Tender for

Appointment of a Social Media Management and Services Agency for
Ministry of Earth Sciences (MoES), New Delhi

MARCH 2021
Subject: Notice for Inviting Tenders (NIT) for appointment of a Social Media Management and Services Agency for Ministry of Earth Sciences (MoES), New Delhi

The Ministry of Earth Sciences (MoES) invites E-tender for Social Media Management and Services Agency for Ministry of Earth Sciences Prithvi Bhavan, Lodi Road, New Delhi.

This is an E-Tender and the Technical & Financial Bids are to be submitted On-Line only on http://eprocure.gov.in/eprocure/app. The interested Tenders are to participate in E-tendering and such tenderer should have a Digital Signature for the purpose of participation in the E-Tender process. The “Instructions for online Bid Submission are given at Annexure I”. A Pro-format for “Tender Acceptance Letter” is at Annexure II which is also to be filled in and submitted with the Technical Bid. Complete details of the NIT, viz. Scope of Work, formats for submission of the bids, Terms and Conditions etc. are as per Tender Document attached.

2. Technical Bids and Financial Bids, as per the instructions contained in the Tender Document have to be submitted separately.

3. Key Dates and information pertaining to this NIT are as under:

| Name, Designation and address of the authority to whom the bids have to be submitted | Director (Admin) Prithvi Bhavan, Lodi Road New Delhi. |
| Mode for submitting the bids | Online Submission only |
| Venue, date and Time of the Pre-bid Meeting | Prithvi Bhavan, Lodi Road, New Delhi 24 March 2021, 11.30 AM |
| Closing date & time for submission of bids. | 09 April 2021, 1730 hours |
| Venue, date & time for opening of Technical Bids | Prithvi Bhavan, Lodi Road, New Delhi. 12 April 2021, 1500 hrs |
| Venue, date & time for Technical Presentation by all bidders | Prithvi Bhavan, Lodi Road New Delhi. 22 and 23 April 2021, 1400 hrs |
| Date of publication of names of technically qualified Bidders after examination of Technical Bids | After 3 working days from completion of technical presentations through MoES web-portal (moes.gov.in) |
| Opening of Financial Bids | Prithvi Bhavan, Lodi Road, New Delhi 30 April 2021, 12.30 PM |
| Amount of Earnest Money Deposit | Rupees Two Lakh Fifty Thousand Only. |
| Bid Validity Period | 120 days from the date of opening of the Technical Bids |

4. This Notice Inviting Tender shall also form part of Tender Document and shall be returned duly signed along with the Tender Document while submission of bids.
Notice for Inviting Tenders (NIT)
for appointment of a Social Media Management and Services Agency
for Ministry of Earth Sciences (MoES), New Delhi

Open Tender No. : MoES/REACHOUT/Media/2020

Document Control Sheet

1. Open Tender Name : MoES/REACHOUT/Media/2020
2. Name of Organization (MoES) : Ministry of Earth Sciences
3. Last Date and Time for Downloading the tender document : 09 April 2021, 1730 hours
4. Pre-Bid Meeting : 24 March 2021, 11.30 AM
5. Last date & Time for submission of Bids & submission of EMD and Tender fee (in drop box at this Ministry) : 09 April 2021, 1730 hours
6. Date & time of opening of Technical Bid : 12 April 2021, 1500 hrs
7. Address for communication : Director (General Admin.)
Ministry of Earth Sciences
PRITHVI BHAWAN
New Delhi – 110013
Tel : 011 - 24669510
Tender Document

Appointment of a Social Media Management and Services Agency for Ministry of Earth Sciences, GoI, New Delhi

1. Scope of Work: Details of Scope of Work, Deliverables and Timelines are as per Annexure III to this Tender Document.

2. Submission of Tenders: Two bid (Technical & Financial) system.

(i) Technical and Financial bids should be submitted separately.

(ii) Technical Bid should be submitted in the prescribed format as per Annexure IV containing Earnest Money Deposit as prescribed and information/documents as mentioned in Para 4 of this Tender Document duly completed in all respects, signed and stamped at all pages but without indicating the rates quoted.

(iii) Financial Bid containing price bid should be submitted in the prescribed format as per Annexure V. Further information relating to submission of Financial Bids may be referred to in Para (9) of this Tender Document.

(iv) Bid is to be submitted online only.

(vi) Tenders received after prescribed closing time shall not be accepted under any circumstances.

(vii) Bids received in the format prescribed in this tender document shall only be considered. Bidders have to furnish the Technical and Financial Bids only in the prescribed forms as per Annexure IV and Annexure V, respectively. Bids not received in prescribed format shall be rejected and no correspondence in this regard will be entertained.

