

# **Re-Tender Document**

**Department of Science, Technology and Technical Education  
Government of Bihar**

***Request for Proposal***

***for***

**Engagement of Agency for Social Media Management**

Re-Tender Number:-05/2024

**Issued on 12/06/2024**

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**Department of Science, Technology and Technical Education  
Government of Bihar  
Technology Bhawan, Vishweshwaraiyya Bhawan, Campus,  
Bailey Rd, Rajbangsi Nagar, Patna, Bihar 800015**

## DISCLAIMER

The information contained in the Request for Proposal (RFP) document on behalf of the Bihar Council on Science and Technology (BCST), Department of Science, Technology and Technical Education (DSTTE), provided to Applicants (Bidders/tenderers) on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and is neither an offer by the BCST to the prospective applicants or any other person. The purpose of this RFP is to provide concerned parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authorities accept no responsibility for the accuracy or otherwise for any interpretation or opinion in the law, expressed herein.

BCST also accepts no liability of any nature whether resulting from negligence or otherwise, however caused, arising from reliance of any applicant upon the statements contained in this RFP. BCST may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of the RFP does not imply that BCST is bound to select any Applicant or to appoint the Selected Applicant and BCST reserves the right to reject/ amend all or any of the proposals without assigning any reasons whatsoever.

The applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including, but not limited, to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BCST, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and BCST shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

## NOTICE INVITING TENDERS

1. The Department of Science, Technology, and Technical Education (DSTTE), Government of Bihar, Patna, is the nodal department catering to the needs of Technical Education in the State of Bihar. To address the requirements in Science, Technology, and Technical Education, various institutions have been established under the aegis of DSTTE. Bihar Engineering University (BEU) was established and colleges and institutions providing education in Engineering and Technology in the state have been affiliated with this university. The Bihar Council on Science and Technology (BCST) was established with an aim to promote science and technology in the state; however, the State Board of Technical Education (SBTE) was constituted with an objective to oversee the administration, evaluation, and certification of students studying in various government polytechnic institutes in the state.
2. In order to constantly respond to public concerns, generate interest and promote awareness about its schemes and other activities of the Department of Science, Technology and Technical Education (DSTTE), an active interactive presence on various forms of social media including Twitter/Facebook/Instagram/YouTube etc. is proposed. A professional agency, for social media/Digital media presence, is envisaged to be appointed for this purpose. Bihar Council on Science and Technology (BCST), on behalf of DSTTE, desires to appoint a credible professional agency to manage the social media on lump sum payment basis to utilize the social media platforms for dissemination of information and creating awareness about the services delivered under the schemes & programmes of DSTTE.
3. The BCST invites proposals (the “Proposals”) for appointment of a firm/company (the “Agency”) for social media management in conformity with the TOR. The BCST intends to select the Agency from the identified firm/company, in accordance with the procedure set out herein.
4. To participate in the e-tendering process, the bidder/agency are required to get themselves registered with [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
5. The contract shall be signed between the successful bidder & Bihar Council on Science & Technology, Patna. Enquiries and clarifications (if any), shall be addressed to: Project Director, Bihar Council on Science & Technology IGSC-Planetarium, Adalatganj, Patna-800001 Email id: – [pd@bcst.org.in](mailto:pd@bcst.org.in)
6. **Schedule of Events:**

Sn.	Schedule	Important dates
1	Bid Publishing date	<b>12/06/2024</b>
2	Pre bid meeting date	<b>18/06/2024 at 11.00 AM (Offline)</b>
3	Last Date of submission of bid	<b>09/07/2024 up to 05.00 PM</b>
4	a. Bid opening date & Time (Technical) b. Bid opening date & Time (Financial)	Technical bid: 10-07-2024 at 11:00 AM Financial Bid: To be notified later on.
5	Presentation by the bidder/applicant	Within 15 days from technical bid opening
6	Bid validity period	<b>180 Days (One hundred and eighty days)</b>
7	Contact Person	Project Director, Bihar Council on Science & Technology IGSC-Planetarium, Adalatganj, Patna-800001 Email id: – <a href="mailto:pd@bcst.org.in">pd@bcst.org.in</a>
8	Website	<a href="https://bcst.org.in/">https://bcst.org.in/</a>

**NB: Bihar Council on Science & Technology, Patna reserves all the right to revise/change/cancel the Tender at any stage without assigning any reasons thereof.**

7. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 20,000/- (Rs Twenty thousand only) through e-proc2 portal IPG (Internet Payment Gateway)/ Bank Guarantee from scheduled bank in favour of Project Director, Bihar Council on Science & Technology, Patna.
8. The technical and financial bids must be submitted through eproc-2 online platform addressed to “**Project Director, Bihar Council on Science & Technology IGSC-Planetarium, Adalatganj, Patna-800001**” before the date and time specified in the Notice Inviting Tender (NIT). Bihar Council on Science & Technology, Patna 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.
9. The bidders shall submit their eligibility and qualification details, certificates as mentioned in the tender document in the format annexed in the Tender.
10. The Bidding documents shall be submitted in the mode as mentioned below:

<b>Earnest Money Deposit (EMD)</b>	Online Mode Note: EMD should not have been issued on a date later than the last date for submission
<b>Technical Bid (Un-priced)</b>	As per format mentioned in Tender <b>(Annexure I)</b>
<b>Financial Bid (Priced)</b>	As per format mentioned in Tender <b>(Annexure 2)</b>

11. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for BCST, Patna the tenders/EMD will be received/opened on the next working day at the scheduled time.
12. The technical and financial bids must be submitted through [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) before the date and time specified in the tender document. BCST 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.
13. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in the tender document, in the online standard formats given in [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) at the respective stage(s) only.
14. All prospective bidders may attend the Pre-Bid meeting. The venue, date and time are indicated in Schedule of Events as in above **section 6**.
15. The hard (Physical) copy of the Earnest Money Deposit (EMD) should be sent to **Project Director, Bihar Council on Science & Technology IGSC-Planetarium, Adalatganj, Patna-800001** by Registered Post, Speed Post or by hand. It must reach the above said address on or before the opening of technical bid, failing which the tenders will be treated as late tender and would be summarily rejected.
16. All further Notifications/Corrigendum/Addendum would be notified to the bidder through appropriate channel.

**Confidentiality**

This document contains privileged and confidential information pertaining to the “Onboarding Service Provider for Social Media Management at Department of Science, Technology and Technical Education. The access level for the document is specified above. The addressee should honour access rights by preventing intentional or accidental access outside access scope.

**Project Director, BCST**

## Instruction to Bidders

### **1. General Instructions**

- a. The bidder shall submit his bid/tender on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
- b. The bidder may use their Digital Signature Certificate (DSC) if they already have. They can also take Digital Signature Certificate (DSC) from any of the authorized agencies.
- c. For user-id they must get registered themselves on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority (TIA).
- d. Bids not submitted, as per the above Performa / Instructions mentioned in this RFP document, will be summarily rejected.
- e. The bidders shall submit their eligibility and qualification details, technical bid, financial bid, etc., in the online standard formats given on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
- f. The bidders shall upload the scanned copies of all the relevant certificates, documents etc. with indexing and paging, in support of their eligibility criteria / technical bids and other certificates /documents on the [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
- g. The bidder shall digitally sign 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.
- h. The rate quoted by the bidder shall remain same throughout the contract period including any extension thereon. No increment in rates would be permitted in any circumstances.
- i. The agency would indemnify the BCST/DSTTE against any claim of copyright violation/plagiarism, etc.
- j. The Financial bids (as per Annexure 2) submitted by all bidders shall be valid for 180 days from the date of submission of Bid.
- k. In the event a qualified bidder wants to withdraw the bid, the EMD/Bid security of such bidder shall be forfeited.

### **2. Tendering Expense**

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. The Bihar Council on Science & Technology, Patna shall in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

### **3. Language of the tender**

The tender submitted by the bidder and documents relating to the tender shall be written in the English language only.

### **4. Amendments to Tender Documents**

At any time prior to the deadline for submission of tenders, the Bihar Council on Science & Technology, Patna may, for any reason deemed fit by it, modify the tender document/s by issuing suitable amendment(s) to it. Such an amendment will be notified on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) and website (<https://bcst.org.in/>) of the Bihar Council on Science and Technology (BCST) and the same shall be binding to all prospective bidders. Bihar Council on Science & Technology, Patna will not issue any separate communication in this regard.

