



# Bihar School Examination Board

## NOTICE INVITING TENDER

Tender Notice No.- PR -129 /2020

Sealed Tenders under two Bid systems are invited from reputed Firms/Companies/Agencies for "**Engagement as Social Media Management Agency of Bihar School Examination Board, Patna**".

### Tender Schedule

Sl. No.	Date and Time for Activity	Date/Time: Duration
1.	Sale of Tender document	From <b>06.06.2020</b> (11:00 AM) to <b>26.06.2020</b> (02:00 PM)
2.	Pre-Bid Meeting	<b>15.06.2020</b> at <b>11:30 AM</b> (Bihar School Examination Board, Sinha Library Road, Patna-800017)
3.	Submission of Tender form fee, Bid and EMD in Hard copy/Original	<b>26.06.2020</b> up to <b>1:00 PM</b> (Bihar School Examination Board, Sinha Library Road, Patna-800017)
4.	Opening of Technical Bid	<b>26.06.2020</b> at <b>3:00 PM</b> (Bihar School Examination Board, Sinha Library Road, Patna-800017)
5.	Financial Bid Opening	<b>26.06.2020</b> at <b>04:00 PM</b> (Bihar School Examination Board, Sinha Library Road, Patna-800017)
6.	Cost of Tender Document	<b>Rs. 1,000/- (Rs. One Thousand) only</b> (Non-Refundable)
7.	Earnest Money Deposit	<b>Rs. 50,000/- (Rs. Fifty Thousands) only</b> (Refundable)

- ❖ Tender documents can be obtained from Bihar School Examination Board, Sinha Library Road, Patna by paying cost of Tender document of Rs. 1,000/- (Rs. One Thousand) only through Demand Draft of Nationalised Banks **in favour of Secretary, Bihar School Examination Board, payable at Patna**. Tender documents can also be downloaded from BSEB website <http://biharboardonline.bihar.gov.in>. However, receipt of the cost of Tender document must be submitted with the Tender documents.
- ❖ Tender must be accompanied with the cost of Tender documents and Earnest Money in the form of Demand Draft, issued by a Nationalized Bank. No cheque will be accepted.
- ❖ Corrigendum/Addendum, if any, will be published on the departmental website <http://biharboardonline.bihar.gov.in> itself.

- ❖ For any queries, interested Agencies may contact Shri Jai Kishore Singh, Nodal Officer. Contact No.- 6299923095.
- ❖ **Note:** - Bihar school Examination Board reserves the right to accept/reject/reschedule any or all tenders without assigning any reasons.

**Secretary**  
**Bihar School Examination Board**

**Memo No: ...../ Patna Date:- ...../06/2020**

**Copy to:- PRO for publication of Tender Notice in various Newspapers.**

**Secretary**  
**Bihar School Examination Board**

**ENGAGEMENT AS SOCIAL MEDIA MANAGEMENT  
AGENCY**

**FOR**

**BIHAR SCHOOL EXAMINATION BOARD  
PATNA**

**Telephone: +91612-2221075 /2226916  
Website: [www.biharboardonline.bihar.gov.in](http://www.biharboardonline.bihar.gov.in)**

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## Part – I: REQUEST FOR PROPOSAL

### **1. Introduction**

Bihar School Board Examination Board has been established with the objective of reorganization and restructuring in the State of Bihar for holding and conducting examinations at the level of secondary and senior secondary stages, for prescribing courses of studies for such examination, and for granting affiliation to secondary and senior secondary schools established by non-governmental organisations, and generally, for carrying out such other objects or duties as may be considered necessary for purpose hereinafter appearing.

A body established & entrusted with the responsibility to facilitate stakeholders namely citizens, students, evaluators, teachers, aspirants', colleges & schools to name a few. In addition to conducting board examinations, BSEB is also responsible for grant of affiliations and financial grants to different colleges across the state. Also, as per the recommendation of The State Council Educational Research and Training (SCERT), the curriculum is looked after by BSEB. Other than these, we are conducting competitive examinations such as Teacher's Eligibility Test (TET), Simultala Entrance Examinations, Diploma in Elementary Education (D.El.Ed.) and ODL examinations.

### **2. Objective**

Policy measures, reform measures and capacity building initiatives are being undertaken across all disciplines and segments of the educational system, be it school or higher education at a rapid pace. The results are being seen in the growth of institutions of excellence, expansion and modernisation of school system, increase in enrolment ratios, greater inter-state & national cooperation in practices, a simplified but focused regulatory mechanism etc. Recent years have witnessed an increased interest in using social media in all sectors including education & has emerged as a growing phenomenon in public and academic use, changing the way organizations and people create, engage, and share existing or newly produced information through multi-way communication.

With the use of social media interfacing through computer and mobile devices becoming more prevalent, user interaction from the platform to face to face engagement is being promoted.

BSEB under the umbrella of Bihar Education Department in a bid to continuously strive for excellence want stakeholders to be regularly updated with current developments. To be in sync with common masses with regards to various, circulars, notifications & updates w.r.t. examinations & tests etc. (if any), BSEB wants to leverage the power & reach of Social Media to touch base with beneficiaries in almost real-time environment This will further enable quick information, reviews & solutions to their problems / queries , if any.

Use of social Media will further strengthen the relationship between Board & stakeholders serving as "Single Source of Truth".