3. Earnest Money Deposit

(i) An amount of Rs. 2,50,000/- (Rupees two Lakh Fifty Thousand Only) shall be submitted by way of Demand Draft/Pay Order/Bankers Cheque drawn from any commercial bank in favour of DDO, Ministry of Earth Sciences, New Delhi along with the Technical Bid.

(ii) Bids received without EMD shall be summarily rejected.

(iii) EMD has to remain valid for a period of 45 days beyond the final bid validity period.
(iv) EMD of tendering firms who submit the sealed tender but withdraw the same before expiry of the tender validity date shall be forfeited.

(v) EMD of the successful tenderer shall be released only after submission of Performance Security of specific amount prescribed in this Tender Document.

(vi) EMD of the tenderers who fail to honour the bid in prescribed time limit shall stand forfeited. No representation in this regard shall be entertained by the Department.

(vii) No interest will be paid by the Department for not releasing the EMD amount within the tender validity period or at any circumstances.

(viii) EMD will be returned to unsuccessful tenderers immediately after the completion of the tendering process.

(ix) Exemption from submitting EMD: Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from submission of the EMD. However the MSE bidder has to enclose the documentary proof of its SME status.

4. Eligibility, Essential Competencies & Details to be furnished in the Technical Bid

(i) Agency should have experience in the field of social media communications management as well as experience of content writing and Graphic design & creative work.

(ii) Strong creative and content writing team with communications skills to write clearly and compellingly in English and Hindi.

(iii) Agency should have permanent staff with minimum 40 Resources.

(iv) Knowledge of the mandate and work of a Government Department/PSU communication cell would be highly desirable

(v) Agency/bidders should enclose brief organizational profile including background, availability of resource and experience of the firm.

(vi) The Bidders should have office in Delhi-NCR. Address, Telephone number of the office alongwith proof of the office at Delhi-NCR should be attached.

(vii) Agency/bidders should have at least 5 years’ experience in the field of the subject matter of this Tender Notice and should have provided/have been providing services in the field of social media communication and management to any one of the Govt. Departments/organizations/ PSUs/ Pvt. organizations etc. Documentary proof of satisfactory services in this regard should be attached.

(viii) Agency should have deployed licenced social media listening tools. Experience of social media communication campaign and managing of Social Media handles for PSU and Government Departments with a capability of real time response management.
(ix) Agency should have had experience in handling large state/national level events on social media with live coverage.

(x) Agency should have executed at least one social media management and assignment exceeding INR 50 Lakhs per annum each.

(xi) The Bidder’s average annual turnover should not be below Rs. 5 Crores for the last three years. Copies of Audited Balance Sheet for the last three years (2017-18, 2018-19, 2019-20) be attached.

(xii) The Bidder should have media planning capability and in-house multi media/ graphic design capabilities Details & proof of service facilities for Technical Support on services, maintenance and availability of multi media lab components and manpower are to be attached. Declaration by the bidder should be submitted.

(xiii) The firm should be registered under the Goods and Services Tax Rules. The Tenderer should submit a copy of registration certificate to this effect.

(xiv) The firm should be income tax assesse for last five years. Copies of Income tax returns for last 3 years and PAN/TAN Card should be enclosed.

(xv) The bids should be accompanied by Earnest Money Deposit (EMD) of the value and in the form as specified in para 3 of this Tender Document.

(xvi) All documents/proof should be attached as per Annexure-IV sequence.

(xvii) The firm should not be black listed by any Public Sector/Government Agency. A certificate in this regard may be enclosed by the bidder.

5. Validity of bids

Bids should be kept valid for acceptance by MoES for a period of 120 days after the tender opening date.

6. Pre-bid meeting with the prospective bidders

Pre-Bid meeting will be held on prescribed date and time as per details given in the Tender Notice. The tenderers shall visit MoES, New Delhi before submission of their bids and shall get familiarized with the scope of work and other terms & conditions of the tender during the pre-bid meeting.

7. Date & Time of receipt and opening of bids

Closing date & time for receipt of bids and opening of technical bids has been specified in the Tender Notice. Bidders shall note that if the date of tender opening given in the Tender Notice is declared a closed holiday by the Central Government, the tenders shall be opened on the next working day at the same time. In such an event the closing hours for receipt of tenders in MoES will stand automatically extended up to same hours of the next working day.
8. Evaluation and comparison of proposals

The technical bids will be evaluated on the basis of its responsiveness to the requirements to be fulfilled at the technical stage. In the Second Stage, the financial bid of all bidders, who have attained minimum score of 70 in the technical evaluation, will be opened and compared. The contract will be awarded to the bidder using the QCBS- Quality and Cost Based Selection method out of the technically qualified bidders.

