

Date.....

Bid Ref No.

To (Name & Address of Purchaser)

.....
.....
.....

Sir/Madam,

Having examined the tender documents and technical specifications, I/We do hereby tender to execute whole/part of the work (Procurement of Publicity materials (Print & Outdoor media)) along with any extra job in conformity with the said tender document.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule notified by the purchaser.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent of 10% of the contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

I/We hereby also attach earnest money as FDR duly pledged to the "DGHS, Uttarakhand" of `..... (Rupees.....) only No-..... dated..... Name of the bank..... Place..... which must be forfeited to Government of Uttarakhand, If I/We fail to sign the contract/agreement, which I/We have inspected, within the time specified in the notice calling for execution of the assignment.

I/We also hereby authorize the Director General/Chairman to forfeit the earnest money deposited by me/us, incase I/We fail to execute the contract as per satisfaction of the authority concerned.

I/We do here by solemnly affirm that all the information furnished with the offer is true and nothing material is concealed.

Date:

Signature of Bidder/Tenderer

Name:

Address

Duly authorized to sign bid for and on behalf of

TERMS AND CONDITIONS OF TENDER

1. Only Indian Bidder shall submit the Tender.
2. Each Bidder shall submit only one Tender in the enclosed prescribed Tender form. Conditional Bid, Incomplete Bid and tender for the partial work will not be accepted. Tender documents are not transferable.
3. **Bid Price**
 - a. The Price should be quoted in INR and for material F.O.R. at Destination (Office of Chief Medical Officer of all 13 districts & DG Office, Dehradun, Uttarakhand).
 - b. The contract shall be for full quantity of each item as described in Annexure 'A'. The bidder may quote rates for the work as per schedule of requirement & technical details given in the **annexure A**.
 - c. It should be noted that the remunerations/cost which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authority for further information in this regard, if required. Hence all duties, taxes and other levies payable by the bidder under the contract shall be included in the unit cost of goods.
 - d. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
 - e. The tender must be submitted in the relevant tender box placed at the office of Director General, Health Services, Uttarakhand, Danda Lakhaund, PO Gujrada, Sahastradhara Road, Dehradun upto stipulated time. If the date of submission of tender is declared holiday, it will be opened on next working day.
 - f. Request for extension of due date will not be considered.
 - g. The Purchase committee constituted under Chairmanship of DGHS, Uttarakhand shall not be held responsible for non-receipt of tenders due to postal delay/loss in transit.
4. **Submission of Tender –**

The tender should be submitted in following two parts-

Part-I - Technical Bid- The sealed envelope showing technical bid shall essentially contain the following documents:

- (A) PAN, Trade/service Tax number.
- (B) Audited Balance Sheet showing Annual Turnover. The firm/agency should have minimum Annual turnover of Rs. 30.00 lacs in last 3 financial years (2012-13 onwards).
- (C) The bidder should submit ITR certificate of last 3 financial years (2012-13 onwards).
- (D) The bidder is required to submit an anti collusion certificate (undertaking) in the form of duly notarized affidavit that the bidder is not black listed by any Govt. Department/PSU for any assignment as on date or never before.
- (E) The bidder is required to submit the specimen of quality brand material, for which the rates are offered in the tender. Tenders without Sample will be rejected and each sample should be stamped & signed by the authorized person.
- (F) The bidder is required to submit earnest money of ` **22500/-** for 'Category-A' & **17000/-** for 'Category-B'. The earnest money should be attached with the Tender form in the form of FDR from a Nationalized Bank, pledged in favour of DGHS, Uttarakhand. No cash earnest money will be accepted. Tenders without EMD will be rejected.
- (G) The bidder's registered with Industry Department, Govt. of Uttarakhand as SSI Unit are entitled for price/purchase preference according to provisions listed in the related Govt orders. Such bidders, if any are required to submit the relevant certificate & essential documents.
- (H) The bidder should have working experience of similar type of assignments in the Government department/PSU in last three years. The certificate from the related department/PSU is required.

- (l) For printing jobs, the firm should have own printing press & in-house infrastructure/manpower. Relevant documents & copies of the bills are required to be submitted with the tender to support the said criteria.

Part- II - Financial Bid –

The financial bid placed in separate sealed envelope and marked as **Financial Bid** on the top of the envelop will be opened only after scrutiny of documents of technical bids submitted by the bidder. The tender must be submitted in their letter pad in sealed envelope, which must also be sealed with sealing wax and initialed twice across the seals and should contain the detailed price as per price schedule given at page-7.

Financial bids, which are found substantially responsive, will only be opened.

The envelope containing Technical & Financial Bid should be placed in a single envelop duly inscribed with “**Tender for Printing, supply & display of IEC/BCC materials/services**”.