As the Social Media handling is a creative activity involving inputs, contents, presentation in

innovative manner, only highly experienced agencies would be desirable. BSEB intends to avail services of a Bidder of repute having proven expertise and competence in the field of providing end to end Social Media Management services & serve as BSEB gateway to Public in general.

### **3. Eligibility Criteria**

Reputed agencies meeting the following minimum criteria as on the date of RFP are eligible to apply and are required to submit documents as per Annexure - 1. **Technical Bid document must be filled & signed by the Agency's appointed authorised signatory.** The agency not meeting the necessary eligibility criteria will not be considered for further evaluations.

## **Part – II: GENERAL TERMS AND CONDITIONS**

### **1. Technical & financial Bid statutory Rules & conditions there of**

- a) Technical Bid of tenders should be submitted in a separate sealed envelope, super-scribing "**TECHNICAL BID**" and must contain requisite documents listed in Annexure-1.
- b) Financial Bids only from bidders which are technically qualified will be considered. Financial Bid should be submitted in a separate sealed envelope, super-scribing "**FINANCIAL BID**", quoting the rates in the prescribed format (Annexure-II).
- c) The two envelopes "**TECHNICAL BID**" and "**FINANCIAL BID**" should be placed in a bigger envelope superscripted as- "**Engagement as Social Media Management Agency of Bihar School Examination Board, Patna**". The bid documents must be submitted in the Office of **Secretary, Bihar School Examination Board, Sinha Library Road, Patna-800017, Bihar.**
- d) An agency shall be finally selected based on the total quoted amount (In words & figure both) for each month in the Financial Bid. Financial Bid of only those bidders shall be opened who have successfully qualified the Technical Bid. Therefore, the Work Order shall be awarded only to a technically successful bidder who quotes the lowest Amount in the Financial Bid (**Annexure-II**).
- e) The bid documents must be signed by an authorised signatory of the company. The authorised signatory must also sign all the pages of the supporting documents.
- f) Bihar school Examination Board reserves the right to accept/reject/reschedule any or all tenders without assigning any reasons.
- g) Bihar School Examination Board reserves the right to reject any and all proposals/Bids, and to negotiate further with any proposing parties. Any dispute, or interpretations, will be resolved by Chairman, Bihar School Examination Board and it will be final and binding upon both the parties.

**2. Termination of Contract:** Repeated non-compliance and unsatisfactory work shall lead to termination of contract. All Such decisions shall be the sole discretion of Bihar School Examination Board without incurring any liability. In case of termination of contract, the selected agency shall have to satisfactorily handover all the user names and passwords and other intellectual property rights of the contents developed for the brand building of Bihar School Examination Board. Non-compliance of the same would lead to legal action. The contract shall be valid till the end of the contract period or the last date of completion of work, whichever is earlier.

**3. Period of Contract:** The contract shall be for a period of one year and shall be extendable further for a period of one year at the discretion of Bihar School Examination Board, subject to satisfactory performance.

**4. Tender Fee:** A non-refundable Demand Draft (DD) of Rs. 1,000/- (Rupees One Thousand only) drawn in favour of Secretary, Bihar School Examination Board, Patna.

**5. EMD Amount:** An amount of Rs. 50,000/- (Fifty thousand only) in the form of Demand Draft/Bank Guarantee from a Nationalised / Commercialised Bank in favour of Secretary, Bihar School Examination Board, Patna is required to be submitted along with the Bid. In case of the selected Agency, the EMD Amount shall be retained as Performance Guarantee and shall be forfeited if the selected Agency fails to execute the Project. EMD of other unsuccessful Bidders shall be returned. Following rules will apply w.r.t EMD: -

- (i) The Earnest Money will be refunded to Bidders within one month after finalization of Tender. The Earnest Money Deposit shall not bear any interest. The Earnest Money Deposit shall be forfeited if the bidders withdraw their offer in due course.
- (ii) The units registered under Single Point Registration Scheme of NSIC are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012 and amendment vide order no. S.O. 5670(E) dated 9th November 2018. The benefit includes waiver of Earnest Money Deposit (EMD) as required by tender document.

**6. Attendance of Social Media Professional at BSEB:** Attendance of the Social Media Professional shall be made at BSEB. In case of any leave without information shall necessitate necessary deduction from payment of their salaries.

**7. Confidentiality:** The Agency or its personnel shall not disclose any confidential/vital information which are disclosed / provided to them during the course of briefing or any discussion or acquired by the agency to any third party without prior permission of BSEB and such information will be kept confidential even after the termination / expiry of the agreement. The selected agency shall be required to sign a non-disclosure agreement with BSEB to this effect or undertake confidentiality obligation and this effect in the contract to be executed with BSEB.

**8. Penalty-** In case of Work not completed by the Agency within the given time or work is not satisfactory, a Penalty of 5-10% in that Month will be imposed or at the discretion of the competent authority. In addition to the penalty as mentioned above, if the Agency fails to achieve the required Target of 25,000 Likes of Facebook Page and adding 5,000 Twitter Followers, 5,000 Subscribers on YouTube and 5,000 Followers on Instagram every month, then an additional deduction of 3% each shall be made in each of the Targets in which Target is not achieved.

