

## Tender Document

For Setting up of SOUVENIR/GIFT CORNER  
at  
Indra Gandhi Science Complex, Patna  
Bihar Council on Science & Technology,

Tender Number: - 07/2024

Issued on 24/08 /2024

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Department of Science, Technology and Technical Education  
Government of Bihar  
Technology Bhawan, Nehru Path, Patna-8000

## **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. Under the aegis of DSTTE, the Bihar Council on Science & Technology (BCST) has been established at Patna, housed at the Indira Gandhi Science Complex. The objective of the Indira Gandhi Planetarium is to enhance knowledge about the universe and improve scientific awareness through interactive displays, informative shows, and engaging exhibits. It serves as an important educational resource for students, researchers, and astronomy enthusiasts in the region. The auditorium will be extensively utilized by DSTTE, other government departments, organizations, and individuals for hosting events. Presently the average footfall to the IGP is around 1400 to 1500 per day.
2. The Indira Gandhi Planetarium is open for students and individuals of all ages. In addition to other amenities, a SOUVENIR/GIFT CORNER, consisting of items based on science, technology, innovation and art, is to be setup for selling goods and related article to guests and visitors. The management of the Bihar Council on Science & Technology, Patna (BCST), is seeking to rent out the area (approx. 630 Sq. ft.) in the planetarium premises.
3. Bihar Council on Science & Technology, Patna is soliciting e-tender through eproc2.bihar.gov.in from reputed vendor/shop owner/agency in the business of such Souvenir/Gift. The tender is limited to the renting of space for setting up of such SOUVENIR/GIFT CORNER at the designated space at Bihar Council on Science & Technology, Indra Gandhi Science Complex, Patna
4. To Participate in the e- tendering process, the bidder/agency are required to get themselves registered with eproc2.bihar.gov.in.
5. The bidder shall ensure that, while carrying out the work, fittings, fixtures, provided, if any, by the Bihar Council on Science & Technology, Patna are not damaged. Any damages done to the same or any other property will have to be repaired/ replaced by the bidder, failing which the same will be done by Bihar Council on Science & Technology at the Bidders risk and cost. In this regard, the decision of the Project Director, Bihar Council on Science & Technology, Patna shall be final and binding on the bidder.
6. The bidder shall handover premises to the Bihar Council on Science & Technology, Patna upon completion of contract /termination.
7. 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)
8. **Schedule of Events:**

Sn.	Schedule	Important dates
1	Tender No.	07/2024
2	Bid Publishing Date	<b>24/08/2024</b>
3	Pre bid meeting Date	<b>31/08/2024 at 11:30 AM Online/Offline Mode</b>
4	Last Date of submission of bid	14/09/2024 up to 11:59 PM
5	Bid opening date & Time (Technical & Financial)	Technical bid: 16/09/2024 at 11:30 AM Financial Bid: <b>To be notified later on</b>
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,

Sn.	Schedule	Important dates
		Adalatganj, Patna-800001 Email id: – pd@bcst.org.in
8	Website	https://bcst.org.in/

**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.**

9. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs-5000/- (Five thousand only) shall be submitted through online mode on [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in)
10. The technical and financial bids must be submitted as per the format available on [eproc2 www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) before the date and time specified in the Notice Inviting Tender. 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."
11. The bidders shall submit their eligibility and qualification details, certificates as mentioned in the tender document in the format annexed in the Tender.
12. 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 <14/09/2024> of bids
<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>

13. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for Bihar Council on Science & Technology, Patna the technical & financial bid will be opened on the next working day at the schedule time.
14. The bidders shall submit all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents as required for technical bid document.
15. The bidder shall submit their eligibility 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.
16. The Souvenir/Gift Corners will remain open every day as per planetarium timing or as decided by the BCST.
17. The possession of the premises to be assigned by Bihar Council on Science & Technology, Patna to the bidder for providing services will always remain with Bihar Council on Science & Technology, Patna, even when the premises are in use or not. The Tenant will vacate the premises immediately after termination of contract.
18. No structural alterations to the rented premises are permitted. Any request for structural changes would require pre-approval by the Secretary, Bihar Council on Science & Technology, Patna.
19. Tender documents shall be downloaded from the website of Bihar Council on Science and Technology (BCST) (<https://bcst.org.in/>) & [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) only.

