



**ANNUAL RATE CONTRACT FOR HIRING OF
ADVERTISING AGENCY
RFQ NO.: AGL/275/ADVERTISING AGENCY/06-18**



AAVANTIKA GAS LIMITED

(A JOINT VENTURE COMPANY OF GAIL & HPCL)

CITY GAS DISTRIBUTION PROJECT

ANNUAL RATE CONTRACT

FOR

HIRING OF ADVERTISING AGENCY

RFQ No.: AGL/275/ADVERTISING AGENCY/06-18

UNDER

LIMITED DOMESTIC COMPETITIVE BIDDING

ISSUE DATE: 03.07.2018



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INVITATION FOR BIDS (IFB)

Aavantika Gas Ltd. (AGL) is a Joint venture of GAIL (India) Limited & Hindustan Petroleum Corporation Limited for implementation of City Gas Distribution Projects in Madhya Pradesh. AGL is in to distribution of Natural Gas for transportation, industrial, commercial and domestic consumers at Indore, Ujjain, Pithampur and Gwalior.

AGL floats various Tenders for procurement of material, works and services related to CGD Projects & Operations. The Tender information is required to be published in English daily national & Hindi Newspaper. AGL also give Recruitment advertisement in English daily National and Hindi Newspaper.

In line with the above AGL intends to Hire Advertising Agency for Publication of Tender information and Recruitment Advertisement in Newspaper on Annual Rate Contract basis for the period of One year. The advertisement will be published in newspapers based on the “as and when required basis” by issuing separate Orders /Intimation each time with essential details during the validity of the Rate Contract.

1. Details of Bid Document:

Tender Document Number	AGL/275/ADVERTISING AGENCY/06-18
Item/Work	Publication of Tender Information and Recruitment Advertisement in Newspapers
Issue Date	03.07.2018
Tender Fee (Non-Refundable)	Nil
EMD	Nil
Pre Bid Meeting date & time	06.07.2018 at 12:30 Hrs at AGL Office, Indore
Bid Submission date and time	13.07.2018 upto 14:00 Hrs
Un - Priced bid opening date and time	13.07.2018 at 15:00 Hrs
Priced Bid opening	Will be informed later
Place of Bid Submission and Priced Bid Opening	Dy. Manager-C&P Department Aavantika Gas Limited, Second Floor 202-B, NRK Business Park, Vijay Nagar Square, AB Road, Indore-452010

2. Bid Validity and Contract Period:

Bid should be valid for 3 months from the date of schedule submission and Contract Period shall be for One (01) year from the date of award.

3. Bidding Procedure:

Limited Domestic Competitive Bidding, Single stage Two bid system.



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4. Pre bid Meeting:

The bidder(s) or his official representative are invited to attend a pre-bid meeting, which will take place on date specified in the tender document. Bidder(s) queries if any, must reach Purchaser's office at least two days prior to pre-bid meeting date.

5. Basis of Evaluation and Award Criteria:

- 5.1 A minimum of two years' continuous experience as an INS accredited advertising agency. The letter/certificate for the same has to be submitted along with the bid.
 - 5.2 The bidder should be registered in the panel of advertising agencies of at least One Government / Public sector organizations / Public limited / Private limited companies during any one of the last three (03) years. The bidder has to submit supporting document such as empanelment letter OR copy of Work Order OR Letter of Award along with the bid.
 - 5.3 Bidders to submit GST Registration and PAN number issued by the IT department in favour of the agency.
 - 5.4 Evaluation shall be done on SOR wise basis (SOR A for Notice Inviting Tender Advertisement and SOR B for Recruitment Advertisement) on overall lowest basis separately for each SOR A and SOR B at least cost to the Owner.
 - 5.5 Schedules are optional and bidders can bid for either or both the schedules.
- 6.** Please submit a copy of this RFQ, SOR (Price Blank Out), including all Annexure duly signed & stamped on each page, along with your bid.
- 7.** Bids received after the due date and time, are liable to be rejected. Bids through Telex / email / Fax/Photocopied are not acceptable.
- 8.** AGL reserves the right to accept or reject any or all bids received at its absolute discretion without assigning any reason whatsoever.
- 9. Schedule of Rates is attached as Annexure-1 (SOR A and SOR B) to this RFQ.**
- 10.** The Rates Quoted shall remain firm and fixed for the entire contract period of One year. No variation in the same shall be allowed, on any grounds, within the contractual period, except variation in taxes.

FOR AAVANTIKA GAS LIMITED

(Dy. Manager - C&P)

Email- cp@aglonline.net

Web. www.aglonline.net

Contact: (0731) 4222520

Enclosure - Annexure-1 to RFQ "Schedule of Rates" (format for filling rates).



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SPECIAL CONDITIONS OF THE CONTRACT

1.0 SCOPE OF WORK:

1.1 FOR NOTICE INVITING TENDER (NIT)

- Generally the size of advertisement will be 8 cm x 3 cm (24 sq. cm) and may vary as per the number of tender notifications to be published and as per the requirement.
- **Advertisement will be published in following newspapers:**
- ✓ **ENGLISH DAILY NATIONAL :**
- **Times of India-All India (Full colour) Main Edition Inside page.**
- **Hindustan Times-All India (Full colour) Main Edition Inside page.**
- ✓ **HINDI DAILY NATIONAL:**
- **Dainik Bhaskar (All India), Full colour, Main Edition Inside Page.**
- **Hindustan (All India), Full colour, Main Edition Inside Page.**

1.2 FOR RECRUITMENT ADVERTISEMENT:

- Generally the size of advertisement will be 8 cm x 3 cm (24 sq. cm) and may vary as per the number of Recruitment notifications to be published and as per the requirement.
- **Advertisement will be published in following newspapers:**
- ✓ **ENGLISH DAILY NATIONAL :**
- **Times of India (ASCENT) -All India (Full colour) Main Edition Inside page**
- **Hindustan Times (Shine) -All India (Full colour) Main Edition Inside page**
- ✓ **HINDI DAILY NATIONAL:**
- **Dainik Bhaskar (All India), Full colour, Main Edition Inside Page.**
- **Hindustan (All India), Full colour, Main Edition Inside Page.**

1.3 Rate should be quoted for per square centimeters of size, in full colour, main edition inside page advertisement, inclusive of all taxes and duties.

1.4 The rate shall remain firm for execution for One year from the date of award of contract and no escalation on any account shall be payable.

1.5 Advertisement will be published in full color on inside pages of main edition.

1.6 **The advertisement will be published in any of the above mentioned newspapers based on the “as and when required basis” by issuing Separate order/ Intimation each time with essentials details during the validity of the Rate contract.**

2.0 VALIDITY OF CONTRACT

The Contract shall remain valid for one year from the date of award of contract.



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3.0 PAYMENT TERMS

100% payment will be made within fifteen (15) days upon publication and submission of invoice duly certified by Officer-In-Charge/User Department.

Any statutory variation in GST will be paid by AGL.

TDS if applicable may be deducted as per Income Tax Guidelines by AGL.

The rates quoted should be inclusive of all charges, surcharges, taxes, duties etc and shall be valid for complete duration of the contract. No backing out for the agreement will be entertained once the same is finalized.

4.0 SUSPENSION AND TERMINATION

AGL will be at liberty to terminate the Contract without prejudicing its right and affecting the obligations of the Supplier by giving 15 days' notice in writing if the Supplier fails to comply with the provision/provisions of the Contract.

Name of the Bidder -

Signature -

Seal -



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INSTRUCTION TO BIDDERS

(ITB)



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A. INTRODUCTION

1 SCOPE

- 1.1 The Purchaser invites sealed bids for the entire work as specified in the Bid documents (hereafter referred to as the Work).
- 1.2 The Bid document specifies the contractor scope of work, terms & conditions.
- 1.3 All terms, conditions and specifications of the Bid document shall be construed as applicable in general, unless specifically indicated to the contrary.
- 1.4 Bidders shall quote in the manner as specified in the Bid document. Purchaser reserves the right to evaluate and accept bids at their sole discretion. The provisions of this clause shall supersede any contrary provisions expressly stated or implied anywhere else in the Bid document.

2 ELIGIBILITY OF BIDDERS.

- 2.1 Bidders shall as part of their bid, submit a written Power of Attorney/Authorization Letter authorizing the signatory of the bid to bind the bidder.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consultancy services for the preparation of the design, specifications, and other documents to be used for carrying out similar Works under this Invitation for Bids.
- 2.3 The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Purchaser in accordance with ITB.

3 ONE BID PER BIDDER

- 3.1 A bidder shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will be disqualified.
- 3.2 Alternative bids are not acceptable.

4 COST OF BIDDING

- 4.1 The bidder shall bear all costs incurred & associated with the preparation and submission of the bid, and Purchaser will in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

5 NON-TRANSFERABILITY OF THE BID DOCUMENTS

- 5.1 Bid Documents are non-transferable. The party to whom the Bid documents are issued may only furnish the bid. The bid received from any party other than to whom the Bid documents are issued shall be rejected immaterial of fact of any relationship between party to whom Bid documents are issued and party, who furnished the bid.

6 SITE VISIT (Not –Applicable)

- 6.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing of the bid and entering into contract. The cost of visiting the site shall be at bidder's own expenses.
- 6.2 The bidder or any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liabilities in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any loss, damage, costs, and expenses incurred as a result of the inspection.



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B. BID DOCUMENTS

7 CONTENTS OF BID DOCUMENTS

- 7.1 The Bid Documents are those stated below and should be read in conjunction with any corrigendum issued in accordance with clause 9.2 of Instruction To Bidder (ITB):
- 7.1.1 Invitation For Bid (IFB)
- 7.1.2 Special Conditions of Contract (SCC)
- 7.1.3 Instruction To Bidder (ITB)
- 7.1.4 General Conditions of Contract (GCC)
- 7.1.5 Forms and Formats
- 7.1.6 Schedule of Rates (SOR)
- 7.2 The bidder is expected to examine all instructions, forms, terms, specifications and drawings in the bid documents. The Bid Documents together with all its attachment thereto, shall be considered to be read understood and accepted by the bidder. Failure to furnish all information required by the Bid documents or submission of a bid not substantially responsive to the Bid documents in every respect will be at bidder's risk and may result in the rejection of the Bid.

8 CLARIFICATION ON BID DOCUMENTS

- 8.1 A prospective bidder requiring any clarification of the Bid Documents may notify Purchaser in writing or by fax at the address mentioned in the Invitation for Bid (IFB). Purchaser will respond in writing to any request for clarification of the Bid documents which it receives after issue of bid documents. Written copies of Purchaser's response (including an explanation of the query, if required, but without identifying the source of the query) will be sent to all prospective bidders who have received the Bid documents.

9 AMENDMENT OF BID DOCUMENTS

- 9.1 At any time prior to the bid due date, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid documents, by issuing corrigendum.
- 9.2 Any corrigendum thus issued shall be part of the Bid documents pursuant to ITB Clause-8 and shall be notified in writing by fax/post to all prospective bidders, who have received the Bid documents. Prospective bidders shall promptly acknowledge receipt of each corrigendum by fax/post to the Purchaser and submit along with their submission of bid.
- 9.3 The Purchaser may, at its discretion, extend the bid due date in order to allow prospective bidders, a reasonable time to furnish their most competitive bid taking into account the amendments issued.

C. PREPARATION OF BID DOCUMENT

10 LANGUAGE OF BID

- 10.1 The bid prepared by the bidder as well as all correspondence/ drawings and documents relating to the bid exchanged by bidder shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

11 DOCUMENTS COMPRISING THE BID

- 11.1 The bid prepared by the bidder shall comprise of the following components:
- 11.1.1 **Envelope- I: Super - scribing Techno-Commercial Un priced-Bid (PART- I).**



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1. **Covering letter with bidder's offer number.**
2. **Copy of PAN, Copy of GST Registration, Copy of INS Accreditation Letter / Certificate, Copy of Empanelment Letter/PO/WO etc.**
3. **Bidder's General Details/ information as per format F-1.**
4. **NO Deviation Confirmation as per Form - 2 on bidder's letter head.**
5. **Copy of Un-Priced SOR marked "QUOTED" against the items quoted.**
6. **Documentary evidence established in accordance with ITB that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.**
7. **Signed copy complete Bid Document and Addendum / Corrigendum, if any, to the Tender.**
8. **Power of Attorney/Authorization Letter authorizing the signatory of the bid.**
9. **Copy of Income Tax Return (ITR) of last financial year.**

11.1.2 Envelope II: Super - scribing "Price Bid – Not to be Opened with Un-Priced Bid".

Envelope - II shall contain original Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page. In case of any correction, the bidders shall put his full signature and his stamp.

Bidder to note that "Price Bid" shall be submitted in separate envelope.

12 BID PRICES

- 12.1 The Prices should be quoted in INR only.
- 12.2 The Bidder shall indicate in the appropriate Price Schedule, the unit prices (where applicable) and total price of the services/ works it proposes to execute under the contract. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the bid is liable to be rejected.
- 12.3 Bid quoted for part scope is liable to be rejected.
- 12.4 Prices quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subjected to any variation, except statutory variation (as specified in Bid document.)
- 12.5 All corrections and alterations in the entries shall be signed in full by the bidder with date. No erasures or over-writings are permissible.
- 12.6 Bidder shall quote the all-inclusive prices as per scope of work and SOR, taking into consideration all applicable taxes, duties, overheads, provision of safety gadgets to their personnel, transportation, conveyance, trainings, recruitments, communication charges, cost for providing tools & tackles, equipment, machineries, minimum spares, etc. and nothing extra shall be payable by the Purchaser. Further the rates quoted for supply portion shall be on FOT site basis inclusive of all Taxes.

13 PERIOD OF VALIDITY OF BIDS

- 13.1 The bid shall remain valid for 03 months from the bid due date. Purchaser may reject a bid which is valid for a shorter period being non-responsive.
- 13.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the bidder extend the period of bid validity for a specified additional period. The requests and the responses thereto shall be made in writing (by fax/ post/ e-mail). A bidder can refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with ITB clause 14 in all respects.

14 BID SECURITY (EMD - NIL)

- 14.1 Pursuant to IFB, the bidder shall furnish, as part of his bid, bid security in the amount specified in the Invitation for Bids.
- 14.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause- 14.7



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- 14.3 The bid security will be in Indian Rupees and shall be in the form of Demand Draft / Banker's Cheque is to be drawn in favour of **Aavantika Gas Ltd**, payable at Indore or in the form of Bank Guarantee as per format F-3 enclosed in the Bid Document.
- 14.4 Any bid not secured in accordance with IFB and ITB Clause 14.3 may be rejected by the Purchaser as non-responsive.
- 14.5 Unsuccessful bidder's bid security will be discharged/ returned, as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause-13.
- 14.6 The successful bidder's bid security will be discharged upon the bidder's accepting the Order, pursuant to ITB Clause-34 and furnishing the Contract Performance Guarantee pursuant to ITB Clause-35.
- 14.7 **The bid security may be forfeited:**
- 14.7.1 If a bidder withdraws his bid during the period of bid validity.
- 14.7.2 In the case of a successful bidder, if the bidder fails:
- i) to accept the Work Order in accordance with ITB Clause- 34 or
 - ii) to furnish Performance Guarantee in accordance with ITB Clause- 35
 - iii) to accept correction of errors pursuant to ITB Clause- 27
- 14.8 Bid Security must indicate the Bid Document number and the item for which the bidder is quoting. This is essential for proper co-relation at a later date. The Bid Security in the form of Bank Guarantee shall be as per the format provided in the Bid Document.

15 FORMAT AND SIGNING OF BID

- 15.1 The bidder shall prepare one original of the document comprising the bid as per Clause 11 of ITB Marked "original".
- 15.2 The bid shall be typed or written in indelible ink and shall be signed by the person or persons duly authorised to sign on behalf of the bidder. The name and position held by each person signing must be typed or printed below the signature. All pages of the bid except any catalogues / literatures shall be signed and sealed by the person or persons signing the bid.
- 15.3 The bid shall contain no alterations, omissions or additions, unless such corrections are signed & sealed by the person or persons signing the bid.

16 ZERO DEVIATION

- 16.1 Bidder to note that this is a **zero deviation tender**. AGL will appreciate submission of offer based on the terms and conditions in the enclosed Special Conditions of Contract (SCC), Instructions to Bidder (ITB), Scope of work, technical specifications etc. to avoid delay in seeking clarifications on technical/commercial aspects of the offer. Bids with any deviation to the bid conditions shall be **liable for rejection**.

D. SUBMISSION OF BIDS

17 SEALING AND MARKING OF BIDS

- 17.1 Bid shall be submitted in the following manner in separate sealed envelopes duly super scribed as below:
- Envelope - I – Techno-commercial / Un-priced bid
- Envelope - II- Priced Bid "Not to be opened with Un-priced Bid"
- 17.2 All three envelopes containing EMD (NIL) & Bid Documents and Price Bids shall further be sealed in one Master (outer) envelope super - scribing Name of Project, Tender Document Number and shall be addressed to the Purchaser at the address given in IFB.



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- 17.3 Each envelop shall indicate name and address of the bidder to enable the bid to be returned unopened, if warranted.
- 17.4 If the outer envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid and its consequential rejection. The Purchaser recommends submission of Bids in – person and will assume no responsibility for any delay / damage to the bids received by Post / Courier.

18 DEADLINE FOR SUBMISSION OF BID

- 18.1 The Bid must be received by Purchaser (AGL) at the address as specified in IFB but not later than the time and date as specified in IFB.
- 18.2 The Purchaser may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Purchaser and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

19 LATE BIDS

- 19.1 Any bid received by the Purchaser after the deadline for submission of bid pursuant to clause no. 18 of ITB will be declared “Late” and rejected and may be returned unopened to the bidder at the sole discretion of the Purchaser.

20 MODIFICATION AND WITHDRAWAL OF BIDS

- 20.1 The bidder may modify or withdraw its bid after the bid submission, but, before the due date of submission provided that written notice of the modification, including substitution or withdrawal of the bid, is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 20.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the Bid document, with the outer envelopes additionally marked “modification” or “withdrawal” as appropriate. A withdrawal notice may also be sent by fax/post, but followed by signed confirmation copy, post marked not later than the deadline for submission of bids.
- 20.3 No bid shall be modified after the deadline for submission of bid.
- 20.4 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the bidder’s forfeiture of its bid security, pursuant to clause 14.7 of ITB.

E. BID OPENING AND EVALUATION

21 BID OPENING

- 21.1 The Purchaser will open all bids in the presence of Bidders’ representatives who choose to attend, at the time, on the date and place (as specified in IFB). The Bidders’ representatives, who are present, shall sign a register evidencing their attendance, if so required by the Purchaser.
- 21.2 The Bidder’s names, bid modifications or withdrawals, and the presence or absence of requisite Bid Security (EMD) and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be later returned unopened to the concerned Bidder pursuant to ITB Clause 19.
- 21.3 Bids (and modifications sent pursuant to ITB Clause 20) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Bidder’s specific attention is drawn to this stipulation to enable the representative of the Bidder at the bid opening time to bring out to the attention for the Purchaser any documents pertaining to its bid is not being acknowledged and relevant portions read out.
- 21.4 The Purchaser will prepare a bid opening statement to be signed by all representatives present during bid opening.

22 CLARIFICATION OF BIDS



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- 22.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

23 CONTACTING THE PURCHASER

- 23.1 From the time of the bid opening to the time of the award, if any bidder wishes to contact the Purchaser for any matter relating to the bid it should do so in writing.
- 23.2 Any effort by a bidder to influence the Purchaser in any manner in respect of bid evaluation or award will result in the rejection of that bid.

24 PRELIMINARY EXAMINATION OF BIDS

24.1 Techno-Commercial Bid Evaluation

- 24.1.1 The Purchaser will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 24.1.2 Prior to the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Bid Documents. For the purpose of this determination, a responsive bid is one, which confirms to all the terms, conditions and specification of the Bid document, without deviations, objections, conditionality or reservations.
- 24.1.3 No deviation, whatsoever, is permitted in the Bid Documents and the price bids of those bidders, whose technical and commercial bids contain any exception to the conditions and stipulations of the Bid Documents may not be opened.
- 24.1.4 The Purchaser's determination of bid responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is non-responsive, it may be rejected by the Purchaser.
- 24.1.5 The Purchaser will carry out a detailed evaluation of the bids previously determined to be responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bid documents. In order to reach such a determination, the Purchaser will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors :
- 24.1.5.1 Overall completeness and compliance with the Technical Specifications, quality functions and operations of any process control concept included in the bid. The bid that does not meet minimum acceptable standard of completeness, consistency and detail will be rejected as non-responsive.
- 24.1.5.2 Any other relevant factor, if any that the Purchaser deems necessary or prudent to be taken into consideration.
- 24.1.5.3 Requisite forms contain all necessary information stipulated in the Bid Document.

25 REJECTION CRITERIA

- 25.1 Minor unconformities may be neglected and/or bidders may be required to rectify such minor unconformities.
- 25.2 The provisions of the following clauses of the Bid document must be adhered to, failing which the bid shall be considered as non-responsive and shall be summarily rejected:
- 25.2.1 Tender Fees & Bid Security (EMD) i.e. non-submission, shorter Value (tender fee/EMD) or Bid Security (EMD) not complying with the specified requirements.
- 25.2.2 Non acceptance of Contract Performance Bank Guarantee as per tender.
- 25.2.3 Period of validity of bid.
- 25.2.4 Firm & fixed Prices throughout execution of contract
- 25.2.5 Offer for complete scope of work
- 25.2.6 Warranty and guarantee for work executed/ defect liability
- 25.2.7 Resolution of Dispute/ Arbitration clause.
- 25.2.8 Payment terms.



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- 25.2.9 Validity of Contract.
- 25.2.10 Prices as per Schedule of Rates.
- 25.2.11 Price reduction schedule provisions.
- 25.2.12 Penalty provisions
- 25.2.13 Documents pertaining to GST Registration

26 OPENING OF PRICE BID

- 26.1 The Bidder whose bid is found substantially responsive shall be invited to attend the opening of price bid. Such bidders may be required to attend the price bid opening at a short notice. The place, date and time of price bid opening will be informed to all such Bidders. The Bidders' representatives who are present shall sign a register evidencing their attendance.
- 26.2 The bid prices and discounts, if any stated in the price schedules will be announced during price bid opening.

27 ARITHMETIC CORRECTIONS

- 27.1 The bids will be checked for any arithmetical errors as follows if any, will be rectified on the following basis:
 - 27.1.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;
 - 27.1.2 If there is a discrepancy between words and figures, the amount in words will prevail;
- 27.2 If the bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited.

28 EVALUATION AND COMPARISON OF BIDS :

- Evaluation shall be done on SOR wise basis (SOR A for Notice Inviting Tender Advertisement and SOR B for Recruitment Advertisement) on overall lowest basis separately for each SOR A and SOR B at least cost to the Owner.
- If two or more bidders become L-1 i.e have quoted the same rates, then Contract will be awarded to the bidder whose Gross income is higher as per the Last financial year Income Tax Return (ITR).

29 POST-QUALIFICATION

- 29.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB.
- 29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- 29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD

30 AWARD CRITERIA

- 30.1 Subject to ITB Clause 21 to 29 of section E, the Purchaser will place the order on the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the order satisfactorily. The Award of work shall be done in accordance with Clause No.8 of IFB of this Document.



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31 PURCHASER'S RIGHT TO VARY QUANTITIES DURING CONTRACT PERIOD

- 31.1 Purchaser reserves the right to increase or decrease the quantities specified in the Schedule of Rates during contract period, without any change in unit price or other terms and conditions.
- 31.2 Bidder shall note that the quantities mentioned against each activity in Schedule of Rates are tentative only and subject to change based on actual requirement. The unit rates quoted by the bidders shall remain fixed and firm throughout the contract period i.e. no price adjustment shall be allowed after bid submission.

32 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 32.1 Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders the reason for the Purchaser's action.

33 NOTIFICATION OF AWARD / FAX OF INTENT

- 33.1 Prior to the expiration of period of bid validity, the Purchaser will notify the successful bidder in writing by fax or e-mail to be confirmed in writing, that his bid has been accepted.
- 33.2 The date of Fax of Intent for notification of Award will constitute effective date.
- 33.3 Upon the successful bidder's furnishing of Contract Performance Bank Guarantee (CPBG), pursuant to ITB Clause 35, the Purchaser will promptly notify each unsuccessful bidder and will discharge the bid security of such bidders.

34 ACCEPTANCE OF WORK ORDER

- 34.1 Purchaser will issue the Work Order to the successful bidder on receipt of acceptance of FOI, within 15 days of award of work bidder shall sign all pages and return the acceptance copy of the Work Order to the Purchaser.

35 CONTRACT PERFORMANCE BANK GUARANTEE (Not - Applicable)

- 35.1 Within Fifteen (15) days of the receipt of the notification of award/ Fax of Intent, the successful bidder shall furnish the performance guarantee in accordance with General Conditions of Contract in the form provided in the Bid documents.
- 35.2 The Contract Performance Bank Guarantee shall be for an amount as defined in General Conditions of Contract (GCC) towards faithful performance of the contractual obligations. This bank guarantee shall be valid for a period of 3 months beyond the expiry of the contract, including the defect liability period.
- 35.3 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.

36 CORRUPT AND FRAUDULENT PRACTICES

- 36.1 The Purchaser requires that Bidders observe the highest standard of ethics during the execution of Contract. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows:
 - i) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
 - ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of the Purchaser, and includes collusive practice amongst bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- 36.2 Purchaser will reject a proposal for award, if it determines that the bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the award in question;



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36.3 Purchaser will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

37 INCOME TAX LIABILITY

37.1 The bidder shall bear all Income Tax liability, both corporate as well as for his personnel.

38 EMPLOYEE PROVIDENT FUND (EPF)

38.1 Bidders have to furnish the proof of existing Employee Provident Fund details.

39 GENERAL

39.1 Any failure on the part of the Purchaser at any time to enforce the strict observances of the performance of any of the term(s) and condition(s) or rights, shall not effect or deprive the Purchaser to exercise the same at any later date.

39.2 The work will be supervised by Purchaser's Officer-In-Charge or his representative and the Contractor has to strictly adhere to his instructions.

39.3 During the tenancy of this contract, Purchaser can increase and/or decrease the quantity of the work/ service (s) required. The quantity of work / service (s) shown in the Schedule of rates is tentative.

39.4 Contractor will have to mobilize within 10 days from the date of Fax of Intent (FOI). The contract period shall be reckoned from the date of FOI.

39.5 The agreed rates shall remain firm & fixed till the expiry of contract and the contractor shall not be entitled to any inflation, escalation or revision (statutory or otherwise) or any right to claim, whatsoever by way of representation, explanation, statement or alleged representation or an outstanding or promise given or alleged to have been given by any employee of the Purchaser or due to contractor's own ignorance or on account of the difficulties or hardships faced by him. The rates quoted shall be all-inclusive of applicable taxes/ duties and shall remain firm till expiry/entire tenancy of this contract. It is agreed that the bidder has inspected the sites and assessed the nature and the extent of the work including the conditions prevalent under which the work is to be carried out.



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SECTION III

GENERAL CONDITIONS OF CONTRACT (GCC)



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1 DEFINITIONS

- 1.1 All the initial capitalised terms used in the Agreement shall have the meaning as described to such terms hereunder:
- 1.2 'Agreement' or 'Contract' means the agreement entered into between the Owner and the Contractor, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.
- 1.3 'Completion Schedule' or 'Delivery Schedule' means a schedule approved by the Owner for completion of all obligations of the Contractor under the Agreement.
- 1.4 'Consultant' means the person or firm or body corporate appointed by the Owner for the purposes of providing services as determined by him in connection with this Agreement.
- 1.5 'Contract Documents' mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
- 1.6 'Contract Price' means the price payable to the Contractor under the Contract for the full and proper performance of all its contractual obligations.
- 1.7 'Day', 'Month' or 'Year' means calendar day, calendar month or calendar year.
- 1.8 'Engineer'/ 'Officer' means an authorized representative of the Owner, if any, to which the Owner has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The Engineer is fully empowered to represent the Owner. For avoidance of doubt, Consultant may be an Engineer. In case the Agreement does not specify the intervention by the Engineer, the rights and obligations are exercised and borne by the Owner, mutatis mutandis.
- 1.9 'Effective Date' means a date on which Contractor's obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
- 1.10 'Goods' means all of the equipment, machinery, and/or other materials which the Contractor is required to supply to the Owner under the Agreement.
- 1.11 'GCC' means the GENERAL CONDITIONS OF CONTRACT contained in this section.
- 1.12 'Inspector' means any person or outside Agency nominated by Owner to inspect equipment, stage wise as well as final, before despatch, at Contractor's works and/or on receipt at Site as per terms of the Agreement.
- 1.13 'Notification of Award' means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.
- 1.14 'Purchaser' /or 'Owner' means the organization purchasing the Goods / services, i.e. Aavantika Gas Ltd. (AGL).



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- 1.15 'Services' or 'Ancillary Services' means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Contractor covered under the scope of the Agreement.
- 1.16 'Site' or 'Owner's stores' means the place or places named in tender document.
- 1.17 'SCC' means the SPECIAL CONDITIONS OF CONTRACT forming a part of the Contract Documents.
- 1.18 'Supplier' or 'Seller' or 'Contractor' means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.
- 1.19 'Bid' or 'Tender' shall have the same meaning.

2 INTERPRETATION OF CONTRACT DOCUMENT

- 2.1 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 2.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 2.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 2.4 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

3 CONFIDENTIALITY

- 3.1 The Contractor cannot, without agreement of the Owner, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the Owner / Consultant / Engineer/ Inspector.
- 3.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Owner/ Consultant/ Engineer/ Inspector. The Owner/ Consultant retains the right to claim damages from the Contractor in the case where these documents have been used without such written consent.
- 3.3 However, these obligations do not apply to documents for which it can be demonstrated that



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- Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
- Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
- Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.

3.4 Regarding the application of this clause, the experts appointed by the Owner/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Contractor, the same obligations as the Owner in these matters.

3.5 Any document, other than the Agreement itself, enumerated in GCC shall remain the property of the Owner and shall be returned (all copies) to the Owner on completion of the Contractor's obligations under the Agreement, if so required by the Owner.

4 PRICES

4.1 Prices charged by the Contractor for Goods delivered and all Services performed under the Agreement shall be on firm price basis and not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized as per tender document.

5 TAXES, DUTIES, ETC.

5.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, etc. now or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all applicable Central, State, Municipal and local laws and regulations, and requirement of any Central, State or local Government agency or authority.

5.2 Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty, which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

5.3 Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

6 STATUTORY VARIATION

6.1 All statutory variations, change in law or imposition of any new taxes/ duties/ levies by any Central Government/ State Government/ Civil Agencies shall be to Contractor's account except for statutory variations in GST, which shall be reimbursed by Owner against documentary evidence submitted by the Contractor.



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7 DELAYS IN THE CONTRACTOR'S PERFORMANCE

- 7.1 Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Owner in the Completion Schedule.
- 7.2 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the OWNER at its option by written notice to the CONTRACTOR:
- 7.2.1 TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the OWNER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the OWNER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the OWNER for any excess cost occasioned by such work having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of quantities and rate/prices.
- 7.2.2 WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the OWNER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the OWNER.
- 7.3 In such events of above sub-clauses:
- 7.3.1 The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the OWNER to recover from the CONTRACTOR the excess cost referred to in the sub clause aforesaid, the OWNER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- 7.3.2 The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the OWNER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the OWNER under the terms of the CONTRACT authorised or required to be reserved or retained by the OWNER.



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- 7.4 Before determining the CONTRACT provided in the judgement of the OWNER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the OWNER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.
- 7.5 The OWNER shall also have the right to proceed or take action above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the OWNER to give any prior notice to the CONTRACTOR.
- 7.6 Termination of the CONTRACT as provided above shall not prejudice or affect their rights of the OWNER which may have accrued upto the date of such termination.
- 7.7 Except as provided under GCC or for the reasons solely attributable to the Owner, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC, unless an extension of time is agreed upon without the application of liquidated damages.

8 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 7

- 8.1 In any case in which become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared any of the powers conferred upon the OWNER BY CLAUSE 7 thereof shall have liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the OWNER putting in force the power under above sub-clause vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the OFFICER-IN-CHARGE whose certificate thereof shall be final, otherwise the OFFICER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the OFFICER-IN-CHARGE may remove them at the Contractor's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the OFFICER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.



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9 TERMINATION FOR DEFAULT

- 9.1 Save for the cases provided for in Clause, if the Contractor fails to fulfil any of his obligations, the Owner reserves the right, after simple summons to comply and without prejudice to any other measures provided for in the Contract Documents, to offset the Contractor's deficiency by substituting Contractor by another third party to the Contractor for the purpose of carrying out those obligations, at the Contractor's expense, risk and peril, or to terminate the Agreement without prejudice to the Owner's rights of receiving reparation for the resulting damage.
- 9.2 The Owner may terminate the Agreement when the Contractor's situation at any time after Notification of the Award is found to have become so precarious that there is every indication that he will not be able to fulfil his obligations. Such indications may be, for example, the Contractor's filing for bankruptcy or composition, or going into receivership or liquidation, or any similar procedures under applicable legislation.

10 CHANGE IN CONSTITUTION

- 10.1 Where the CONTRACTOR is a partnership firm, the prior approval of the OWNER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 'Subcontracting' hereof and the same action may be taken and the same consequence shall ensue as provided in the said clause.

11 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

- 11.1 No Director, or official or employee of the OWNER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the OWNER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things, which are herein contained

12 CONTRACTOR TO INDEMNIFY THE OWNER

- 12.1 The contractor shall indemnify the Owner and every member, officer and employee of the Owner, also Officer-In-Charge and his staff against all action, proceedings, claims, demands, costs and expenses whatsoever arising out of all action, proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Owner shall not be liable for or in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep the Owner indemnified against all such damages and compensations and against all claims, proceedings, claims, demands, costs and expenses whatsoever in respect thereof or in relation thereof.



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- 12.2 If any action is brought before a Court, Tribunal or any other Authority against the Owner or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen, Contractors or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.
- 12.3 If Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without the consent or authority or in law or otherwise to the contrary.
- 13 NO WAIVER OF RIGHTS**
- 13.1 Neither the inspection by the OWNER or any of their officials, employees, or agents nor any order by the OWNER for payment of money or any payment for or acceptance of the whole or any part of the Work by the OWNER nor any extension of time, nor any possession taken by OWNER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the OWNER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach
- 14 SETTLEMENT OF DISPUTES**
- 14.1 The rules of procedure for arbitration proceedings shall be as per Indian Arbitration and Conciliation Act 1996 or as amended.
- 14.2 If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or otherwise arising out of this Agreement, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.
- 14.3 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Owner or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 14.4 In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which such dispute or difference arose, such dispute or difference shall be referred for adjudication by sole Arbitrator to be appointed by the Managing Director (MD) of AGL, in accordance with the Arbitration and Conciliation Act, 1996 and rules made there under or any statutory modification in case the Arbitrator so appointed is related to AGL in any manner whatsoever.
- 14.5 The Arbitration proceedings shall be held in Indore and shall be conducted in English Language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.



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14.6 It is hereby clarified that the Courts at Indore alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Agreement.

14.7 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.

15 GOVERNING LANGUAGE

15.1 The Agreement shall be written in English language unless specified otherwise in the SCC. All correspondence and other documents pertaining to the Agreement which are exchanged by the parties shall be written in the same language. In case, any document/brochure etc. is written in any other language then its English translation shall govern.

16 APPLICABLE LAW

16.1 The Contract shall be governed and interpreted in accordance with the applicable laws of India and Courts at Indore shall have exclusive jurisdiction.

17 NOTICES

17.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing by registered mail or facsimile and confirmed in writing to the other party's address specified in the Agreement.

17.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

18 DATE OF COMING INTO EFFECT

18.1 The date of coming into effect shall be the date of Notification of Award unless otherwise specified in SCC.

19 EXECUTION OF WORK

19.1 The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the OFFICER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT

20 OWNER MAY DO PART OF WORK

20.1 Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the OWNER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the OWNER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the OWNER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the OWNER.



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21 MODIFICATION IN CONTRACT

- 21.1 All modifications leading to changes in the Contract with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by Owner by issuing amendment to the Contract. Issuance of acceptance or otherwise in such cases, shall not be any ground for extension of agreed completion date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of Contract.
- 21.2 Owner shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgment of Contract, invoices, packing list or any other documents, which imposes any conditions at variance with or supplemental to Contract.

22 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

- 22.1 Nothing contained herein shall restrict OWNER from accepting similar services from other agencies at its sole discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time not up to the satisfaction of Officer-in-Charge.

23 EMPLOYMENT LIABILITY OF CONTRACTOR

- 23.1 The Contractor shall indemnify Owner & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee / Third Party for the execution of this contract at any time during / after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and Owner shall have no responsibility towards them.
- 23.2 The Contractor shall be directly responsible and indemnify the Owner against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- 23.3 The Contractor shall indemnify the Owner against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
- 23.4 The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

24 THE OFFICER-IN-CHARGE

- 24.1 Issue the contractor from time to time during the running of the Contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the Contract and the Contractor shall carry out and bound by the same.
- 24.2 During the currency of this Contract, OWNER can increase and / or decrease the number of the services required & quantity of work /services shown in from the Schedule of Rates.
- 24.3 Order the Contractor to remove or replace any workmen whom the Owner considers incompetent or unsuitable and opinion of the Owner representative as to the competence of any workman engaged by the contractor shall be final and binding on the Contractor. Key personnel can be deployed at site only after getting approval from the OWNER.



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25 INDEMNITY

25.1 Contractor shall exclusively be liable for non-compliance of the provisions of any act, laws rules and regulations having bearing over engagement of workers directly or indirectly for execution of Contract and the Contractor hereby undertake to indemnify the Owner against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923, Personnel Injury (Compensation Insurance) Act, ESI Act, Fatal accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance schemes or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract.

26 JURISDICTION

26.1 The contract shall be governed by and constructed according to the laws in force in India and the Courts at Indore alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Contract.

27 FORCE MAJEURE

27.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by it under this agreement, the relative obligation of the party affected by such Force Majeure shall, after notice under this article be suspended for the period during which such cause lasts.

27.2 The term Force Majeure as employed herein shall mean act of god, war/hostilities, riot/civil commotion, earthquake, Tsunami, fire, flood, tempest, lightening or other natural disaster, restriction imposed by the government or other statutory bodies, acts and regulations or any of its authorised agencies.

27.3 Upon such occurrence, contractor shall immediately inform the Owner and only in case Owner decides, contractor shall stop the Work. In case of any emergency, contractor shall activate Emergency Response Plan (ERP) as per Owner's approved procedures.

27.4 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within forty eight (48) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

27.5 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended for the period for which such cause lasts.

28 General Terms & Conditions of Works Contract

1. SUBMISSION OF TENDER

A. The contractor shall make all arrangements at his own cost to transport the required materials outside and inside the working places and leaving the premises in a neat and tidy condition after completion of the job to the satisfaction of Owner. All materials except those agreed to be supplied by the Owner shall be supplied by the contractor at his own cost and the rates quoted by the Contractor should be inclusive of all royalties, rents, taxes, duties, statutory levies, if any, etc.



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2. STATUTORY LEVIES

- A. The Contractor accepts full and exclusive liability for the payment of any and all taxes, duties, cess, levies and statutory payments payable under all or any of the statutes. Variations of taxes and duties arising out of the amendments to the Central I State enactments, in respect of sale of goods I services covered under this bid shall be to AGL's account, so long as:
- They relate to the period after the opening of the price bid, but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and
 - The vendor furnishes documentary evidence of incurrance of such variations, in addition to the invoices/documents for claiming Input Tax credit, wherever applicable.
- B. The rates quoted should be inclusive of all taxes. However, wherever the tax is to be deducted at source, the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of tax will be furnished to the contractor.

The Vendor shall comply with all the provisions of the GST Act I Rules I requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable AGL to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable AGL to take input Tax Credit.

In case, AGL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods I service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

Vendor shall be responsible to indemnify the AGL for any loss, direct or implied, accrued to the AGL on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

28 General Terms & Conditions For Supply

1. PRICE

- a. Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire order, even though it might be necessary for the order execution to take longer than the delivery period specified in the order.
- b. Price shall be exclusive of GST (CGST, SGST, IGST as applicable), Customs Duty and applicable cess, which are leviable by law on sale of finished goods to AGL. The nature and extent of such levies shall be shown separately



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2. TAXES & DUTIES:

- a. GST (CGST, SGST, IGST as applicable), Customs Duty and applicable Cess as applicable shall be reimbursed for the materials consigned to AGL as per limits indicated in the offer against documentary evidence to be furnished by the Supplier. AGL shall pay only those taxes, duties and levies as indicated by Supplier at the time of bid submission/as agreed subsequently (prior to opening of priced bids). Taxes I Duties and/or Levies not indicated by supplier in Bid, but payable, shall be to Supplier's account. In case of any increase/decrease applicable in GST (CGST, SGST, IGST as applicable) Custom Duty and applicable Cess indicated with reference to limits mentioned in the offer I bid or new taxes I duties I levies imposed by the Indian Government through Gazette notification after the date of submission of last Price bid but prior to Contractual Delivery Date, the AGL shall reimburse/adjust the increase/decrease in taxes & duties on satisfactory supporting documents.
- b. Supplier shall be responsible for availing all applicable concessions in taxes, duties, levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to AGL on account of supplier's failure to avail concessions shall be borne by Supplier.

3. CUSTOMS DUTY (CD) VARIATION

- a. The prices mentioned in offer are subject to Customs Duty (CD) variation. In case of any increase in rates of Customs Duty, IGST and applicable Cess by the Indian Government through Gazette notification after the submission of last priced offer but within the time schedule for import of materials, as mentioned. AGL shall reimburse the increase in taxes & duties at actuals against satisfactory supporting documents.
- b. All downward variations in the rates of all such duties shall be to AGL's account and same shall be calculated on actual CIF value of imported materials. Supplier shall submit all relevant documents to AGL for the proof of duty paid by them within one month from the date of Bill of Entry (BOE).
- c. Custom Duty variation shall be paid by AGL up to the limit of maximum CIF value of imported components as indicated in the offer.
- d. Rate of Custom Duty along with tariff number considered by Supplier in the prices shall be indicated in the offer.

The Vendor shall comply with all the provisions of the GST Act I Rules I requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable AGL to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable AGL to take Input Tax Credit.

In case, AGL is not able to take Input Tax Credit due to any noncompliance / default / negligence of the seller of goods I service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).



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Vendor shall be responsible to indemnify the AGL for any loss, direct or implied, accrued to the AGL on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

29 General Terms & Conditions of contract for Consultancy Services

A STATUTORY LEVIES, TAXES AND DUTIES

- 1 The Consulting-firm accepts full and exclusive liability for payment of all taxes under any Statute as applicable in performance of the service and quoted price should include all such taxes & duties, if applicable which will be quoted separately.
- 2 All Domestic Consulting-firm's should have GST registration and to provide a copy of such registration certificate and classification of service along with bid document unless exempted for which necessary document support is provided.
- 3 In case of Foreign Consultants, where the service is provided from the establishment within India, clause 1 and as applicable to Indian Bidder in 2 would apply. Where the service is provided from the establishment situated outside India, GST tax will be paid by the Owner as recipient of service as per existing Act & Rules.
- 4 The Owner may claim Input Tax credit. The bidder should quote GST separately. Bidder should provide tax invoice as per the act I rules to enable owner to claim Input Tax Credit.
- 5 All taxes & duties payable outside India in respect of performance of the contract shall be borne & paid by the Consultant. The Consulting-firm shall bear and pay all the liabilities in respect of non-observance of all legal formalities as per various statutory provisions.
- 6 Unless specifically provided for in the tender documents or any Special Conditions, Variations of taxes i.e.GST quoted in price bid arising out of the amendments to the Central I State enactment, in respect of services covered under this bid shall be to Owner's account, so long as:
 - (i) They relate to the period from the date I time of opening of the bid, but before the contractual completion period (excluding permitted extensions due to delay on account of the Consulting-firm, if any) or the actual completion period, whichever is earlier; and
 - (ii) The consultant furnishes documentary evidence of incurrance of such variations, in addition to the invoices and filing required returns for claiming Input Tax credit, wherever applicable.
- 7 The Consultant shall bear and pay all liabilities in respect of statutory variations in taxes and duties and imposition of new taxes and duties that may be imposed after the delivery and payment schedule execution dates, as originally stipulated, in case the delivery dates are extended due to reasons attributable to Consultant.

The Vendor shall comply with all the provisions of the GST Act I Rules I requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable AGL to take Input Tax Credit.



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In case, AGL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods / service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

Vendor shall be responsible to indemnify the AGL for any loss, direct or implied, accrued to the AGL on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.



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Form-I

Bidder General Information

- 1-1 Bidder Name: _____
- 1-2 Number of Years in Operation: _____
- 1-3 Address of Registered Office: _____
City _____ District _____
- 1-4 Operation Address
If different from above:
City _____ District _____
State _____ PIN/ _____
- 1-5 Telephone Number _____
(Area Code) (Telephone Number)
- 1-6 Mobile Number, if any : _____
- 1-7 E-mail address: _____
- 1-8 Website: _____
- 1-9 Fax Number: _____
(Area Code) (Telephone Number)
- 1-10 ISO Certification, if any {If yes, please furnish details}
- 1-11 Banker's Name : _____
- 1-12 Branch : _____
- 1-13 Branch Code : _____
- 1-14 Bank account number : _____
- 1-15 Type of Firm: Proprietary/ Partnership/ PVT/Public Ltd : _____



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1-16 GSTN No.: _____

1-17 State / UT.: _____

1-18 PAN No. : _____

1-19 Whether SSI Registrant Or not : _____

1-20 EPF No : _____

NAME OF THE BIDDER:

NAME OF THE OWNER:

Date:

SIGNATURE OF BIDDER WITH SEAL:

Note:

1) Bidders have to submit the supporting document confirming the above registrations.



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Form 2

NO DEVIATION CONFIRMATION

Aavantika Gas Limited,
Indore

Name of Bidder:

Dear Sir,

We understand that any deviation/exception in any form may result in rejection bid. We, therefore, certify that we have not taken any deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(Signature of the bidder)



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ANNEXURE-1

SCHEDULE OF RATES (SOR A)

FOR Notice Inviting Tender (NIT)

Sr. No.	Name of Publication	Unit Rate Per Sq. CM in Rs.	Discount (if any) in Rs.	Net Unit Rate in Rs.	All Taxes Including GST		Total Unit Rate (Per Sq. CM) Including GST in Rs.
					Rate in %	Amount in Rs.	

(A) English Daily National Newspaper

1	Times of India- All India (Full colour) Main Edition Inside page						
2	Hindustan Times-All India (Full colour) Main Edition Inside page						

Total Amount (Including all Taxes and Duties) (1 + 2) in Rs.

(B) Hindi Daily National Newspaper

1	Dainik Bhaskar (All India), Full colour, Main Edition Inside Page						
2	Hindustan (All India), Full colour, Main Edition Inside Page						

Total Amount (Including all Taxes and Duties) (1+2) in Rs.

Total Amount (A + B)

Total Amount in Words (A + B)



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SCHEDULE OF RATES (SOR B)

FOR RECRUITMENT ADVERTISEMENT

Sr. No.	Name of Publication	Unit Rate Per Sq. CM in Rs.	Discount (if any) in Rs.	Net Unit Rate in Rs.	All Taxes Including GST		Total Unit Rate (Per Sq. CM) Including GST in Rs.
					Rate in %	Amount in Rs.	

(A) English National Newspaper

1	Times of India (ASCENT) -All India (Full colour) Main Edition Inside page						
2	Hindustan Times (Shine) -All India (Full colour) Main Edition Inside page						

TOTAL AMOUNT (Including all Taxes and Duties) (1 + 2) in Rs.

(B) Hindi National Newspaper

1	Dainik Bhaskar (All India), Full colour, Main Edition Inside Page						
2	Hindustan (All India), Full colour, Main Edition Inside Page						

TOTAL AMOUNT (Including all Taxes and Duties) (1 + 2) in Rs.

Total Amount (A + B)

Total Amount in Words (A + B)