

MINISTRY OF HEALTH & FAMILY WELFARE
National AIDS Control Organization



National HIV/AIDS Control Programme

BID DOCUMENT (Limited Tender Enquiry)

For

Hiring of agency for designing & publishing NACO Quarterly Newsletter

National AIDS Control Organization
Chandralok Building, 9th Floor, 36, Janpath, New delhi-110001

Index

S.no	Particulars	Page no.
1.	Invitation for Proposal	3
2.	Background	3
3.	Bid Schedule and Address	3-4
4	Validity of Tender	4
5.	Bid Security	4-5
6.	Submission of Tender	5
7.	Bid Opening	6
8.	Clarification of Bid	6
9.	Confidentiality	6
10.	Examination of Bids and Determination of Responsiveness	6
11.	Evaluation and Comparison of Bids	6
12.	Award of Contract	6-7
13.	Performance Security	7
14.	Payment	7
15.	Liquidated Damage	7
16.	Risk Purchase	7
17.	Duration Of the Contract	7
18.	Termination for Default	7-8
19.	Termination for Non- Performance	8
20.	Force Majeure	8
21.	Resolution of Conflicts	8
22.	Laws	8
23.	Terms of Supply	8
24.	Schedule of Requirements	9
25.	Technical Specification	9-10
26.	Technical Requirement for the agency	10
27.	Price Form	11
28.	Tender Offer Form (TOF)	12
29.	Performance Security Bank Guarantee form	13

1. Invitation for Proposal

National AIDS Control Organization (NACO), Department of Health & Family Welfare, Ministry of Health & Family Welfare invites bids for **Hiring of agency for designing and publishing of quarterly NACO Newsletter**.

2. Background:

The NACO Newsletter is a bilingual (Hindi & English) quarterly bulletin published by National AIDS Control Organization (NACO). The newsletter covers key initiatives, challenges and activities undertaken in the quarter at National & State level.

The printed and electronic copies of the Newsletter are shared with State AIDS Control Society (SACS), Development Partners working in Health & HIV Sector, International NGOs, Ministries with whom NACO has signed MOUs, etc. In addition for public access the e-copy of the Newsletter is also uploaded on NACO's website, FB page and NACO's Digital Resource Centre (DRC).

3. Bid Schedule and Address:

S. No.	Description	Detailed Information
1	Name of Project	Hiring of agency for designing and publishing quarterly NACO Newsletter
2	Tender Reference Number	X-19020/17/2011-Part-III/01/2018-19
3	Tender Start Date <ul style="list-style-type: none">Document can be downloaded from website of NACO: naco.gov.in and https://eprocure.gov.in/cppp/	03/08/2018
4	Date and Time for Pre Bid Meeting Address & Location for Pre Bid Meeting	09/08/2018 at 14:15 Hrs National AIDS Control Organization Chandralok Building, 9th Floor, 36, Janpath, New Delhi-110001
5	Bid Submission Date & Time Bid Opening Date & Time Venue	17/08/2018 at 14:00 Hrs 17/08/2018 at 14:15 Hrs National AIDS Control Organization Chandralok Building, 9th Floor, 36, Janpath, New Delhi-110001
6	Name and Address for Communication	Dr Naresh Goel ,DDG (IEC), National AIDS Control Organization Chandralok Building, , 9th Floor, 36, Janpath, New Delhi-110001

7	Bid Related Queries	Ms. Nidhi Rawat , Consultant (IEC & Mainstreaming) Email : nidhirawat.naco @gmail.com
---	---------------------	---

4. The Govt. of India has received funding under Domestic Budgetary Support for implementation of fourth phase of National AIDS Control Programme (NACP-IV) being implemented by National AIDS Control Organization, Department of Health & Family Welfare, Ministry of Health and Family Welfare, Govt. of India.

5. Bidding will be conducted under GFR 2017 of Ministry of Finance, GOI, as applicable.

6. Validity of Tender:

- a) Tender shall remain valid for a period not less than 90 days after the deadline date specified for submission.

