# Government eProcurement System

#### **eProcurement System Government of India**

#### **Tender Details**

Date: 12-Jan-2023 05:43 PM



Basic Details				
Organisation Chain	All India Institute of Medical Scien	All India Institute of Medical Sciences-Mangalagiri-Andhra Pradesh		
Tender Reference Number	AIIMS/MG/2022-23/Advt.Agency			
Tender ID	2023_AIMSM_734704_1	2023_AIMSM_734704_1		
Tender Type	Open Tender	Form of contract	Works	
Tender Category	Works	No. of Covers	2	
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No	
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No	
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No	

	Payment Instruments		
Offline	S.No	Instrument Type	
		Demand Draft	

Cover Details, No. Of Covers - 2			
Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Technical
2	Finance	.xls	Financial

Tender Fee Det	ails, [Tot	al Fee in ₹ * - 0.	<u>00]</u>	<b>EMD Fee Deta</b>	ils		
Tender Fee in ₹	0.00			EMD Amount in	20,000	EMD through	Yes
Fee Payable To	Nil	Fee Payable At	Nil	₹		BG/ST or EMD Exemption	
Tender Fee	No					Allowed	
Exemption Allowed				EMD Fee Type	fixed	<b>EMD Percentage</b>	NA
				EMD Payable To	Payable To AIIMS Mangalagiri	•	Payable At Mangalagiri

Click to view modification history

Work /Item(s)					
Title	NOTICE INVITING TENDER FOR ENGAGEMENT OF ADVERTISING AGENCY FOR PUBLICATION OF ADVERTISEMENTS OFAIIMS MANGALAGIRI IN NEWSPAPERS AT DAVP/DIPR RATES ON MAXIMUM DISCOUNT BASIS				
Work Description	NOTICE INVITING TENDER F ADVERTISEMENTS OFAIIMS DISCOUNT BASIS				
Pre Qualification Details	As Per Tender Document				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	10,00,000	<b>Product Category</b>	Publishing/Printing	Sub category	NA

Contract Type Ve	Rate Contract	Bid Validity(Days)	180	Period Of Work (Days)	60
	AIIMS Mangalagiri	Pincode	522503	Pre Bid Meeting Place	AIIMS Mangalagiri
Pre Bid Meeting Address	1	Pre Bid Meeting Date	19-Jan-2023 03:00 PM	Bid Opening Place	AIIMS Mangalagiri
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

<u>Critical Dates</u>			
Publish Date	12-Jan-2023 04:30 PM	Bid Opening Date	03-Feb-2023 04:30 PM
Document Download / Sale Start Date	12-Jan-2023 04:30 PM	Document Download / Sale End Date	02-Feb-2023 04:30 PM
<b>Clarification Start Date</b>	NA	Clarification End Date	NA
<b>Bid Submission Start Date</b>	12-Jan-2023 04:30 PM	Bid Submission End Date	02-Feb-2023 04:30 PM

NIT Document	S.No	Document Name		Description		Document Size (in KB)
	1	Tendernotice_1.pdf		NIT		810.9
Work Item Documents	S.No	Document Type	Documen	t Name	Description	Document Size (in KB)
	1	Tender Documents	Document.	pdf	NOTICE INVITING TENDER FOR ENGAGEMENT OF ADVERTISING AGENCY FOR PUBLICATION OF ADVERTISEMENTS OFAIIMS MANGALAGIRI IN NEWSPAPERS AT DAVP/DIPR RATES ON MAXIMUM DISCOUNT BASIS	1057.2
	2	BOQ	BOQ 77258	86.xls	ВОО	286.0

Bid Openers List				
S.No	Bid Opener Login Id	Bid Opener Name	<b>Certificate Name</b>	
1.	kumardash.fmt@aiimsmangalagiri.edu.in	Shreemanta Kumar Dash	SHREEMANTA KUMAR DASH	
2.	bikash@aiimsmangalagiri.edu.in	Bikash Chandra Satapathy	BIKASH CHANDRA SATAPATHY	
3.	fa@aiimsmangalagiri.edu.in	GOVINDA RAO DEVAKIVADA	GOVINDA RAO DEVAKIVADA	

<b>Tender Properties</b>			
Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	Yes
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	Н	Form Based BoQ	No

Tender Inviting Authority
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Name Gove	Name Govern Director, AIIMS Mangalagiri				
Address Procur AIIMS Mangalagiri					
Tender Creator	Tender Creator Details				
Created By	Shreemanta Kumar Dash				
Designation	Faculty In Charge, Procurement Cell				
<b>Created Date</b> 12-Jan-2023 03:51 PM					

# अखिल भारतीय आयुर्विज्ञान संस्थान, मंगलिगरी ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI

A CAB under Ministry of Health & family Welfare, Government of India

Tender No. AIIMS/MG/Procurement/06/2022-23/Advt. Agency



### NOTICE INVITING TENDER FOR ENGAGEMENT OF ADVERTISING AGENCY FOR PUBLICATION OF ADVERTISEMENTS OFAIIMS MANGALAGIRI IN NEWSPAPERS AT DAVP/DIPR RATES ON MAXIMUM DISCOUNT BASIS

#### **DISCLAIMER**

This Tender is not an offer by the All-India Institute of Medical Sciences, Mangalagiri but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the All-India Institute of Medical Sciences, Mangalagiri with the vendor/ bidder.

Mangalagiri, Guntur District, Andhra Pradesh - 522503

Website: <a href="www.aiimsmangalagiri.edu.in">www.aiimsmangalagiri.edu.in</a>
Tendering Portal: <a href="www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a>
Email: <a href="mailto:procurement@aiimsmangalagiri.edu.in">procurement@aiimsmangalagiri.edu.in</a>

#### **TENDER NOTICE**

# NOTICE INVITING TENDER FOR ENGAGEMENT OF ADVERTISING AGENCY FOR PUBLICATION OF ADVERTISEMENTS OFAIIMS MANGALAGIRI IN NEWSPAPERS AT DAVP/DIPR RATES ON MAXIMUM DISCOUNT BASIS

Critical Data Sheet					
Mode of Tender	E- Tender				
Type of Bid	Two Cover Bid				
Tender Publishing Date	12 / 01 / 2023 04:30 PM				
Pre- Bid meeting	19 / 01 / 2023 03:00 PM				
Last date and time for submission of Tender	02 / 02 / 2023 04.30 PM				
Date and time for opening of tender	03 / 02 / 2022 04.30 PM				
EMD	Rs. 20,000/-				
Performance Security Deposit	Rs. 30,000/-				
Period of Contract	Two year from the date of work order may be				
reflod of Collifact	extendable further every 6 months up to 1 year				
Validity of Bid	180 days after Bid Opening				
For viewing, quoting the detailed NIT	http://aiimsmangalagiri.edu.in				
bidders may also visit our website	https://eprocure.gov.in/eprocure/app				

The Director, AIIMS Mangalagiri invites Tenders in Two Bid System (i.e., Technical and Financial Bid) from reputed, experienced Bidders for Engagement of Advertising Agency for Publication of Advertisements of AIIMS Mangalagiri in Newspapers at DAVP/DIPR Rates on Maximum Discount Basis through on-line e-procurement portal www.eprocure.gov.in The Tender documents are also available in our website: www.aiimsmangalagiri.edu.in, Bidders have to submit the bids online by uploading all the required documents through www.eprocure.gov.in Bids for this tender will be accepted through online only. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. Of India, and subsequent amendments thereof. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Mangalagiri will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Director, AIIMS Mangalagiri reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

Manual bids and conditional bids will not be accepted under any circumstances and will be out rightly rejected.

FI/C (Procurement)
For Director, AIIMS Mangalagiri

#### **SCOPE OF WORK**

- 1. The Institute's advertising work ranges from Tender/ Recruitment/ Admissions/ Notices/Miscellaneous advertisements to full-fledged advertisements which are to be released in major newspapers all over the country at short notice.
- 2. Scope of Work includes the following:
  - a) Content development for advertisement in English, Hindi and Telugu.
  - b) Translation of matter from English to Indian languages and vice-versa and proof reading
  - c) Designing of advertisement in English, Hindi and Telugu.
  - d) Release of advertisements in specified newspapers as given in work order
  - e) Collation of copies of all newspapers which have published the advertisement and supplying them to AIIMS, Mangalagiri along with bill
- 3. To cater to such requirements, Advertising Agency is required to have good infrastructure and have adequate experience in the field. These should include creation of artwork, concept, design, editing & release of advertisements in Newspapers.

