agency also develop the content for Web Media Publicity through web banner & Video spots, designing wall paintings etc.

E. Promotional Videos: Video films should be developed in both Hindi and English language for any event as directed by JEEViKA (Video length 1 to 3 minutes)

- Teaser films (Video length 30 to 60 seconds)
- State Pitch Video (Video length 8 to 15 minutes)
- Scheme/sectoral Films on focus schemes/sectors (Video length 4 to 8 minutes)

F. Coverage of the events: The agency shall cover the entire event (Photography & Videography).

5. Format for quotation:

Sr. No.	Description	Unit	Size/Duration	Amount
1.	Production of thematic videos in Hindi with English subtitles	10	4-5 Minute	
2.	Development of corporate film of JEEVIKA in Hindi and English.	0 1	5minute to 7 minute/more	
3.	Document high resolution photographs on project intervention.	At least 300		
4.	TV spots (30 second to 1 minute/more)	04		
5.	Designing of online content to advertising on Facebook, Instagram, Telegram, YouTube etc (Teaser etc)	10	Still Ad/Short spots	
6.	Coverage of Event A. One Day Photography B. One Day Videography	Min 15 Days		

6. Eligibility Criteria:

The proposals will be evaluated on the following criteria and weightage given respectively by the evaluation panel of JEEViKA

- At least 7 years of experience in film production, Social Media Management, Development of IEC materials for different clients including public sector, government, and NGO sector clients.
- Previous Experience on similar assignments
- The Agency must have experience in managing human resources.
- The Agency have their own Production House.
- The Agency must have updated valid trade license, Certification of Incorporation (if applicable), VAT registration certificate, TIN certificate.

Note:-

A. The agency using any image or video footage, either acquired or shot (original) shall be authentic and shall provide no objection certificate from the photographer/owner/ person, etc. captured in the image or video.

B. The agency shall submit a detailed report of any promotional activity taken by them under the directions of JEEVIKA. Also, the agency shall provide all creative produced for the specific event which shall include banners, brochures, 4k images, final cut of the video, raw footages, actual permissions, contact of the concerning person, etc. in a DVD/pen drive separately along with the report to JEEVIKA.

7. Schedule and Outputs

Whole assignment will be completed within one year. The extension and renewal of the contract would depend on the performance of the agency and their timely deliverable of the assignments.

Work order will be issued for every assignment. The delivery timeline of each assignment would be within one month from the issuance of the work order. As per requirement, the quantity would be mentioned in each work order. As per requirement of BRLPS, Work order issued for each assignments.

8. Payment Terms

The amount to be paid after the successful Completion of each assignments and submission of bill on periodic basis (Assignment wise) . The Respondent shall submit the requisite deliverables and satisfactorily perform work as specified under this tender to the CEO, BRLPS. The requisite payment will be released by CEO, BRLPS upon acceptance of the deliverables and satisfaction with work performed by the Agency.

9. Penalty

Service provider is expected to complete each assignment within one month from the issuance of the work order against each assignment. In case of unjustified delay, the CEO, BRLPS will reserve the rights to levy penalties on the service provide i.e. 0.5% penalty per week on each assignments. Overall penalty will not exceed 5 % of total cost of the whole assignments.

10. Review Committee to Monitor the Agency's services

The PC-GKM & Concerned Thematic Heads will monitor the quality of assignment/task completed. If the deliverables are not found up to the requirement, then the consultant shall modify the work and submit the same to BRLPS.

11. Confidentiality Clause:

All information contained within this document is strictly confidential and not to be divulged to any 3rd party without the prior, written consent of BRLPS. JEEVIKA will hold copyrights for all the developed content (Video/Audio/Print materials). The BRLPS may also terminate the agreement either in case of non-compliance of the service declaration or on the fulfilment of the assigned objective

Section 5: SELECTION OF BIDDER AND EVALUATION OF BID

- The BRLPS shall open the bids online (Technical and Financial separately) in the presence of bidders or their authorized representatives who choose to attend. The bidder's representative, who is present, shall sign an attendance sheet. A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- BRLPS reserves the rights to postpone or cancel a scheduled Bid opening.
- The Bid Evaluation Committee may seek inputs from their professional, external experts in the Bid evaluation process, if required.

5.1 Criteria for Evaluation

5.1.1 Technical Evaluation Parameters

- Procurement Committee will carry out a detailed evaluation of the Technical Bids received by it in order to determine whether they are substantially responsive to the requirements set forth in the Request for Bid. In order to reach such a determination, Tender Evaluation Committee will examine the information supplied by the Bidders and shall evaluate the same as per the evaluation criteria specified in this RFB.
- The technical evaluation of Bids will be carried out to ensure technical and functional compliance with requirements mentioned in the RFB. For all technically qualified bidders, the financial bids will be opened for further evaluation.
- During evaluation of technical bid, the procurement committee may ask some clarifications from the bidder/s through email.
- The Financial evaluation will take into account the information supplied by the Bidders in the Financial Proposal and shall evaluate the same as per the evaluation criteria specified in this RFB.
- Following are the parameters that will be evaluated in a technical bid:
 - a) Bidders should have at least 7 years of experience in film production, Social Media Management, Development of IEC materials for different clients including public sector, Government, and NGO sector clients. Work Order / Contract Agreement with completion / support of completion certificate/document should be submitted.**
 - b) Bidder must have experience in managing human resources. Undertaking / Supporting Documents should be submitted.**
 - c) Bidder should have their own Production House. Undertaking / Supporting Documents should be submitted.**
 - d) Company/ Firm should be registered with GST. Signed & Stamped photo copy of GST registration certificate should be attached.**
 - e) The bidder should have Minimum Average Annual Turnover of Rs 125.00 Lakhs for the last three financial years (2021-22, 2020-21 & 2019-20). Audited balance sheet and P/L a/c or CA firm's certificate should be attached.**
 - f) The bidder should not have been blacklisted by any Central Government or State Government Public Sector Undertaking. A certificate signed by the authorized signatory to this effect must be submitted.**
 - g) The bidding agency shall be a single entity & consortium bidding is not permitted. Undertaking should be submitted.**

5.2 Financial Evaluation

- In the second stage, the financial evaluation of the proposal will be carried out after determining whether the Financial Proposals are complete and unconditional.
- The Financial bid price will be all inclusive and will include inter-alia incidentals like travel, stationery, telephone expenses.
- The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services ('Bid Price'). Omissions, if any, in costing any item shall not entitle the agency to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- Any conditionality included in the financial bid will lead to summary disqualification of the entire bid
- **In case of tie in the quoted rate, lottery system will be adopted among bidders quoting the same rate for finalization of the award of contract.**
- The amount quoted by the bidder in the price format shall be considered upto 02 digits after decimal.

Section 6: Payment Terms

- 6.1 Payment terms:-** Payment will be done within 21 days after submission of invoice on periodic basis.

Section 7: Special Terms and Conditions of the Tender

7.1 Right of Selection/Rejection Any/All Proposal(s)

BRLPS reserves all rights to reject any or all proposals, to waive any minor in-formalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the BRLPS. Selection of a Bidder solution shall not be construed as an award of contract, but as a commencement of contract negotiation, including but not limited to the contract price proposed.

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

BRLPS 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 BRLPS action.

7.3 Notification of Award

Prior to the expiration of the validity period, BRLPS will notify the selected bidder in writing or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, BRLPS may like to request the bidders to extend the validity period of the bid. Bidders shall extend their bid validity as requested by BRLPS; BRLPS may reject proposal for the bidders who do not provide the bid validity extension upon request

The notification of award will constitute the formation of the contract. Upon the selected bidder's furnishing of Performance Bank Guarantee, BRLPS will notify unselected bidders through BRLPS website.

7.4 Contract Finalization and Award

BRLPS 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. BRLPS may also like to decrease or increase the quantity of Scope of Work defined in the RFB.

7.5 Signing of Contract

After BRLPS notifies the selected bidder that its bid has been accepted and submission of PBG, BRLPS shall enter a contract, incorporating all clauses, pre-bid clarifications and the bid of the bidder between BRLPS and the selected bidder. The Draft Legal Agreement will be provided as a separate document by any one of the parties and must finalize and sign the contract within stipulated time period.

7.6 Failure to Agree with the Terms and Conditions of the RFB

If selected bidder does not agree with the Draft Legal Agreement and Terms & Conditions of the RFB shall constitute sufficient grounds for the annulment of the award, in which event BRLPS may award the contract to the next bidder and so on or call for new proposals from the interested bidders.

7.7 Taxes and Duties

Applicable GST will be paid on the bill amount. All payments will be subjected to statutory deductions at source as applicable/required at the prevailing tax rates.

The decision of BRLPS in this regard will be final and binding and no disputes in this regard will be entertained. Any change in taxation structure by Government will be applicable bidirectional to both the parties.

7.8 Extension of Services

At the end of the services period, BRLPS may exercise its option to extend the contract with the Bidder on the same terms and conditions.

7.9 Dispute Resolution & Arbitration

- BRLPS and the successful bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.
- Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which cannot be resolved through the above-mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one-party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Rural Development Department. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. Any Arbitration proceedings will be held at Patna, Bihar. However, only the courts in Patna shall have the jurisdiction for any legal solution.

7.10 Right to Terminate the Process

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

7.11 Force Majeure

1. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
2. The bidder shall not be liable for liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
3. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on BRLPS.
4. If a Force Majeure situation arises, the bidder shall promptly notify BRLPS in writing of such conditions and the cause thereof. Unless otherwise directed by BRLPS, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
5. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following: classes of events and circumstances and their effects.
6. Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon.
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague.
 - Any event or circumstance of a nature analogous to any of the foregoing.
7. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy,
 - Blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage.
 - Strikes, work to rules, go-slows which are widespread, nation-wide, or state-wide and are of political nature.
 - Any event or circumstance of a nature analogous to any of the foregoing

7.12 Intellectual Property Rights

1. All pre-existing intellectual property rights of the bidder for the work performed under this RFB shall remain with bidder with all data and reports/films/videos/photographs/audio-visual clips etc. prepared during the engagement period will lie with successful bidder. Bidder may keep the data for project execution and future reference within the BRLPS and after completion of assignment period, will handover it to the BRLPS.

7.13 Exit Management

In the case of termination of the Agreement, the parties shall agree at that time whether, and if so during what period, the provisions of this clause shall apply. The Parties shall ensure that their respective associated entities carry out their respective obligations before the expiry of the exit management period which will be decided by both the parties and Bidder Name will deliver all the information and knowledge out of this assignment to BRLPS or to any team as may be mutually agreed between Parties.

7.14 Termination

7.14.1 Termination for Default

If the Bidder fails to carry out the award / work order in terms of this RFB within the stipulated period or any extension thereof, as may be allowed by the BRLPS without any valid reasons acceptable BRLPS. BRLPS may terminate the contract after giving one month notice, and the decision of BRLPS in this regard shall be final and binding on the Bidder.

7.14.2 Bankruptcy and Insolvency

BRLPS can terminate the contract if the bidder becomes bankrupt and/or losses the desired state of insolvency with a notice of 15 days. BRLPS, in such cases of termination, will not be responsible for any loss or financial damage to the service provider resulted due to the termination. BRLPS will also, in such cases have the right to recover any pending dues by invoking the performance bank guarantee or any such instrument available with BRLPS.

In the event of the breach of any terms of the agreement by the selected bidder, BRLPS shall be entitled to terminate this Agreement forthwith. The decision of BRLPS as to any breach shall be final and binding on the selected bidder after giving a reasonable time for clarification to the bidder.

7.14.3 Termination by parties

Any party can terminate the contract by giving three-month's advance written notice.

Note: In case of termination, the bidder will be entitled to get paid for the scope of work delivered till the date of exit/termination, in this case its deployment of resources.

7.15 Forfeiture of EMD / Debarment of firm.

The EMD shall stand forfeited if:

- Submission of eligibility requirements containing false information or falsified documents.
- The bidder withdraws its offer before bid validity.
- The selected bidder, who's e-tender is accepted, fails or refuses to furnish the performance bank guarantee, or fails or refuses to execute the contract.

Section 8: ANNEXURE

Form 1: Bid Cover Letter

To:

**The Chief Executive Officer cum Mission Director,
Bihar Rural Livelihoods Promotion Society,
Annexe-II, Vidyut Bhawan,
Bailey Road, Patna – 800021.**

Sub: Hiring of Agency for Production of Videos and coverage of events (Two Envelope).

Ref: RFB No: _____ **Dated:** DD/MM/YYYY

Dear Sir,

Having examined the RFB, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFB for Selection of Agency for **Production of Videos and Coverage of Events**.

We are here by enclosing our technical and financial bid as required in the RFB.

Dated this Day..... of 2023

(Signature)
(Name)

(In the capacity of)

Duly authorized to sign the tender response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Bidder

Form 2: Bidder's Information

Tender Ref.

Date: dd/mm/yyyy

To,

**The Chief Executive Officer cum Mission Director,
Bihar Rural Livelihoods Promotion Society,
Annexe-II, Vidyut Bhawan,
Bailey Road, Patna – 800021.**

#	Description	Details (to be filled by the responder to the RFB)
1.	Name of the company	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Details of Company's Registration (Please enclose copy of the company registration document)	
7.	Permanent Account Number (PAN)	

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone & Fax :

Form 3: Financial Proposal – Standard Forms

S I	Description	Size / Duration	Quantity	Unit Rate in INR	Trans portati on, insura nce, local incide	GST in INR	Quoted Unit rate in INR	Total Price in INR
		A	B	C	D	E	F= C + D + E	F x B
	Production of thematic videos in Hindi with English	4-5 Minute	10					
	Development of corporate film of JEEVIKA in Hindi	5 minute to 7 minute/m	01					
	Document high resolution photographs on project intervention.		At least 300					
	TV spots (30 second to 1 minute/more)		04					
	Designing of online content to advertising on Facebook, Instagram, Telegram, YouTube etc (Teaser etc)	Still Ad/Short spots	10					
	Coverage of Event:- One Day Photography. One Day Videography		Min 15 Days					

**Please do not fill rate here.
A separate sheet in Excel
format is available on
<https://eproc2.bihar.gov.in> for
quoting rates**