

अखिल भारतीय आयुर्विज्ञान संस्थान, देवघर, झारखण्ड, 814142

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, DEOGHAR, Jharkhand  
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A CAB under PMSSY, Ministry of Health & family Welfare, Government of India

Tender No. AIIMS/DEO/Advertising Agency/2021-22/06

“OPEN TENDER FOR APPOINTMENT OF ADVERTISING AGENCY FOR PUBLISHING  
ADVERTISEMENT IN NEWSPAPERS/EMPLOYMENT NEWS AT ‘DAVP RATES’ ON MAXIMUM  
DISCOUNT BASIS ”

The Executive Director, ALL INDIA INSTITUTE OF MEDICAL SCIENCES,  
DEOGHAR invites open **tender** for Appointment of Advertising Agency for publishing  
advertisement in newspapers/Employment News for AIIMS Deoghar as detailed below in  
accordance with tender document.

1. The salient terms & conditions of the bid are stated below:

Description	APPOINTMENT OF ADVERTISING AGENCY FOR PUBLISHING ADVERTISEMENT IN NEWSPAPERS.
Tender Start Date	05/08/ 2021
Last date and time for submission of Tender	31/08/ 2021, 3.00 PM
Date and time for opening of tender	03/09/ 2021, 4.00 PM
EMD	10,000/- in the term of DD in the name of AIIMS Deoghar payable at Patna.
Security Deposit	Rs. 1,00,000/- in form of PBG.
Time of Supply	Annual Rate contract (ARC) shall be valid for 2 year from the date of P.O; This shall be extendable by one year upon offer by successful Vendors on same terms and conditions
Place of Submission of Sealed Tenders	CPP Portal
Website for downloading RFP Document, Corrigendum/addendums etc.	<a href="http://www.aiimsdeoghar.edu.in">www.aiimsdeoghar.edu.in</a>

Publicity	1. Website of AIIMS Deoghar 2. CPC website of Government of India <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>
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## **DISCLAIMER**

This Tender is not an offer by the All India Institute of Medical Sciences, Deoghar 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, Deoghar with the vendor/bidder.

## **About AIIMS**

AIIMS Deoghar, Jharkhand, is one of the new AIIMS established by the Ministry of Health & Family Welfare, Government of India under the Pradhan Mantri Sathya Suraksha Yajna (PMSSY) with the aim of correcting regional imbalances in quality tertiary level healthcare in the country and attaining self-sufficiency in graduate and postgraduate medical education. PMSSY planned to set up new AIIMS like institutions in underserved areas of the country.

These Institutions are established by an Act of Parliament on the lines of the AIIMS, new Delhi. The All India Institute of Medical Sciences in Deoghar which imparts both undergraduate and postgraduate medical education in all its branches and related fields, along with nursing and paramedical training has an objective to bring together in one place educational facilities of the highest order for the training of personnel in all branches of health care activity.

## **Open TENDER FOR APPOINTMENT OF ADVERTISING AGENCY FOR PUBLISHING ADVERTISEMENT IN NEWSPAPERS ON DAVP RATES AT MAXIMUM DISCOUNT RATE BASIS.**

Online tenders are hereby invited on behalf of the Executive Director, AIIMS Deoghar for Appointment of Advertising Agency for publishing advertisement in newspaper from interested and eligible firm in the form of Annual rate contract “for publication of advertisements for AIIMS Deoghar on DAVP rates. The Rate Contract is for initial two years extendable for one more year. The contract shall be awarded to bidder who offers the highest discount price on **DAVP rates on maximum discount basis**, in addition to facilitations as discussed in the text of this tender. Aims Deoghar may appoint more than one advertising agency provided they match the discount rate of selected bidder.

## **MINIMUM ELIGIBILITY CRITERIA**

- i. With an objective to provide low entry barrier to prospective bidders, and with an aim to reduce the overheads, the Minimum eligibility criteria as well as PSD has been rationalized.