#### **TECHNICAL BID DOCUMENTS**

#### **Documents for establishing Bidders eligibility:**

- 1. Scanned copy of EMD/ Bid security to be uploaded. If the firm is a MSME, relevant documentary evidence may be provided for claiming exemption from payment of EMD/Bid Security.
- 2. Signed and scanned copy of duly attested copy of Aadhar, PAN, GST, and firm registration certificate/ Certificate of Incorporation.
- 3. Signed and Scanned copy of all annexures in given format.
- 4. The agency should be able to execute all kinds of advertising assignment.
- 5. Accreditation of Indian Newspaper Society (INS) for Press Advertisement.
- 6. Resources to handle full-fledged multi-lingual publicity campaigns with high standard of creativity in advertising befitting the expectations of a premier professional Institute.
- 7. Proficiency and proof reading facilities in major Indian languages especially in Telugu, Hindi &English.
- 8. Valid document in support of Registered/Branch office at Vijayawada/ Guntur.
- 9. Minimum 3 (Three) years' experience in advertising with experience of work undertaken for Govt./ PSU/ Higher Education Institution/ Central University, Autonomous Bodies and professional Institutes like IIMs, IITs. Copy of letter of empanelment along with satisfactory completion certificates from at least two Govt. Depts./ PSUs/ Autonomous Bodies/ reputed commercial organizations towards providing similar services. List of 5 major clients from Govt. / PSU/ Higher Education Institute / Central Universities / IIT / IIM etc.
- 10. The bidder should have not been debarred/black listed/ terminated /ceased without completing the entire duration of contract period by any Central/State Govt. Department, Public Sector Undertaking, Autonomous Bodies, Academic Institutions, CFTIs etc. during past five years from the last date of submission of bids.
- 11. The Advertising Agency should have adequate infrastructure for timely publication.
- 12. Last three year's Income Tax Return copies to be attached.
- 13. **Turnover:** The Minimum average annual turnover for last three years should not be less than Rs 5,00,000 Lakhs/- (Rupees Five Lakhs Only). Bidders to submit last three year's turnover, balance sheet and profit & loss statements duly certified by the Chartered Accountant.

Firm/company who have withdrawn after participating in any of the previous tenders of All India Institute of Medical Sciences – Mangalagiri are not eligible to participate in this tender.

#### Note:

- 1. Institute may ask the vendor to submit any other certificate/document as it may deem fit.
- 2. No Joint Venture/ Consortium is allowed to participate in the Tender Process
- 3. Bidders are requested to upload the clearly visible documents only. Illegible documents shall be liable for rejection without any further communication.
- 4. Notwithstanding anything stated above, the Institute reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.

#### GENERAL INSTRUCTIONS TO BIDDERS (GIB)

#### 1. PREAMBLE: -

- i) **Pre-Bid Meeting:** The pre-bid Tender meeting will be held on **19/01/2023 03:00PM** at 2<sup>nd</sup> floor, Procurement Cell, Admin & Library building, AIIMS Mangalagiri. The agency(s) may get clarified any confusion regarding any terms and condition of the contract during pre-bid meeting and thereafter any claim of doubt/confusion or any things relating to this contract will not be entertained and it will be deemed that the agency has understood everything about this tender. Based on queries of the bidders, committee members will decide to issue any amendments/corrigendum for the tender.
- ii) Language of Tender: -The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the AIIMS Mangalagiri, shall be written in English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- iii) **Tendering Expenses**: The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The AIIMS Mangalagiri will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

#### iv Clarification of Tender Documents: -

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be made to the 24x7 CPP Portal Helpdesk.

#### 2. Tender Prices:-

- a. The bidder shall indicate all specified components of prices shown therein on the Price Schedule provided in BOQ including the unit prices, applicable taxes and total bid prices of goods and services. The entire column shown in BOQ should be filled up as required.
- b. The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).
- c. Bids, where prices are quoted in any other way shall be treated as non responsive and will be rejected.

- 3. **Contract period**: The Period of contract is initially for a period of (2) Two years and can be continued / renewed for every six months upto a total of (1) one years subject to performance evaluation of AIIMS Mangalagiri and approval of competent authority of AIIMS, Mangalagiri and on mutual consent of both the parties in accordance with/ rules framed by the Government of India from time to time with same terms and conditions.
- 4. **Bid validity**: The bids shall remain valid for acceptance for a period of 180 days after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 5. Scrutiny and Evaluation of Tenders:
  - a) Tenders will be evaluated on the basis of the terms & conditions incorporated in the tender document.
  - b) The AIIMS Mangalagiri will examine the Tenders to determine whether they are complete, devoid of computational errors, sureties furnished, documents signed & stamped etc.
  - c) The AIIMS Mangalagiri determination of a Tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidence.
- 6. Award of Contract: AIIMS Mangalagiri will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the highest Discount quoted, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder. The decision to award the contract will be taken on the basis of prices quoted, feasibility & quality.
- 7. **Non- responsive tender**:- Non submission of the following will lead to the tender to be declared non responsive and summarily rejected:
  - a) Tender Acceptance Form as per Annexure-I (signed & stamped) not uploaded.
  - b) Bid validity is shorter than the required period.
  - c) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been uploaded as per stipulated provisions
  - d) Bidder has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.
  - e) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender like terms of payment, liquidated damages, comprehensive warranty, dispute resolution mechanism, and applicable law.
  - f) Poor/unsatisfactory past performance.
  - g) Bidders who stand de-registered/ banned/ blacklisted by any Central Govt. Ministries/ Departments/ Hospitals/Institutes.
- 8. **Discrepancies in Prices:** The Bidder(s) shall quote Rate up-to two decimals only. Only the first two decimals will be considered for quotation with having more than two decimals.
- 9. Purchaser's Right to accept any tender and to reject any or all tenders: The AIIMS Mangalagiri reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders
- 10. **Corrupt or Fraudulent Practices:** It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the AIIMS Mangalagiri defines, for the purposes of this provision, the terms set forth below as follows:
  - a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; &

- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- A proposal will be rejected for award if it is determined that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- d) Will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in execution of the contract.
- 11. The competent authority reserves the right to accept or reject any or all tenders without assigning reasons.
- 12. The competent authority reserves the right to modify, add or delete any terms & conditions of the contract as and when required.

#### **TERMS & CONDITIONS**

- 1. One contactor or contractors having business relationship shall submit not more than one tender. Under no circumstances, father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to be rejected.
- 2. Earnest Money Deposit: The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 20,000/- (Rupees Twenty Thousand Only) by way of bank deposit /transfer to the following Bank Account details (Account no: 38321557910, IFSC- SBIN0061485, A/c Name- AIIMS Mangalagiri Receipts) or Demand Draft may be drawn in the favor of "Director AIIMS Mangalagiri" and payable at Mangalagiri from any Scheduled bank.
  - The EMD of the successful bidder shall be returned after the successful submission of Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD will be rejected.
  - The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI)/ MSME are exempted to submit the EMD (copy of registration must be provide along with). The Hard Copy of original instruments in respect of earnest money deposit must be delivered to **Room no: 236, Procurement Cell, Admin & Library Building, AIIMS Mangalagiri, Guntur dt, A.P- 522503** on or before last date of bid submission date/time as mentioned. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD etc. against the submitted bid
- **3. Right of acceptance/Rejection:** AIIMS, Mangalagiri reserves the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The AIIMS Mangalagiri reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.
- **4. Assignment**: The bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the AIIMS Mangalagiri prior written permission.
- **5. Signing the Contract**: The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 100/- (Rs. One Hundred only) along with performance security within fifteen

- (15) days from the issue of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the acceptance of BID shall be considered as cancelled.
- 6. Performance Security: The Successful Contractor will be required to furnish an amount of Rs. 30,000 (Rupees Thirty Thousand only) a performance security in the form of bank deposit /transfer to the following Bank Account details (Account no: 38321557910, IFSC- SBIN0061485, A/c Name- AIIMS Mangalagiri Receipts) or Demand Draft may be drawn in the favor of "Director AIIMS Mangalagiri" and payable at Mangalagiri from any Scheduled bank within 30 days from the award of contract. Security Deposit shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.

The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non – observance of any condition of the contract.

In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honor the contract, the EMD/Performance Security deposited would be forfeited. The original PSD must be delivered to *Room no:* 236, Procurement Cell, 2<sup>nd</sup> floor, Admin cum Library Building, AIIMS, Mangalagiri, Guntur, and Andhra Pradesh 522503

Performance Security will be discharged after 60 days from the completion of contractor's performance obligations under the contract.