**9. Liquidated Damages** - In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% per week delay or part thereof, of the cost of contract value up to maximum of 10% of the contract value from the Agency. The TimeLine/schedule of deliverables will be decided as and when the requirement/ tasks/activities arise.

Any other terms and conditions will be governed by as per Government of Bihar provisions and Government of India guidelines on social media.

### Part – III: SCOPE OF WORK

The selected Agency shall be responsible for the following broad activities: -

**1. Opening BSEB Accounts on social media networking sites** - The Agency shall be responsible for operating Social Media Channels of Bihar School Examination Board on Facebook, Twitter, You Tube and Instagram. The Agency shall also be responsible for overall management of these social networking websites -- from creation of contents to uploading them on social networking websites as well as monitoring of contents posted on it in reaction.

**2. Strategy formulation** - The Agency, in consultation with Bihar School Examination Board, shall formulate a result-oriented comprehensive promotion strategy on social media platforms.

**3. Content Management** - In a bid to maximise the reach of plans & policies of Bihar School Examination Board to various stakeholders, the Agency shall actively take up the responsibility of Content Creation and Management related to achievements of BSEB as well as future plans. The Agency shall also have to recreate existing contents into suitable new formats. Some of the key functions related to Content Management which the Agency has to perform include: -

- (i) Upload any number of posts as given by BSEB every day on the four Social Networking sites. This should include but not limited to informative and promotional posts in the form of relevant text, pictures, audio, videos, interviews, news, infographics etc.
- (ii) Create and upload any number of original HD quality creative video of 5 minutes or more or even shorter duration for Facebook, You Tube etc. of BSEB every week/month.
- (iii) Banner of Bihar School Examination Board on home page of Bihar School Examination Board needs to be updated every month or as directed by BSEB.
- (iv) Post contents on social networking sites covering news and events related to Bihar School Examination Board. Agency shall assist BSEB to produce and circulate (subjected to BSEB approval & discretion) a monthly newsletter to inform the media, citizen's groups and other targeted communities about the latest developments in BSEB.
- (v) Language used for promotion on the social media should be either English or Hindi or their combination.



- (vi) Design creative pieces of ongoing campaigns and ensure its functional compatibility on every electronic device like computer, laptop, tabs and smart-phones. Designing of creative pieces require good designer in the background support.

**4. Conversations Management** – The agency will undertake the work of Conversations Management keeping following points under consideration: -

- (i) Continuously monitor all the conversations in all the Social Networking Sites of BSEB. Comments posted on it by others carrying negative sentiments or having obscene language or inciting hatred based on politics, caste, creed, sex etc. should be deleted immediately. The Agency has to play an active role in countering negatives on social media or any viral wrong information.
- (ii) Devise plans for increased engagement/interaction among the audience.
- (iii) Any other plans as instructed by BSEB from time to time.

**5. Public Relations** – Bidder is also required to act as **Public Relations Agency** in tandem with **Social Media Management** as enumerated in defined Scope of Work. The information gathered by agency will be used as a reference guide for BSEB's public relations department in assessing the effectiveness of communication strategies. Indicatively, following are some of the utility areas of the social media listening solution:

- (i) Track, reach and spread of messages and press releases
- (ii) Handle crisis situations
- (iii) Continuously monitor conversations
- (iv) Identify and reach out to key bloggers and influencers
- (v) Spot emerging trends, discussions themes and topics
- (vi) Responsibility to ensure "**Single source of Truth**" in BSEB Social Media Platforms **in** tandem with all inter-related departments / Govt. entities viz. **Bihar State Educational Infrastructure Development Corporation, Education Department (Bihar)**.

**6. Maximum Brand Impact in minimal time** - The Agency must formulate and execute projects for Bihar School Examination Board that will provide maximum brand impact in minimal time.

**7. Response Management** - The Agency shall provide accurate, complete, polite and prompt feedback to users via social Media platforms. User interactions shall be done in English/Hindi languages only. The Agency shall also moderate the sites to avoid spam, advertisements and inappropriate contents.

**8. Reporting** – Agency is entrusted to share the reports not limited to following: -

- (i) The Agency is required to submit Monthly Progress Report (MPR) in the first week of next month detailing the key parameters related to **Reach** (such as- Likes,

Followers, Views, Subscribe) and **Engagement** (Share, Comments, Tweets, Time Spent etc.), nature of audience etc. depending upon the respective Social Networking sites.

- (ii) The MPR and other reports submitted by the Agency should be as per the industry standards.

**9. Manpower Deployment** - Deployment of 01 No. of Social Media Professional at BSEB - The service of a Social Media Professional is required at BSEB to execute day to day basis works related to Social Media Management of BSEB. He must be well versed in Social Media management, videography, photography, making of small video clips out of recorded video for posting or sharing as per BSEB need. He must also have working knowledge of Hindi and English languages.

**10. Regulatory Compliance** – All regulatory compliances encompassing Social Media Management must be followed and is further propelled by following: -

- (i) The Agency and its executives deployed at BSEB must be thorough with the law of the land with regard to Social Media participation. Prospective agencies are required to imbibe & undertake the task in line with **Deity** (Department of Electronics & Information Technology, GoI) published **Framework & Guidelines for Use of Social Media for Government Organisations**.
- (ii) The Agency must ensure that all the regulations of latest Information Technology Act as amended from time to time and provisions of Indian Penal Code including local and Special Laws of the state are being adhered to.
- (iii) The Agency must mark all contents whether text, photo, video or any post of BSEB on social media as COPYRIGHT of BSEB, wherever applicable and monitor & report unauthorised uses if any. All intellectual Property Rights emanating from such content shall vest solely and exclusively with BSEB.
- (iv) The data/information/Photo/Video for use on Social Media must be derived from authentic sources and be vetted by Competent authority of Bihar School Examination Board.
- (v) The Agency is required to put a dedicated person for covering the entire range of activities as outlined in the scope of work/deliverables including report preparation. The person will be stationed at Bihar School Examination Board and will be provided seating space, furniture & electricity during office hours. The Agency will equip him with suitable laptops, smart phone and other gadgets with internet as required to carry out the work as per this tender.
- (vi) The Agency should arrange its own Laptops/Computers, mobiles, camera, equipments, etc. The Agency should also arrange for required connectivity /Bandwidth for accessing social media, uploading of content and live streaming as and when required.

**11. Working Hours**- Person deployed for Bihar School Examination Board will be available in the office as per office timings; however, he/she will be required to work from his home or company premises even after office hours or on holiday, as and when required. No additional payment will be made for working after office hours.

BSEB has the full right over any monetary benefit from all or any of the Social Media Channels being operated by the Agency. If at any time of the Contract, it is found that the Agency is violating this clause, then BSEB shall be forced to take action against the Agency.

**Part – IV: TECHNICAL & FINANCIAL BID FORMAT**

**Technical Bid**

<b>S.No.</b>	<b>Technical Criteria</b>	<b>Documentary Evidence</b>
1.	The Firm/Agency should be a registered entity with minimum 3 years of existence on the day of the submission of Bid.	Certificate of Incorporation/Registration of the Firm/Agency to be enclosed.
2.	<b>Total Experience of 03 years of Social Media Management for State/Central Government Departments or any Central/State PSU or any Private Company of repute (which can be verified by BSEB). Out of the total 03 years of Experience, the Agency is required to have continuously worked for at least 01 year at any of the Offices as mentioned above.</b>	Copy should be enclosed
3.	<b>The Firm/Agency should have an average turnover of Rs. 50.00 lakhs from minimum two projects in any 3 of the last 4 financial years (i.e. 2016-17, 2017-18, 2018-19 and 2019-20) from Social Media Management, Media Management Service, Media communications Services, and Promotional Services.</b>	Audited Balance Sheets and Profit & Loss Statements for any 3 of the last 4 financial years i.e. 2019-20, 2018-19, 2017-18 and 2016-17 which has to be countersigned by a Chartered Accountant.
4.	Income Tax Return of the Agency for any three of the last 4 Financial Years - 2016-17, 2017-18, 2018-19 and 2019-20.	Copy should be enclosed
5.	Bio-Data of Social Media Professional to be deployed at BSEB.	Copy should be enclosed
6.	The Firm / Agency should not have been blacklisted by Central or State Governments or any PSU or any Private Company of repute in the past 2 years.	Self-declaration
7.	It should have a valid GST Number for registration under GST and a PAN Number for Income Tax.	Copy should be enclosed
8.	The technical Bid must also contain 02 Separate Drafts of cost of Tender document (Rs. 1,000) and Earnest Money (Rs. 50,000).	Enclosure to be attached
9.	The Agency must have an Office in Patna.	<b>This will require documentary support of either of the following :- Address in Bank/Rent Agreement/Telephone Bill/ Electricity Bill in the name of Agency for the past 2 months. Either of these has to be enclosed. BSEB may verify it.</b>

**Technical Bid Format**

<b>S.No.</b>	<b>Technical Criteria</b>	<b>Documentary Evidence</b>	<b>Compliance (Yes/No)</b>
1.	The Firm/Agency should be a registered entity with minimum 3 years of existence on the day of the submission of Bid.	Certificate of Incorporation/ Registration of the Firm/Agency to be enclosed.	
2.	<b>Total Experience of 03 years of Social Media Management for State/Central Government Departments or any Central/State PSU or any Private Company of repute (which can be verified by BSEB). Out of the total 03 years of Experience, the Agency is required to have continuously worked for at least 01 year at any of the Offices as mentioned above.</b>	Copy should be enclosed	
3.	<b>The Firm/Agency should have an average turnover of Rs. 50.00 lakhs from minimum two projects in any 3 of the last 4 financial years (i.e. 2016-17, 2017-18, 2018-19 and 2019-20) from Social Media Management, Media Management Service, Media communications Services, and Promotional Services.</b>	Audited Balance Sheets and Profit & Loss Statements for any 3 of the last 4 financial years i.e. 2019-20, 2018-19, 2017-18 and 2016-17 which has to be countersigned by a Chartered Accountant.	
4.	Income Tax Return of the Agency for any three of the last 4 Financial Years - 2016-17, 2017-18, 2018-19 and 2019-20.	Copy should be enclosed	
5.	Bio-Data of Social Media Professional to be deployed at BSEB.	Copy should be enclosed	
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8.	The technical Bid must also contain 02 Separate Drafts of cost of Tender document (Rs. 1,000) and Earnest Money (Rs. 50,000).	Enclosure to be attached	
9.	The Agency must have an Office in Patna.	<b>This will require documentary support of either of the following :- Address in Bank/Rent</b>	

		<b>Agreement/Telephone Bill/ Electricity Bill in the name of Agency for the past 2 months. Either of these has to be enclosed. BSEB may verify it.</b>	
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**Signature of authorised signatory**

Date :

Name :

Place :

Seal:

### **Financial Bid**

<b>S.No.</b>	<b>Work Description</b>	<b>Requirement</b>
<b>1.</b>	Verification of Social Media Accounts of Bihar School Examination Board (BSEB) on Facebook, Twitter, Instagram, YouTube.	It is a one time job. Verified social media accounts are a must as to make it reliable for people and also different from other accounts running in the name of BSEB.
<b>2.</b>	Coverage in Social Media Platforms	<b>Target: 25,000 Likes of Facebook Page every month.</b>
		<b>Target: Add 5,000 Twitter Followers every month</b>
		<b>Target: 5,000 Subscribers on You Tube every month</b>
<b>3.</b>	<b>Posting of 01 No. of Social Media Professional at BSEB</b>	<b>The service of 01 No. of Social Media Professional is required to execute day to day basis works related to Social Media Management of BSEB. This shall be in addition to the back-up team of the Company working for BSEB. He must be well versed in Social Media management, videography, photography, making of small video clips out of recorded video for posting or sharing. The professional must also have working knowledge of Hindi and English languages.</b>
<b>4.</b>	The Agency is required to monitor and update contents on Social media and also regularly posting News/Video etc. of BSEB. The Agency is also required to prepare small information providing videos of BSEB for the information of Public.	Updating of contents on Social Media require permission from BSEB. The Agency is also required to create videos of shorter duration for BSEB for the information of public.
<b>5.</b>	Live streaming facility on Facebook and other Social Networking sites	This is required at the time of important announcements by the BSEB.

**Format for Financial Bid**

To  
The Secretary,  
Bihar School Examination Board,  
Sinha Library Road, Patna-17.

**Subject: Financial Bid for Engagement as Social Media Management Agency of Bihar School Examination Board, Patna**

Sir,

With reference to the Tender for "**Engagement as Social Media Management Agency of Bihar School Examination Board, Patna**", we submit our Financial Bid as under :-

<b>S.No.</b>	<b>Work Description</b>	<b>Requirement</b>
<b>1.</b>	Verification of Social Media Accounts of Bihar School Examination Board (BSEB) on Facebook, Twitter, Instagram, YouTube.	It is a one-time job. Verified social media accounts are a must as to make it reliable for people and also different from other accounts running in the name of BSEB.
<b>2.</b>	Coverage in Social Media Platforms	<b>Target: 25,000 Likes of Facebook Page every month.</b>
		<b>Target: Add 5,000 Twitter Followers every month</b>
		<b>Target: 5,000 Subscribers on You Tube every month</b>
		<b>Target: Add 5,000 Followers on Instagram per month</b>
<b>3.</b>	<b>Posting of 01 No. of Social Media Professional at BSEB</b>	<b>The service of 01 No. of Social Media Professional is required to execute day to day basis works related to Social Media Management of BSEB. This shall be in addition to the back-up team of the Company working for BSEB. He must be well versed in Social Media management, videography, photography, making of small video clips out of recorded video for posting or sharing. The professional must also have working knowledge of Hindi and English languages.</b>
<b>4.</b>	The Agency is required to monitor and update contents on Social media and also regularly posting News/Video etc. of BSEB. The Agency is also required to prepare small information providing videos of BSEB for the information of Public.	Updating of contents on Social Media require permission from BSEB. The Agency is also required to create videos of shorter duration for BSEB for the information of public.
<b>5.</b>	Live streaming facility on Facebook and other Social Networking sites	This is required at the time of important announcements by the BSEB.

**Total quoted amount per month -- ----- (in Words)**

**Note- The Amount Quoted shall be exclusive of GST. GST as applicable shall be paid by BSEB.**

**Date :**

**(Name and designation of the Authorised signatory)**

**Place :**

**BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT**

Guarantee No.....

Amount of Guarantee Rs.....

Guarantee cover from Dated:.....

To Dated: .....

Last date for Lodgment of claim: .....

In consideration of ..... (hereinafter called “Beneficiary”) having agreed to exempt ..... Ltd., having its Registered Office situated at .....(hereinafter called “the service provider”) from the demand of Security Deposit of Rs. .... (Rupees.....only) under the terms and conditions of Tender Notice No.....dated .....(Hereinafter called the “said Tender”) for the due fulfilment by the said service provider of the terms and conditions contained in the said Tender, on production of the Bank Guarantee for Rs.....(Rupees..... only), at the request of the Service provider\_\_\_\_\_ (Name of Bank issuing Guarantee), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act ,1970 having its Head Office \_\_\_\_\_ amongst others a branch at ..... (hereinafter referred to as “the Bank”) has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupees..... Only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said the service provider of any of the terms and conditions contained in the said Tender and agreement for a period of 5 years from the date of completion of work.

1. We, .....office at..... (the Bank) do hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said Tender or by reasons of the obligator’s failure to perform the said Tender. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
2. We,.....(the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said Tender have been fully paid and its claims satisfied or discharged or till the beneficiary certifies that the terms and conditions of the said have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before 13.04.2025...we shall be discharged from all liabilities under this guarantee thereafter.
3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance by the said Supplier(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said the service provider and to forbear or enforce any of the terms



and conditions relating to the said Tender and we shall not be relieved of our liability by reason of any extension being granted to the said the service provider for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said the service provider or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.

4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.
  
5. Notwithstanding anything herein contained, the Bank's liability under this guarantee shall be limited to Rs..... (Rupees ..... only) and stand completely discharged and all your rights under this guarantee shall stand extinguished if no claim or demand is made upon the Bank in writing on or before ...13/04/2025... (date) and all your rights under the said guarantee shall be forfeited and the Bank shall be deemed to be relieved and discharged from all liabilities there under.

PLACE:

DATE

SIGNATURE

***Declaration regarding near Relationship with BOARD Employee***

I \_\_\_\_\_ S/o \_\_\_\_\_

R/o \_\_\_\_\_

\_\_\_\_\_

Hereby certify that none of my relative(s) as defined in the Tender / Bid document is / are employed in BOARD. In case at any stage, it is found that the information given by me is false/ Incorrect, BOARD shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature:

Name:

Signed in capacity of:

Date:

**Declaration Letter of Maintaining Confidentially, Privacy and Security of Data**

Ref. No.: ..... Date: .....

To,

The Secretary

Bihar School Examination Board,

Patna-800017

**Subject:** Declaration letter for maintaining confidentiality, privacy and security of BSEB data and information.

**Reference:** [Tender Ref. No.: PR-\_\_\_\_\_]

Dear Sir,

With respect to the above tender, I/We hereby affirm that our organization and our personnel will maintain the confidentiality of data, information supplied, method of operation, procedures, etc. of the Board. I/we will take appropriate actions in respect to its personnel to ensure the obligations of nonuse and non-disclosure of confidential information.

Thanking you,

Your sincerely,

\_\_\_\_\_

(Signature with Date and Stamp)

Name

Designation

Company Name

## AGREEMENT

THIS Agreement is made on this ..... day of ..... 2020 BETWEEN Bihar School Examination Board, a body established under Section 3 of the Bihar School Examination Board Act, 1952, having its office at Sinha Library Road, Patna-800017 (which expression shall repugnant to the context or meaning hereof include their successors, legal representatives, executors and assigns) hereinafter referred as "the BSEB" represented by Sri Anup Kumar Sinha, Secretary duly authorized in this behalf, of the PART ONE and M/S ....., having its office ..... (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include its associates, subsidiaries, affiliates, successors and permitted assign/ heirs, executors, administrators) hereinafter referred to as "Service Provider", represented by Sri. .... duly authorized in this behalf, of the OTHER PART.

### Introduction of work

BSEB under the umbrella of Bihar Education Department in a bid to continuously strive for excellence want stakeholders to be regularly updated with current developments. To be in sync with common masses with regards to various, circulars, notifications & updates w.r.t. examinations & tests etc. (if any), BSEB wants to leverage the power & reach of Social Media to touch base with beneficiaries in almost real-time environment This will further enable quick information, reviews & solutions to their problems / queries , if any.

Use of social Media will further strengthen the relationship between Board & stakeholders serving as "Single Source of Truth".

As the Social Media handling is a creative activity involving inputs, contents, presentation in innovative manner, only highly experienced agencies would be desirable. BSEB intends to avail services of a Bidder of repute having proven expertise and competence in the field of providing end to end Social Media Management services & serve as BSEB gateway to Public in general.

The objective of this initiative is to mitigate misconception, act as an information bridge, bring transparency in information dissemination thus providing all relevant information under single roof across all social media platforms.

The board desires to catapult its' visibility to the next level so that relevant information is being communicated in the most widespread manner possible. This would ensure greater information flow to citizens, familiarize them with ongoing developments and create a vibrant atmosphere for a transparent and interactive mode of functioning of the most crucial delivery system to achieve the goal set by State of Bihar.

### (A) Proposed Scope of Work

The selected Agency shall be responsible for the following broad activities: -

**1. Opening BSEB Accounts on social media networking sites -** The Agency shall be responsible for operating Social Media Channels of Bihar School Examination Board on Facebook, Twitter, You Tube and Instagram. The Agency shall also be responsible for overall

management of these social networking websites -- from creation of contents to uploading them on social networking websites as well as monitoring of contents posted on it in reaction.

**2. Strategy formulation** - The Agency, in consultation with Bihar School Examination Board, shall formulate a result-oriented comprehensive promotion strategy on social media platforms.

**3. Content Management** - In a bid to maximise the reach of plans & policies of Bihar School Examination Board to various stakeholders, the Agency shall actively take up the responsibility of Content Creation and Management related to achievements of BSEB as well as future plans. The Agency shall also have to recreate existing contents into suitable new formats. Some of the key functions related to Content Management which the Agency has to perform include: -

- (i) Upload any number of posts as given by BSEB every day on the four Social Networking sites. This should include but not limited to informative and promotional posts in the form of relevant text, pictures, audio, videos, interviews, news, infographics etc.
- (ii) Create and upload any number of original HD quality creative video of 5 minutes or more or even shorter duration for Facebook, You Tube etc. of BSEB every week/month.
- (iii) Banner of Bihar School Examination Board on home page of Bihar School Examination Board needs to be updated every month or as directed by BSEB.
- (iv) Post contents on social networking sites covering news and events related to Bihar School Examination Board. Agency shall assist BSEB to produce and circulate (subjected to BSEB approval & discretion) a monthly newsletter to inform the media, citizen's groups and other targeted communities about the latest developments in BSEB.
- (v) Language used for promotion on the social media should be either English or Hindi or their combination.
- (vi) Design creative pieces of ongoing campaigns and ensure its functional compatibility on every electronic device like computer, laptop, tabs and smart-phones. Designing of creative pieces require good designer in the background support.

**4. Conversations Management** – The agency will undertake the work of Conversations Management keeping following points under consideration: -

- (i) Continuously monitor all the conversations in all the Social Networking Sites of BSEB. Comments posted on it by others carrying negative sentiments or having obscene language or inciting hatred based on politics, caste, creed, sex etc. should be deleted immediately. The Agency has to play an active role in countering negatives on social media or any viral wrong information.
- (ii) Devise plans for increased engagement/interaction among the audience.
- (iii) Any other plans as instructed by BSEB from time to time.

**5. Public Relations** – Bidder is also required to act as **Public Relations Agency** in tandem with **Social Media Management** as enumerated in defined Scope of Work. The information gathered by agency will be used as a reference guide for BSEB's public relations department in assessing the effectiveness of communication strategies. Indicatively, following are some of the utility areas of the social media listening solution:

- (i) Track, reach and spread of messages and press releases
- (ii) Handle crisis situations
- (iii) Continuously monitor conversations
- (iv) Identify and reach out to key bloggers and influencers
- (v) Spot emerging trends, discussions themes and topics
- (vi) Responsibility to ensure "**Single source of Truth**" in BSEB Social Media Platforms **in** tandem with all inter-related departments / Govt. entities viz. **Bihar State Educational Infrastructure Development Corporation, Education Department (Bihar)**.

**6. Maximum Brand Impact in minimal time** - The Agency must formulate and execute projects for Bihar School Examination Board that will provide maximum brand impact in minimal time.

**7. Response Management** - The Agency shall provide accurate, complete, polite and prompt feedback to users via social Media platforms. User interactions shall be done in English/Hindi languages only. The Agency shall also moderate the sites to avoid spam, advertisements and inappropriate contents.

**8. Reporting** – Agency is entrusted to share the reports not limited to following: -

- (i) The Agency is required to submit Monthly Progress Report (MPR) in the first week of next month detailing the key parameters related to **Reach** (such as- Likes, Followers, Views, Subscribe) and **Engagement** (Share, Comments, Tweets, Time Spent etc.), nature of audience etc. depending upon the respective Social Networking sites.
- (ii) The MPR and other reports submitted by the Agency should be as per the industry standards.

**9. Manpower Deployment** - Deployment of 01 No. of Social Media Professional at BSEB - The service of a Social Media Professional is required at BSEB to execute day to day basis works related to Social Media Management of BSEB. He must be well versed in Social Media management, videography, photography, making of small video clips out of recorded video for posting or sharing as per BSEB need. He must also have working knowledge of Hindi and English languages.

**10. Regulatory Compliance** – All regulatory compliances encompassing Social Media Management must be followed and is further propelled by following: -

- (i) The Agency and its executives deployed at BSEB must be thorough with the law of the land with regard to Social Media participation. Prospective agencies are

required to imbibe & undertake the task in line with **Deity** (Department of Electronics & Information Technology, GoI) published **Framework & Guidelines for Use of Social Media for Government Organisations**.

- (ii) The Agency must ensure that all the regulations of latest Information Technology Act as amended from time to time and provisions of Indian Penal Code including local and Special Laws of the state are being adhered to.
- (iii) The Agency must mark all contents whether text, photo, video or any post of BSEB on social media as COPYRIGHT of BSEB, wherever applicable and monitor & report unauthorised uses if any. All intellectual Property Rights emanating from such content shall vest solely and exclusively with BSEB.
- (iv) The data/information/Photo/Video for use on Social Media must be derived from authentic sources and be vetted by Competent authority of Bihar School Examination Board.
- (v) The Agency is required to put a dedicated person for covering the entire range of activities as outlined in the scope of work/deliverables including report preparation. The person will be stationed at Bihar School Examination Board and will be provided seating space, furniture & electricity during office hours. The Agency will equip him with suitable laptops, smart phone and other gadgets with internet as required to carry out the work as per this tender.
- (vi) The Agency should arrange its own Laptops/Computers, mobiles, camera, equipments, etc. The Agency should also arrange for required connectivity /Bandwidth for accessing social media, uploading of content and live streaming as and when required.

#### **(B) General terms & conditions**

- 1. Termination of Contract:** Repeated non-compliance and unsatisfactory work shall lead to termination of contract. All Such decisions shall be the sole discretion of Bihar School Examination Board without incurring any liability. In case of termination of contract, the selected agency shall have to satisfactorily handover all the user names and passwords and other intellectual property rights of the contents developed for the brand building of Bihar School Examination Board. Non-compliance of the same would lead to legal action. The contract shall be valid till the end of the contract period or the last date of completion of work, whichever is earlier.
- 2. Period of Contract:** The contract shall be for a period of one year and shall be extendable further for a period of one year at the discretion of Bihar School Examination Board, subject to satisfactory performance.
- 3. Tender Fee:** A non-refundable Demand Draft (DD) of Rs. 1,000/- (Rupees One Thousand only) drawn in favour of Secretary, Bihar School Examination Board, Patna.
- 4. EMD Amount:** An amount of Rs. 50,000/- (Fifty thousand only) in the form of Demand Draft/Bank Guarantee from a Nationalised Bank in favour of Secretary, Bihar School Examination Board, Patna is required to be submitted along with the Bid. In case of the selected Agency, the EMD Amount shall be retained as Performance Guarantee and shall be forfeited if the selected Agency fails to execute the Project. EMD of other unsuccessful Bidders shall be returned.

**5. Attendance of Social Media Professional at BSEB:** Attendance of the Social Media Professional shall be made at BSEB. In case of any leave without information shall necessitate necessary deduction from payment of their salaries.

**6. Confidentiality:** The Agency or its personnel shall not disclose any confidential/vital information which are disclosed / provided to them during the course of briefing or any discussion or acquired by the agency to any third party without prior permission of BSEB and such information will be kept confidential even after the termination / expiry of the agreement. The selected agency shall be required to sign a non-disclosure agreement with BSEB to this effect or undertake confidentiality obligation and this effect in the contract to be executed with BSEB.

**7. Penalty-** In case of Work not completed by the Agency within the given time or work is not satisfactory, a Penalty of 5-10% in that Month will be imposed or at the discretion of the competent authority. In addition to the penalty as mentioned above, if the Agency fails to achieve the required Target of 25,000 Likes of Facebook Page and adding 5,000 Twitter Followers, 5,000 Subscribers on YouTube and 5,000 Followers on Instagram every month, then an additional deduction of 3% each shall be made in each of the Targets in which Target is not achieved.

**8. Liquidated Damages -** In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% per week delay or part thereof, of the cost of contract value up to maximum of 10% of the contract value from the Agency. The TimeLine/schedule of deliverables will be decided as and when the requirement/ tasks/activities arise.

Any other terms and conditions will be governed by as per Government of Bihar provisions and Government of India guidelines on social media.

**9. Rates:**

Sl. No.	Work description	Rate in Rupees (Exclusive of GST)
(i)	Handling the works of Social Media Management for BSEB, Patna	XXXX,XXX/- (XXXX XXXXX XXXXX XXXXXX)

The rates quoted shall remain firm throughout the period of contract and this contract shall remain valid up to the date of completion of the job by the Service Provider and shall not be subject to any upward modification whatsoever. Mutual amendments in the scope of work can be made.

**10. Taxes and Duties:**

The Service Provider shall be solely responsible for the payment of all taxes, duties, license fees, octroi etc. Incurred. Income Tax, Sales Tax, etc shall be deducted at source as per prevalent rates announced by the competent authority from time to time.



## **11. Termination of Contract**

- 11.1 Board May without Prejudice to Any Other Remedy for Breach of Contract May terminate the contract in whole or in parts.
- 11.2 If the contractor fails, to execute the job within stipulated time frame or to provide Data/reports accuracy as desired or to the entire satisfaction of BOARD.
- 11.3 If the contractor fails to perform any other obligation (s) under the contract.
- 11.4 BOARD may without prejudice, to other rights under law or the contract provided get the services of other agencies at the risk and cost of the contractor, in above circumstances. And the contractor shall be liable for any loss or damages which the BOARD may sustain by reason of such failure on the part of the contractor.

## **12. Termination for insolvency**

BOARD may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unshalling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

## **13. Forfeiture of Performance Security**

Performance Security will be forfeited in the following cases: -

1. If a successful Bidder has been found incapable of executing the assigned job as per Agreement.
2. If successful Bidder does not accept his quoted rates and refused to execute the job.
3. In case of successful Bidder fails to sign the Agreement.
4. In case of fraudulent and corrupt practices.

## **14. Force Majeure**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BOARD as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

## **15. Arbitration**

- 14.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the **Chairman, Bihar School Examination Board**. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Chairman,

Bihar School Examination Board, Patna or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chairman, Bihar School Examination Board, or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chairman, Bihar School Examination Board or the said officer. The agreement to appoint an arbitrator shall be in accordance with the Arbitration and Conciliation Act, 1996.

14.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

14.3 The venue of the arbitration proceeding shall be Office of the Chairman, Bihar School Examination Board, Vidya Bhawan or such other place as the arbitrator may decide.

14.4 Jurisdiction for all the matters related shall be district court Bihar.

**16. Set Off**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BOARD and set off the same against any claim of BOARD for payment of a sum of money arising out of this contract or under any other contract made by contractor with BOARD.

17. All Other terms and conditions stipulated in the tender document are forming part of this Agreement.

**IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED ON THE DAY AND YEAR FIRST ABOVE WRITTEN**

Signed for and on behalf of **SECOND PARTY**

Signed for and on behalf of **FIRST PARTY**

**Secretary,**

**Bihar School Examination Board, Patna – 800017**

Witness:

1.

2.

Witness:

1.

2.