20. All further Notifications/Corrigendum/Addendum would be notified to the bidder through appropriate channel.

### **Instruction to Bidders**

#### **1. General Instructions**

- a. The bidder shall submit his bid/tender on [eproc2.bihar.gov.in](https://eproc2.bihar.gov.in)
- b. The bidders 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](https://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 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](https://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](https://eproc2.bihar.gov.in)
- g. The bidders shall digitally sign the supporting statement, documents, certificates, uploaded by him, owing 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. Bihar Council on Science and Technology (BCST) would not be responsible for any cost pertaining to furniture, fixture etc setting up Souvenir/Gift Corners.
- i. The bidders shall attach copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificates /documents as per the Tender.
- j. The name and address of the bidder shall be clearly written in the space provided for the purpose and no over-writing, correction; insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The tender should be filled in and submitted strictly in accordance with the instructions contained herein; otherwise, the Tender is liable to be rejected.
- k. The Financial bids (as per Annexure 2) submitted by all bidders shall be valid for 180 days from the date of submission of Bid.
- l. The minimum upset price is Rs. 35000/- (Rs. Thirty-five thousand only) including electricity charges for given area 630.32 sq. ft. of souvenir gift corner. GST shall be applicable as per norms additionally. The bidder shall quote more than the upset price in the financial bid (in Rupees) (As per the format provided in annexure 2) in BOQ section on <https://eproc2.bihar.gov.in/>. Any bid less than the upset price will be rejected.
- m. All the taxes, assessments and outgoing payable from time to time to the Government Departments shall be paid by the bidder. License if any required should be taken at his own cost. BCST will not arrange or assist for the same.
- n. The bidder has to take necessary permission/approval/licence for use of BCST/ DSTTE logo on Souvenir/Gift etc.
- o. It is the bidder responsibility to take necessary approval/License for any copyright/trademark/IPR. The bidder shall indemnify, protect, and save BCST/DSTTE and its employees/officials against all claims, losses, costs, damages, expenses, action suits and other proceedings/claims resulting from infringements of intellectual property right from any organization.
- p. Any obligation pertains to insurance coverage, wage, health & safety etc as per applicable law for its manpower and infrastructure deployed/installed shall be bidders' responsibility. Bihar

Council on Science and Technology (BCST) under no circumstance would be responsible for any laps/claim whatsoever.

- q. The tender is limited to the renting of the designated space of approx. 630 Sq. ft. for setting up of SOUVENIR/GIFT CORNER.
- r. The Bidder shall not erect or install any temporary structure of fixture inside the Souvenir/Gift Corner premises or outside it, without specific written approval of the BCST.
- s. The bidder shall comply with all and every requirement of various statutory authorities for running the Souvenir/Gift Corner.
- t. The functioning of the Souvenir/Gift Corner should in no way interfere with the normal work of the Planetarium.
- u. The name of the bidder shall be prominently displayed in Hindi and English at the earmarked place for Souvenir/Gift Corner. The Corner shall be non-political in nature. The surrounding of the Corner should be kept clean. All rubbish and waste materials should be collected in a neat plastic bucket and disposed-off at the designated place.
- v. No compensation will be entertained for the loss of business on the days during which any repair works/holiday/any other reason whatsoever may be.
- w. Rent for this property shall be increased annually after first year @ 5% of the previous year rent.
- x. The bid (technical and financial details of the bidder) shall be submitted on or before the last date of submission. Tenders submitted after the stipulated date & time (closing date) shall not be considered and would summarily be rejected.
- y. In the event a qualified bidder wants to withdraw the bid, the EMD/Bid security of such bidder shall be forfeited.

## **2. Inspection of Site**

The Bidders are advised to physically visit and inspect, all the existing facilities, building and premises as such, etc. that may be necessary for preparing the bid and for entering into an agreement of the property/ies before submission. No complaints on the available facilities will be entertained later. Bihar Council on Science and Technology (BCST) would facilitate the visit/inspection of the site. Bidders shall reach to Dr. S.S Sahay, Nodal Officer, Bihar Council on Science & Technology IGSC-Planetarium, Adalatganj, Patna-800001 Mobile no: 7004209070 for visit enquiry.