7. Bid Security:

- a) The interested bidder is required to submit along with its bid, bid security of Rs. 20,000/- (Rupees Twenty Thousand only) in form of Term Deposit Receipt / Bank Draft / banker's Cheque, Bank Guarantee in favor of Senior Accounts Officer, Ministry of Health & Family Welfare, payable at new Delhi valid up to 90 days. The Bid Security will be returned after the award of Contract.
- b) Any bid not accompanied by an acceptable bid security shall be rejected by the Purchaser as non-responsive.
- c) The bid securities of unsuccessful Bidders will be returned as promptly as possible.
- d) The bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security.
- e) The bid security may be forfeited
 - if the Bidder withdraws its bid or
 - if the Bidder does not accept the correction of its bid price or
 - in the case of a successful bidder, if the Bidder fails within the specified time limit to:
 - sign the contract, or
 - furnish the required performance security, or
 - In case of any false, incorrect or misleading information provided in the bid.
- f) The bidders who are registered with NSIC for the items to be procured under this tender are exempted from submission of bid security (EMD). Necessary Certificate should be enclosed. The firms registered as Micro, Small & Medium Enterprises (MSME's) should enclose a copy of registration certificate to avail exemption for remitting EMD & cost of Bid Document.

In a case where L1 price is from someone other than an MSME, then participating MSME's in a tender and quoting price within the band of L1+15% may also be allowed to supply up to 20% of the requirement on matching the L1 price. In case of more than one such eligible MSME, the supply will be shared equally.

Further out of 20% procurement from MSMEs, 4% procurement shall be earmarked for MSMEs owned by SC/ST entrepreneurs. Therefore MSME's may submit their status along-with Technical Bid.

8. Submission of Tender: The tender should be submitted in Two bid system as described below. Following is to be submitted in separately sealed envelopes Super-scribed as follows:

A) Technical Bid (Envelop-1)

B) Price / Financial bid (Envelop-2)

Both the above envelopes must be placed in a big envelope (Envelop-3), addressed and super scribed as under

- Dr Naresh Goel , DDG (IEC)
National AIDS Control organization
9th Floor , Chanderlok Building ,
36 Janpath , New Delhi -110001
- Tender No. : **X-19020/17/2011-Part-III/01/2018-19-**

Name of Work for which tender is submitted: "Tender for Hiring of Agency for designing and publishing quarterly NACO Newsletter.

- Last date & Time of submission of tender: 17/08/2018 and up to 14:00 Hrs

The tender shall be submitted by dropping the Envelop-3 in the tender box placed at 9th Floor, Chanderlok Building, 36 Janpath, New Delhi-110001. NACO for the purpose on or before due date and time of opening of the tender as prescribed in the tender documents. Late bids will be rejected.

Non submission of requisite document(s) or providing of incomplete technical details by the bidder is liable to bid cancellation during the technical evaluation stage itself without any further reference, whatsoever.

In event of the specified date for the submission of bids being declared a holiday for the purchases, the Bids will be received upto the appointed time on the next working day

- 9.** Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected.
- 10.** The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification, or withdrawal of the bids duly signed by an authorized representative, is received by the Purchaser prior to the deadline prescribed for submission of bids. No bid may be modified subsequent to the deadline for submission of bid.

- 11. Bid Opening:** The Purchaser will open all bids, including withdrawal notices and modifications, in public, in the presence of Bidders' representatives who choose to attend, **at 14.15 hrs**, on the date, and at the place specified below:

Time, date, and place for bid opening are: 1415 hrs (Indian Standard Time) on 17/08/2018 at the following address:

National AIDS Control Organization,
6th Floor, Committee Room, Chanderlok Building,
36 Janpath, New Delhi- 110001

- 12. Clarification of bids:** 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, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids.

13. Confidentiality:

- a) Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.
- b) Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.
- c) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.

- 14. Examination of Bids and Determination of Responsiveness:** The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order

15. Evaluation and Comparison of Bids:

- a) The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive.
- b) The Technical proposals will be evaluated on the criteria mentioned to shortlist the responsive agencies. The agencies qualifying on the basis of the technical evaluation will move to the next stage that is evaluation of financial proposal.
- c) The technical evaluation is only for shortlisting of agencies and the marks of technical evaluation will not be considered during financial stage.

16. Award of Contract:

- a) 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.
- b) The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.
- c) Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

d) The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period.

17. Performance Security: The notified bidder is required to deposit Performance Security within 21 days for an amount equivalent to 5% of the contract value. The performance security may be in form of Term Deposit Receipt / Bank Draft / Banker's Cheque, Bank Guarantee in favor of Senior Accounts Officer, Ministry of Health & Family Welfare, payable at New Delhi valid beyond 90 days of due date of obligations of the Contract

18. Payment: Payment will be made to the agency after delivery of the printed 100 newsletters (both in Hindi and English) on the basis of the bill raised for the particular quarter.

19. Liquidated Damages: If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the contract prices as liquidated damages, a sum equivalent to the 0.5 percent per week or part thereof of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the 10 percent of the value of delayed Goods. Once the maximum is reached, the Purchaser may consider termination of the contract pursuant to CC Clause 29.

20. Risk purchase: In the event of the Bidder/ Supplier's failure to supply the ordered stores/ printing jobs / E News letter and supply of acceptable quality in scheduled delivery period and replace the defective printing forms/printing as per the time frame i.e seven days , the purchaser reserves the right to procure the ordered stores/ Printing jobs and supply or to get the printing job and supply from any other source at the Bidder/ Supplier's risk and cost and all expenses and losses incurred by purchaser in this regard shall be borne by the Bidder/ Supplier. Further, the purchaser shall retain the right of forfeiture of Performance Security/ pending bills and or any other action(s) as deemed fit.

21. Duration of the Contract : The contract will be awarded initially for one year.

22. Extension of contract: The contract will be extended yearly basis up to a maximum of 3 years, if services found satisfactorily.

23. Termination for default:

- a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part
- if the agency fails to deliver printed newsletters within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser; or/and
 - if the newsletters do not meet the Technical Specifications stated in the Contract; or/and
 - if the agency, in the judgment of the Purchaser, has engaged in corrupt or fraudulent or collusive or coercive practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after 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.

- b) if the agency fails to perform any other obligation(s) under the Contract.

24. Termination for Non-Performance:

NACO reserves its right to terminate the contract in the event of contractors repeated failures to provide the services as per tender document.

25. Force Majeure

- a) The contractor shall not be liable for penalty, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
- b) For purposes of this clause, “Force Majeure” means an event beyond the control of the contractor and not involving the contractor and not involving the Bidders fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on NACO.
- c) If a Force Majeure situation arises, the Supplier shall promptly notify NACO in writing of such conditions and the cause thereof. Unless otherwise directed by NACO, the Supplier shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Resolution of Conflicts

- a) NACO and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.
- b) If the dispute can't be resolved amicably by direct informal negotiation between NACO and the Supplier, then the same shall be referred to a Sole Arbitrator to be appointed by the Secretary (Health). The Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or re-enactments thereof made till the date of signing of contract, shall apply to the arbitration proceedings.

27. Laws: The terms of this Tender and the contract shall be governed by the Indian laws under the exclusive jurisdiction of the competent courts in NCT of New Delhi.

28. Notices: Any notice by one party to the other pursuant to the contract shall be sent in writing by registered post only to the addresses as defined under this contract.

29. Terms of Supply: The bidder must supply the goods within delivery period as per entire order quantity at a time no part supply will be accepted.

Schedule of Requirements

30. Total Required printed copies of NACO Newsletter in a year: Hindi (400 copies) & English (400 copies) annually i.e English (100 copies) and Hindi (100 copies) quarterly basis. The E-Newsletter to be delivered on quarterly basis in both languages.

31. Delivery Schedule / Delivery Period: End of the quarter after the final approval of the authority

32. Consignee Address:

DDG (IEC & LS)

National AIDS Control Organisation

Department of Health & Family Welfare

Government of India

6th & 9th Floor, Chanderlok Building

36, Janpath, New Delhi, India .

Pin:- 110001

Technical Specifications

33. E-Newsletter: From this year, NACO is planning to opt for the E-Newsletter, digital format of NACO News in the form of E-Newsletter for wider dissemination of the bulletin to the stakeholders. In addition, there would be printed copies for distribution in seminars/conferences/events. The specifications for the printed copies are:

S.no.	Particulars
1	Size A4
2	No. of pages 24
3	Printing :Multi Colors
4	Paper: 130 GSM Imp Matt
5	Binding :Centre Staple
6	Quantity : 100 in each Hindi & English per quater
7	Language: English and Hindi

The specifications for the E-Newsletter are:

S.no.	Particulars
1	HTML based flipbook that should work on desktop as well as online
2	HTML 5 file accessibility on internet browser
3	PDF file format

NACO invites tender to hire an agency for designing of E-Newsletter and printing of Newsletter as per the specification given in the tender document.

34. Expectations from the agency

- **Collection of content:** The articles, pictures & content for the **NACO Newsletter title “NACO News”** should be provided and shared by NACO to the agency.
- **Dummy Design:** The designing of the newsletter has to be done by the agency. Three designs of cover page per quarter have to be provided to NACO for approval in which one out of three will be chosen as the final design. The agency should share dummy before the final printing of the NACO News.
- **Language :** The newsletter has to be printed in English and the same will be translated & printed by the agency in Hindi also.
- **Delivery:** The agency has to deliver printed Newsletter as well as the PDF (Hindi & English copy) to NACO.
- **E-Newsletter :** The E-Newsletter will be prepared by the agency and submitted in the formats in which it can be uploaded on social media and other E platforms.

35. Technical Requirement for the agency

- The agency should have been in existence for a period of 3 years as designing and publishing agency as on the date of publication of this document .
- The agency should have technical skills in designing, editing and printing of the E-Newsletter
- The agency should provide brief profile of their work experience for the last three years along with the samples of work done earlier with the bid document
- The turnover of the agency should be above 10 Lakhs every year for the last three years
- Samples of papers of same GSM as per required specification should be deposited in sealed bag duly super scribed “PAPERS SAMPLES” along with technical bid. Samples (Papers) should be submitted by the bidder on free to cost basis .The approved samples (Papers) shall be retained with the NACO till completion of the contract. In the event, the supplied items do not match the sample provided; the material will be summarily rejected.

Price Form

1	2	3	4	5	6	7	8
S No.	Product	Unit pack size	Quantity offered	Per Unit Ex-factory Ex-warehouse Ex-showroom Off-the-shelf Price	Total Ex-factory Ex-warehouse Ex-showroom Off-the-shelf Price	GST %	Total price with GST

Note:

- (a) In case of discrepancy between unit price and total price, the unit price shall prevail.
- (b) In case of discrepancy between price quoted in figure and words, price in words, shall prevail.
- Total Bid Price:
- Currency:
- In figures:
- In words:

Signed: _____

Dated: _____

In the capacity of: [insert: **title or other appropriate designation**]

Tender Offer Form (TOF)

Dated:

Tender Reference No.: -----

To,

Subject: Hiring of agency for publishing NACO Newsletter

Dear Sir,

Having examined the tender documents, I/ we, the undersigned, offer to work for ----- in conformity with the said tender documents.

- i. I/ We undertake that the Prices are in conformity with the specifications prescribed. The quote is inclusive of all costs likely to be incurred for executing this work.
- ii. I/ we undertake, if our tender offer is accepted, to perform in accordance with the time schedule specified in the Tender.
- iii. Our offer is open for acceptance for the period of 90 days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- iv. Until a formal work order is prepared and executed, this bid offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.
- v. I/We also certify that information data/ particulars furnished in our bid are factually correct. We also accept that in the event of any information / data/ particulars proving to be incorrect, NACO will have a right to disqualify us from the bid.

We agree to the terms and conditions mentioned in the Tender Document without any deviations.

Dated this ____ day of _____

Signature:

(In the Capacity of :)

Duly authorized to sign the tender offer for and on behalf of

Name:

Designation:

Seal:

Date:

Performance Security Bank Guarantee

_____ [insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [insert: Name and Address of Purchaser]

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that [insert: name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [insert: reference number of the contract] dated _____ with you, for the supply of [insert: description of goods] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we [insert: name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert: amount in figures] (____) [insert: amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the ____ day of _____, 2____,² and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

¹⁰ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

² Established in accordance with Clause 8.4 of the General Conditions of Contract ("CC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the CC intended to be secured by a partial performance guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."