The following shall be the minimum eligibility criteria for Technical qualification of bidders engaged in the line of provision of Advertising services:

- a) Registration: The bidder should be Income tax payer and should be registered with GST Department.
- b) It should have a valid INS certificate/accreditation **or** DAVP rate publication history. Proofs are to be submitted. The purpose is to facilitate Advertisement Publication at DAVP rates in National Dailies (English/ Hindi)/ Employment News and Regional News papers from time to time.
- c) Turnover: annual turnover should be rupees 15 lakhs each year during last three financial year ie 2017-18, 2018-19, 2019-20.
- d) Experience: The bidder should have minimum experience of 5 years in the field of PUBLISHING ADVERTISEMENTS in newspapers for Government/PSU/Central Autonomous Organizations. An Undertaking in this regard should be submitted along with details of work orders and completion certificates..
- e) Earnest Money Deposit (EMD): Rs. 10000/-
- f) The relevant certificate for above qualification should be attached.

### **The bids shall be opened online**

The successful bidder shall deposit Rs. 1,00,000/- (Rs. One Lakh only) amount as Performance Security Deposit for the duration of contract. The successful bidder/ Vendor shall sign a MOU with AIIMS within 20 days of award of work order. Please note that without MoU and without submission of a valid performance guarantee, processing and payment of bill is not possible.

AIIMS, Deoghar reserves the right to amend/withdraw any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Executive Director, AIIMS, Deoghar in this regard shall be final and binding on all.

### **ELIGIBILITY CRITERIA / PRE-REQUISITE FOR BIDDERS/ INSTRUCTIONS TO BIDDERS**

1. The bidder should be an entity registered/ established in India and operating in India for a minimum period of 5 years as on date of tender application (start-ups are exempted from this clause; however, no concessions/tolerance shall be extended to start-ups in cases of performance). The pre-requisites are given in the technical bid document. To support its claim, the bidder shall submit copies of work award certificate. The documentary evidence confirming satisfactory performance must be submitted online (scanned copy) on the client's letterhead.
2. The bidder should have Indian Newspaper Society accredited, or DAVP rate publication history. The purpose is to obtain DAVP rates.
3. The bidder shall be single point of contact with AIIMS Deoghar and shall be solely responsible for the execution and delivery of the work.

4. The Bidder should be registered with appropriate tax authorities such as Income Tax, GST etc. and should submit valid certificates of registration with these authorities.
5. The bidder shall be an Income Tax registered entity operating in India for a minimum period of 3 years. This shall be exempted in the cases of registered “start-ups” in the similar line of business.
6. The agency should not have been blacklisted/debarred by central / state government departments /undertakings.
7. At any time before the submission of bids, AIIMS, DEOGHAR may amend the tender by issuing an addendum in writing or by standard electronic means.
8. Even though bidders may satisfy the above requirements, they may be disqualified if they have:
  - a) Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
  - b) If confidential inquiry reveals facts contrary to the information provided by the bidder.
  - c) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
9. The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding documents.
10. Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.
11. The bidder is required to fill up the entire format as provided in the relevant Annexures online Section of this tender document.
12. At any time prior to the deadline for submission of bids, AIIMS, Deoghar may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by a written amendment.
13. The bid prepared by the Bidder, as well as all correspondence and documents shall be written in English language.
14. The Bid should be submitted in the prescribed proforma given in this document and its supporting documents and shall also include the following:
  - a) Profile of the business concern in the proforma prescribed as per Annexure IIB
  - b) Technical bid along with documentary evidence to prove Minimum eligibility Criteria
  - c) Financial bid duly filled in
15. Prices shall be quoted in Indian Rupees only.
16. **Modifications and Withdrawal of Bids-** The Bidder should not modify the bid. However, the modification should be completed online before the stipulated date and time of opening of technical bid at the discretion of AIIMS Deoghar. Kindly note that incomplete bids will be rejected and it might result in forfeiture of EMD.
17. **Opening and Evaluation of Bids:**
  - a) The AIIMS Deoghar will open all bids on the scheduled date and time.
  - b) Any effort by a Bidder to influence the AIIMS Deoghar in its decisions on bid evaluation, bid comparison or purchase order decision will result in rejection of the bid.
  - c) Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between words and figures, the higher of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the higher amount

shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, its bid will be rejected.

- d) AIIMS Deoghar will award the contract to the Bidder whose bid has been determined to conform to technical parameters of the specific scope of work and one who has offered most competitive rates.
18. AIIMS Deoghar reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or bidders of the grounds for AIIMS Deoghar action.
19. The "Bidder" as used in this document shall mean the one who has duly signed the tender document forms. He may be either the Principal Officer or the duly authorized representative in which case, the Bidder shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) shall, be furnished and signed by such representative or the Principal Officer.
20. It will be the sole responsibility of the bidder alone to execute the entire contract on its award. No subcontracting, in any form will be permitted.
21. The bidder must obtain for himself on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filing the tender and for entering into a contract for the execution of the same and acquaint himself with all local laws, regulations and practice.
22. The Courts of India at Deoghar will have exclusive jurisdiction to determine any proceeding in relation to this contract.
23. Making misleading or false representation in the bid document will lead to disqualification of the Bidder at any stage.

## **GENERAL TERMS AND CONDITIONS**

1. Conditional Bids shall not be accepted.
2. The period of contract arrangement shall be for two year from the date of contract commencement and likely to extend the contract for one more year as decided by the AIIMS, DEOGHAR. The Executive Director, AIIMS DEOGHAR may terminate the contract at any given time if any serious lapse in performance is noticed during the course of contract.
3. The rates to be approved in the tender shall be valid for the whole of the period of the contract and no enhancement in rates will be allowed for any reason whatsoever, during the contract period of two years, except because of changes in GST rate.
4. Tender should be for "All Inclusive Basis"
5. Once the tender is accepted and the contract is finalized, the Contractor/Vendor will be expected to keep in touch with the AIIMS DEOGHAR for further orders throughout the period of the contract and comply promptly.
6. The tender is liable to be disqualified in case of any one or more of the following:
  - a) Non- submission in accordance with terms and conditions of the Tender Form.
  - b) During validity of the quotation period the tenderer increases his quoted prices.
  - c) The tenderer qualifies the Tender with his own conditions.
  - d) Receipt of incomplete form including rate schedule.
  - e) Receipt after due date and time.
  - f) Having not submitted Earnest Money Deposit in the form of pay Order/Demand Draft/Cheque and Bank Guarantee. The EMD will be refunded after receipt of security deposit to the successful bidder.

- g) Information submitted in Technical bid is found to be incorrect or false any time either during the processing of the contract (no matter at what stage) or during the tenure of the contract.
- h) Awardee of the contract qualifies the letter of acceptance of the contract with his own conditions.
- i) The bidder is found to be in arrears or default with regard to payment of dues to any concerned local Government agencies.
- j) Multiple bids being submitted by one party or of common interest are found in two or more tenderers, the parties are liable to be disqualified.
- k) While processing the tender documents, if it comes to the knowledge of the AIIMS, DEOGHAR that some of the bidders have formed a cartel resulting in delay/holding up the processing of tender, the tenderers involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- l) The bidder is found to have negative net worth on the basis of the audited Balance Sheet/Profit & Loss a/c in any year during the last three years submitted with the tender.
- m) Made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
- n) Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- o) If confidential inquiry reveals facts contrary to the information provided by the bidder.

**Note :** The list given above is indicative and not exhaustive, decision of AIIMS DEOGHAR in this respect shall be binding and no representation shall be entertained in this respect.

- 7. AIIMS Deoghar does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all tenders without assigning any reason, whatsoever.
- 8. Any change in the constitution of the concern of the Contractor/Vendor shall be notified forthwith by the Contractor/Vendor in writing to the AIIMS Deoghar and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the Contractor/Vendor in respect of this contract unless he/they agree to abide by all the terms and conditions of the contract.
- 9. The normal payment terms are after 30 days of submission of correct bill with duly verified details.
- 10. At any time before the submission of bids, AIIMS, DEOGHAR, may amend the tender by issuing an addendum by standard electronic means and shall be displayed on the AIIMS, DEOGHAR website. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended by the AIIMS, DEOGHAR.
- 11. Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of any such instance, their bid (s) is/are liable to be rejected. Bidding through consortium is not allowed.
- 12. The Executive Director, AIIMS Deoghar reserves the right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the Director, AIIMS Deoghar shall be final. The work can be awarded to one or more agencies if need arises.
- 13. The selected vendor shall publish the notifications in the daily newspapers in minimum economy size or as per the specification given in the work order issued by AIIMS Deoghar,

or specified dates in selected dates of newspapers, as specified in the work order (English, Hindi, Employment news, regional, etc.)

14. Advertising agency has to make D.T.P of the notification issued by AIIMS for which no additional charges will be paid by AIIMS.
15. Before publishing proof is to be shown by the agency to the officer in- charge of AIIMS , Deoghar.
16. Non-adherence may lead to non-payment of that particular bill as well as other penal actions.
17. The agency shall necessarily attend to the press releases, issued by institute and to ensure that such press releases are prominently published in all daily news-papers free of cost circulated in Jharkhand. The agency shall also produce copies of press releases and notifications on the day of publication without fail.
18. AIIMS will pay the tariff as prescribed by newspapers subject to DAVP rates for newspapers registered under DAVP/Jharkhand Government approved rates for Regional papers not registered in DAVP but registered in publicity directorate of Jharkhand Government. The most economical rates shall be offered. AIIMS shall make payments to the selected agency after deducting the discount offered by the agency and adding the applicable taxes. The agency shall submit proof of payment of taxes (GST, etc.) to AIIMS Deoghar.
19. The agency shall produce the copy of publications of all editions along with bill.

## **FINAL DECISION-MAKING AUTHORITY**

The Executive Director, AIIMS, Deoghar reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained/paid by the AIIMS, Deoghar to the Bidder(s).

## **AMENDMENT OF TENDER /SUBMISSION OF MULTIPLE BIDS**

Before the closing date and time for submission of bid, the AIIMS Deoghar, at its discretion, may modify the tender document by issuing addendum/corrigendum.

Any addendum/corrigendum thus issued would be a part of the tender document and shall be uploaded on the AIIMS DEOGHAR Website ([www.aiimsDeoghar.edu.in](http://www.aiimsDeoghar.edu.in)).

Tenderer shall neither change nor modify the submitted bidding documents by any amendments nor submit more than one tender during the validity of the tender due date including extensions period of tender due date. AIIMS Deoghar may ask clarification after opening of bid if required. No clarification from bidder will be considered after opening of tender.

## **OTHER TERMS AND CONDITIONS**

### **i) Fraudulent and Corrupt Practices**

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Tender Document, AIIMS, Deoghar shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines

that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, AIIMS Deoghar shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the AIIMS, Deoghar for, inter alia, time, cost and effort of the AIIMS, Deoghar, in regard to the tender document, including consideration and evaluation of such Bidder’s Proposal.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

– **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of AIIMS, Deoghar who is or has been associated in any manner, directly or indirectly with the Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of AIIMS, Deoghar, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of AIIMS, Deoghar in relation to any matter concerning the Project;

– **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

– **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;

– **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by AIIMS, Deoghar with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

– **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## ii) Force Majeure

The term “Force Majeure” as employed herein shall mean Act of God, floods, tempest, war, riot, fire and Acts, Rules and Regulations of respective Government of the two parties namely AIIMS, Deoghar and the service provider, directly affecting the performance of the Contract.



In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Agreement, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended from performing the obligation for the period during which the cause lasts. Time for performance of the relative obligation suspended by Force Majeure, shall then stand extended by the period for which such clause lasted.

If deliveries are suspended by force majeure conditions lasting for more than 30 days, the AIIMS Deoghar shall have the option of cancelling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

The Vendor is also made to understand that AIIMS Deoghar is bound by the decisions and directives of Central Government, MoH&FW, PMSSY.

### **iii) Arbitration and Settlement of Disputes**

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with the construction, meaning, operation, effect, interpretation or breach of the contract which parties are unable to settle mutually, the same may first be referred to conciliation through a committee as agreed to by both parties.

If the parties are not able to resolve the dispute through the committee or do not opt for conciliation through the committee, the aggrieved party may invoke the arbitration clause as provided in the contract.

In the event of any question, dispute or difference whatsoever arising between the parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender contract or the validity or breach thereof, the matter shall be referred to the sole arbitrator agreed to by the parties. The award of the arbitrator shall be final and binding on the parties.

The arbitrator may, from time to time, with the consent of the parties, change the time for making and publishing the award. The Arbitration and Conciliation Act, 1996 and the rules made there under, as amended from time to time shall be deemed to applicable to the arbitration proceeding under this clause.

The proceedings of the arbitration shall be carried out in DEOGHAR which shall be subject to the jurisdiction of courts in DEOGHAR, Jharkhand.

### **iv) Tax Clause as per Goods and Services Tax (GST) & Duties**

- a) Bidder should indicate GSTIN Number, if applicable (Copy of GST registration to be enclosed) and Permanent Account Number (copy of PAN to be enclosed)
- b) Tender will be considered /accepted, if & only if the bidder has a valid GST Registration No, or, in cases of exemption due to threshold, it needs certification on the letterhead that it is exempted for the time being from GST collection and remittance.
- c) Central Tax/State Tax/Integrated Tax/ Union Territory tax whichever applicable to be quoted in percentage (%).