5. **Opening of Tender:** The envelope containing Tender documents will be opened by the Committee headed or constituted by Director General (Health Services), Uttarakhand in the above office as per stipulated date & time. The presence of representatives of such bidders is desirable. If the date of opening of tender is declared holiday, it will be opened on next working day.
6. **Award of contract** - The purchaser will award the contract to the bidder whose tender has been determined to be technically substantially responsive and who has offered the lowest evaluated tender price.
 - 6.1. Notwithstanding the above, the purchaser reserves the right to accept any tender and to cancel the bidding process and reject all tender at any time prior to the award of contract.
 - 6.2. The purchaser prior to expiration of the tender validity period will notify the bidder whose bid is accepted, of the award of contract. The terms of the accepted offer shall be incorporated in the purchaser order.
 - 6.3. The bidder will be required to execute the work within **30 days** from the date of valid work order issued by the competent authority. However, it will be the responsibility of bidder to seek approval on creative/design/message within above duration.
 - 6.4. The Agency, whose tender is accepted, is required to submit security money @ 10% of total cost of work order through Bank Guarantee/FDR from a Nationalized Bank, pledged in favour of DGHS, Uttarakhand, which will be released after 3 months of satisfactory completion and full payment against the assignment.
 - 6.5. The Bidder who's Tender is accepted, will have to execute a bond on a Non Judicial Stamp paper of ` 100.00, to be furnished by the bidder.
7. Notwithstanding anything stated above, the office reserves the right to assess the Bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment, in the overall interest of Medical Health & Family Welfare Department, Uttarakhand, Dehradun.
8. The bidder may be asked to undergo inspection by the purchaser, to ascertain quality & specifications of the job, at any stage and the Purchaser shall have full rights to monitor the progress of job and to give instructions & directions at any stage, for modifying, altering, deleting or adding as deemed fit by the Purchaser and the bidder shall implement such modifications unconditionally.

9. The professional quality of the final product should be of high quality standard and no payment shall be made for the product found sub-standard/damaged/not in-conformity with design/ specifications.
10. The bidder will not assign this contract or sub-contract or any portion of it, without prior written consent of the Purchaser.
11. The bid will be cancelled on following grounds;
 - a. If quality of product is not found satisfactory.
 - b. If bidder is declared bankrupt.
 - c. Any other reason considered relevant by the Purchaser.

12. Mode of Payment –

- 12.1. Payment shall be made only after complete and satisfactory completion of the assignment.
 - 12.2. Bill in duplicate with one rupee Revenue Stamp affixed on it, along with copy of work order, should be submitted for payment, within 15 days after executing the assignment. Purchaser will not be held responsible for non-payment of bills submitted after the stipulated period.
 - 12.3. Income Tax and other admissible taxes will be deducted from the payment, as per rules.
 - 12.4. The payment shall be made as per the State Govt. Rules.
 - 12.5. The agency/firm will submit photographs & certificates from competent authority/Chief Medical Officer of the concerned district that will verify the satisfactory completion of the assignment, as per applicable. In absence of these documents, no payment will be made.
 - 12.6. No inquiry verbal or written shall be entertained in respect of acceptance/rejection of the tender.
13. The tender Committee's decision will be final in case of any dispute regarding specification, brand, make and model of goods. Final decision regarding admissibility of transport fares/miscellaneous charges etc. if any, considered necessary, shall rest with Purchase Committee constituted by Director General of Medical Health & FW, Uttarakhand for this procurement.
 14. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to Adjudication/Arbitration in accordance with the Arbitration & Conciliation Act 1996 and all disputes shall be subjected to the jurisdiction of Dehradun Judiciary.
 15. **Liquidated Damages:** If the agency/firm fails to complete the assignment within the specified period, the DGHS, Uttarakhand shall, without prejudice to its other remedies, deduct 0.5% per week and the maximum deduction is 2% of the contract price, as liquidated damages of unperformed services for each day or part thereof delay until actual performance. The Dep't may undertake any other punitive action against the bidder thereafter.