8.1 Criteria for Technical Evaluation

Technical Bids will be evaluated as per the criteria detailed below:

<table>
<thead>
<tr>
<th>No.</th>
<th>Evaluation Criterion</th>
<th>Max. Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Background/profile and registration of organization : Brief on the profile and the track record of the agency indicating the strength and the credentials of the agency, network details, No. of Employees, in-house facilities etc.</td>
<td>10</td>
</tr>
</tbody>
</table>
| 2   | Proven practical experience with all stages of social media management and services (on the basis of No. of major assignments as given below). 3 marks for each assignment.  
   (a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. or  
   (b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. or   
   (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.     | 15         |
| 3   | Past experience of handling similar assignments with Govt. of India related organization. Preferred in the field of science and technology (on the basis of experience in years for these major assignments)  
   10 Marks for Science & Technology projects and 5 Marks for others.                                   | 10         |
| 4   | Qualifications (education, general qualifications, publications, articles, previous experience within or outside the company) of proposed staff. & Proficiency in usage of the latest Tech-Know-How for major assignments | 15         |
| 5   | Average Turnover for last three years (2016-17, 2017-18, 2018-19)  
   (Attach Auditor/CA Certificate)  
   Up to 2 Cr – 5 marks  
   More than 2 Cr - 10 marks                                                      | 10         |
| 6   | Proposed Creative Communication and Social Media strategy plan for MoES to be submitted and presented before the committee                                         | 40         |

**TOTAL Score** 100
9. Financial Bids

(i) All the bids which qualify in the technical evaluation stage will only be considered for opening of their financial bids.

(ii) Venue, date and time for opening of the financial bids will be informed to the selected bidders by e-mail to the concerned person authorized by the firm.

(iii) Financial bids will be opened in the presence of technically qualified bidders who wish to present on the occasion.

(iv) The financial bid must be submitted as per the format given at Annexure V.

(v) The rates quoted should be inclusive of GST. The rate at which the GST has been included should be clearly mentioned in the bid. In case nothing is mentioned, it will be assumed that taxes/other levies are included in the rates quoted.

(vi) Rate should be quoted on comprehensive basis for carrying out all works as mentioned in the tender document.

(vii) QCBS- Quality and Cost Based Selection method will be used for selection of bidder out of the technically qualified bidders.

**Financial Bid Evaluation:** Proposal with the lowest cost (L1 bidder) will be given a financial score of 100 and other proposal given financial scores that are inversely proportional to their prices.

Example:

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Total amount quoted (Rs.) of Financial Bid</th>
<th>Financial Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) A</td>
<td>80</td>
<td>80/80 x 100 = 100.00</td>
</tr>
<tr>
<td>(2) B</td>
<td>100</td>
<td>80/100 x 100 = 80.00</td>
</tr>
<tr>
<td>(3) C</td>
<td>150</td>
<td>80/150 x 100 = 53.33</td>
</tr>
</tbody>
</table>

**Overall Evaluations – Identification of successful bidder:**

Total/Final Score as per criteria Technical/Quality Score X Technical Weightage in % i.e. 70% + Financial Score X Financial Weightage i.e. 30%.

The Bidder who obtains maximum Total/Final Score will be declared as successful bidder.
Example:

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>Technical/Quality Score obtained</th>
<th>Financial Score obtained</th>
<th>Calculation</th>
<th>Final Score</th>
<th>Rank of the Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>85</td>
<td>100</td>
<td>(85 <em>70%) + (100</em>30%)</td>
<td>59.50 + 30.0 = 89.50</td>
<td>L2</td>
</tr>
<tr>
<td>B</td>
<td>97</td>
<td>80</td>
<td>(97 <em>70%) + (80</em>30%)</td>
<td>67.39 + 24.0 = 91.39</td>
<td>L1</td>
</tr>
<tr>
<td>C</td>
<td>90</td>
<td>53.33</td>
<td>(90<em>70%)+(53.33</em>30%)</td>
<td>63.0 + 15.99 = 78.99</td>
<td>L3</td>
</tr>
</tbody>
</table>

Here Bidder “B” will be declared as successful bidder.

(viii) In case two firms offer the same lowest net bundled prices, then only the past experience for similar kind of work by the firms shall be considered for evaluation purpose. The decision of the Department shall be final and binding.

10. Performance Security

a) Successful bidder shall be required to furnish a Performance Security for an amount equivalent to 10% of the total contract value in the form of Bank Guarantee from any Commercial Indian Bank with a validity of the whole contract period and 60 days beyond the date of completion of the contract period.

b) Performance Security has to be submitted within 7 days working from the date of issue of the work order/award of the contract.

c) Non-submission of Performance Security Deposit in the prescribed form or in timely manner shall lead to suspension of the contract and forfeiture of the amount of EMD of the bidder.

d) Performance Security of the firm will be forfeited in the events as mentioned under General Terms and Conditions in this Tender Document.

11. Award of contract

(i) The contract will be awarded to the tenderer using QCBS selection method.

(ii) The tenderer whose rate is accepted shall be notified for award of the contract prior to expiration of the tender validity period.

(iii) The terms and conditions stipulated in the tender document shall be fully applicable to the resultant contract and shall be integral part of the contract concluded.

(iv) MoES reserves the right to accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without assigning any reason. Further, MoES reserve the right to make partial changes within the general scope of the contract prior to award of contract after pre-bid meeting particularly related to payment terms, performance security and any technical issue arising out of the discussions during pre-bid meeting and same will be intimated through MoES web portal (moes.gov.in).
12. Contract period

(i) The successful bidder shall sign a contract /agreement with MoES as per terms conditions specified in this NIT. The format of agreement will be provided after finalization of successful bidder. The contract also shall include non-disclosure agreement.

(ii) The total period of the contract will be for one year from the date of commencement of contract. The contract is extendable to 2\textsuperscript{nd} year based on the satisfactory services and certified as required. However, contractor has to comply with the time schedule given for deliverables.

(iii) This period can be extended/ shortened at the discretion of the Ministry. There shall be an option to renew the empanelment for a further additional period of 1 year based on satisfactory performance and with the existing Terms and conditions. The Ministry will have the right to drop the agency from the said assignment without assigning any reason whatsoever. \textit{Ministry also reserves the right to modify the terms and conditions.}

13. Payment Terms

(i) No advance payment will be made.

(ii) Payment shall be made on Monthly basis as felt appropriate by MoES after analyzing the monthly reports as submitted by the agency at end of the month.

(iii) Tax Deduction at Source (TDS): TDS shall be deducted from each bill/invoice (as applicable) of the contractor under the statutory rules of Union Govt. in respect of Income Tax & other Taxes etc.

(iv) The documents required for processing of payments are:-

a) Invoice.

b) Certificate of completed work, for which the invoice has been raised, from the authority designated to oversee the progress/execution of the contract.

14. Applicable law

The contract shall be interpreted in accordance with the laws of Union of India. For judicial adjudication, the disputes, if any, arising out of the Contract shall be subject to the jurisdiction of the Courts in Delhi only and will be settled accordingly.

15. Disputes & Arbitration

(i) All disputes arising out of execution of the contract shall be settled through arbitration. Both the parties shall first try to resolve the disputes amicably by mutual consultation. If they fail to resolve the disputes by such mutual consultation within 21 days, then, depending upon the position of the case, either of the party shall give notice to the other party of its intention to commence arbitration as per the Indian Arbitration and Conciliation Act, 1996.
(ii) Sole Arbitrator shall be appointed by Secretary, MoES, New Delhi within 30 days of notice regarding appointment of Arbitrator.

(iii) The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996.

(iv) Notwithstanding any dispute between the parties, the agency shall not be entitled to withhold, delay or defer his obligation under the contract and the same shall be carried out strictly in accordance with the terms & conditions of the contract.

16. Liquidated Damages

In case the firm does not comply to the terms & conditions mentioned in the contract, action shall be taken against the firm to recover liquidated damages including administrative expenses which shall be a sum equivalent to 1% of the total contract amount per week for unfinished work and the total damages so claimed shall not exceed 10% of the total contract amount.

17. Penalty Clause

In case any of the onsite manpower resource remains absent, a penalty of Rs. 6000/- (Rupees Six Thousand only) per day for Team Lead and Rs. 2500/- per day for any of professional resource will be imposed.) The firm has to complete the job assigned / as listed in the Key Deliverables section in Annexure I, within the joint agreement time and if the job is not completed within the stipulated time, a penalty @ 1% of the contract value for any uncompleted job as per the key deliverables for each day of delay will be imposed on the firm.

18. GENERAL TERMS AND CONDITIONS:

a) Any conditional offers made by the tenderer or any alternations/ corrections made in the tender form shall not be considered. Similarly incomplete and unsigned tender documents will be summarily rejected.

b) Bids submitted by fax/email or after the due date and time will not be accepted.

c) This Notice Inviting Tender and the Tender Document shall be duly signed and stamped will be submitted with technical bid.

d) While submitting the tender for this work the tenderers shall be deemed to have read, understood and accepted all the terms and conditions stated in the tender document. Any doubts or clarifications with regard to the interpretation of the Terms & Conditions stipulated in this Tender Notice, shall be got clarified in the pre-bid meeting. Requests for postponing the tender opening date for the same shall not be accepted.

e) The bidder should be a company registered under the Indian Companies Act 1956/2013 or firm. Joint Ventures & Consortiums are not allowed to participate in the bid.
f) Tenderer shall treat the tender specifications and contents thereof as confidential.

g) The rates should be quoted inclusive of the cost of Services, Manpower cost, Transportation, maintenance for a minimum period of 1 year, Printing of Questionnaires and report generation and also inclusive of charges of GST/VAT and other taxes/charges as applicable.

h) The Agency/Firm shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by MoES and MoES will, in no case be responsible or liable for those costs regardless of the conduct or outcome of the Tendering process.

i) Agency/Firm shall attend the Pre-Bid Meeting as per schedule through its authorised representative at its own cost.

j) The Contractor and his staff must abide by various rules, regulations and instructions of Ministry of Earth Sciences as prevalent/issued from time to time.

k) The contract once awarded can be terminated by either party after giving two months’ notice to the other party. Nevertheless, Ministry of Earth Sciences would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not found up to the standard, or in case there is any violation of the terms and conditions of the contract or MoES/GOI rules & regulations, or if there is any incident of indiscipline on the part of the Contractor or his staff. The decision of Secretary MoES in this regard would be final and binding on the Contractor.

l) If the service of the agency continuously remains deficient, the Performance Security of the agency would be forfeited.

m) Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.

n) Frequent changes of contract employees shall not be preferred but any changes shall be done with prior notice and to the satisfaction of MoES.

o) MoES reserves the right to reject any or all tenders and to cancel the process at any time prior to award of contract without assigning any reason.

p) The contractor shall not divulge any information that is made known to him or he may come across during execution of the contract to any person not authorized to receive such information.

q) All information, document, photos and data coming in the possession of firm as a result of the execution of the job shall all at time remain the property of MoES. The firm shall not make or allow to make an unauthorized copy, use, access or other utilization of these materials commercially or otherwise, directly or indirectly except as agreed to by the MoES. The firm shall also ensure complete confidentiality of the information and data provided to carrying out the job.
r) The firm has to complete the job assigned within the joint agreement time and if the job is not completed within the stipulated time, a penalty @ 10% of the cost of the uncompleted job for each day of delay will be imposed on the firm.

s) The MoES will have no liability regarding transportation, boarding and lodging of firm and their staff.

t) The agency/Firm shall be responsible to make payment to the Manpower deployed at MoES site on monthly/regular basis.

u) Suitable space with Furniture/PC/Internet Connection will be provided by MoES to the onsite support staff for social media management and services related activities only. All design & development work shall be carried out by the agency at their own site. Any specific s/w tool with required license will be arranged by the contractor from their own resources and any work should not delay for such reasons.

v) The support manpower deployed at MoES site will be the sole liability of the contractor and any issues regarding the same will be the sole responsibility of contractor only.

(w) There shall be no relationship of employer-employee between the MoES and Staff deployed by the Agency and they should be governed by the Agency.

x) Working hours and days will be as per the norms followed at MoES.

y) Tenderer shall provide the backup of support manpower in case of non-availability of the any of the resource manpower deployed at MoES. Penalty will be imposed for any absence of any resource manpower as per Penalty clause at Point No. 16.

z) Under no circumstances the firm shall appoint any 3rd party or sub-lease/sub-let the contract.

aa) The rate quoted shall remain firm during the period of contract.

ab) The firm shall provide backend support from their office.

ac) The Tenderer shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to personnel deployed onsite at MoES. MoES shall have no liability in this regard.

***************
Annexure I

Tender No. MoES/REACHOUT/Media/2020

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app.) by clicking on the link “Online Bidder Enrollment” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certified with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/TCS/nCode/eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to other which may lead to misuse.
6. Bidder than logs on to the site through the secured long-in by entering their user ID/password and the password of the DSC/ e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the requirement documents/ tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.
PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. To avoid the time and effort required in uploading the same set of standard document which are required to be submitted as part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender documents.

3. Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.

4. Bidder should prepare the EMD as per the instructions specified in the tender documents. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in their tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has given as a standard BoQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it only online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed
by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender documents and the terms and conditions contained therein should be addressed to the Tender inviting Authority for a tender or the relevant contract person indicated in the tender.

2. Any queries relating to the process of online bid submission or queries relating to CCP Portal in general may be directed to the 24×7 CPP Portal Helpdesk. The contact number for the helpdesk is 180030702232.
TENDER ACCEPTANCE LETTER

Date:

To
Director (General Administration)
Ministry of Earth Sciences Prithvi Bhawan
Lodhi Road, New Delhi-110003

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No. No. MoES/REACHOUT/Media/2020

Name of Tender/Work: Appointment of a Social Media Management and Services Agency for Ministry of Earth Sciences (MoES), New Delhi

Dear Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely www.moes.gov.in or central Public Procurement Portal of Govt. of India i.e eprocure.gov.in as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/ we have read the entire terms and conditions of the tender documents from page No. 1 to 28 (including all documents like annexure(s), schedule(s) etc. which form part of the contract agreement and I/We shall abide by the terms /conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department / organization on the website too has also been taken into consideration, while submitting this acceptance letter.

4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.

5. In case any provisions of this tender are found violated then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/ bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully
Annexure III

Scope of Work, Deliverables and Timelines

The scope of work of the selected agency shall be, but not limited to, the following:

a) The agency will be responsible for handling, managing and maintenance of all official social media handles of MoES. The agency will study the activities of existing MoES communication cell and simultaneously prepare a communication plan after discussion with all Program Divisions of MoES and submit it within 7 days.

b) Minimum of ten qualified and experienced professionals are required to be posted onsite at MoES. One each for following jobs and shall work in coordination with team spirit. Good Communication skill in English & Hindi is essential requirement. Minimum three other qualified & experienced professional will support offsite from agency’s office

   i. One professional Media Consultant – cum- Team Leader for content writing for press releases as per requirement in print & electronic media, interviews with MoES officials, project-based feature stories for magazines and dailies etc. Regular media mapping exercise including scrutiny of Earth Sciences related news, publications and electronic media coverage on projects. He/she must be a post graduate with degree/diploma in Journalism/ Mass/ Media/ Communication etc and having minimum of 7 years of experience in the field of media & communication. Experience in the field of Science/Earth Sciences will be preferred advantage.

   ii. Three professionals – Social Media Managers with expertise in social media (Twitter/ Facebook/ YouTube/ Instagram/Google+ etc.) management, content writing on regular day to day basis. He/she must be graduate preferably with degree/diploma in Journalism/Communication/Media etc and with minimum 2 years of field experience.

   iii. Three professionals – Graphic designers with field experience in Conceptualizing, graphic designing, web designing and publishing tools.

   iv. Three professionals - Content writers (both in Hindi and English)

   v. Additional supportive onsite/offsite manpower shall be provided by the agency as and when necessary for time bound activities without any further financial assistance.

c) Setup a digital command centre for regular updates of MoES activities, initiatives and address people concerns.

d) Implement strategies to build and engage the community in a creative manner

e) Management and growth strategy of all social channel

f) Onsite and offsite Support team in consultation with MoES shall plan social media strategy.
Work to be done on Social Media will include, but not limited to:

i) The bidder shall prepare a social media communication strategy for effective dissemination of all the MoES activities on all social media channels (Twitter/Facebook/Instagram/YouTube).

ii) The social media management will consist of post creation, posting and driving of innovative outreach campaigns. The agency needs to provide a detailed plan of campaign ideas & timing.

ii) The bidder shall make prompt and proper updating of Facebook/Twitter/Instagram/Blogs/etc. and other social media activities of the department through its onsite and offsite support team in consultation with MoES.

iii) Posting and filtering of user comments, providing responses to all official social media handles & profiles, and creation of relevant tagging & linkages.

iv) Repackaging of the content (videos and photographs) into suitable formats (video packages and others).

v) Giving new & colourful look to all social media handles in form of artwork, creative, themes, etc.

v) The bidder shall be responsible for posting and filtering of user comments, providing responses to all the official social media handles/profiles, and creation of relevant tagging & linkages of the content on all the platforms.

vi) The bidder shall set up a complete social networking management system for MoES and manage the various social media platforms of MoES in English, Hindi and regional languages.

vii) The bidder shall be responsible for round the clock moderation of all social media platforms to address spam, unauthorized and inappropriate content, etc.

viii) The bidder shall manage live events through Facebook, Twitter, Youtube, etc.

ix) The bidder shall publicize all the national and international events, seminars and workshops including Earth Day, Environment Day, Ocean Day, WMO day, Science day, MoES foundation day, etc. as suggested by MoES through these social media platforms.

x) All queries received on all the platforms which need not require inputs from MoES must be replied to within 24 hours and all queries which require a consultation with MoES should be answered within two working days.
xi) The bidder shall use a good industry standard monitoring tool for analyzing comments/remarks about MoES in various media like newspapers, magazines, blogs, social media platforms, etc., both offline and online, national and international.

xii) The bidder would be responsible for storage of content and data by means of Online/Offline archival support including cloud-based servers (online) and servers at MoES premises (offline). The archival system should have back up storage with long-term retention. The content shall be available for minimum one year. The required hardware will be supplied by MoES.

xiii) The bidder shall be responsible for enhancement of the reach of the messages on various social media platforms through organic means so that the content would reach to the last mile on internet domain on near real time basis. The bidder shall be able to multiply the reach of content and promote content organically on various social media platforms following fair and legitimate methods.

xiv) The bidder shall enhance audience engagement on all social media channels through designing and implementing contests, campaigns, promotions, etc. for generating awareness on MoES activities and related fields among people and for engaging citizens in MoES’s initiatives.

xv) The bidder shall ensure that significant posts made by the public on the MoES’s social networking sites are monitored on a real-time basis and are brought to the notice of the designated MoES’s officials through daily e-mail reports.

xvi) The bidder shall provide training, skill up-gradation and capacity building of the officials of MoES to handle social media sites through lectures, seminars, workshops, classroom/online teaching etc. as per mutually agreed schedule.

xvii) The bidder shall have credible contingency plan to effectively handle crisis and emergencies.

xviii) The bidder will be responsible for creative content generation, recreate or convert the content and repackage the available content. The content may be of various forms such as graphics, cartoons, smart art, animations, storyboards etc. without any infringement of Intellectual Property Rights (IPR).

xix) The bidder shall be responsible for information gathering, material collection, documentation and validation with concerned users for creative content writing and social media/other media management.

xx) The bidder shall be responsible for uploading of news, events, schemes and achievements related information, images and videos on daily basis in coordination with MoES officials on Social Media and MoES website/web portal.

xxi) The bidder shall assist MoES, as and when required, during the Mega Events/Seminars/Conferences etc. organized by MoES.

xxii) The bidder shall design and provide creative inputs for presentations being made by MoES.

xxiii) The bidder shall have the responsibility of ensuring that all content featured/published on the basis of this assignment is free of legal encumbrances including copyright issues. MoES will not have any responsibility in this matter.
xxiv) The bidder shall undertake that all processes and standards are being followed to ensure that the data is secure and immune to any fraudulent activity.

xxv) The bidder shall submit a suggested process of Performance Review on a quarterly basis before signing of contract. This will be appropriately and suitably amended (if required) by MoES and implemented.

xxvi) The bidder shall submit fortnightly, “Effectiveness Analysis and MIS Reports” to MoES on the effectiveness of the social media strategy for MoES’s activities on the social media platforms and the results achieved.

xxvii) The bidder should suggest the number of reports eliciting periodicity, format and content of such reports which should help MoES to know the exact position of the efforts undertaken.

xxviii) A predefined fortnightly content calendar for each of the social media platform to be shared with MoES, a week in advance for approval. The same cycle to be followed for approval of the content calendar throughout the year.

g) Content could pertain to the projects in progress and on the anvil, schemes, events, funding opportunities etc. Outdated information will be periodically archived to reduce information loads. These messages will be complimented with visual pictures, animation. Video clips and graphics to assist information transfer and attention.

h) Conceptualizing, designing and supervise the jobs like e-brochures, & e-magazines advertising, leaflets/filer, banners & posters, backdrop, etc.

i) Design and creative inputs in the presentations being made by the MoES.

J) The Bidder has to share information/documents whenever asked for by any authorized committee of MoES.

k) Monitor the social media accounts in one place

l) The agency has to provide one price inclusive of all taxes and others for developing and manpower support for one year and other details.

m) The following is an indicative list of deliverables and milestones for the agency, assuming that the engagement starts at Time T - (Date of Allotment of Work):-

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Activities/Job</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preparation &amp; Submission of detailed plan of action &amp; Setup of Communication cell with 7 Staff at MoES site and 2 staff offsite at agency’s office.</td>
<td>T+7 days</td>
</tr>
<tr>
<td>2</td>
<td>Providing of qualified &amp; experienced manpower for new content creation, update &amp; maintenance and other creative communication &amp; media activities at MoES site on daily basis inclusive of travelling and other expenses. Updation &amp; maintenance of all the MoES social media sites inclusive of travelling and other expenses.</td>
<td>T+1 year</td>
</tr>
</tbody>
</table>
n. Key Deliverables

1. Print Media
   • Design of flyers/posters/brochures/Pamphlets - 10 per year
   • Design of Coffee Table Book – 1 per year
   • Design of Booklet on Annual achievements – 1 per year

2. Audio / Video
   • 1-2 minute audio/video bites – 2 per week
   • Scripts/creative for 1-3 min short films – 1 per month
   • 5-10 minute documentary – 2 per year

3. Digital Media
   o Posts on MoES’s activities on portals of MoES/Face-book /Twitter/Youtube /Instagram and other social media; Creation of info graphics
   o Publicize all the national and international events, seminars and workshops including Earth Day, Environment Day, Ocean Day, WMO day, Science day, MoES foundation day, etc. as suggested by MoES through these social media platforms.
   o Conducting Live events on Social Media on topical issues relating to Earth Sciences
   o Writing Science Blogs on Earth Sciences/MoES activities - Once a week
   o Bulk Whatsapp messages – as and when required
   o Round the clock moderation of all social media platforms to address spam, unauthorized and inappropriate content, etc.
   o Enhance the audience engagement on all social media channels through designing and implementing contests, campaigns, promotions, etc. for generating awareness on MoES activities
   o Shall submit fortnightly, “Effectiveness Analysis and MIS Reports” to MoES on the effectiveness of the social media strategy and the results achieved.

**************
Technical Bid Form

Technical bid containing the information/documents as specified in para 4 of this tender Document and other details should be submitted properly page numbered as the format given below:

<table>
<thead>
<tr>
<th>S.No</th>
<th>Particulars</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Organizational profile including background, experience, track record and credentials of the firm. Describe organization knowledge about social media management (Human Resource skill set and profiles)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Copy of the Registration Certificate of the company and Articles of Association</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Copy of the MSME certificate</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Brief profile and experience of the key personnel available with firm particularly of those who would to be involved in the management of this programme.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Proof of having office in Delhi-NCR. Address, <strong>email and</strong> Telephone number of the office and details of infrastructure / server available may be indicated.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Name, Designation and contact details Mobile/ telephone no. and email of the authorized contact person in connection with this Tender Notice</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Details of having 3 years’ experience in Communication and Media management, creative support services, graphics design &amp; editing etc. It should contain at least one science &amp; technology assignment in Govt. Departments/organizations/ PSUs/ Pvt. organizations etc. (please attach proof/copy of work orders).</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Copies of Satisfactory Performance Certificates of having completed at least 3 contracts similar to the subject matter of this Tender Notice during the period of last 5 years in Govt. Departments/organizations/ PSUs/ Pvt. Organizations etc.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>The Bidder’s average annual turnover should not be below Rs. 5 Crores for the last three years. Copies of Audited Balance Sheet for the last three years (2017-18, 2018-19, 2019-20) be attached.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Copy of GST Registration certificate.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Copies of Income tax returns files for last 3 years and copies of PAN/TAN Card should be enclosed.</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Details of EMD enclosed.</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Copy to this Notice Inviting Tender and Tender Document duly signed and stamped.</td>
<td></td>
</tr>
</tbody>
</table>

**Declaration:**

This is to certify that I/We before signing this Technical Bid Document have read and fully understood all the terms and conditions contained in the Tender Document and undertake myself/ourselves to strictly abide by them.

*Signature of the Authorised signatory with name, designation, seal and date*
Format for Financial Bid for Social Media Management and Services Agency for Ministry of Earth Sciences (MoES), New Delhi

(To be submitted separately)

Please provide detail financial implication to the organization with break up. All prices/rates quoted must comply to the Scope of Work and other terms and conditions specified in this Tender Document.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Items of work</th>
<th>Bid Amount (in Rs)</th>
<th>Remarks, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Social Media Management and Services Charges / Manpower Charges inclusive of travelling and other expenses for one year.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>GST (pl. specify rate of GST)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Total Bid Amount</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Bid amount (in words) ____________________________

**Declaration:**

This is to certify that I/We before signing this Financial Bid have read and fully understood all the terms and conditions contained in the document and undertake myself/ourselves to strictly abide by them.

**Signature of the firm with name, designation, seal and date**

**Authorized Signatory**
PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On stamp paper of appropriate value from any Nationalized Bank)

To

Ministry of Earth Sciences,
Prithvi Bhavan, IMD Campus,
Lodi Road, New Delhi – 110 003

Dear Sir,

In consideration of Ministry of Earth Sciences (hereinafter called as the Employer which expression shall include his successor and assigns) having awarded to …………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..
3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Contractor’s obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.

5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.

6. The amount started in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.

7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the contractor arising up to and until midnight of………………………………………………………………

8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any tome anywise may have in relation to the contractor’s obligations/or liabilities under and/or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.

9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from
the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.

10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

11. We……………………………………the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.

12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. ……………… (Rupees………………………………………..) and this guarantee shall remain in force till …………………………………………….. and unless a claim is made on us within 3 months from that date, that is before ………………………………. all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities thereunder.

Dated …………day of …………2020.

For and on behalf of Bank.

Issued Under Seal