**7. Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/job without assigning any reason thereof and nothing will be payable by AIIMS, Mangalagiri in that event and the security deposit shall stands forfeited.

#### 8. PAYMENTS TERMS:

- a) Payment shall be made within 30 (thirty) days after receipt of the final bill, duly supported by all the newspaper clippings (in original).
- b) Bill to be made in the name of Director, AIIMS, Mangalagiri.
- c) No extra payment shall be made for conceptualization, creation, designing and development of Advertisement issued through Newspapers.
- d) Selection of artwork will be entirely on Institute's discretion and AIIMS Mangalagiri will not pay charges for submission of artwork.
- e) No advance payment will be made to the agency under any circumstances.
- f) TDS/ Income Tax etc. are to be deducted at source from the bills of service provider as per rule
- **9. Fall clause:** If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform AIIMS, Mangalagiri immediately about such reduction in the contracted prices. AIIMS, Mangalagiri is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates. In case of any enhancement in Taxes due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional Taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in Taxes, the tenderer should produce letter from the concerned excise authorities indicating his commitment for the supply made to the AIIMS, Mangalagiri on account of the increase in Taxes.
- **10.** The quoted discount price on DAVP rates amend from time to time shall be valid and no escalation of the price will be permitted during the contract period.
- 11. Conditional bid will be treated as unresponsive and it may be rejected.

- **12.** Text of advertisement will be provided by the Institute in electronic format (MS word) through email and the designing/creative options/artwork should be done by the agency to the satisfaction of the Institute.
- **13.** The appointment agency shall arrange for publication of Institute's advertisement from time to time according to the specific instructions such as name of the newspaper(s), number of insertion(s), specific column(s), date of publication etc. These instructions will be communicated in writing by the Institute from time to time.
- **14.** The Agency shall provide the service on 24-hour notice basis to design, translate and release the advertisement. The agency must ensure that the matter of advertisement given is correctly reproduce in the advertisement appearing in the newspaper.
- **15.** AIIMS Mangalagiri is being a Premier Educational Institute, many of the requirements could be of emergent in nature. The Advertising Agency has to respond to such requirements at short notice despite holidays/beyond office hours.
- **16.** Translation from English to Hindi/Telugu or vice versa of all Advertisements/ Tender notice to be published in other regional newspaper shall be arranged by the agency and no additional charges for translation of the same will be made.
- **17.** Publishing of the advertisement by the advertising agency shall be after approval of advertisement design/artwork. Advertisement is to be published on the specified dates on receipt of Work Order/Confirmation from AIIMS Mangalagiri.
- **18.** All the Advertisements concerning the Institute shall be issued with the prior approval of the AIIMS Mangalagiri.
- 19. It shall be the responsibility of the agency to ensure that all advertisements of the Institute would be placed prominently and appear in an impressive manner, while occupying minimum space without any extra cost.
- **20.** AIIMS Mangalagiri reserves the right to make necessary modification to the selected artwork, concept etc. and the concerned Advertising Agency will be required to carry out the modifications suggested in the art work.
- **21. Penalty Clause:** In case of delay in publishing the advertisement beyond 24 hrs. from the schedule time given, the agency would be liable to pay 2% of cost of the advertisement per day per advertisement which may entail cancellation of the order and termination of the contract at the sole discretion of the Institute.
- **22.** If the Advertisement is misprinted differently from the approved one, the Agency will publish corrigendum/correct Advertisement etc. there of at their own cost at the earliest (within a week).
- **23.** AIIMS Mangalagiri shall have discretion to give any work to any appointed agency selected through tendering process and the other agency will not have to claim for the work.
- **24.** The agency shall not mean that the Institute cannot release advertisements directly/ through any other agency without routing through the agency empanelled through this tendering process.
- 25. The Advertising Agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to Institute's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. AIIMS Mangalagiri reserves the right to impose penalty in case of any violation of the above.
- **26.** The agency will not be allowed to assign or sublet the empanelment or any part of it to any other vendor/agency in any form. Failure to do so shall result in the termination of empanelment.
- **27.** The performance of the Agency shall be regularly reviewed on the key parameters of creativity, initiative, competency and response time and participation in the tendering process. In the event that Agency fails to meet our requirements, we shall be constrained to terminate the empanelment by serving one month's prior notice.