## **3. 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.

## **4. Language of the tender**

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

## **5. 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 Bihar Council on Science and Technology (BCST) (<https://bcst.org.in/>) website 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.

## 6. 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 the Bihar Council on Science and Technology (BCST) (<https://bcst.org.in/>) website and [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) 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/>) and [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) website regularly for any updates/ corrigendum/ amendments etc.

## 7. Earnest Money Deposit (EMD)

- a) The tender shall be accompanied by **Earnest Money Deposit (EMD) of 5000/-** (Rs. Five thousand only) **in the shape of Internet payment gateway (IPG)/ Bank guarantee from any scheduled Bank in favour of Project Director Bihar Council on Science & Technology, Patna.** It must be submitted online mode on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) as per the terms and conditions mentioned in this document.
- b) The EMD of unsuccessful bidder will be returned to them without any interest, after execution of the contract or 30 days of opening of contract whichever is earlier. 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).

## 8. Bid Validity

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

## 9. 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.

## **10. Duration**

The contract, if awarded, shall be initially valid for a period of 05 YEARS (Five years) from the date of award. The contract may be extended for further period of 02 Years (Two years) or more year 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. After the expiry of rental period, the tenant shall surrender possession of all property movable, or immovable delivered (if any) to Bihar Council on Science & Technology, Patna under this contract.

## **11. Start of the Services and Penalty**

- a. Rent of the premises shall be started after thirty (30) days of the signing of the contract.
- b. The bidder shall make the allocated area functional, within 90 days from the date of signing of the contract with the Bihar Council on Science & Technology, Patna.
- c. If bidder fails to start the services beyond 90 days, the contract shall be terminated, and the selected bidder may be blacklisted resulting in forfeiture of performance security/bank guarantee to which, the selected bidder shall have no claims. In such a case, Bihar Council on Science & Technology, Patna shall be at the freedom to negotiate with the identified second highest bidder (H2).

## **12. Sub-Contract/Sub-letting**

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

## **13. 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.

## **14. Performance Security**

- a. The successful bidder shall have to furnish a performance security equivalent to 04 Month of rent, 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 obligation.
- 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.

### 15. 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 or Proprietorship Firm.	<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> <li>• For Proprietorship: Registration Certificate issued under Shops and Establishment Act/Copy of Income Tax Return in the name of proprietor / Copy of GST Registration Certificate or certificate from a Chartered Accountant under her/his seal and signature declaring the firm to be Proprietorship Firm.</li> </ul>
2	The Bidder must have annual turnover of not less than <b>INR 20 Lakh</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	The Bidder must have minimum three (3) years of experience in running at least 1 numbers of Souvenir/Gift Corners in Planetarium/science centre / science city/Museum or similar setup	Work order and Experience letter from the concerned organization
4	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.
5.	Declaration that the bidder has not been debarred / blacklisted by any Government/ Semi-Government Organization etc.	As per annexure 4



## 16. Technical Evaluation criteria (Documentary evidence as per Annexure 1)

Criteria	Details	Marks	Details	Marks
Total Number of years' experience in running/ operating Souvenir/Gift Corners in Planetarium/science centre / science city/Museum or similar setup	>=3 to <=5 years	10	>5 years	15
Average turnover of the company in the last 3 years (FY 2020-21, FY 2021-22 & FY 2022-23)	=> Rs 20 lakh <30 lakh	10	=>30 lakh	15
Running of Souvenir/Gift Corners in Planetarium/science centre / science city/Museum or similar setup	1 to <3	10	=>3	20
Total				50

**Note:** Bidders scoring 60% or more i.e. 30 marks or more, shall qualify for the financial evaluation.

## 17. Financial Evaluation

Financial bids (as per Annexure 2 format) quoted in BOQ section on <https://eproc2.bihar.gov.in/> portal shall be opened only for the vendors whose bids are found to be Technically fit/ substantially responsive and complying with minimum eligibility 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) Upset Price: The minimum upset price (the "Upset Price") is Rs. 35000/- (Rs. Thirty-five thousand only) including electricity charges per month + GST as applicable. The bidder shall quote upfront premium in the financial bid (in Rupees) more than upset price. Any bid less than the upset price will be rejected.
- iii) 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.
- iv) Of all the Financial Bids opened, the bidder whose financial bid is highest (hereby referred to as H1 bidder) will be considered eligible for negotiations (if any) and award of contract.
- v) 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.

## 18. Scope of Work for SOUVENIR/GIFT CORNERS:

Broad scope of work are as follows

- The bidder shall keep in stock of the following items:
  - 3D printed Souvenir/gift
  - STEM kits/books, electronic kits Arduino, Robotic kits etc
  - Scientific kits, e.g. Sundials, periscopes, telescopes, miniature telescopes and microscopes, Compasses, Gyro, Kaleidoscope, magnets, lenses, Gyro models, ready to assemble kits, circuits etc.
  - Educational games and toys
  - Books on Science & Technology
  - Scientific periodicals & magazines
  - Educational content stored electronic devices
  - Scientific and technical curios explaining principles of science
  - Geological specimens
  - Biological models, specimens, slides etc.
  - T-shirts, caps or other souvenirs on Space science etc.
  - Ceramic mugs / glassware, Photo cards, sticker labels, stationery items, posters, charts, slides etc.
  - Geographical Indication (GI) Tags of State of Bihar limited to painting, handicraft etc (Excluding edibles/fruits etc)
  - Other related items to Science, Technology, Space science etc
- The bidder shall store and display the Souvenir/Gift items in a very attractive manner in the required storage almira and display cabinets. The area should be maintained in good condition.
- The Souvenir/Gift items should be made available to the visitors by the bidder at prices not exceeding the normal retail price prevailing in the market.

**NOTE: Items mentioned above are indicative and the bidder may use his experience to add science related items. Souvenir/gift counter is not permitted to sell any kind of edibles/beauty product etc.**

## 19. Payment Terms for Rent:

- The rent amount would be the rate quoted by the bidder (H1) in the financial bid of the Tender.
- The monthly rent will be charged after one month from the date of signing of the contract agreement.
- Payment of the rent would be on monthly basis.
- No cash transaction would be entertained in any circumstance.
- Bidder should pay the rent in the designated bank account (to be notified in the Rent agreement) through online mode only (RTGS/NEFT etc) on or before 5th of every month.
- Rent for this property shall be increased annually after first year @ 5% of the previous year rent.
- A penalty of 10% of the rent may be levied on the tenant in case of any delay in payment of rent.
- Non-payment of rent for 3 consecutive months will result in termination of contract without any prior notice.

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

### **20. 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) Non-payment of rent for 3 consecutive months will result in termination of contract without any prior notice. However, the monthly rent will be charged after one month from the date of signing of the contract agreement.
- c) 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 tenant, terminate the contract in whole or in part, if the tenant 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.
- d) **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.
- e) **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.

### **21. 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.

## **22. 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.

## **23. 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.

## **24. Applicable Law**

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

DRAFT

## &lt;Company Letter head&gt;

**Technical Bid Format****Renting space for Souvenir/Gift Corners Bihar Council on Science & Technology, Patna**

1.Name of the company 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' experience in running/ operating Souvenir/Gift Corners in Planetarium/science centre / science city/Museum or similar setup (Documentary evidence)			
6.Statutory details (photocopy to be attached) a) Registration No. of the Firm- b) PAN- c) GST Reg. No.- d) Trade license no. e) Shops & Establishment Act No			
7.Turnover of the company in the last 3 Years (Audited balance sheet)	FY 2020-2021	FY 2021-22	FY2022-2023
8. Name of Souvenir/Gift Corners	Name of the Facility/premise	Address	GST number
8.1			
8.2			

**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

Renting space for Souvenir/Gift Corners @ Bihar Council on Science &amp; Technology, Patna

S.no.	Working Space	Rent per Month to be paid to Bihar Council on Science & Technology, Patna (INR) Excluding GST
1	Rent Souvenir/Gift Corners	

&lt;Authorised Signature&gt;

Name:

Designation:

**Note: Applicable GST or any other tax shall be borne by the Bidder**

**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 selection of bidder for renting out space for Souvenir/Gift Corners at 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)



**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: