

Short Tender Notice

Request for Proposal (RFP)

Agency for Awareness creation through installation of Hoardings for Systematic Voters' Education and Electoral Participation (SVEEP)

For

Election Department, Government of Assam

**RFP No: ELE.68/2019/PT – 1
Date: 23rd February 2021**

Election Department, Government of Assam
'C' Block, 4th Floor, Janata Bhawan, Dispur, Guwahati – 781006, Assam

Notice Inviting RFP

Election Department, Government of Assam, invites Request for Proposal (RFP) for engagement of an **“Agency for Awareness creation through installation of Hoardings for Systematic Voters' Education and Electoral Participation (SVEEP)”** for Election Department for carrying out the awareness and wider participation of the citizens in the upcoming State Assembly Election 2021 to achieve its objectives for conducting free and fair election process.

Time lines for the RFP Bid Process Management

Sl. No	Events	Details
1	Date of issue of RFP	23/02/2021.
2	Last date of submission of pre-bid queries by email	25/02/2021
3	Date of response of pre-bid queries	27/02/2021
4	Bid Closing Date & time	01/03/2021 (Up to 3:00 pm.)
5	Date and time for opening Technical bid	01/03/2021 at 5:00 pm
6	Date & time for opening Financial Bids of the qualified bidders	Will be communicated in due course.
7	Venue of Submission of Bids	Office of Chief Electoral Officer, Election Department, C-Block, 4th Floor, Janata Bhawan, Dispur, Guwahati-6, Assam
8	Subject Line for submission of proposal	Bid Proposal for engagement of an Agency for Awareness creation through installation of Hoardings for Systematic Voters' Education and Electoral Participation (SVEEP) for Election Department, Government of Assam
9	Contact details for submission of Pre-bid queries and other clarifications.	Office of Chief Electoral Officer, Election Department, C-Block, 4th Floor, Janata Bhawan, Dispur, Guwahati-6, Assam email: ceo.assam2021@gmail.com
10	Bid document Fee	Rs. 2000/- in the form of Demand Draft from Nationalized Bank / Scheduled Bank in favor of "Chief Electoral Officer, Assam"
11	Court fees stamp to be attached	Rs. 8.25
12	Website/s for downloading the RFP	http://ceoassam.nic.in
14	Earnest Money Deposit	Rs. 1,50,000/- (One Lakh and Fifty Thousand only) in the form of Demand Draft from Nationalized Bank / Scheduled Bank in favor of "Chief Electoral Officer, Assam"

Summary

The Election Department of the State believes that greater participation of the citizens and other stakeholders directly and indirectly associated with the election process are fundamental to conducting the election processes successfully. Therefore, in order to achieve this, Election Department would like to implement Systematic Voters' Education and Electoral Participation program, better known as SVEEP, which is the flagship program of the Election Commission of India for voter education, spreading voter awareness and promoting voter literacy across the state.

SVEEP's primary goal is to build a truly participative democracy in state by encouraging all eligible citizens to vote and make an informed decision during the elections. The program is based on multiple general as well as targeted interventions which are designed according to the socio-economic, cultural and demographic profile of the state as well as the history of electoral participation in previous rounds of elections and learning thereof.

Targeted approach is adopted towards meeting the various gaps in registration and voting which are identified through situation analysis and strategy is drawn upon based on the analysis of the underlying reasons for the gap. Also, the mandate is to spread awareness about informed, un-intimidated and inducement free voting under the broader framework of civic education. The strategy used is IMF i.e. Information, Motivation and Facilitation. Information and Motivation generate demand and the Facilitation part of SVEEP has to go hand in hand with demand generation.

Department intends to engage a credible private agency through a competitive bidding process **for Voter Awareness creation through installation of Hoardings.**

2.1 Procedure, Terms and Conditions

- a. The proposal in details has to be submitted on two bids basis i.e., Technical Bid and Financial Bid and submit in hard copy.
- b. The hard copy of the proposal must be addressed as under and dropped in the Tender Box located at Office of the Election Department, Government of Assam, 'C' Block, 4th Floor, Janata Bhawan, Dispur, Guwahati – 781006, Assam. The envelope should be labeled as “Bid Proposal for engagement of an **Agency for Awareness creation through installation of Hoardings** for Systematic Voters' Education and Electoral Participation (SVEEP) for Election Department, Government of Assam”.
- c. Election department will provide the creative content for the purpose of Hoardings and only the approved content by the Election department, in writing, should be printed and a hoarding of the same has to be prepared.
- d. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, bidders must form their own conclusions about the services required.
- e. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Election Department. Any notification of preferred bidder status by Election Department shall not give rise to any enforceable rights by the bidder. Election Department may cancel this public procurement at any time during the bidding process or prior to a formal written contract being executed without assigning any reasons thereof at its sole discretion and bidder must agree to abide by this.
- f. Election Department reserves the right to solicit additional information from bidders. Additional information may include, but is not limited to, past performance records, lists of available items of work etc.
- g. Election Department reserves the right to accept the whole, or part of or reject any or all bids without assigning any reasons; and to select the bidder(s) which, in the sole opinion, best meets the interest of the Government of Assam.

