

**Short Tender Notice**

**Request for Proposal (RFP)**

**Agency for Awareness creation through mobile tableau with live performance for Systematic  
Voters' Education and Electoral Participation (SVEEP)**

**For**

**Election Department, Government of Assam**

**RFP No: ELE.68/2019/PT – 1**

**Date: 23<sup>th</sup> February 2021**

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

**Notice Inviting RFQ**

Election Department, Government of Assam, invites Request for Quotation (RFQ) for engagement of an “**Agency for Awareness creation through mobile tableau with live performance for Systematic Voters' Education and Electoral Participation (SVEEP)**” for Election Department for carrying out the various Outreach activities for 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 RFQ Bid Process Management

| Sl. No | Events  | Details   |
|--------|---|---|
| 1      | Date of issue of RFQ  | 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 2021 at 3:00 pm  |
| 4      | Bid Closing Date & time   | 01/03/2021 (Up to 3:00 PM.)   |
| 5      | Date and time for opening Technical bid                                     | 02/02/2021 at 12::00 pm   |
| 6      | Date & time for opening Financial Bids of the qualified bidders             | Will be intimated later   |
| 7      | Venue of Submission of Bids   | Office of Chief Electoral Officer,<br>Election Department, C-Block, 4th Floor, Janata Bhawan, Dispur,<br>Guwahati-6, Assam  |
| 8      | Subject Line for submission of bid  | Bid Proposal for engagement of an <b>Agency for Awareness creation through mobile tableau with live performance and pre-recorded Audio visuals. for Systematic Voters' Education and Electoral Participation (SVEEP)</b> 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<br>email: <b>ceo.assam2021@gmail.com</b>   |
| 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 RFQ   | <a href="http://ceoassam.nic.in">http://ceoassam.nic.in</a>   |
| 14     | Earnest Money Deposit   | Rs. 1,50,000/- (One lakh fifty thousand rupees 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 to **for Awareness creation through mobile tableau with live performance and pre-recorded Audio visuals.**

## 2.1 Procedure, Terms and Conditions

- a. The bid 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 bid 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 mobile tableau with live performance and pre-recorded Audio visuals.** for Systematic Voters' Education and Electoral Participation (SVEEP) for Election Department, Government of Assam”.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. All information contained in this RFQ, 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.
- i. 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.
- j. 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 Bids/ Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFQ documents carefully. Submission of the bid/proposal shall be deemed to have been done after careful study and examination of the RFQ document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Bid non-compliant and the Bid may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this RFQ

- ii. Submit the forms as specified in this RFQ and respond to each element in the order as set out in this RFQ
- iii. Include all supporting documentations specified in this RFQ

### 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:

| SI No. | RFQ Document Reference (s)<br>(Section & Page Number(s)) | Content of RFQ 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 RFQ 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 Bid.
- d. Any such corrigendum shall be deemed to be incorporated into this RFQ.
- 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 Bids.

### 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. Bidss 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 contact value to the Election Department.
- h. EMD amount shall be forfeited incase 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 15-20 days (March 2021) subject to the satisfactory execution of the assigned works.

## **2.7 Amendment of RFQ Document**

At any time before the submission of Bids, Election Department may amend the RFQ 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 Bidss, the Election Department may, if the amendment is substantial, extend the deadline for the submission of Bid. 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 RFQ 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 Bids. 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 RFQ in the Annexure 6. 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 Bid 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 with no deviation and unconditional bid against this RFQ. Any bid submitted with deviations/assumptions which are material in nature or qualify for the deviation of terms & conditions of this RFQ may be rejected summarily by the Evaluation Committee.

## **3 Background**

The major task of Election Department is to conduct elections for local bodies/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 authentic 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 outreach activity to attract the voters particularly young voters of the State to cast their votes to make our democracy stronger and vibrant. Thus, the outreach process should be innovative which can create an impact in the voter's mind. The scope of works 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.

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

- The vendor has to engage three (3) trucks (should be the size of a canter truck 1109 or equivalent or more) with driver, handyman, Technician and provide sufficient fuel to tour as per the schedule decided by Election department.
- Truck should not have been driven more than 50,000 thousand kilometers, Construction of Tableau will be made on full size trailer and should have appropriate fabrication including truss, carpet, branding flex/vinyl, letter writing and logo by Thermocol cut out letters or in best quality Star Flex as per the design and should



be decorated, Frill work by new satin cloth of specified color, painting will be done by first quality plastic paint, Used and old materials should not be used, FHD LED wall (65 inch) of minimum 4K resolution (which should not be more than one year since the date of purchase) with frame & storage for playing the prerecorded videos provided by the election department. Sculpture work may be required. Design for Flex/vinyl will be provided by Election department.

- The agency needs to cover all the districts within the respective zone within 15-20 days of issuance of work order by the election department.
- Each Truck will be accompanied by minimum 5 folk dancer/artists totaling to 15 folk dancers/artists. (provided by the branding agency hired by the election department).
- The particular place of play should be of prime location in the districts as decided by the DEO of the respective district.
- The truck should be fitted with good quality Heavy duty amplified loud speakers with 3-4 columns with output of 95-102 db. with high fidelity surround system with at least two good quality cordless dynamic mics.
- The truck should be fitted with appropriate lighting system (Minimum 2 Halogen LED lights of 500 watts, channel LED Stage lights for stage color effects, bringing impressive and wonderful visual experience for live performance in the evening in order to illuminate the truck stage as well as the surrounding.
- The agency shall take all the responsibility regarding the statutory requirements of vehicle, vehicle running, safety of the artists/dancers during the play, and indemnify Election department towards any untoward incidence and mishaps.

#### 4. Qualification Criteria

The bidders shall fulfill the following qualification criteria for consideration of opening of financial Bid.

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 31, 2021 | 1. Certificates of incorporation<br>2. Valid Registration Certificate on the date of submission of bid<br>3. GST Registration<br>4. Copy of PAN |

|   |   |  |  |
|---|---|--|--|
| 2 | Experience in assignment related to Mobile tableau  | The bidder must have experience of execution of similar works i.e., <b>Awareness creation through mobile tableau with live performance and pre-recorded Audio visuals.</b> for any Central Government/State Govt or for any reputed private company with total aggregated value not less than Rs. 15 Lakh in the last three years. | i. PO/Work Order issued by the client.<br>ii. 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 Average turnover of media business/advertising of minimum Rs. 50 lakh 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 turnover.   |
| 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 be associated or affiliated with any political parties/ Candidates across the country during this contract period. Neither they should 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 qualification criteria shall only be eligible for opening of financial envelop.

## **5. Submission of Bids**

All the bidders are requested to follow the instructions given below while submitting the bids. Bid 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 Awareness creation through mobile tableau with live performance and pre-recorded Audio visuals for Systematic Voters' Education and Electoral Participation (SVEEP) for Election Department, Government of Assam”**.

### **6.a. Technical Bid (Envelop A)**

Quotations 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 4.
- 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 Bid showing Bid 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.b. 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 bides 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.

## **7. 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 persons 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.

## **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 RFQ, shall scrutinize and evaluate the RFQ Bids and documents for selection of a bidder.

ii) **Evaluation of Technical Bids:**

The Evaluation Committee shall evaluate the Technical Proposals for their eligibility criteria mentioned at Clause No. 4.

iii) **Method of Selection:**

In deciding the final selection of the Bidders, the price bids of only those Bidders who are eligible as per the technical qualification will be opened. The Bid with the lowest cost (L1) will be awarded the contract.

## **9. 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.

## **10. Payment Terms, Schedule & Penalty Clause**

### **10.1 Payment Schedule**

- a. The payment will be released to the selected bidders on completion of the assignment on submission of the invoice. Bidder shall submit the invoice within seven (7) days after completion of the work.
- b. **Payment Terms & production of Invoices -**

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

- i) Real time Video of recording of all events conducted any part of the State
- ii) Time Stamped photography of the event/s in any part of the State
- ii) Post event completion certificate must be signed by the DEO of the District
- iii) In case bidder morph and produce any photograph & video the bidder will be blacklisted and no bills for any event conducted shall be released
- iv) Bidder also must remember that video and picture must be free of any virus and malware while producing before the competent authority to examine.

Election Department will assess the efficacy of the content 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.

## **10.2 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 Rs. 10,000 for not providing vehicle 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) 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.
- iv) 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.
- v) The bidder must adhere to all guidelines, instructions in writing and verbal during the election period.
- vi) A detail agreement shall be entered into with the selected bidder after necessary negotiation.

## **11. 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.

### **11.1 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.

### **11.2 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.

### **11.3 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 Majeure 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 thereof 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 prospectivelyforaperiodof3yearsorasdecidedbyGovernmentofAssam or take any other action as deemed necessary.

## **11.4 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.

## **12. General Terms of Awarding the Contract**

### **12.1 Notification of Award**

Prior to the expiration of the validity period, Election Department will notify the successful bidder in writing that its Bid 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.

### **12.2 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 5 days in signing of the contract, from the date of acceptance of LOI, for reasons attributable to the successful bidder.

### **12.3 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 RFQ 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 15 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.

### **13. Failure to agree with the Terms & Conditions of the RFQ**

Without prejudice to above, failure of the successful bidder to agree with the Terms & Conditions of the RFQ 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 Bids. In such a case, Election Department shall invoke the PBG and forfeit the EMD.

### **14. 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 RFQ 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 interalia 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 adverse 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 7 days written notice to the bidder/consultant 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 7 days 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 Bid**

**AUTHORIZATION LETTER**

To

-----  
Election Department,  
4<sup>th</sup> Floor, C Block,  
Secretariat, Dispur,  
Guwahati, Assam.  
781006

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

Reference: RFQ. NO. .... Dated.....

Sir,

Kindly refer to your RFQ NO.....Dated ..... asking for submission of bid Proposals for executing the work relating to **'Agency for Awareness creation through mobile tableau with live performance and pre-recorded Audio visuals 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 RFQ 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 of MD

**ANNEXURE 2: Bidder Company to provide the following information**

| Sl No | Item  | Details |
|-------|---|---------|
|       | Company's name Nature of business Company address |         |
|       | Date of registration                              |         |
|       | Year of commencement of business                  |         |
|       | GST registration no.                              |         |
|       | Income Tax PAN No                                 |         |
|       | 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                | <ol style="list-style-type: none"> <li>1. Certificates of incorporation</li> <li>2. Valid Registration Certificate on the date of submission of bid</li> <li>3. GST Registration</li> <li>4. Copy of PAN</li> </ol>   |
| 2   | Experience in assignment related to Mobile tableau  | The bidder must have experience of execution of similar works i.e., <b>Awareness creation through mobile tableau with live performance</b> for any Central Government/State Govt or for any reputed private company with total aggregated value not less than Rs. 15 Lakh in the last three years. | <p>Bidder should submit the following:</p> <ol style="list-style-type: none"> <li>1. Project completion certificate issued by the client.</li> <li>2. Certificate of clients for on-going Projects, specifically mentioning the “progress completed” amount.</li> </ol> |
| 3   | Turnover, Net Profit & Positive Net Worth (To be submitted in the format given in Annexure 4) | Bidder should have an Average turnover of media business/advertising of minimum Rs. 50 lakh 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, 4<sup>th</sup> 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 Bid (RFQ reference) dated (insert Date).

Our Financial Bid against the scope of service defined in the above referred RFQ is the following:

**Price Bid**

| # | Description   | Quantity in numbers | Unit Rate | Total Cost |
|---|---|---------------------|-----------|------------|
| 1 | Awareness creation through mobile tableau with live performance for Systematic Voters' Education and Electoral Participation (SVEEP) which includes providing three (3) trucks along with other requirements as mentioned in the scope of work above. |                     |           |            |

**Total Amount in Figure & words:**

.....

Our Bid 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 Bid 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: