

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

No. ASACS/NACP-IV/Proc/WW/2016/967/10

Dated: 27.02.2017

Short Notice Inviting Tender

Sealed quotation in single bid system affixing non-refundable court fees Stamp worth of Rs. 8.25 (Rupees eight and paise twenty five) only are invited by The Project Director, Assam State AIDS Control Society from reputed Advertising Agencies for Wall Writing on behalf of Assam State AIDS Control Society, Khanapara, Guwahati-22. The quotation must reach the undersigned on or before **15/03/2017** up to **2:00 P.M.** after which no quotation will be accepted. The quotation will be opened on the same day at **2:30 P.M.** in presence of the bidders or their authorized representatives, if any. No Complaint will be entertained and considered on the plea of postal delay or otherwise and also no correspondence will be made or entertained regarding non-compliance of any terms and conditions and submission of documents along with the quotations as required. An EMD @ 2% of the cost of quoted items is required to submit along with the tender. The validity of tender will be 90 (ninety days) and the rate will be fixed for 1 (one) year initially. **Numbers may be increased/ decreased subject to the availability of fund.**

A. All quotations duly sealed must be addressed to the Project Director, Assam State AIDS Control Society, Khanapara, Guwahati-22, and super scribed as “**Tender for Wall Writing for Assam SACS**” on the top of the sealed cover. Full name and address of the bidder should be mentioned on the cover.

B. ELIGIBILITY CRITERIA

- a. Bidder should be a registered 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.
- d. The bidder must have experience in working with reputed Govt. Organization/ departments/ Pvt. Companies the respective field for the past 5(Five) financial years
- e. The bidding company/firm or proprietor/partner(s)/director(s) not blacklisted by any authority(s)

C. Copy of following documents should be enclosed along with the quotation:-

- a. Service Tax Registration- if any
- b. Photocopy of PAN Card.
- c. Up to date Trade License.
- d. Up to date Registration Certificate from Directorate of Advertising and Visual Publicity (DAVP).
- e. Record of work done. Photographs & Videography on DVD
- f. Experience Certificate issued by agency where the same work has been done in last 5 (five) years

D. BID PRICE

- a. Bidder should submit the quotation as per format enclosed herewith.
- b. All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to change/ modification on any account.
- d. The prices shall be quoted in Indian Rupee only.

E. VALIDITY OF QUOTATIONS

Quotation shall remain valid initially for a period of 90 (ninety) days after the deadline date specified for submission of quotation.

F. VALIDITY OF RATES

The rate will be fixed for 1 (One) year from 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. However, the Tendering Authority reserve the right to reduce/ cancel the validity period

G. DELIVERY CONDITION

- i) The contract should be executed within 30 days from the date of receipt of the Purchase Order.
- ii) The Project Director, Assam State AIDS Control Society reserves the right to change locations and numbers given in Annexure - I.

H. EARNEST MONEY DEPOSIT

All bids must be accompanied with **EARNEST MONEY DEPOSIT @ 2%** of the cost of quoted items in the form of Demand Draft/Bankers 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 contract and/ or withdraws the bid within the validity period of the bid, the EMD shall be forfeited. The EMD of the unsuccessful bidders will be returned after finalization of the tender.

I. PERFORMANCE SECURITY DEPOSIT:

Performance Security Deposit @ 4% of the order value, will be deducted from the payment. The Performance Security Deposit shall be released on completion of the validity of the tender.

J. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security.

Under such 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.

K. DELAY IN DELIVERY

- a. In case there is delay in completion of the job beyond the stipulated period as mentioned in delivery clause, there shall be reduction in price @ 0.5% of the value of uncompleted jobs 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 other penal provisions.

L. EVALUATION OF QUOTATIONS

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.

M. AWARDS OF CONTRACT

The purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who will be qualified to be the lowest evaluated bidder.

Notwithstanding the above, the purchaser reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotations at any time prior to the award of the contract.

The bidder whose bid is accepted will be notified of the award of the contract by the purchaser prior to the expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the purchase order.

N. 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.

O. 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.

P. AGREEMENT

The successful bidder shall execute an agreement as per proforma in Annexure II within 7(seven) days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

Q. PAYMENT TERMS:

No advance payment shall be made. The paying authority on production of the following documents shall make payment:-

- a. Completion Certificate from authorities where wall writing done as per Annexure - I
- b. Invoice in triplicate.
- c. Photographs.
- d. On receipt of the above documents the paying authority shall make payment to the supplier after deduction of Performance Security Deposit amount @ 4% of the order value.

R. The Project Director, Assam State AIDS Control Society reserves the right to accept or reject any or whole of the quotations without assigning any reason thereof. The decision of the Project Director, Assam State AIDS Control Society will be binding and final in all cases.

Wall Writing (Technical Specification)

Size – 6 feet breadth X 4 feet height. Background colour should be golden yellow (double coating). Size of the letter (main message – red colour) 8 inches. Size of the letter (sub-message – black colour) 4-inch. Size of logo 8 inches in Black & Red colour. White panels Dark Blue Letter 6 inches (for organization name). Panels size 12 inches

Format of Price Bid

Sl. No.	Items with Specification	Qty	Unit Rate (Rs.)	Tax (Rs.)	Total Unit Cost (Rs.)
1.	<u>Wall Writing</u> Size – 6 feet breadth X 4 feet height. Background colour should be golden yellow (double coating). Size of the letter (Main Message –red colour) 8-inches. Size of the letter (sub Message – black colour) 4-inch. Size of logo 8 inches in Black & Red colour. White panels Dark Blue Letter 6 inches (for organization name). Panels size 12 inches	759 Nos.			

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

Annexure - I

District & Location	Kamrup (R)	Kamrup (M)	Dibrugarh	Nagaon	Karimganj	Jorhat	Barpeta	Golaghat	Sonitpur	Kokrajhar	Tinsikia	Bongaigaon
DC Office	1	1	1	1	1	1	1	1	1	1	1	1
SDO (C) office	2	1	1	3	1	3	2	3	2	2	3	2
Circle office (as per 2001 census)	15	0	7	11	5	5	8	5	7	5	4	5
Medical College/ District Hospital	1	1 MC	1 MC	1	1	1 MC	1 MC	1	1	1	1	0
Block PHC	13	1	6	9	5	7	9	5	7	4	4	6
Mini PHC	10	8	11	15	8	10	18	15	10	5	10	10
SHC	0	0	0	3	2	1	4	2	6	7	1	4
State Dispensary	5	5	5	5	5	5	5	5	5	5	5	5
Sub Centre	15	5	15	15	15	15	15	15	15	15	15	15
Colleges	4	4	4	4	4	4	4	4	4	4	4	4
Railway Stations/ bus stands	4	4	4	4	4	4	4	4	4	4	4	4
Market Places	3	3	3	3	3	3	3	3	3	3	3	3
Fuel Stations (oil depot)	3	3	3	3	3	3	3	3	3	3	3	3
Total	76	36	61	77	57	62	77	66	68	59	58	62

Grand Total 759 nos.

DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made on this day of year

BETWEEN

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

AND

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

WHEREAS the Purchaser invited bids for wall writing in specified places and has accepted a bid by the bidder for Wall Writing throughout the state of Assam at total sum of Rs. (Rupees) only, including all expenses and taxes, photography, 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 Bidder (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 bidder.
 - (ii) **Penalty for Delay in execution:**
 - a. In case there is delay in completion of the job beyond the stipulated period as mentioned in delivery clause, there shall be reduction in price @ 0.5% of the value of uncompleted jobs 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 other penal provisions.

(iii) **Performance of Security Deposit: PERFORMANCE SECURITY DEPOSIT:**

Performance Security Deposit @ 4% of the order value, will be deducted from the payment. The Performance Security Deposit shall be released on completion of the validity of the tender

D. Technical Requirements (including Technical Specifications).

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

F. The Installation/writing areas: As per **Annexure- I**.

G. Payment Terms

No advance payment shall be made. The paying authority on production of the following documents shall make payment:-

- e. Completion Certificate from authorities where wall writing done as per Annexure - I
- f. Invoice in triplicate.
- g. Clear Photographs of the wall writing from some distance to view the surrounding areas
- h. On receipt of the above documents the paying authority shall make payment to the supplier after deduction of Performance Security Deposit amount @ 4% of the order value.
- i. In case completion certificate or photographs not submitted, claim for the same will be deducted.

3. 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