- **28.** If the services of the agency are not found satisfactory, Director, AIIMS Mangalagiri shall have the right to cancel the empanelment at any time without assigning any reason and without any financial compensation to the agency.
- **29.** The Institute will have the right to drop any Agency from the empanelled list without assigning any reason whatsoever. Institute also reserves the right to modify the Terms and Conditions for empanelled Agencies.
- **30.** Canvassing/marketing /offering promotional services etc. in any form whether directly or indirectly in connection with the tender is strictly prohibited and the tenders submitted by the Agency/ Firm/ Company who resort to canvassing will be liable for rejection without any further reference.
- **31.** AIIMS Mangalagiri reserves the right to modify, expand, change, alter, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reason whatsoever.
- **32.** AIIMS Mangalagiri reserves the right to relax/amend/add/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any enquiry after submission of the quotation will not been tertained.
- **33.** The decision of Competent Authority, AIIMS Mangalagiri will be final in all matters relating to the empanelment and binding. AIIMS Mangalagiri reserves the right to reject any application without assigning any reason.
- **34. Subletting of Contract:** Bidder shall not be allowed to transfer, assign, pledge or subcontract its reigns and liabilities under this contract to any other Second Party without prior written consent of the AIIMS Mangalagiri.

#### 35. Penalties for non-performance

The penalties to be imposed, at any stage, under this tender are;

- a) imposition of liquidated damages,
- b) forfeiture of EMD/performance security,
- c) Termination of the contract,
- d) Blacklisting/debarring of the bidder
- **36.** The contract may be terminated by the Contractor after giving a notice of three months whereas AIIMS, Mangalagiri can terminate the contract after giving one month notice period. However, AIIMS, Mangalagiri can terminate the contract after giving one week time during the initial period of three months. In case of termination of the contract due to poor performance of the contract as decided by the AIIMS, Mangalagiri or termination of the contract by the Contractor before the stipulated period of the contract, the security Deposit of the contractor will be forfeited.

#### 37. Force Majeure:-

- (i) For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management.
- (ii) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iii)If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty

- days, either party may at its option terminate the contract without any financial repercussion on either side.
- (iv)In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.
- 38. Arbitration / Resolution of disputes: In the event of any dispute or difference(s) between the Contractee (AIIMS Mangalagiri) and the Contractor(s) arising out related to Contract shall be referred to the Director AIIMS Mangalagiri who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty- one days of its occurrence then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration.
- **39. Applicable Law & Jurisdiction of Courts:** The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Mangalagiri (Andhra Pradesh, India).

#### **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

#### 1. REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/">https://eprocure.gov.in/</a>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- b) As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

#### 2 SEARCHING FOR TENDER DOCUMENTS

- A. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- B. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

C. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

#### 3 PREPARATION OF BIDS

- i) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.
- ii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iii) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or 'Other Important Documents' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### 4. CORRIGENDUM

- a) At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.
- b) Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- c) Corrigendum will be notified through <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and website of AIIMS Mangalagiri.

#### 5. **SUBMISSION OF BIDS**:

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and upload it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- e) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message

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- & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- f) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### 6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.

Institute website: <a href="http://aiimsmangalagiri.edu.in">http://aiimsmangalagiri.edu.in</a>

#### **E-Tendering Portal:**

https://eprocure.gov.in/eprocure/app

For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002, 0120-4001 005, 0120-6277 787

Email Support: <a href="mailto:cpp-doe@nic.in">cpp-doe@nic.in</a>, <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a></a>
Tender queries: <a href="mailto:procurement@aiimsmangalagiri.edu.in">procurement@aiimsmangalagiri.edu.in</a>

### **CHECK LIST**

#### A. Checklist of documents to be submitted online:

S. No.	Documents	Uploaded (Yes/No)	Ref. Page No.
a)	Signed and scanned copy of duly attested copy of PAN, GST & Firm registration certificate and Certificate of Incorporation		
b)	Signed and Scanned copy of Tender Acceptance letter		
c)	Signed and scanned copy of Power of Attorney		
d)	Copy of duly attested copy of Profile of firm		
e)	Copy of duly attested copy of EMD		
f)	Copy of proof of Infrastructure Capabilities for execution of work		
g)	Copy of Valid INS Accreditation Certificate indicating full accreditation by INS		
h)	Proof of work experience for empanelment along with satisfactory completion certificate from Govt. Dept/ PSUs/ Autonomous Bodies/ reputed commercial organizations towards providing similar services (Work Orders/ Contract Agreements to be submitted)		
i)	List of 5 major clients from Govt. / PSU/ Higher Education Institute / Central Universities / IIT / IIM etc. as per Annexure VI		
j)	Signed and Scanned Copy Self-Declaration About Non Black-Listing as per Annexure IV		
k)	Copy of Balance sheets and profit loss statements for last three successive years duly certified by the Chartered Accountants. (Minimum avg. annual Turnover must be Rs. 5 Lacs) and Annexure V		
1)	Attach copy of last three year's Income Tax Return.		

**Note:** In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

I/we	(Name of the Authorized Representative of Bidder)
of	(Name of the bidder) do hereby declare that the entries
made here are true to the best	of my/our knowledge. I/We hereby agree to abide by all
terms and conditions laid down	in tender document.

Place & Date: (Name & signature with stamp of the bidder)

#### **PRICE BID FORM**

S.No	Description	UOM (unit of measurement)	Unit rate (Rs.)	Discount, if any on DAVP rate incl. all taxes (in %)
1	Publication of AIIMS Mangalagiri Advertisements in Newspapers at DAVP	Two years	As per DAVP approved rates	

- 1. We confirm that there would not be any price escalation during the supply period, PO will be issued to Highest Discount Offered.
- 2. We confirm that we will abide by all the tenders terms and conditions and we do not have any counter conditions.
- 3. Bid shall remain valid for acceptance for a period of 120 days from the date of tender opening.

#### Note:

- i) The bidder has to quote the applicable GST (i.e., IGST, CGST, SGST) as per GST Law.
- ii) Taxes and duties as applicable on the date of opening of price bid shall be taken into consideration for evaluation of bid.
- iii) Price bids with conditions/ counter conditions are liable to be rejected.

#### **Declaration by the Bidders:**

This is certify that I/We before signing this Bid have read and fully understood all the terms and conditions contained

Here in and undertake myself/ ourselves to abide by them.

Name:	 		 	 	 				 		 	
Address:	 		 	 	 				 		 	
Phone No: -	 		 	 	 				 			
Email: -	 		 	 	 				 		 	
Seal: -	 	•••	 • • •	 	 • •	•••	• •	٠.	 • •	•	 ٠.	
Place:-												
Date :-												

#### Annexure-I

# TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

	Date:	
	e Director, MS Mangalagiri	
Su	b: Acceptance of Terms & Conditions of Tender.	
Те	nder Reference No:	
Na	me of Tender / Work:	
De	ar Sir,	
1.	I/ We have downloaded / obtained the tender document(s) for the above mentione 'Tender/ Work' from the web site(s) name!	
<ul><li>3.</li><li>4.</li><li>5.</li></ul>	as per your advertisement, given in the above-mentioned website(s).  I / We hereby certify that I / we have read the entire terms and conditions of the ten of documents from Page No to (including all documents like annexure(seedule(s), etc.), which form part of the contract agreement and I / we shall abide here by the terms / conditions / clauses contained therein.  The corrigendum(s) issued from time to time by your department/ organization too halso been taken into consideration, while submitting this acceptance letter.  I / We hereby unconditionally accept the tender conditions of above-mentioned tended document(s) / corrigendum(s) in its totality / entirety.  I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Gov Department/Public sector undertaking.  I / We certify that all information furnished by our Firm is true & correct and in the even that the information is found to be incorrect/untrue or found violated, then yo department/ organization shall without giving any notice or reason therefore or summaring reject the bid or terminate the contract, without prejudice to any other rights or remedincluding the forfeiture of the full said earnest money deposit absolutely.	lers), by as ler vt.
	Yours Faithfull	١y,
	(Signature of the Bidder, with Official Sea	al)

# PROFILE OF THE ORGANIZATION/COMPANY/FIRM (To be given on Company Letter Head)

FOR	FORM A: Particulars of the Firm/Company/Agency						
1.	Name of the firm/Company/Agency						
2.	Type of Firm/Company						
2.	(Individual/ proprietary/ partnership/ public/private/ limited/ if any specify)						
_	Type of business						
3.	(Manufacturer/ Authorized Agent/ Consulting company/ if any specify)						
4.	Website						
5.	Year of Establishment						
6.	Permanent Account No (PAN)						
7.	GST Registration Certificate No						
8.	Communication Address						
9.	Email ID						
10.	Telephone/Phone Number						
Par	ticulars of the firm representative						
11.	Name of the contact person						
12.	Designation						
13.	Email ID						
14.	Mobile No.						

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	FORM B: Particulars of Firm Bank Details						
15.	Name of the account holder / Firm						
16.	Account Number						
17.	Name of the Bank & Branch						
18.	IFSC Code						
19.	MICR code						
20.	Type of account						
21.	Address						
	*Please attach a Cancelled Cheque along	with the account information form.					

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information

I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

Certified that the particulars furnished above are correct as per our records.

•	NIANO	$\alpha$	Λŧ	tha	A 11	th.	NIZA	-
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•	Signa	····	<b>U</b>				, I ILLO	_

Date:

Designation Office Seal of the Bidder)

### Annexure – III

# POWER OF ATTORNEY (On a Stamp Paper of relevant value)

I/ We
(name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt
is presently employed with us and holding the position ofas
our attorney, to act and sign on my/our behalf to participate in the tender
no for
(goods/service/work name).
(goods/service/work name).
I/ We hereby also undertake that I/we will be responsible for all action of
•
Sri/Smt
process and thereafter on award of the contract. His / her signature is attested below
Dated this theday of 20_ For
(Name, Designation and Address)
(Tame, Designation and Tadaess)
Accepted
(Signature)
(Name, Title and Address of the Attorney)
Date:

Annexure - IV

#### **AFFIDAVIT**

# DECLARATION REGARDING CRIMINAL LIABILITY, BLACKLISTING / DEBARRING AND NON-PENALIZE/ PUNISH FOR TAKING PART IN TENDER

(To be executed & attested by Public Notary / Executive Magistrate on Rs.100/- non judicial Stamp paper by the Tenderer)

I,	
Proprietor/Director authorized signatory of the agency/Firm (M/s	
), do hereby solemnly affirm and declare as follows:	

- 1. I am authorized signatory of the agency/firm and is competent to sign this affidavit and execute this tender document:
- 2. I have carefully read and understood entire tender document including all the terms and conditions of the tender and undertake to abide by them;
- 3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
- 4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as individual or against legal entity of the Company /Firm/Agency.
- 5. I/We further undertake that none of the Proprietor/Partners/Directors of the firm/Agency has not been banned /suspended/blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).
- 6. I/We further undertake to report to the FI/C (Procurement) of Procurement Office, AIIMS, Mangalagiri immediately after we are informed but, in any case, not later 15 days, if the Firm/Agency in which Proprietor/Partners/Directors of Firm/Agency which is banned/suspended in future during the Contract with you.
- 7. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.
- 8. In case the above information found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by the AIIMS Mangalagiri, and SD (Security Deposit) shall be forfeited.

### AIIMS/MG/Procurement/06/2022-23/Advt. Agency

for any completed /partially completed work.	1 1 3						
Attested:	(Signature of the Bidder)						
(Public Notary / Executive Magistrate)	Name:						
Date Place:	Designation Seel of the Agency						
Seal of the Agency  I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and noting has been concealed therein.							
	Deponent						

9. In addition to the above, the AIIMS, Mangalagiri will not be responsible to pay the bills

### $\underline{ANNEXURE - V}$

# ANNUAL TURNOVER STATEMENT (At the Letter Head of Chartered Accountant)

(biddi	ng firm n		ant and other relevant records of
(1) An	nual gross	turnover as per Annual Ac	ecounts of the firm for last three years is as under-
	Sl.No.	Financial year	Turnover
	1.	2019-2020	
	2.	2020-2021	
	3.	2021-2022	
Signat	ure of CA	(with stamp of Firm)	
(Regi	stration No rtered Aco	) countant)	
Propr	ietor name	stamp)	
			Date

## AIIMS/MG/Procurement/06/2022-23/Advt. Agency

## ANNEXURE - VI

## **Format of Experience certificate**

Contract No./Supply order No.	Name of the Purchaser*	Description of work	Qty Supplied	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion

<sup>\*</sup> Attach certificate(s) of work orders/Contract Agreements