## 5. Pre-Bid Meeting

To provide response to any doubt regarding terms and conditions, scope of work and any other matter given in the tender document, a pre-bid meeting has been scheduled to be held in the office of Bihar Council on Science & Technology, Patna or an online meeting may be scheduled. The clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall clarify and will be asked to submit their written request by close of office next working day. The Bihar Council on Science & Technology, Patna shall upload written response on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) and website (<https://bcst.org.in/>) of the Bihar Council on Science and Technology (BCST) to such requests for clarifications, without identifying its source. In case required, amendments issued, shall be binding on all prospective bidders. Further, the issue raised having been clarified shall be final. Bidders are advised to visit the Bihar Council on Science and Technology (BCST) (<https://bcst.org.in/>) website regularly for any updates/ corrigendum/ amendments etc.

## 6. Earnest Money Deposit (EMD)

- a) The tender shall be accompanied by **Earnest Money Deposit (EMD) of Rs 20,000/-** (Rs Twenty thousand only) **in the shape of Internet Payment Gateway(IPG)/Bank Guarantee from any Schedule Bank in favour of Project Director Bihar Council on Science & Technology, Patna.** It must be submitted online, as per the terms and conditions mentioned in this document. EMD should not have been issued on a date later than the last date for submission of bidding document i.e., **09/07/2024.**
- b) The EMD of unsuccessful bidder will be returned to them without any interest, after execution of the contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- c) The EMD shall be forfeited by Bihar Council on Science & Technology, Patna hereunder or otherwise, under the following conditions:
  - If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
  - If a bidder withdraws its bid during the period of bid validity as specified in this Tender and as extended by the Bihar Council on Science & Technology, Patna from time to time.
  - In the case of selected bidder, if it fails within the specified time limit:
    - i. to sign the contract and/or
    - ii. to furnish the Performance Security (PS), before signing the contract agreement, within the period prescribed in the Letter of Intent (LoI).

## 7. Bid Validity

The submitted bids shall remain valid for a period of 180 days after the date of submission.

## 8. Signing of the Contract

The Contract document/Agreement between Bihar Council on Science & Technology, Patna and selected bidder should be executed within 21 days of the issue of the Letter of Intent (LoI). The selected bidder will have to submit the Performance Security (PS), as applicable before signing of the agreement. Non-fulfilment of this condition will result in cancellation of the award and forfeiture of the EMD with consequential action if so desire.

## **9. Duration**

The contract, if awarded, shall be initially valid for a period of one years (01 years) from the date of award. The contract may be extended for further period of two years (02 years) on annual basis on same terms and conditions subject to satisfactory performance.

In case of breach of contract or in the event of not fulfilling the minimum requirements/ statutory requirements, Bihar Council on Science & Technology, Patna shall have the right at any time to terminate the contract forthwith in addition to forfeiting the Performance Security amount deposited by the bidder and initiating administrative actions for blacklisting, etc.

## **10. Sub-Contract**

Sub-contracting of the work/part of work would not be allowed under any circumstances and contract may be terminated in case the bidder sub-contracts its liabilities/ responsibilities/ obligation to other. Penal action may also be taken against the bidder.

## **11. Modification to Contract**

The contract when executed by the parties (Bihar Council on Science & Technology, Patna, and the bidder) shall constitute the entire contract between the parties (Bihar Council on Science & Technology, Patna, and the bidder) in connection with the services and shall be binding upon the parties (Bihar Council on Science & Technology, Patna, and the bidder). Modification, if any, to the contract shall be in writing and with the consent of both the parties (Bihar Council on Science & Technology, Patna, and the bidder) and not otherwise.

## **12. Commencement of Services**

The Agency shall commence the Services within a period of two (2) weeks from the Effective Date.

## **13. Performance Security**

- a. The successful bidder shall have to furnish a performance security equivalent to 5% of the project cost of one year in the shape of a Bank Guarantee issued by a scheduled Bank in favour of Project Director, Bihar Council on Science & Technology, Patna. The Bank guarantee shall be as per proforma at "Annexure 3" and remain valid for a period, which is six months beyond the date of expiry of the contract. The Performance Security will be returned to the bidder, upon validation of completion of all contractual obligations including warranty.
- b. The performance security should be submitted before executing the contract /signing of the contract document positively.
- c. If the bidder violates any of the terms and conditions of tender document of this Notice Inviting Tender in any manner, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Bihar Council on Science & Technology, Patna and the contract may also be cancelled/terminated. Further, the bidder may be blacklisted for a reasonable period as decided by the Department of Science, Technology and Technical Education/ Indra Gandhi Planetarium (IGP)Patna.

#### 14. ELIGIBILITY & EVALUATION CRITERIA

This invitation is open to organisation who fulfil the eligibility & qualification criteria specified here under.

Sn	Eligibility Criteria	Mandatory Documents to be submitted by the bidders
1	The Bidder should be an established entity registered under Companies Act 1956/2013 or Partnership Act 1932 or Limited Liability Partnership Act 2008	<ul style="list-style-type: none"> <li>For Company- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013.</li> <li>For Partnership Firm- Registration Certificate issued under Partnership Act 1932, along with Partnership deed.</li> <li>For Limited Liability Partnership (LLP) Firm- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under Limited Liability Partnership Act 2008.</li> </ul>
2	The Bidder must have average annual turnover of not less than <b>INR 1 crore</b> in last three financial years (FY 2020-21, FY 2021-22 & FY 2022-23), as evidenced by the audited accounts.	Audited Balance sheet and Profit & Loss Account for last three financial year (FY 2020-21, FY 2021-22 & FY 2022-23)
3	Bidder will provide self-attested copies of (i) PAN card of bidder/firm (ii) Income tax return (ITR) of last three years financial year (FY 2020-21, FY 2021-22 & FY 2022-23), (iii) GST Registration Certificate.	Self-attested copies of: (i) Bidder's PAN card (in case of Proprietorship)/ PAN card of the Firm (ii) Copy of Income Tax Return (ITR) for last three financial year (FY 2020-21, FY 2021-22 & FY 2022-23), (iii) Copy of GST Registration Certificate.
4	Experience of at least 2 projects related to Social Media Management in last 3 calendar years with Central / State Government Organization / Public Sector Unit (PSU) in India.	Experience certificate/ Completion certificate/work order issued by the Employer/ organisation
5	Agency shall have at least 5 full-time employees on payroll as on date one year prior to proposal submission due date.	Appointment letter along with form -16.
6	At least 5 years of experience in Social Media Management with the Central / State Government Organization / Public Sector Unit (PSU) in India.	Experience certificate/ Completion certificate/work order issued by the Employer/ organisation
7	Declaration that the bidder has not been debarred / blacklisted by any Government/ Semi-Government Organization etc.	As per annexure 4

## 15. Technical Evaluation

### a. Criteria (Documentary evidence as per Annexure 1)

Criteria	Details	Marks	Details	Marks
Number of years of experience in Social Media Management with the Central / State Government Organization / Public Sector Unit (PSU) in India	>=3 to <=5 years	10	>5 years	15
Full-time employees on payroll as on date one year prior to proposal submission due date.	>=5 to <=7	10	>7	15
Average turnover of the company in the last 3 years FY 2020-21, FY 2021-22 & FY 2022-23)	=> Rs 1 crore <2 crore	10	=>2 crore	15
Experience of completing projects related to Social Media Management in last 3 calender years with Central / State Government Organization / Public Sector Unit (PSU) in India.	=>2 to <5	5	=>5	10
<b>Total</b>				<b>55</b>

**Note:** Bidders score 60% or more i.e 33 marks or more, shall qualify for the presentation.

### b. Presentation (total marks 25):

Bidders scored 33 marks (60% of total) shall be invited through email for giving presentation on methodology, action plan and others. The entire technical proposal shall be evaluated based on the marks scored against eligibility criteria and presentation (a+b).

**Agencies score at least 70% or more i.e 56 marks, shall be qualify for the financial evaluation.**

## 16. Financial Evaluation

Financial bids (as per Annexure 2 format) shall be opened only for the vendors whose bids are found to be Technically fit/ substantially responsive and complying with minimum qualifying criteria.