- h. Election Department reserves the right not to accept bid(s) from bidders resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Agencies/Vigilance Cell.
- i. All information contained in this RFP, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organizations/agencies/consultants.
- j. The bidder selected is not supposed to use its name, logo or any other information/publicity on content published on social media platforms of the Election Department, Government of Assam or its offices.
- k. All pages of the bid must be signed with a seal of the firm by the power of attorney holder i.e authorized signatory of the bid.

2.2 Compliant Proposals/ Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid/proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
 - iii. Include all supporting documentations specified in this RFP

2.3 Bidders Queries

- a. The Bidders will have to ensure that their queries reach Election Department by email at **ceo.assam2021@gmail.com** on/ before the stipulated time & date.
- b. The queries should necessarily be submitted in the following format in Spreadsheet:

Sl No.	RFP Document Reference (s) (Section & Page Number(s))	Content of RFP requiring Clarification (s)	Points of Clarification

- c. Election Department shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the department.

2.4 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. Election Department shall endeavor to provide timely response to all queries. However, the department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, the department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the RFP Document by a corrigendum.

- c. The Corrigendum (if any) and clarifications other queries from all bidders shall be posted in the designated email id of the bidder. Bidder must provide the e-mail id in the technical proposal.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective bidders reasonable time for taking the corrigendum into account, the department may, at its discretion, extend the last date for the receipt of Proposals.

2.5 Earnest Money Deposit

- a. Each bidder is required to submit **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only)** as Earnest Money Deposit (EMD) in the form of Demand Draft from Nationalized Bank / Scheduled Bank in favor of "Chief Electoral Officer, Assam".
- b. EMD and Tender Fee should be submitted with Technical Bid in **ENVELOP A**.
- c. Proposals not accompanied by EMD and Tender fee shall be rejected.
- d. No interest shall be payable by Government of Assam for the sum deposited as earnest money deposit.
- e. No Bank Guarantee will be accepted in lieu of the earnest money deposit.
- f. The EMDs of the unsuccessful bidders would be returned back within 45 days of signing of the contract agreement.
- g. For the selected bidder, the EMD shall be returned on submission of Performance Bank Guarantee (PBG) of 10% of the contract value to the Election Department.
- h. EMD amount shall be forfeited in case the bidder withdraws its bid during the bid process i.e after submission of the bid.
- i. EMD amount shall also be forfeited in case selected bidder failed to sign the contract agreement within the stipulated time.

2.6 Period of Contract

The initial contract shall be for a period of 30 days (March to April 2021) subject to the satisfactory execution of the assigned works.

2.7 Amendment of RFP Document

At any time before the submission of proposals, Election Department may amend the RFP by issuing an addendum in writing or by announcing it through its website. The addendum shall be binding on all the bidders. To give the bidders reasonable time in which to take an amendment into account in their proposals, the Election Department may, if the amendment is substantial, extend the deadline for the submission of proposal. At any time prior to the deadline or as extended for submission of bids, the department for any reason/s, whether at its own initiative or in response to clarifications requested by prospective bidder, may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the Election Department Website & these will be binding on all the bidders. Election Department, at its discretion, may extend the deadline for the submission of proposals. The Election department may change the scope of work after the submission of technical bids by the Bidders. In this case, necessary corrigendum/clarifications will be issued and bidders will be asked to resubmit their commercial bids only.

2.8 Commercial Bid and specific points to be noted:

- a. Commercial Bid shall be as per the format provided in this RFP in the **Annexure 5**. Bid price for evaluation purpose is inclusive of all manpower support required for the project execution, applicable taxes, GST, duties.
- b. Commercial Bid must be given in **Envelop B**
- c. **Bidder may note that if Price Bid is submitted in the Envelop A, bid will be summarily rejected.** Other levies and charges etc. and will be required to mention as per the commercial format in detail.

- d. Bidders shall quote for the entire scope of contract on “overall responsibility” basis such that the total bid price covers all the bidder’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the services.
- e. Prices quoted by the Bidder shall remain fixed during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price Proposal or with incomplete details will be treated as non-responsive and shall be rejected.

2.9 Late Bids

- a. Bids not received on the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. Election Department shall not be responsible for any postal delay or non- receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. Election Department reserves the right to modify and amend any of the above-stipulated condition/criteria on depending upon project priorities vis-à- vis urgent commitments.

2.10 Deviations

The bidder is required to submit without any deviation and unconditional bid against this RFP. Any bid submitted with deviations/assumptions which are material in nature or qualify for the deviation of terms & conditions of this RFP may be rejected summarily by the Evaluation Committee.

3 Background

The major task of Election Department is to conduct elections for State Assembly /Lok Saba and Rajya Sabha as entrusted by the Constitution of the Country in a free and fair manner, so that democratic institutions can function properly for welfare of the citizens. It has always been an effort of the department to encourage voters to exercise their vote during the election. In order to attract the voters Election Department plans to develop and deploy innovative methods as indicated in the Scope of works to reach out the citizens of the State for educating them about the duty of voting and their rights and its importance, to provide authenticate information in an unbiased way to maximize reach and to dispel any doubts and create awareness amongst the public about the Election process being implemented in the state of Assam.

3.1 Scope of Work

The fundamental and core idea behind this installation of hoarding activity to attract the voters particularly young voters of the State to cast their votes to make our democracy stronger and vibrant. Thus, the installation of hoarding process should be attractive which can create an impact in the voter’s mind. The scope of work shall spread across the geography and demography of the State and should be able to reach the citizens in the remotest part of the State.

The installation of the hoardings should be completed within **10 days** of the award of the contract.

Below are few indicatives for bidders to understand the scope of the work

#	Description	type	Quantity in numbers
1	Printing and mounting of Hoarding Flex (13 ounce – black back) on permanent iron Hoarding Structure at prime locations in Guwahati in consultation with CEO. Please refer to Annexure- 6	Front Lit	40x20 (10 nos), 30x15 (10 nos)
2	Printing and mounting of Hoarding Flex (13 ounce – black back) on permanent iron Hoarding Structure at prime locations in 33 election districts in consultation with DEO (four in each district)	Non-Lit (50%)/Front Lit (50%)	40x20 (2 no), 30 x 15 (1 no)
3	Printing and mounting of Hoarding Flex (13 ounce – black back) on permanent iron Hoarding Structure at prime locations in 17 sub-divisions in consultation with DEO (one in each sub-division)	Front Lit	30x15 (1 no)
4	Printing and mounting of Hoarding Flex (13 ounce – black back) on permanent iron Hoarding Structure at prime locations in major towns in Assam in consultation with CEO office (one each)	Front Lit	20x10 (10 no)

The number of hoardings mentioned above are indicative only and based on the final requirement of the No. of Hoardings by the Election Department there might be a variation of up to (+/-) 25% of the total discovered price while issuing the purchase order.

4. Qualification Criteria

The bidders shall fulfill the following qualification criteria for consideration of opening of financial proposal. The bidders should enclose documentary evidence for fulfilling the following conditions.

S/N	Broad Criteria	Specific Requirement	Documentary Proof to be submitted
1	Legal Entity	The bidder must be a company registered in India under the Companies Act 2003 or a Limited Liability partnership firm registered under the prevailing laws relating to partnership in India or a Proprietorship firm operating for the last 3 years in Business as on March 3, 2021. In case of Consortium, bidders with maximum three legal entities shall be allowed.	1. Certificates of incorporation 2. Valid Registration Certificate on the date of submission of bid 3. GST Registration 4. Copy of PAN <i>In case of consortium bid consortium, agreement indicating lead bidder</i>
2	Experience in installation of Hoardings	The bidder must have experience of execution of similar works i.e., installation of hoardings for any Central Government/State Govt or for any reputed private company with at least one completed contract of value not less than Rs.50 Lakhs (Rupees Fifty Lakhs only) in the last three years.	Bidder should submit the following: i. PO/Work Order issued by the client. ii. Project Completion Certificate issued by the client iii. Certificate of clients for on-going Projects, specifically mentioning the

			“progress completed” amount.
3	Turnover, Net Profit & Positive Net Worth (To be submitted in the format given in Annexure 4)	Bidder should have an aggregated turnover of media business/ advertising/ entertainment business of minimum Rs. 100 Lakhs and above in the last three financial years. (Year: 2017-18, 2018-19 and 2019-20)	Copies of audited balance sheet for the stipulated years and turn over.
5	Authorized Representative from Bidder (Power of Attorney)	A power of attorney /board resolution in the name of the person signing the bid	Original Power of attorney /Board resolution copy in the name of the signatory of the bid.
6	Blacklisting	Bidders should not have been blacklisted by any of the State or Central Government Department/ organizations due to any criminal & Cyber offence/fraudulent practice by any investigating authority or Court of law in the country as on date of bid submission	A self-declaration in this regard by an Authorized Signatory on the firm/ company's Letter Head.
7	Earnest Money Deposit (EMD)	The bidders should, furnish as Earnest Money Deposit (EMD) by way of Demand Draft from a Nationalized/ Scheduled Bank as stated.	Attach the original Demand Draft.

- The Agency or individuals working for the agency, should not have any political affiliation with any political parties/ Candidates across the country during this contract period. Neither they should not have taken nor they should take work order from any of the political parties/candidates/representatives during the period of contract.
- The bidder shall not also get associated directly or indirectly with the opinion/ exit poll surveys etc., across the country during the period of contract.
- The Agency/individuals working with the agency should not share any data with any Individual/ Organization without explicit approval of Election Department.
- The Agency should ensure and take all required measures to protect the Data Privacy, Data Confidentiality, Data Security and also the digital security of the equipment used for this specific assignment.
- The bidder who shall meet the above pre-qualification criteria shall only be eligible for evaluation of their technical bid.

5. Submission of Bids

All the bidders are requested to follow the instructions given below while submitting the bids. Proposal should be submitted in two bid basis— **separate Technical (Envelop A) and Financial bids (Envelop B)** under the separate sealed covers. The outer envelope should be clearly marked as “**Quotation for Agency for Awareness creation through installation of Hoardings for Systematic Voters' Education and Electoral Participation (SVEEP)**” for Election Department, Government of Assam”.

5.a. Technical Bid (Envelop A)

Proposals should be prepared on standard A4 size paper. Fold outs containing charts, spread sheets, and oversize exhibits, if any, are permissible. The pages should be placed section-wise in a binder with tabs separating. Manuals and other reference documentation, if any, should be bounded separately. All responses, as well as any reference materials presented must be written in English.

The technical bid should have the following details as per the order mentioned below:

- a. Forwarding letter as per Annexure 1 on the bidding organization's printed letterhead.
- b. The bidders shall submit bidder information in the prescribed format as given in Annexure 2.
- c. The bidders shall submit all documents related to qualification criteria mentioned in Clause No. 4 as per the format of submission of documents in Annexure 3.
- d. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section of the proposal showing proposal section and page number.
- e. A point-to-point compliance and self-declaration for acceptance of terms and conditions of tender document.
- f. Undertaking (self-declaration on letter head) of total responsibility for the trouble-free operation.
- g. Undertaking (self-declaration on letter head) that the information submitted by them is correct and they will abide by the decision of the Government of Assam. In case the information submitted by the firm is found to be false and/or incorrect in any manner, the firm can be suspended and/or debarred.

6. a. Financial Bid (Envelop B)

The Financial bid must contain the following: -

- a. Forwarding letter including Financial Bid as per Annexure 5, on the bidders printed letterhead.
- b. Overwriting/correction in the commercial bids are not permitted and any such overwriting in commercial bid lead to its rejection
- c. No Price/Rate-Variation/Adjustment or any other escalation will be entertained.

a. Signing of Bid

The original and all documents of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person or persons signing the Bid shall initial all pages of the Bid, except for un-amended printed literature.

7. Technical Evaluation Criteria- (Annexure 7)

Total maximum marks that can be scored in Technical Evaluation is 100. The eligible bidders should enclose documentary evidence for fulfilling the following technical criteria:

SL No	Criteria	Maximum Marks
1	Past Experience (three years) of similar nature and scale – 1. Less than 2 projects 2. More than 2 but less than 5 projects 3. More than 5 projects	<u>30</u> <u>10</u> <u>15</u> <u>20</u>
2	Understanding of the Scope of Work & presentation of similar work experience <ul style="list-style-type: none">➤ Understanding of the Scope of Work.➤ Exact location of the available hoardings with surrounding areas to be shown in the photograph	<u>50</u>
4.	Financial Capabilities 1. Rs. 50 lakhs -Rs. 100 lakhs 2. Rs. 101 lakhs – Rs. 150 lakhs 3. Above Rs. 150 lakhs	<u>20</u> <u>10</u> <u>15</u> <u>20</u>

* The technical scores to be obtained for qualification is minimum 75 marks.

8. Method of Evaluation and Awards of Contract

i) **Constitution of an Evaluation Committee** an Evaluation Committee constituted to conduct the bid process of this RFP, shall scrutinize and evaluate the RFP proposals and documents for selection of a bidder.

ii) **Evaluation of Technical Proposals:**

The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the pre-qualification criteria mentioned at Clause No. 4. In the first stage of evaluation, a proposal shall be rejected if it is found deficient as per the requirement indicated for responsiveness of the proposal as per pre- qualification.

iii) **Criteria for Evaluation of Technical Proposal:**

The Quality & Cost Based Selection method (QCBS) shall be followed for evaluating the bids.

In this particular case of selection, the weightage of the technical bids and financial bids is kept as 60: 40. The criteria defined in Clause No. 5 would be followed for evaluating the technical proposals. Only Bidders obtaining a **total score of 60% (on a maximum of 100)** or more on the basis of criteria for evaluation given would be declared technically qualified. Financial proposals of only those Agencies which are declared technically qualified shall be opened publicly, on the date and time specified, in the presence of the Agencies' representatives who choose to attend.

iv) Method of Selection:

In deciding the final selection of the Bidders, the technical quality of the proposal will be given a weightage of 60 % on the basis of criteria for evaluation. The price bids of only those Bidders who qualify technically will be opened. The financial proposal shall be allocated a weightage of 40%. For working out the combined score, the following formula will be utilized-

Total points: $(0.60 \times T(s)/TH) + (0.40 \times 100 \times LEC/EC)$, where T(s) stands for technical score, TH stands for Highest Technical Score, EC stands for Evaluation Cost of the Financial Proposal, LEC stands for Lowest Evaluated Cost of the Financial Proposal.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points will be considered for award of contract and will be called for negotiations, if required.

1. General:

- a. Bids once submitted cannot be amended.
- b. Any Bid which does not quote for all items will be determined to be non- responsive and may be rejected.
- c. The Bidder shall not assign or sublet the contract or any substantial part thereof to any other Bidders, without written consent of the Election Department, Government of Assam.
- d. Technical bids and financial bids will be opened in the presence of Bidders' representatives (One for each bidder), who wish to be present.

2. Payment Terms, Schedule & Penalty Clause

8.1 Payment Schedule

- a. The payment will be released to the selected bidders as per availability of the fund after submission of Invoice and completion certificate etc. within 7 days of work completed.

b. Payment Terms & production of Invoices -

Bidder must inform the Election Department prior to starting any event with minimum 24 hrs. notice to Election Department by email or letter. The Invoice must contain the following as evidence

- i) Real time Video of recording of installation of such hoardings any part of the State
- ii) Time Stamped photography of the hoardings in any part of the State
- ii) Installation certificate/Work Completion Certificate must be signed by the DEO of the District
- iii) For centralized locations, the completion certificate must be signed by the designated officer of the Election Department
- iv) In case bidder morph and produce any photograph & video the bidder will be blacklisted and no bills for any work/installation shall be released

v) Bidder also must remember that video and picture must be free of any virus and malware while producing before the competent authority to examine.

vi) Calculation of payment will be based on unit rates quoted in the bid along with applicable tax

Election Department will assess the efficacy of the content and timely responses to the citizen and overall impact. In case of dispute, the decision of the Election Department shall be final and binding and final payment shall be released as per their discretion.

8.2 Penalty Clause

- i) If at any future point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligations, the department may take a decision to cancel the contract with immediate effect.
- ii) In case of late services/ no services on a particular day/ day during the contract period, the firm shall be liable to pay a penalty of 2 % per day which may be deducted from the bidder's payment. If the penalty reaches beyond the PBG value then, department will have the right to cancel the contract at any time without assigning any reason thereof.
- iii) Deliverables will be required to submit as per the timelines set by the Election Department for each assignment. In case there is a delay in the deliverables by 3 working days from the agreed timelines, there will be a penalty of 2 % per day which may be deducted from the bidder's payment. If the penalty reaches beyond the PBG value then, Department will have the right to cancel the contract at any time without assigning any reason thereof.
- iv) In case of willful and wrong conduct of any event which may damage the reputation of the Election Department then selected agency's contract shall be terminated within 12 hrs. of report of the case.
- v) The selected bidder is also required to fully protect the personal data and privacy of the citizens in the social media platform and shall not use any data generated in any form for any other purposes during the contract period and future. Failure to adhere the clauses if detected shall be dealt strictly as per the provision of the laws of the land.
- vi) The bidder must adhere to all guidelines, instructions in writing and verbal during the election period.
- vii) A detail agreement shall be entered into with the selected bidder after necessary negotiation.

9. Competent Authority's Right to vary Items/Activities at the Time of Award

The CEO of the Election Department shall have the right to make any alterations, omissions, additions or subtractions in items/services at the time of award of contract. The Competent Authority will give such intimation to the successful bidder, and additional cost/deduction in the Bid prices, based on the price schedule submitted by him, will be worked out with the bidder. In case, the bidder does not agree for such alterations, the Competent Authority will be free to award the contract to the next eligible Bidder.

10.1 Arbitration

- a. If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract, Government of Assam may appoint an arbitrator, which would be accepted by the bidder. The decision of the arbitrator would be final and binding on both the parties.
- b. It is also term of the contract that contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.

- c. The venue of the arbitration shall be at Guwahati. Subject to as aforesaid, the provision of the Indian Arbitration Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

10.2 Applicable Law

This contract, including all matters connected with this contract, shall be governed by the Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Court at Guwahati, if required.

10.3 Force Majeure

For the Purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of party. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under the contract, if any concluded, the relative obligation of the part affected by such force majeure lasts. The terms "Force Majeure" as implied here in shall mean acts of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organization and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy-two hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 1 week, the Election Department shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part. Force Majeures shall not include insufficiency of funds or inability to make any payment required hereunder.

Time and date of delivery and period of execution shall be essence of the contract. If the Bidder fails to deliver the services there of within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, Government of Assam may without prejudice to any other right or remedy available to him to recover damages for breach of the contract: -

- d. Recover from the Bidder as agreed, liquidated damages including administrative expenses and not by way of penalty, as specified in the Clause No. 8.3 (Penalty Clause) and as per the MSA.
- e. Cancel the contract or a portion thereof by serving prior notice to the Bidder
- f. The Government of Assam may take a decision to cancel the contract with immediate effect and /or debar/blacklist the bidder from bidding prospectively for a period of 3 years or as decided by Government of Assam or take any other action as deemed necessary.

10.4 Bidder Code of Conduct and Business Ethics

Government of Assam is committed to its values & beliefs' and business practices to ensure that bidder, who provides services, will also comply with these principles.

A. Bribery and Corruption:

Agencies are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and /or indulging in any corrupt practice in order to obtain or retain a business or contract.

B. Integrity, Indemnity and limitation:

Bidders shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with Government of Assam. If it is discovered at any stage that any business /contract was secured by playing fraud or misrepresentation or suspension of material facts, such contract shall be voidable at the sole option of the competent authority of Government of Assam. For avoidance of doubts, no rights shall accrue to the Bidder/Consultant in relation to such business/contract and Government of Assam or any entity thereof shall not have or incur any obligation in respect thereof. The Bidder/Consultant shall indemnify Government of Assam in respect of any loss or damage suffered by Government of Assam on account of such fraud, misrepresentation or suspension of material facts. The bidder/ consultant will be solely responsible for the omission and commission of the employees deployed by them.

11. General Terms of Awarding the Contract

11.1 Notification of Award

Prior to the expiration of the validity period, Election Department will notify the successful bidder in writing that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee (PBG), Election Department will promptly notify each unsuccessful bidder and return their EMD within 30 days of the signing of the contract with the selected bidder.

11.2 Signing of Contract

After the notification of award, Election Department will issue Letter of Intent (LOI). The Bidder shall sign and return to Election Department duplicate copy of the LOI as an acceptance of the LOI within 3 working days from the date of issuance of LOI along with a Performance Bank Guarantee. On receipt of the Performance Bank Guarantee, Election Department shall enter into a contract with the successful bidder. Election Department shall have the right to annul the award in case there is a delay of more than 7 days in signing of the contract, from the date of acceptance of LOI, for reasons attributable to the successful bidder. The installation of the hoardings should be completed within **10 days** of the award of the contract.

11.3 Performance Bank Guarantee (PBG)

The successful bidder at his own expense shall deposit PBG to Election Department, within seven (7) working days from the date of issuance of Lol, an unconditional and irrevocable Performance Bank Guarantee (PBG) from any Nationalized bank to the Election Department, payable on demand, for the due performance and fulfillment of the contract by the bidder.

- a. The Performance Bank Guarantee will be for an amount equivalent to 10% of the total contract value.
- b. PBG shall be invoked in the event the bidder fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction, or in case of misrepresentations of facts/information submitted to the Election Department.
- c. The performance bank guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligation of the bidder. In the event of any amendments to Contract, the Bidder shall within 7 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.
- d. The performance bank guarantee may be discharged /returned by Election Department upon being satisfied that here has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

12. Failure to agree with the Terms & Conditions of the RFP

Without prejudice to above, failure of the bid awardee to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event department may award the contract to the next best value bidder or call for new proposals. In such a case, Election Department shall invoke the PBG and forfeit the EMD.

13. Termination Clause

The Election Department may terminate the contract under the following circumstances:

- i. Where it comes to Election Department attention that the bidder is in a position of actual conflict of interest with the interests of the Election Department in relation to any of terms of the Bid, the RFP or during any time of the Contract.
- ii. Where the bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever including interilic the filing of any bankruptcy proceedings against the bidder, any failure by the bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the bidder or the happening of any such events that are averse to the commercial viability of the bidder. In the event of the happening of any events of the above nature, the Election Department shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor and to ensure business continuity.
- iii. **Termination for Default:** The Election Department may at any time terminate the Contract by giving 12 hours written notice to the Bidder without compensation in the Event of Default on the part of the bidder which may include failure on the part of the bidder in respect of any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
- iv. **Termination for Convenience:** The Election Department may by prior written notice sent to the bidder at least 12 hours in advance terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Election Department's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

ANNEXURE 1: Format for submission of Proposal AUTHORIZATION LETTER

To

Election Department,

4th Floor, C Block, Secretariat, Dispur, Guwahati, Assam. 781006

Subject: Authorization letter for signing the bid proposal and representing the Bidder

Reference: RFP. NO. Dated

Sir,

Kindly refer to your RFP NO.....Dated asking for submission of bid Proposals for executing the work relating to '**Agency for Awareness creation through installation of Hoardings for Systematic Voters' Education and Electoral Participation (SVEEP) for Election Department, Government of Assam**'. In this matter it is submitted that Mr./Ms..... is hereby authorized to sign the bid proposals (Technical bid and Financial bid) on behalf of our organization. He/ She is also authorized to represent and take decision on behalf of our organization in all the proceedings relating to the RFP under reference. A photocopy of the Power of Attorney vesting such authority in the name of Mr./Ms. _____ is enclosed herewith.

Signature is attested below

Specimen signature of the representative Signature MD

ANNEXURE 2: Bidder Company to provide the following information

SI No	Item	Details
1	Company's name Nature of business Company address	
2	Date of registration	
3	Year of commencement of business	
4	GST registration no.	
5	Income Tax PAN No	
6	Company's name Nature of business Company address	

DETAILS OF PROMOTER/DIRECTORS/CHAIRMAN/MD/SENIOR OFFICIALS OF THE BIDDER COMPANY

Name	Designation	Qualification	With the Company Since	Line of Experience	Contact Details

(Name and Designation) For and on behalf

Seal

ANNEXURE 3: Compliance sheet for Eligibility Criteria

Bidders are required to submit their response in below provided form in Qualification Bid.

S/N	Broad Criteria	Specific Requirement	Documentary Proof to be submitted
1	Legal Entity	The bidder must be a company registered in India under the Companies Act 2003 or a Limited Liability partnership firm registered under the prevailing laws relating to partnership in India or a Proprietorship firm operating for the last 3 years in Business as on March 31, 2021 In case of Consortium, bidders with maximum two legal entities shall be allowed.	10. 1. Certificates of incorporation 11. 2. Valid Registration Certificate on the date of submission of bid 12. 3. GST Registration 13. 4. Copy of PAN
2	Experience in installation of Hoardings	The bidder must have experience of execution of similar works i.e., installation of hoardings for any Central Government/State Govt or for any reputed private company with at least one completed contract of value not less than Rs.50 Lakhs (Rupees Fifty Lakhs only) in the last three years.	Bidder should submit the following: iv. PO/Work Order issued by the client. v. Project Completion Certificate issued by the client Certificate of clients for on-going Projects, specifically mentioning the "progress completed" amount.
3	Turnover, Net Profit & Positive Net Worth (To be submitted in the format given in Annexure 6)	Bidder should have an Aggregated turnover of media business/ advertising/ entertainment business of minimum Rs. 100 Lakhs and above in the last three financial years. (Year: 2017-18, 2018-19 and 2019-20)	Copies of audited balance sheet for the stipulated years and turn over.
4	Authorized Representative from Bidder (Power of Attorney)	A power of attorney /board resolution in the name of the person signing the bid	Original Power of attorney /Board resolution copy in the name of the signatory of the bid.
5	Blacklisting	Bidders should not have been blacklisted by any of the State or Central Government Department/ organizations due to any criminal & Cyber offence/fraudulent practice by any investigating authority or Court of law in the country as on date of bid submission	A self-declaration in this regard by an Authorized Signatory on the firm/ company's Letter Head.
6	Earnest Money Deposit (EMD)	The bidders should, furnish as Earnest Money Deposit (EMD) by way of Demand Draft from a Nationalized/ Scheduled Bank as stated.	Attach the original Demand Draft.

ANNEXURE 4: Financial Indicators of the Bidder Company (in Rupees)

Category	2017-18	2018-19	2019-20
Total income			
Net Profit			
Net worth			

(Name and Designation) For and on behalf

· ·
· ·

Seal

ANNEXURE 5: Format of Financial Bid

To
 Election Department, Government of Assam
 'C' Block, 4th Floor, Janata Bhawan, Dispur, Guwahati
 – 781006, Assam

Dear Sir,

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your Request for Proposal (RFP reference) dated (insert Date).

Our Financial Proposal against the scope of service defined in the above referred RFP is the following:

Price Bid

#	Description	type	Indicative Quantity in numbers	Size (ft x ft)	Unit Rate (per sq ft)	Total Cost (unit rate x total sq ft x 1 months)
1	Printing and mounting of Hoarding Flex (13 ounce – black back) on permanent iron Hoarding Structure at prime locations in Guwahati in consultation with CEO (on rental basis for 1 months)	Front Lit	20	40x20 (10 nos) 30x15 (10 nos) Or equivalent		
2	Printing and mounting of Hoarding Flex (13 ounce – black back) on permanent iron Hoarding Structure at prime locations in 33 election districts in consultation with DEO (four in each district - on rental basis for 1 months)	Non-Lit (50%) /Front Lit (50%)	66 (33*4)	40x20 (2 nos) 30x15 (1 nos) or equivalent		
3	Printing and mounting of Hoarding Flex (13 ounce – black back) on permanent iron Hoarding Structure at prime locations in 17 outlying sub-divisions in consultation with DEO (one in each sub-division- on rental basis for 1 months)	Front Lit	17	30x15 (1 no) or equivalent		
4	Printing and mounting of Hoarding Flex (13 ounce – black back) on permanent iron Hoarding Structure at prime locations in 10 major towns in Assam in consultation with CEO (one each- on rental basis for 1 months)	Front Lit	10	20x10 (1 no) or equivalent		

Note: The final size of the hoardings may vary depending on the space available at the proposed locations and the final payment shall be made on the basis of actual size of the hoardings.

Total Amount in Figure & words:

Our proposal shall be binding upon us up to period of validity as indicated in Clause No. 2.1, under Procedure, Terms & Conditions.

We understand you are not bound to accept any proposal you receive. Further, we also agree that the price quoted by us for period mentioned can be converted into monthly price.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Title of Signatory Name of Firm

Address

Date:

Seal:

ANNEXURE 6: Locations for Installations of Hoardings in Guwahati

1. LGBI Airport premises
2. Inside Railway Station premises
3. Inside ISBT premises
4. Along the main arterial road within 100 meters of Sixmile Flyover- (beside GS Road/Srimanta Shankardev Path)
5. Along the main arterial road within 100 meters of Ganeshguri Flyover- (beside GS Road/Srimanta Shankardev Path)
6. Along the main arterial road within 100 meters of Janata Bhawan/Assam Secretariat- (beside GS Road/ Srimanta Shankardev Path)
7. Along the main arterial road within 100 meters of Bhangagarh Flyover- (beside GS Road/Srimanta Shankardev Path)
8. Along the main arterial road within 100 meters of Paltan Bazar- (near Nandan Hotel & beside GS Road/Srimanta Shankardev Path)
9. Along the main arterial road within 100 meters of Fancy Bazar Gurudwara (Road Side)
10. Along the main arterial road within 100 meters of Cotton University (Road side)
11. Along the main arterial road within 100 meters of Jalukbari Flyover
12. Along the main arterial road within 100 meters of Chandmari Flyover (Road side-Chandmari area)
13. Along the main arterial road within 100 meters of Narengi Tiniali (Road Side)
14. Along the main arterial road within 100 meters of Shankardeb Kalakshetra (Road Side)
15. Along the main arterial road within 100 meters of Bamunimaidam Tiniali (Road Side)
16. Along the main arterial road within 100 meters of Kamakhya Gate (Road Side)
17. Along the main arterial road within 100 meters of Fatasil Ambari Market (Road side)
18. Along the main arterial road within 100 meters of Beltola Tiniali
19. Along the main arterial road within 100 meters of Ganesh mandir
20. Along the main arterial road within 100 meters of B Barooah College