- d) Bidder to ensure correct applicability of Central Tax/State Tax/Integrated Tax/Union Territory tax based on the Inter/Intra State movement regarding of Supply of Goods and Services or both.
- e) The tax invoice for supply of Goods and Services should be raised as per the provision of GST Act & Rules.
- f) In the event of an increase in taxes/duties after the closing date of submission of bid, the extra liability on account of the increase in taxes/duties shall be borne by the AIIMS, Deoghar.
- g) In the event of abolition/reduction of taxes/duties after the closing date of submission of bid, the savings accruing to the bidder shall be passed on to the AIIMS, Deoghar.

**v) Terms of Payment**

- a) The due payments every month shall be released through RTGS, or banking channels, (in Indian Rupees) and shall be paid only after submission of trip sheets and necessary sanctions.
- b) No advance payment shall be made and the successful bidder have to sign an agreement on non- judicial stamp paper which shall contain a clause related to liquidated damages on account of delays, errors, cost and time over runs. In case the bidder fails to execute the contract, the AIIMS, Deoghar shall be at liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.

**vi) Law of Land:** The tenderer shall abide by and comply with all the local as well as national laws in connection with providing the services under the contract. The AIIMS, Deoghar shall not be responsible for breach of law, if any, by the tenderer.

**vii) Consortium:** No consortium will be entertained by AIIMS, Deoghar. The bidder shall bear the full responsibility of the contract. Any consortium formed by the bidder at his end which was formed either to gain entry into the agreement with the AIIMS, Deoghar or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder.

**viii) Penalty Clause / Liquidated Damage:** If any of the stages specified which forms part of the contract is either not completed or not completed satisfactorily as per the approved time schedule, due to reasons solely and entirely attributable to the bidder and not in any way attributable to the AIIMS, Deoghar, and if the delay adversely affects the execution of contract, by the successful bidder, the performance security deposit will be forfeited and appropriate legal action shall be initiated as per the terms and conditions of the contract. AIIMS Deoghar may rescind this part of the contract and shall be at liberty to get it done from any other agency at the risk and cost of the Bidder.

Moreover, if the service provider fails to provide any of the facilities mentioned in the tender document, a penalty will be imposed on it on the basis of feedback received from the AIIMS, Deoghar officials. The imposition of penalty on the service provider shall be after due compliance with the principles of natural justice as required by law.

**ix) Prices:** The prices quoted are to be in Indian Rupees for the items/services shall under no circumstance vary during the period of contract.

x) **Subcontracts:** The service provider shall not partly or fully subcontract the awarded contract without the prior written consent of the AIIMS, Deoghar.

xi) **Delays in the Bidder's Performance:** The Service Provider shall perform the services awarded under the contract in accordance with the approved time schedule as notified from time to time by the AIIMS, Deoghar to the service provider. Delay on the part of the service provider in the performance of its delivery obligations shall subject the service provider to penalty, unless an extension of time is agreed upon by the AIIMS, Deoghar. AIIMS Deoghar may forfeit PBG if the obligation of tender is not performed by the successful bidder.

**xii) Termination for Default:**

Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 60 days to the other party, terminate the agreement in whole or in part, on account of any of the following:

The defaulting party fails to perform any or all of the obligations within the time period(s) specified in the contract or any extension thereof granted, by the other party.

The quality of the delivery of various tasks by the service provider is not up to the satisfaction of the AIIMS, DEOGHAR, or

The defaulting party fails to perform any other obligation under the contract.

In the event of the AIIMS, Deoghar terminating the contract in whole or in part, the AIIMS, Deoghar may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, and the service providers shall be liable to the AIIMS, Deoghar for any excess costs for such similar items or services. However, the service provider shall continue with the performance of the contract to the extent not terminated. No consequential damages shall be payable to the service provider in the event of termination of the contract by the AIIMS, Deoghar. In case of termination of contract, all Bank Drafts/ FDRs furnished by the service provider in its capacity as bidder in the tender process by way of Bid Security / Performance Security shall stand forfeited. In case of suspension/termination, the service provider shall be liable to pay compensation for any direct loss or additional liability, incurred due to the completion of work by another agency.

**xiii) Termination for Insolvency:** The AIIMS, Deoghar may at any time terminate the contract by giving notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, the termination of the contract will be without any compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the AIIMS, Deoghar. **xiv) Interpretation:**

In these Terms & Conditions:

References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.

References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this tender.

The headings are inserted for convenience only.

Whenever provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly.

In case of any inconsistency between this tender and the Bid submitted to the AIIMS, Deoghar, the terms of this Tender shall prevail.

## **SUBMISSION OF OFFERS**

Tender bidding methodology- Single Bid

- a. Technical Bid
- b. Financial Bid

## **DETAILS OF ANNEXURE OF THE BID**

- i) Tender form and Bank Guarantee: Annexure I and Annexure IA ii)

### **Technical Bid**

- a. Details as sought in Annexure-II, part A and B
- b. The financial information as per Annexure-III
- c. Undertaking Regarding de-barred/Blacklisting Status of Bidder as per

Annexure-IV iii) **Financial bid:** As per Annexure-V

All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.

## **PRICE QUOTATION**

- (i) The bidder shall indicate the prices/rates as specified in the quotation format.
- (ii) The bidders should quote their most competitive prices/rates and it should be noted that their quotations would not ordinarily be subject to further negotiations. Negotiations may however, be carried out as per rules and instructions on the subject at the discretion of the AIIMS, Deoghar.
- (iii) In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct.
- (iv) The prices/rates quoted shall be firm throughout for the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.
- (v) The Bidder shall sign with stamp on each page of bid document and other documents before uploading online on CPP Portal.

## **ACCEPTANCE OF OFFER**

AIIMS Deoghar reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.

## **STANDARD OF PERFORMANCE**

The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the AIIMS Deoghar. The Bidder shall always support and safeguard the legitimate interests of the AIIMS Deoghar in any dealings with the third party. The bidder shall be liable to pay to the AIIMS Deoghar for any financial losses by way of act by the bidder.

# LIST OF REQUIREMENTS

Schedule No.	Brief Description of goods and services (Related Specifications etc. are in Section-VII)	Accounting Unit	Quantity	Amount of Earnest Money	Remark
1	Appointment of Advertising Agency	Rate Contract	1	Rs. 10,000/-	Security Deposit 1,00,000/-

1. Price Validity: 180 days from bid due date and for 24/36 months from the date of award of tender and for extension period.
2. Bidders to open the link [www.aiimsDeoghar.edu.in](http://www.aiimsDeoghar.edu.in) and take print out of all the documents available and then sign & stamp each and every paper and submit along with the technical tenders.
3. Period of Contract: - For Two year from the date of issue of P.O., with extension, for 12 months on same terms and conditions
4. The total cost inclusive of all elements as cited above, should be quoted in the price bid.

## 5. RISK PURCHASE:

- a) If the supplier after submission of tender and due acceptance of the same, i.e. after placement of contract fails to abide by the terms & conditions of these tender documents, or fails to supply the deliverables as per delivery schedule given or at any time repudiates the contract, the purchaser shall have the right to:
    - (i) Forfeiture of the EMD, and
    - (ii) Invoke the Security-cum-Performance Guarantee if deposited by the supplier & procure stores from other agencies at the risk & consequence of the supplier. The cost difference between the alternative arrangement and supplier tendered value will be recovered from the supplier along with other incidental charges, including custom duty, excise duty, taxes, insurance, freight etc.,
  - b) For all the purpose the award of contract will be considered acceptance of tender and formal contract pending signing of agreement. Supplier has to abide by all the terms and conditions of tender.
  - c) In case of procurement through alternative sources and if procurement price is lower, no benefit on this account will be passed on to the supplier
6. Bidders has to submit Bank details i.e.
    - a) Account Number:
    - b) Bank Name:
    - c) Branch:
    - d) IFSC Code:

## **Other important conditions of contract:**

1. The Advertising Agency shall publish the first advertisement on or within 3 days from the date of receipt of the approved text from AIIMS Deoghar.
2. The Advertisement should be published in cyclic order in different newspapers.
3. The Advertisement should be published in minimum possible area/space/font size etc.
4. Discount percentage offered should be quoted in bid.
5. The Contractor/Vendor has to submit newspaper cutting as a proof of advertisement published in the bills.
6. The advertisement agency shall publish the Advertisement in the local as well as national newspaper as per the requirement given by AIIMS Deoghar in a cyclical manner. If the agency fails to publish the advertisement in any of the newspaper, then the payment for the complete bill of the concerned tender will not be made.
7. If due to technical or any other reason, the agency is unable to publish the Advertisement in newspaper, the same should be conveyed to AIIMS Deoghar within two days with reason for not publishing the tender failing which supply order will be cancelled and security deposit shall be forfeited. Also, penal action i.e. debarred/black listing shall be taken in due course.
8. The Executive Director, AIIMS Deoghar, does not bind himself to accept the lowest or any tender and he reserved the right to reject any offer.
9. Any dispute arising out of or relating to this inquiry shall be deemed to have arisen in Deoghar and is subject to jurisdiction of Deoghar Court.
10. A copy of latest DAVP rate card should be provided.
11. A List of newspapers according to the readership survey should be provided on demand.

**ACKNOWLEDGEMENT** The Contractor/Vendor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the publication of advertisement in newspapers for AIIMS, Deoghar is to be done as per the terms, clauses and conditions, specifications and other details of the contract. The Contractor/Vendor shall not plead ignorance on any matter as an excuse for deficiency in service or failure to perform or with a view to asking for increase of any rates agreed to in the contract or to evading any of his obligations under the contract.

## **UNDERTAKING**

I/We have read and understood all the terms and condition of all sections of the bid document.

I/we hereby quote for publication of advertisement in newspapers for AIIMS, Deoghar, Jharkhand as per scope of work specified in the bid document and as set forth in the terms and conditions of the contract, which will be binding upon me/us in the event of the acceptance of my/our tender.

Should I/we fail to execute an agreement embodying the said conditions and deposit within 20 days of the acceptance of my/our bid I may be penalized at the discretion of AIIMS, Deoghar. **Read and accepted.**

Signature and stamp of the Bidder  
or Authorized signature

# **ANNEXURE-I**

## **TENDER FORM**

(On the letter head of the concern submitting the bid)

To

**The Executive Director AIIMS, Deoghar**

**Ref.:** AIIMS Deoghar/Admin/Store/Tender/2020-21/\_ **Dated:**

Sir,

I/We understand that you are not bound to accept the highest discount offer or bound to assign any reasons for rejecting our tender.

I/We hereby agree to pay all taxes and levies (as per actuals) GST, VAT, Income Tax, Work Contract Act, Octroi, duties/taxes by any other names, levied by the government, as prevailing from time to time, on such items for which the same are leviable, and the rates quoted by me/us are inclusive of the same.

I / We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding Order upon me/ us.

I/We declare that I/we have not been debarred/blacklisted by any Government/ Semi Government undertaking till date.

That this offer shall be valid for 90 days from the date of opening of tender.

That the rates quoted are not higher than the rates quoted for same work for any government/undertaking.

That I/we undertake to indemnify AIIMS, Administration. I /we understand that in cases of mala fide by the Vendor, AIIMS administration will not be held responsible. Yours faithfully,

Signature of the bidder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Address \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX \_\_\_\_\_

E-mail \_\_\_\_\_

Company Seal



**Annexure IA (only for successful Bidder)**

Bank Guarantee  
(Preferably local Bank)

To  
The Executive Director, AIIMS  
Deoghar, For and on behalf of  
The President of India

WHEREAS.....  
(Name and address of the Contractor/Vendor) (Hereinafter called “the supplier”) has undertaken, in  
pursuance of contract no. .... dated ..... to perform the  
work) (herein after called “the Hire contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall  
furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified  
therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the  
Supplier, up to a total of .....  
..... (Amount of the guarantee in words and figures), and we  
undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract  
and without avail or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid,  
without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor/Vendor  
before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract  
to be performed there under or of any of the contract documents which may be made between you and the  
Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any  
such change, addition or modification.

This guarantee shall be valid until the ..... day of....., 20.....

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch  
(Bank’s common seal)

## **ANNEXURE-II**

### **TECHNICAL BID (Part-A): Vendor details**

Documents/Details to be submitted:

<b>S.No.</b>	<b>Particulars</b>	<b>To be filled by the Tenderer (give details with proof)</b>
1	Name and address of bidder: Local address (if bidder is from outside Deoghar)	
2	Name of the Head of the Organization/Managing Director	
4	Telephone No./Fax No./Email address:	
3	Legal Status (Attach copies of original document defining the legal status/ undertaking on original letter head) a) Public Ltd./Govt. /PSU: b) Pvt.Ltd: c) PrivateSociety/Trust: d) Partnership: e) Sole Proprietorship/Single Person.:	
5	Year of Establishment	
6	Activities/ Services Offered	
7	Particulars of Registration with various Government bodies & Statutory Tax Authorities (attach attested photocopy) 1. RegistrationNumber: 2. Organization/Place of registration: 3. Date of validity:	
8	PAN	(to enclose scanned copy)
9	Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reason for not completing the work.	
10	Financial information of the bidder	Annexure 'III'

S.No.	Particulars	To be filled by the Tenderer (give details with proof)
11	Undertaking regarding Blacklisting/debarment Status of Bidder	Annexure 'IV'

**TECHNICAL BID (Part -B)**

**Please respond in Yes or No.** In case you do not fulfil any of the conditions, please specify.

Sr No	ITEM	Say Yes/ No
1	a. Registration: b. The bidder should be Income tax payer; Proof enclosed c. Should be registered with GST Department. Proof enclosed d. Should have the experience of publishing on DAVP rates: proofs will include either INS certificate or, writeup detailing publications on DAVP rates , with suitable references.	
2	Turnover: The bidder should have minimum turnover of Rs. 5 lakhs in the Financial Year 2019-20 or a cumulative turnover of Rs. 8 lakhs in the financial years 2019-20 and 2020-21 and bidder should be a profitable entity. Proofs enclosed	
3	Experience: The bidder should have minimum experience of 1 year in the field of PUBLISHING ADVERTISEMENTS in newspapers for Government/PSU/Central Autonomous Organizations/other organizations. An Undertaking in this regard should be submitted.	
4	Declaration that you have not been black- listed/debarred for dealing by Government of India in the past.	
5	The bidder should give undertaking/declaration that they have read and understood all the terms & conditions of tender documents and submitting unconditional acceptance to all terms & conditions.	

Date:

(Signature of the Bidder with Seal)

**ANNEXURE – III**

**FINANCIAL INFORMATION OF THE BIDDER**

<b>S. No.</b>	<b>Details</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
i)	Turnover			
ii)	Profit/Loss			

Note: Attach additional sheets, if necessary.

(Signature of the Bidder  
with Seal)

**ANNEXURE – IV**

**Affidavit regarding De-Barred/Blacklisting Status of the bidder during  
FY 2017-18; 2018-19; 2020-21 till date (On Letter Head of  
Organization)**

I/We, M/s .....(Sole Applicant/Lead Member/Member / affiliate), (the names and addresses of the registered office) hereby certify and confirm that in the last three years we or any of our promoter(s)/director(s) are **during FY 2017-18; 2018-19; 2019-20 and** till date, neither de-barred/blacklisted by Central Government/State Government/PSU/Supreme Court/High Court of any State/District Court of any State from participating in Project/s, either individually or as member of Consortium nor any proceeding thereof are under process against us or any of our promoter(s)/director(s) as on the..... (Date of Signing of Application).

We further certify and confirm that there is no pending litigation against any Central Government /State Government/PSU in last three years.

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amount paid (including bank guarantee) shall stand forfeited without any further intimation.

Dated this .....Day of..... 2020

Name of the Applicant: .....

Signature of the Authorized Person: .....

Name of the Authorized Person: .....

## ANNEXURE-V

### PRICE SCHEDULE (Financial Bid)

Sr No	Description	UOM (Unit of measurement)	Unit Rate (Rs.)	Discount, if any on DAVP rate (percentage)
A	B	C	D	E
1	Appointment of advertising agency for publishing advertisement in newspaper/ Employment News	Two year, Further extendable to 1 year		

Note:- The discount on DAVP rate should be quoted in figure & words both. In case of any difference, rate quoted in words will be taken. The applicable rates will be extra as per pre validating Govt. Rates.

1. We confirm that there would not be any price escalation during the supply period. PO will be issued to the **single highest offer on Column E**.
2. We confirm that we will abide by all the tender 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. Quote shall remain valid for entire duration of work.
4. The work is extendable for another year upon mutual acceptance.

**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.

\* \* \*