**Director (National Programme)
DGHS, Uttarakhand**

**Technical Specifications of
Publicity material (Print & Outdoor media)**

S. No.	Publicity Activity	Estimated Quantity	Specifications of Material
‘Category-A : Print Media/material’			
1	Annual calendar 2017	10000 Nos.	<ul style="list-style-type: none"> • Size : 17.25" x 22.5" • Total Leaf – 07 (06 leaves as back & front + 01 as fly leaf) • Printing : CMYK Multi color for 06 leaves, Single color for fly leaf. • Paper : 170 GSM Megno satin for 06 leaves and 100 GSM map litho for fly leaf • Binding : Wiro Binding • Packaging – Included, each bundle of 100 calendars in one packet should be wrapped with brown paper and tied with a plastic thread. • Supply- Office of Chief Medical Officer of all 13 districts & State Headquarter (Health) of Uttarakhand
2	Booklets	20000 Nos.	<ul style="list-style-type: none"> • Size : 5.5" x 8.5" • Pages : 20 with cover • Paper : 130 GSM art paper • Printing : Multicolor Printing • Binding : Centre Pin • Quantity : 20000 booklets • Supply : Office of Chief Medical Officer of all 13 districts & State Headquarter (Health) of Uttarakhand
‘Category-B : Outdoor Media services’			
3	Media activity by Flex Hoardings	100 Hoardings (25 big & 75 small size)	<p>To develop desired message with appropriate creative on the flex material & replace old flex with new designed flex on existing hoardings of following structure-</p> <ul style="list-style-type: none"> • Size of hoarding – 10ft×15ft (Small Size) & 15ft×20ft (Big Size) • Quality of Flex material - 11 Oz/ 375 GSM • Quality – Standard brand/make material will be used. • Designing- A creative containing 2-3 graphics/photographs with message/text is to be developed. • Hoarding structure- The existing hoardings are installed at 6½’ height from ground & grouted 3½’ in the earth with RCC. Hoarding structure - 1¼×1¼×1¼” square hollow pipe fram supported with 2 Iron angle. The flex will be mounted by screw/Flexi bond material & supported with 3C Channel. • The assignment also includes minor repair of existing hoarding structure. • Hoardings structures are installed in the premises of District Hospitals/Sub-District Hospitals, CHC, PHC of 13 districts in Uttarakhand.

Note-Quantity may increase or decrease.

Price Schedule (Quoting in Indian National Rupees)

1	2	3	4	5	6
S. No.	Name of Manufacturing firm/agency	Description of Goods	Quantity in Numbers	Unit Price (Included of all taxes and duties) (In `)	Total Price (In `)

We agree to supply the above goods in accordance with the technical specifications for a total Contract Price of `..... (amount in figures) (`.....) (amount in words) within the period notified by the purchaser.

Note-

1. Supplier shall furnish the price details in this format, any deviation from this format may cause for rejection of the price bid.
2. In case of discrepancy between unit price and total price, the unit price shall prevail.

Place:

Name:.....

Date:

Business Address:.....

Signature of Bidder:.....

DRAFT AGREEMENT

This indenture made on thisday of between M/S.....
..... (Name of Firm), R/O
.....

..... (here in after called the CONTRACTOR) which expression where the context so admits, or implies includes his Successor, heirs, Executors, Administrators and assigns of the one part And Director General, MH&FW, Uttarakhand (here in after called the PURCHASER) which expression where the context so admits, or implies includes his Successor in office and assigns of the Other part.

Whereas the Director General, MH&FW, Uttarakhand requires the Supply of
.....at the office of concern authorities (As per list).

And whereas the contractor has agreed to make the supply ofat the rates approved by the Director General, MH&FW, Uttarakhand vide letter No. dated..... as per the list enclosed herewith and signed by the Contractor, subject to the condition herein attached (hereafter called the said condition), shown in the supply order. The total supply of items may be of estimate cost ` (approx) pending upon the availability of allocations made time to time by the Director General, MH&FW, Uttarakhand.

Now it is hereby agreed by the and between the parties as follows:

That the Director General, MH&FW, Uttarakhand has accepted the tender of the Contractor for the execution and supply ofin concerned office during the period up to.....from the agreement date.

That the Contractor shall carry out the works as described in the Purchaser's advertisement/guidelines, efficiently in timely manner and in accordance with the specifications prescribed therein and Terms & Conditions thereto, to the complete satisfaction of the Purchaser.

That the Contractor has deposited a sum of `(Rupees..... only) vide FDR No.....dated..... ofBank Dehradun, pledged in favour of DGHS, Uttarakhand as security money in performance of this contract. Any sum that becomes due to the Purchaser herein under either on account of compensation or liquidated, damages at the discretion of the Purchaser, the said deposit or the balance at the discretion of the Director General, MH&FW, Uttarakhand as the case may be and the Director General, MH&FW, Uttarakhand will decide, shall be forfeited to the Purchaser and his contract may be cancelled under the powers herein after reserved.

That said condition, shall be read and construed as forming part of this contract and parties hereto respectively shall abide by, observe, perform and comply with the terms stipulations of the agreement and on their part to be observed, performed and complied with respectively.

To witness whereof the parties hereto have signed this deed on the dated respectively shown against their signatures.

Contractor/Bidder

Purchaser/Client
Signed for and on behalf of the
Director General
MH&FW, Uttarakhand

In presence of
1.
2.
(With full Postal Address)

In presence of
1.
2.
(With full Postal Address)

CONDITIONS OF THE CONTRACT

Besides the conditions written and announced through publication of Tender Notice, the Contractors shall observe following conditions during the validity of contract -

1. This Agreement, its meaning and interpretation and the relation between the parties shall be govern by the laws of Union of India.
2. For the Contract sum of, the Contractor shall make the supply of goods of standard specifications and quality necessary for the proper execution of supply order and shall execute in accordance with the contract and such carrying out of the supply order, shall be in thoroughly and workman like manner and to the satisfaction of the local offices and other departmental offices.
3. That during the period of the contract, the contractor shall either himself present or shall keep a reasonable Agent in attendance in this office campus for receiving the order from the authority concerned for the supply of said works promptly.
4. The contractor will have to supply the goods mentioned above at the place given the supply/work order to his own cost and risk. No transportation and Octroi shall be born by the department.
5. That the contractor shall execute the supply during the period of the contract in accordance to this standard as prescribed therein the Tender. However, local authority can also check the standard of supplies made.
6. That in case the contractor does not execute the supply of standard quality or of the stipulated quality as has been mentioned in the Para 4, the officer concerned shall presume that the supply has not been done of standard quality by the contractor and the officer concerned shall be at liberty to deduct as part of the supply not of standard quality or not to make payment for the whole supply order for which the contractor shall have no objection to it. It is further agreed that if the contractor continues to execute the supply of substandard quality or of not the stipulated quality, the contract of the contractor shall be cancelled and the amount of security money as deposited in their terms of agreement, shall be forfeited for which the contractor shall have no claim.
7. That the contractor shall start the execution of supply immediately as desired/ordered in the supply order and execute them in all respect to the satisfaction of the local officer by the time as mentioned in each order.
8. That the contractor will comply and execute the supply/work order according to the order given to him from time to time and as per specification mentioned therein.
9. That the payment will be made to the contractor by the officer concerned, on production of the bills and verification of the bills by the officer concerned at the rates approved by the Chairman of tender committee after satisfactory completion of the task. The above remuneration shall include all the costs related to carrying out the work, including overhead and any taxes imposed on (Name of Firm). No such advance payment shall be made to the contractor.
10. That the contractor shall not be allowed any payment for the substandard supply of items.
11. That the decision of the DGHS, Uttarakhand will be final and binding on both the parties, in case of any dispute and shall not be liable to go to the court of law. He is also empowered to sign the agreement and can cancel and shall be empowered to forfeit the security money on full or part there of as may be considered suitable by the Director General, MH&FW, Uttarakhand.
12. That the contractor shall be bound to remove all the packing material brought with supply.
13. That for all purposes with individual or partners of the firms or the owner will be responsible in the contract and in all the matters of dispute regarding standard of supply or any account etc., the decision of the DGHS, Uttarakhand will be final.
14. That no subletting, assignment or transfer of, the whole or part of the contract, except with the permission of the DGHS, Uttarakhand.

15. For quality and specifications of the IEC material, inspection can be made or the Agency may be asked to undergo inspection, by any agency or representative, authorized by DGHS, Uttarakhand with prior intimation. The Purchaser shall have full rights to monitor the progress of work being ordered to the Agency at all stages and to give suitable instructions and directions, at any stage for modifying, altering, deleting or adding, as deemed fit by the Purchaser. The Agency shall implement such modifications unconditionally.
16. If due to war, strikes, lock-outs, fire, blockade, riots, floods, natural calamities, acts of God or other obstacles or unforeseen circumstances beyond its control, the Agency is unable to complete assignments in the manner and time as mutually agreed, then it shall not be held responsible for any loss or damage which may be caused or sustained as a consequence.
17. The Agreement may be terminated on following grounds in consultation with the DGHS, Uttarakhand;
 - If Contractor delays the completion of work beyond a time limit set by the Purchaser.
 - If Contractor does not respond to Purchaser's letter for supply of material three times in a row.
 - If quality of material is not found satisfactory.
 - If the Contractor is declared bankrupt.
18. Any other reason considered relevant by DGHS, Uttarakhand.
19. If at any stage of process of/after work assignment, the Contractor is found to have concealed/mal-presented any fact/information which facilitated the assignment in any manner.
20. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to Adjudication/Arbitration in accordance with the Arbitration & Conciliation Act 1996 and all disputes shall be subjected to the jurisdiction of Dehradun Judiciary.
21. In witness thereof, the parties had signed this agreement on the day and year above written.

Contractor/Bidder

Purchaser/Client

Signed for and on behalf of the
Director General, MH&FW,
Uttarakhand

Name:

Name:

Designation:

Designation: