



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

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No. ASACS/NACP-V/IEC/Prison/2023/1408/16

Dated 13/06/2023

Notice Inviting Tender

Sealed tender 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 Firms/ Agencies for Digital Wall Painting on behalf of Assam State AIDS Control Society, Khanapara, Guwahati-22. The tender must reach the undersigned on or before 28/06/2023 up to **3:00 P.M.** after which no tender will be accepted. The tender will be opened on the same day at **3:30 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 tenders 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 actual requirement and availability of fund.** For details visit <https://asacs.assam.gov.in> or <https://sppp.assam.gov.in/#/en/>

A. All tenders duly sealed must be addressed to the Project Director, Assam State AIDS Control Society, Khanapara, Guwahati-22, and super scribed as **“Tender for Wall Painting 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. Supply shall be affected directly by the bidder and not through any other agency.
- b. The bidder must have experience in working with reputed Govt. Organization/ departments/ Pvt. Companies the respective field for the past 2(two) financial years
- c. 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 tender:-

- a. GST Registration Certificate
- b. Photocopy of PAN Card
- c. ITR return of the last three years
- d. Up to date Trade License.
- e. Experience Certificate issued by agency where the same work has been done in last 2 (two) years

D. BID PRICE

- a. Bidder should submit the tender 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, however the GST should be shown separately
- 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. There should be no hidden cost

E. VALIDITY OF TENDERS

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

F. VALIDITY OF RATES

The rate will be fixed for 1 (One) year from the deadline date specified for submission of tender. The successful bidder(s) is/ are bound to complete the work 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. LOCATION & COMPLETION TIME

- i. The works allotted must be completed within 60 (sixty) days from the date of receiving the office order.
- ii. The locations of wall painting given in the Annexure “A”. However 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. 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.

J. 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 3 (three) years, in addition to forfeiture of EMD and other penal provisions.

K. EVALUATION OF TENDERS

The bidder to quote the lowest rate (L1) may not be the successful bidder if he fails to fulfill the technical/ specifications criteria or fails to submit the documents asked. Bidder(s) to fulfill all technical/ specifications criteria shall only be recommended for Price Bid Evaluation.

L. AWARDS OF CONTRACT

The purchaser will award the contract to the bidder whose tender 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 tender and to cancel the bidding process and reject all tenders 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 tender validity period. The terms of the accepted offer shall be incorporated in the purchase order.

M. 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.

N. 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.

O. 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.

P. 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.

- Q. The Project Director, Assam State AIDS Control Society reserves the right to accept or reject any or whole of the tenders 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 Painting (Technical Specification)

Specifications of Digital Wall Paintings in Jails across Assam

Total no of Jails: 32 nos (including 1(one) no of detention centre)

Total number of wall paintings per jail: 4 nos (approx)

Size of one Wall Painting: 6ftx4ft (average)

Technical Specifications:

Content: Media consists of water-based coating and release liner

Description: Smooth bright white opaque water based coating of High Dynamic sensitivity of water.

Substance: Non PVC

Temperature Sustainability: 0 degree C to 150 degree C

Basis Weight: 35 GSM (+-) 8GSM

Adherent/Fixing: No Adhesive or gumming

Fixing Technology: Water based solution to melt in n kind of even or uneven surface

Total Caliper of media: 155/170 +- 8 GSM

Shelf Life: Print life 1 year and base media life 3 years

Substance: Water Bond (The Specification has been set for a long term and innovative publicity)

Format of Price Bid

Sl. No.	Items with Specification	Rate per square feet (Rs.)	GST (Rs.)	Total Cost (Rs.)
1.	<u>Wall Writing</u> Size – 6 feet breadth X 4 feet height.			

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

Annexure - I

Total no of Jails Across Assam: 32 nos (including 1 no of detention centre)

Total number of wall paintings per jail: 4 nos. (approx)

Size of one Wall Painting: 6ft x 4ft (average)

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/documentation, 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 3 (three) years, in addition to forfeiture of EMD and other penal provisions.

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:-

- d. Completion Certificate from authorities where wall writing done as per Annexure - I
 - e. Invoice in triplicate.
 - f. Clear Photographs of the wall writing from some distance to view the surrounding areas
 - g. 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 2023.

Witnesses:-

1.....
.....

Signature of First Party with seal

2.....
.....

Signature of Second Party with seal