- i) Bihar Council on Science & Technology, Patna will open the financial bids of only Technically Qualified bidders, in presence of the Nodal Officer / designated representatives of the bidder who choose to attend, at the time, date and place, as decided and communicated by Bihar Council on Science & Technology, Patna.
- ii) Discrepancy in the financial bid, it will be dealt as per the following:
  - a. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
  - b. If there is a discrepancy between words and figures, the amount in words shall prevail.
- iii) Of all the Financial Bids opened, the bidder whose financial bid is lowest (hereby referred to as L1 bidder) will be considered eligible for award of contract.
- iv) In case more than one bidder has quoted same Price, the bid shall be evaluated through a lottery system and the videography of the complete process shall be kept as a record.

## 17. Terms of reference:

### 17.1 Objective:

The broad objectives include which is not limited to:

- a. Develop and Deliver service on Social Media Platforms to create awareness about Department projects & works done.
- b. Create, update, and maintain relevant & defined social destinations.
- c. To create a strong audience community.
- d. To increase visibility of DSTTE in the state.
- e. To create a simple and user-friendly system for exchanging ideas and feedback.

### 17.2 Scope of services includes which is not limited to:

- **Creation & Maintenance of Social Media Platforms:** The Agency shall create and maintain social media Platform for DSTTE including Facebook Page, Twitter Profile, YouTube Channel, and Instagram.
- **New Look:** Give all Social Media Platforms a new look every week by putting up new creative features, theme lines, links etc.
- **Updates:** Regular informative and promotional updates in the form of relevant text, pictures, infographics, audio, unique & interactive content, interviews, news, quiz, etc.
- **Engage with users:** Regularly organize online surveys, quizzes, contests on all platforms in consultation with the DSTTE.
- **Coordinate** with BEU/BCST/SBTE/Institutes and other organisations' Social Media teams to increase reach and bring about a synergized approach.
- **Query Management:** All queries received on all platforms which need not require inputs from the DSTTE/BCST/SBTE must be replied to within 96 hours and all queries which require a consultation with the DSTTE/BCST/SBTE should be answered within two working days.
- **Gate Keeping:** Moderation of all platforms with a frequency of 6 times a day in order to deal with spam, unauthorized advertisements, inappropriate content etc.
- **Tagging:** Create relevant tagging & linkages of content on all platforms.
- **Photo Bank:** A still Photo Bank with cataloguing needs to be developed consisting of at least 100 high quality and high-resolution aesthetic photographs (Corbis or Getty Images quality) per year on various themes/ aspects of DSTTE.
- **Copyright:** Content shared online must be copyright protected and unauthorized use of this must be monitored.
- **Reporting:** The agency must submit bi-weekly, "Effectiveness Analysis and Reports to BCST on the effectiveness of the social media strategy.
- The agency must submit an analysis on the steps undertaken for overall promotion of DSTTE on the Social Media Platforms and the results achieved.
- **Team:** The agency must position dedicated key personnel mainly Content Developer and writer, Social Media Manager, and Graphic Designer in Patna during the period of contract.

### 17.3 Teaming Arrangement

The Agency shall constitute following team having experience of working with Central / State Government Organization / Public Sector Unit (PSU) in India:

S No	Key Personnel	Minimum Qualification	Minimum Experience
1	Content Developer and writer	Graduate in Literature/ arts/ mass communication / journalism	At least 3 years' experience in developing content and writing
2	Social Media Manager	Graduate in any discipline	At least 1 years' experience in social media management
3	Graphic Designer	Graduate in any discipline	At least 3 years' experience in graphic designing

Note- Manpower shall be selected by the agency in consultation with the DSTTE/BCST. Approval of the DSTTE shall be final in selection of the candidates.

### 18. Agency's actions requiring the DSTTE's/BCST's prior approval.

The Agency shall obtain the DSTTE's/BCST's prior approval in writing before taking any of the following actions:

- a. appointing such manpower as are not listed above.
- b. content for publication.
- c. any other action that is not specified in the Agreement/contract.

### 19. Substitution of Key Personnel

The DSTTE/BCST expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The DSTTE/BCST will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Agency and the concerned Key Personnel. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the DSTTE/BCST. No payment shall be made during substitution or vacant period of the personnel. Delay in deployment of manpower shall be subject to penalty which will be decided by DSTTE/BCST.

### 20. Travel by personal:

The personal should ensure travel (at least 4 times in a month) of Engineering colleges and Polytechnics to collect best practices and content to be uploaded to the social media sites at the cost of the agency. Beyond 4 travels, cost of travel will be borne by DSTTE.

### 21. Obligation of DSTTE/BCST

Unless otherwise specified in the Agreement, the DSTTE/BCST shall make best efforts to ensure:

- (a) provide the Agency and its Personnel Identity card/work permit and such other documents as may be necessary to enable the Agency or its Personnel to perform the Services.
- (b) issue to officials, agents, and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

### 22. Deliverables and Payments

The Agency shall deliver outputs and deliverables as agreed with the DSTTE/BCST from time-to-time. An indicative list of outputs is as follows:

- a. No advance payment will be considered by the BCST.

- b. Payment to the selected agency would be made on quarterly basis for those activities completed.
- c. On completion of activity, the agency would submit an invoice in triplicate with supporting documents, if any, to the BCST for payment. After completion of the due procedures, in the BCST, payment will be made by electronic transfer of funds to the bank account of the agency concerned in India Rupees.
- d. For facilitating Electronic Transfer of funds, the selected agency will be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the agency.

## **TERMINATION, DISPUTE RESOLUTION & OTHER**

### **23. Termination of Contract**

- a) If any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent (LoI) or agreement formalization after signing of contract, shall be liable for punitive action amounting to blacklisting of the bidder, including the forfeiture of concerned EMD and/or Performance Security also, whatever it relates.
- b) Notwithstanding contained here, the Bihar Council on Science & Technology, Patna prejudice to any other contractual rights and remedies available to it, shall by written notice of default sent to the bidder, terminate the contract in whole or in part, if the bidder fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract and the firm may be blacklisted, consequently the performance security may be forfeited.
- c) **Termination for Insolvency** - If the bidder becomes bankrupt or otherwise insolvent, it will inform to the Bihar Council on Science & Technology, Patna within 30 days written notice to terminate the contract. Bihar Council on Science & Technology, Patna reserves the right to terminate, without any compensation, whatsoever, to the bidder, and may forfeit the performance security.
- d) **Termination by mutual consent** - In the event the Bihar Council on Science & Technology, Patna and the bidder mutually agrees to terminate the contract, either party shall give 90 days' written notice to the other party and after the consent of both the parties contract may be terminated without any Legal or financial obligation on any party to the contract.
- e) **Termination due to unsatisfactory performance:** Contract with the agency would be terminated in the following circumstances:
  - I. Agency fails to begin work within two (2) weeks of the contract being awarded.
  - II. Fail to ensure replacement of manpower (if any) within 15-day period of being notified by BCST.
  - III. Fail to carry out its responsibilities or improve its performance following adequate reminders and ample opportunities provided by BCST.

*Note: The principle of Natural Justice shall be followed in the instances.*

#### **24. Force Majeure**

- a) For purposes of this clause, Force Majeure means an event beyond the control of the bidder and not involving the bidder's fault or negligence, and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, earthquake, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- b) If a Force Majeure situation arises, the bidder shall promptly notify the Bihar Council on Science & Technology, Patna in writing of such conditions and the cause thereof within 7 days of occurrence of such event. Unless otherwise directed by the bidder in writing, the bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.

#### **25. Notices**

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or e-mail or by post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract between the Bihar Council on Science & Technology, Patna and the bidder.

#### **26. Resolution of Disputes**

- a) Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties.
- b) If any further dispute arises between the parties thereupon, the same will be settled as per the extant law of land through the competent court of law under the territorial jurisdiction of Patna only.

#### **27. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

**<Company Letter head>**  
**Technical Bid Format**  
**Engagement of Agency for Social Media Management**

1.Name of the company/firm and Complete Postal Address (as per Registration Certificate)				
2. Company/Firm Profile:				
3. Name, Designation and Tel. No(s) of the Contact Person, Mobile /Phone and email address.				
4. Declaration that the bidder has not been debarred / blacklisted by any Government/Semi-Government Organization (As per annexure 4)				
5. Total Number of years of experience in Social Media Management with the Central / State Government Organization / Public Sector Unit (PSU) in India				
6.Statutory details (photocopy to be attached) a) Registration No. of the Firm- b) PAN- c) GST Reg. No.-				
7. Full-time employees on payroll as on date one year prior to proposal submission due date.	Name (List of employees – at least 5)		Date of Joining	
	1.	2.	3.	
8. Average turnover of the company in the last 3 years	FY 2020-21	FY 2021-22	FY 2022-23	
9. Experience of completing projects related to Social Media Management in last 3 calendar years with Central / State Government Organization / Public Sector Unit (PSU) in India.	Name of the Project	Name of the Party (Central / State Government Organization / Public Sector Unit (PSU) in India.)	Date of Starting of project	Date of completion of project
	1.			
	2.			
	3.			

***Note: Attach necessary documentary evidence to substantiate information mentioned above.***

***\* If the contract is successfully completed, the bidder must provide a completion certificate for that duration.***

**< Authorised Signature >**

**Name :**

**Designation :**

&lt;Company Letter head&gt;

**FINANCIAL BID FORMAT**

To,

Project Director,  
 Bihar Council on Science & Technology,  
 IGSC-Planetarium,  
 Adalatganj, Patna-800001

**Engagement of Agency for Social Media Management**

S.no.	Item	Bid amount (A)	Applicable tax (B)	Remarks (if any)
1	Social Media Management and manpower charges inclusive of all travelling and other expenses, as per scope of work as mentioned in RFP, for one year (applicable tax extra)			
<b>Total (A+B)</b>				

**Bid amount in words** - .....

&lt;Authorised Signature&gt;

Name:

Designation:

**Note:** In case of any discrepancy amount quoted in words only shall be considered.

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

.....  
.....

Dear Sir,

WHEREAS..... (*Name of Bidder*) hereinafter called "the Bidder" has been identified and selected for ....., and has undertaken, in pursuance of Contract dated ... 2024 (hereinafter referred to as "the Contract") to implement the [Name of the project: **Tender Notice for Engagement of Agency for Social Media Management for Bihar Council on Science & Technology, Patna.**

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the project/performance of the [Name of the Project] as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give **Project Director Bihar Council on Science & Technology, Patna** the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs. ....../- (*..... rupees only*) to Bihar Council on Science & Technology, Patna under the terms of their contract dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards Bihar Council on Science & Technology, Patna under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from Bihar Council on Science & Technology, Patna stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to Bihar Council on Science & Technology, Patna any and all sums demanded by Bihar Council on Science & Technology, Patna under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from Bihar Council on Science & Technology, Patna to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr..... (*Mention the official address of the Bank*)
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of ..... **months** from the date of its execution.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- a. any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.
  - b. any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between bidder and the Bank.
5. The Bank also agrees that Bihar Council on Science & Technology, Patna at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against bidder and not withstanding any security or other guarantee that Bihar Council on Science & Technology, Patna may have in relation to the bidder's liabilities.
6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of Bihar Council on Science & Technology, Patna or any other indulgence shown Bihar Council on Science & Technology, Patna or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
7. This guarantee shall be governed by the laws of India and only the .....courts of .....Patna only, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the ..... Day of .....2024

Witness 1:

Name:

(Signature)

Witness 2:

Name:

(Signature)

**ANNEXURE 4**

**Format for Declaration by the bidder for not being Blacklisted/Debarred:**

**To be executed on a non-judicial stamp paper of appropriate stamp duty.**

Date:

To,

**Project Director,  
Bihar Council on Science & Technology,  
IGSC-Planetarium,  
Adalatganj, Patna-800001**

Subject: Submission of proposal in response to the Tender for “\_\_\_\_\_”

Ref: Tender No. :

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company/Firm \_\_\_\_\_ is not blacklisted / banned / debarred/ declared ineligible / declared having dissatisfactory performance and not banned by the Government of Bihar/ Any other State Government/ Government of India which includes any Government Department, Public Sector Undertakings of the Government, Statutory Department formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, Bihar Council on Science & Technology, Patna reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you.

Yours faithfully,

<Authorized Signatory >

Name:

Designation:

Address:

Telephone & Fax: