



**OFFICE OF THE PROJECT DIRECTOR  
ASSAM STATE AIDS CONTROL SOCIETY  
KHANAPARA: GUWAHATI-22**

Telefax: 0361-2360524

Website: [www.assamsacs.org](http://www.assamsacs.org)

E-mail: [asacs@naco.gov.in](mailto:asacs@naco.gov.in)

**BIDDING DOCUMENT FOR PRINTING AND INSTALLATION  
OF PERMANENT HOARDINGS FOR ASSAM STATE AIDS  
CONTROL SOCIETY, KHANAPARA, GUWAHATI-22**

Issued to M/S .....

.....

.....

**SL. No:**

**NOT TRANSFERABLE**

**Tender Reference No. ASACS/NACP-IV/Proc/PH/2013/352/Pt-I/34 , Dated: 27/02/2017**

**Last Date of Submission of Tender:16/03/2017 (2:00 PM).**

# NOT TRANSFERABLE



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TENDER REFERENCE No. : ASACS/NACP-IV/Proc/PH/2013/352/Pt-I/34;  
Dated: 27/02/2017

DATE OF COMMENCEMENT OF  
SALE OF TENDER DOCUMENT : 03/03/2017

LAST DATE FOR SALE OF TENDER DOCUMENT : 15/03/2017

CLOSING DATE & TIME OF RECEIPT OF TENDER : (2:00 PM)

TIME AND DATE OF OPENING OF TENDER : (2:30 PM)

PLACE OF OPENING OF TENDER : **Office of the Project Director,  
Assam State AIDS Control Society,  
Khanapara, Guwahati-22**

ADDRESS FOR COMMUNICATION : **Office of the Project Director,  
Assam State AIDS Control Society,  
Khanapara, Guwahati-22  
Telefax: 0361-2360524**

COST OF THE TENDER DOCUMENT : **Rs. 500/-(Rupees Five Hundred) only.**



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Bidding Document issued to M/S.....  
on dated .....against the receipt of Rs.500/- (Rupees Five Hundred)  
only in the form of Bank Draft / Bankers' Cheque No.....  
dated .....

Project Director, ASACS  
Khanapara, Guwahati-22

**OFFICE OF THE PROJECT DIRECTOR  
ASSAM STATE AIDS CONTROL SOCIETY  
KHANAPARA, GUWAHATI-22**

No. ASACS/NACP-IV/Proc/PH/2013/352/Pt-I/34

Dated: 27/02/2017

Sealed tender under two bid System affixing court fee stamp (IPO in case of Bidders outside Assam) worth Rs. 8.25 (Rupees eight & twenty five paisa) only are invited from registered Advertising Agencies for installation of Permanent Hoardings for Assam State AIDS Control Society. The validity of the tender will be 90 (Ninety) days.

**1. Brief Schedule:**

Tender Reference No.	: ASACS/NACP-IV/Proc/PH/2013/352/Pt-I/ Dated:
Date of Commencement of Sale of Tender Documents	: 03/03/2017
Last date of Sale of Tender Document	: 15/03/2017
Last date and Time of receipt of Tender	: 16/03/2017(2:00 PM)
Date and Time of opening Tender	: 16/03/2017(2:30 PM)
Place of opening of Tender	: Office of the Project Director, Assam State AIDS Control Society, Khanapara, Guwahati-22
Cost of Tender Documents to be paid in Demand Draft/ Bankers' Cheque drawn in favour of PD, Assam State AIDS Control Society (non-refundable)	: Rs. 500.00 only
Earnest Money Deposit in the shape of Bank Draft to be pledged in favour of PD, Assam State AIDS Control Society	: Rs.20,000/-
Address for Communication	: Office of the Project Director, Assam State AIDS Control Society, Khanapara, Guwahati-22 Telefax: 0361-2360524

**2. Project Director, Assam State AIDS Control Society, reserves the right to accept or reject any or whole of the Tender without assigning any reason there of and does not bind himself to accept the lowest or any other rates . The decision of the Project Director, Assam State AIDS Control Society, will be binding and final in all cases.**

**3. The Tender documents are not transferable.**

**Project Director,  
Assam State AIDS Control Society,  
Khanapara, Guwahati-22**

## **TENDER FOR**

### **PRINTING AND INSTALLATION OF PERMANENT HOARDINGS FOR ASSAM STATE AIDS CONTROL SOCIETY, KHANAPARA:GUWAHATI-22**

Sealed tender under two bid System affixing court fee stamp (IPO in case of Bidders outside Assam) worth Rs. 8.25 (Rupees eight & twenty five paisa) only are invited from registered Advertising Agencies for installation of Permanent Hoardings for Assam State AIDS Control Society. The validity of the tender will be 90 (Ninety) days.

#### **1. ELIGIBILITY CRITERIA**

- a. Bidder should be a registered Govt. approved Advertising Agency.
- b. The firm should have a minimum turnover of Rs. 20,00,000/- p.a.
- c. Supply shall be affected directly by the bidder and not through any other agency.

#### **2. GENERAL CONDITIONS**

- a) A complete set of bidding documents may be purchased by any interested eligible bidder on submission of written application and upon payment of the cost of tender document (non – refundable) of Rs.500/- in the form of Demand Draft/ Banker’s Cheque in favour of PD, Assam State AIDS Control Society payable at Guwahati. The Bidding document may be obtained during office hours on all working days. The tender documents may also be downloaded from the official website- [www.assamsacs.org](http://www.assamsacs.org). The bidder downloading the Bid document from the website will be required to deposit Rs.500/- (non – refundable) in the form of Demand Draft drawn in favour of “ Assam State AIDS Control Society” payable at Guwahati while submitting the Tender.
- b) All bids must be accompanied with Earnest Money Deposit (EMD) as specified in the bid document and must be furnished with the bid.
- c) Bids shall be opened in presence of bidders/ representatives who intend to attend, on the specified date and time.
- d) At any time prior to the date of submission of bid, the authority inviting tender may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment. All prospective bidders who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid, the authority inviting tender, may at his discretion, extend the date and time for submission of bids.
- e) The bid and all correspondence and documents shall be in the English language.
- f) The tender document is not transferable.

g) The Bidding Document shall be signed by the tenderer in all the pages with official seal.

**Quotation without original Bidding Document shall be rejected.**

h) Interested eligible bidders, if so desire, may obtain further information from the office of the authority inviting tender.

### **3. TECHNICAL BID “COVER ‘A’”**

The bidder shall furnish along with the bid, the following, in a separate cover, hereinafter called **Cover ‘A’**

- a) All bids must be accompanied by **EARNEST MONEY DEPOSIT** amounting to Rs. 20,000/- in the form of Demand Draft/ Banker’s Cheque in favour of the Project Director, Assam State AIDS Control Society, payable at Guwahati. EMD of the successful bidder shall be retained till completion of the contract but shall not carry any interest. In case the successful bidder fails to execute the agreement or withdraws his bid within the validity period of the bid, the EMD shall be forfeited. The EMD of the unsuccessful bidders will be returned within 30 days from the date of finalization of the tender.
- b) The bidder must have experience in the respective field for the past 3(three) financial years and value of a single order of similar works to Govt. Organization/ departments/ Pvt. Companies during this period should be minimum 5(Five) lakhs Annexure II.
- c) Annual Turn Over Statement along with Income Tax Return Acknowledgement for last 3 years in the specified format (Refer **Annexure III**) certified by the Auditor/ Chartered Accountant.
- d) Valid Trade License, up to date.
- e) Valid VAT Registration Certificate.
- f) Photocopy of PAN Card and Bank A/C No.
- g) Authorization like Power of Attorney or Resolution of the Board for the officer of the company who have signed on the tender document and the bid.
- h) Undertaking in the form at **Annexure IV** confirming acceptance of all terms and conditions of the tender.
- i) An undertaking on fraud and corruption as per **Annexure V**.
- j) Sample of flex (A4 size- 1no.) needs to submit along with the tender duly signed by the bidder under institutional seal. Installation will be executed as per the sample.
- k) All the above documents mentioned in **Para 3 along with Agreed Terms and Conditions as per Annexure-VI** shall be submitted in separate sealed cover super scribed as “COVER ‘A’, “TENDER FOR PRINTING AND INSTALLATION OF PERMANENT HOARDINGS”, (TENDER No. ASACS/NACP-IV/Proc/PH/2013/352/Pt-I/34 ; Dated:27/02/2017) & ADDRESSED TO “**OFFICE OF THE PROJECT DIRECTOR, ASSAM STATE AIDS CONTROL SOCIETY, KHANAPARA, GUWAHATI – 22**”.

#### **4. PRICE BID “COVER ‘B’”**

- a) Bid shall be type written and correction, if any, in the bid shall invariably be attested with full signature by the bidder with date, failing which the bid shall be considered ineligible for evaluation. Corrections done with correction fluid shall also be duly attested.
  - b) The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, Excise Duty, Sales Tax/VAT, Freight, Insurance, Installation etc, if any.
  - c) Each page of the price bid shall be duly signed by the bidder with official seal.
  - d) The tenderer shall duly fill up **Annexure-VII** for items quoted and their rates and shall submit in a separate sealed cover super scribed as “ **COVER ‘B’** “TENDER FOR PRINTING AND INSTALLATION OF PERMANENT HOARDINGS”, (TENDER No. ASACS/NACP-IV/Proc/PH/2013/352/Pt-I/34; Dated:27/02/2017) & ADDRESSED TO “**OFFICE OF THE PROJECT DIRECTOR, ASSAM STATE AIDS CONTROL SOCIETY, KHANAPARA, GUWAHATI – 22**”.
5. The Cover ‘A’ and Cover ‘B’ shall be separately sealed and both the covers shall be put in another sealed cover super scribed as “**TENDER FOR PRINTING & INSTALLATION OF HOARDINGS FOR ASSAM STATE AIDS CONTROL SOCIETY, KHANAPARA, GUWAHATI-22**” (TENDER No. ASACS/NACP-IV/ Proc/PH/2013/352/Pt-I/34 ; Dated: 27/02/2017) & ADDRESSED TO “OFFICE OF THE PROJECT DIRECTOR, ASSAM STATE AIDS CONTROL SOCIETY, KHANAPARA, GUWAHATI-22.”
6. **Cover ‘A’** i.e. Technical Bids shall be opened at the office of the purchaser intimated earlier, on the date and time specified in presence of the intending bidders or their authorized representatives.
7. **Cover ‘B’** i.e. the Price Bids of the bidders who meet the eligibility criteria, evaluated based on the details furnished in Cover ‘A’ shall only be opened and the date and time of opening of Cover ‘B’ shall be intimated to the eligible / short listed bidders.

#### **8. BID EVALUATION**

The bidder to quote the lowest rate (L1) may not be the successful bidder if he fails to fulfill the technical/ specifications criteria. **Bidder(s) to fulfill all technical/ specifications criteria shall only be recommended for Price Bid Evaluation.** Conditional discounts shall not be taken into account for price comparison. However, same shall be considered in case of placing order if the bidder happens to be L1.

## **9. VALIDITY OF TENDER**

Quotation shall remain valid for a period of 90 days after the deadline date specified for submission of quotation. The successful bidder(s) is/ are bound to supply the items at agreed rates during this period whenever necessary. This validity period may be further extended with mutual consent.

## **10. REASONABILITY OF RATES/ FIRM PRICE**

- a) The bidder shall certify that the rates quoted are the lowest ones.
- b) During the period of the contract, if the price of any tendered item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the purchaser and shall charge the reduced rates. The purchaser is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction of rates.
- c) Subject to the condition stipulated above, the prices shall remain **firm** for the validity period of tender and on no account any increase in price shall be entertained till completion of the tender period.
- d) No bidder will be allowed at any time on any ground whatsoever, to claim revision of or modification in the rates quoted by him. The representation of the bidder that computation/ typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after opening of the bid.

## **11. STATUTORY TAXES/ DUTIES**

In case of any enhancement of Taxes and/ or duties or levy of fresh Taxes/ duties due to Statutory Act of the Govt., after date of submission of the tenders and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. For this purpose, the supplier shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item.

However, the same shall not be borne by the purchaser in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract.

## **12. PERFORMANCE SECURITY DEPOSIT**

The successful bidder shall be required to submit within 15 days, Performance Security Deposit @ 8% of the order value in the form of Bank Guarantee valid for a period of 14 months. The Performance Security Deposit shall be released on completion of 1 year from the date of installation of hoardings and submission of report of changing message of the hoarding after six months of installation. Subject to the Hoardings must be in good condition.

In case the supplier fails to execute the order or fails to perform the services as per agreed terms of contract, in addition to other penal actions, the Performance Security Deposit shall be forfeited.



**13. AGREEMENT**

The successful bidder shall execute an agreement as per proforma in Annexure VIII within 30 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

**14. NON ASSIGNMENT**

The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever.

**15. COMMUNICATION**

All notices or communications relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the bidder if delivered to him or left at his premises, places of business or abode.

**16. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD**

Failure of the successful bidder to comply with the requirements of signing of contract and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security.

Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance.

**17. TENTATIVE QUANTITY**

The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

**18. INSPECTION & QUALITY ASSURANCE**

The purchaser and /or his authorized representative(s) have the right to inspect the facilities of the Units to quote for this tender, before accepting their rates or before awarding the contract, or at any point of time during the continuance of the tender and has also the right to reject the tender or not to reorder based on facts brought out during such inspections.

However, such inspection shall not absolve the supplier from his responsibility of strictly adhering to the specifications & other conditions spelt out in the tender.

**19. DELIVERY CONDITION**

- i) The contract should be executed within 30 days from the date of receipt of the Purchase Order.
- ii) The units as per order shall be handed over to the authorized representative(s) of the purchaser at the specified location and the same shall be duly receipted.

## **20. PENALTY FOR DELAY IN INSTALLATION**

- a) In case there is delay in installation of Hoardings beyond the stipulated period as mentioned in delivery clause, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.
- b) Once the maximum price reduction is reached, termination of the contract may be considered.
- c) Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of EMD and Performance Security and other penal provisions.

## **21. FORCE MAJUERE**

The above condition of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

## **22. FRAUD & CORRUPTION:**

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices -

- a) "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
- b) "Fraudulent Practice" means misrepresentation or omission of facts in order to execution of contract.
- c) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- d) "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid

shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.

In the bid document itself, an undertaking from the bidders may be obtained in the format at **ANNEXURE- IV**.

**23. LOCAL CONDITIONS**

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after purchaser accepts the bid.

**24. WAIVAL / ALTERATION ETC**

Bidders request for waive, alteration etc. in respect of bid document fee, EMD, performance security etc. shall not be entertained and hence no formal reply shall be given for such requests.

The bids shall not be opened of those bidders who have not complied with the provisions of the Bid Document Fee and / or EMD clause of the Tender Document.

**25. SAVING CLAUSE**

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

**26. LAWS GOVERNING THE CONTRACT & JURISDICTION**

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Civil Court within the city of Guwahati only.

**27. PAYMENT TERMS :**

The paying authority on production of the following documents shall make payment:-

- a. Invoice in duplicate along with installation certificate duly signed by the Deputy Commissioner/ Addl. Deputy Commissioner (Health) of the district concerned with full view photographs: 2 nos. – One from front and the other from back side may be submitted.
- b. On receiving of above documents the paying authority will conduct inspection to the installation sites through its officials and after getting verification report payment will be released.

## List of Destination with Specifications and Quantity

### **1. Specifications and Quantity:**

- a) **Name of item:** Permanent Hoarding
- b) **Quantity:** 30 (thirty) nos. (Qty may be increased or decreased)
- c) **Size of Hoarding:** 8ft. X 4 ft.
- d) **EMD amount:** Rs.20,000/-.
- e) **Requirement of Display Unit:** Will stand on two round pipe of 2" each and the height will be as per requirement.
- f) Display Unit will be made up of Retro-reflector with aluminium sheet (2 mm) and which will get support of 5 nos. of angles fixed from back, Entire structured will be painted with Red Oxide Primer coated with fine quality colour.
- g) The bottom of the flex will be minimum 8ft. from the base level.
- h) Hoarding attached to the joist will be fixed to the ground on concrete basement of 3'(L) X 2'(B) X 4'(D).
- i) The hoarding will be supported by two nos. of iron angles (40mm X 40mm approx.) fixed on concrete basement as per requirement from the back side.
- j) The following message should be displayed on aluminium sheet on the left corner (Back side), "**ASACS, Khanapara, Guwahati-22, Year-2016-17**". The size will be 3ft X 6 inches.
- k) The contents of the message for the hoarding shall be provided by ASACS to the selected bidder (s).
- l) The selected bidder shall ensure display of the advertisement and maintain it for a period of one year from the date of its display. If any damage, torn out occurs due to natural calamity or any other reasons, the hoardings will be repaired/ replaced by the firms immediately at their cost within a period of 10 -15 days from the date of receipt of the complaint, for which no payment will be made
- m) The message of the hoarding will be replaced after 6 months of the installation of the hoardings, for which no extra payment will be made. The matter for printing will be collected from ASACS during that period. The initiative should be taken by the venders on completion of six months of installation otherwise security deposit money will be forfeited.
- n) The exact locations for erection of hoardings shall have to be ascertained from the concerned authorities.
- o) In case, any defect is noticed/ reported from districts or Inspection Team of ASACS, the same will be rectified immediately without additional cost.

**Annexure - I**

**List of Locations:-**

<b>SI No</b>	<b>Component</b>	<b>Location</b>
1.	IEC	Office of the Deputy Commissioners

**PROFORMA FOR PERFORMANCE STATEMENT  
(FOR A PERIOD OF LAST 3 YEARS)**

Name of firm \_\_\_\_\_

<b>SL.</b>	<b>Name of the item</b>	<b>Year</b>	<b>Quantity installed</b>	<b>Value</b>	<b>Name and full address of the purchaser</b>
1		2	3	4	5
1.					
2.					
3.					

Signature and seal of the Bidder \_\_\_\_\_

**ANNEXURE-III**

**ANNUAL TURN OVER STATEMENT**

The Annual Turnover of M/S\_\_\_\_\_ for the past three years and concurrent commitment for the current financial year are given below and certified that the statement is true and correct.

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<i>Sl. No.</i>	<i>Year</i>	<i>Turnover in Lakhs (Rs)</i>
1.	2013-14	-
2.	2014-15	-
3.	2015-16	-

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Total - Rs. \_\_\_\_\_ Lakhs.

Average turnover per annum - Rs. \_\_\_\_\_ Lakhs.

**Concurrent Commitment**

Sl. No.	Contract Ref.	Purchaser	Total Contract Value	outstanding Value	Estimated Delay in completion date

Date:  
Seal:

Signature of Auditor/ Chartered Accountant

(Name in Capital)

UNDERTAKING

To

Tender No. ASACS/NACP-IV/Proc/PH/2013/352/Pt-I/ , Dated:

For supply of \_\_\_\_\_

Sir,

1. I, Shri \_\_\_\_\_, on behalf of M/S \_\_\_\_\_ having registered office at \_\_\_\_\_, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office of .....to print and install hoardings at different places in the state of Assam. The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the prevailing market rate.
3. The hoardings shall be strictly as per specifications and of the best quality as per requirement of the institution. The decision of the Office of ..... (hereinafter called the said Purchaser) as regards to the quality and specifications of hoardings shall be final and binding on me/us.
4. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited.
5. We hereby undertake to pay the **penalty** as per the terms and conditions of the contract for delayed installation.



6. We agree to accept the amount of the bill to be paid by the purchaser after completion of all formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
7. We hereby undertake to print and install the hoardings during the validity of the tender as per direction given in supply order within the stipulated period.
8. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
10. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment. Our company/firm or proprietor/partner(s)/director(s) not blacklisted by any authority(s)

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF  
THE FIRM :

SEAL :

**UNDERTAKING ON FRAUD AND CORRUPTION**

We M/s ..... Do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for printing and installation of hoardings of ..... under tender reference no. .... Dated..... We shall strictly observe the laws against fraud and corruption in force in the country.

Sd/-

Signature of proprietor/Partner/Director  
Designation:

Seal:

**NAME OF THE PURCHASER  
AGREED TERMS & CONDITIONS**

**Tender No. ASACS/NACP-IV/Proc/PH/2013/352/Pt-I/**

**Dated:**

**A. Details of Bidder**

Bidder

Offer Ref

Telephone No.

Fax No.

Contact Person:

Signature:

E-mail:

**B. Definitions**

1. "Purchaser" means ..... or his authorized representative.
2. "Bidder" or Participant means a person or firm or company who has made an offer for supply of goods and /or works as per tender.
3. "Vendor" or "Supplier" means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
4. "Site" means the premises of the purchaser or any other place as decided by the purchaser.

**NOTE: The questionnaire below must be duly filled in and should be enclosed with the bid. Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire.**

Sl No	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation/ furnished separately)
	<b>C. Technical</b>	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that all certificates/ deviations furnished.	
5.	Confirm that Earnest Money Deposit (EMD) as per bid document, for each schedule quoted, enclosed.	
	<b>D. Commercial</b>	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted prices include packing &	

	forwarding (P & F) all duties and taxes viz. Excise Duty, Sales Tax/VAT, freight, insurance, installation & commissioning at site.	
3.	It is noted that the statutory variations in taxes and duties within the Contractual delivery period shall be borne by the purchaser.	
4.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by you.	
5.	If 5 above is not acceptable, advice maximum possible rate of ED changeable that shall be loaded to your price.	
6.	Confirm that in case of delay on you account any new or additional duties and taxes imposed after the contractual delivery date shall be to your account. This will be in addition to Price Reduction for Delay in Delivery.	
7.	Confirm acceptance of Price Reduction Schedule for delay in Delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value.	
8.	Indicate Firm Delivery Period, which shall be counted from the date of placement of order and date of commissioning and acceptance of the installed equipment by purchaser's representative shall be considered as the delivery completion date.	
9.	Confirm acceptance of relevant payment terms specified in the bid document.	
10.	Force Majeure - Delivery period, price reduction termination etc are subject to Force Majeure Condition as stipulated in the bid document.	
11.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
12.	Packing / forwarding, transportation, loading/ unloading and insurance are supplier's responsibility.	
13.	Confirm acceptance of submission of Performance Security @ 8% of the total order value in the form of Bank Guarantee, valid till the stipulated time.	
14.	Confirm acceptance of Part order.	
15.	Confirm acceptance of repeat order within 12 months from the date of basic order at same price and terms & conditions.	
16.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Condition indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
17.	Confirm that you shall observe the highest standard of ethics during bidding and in case favoured with an order, during execution of the order, without resorting to any fraud, corruption and/or coercion.	

**Signature  
Seal**

**PRICE- BID**

Tender No. ASACS/NACP-IV/Proc/PH/2013/352/Pt-I/

Dated:

**SCHEDULE OF RATES**

SL. No.	Item with Specifications	Quantity	Unit Price (In INR)	Taxes/Duties Per Unit	Total Unit Price (Landed Cost)
			(A)	(B)	(A) + (B)

**DEED OF AGREEMENT**

THIS DEED OF AGREEMENT is made on this ..... day of ..... year

BETWEEN

(1) Name and Address of the Purchaser: (hereinafter called the First Party).

AND

(2) Name and Address of the bidder: (hereinafter called the Second Party).

WHEREAS the Purchaser invited bids for printing and installation of permanent hoardings and has accepted a bid by the Supplier for printing and installation of permanent hoardings throughout the state of Assam at total sum of Rs. (Rupees ..... ) only, including all taxes, installation, etc, (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser (First Party) and the Supplier (Second Party), and each shall be read and constructed as an integral part of the Contract:

A. This Deed of Agreement.

B. Special Condition of Contract.

C. General Condition of Contract:- This clause includes the following:-

(i) That no change in the price is allowed after the order is placed to the supplier.

(ii) **Penalty for Delay in Installation:** In case there is delay in installation beyond the stipulated period as mentioned in delivery clause, there shall be reduction in price @ 0.5% of the value of delayed installation per week of delay or part thereof subject to a maximum of 10% of the total order value. Once the maximum price reduction is reached, termination of the contract may be considered.

Non-performance of the contract provisions shall make the Second Party liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of EMD and Performance Security and other penal provisions.

(iii) **Performance of Security Deposit:** The successful bidder shall be required to submit within 15 days, Performance Security Deposit @ 8% of the order value in the form of Bank Guarantee valid for a period of 14 months. The Performance Security Deposit shall be released on completion of 1 year from the date of installation of hoardings and submission of report of changing message of the hoarding after six months of installation. Subject to the Hoardings must be in good condition.

In case the supplier fails to execute the order or fails to perform the services as per agreed terms of contract, in addition to other penal actions, the Performance Security Deposit shall be forfeited.

D. Technical Requirements (including Technical Specifications).

E. The Supplier's bid and original Price Schedules.

F. The Purchaser's Notification of Award: As per **Annexure- I**.

3. **Payment Terms:** After completion of the work, the second party will submit the following documents to the First party:-

a. Bill in duplicate along with installation certificate duly signed by the Deputy Commissioner/ Addl. Deputy Commissioner (Health) of the district concerned with full view photographs: 2 nos. – One from front and the other from back side may be submitted.

b. On receiving of above documents an inspection will be conducted to the installation sites through ASACS officials and after getting satisfactory verification report payment will be released.

4. It is mutually decided and agreed upon by the parties herein that in the event of any dispute that may arise between the parties hereto, Guwahati Courts will have exclusive jurisdiction to settle the said dispute, provided arbitration by a mutually agreed arbitrator fails.

IN WITNESS WHEREOF the parties hereto have signed this DEED OF AGREEMENT on this -  
----- day of ----- year.

Witnesses:-

1.....  
.....

Signature of First Party with seal

2.....  
.....

Signature of Second Party with seal