

Chandigarh Administration
Directorate of Ayurveda, Yoga & Naturopathy, Unani, Siddha & Homoeopathy
Phone No. 0172-2700346, email: ayush.chd.admn.24b@gmail.com

To
The Director Public Relations
Chandigarh Administration.

Memo No. A&H-I-2022-23/ 850
Chd., dated the 4/06/2022

Subject: Celebration of 8th International Day of Yoga on 21st June, 2022

Enclosed please find attached herewith a copy of Public Notice for publishing in leading national newspapers.

It is requested that same may kindly be got published in leading newspapers i.e. 2 in English editions, 1 in Hindi edition and 1 in Punjabi Edition. The public notice should appear on 05.06.2022.

DA/ As above

AKM
04/06/22
Director AYUSH,
Chandigarh Administration

Chd., dated the

Endst. No. A&H-I-2022-23/

A copy is forwarded to the following for information & necessary action:-

1. The Drawing & Disbursing Officer, AYUSH, Chd. Admn.
2. The Nodal Officer, e-Procurement Cell, AYUSH, Chd. Admn. She is further requested to upload the tender and milestones dates well in time.

Director AYUSH,
Chandigarh Administration

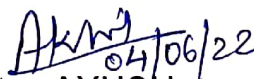
PUBLIC NOTICE

Directorate of AYUSH
Chandigarh Administration
Phone No. 0172-2700346, email: ayush.chd.admn.24b@gmail.com

SHORT TERM E-TENDER

e-Tender ID 2022_CHD_66237_1 (for celebration of 8th International Day of Yoga on 21.06.2022 at Chandigarh) published on 03.06.2022 at <https://etenders.chd.nic.in> has been cancelled and a fresh e-Tender has been published on **04.06.2022 at 4:00 PM** at <https://etenders.chd.nic.in>

Pre-Bid meeting is scheduled on 07.06.2022 and the last date of submission of e-Tender is **11.06.2022 till 5:00 PM**


Director AYUSH,
Chandigarh Administration.

**DIRECTORATE OF AYUSH
CHANDIGARH ADMINISTRATION**

**SHORT TERM
E-TENDER DOCUMENT**

FOR

**Hiring of Services material/ items for
Celebration of 8TH International Day of Yoga to
be held on 21ST June, 2022 at PLAZA Sector
17, Chandigarh.**

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CHAPTER-1

CHANDIGARH ADMINISTRATION DIRECTORATE OF AYUSH SHORT TERM E-TENDER NOTICE

The e-tenders are, hereby, invited from the Suppliers/Service Providers for hiring of services of material/ items for celebration of 8th International Day of Yoga on 21st June, 2022 items through e-tendering process.

1	Date of Publication	On 04.06.2022
2	Downloading of e-tender document	Start date:- 04.06.2022 at 4:00 P.M. End Date:- 11.06.2022 at 5:00 P.M.
3	Date of Pre-bid Conference	Date & Time: 07.06.2022 at 12:00 Noon Venue: In the office of Directorate of AYUSH, Govt. Ayurvedic & Homoeopathic Dispensary Complex, First Floor, Sector 24 B, Chandigarh.
4	Date of submission of e-tender	Start date:- 04.06.2022 at 4:00 PM End Date:- 11.06.2022 at 5:00 PM
5	Physical submission of EMD amounting to Rs.2,00,000/-	10.06.2022 at 4:00 PM (Directorate of AYUSH, Govt. Ayurvedic & Homoeopathic Dispensary Complex, First Floor, Sector 24 B, Chandigarh.)
6	Opening of Technical Bid (Online)	11.06.2022 at 6:00 P.M. (Directorate of AYUSH, Govt. Ayurvedic & Homoeopathic Dispensary Complex, First Floor, Sector 24 B, Chandigarh.)
7	Opening of Price Bid of bidders whose Bid qualifies as determined by Departmental Committee.	To be intimated later on.

1. The Bid Document can be downloaded from the website **<http://etenders.chd.nic./nicgep>**,
2. All other terms and conditions, instructions to bidder regarding e-tendering process etc. may kindly be seen from the Detailed Notice Inviting Tender (DNIT) available on the above noted website of Chandigarh Administration. The undersigned reserves the rights to reject any or all tenders without assigning any reasons.

**Director AYUSH,
Chandigarh Administration.**

INTRODUCTION

The Directorate of AYUSH, Chandigarh Administration is organizing 8th International Day of Yoga on 21st June, 2022 at Plaza, Sector 17, Chandigarh. The Directorate of AYUSH, Chandigarh Administration intends to hire the services for the celebration of the event as per schedule of work.

CHAPTER-2

CHANDIGARH ADMINISTRATION DIRECTORATE OF AYUSH SHORT TERM E-TENDER

CHECK LIST FOR ONLINE SUBMISSION OF TENDER

1.	Name of the firm/organization & Address and Telephone/Mob. No. /Fax. No./ e-mail address	Yes / No
2.	Whether EMD Rs.2,00,000/- (Rupees Two Lakhs Only) in the shape of Fixed Deposit Receipt duly pledged in the name of The Director AYUSH payable at Chandigarh has been attached? If yes, please mention FDR No. _____ dated _____ and name of the Bank _____.	Yes / No
3.	Whether 'Not Black Listed' Affidavit has been attached?	Yes / No
4.	Copy of Income tax returns, Balance Sheets duly audited by the Chartered Accountant of last 2 Financial Years i.e. 2019-20 & 2020-21 attached?	Yes / No
5.	Estimated cost of tender is Rs.40,00,000/- . Proof with regard to event management services of costing 80% of estimated cost in India to any One Government/ Semi-Government bodies/ Commercial Institutions or 60% of estimated cost in India to any two Government/ Semi-Government bodies/ Commercial Institutions or 40% of estimated cost in India to any three Government/ Semi-Government bodies/ Commercial Institutions in last 5 Financial Years, i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.	Yes / No
6.	Attested photocopy of PAN Card & GST No. attached	Yes / No
7.	Name, address, contact, number, designation/capacity of person signing tender document attached.	Yes / No
8.	Name, Address, Contract No. of Entrepreneur/Partners/Board of Directors of tenderer.	Yes / No
9.	Copy of partnership deed, constitution and memorandum of association of tenderer attached	Yes / No
10.	Proof of signing authority in the shape of power of attorney or decision of partnership firm or decision Board of Director of companies attached.	Yes / No

Place: _____ Signature of Tenderer _____

Dated: _____ Full Name of the Tenderer _____

Address _____

**DIRECTORATE OF AYUSH, CHANDIGARH ADMINISTRATION
TENDER FOR HIRING OF SERVICES OF MATERIAL/ ITEMS FOR
CELEBRATION OF 8TH INTERNATIONAL DAY OF YOGA ON 21ST
JUNE, 2022**

INSTRUCTIONS/TERMS AND CONDITIONS FOR THE TENDERER

1. The Bidders shall have to submit their Bids online in Electronic Format Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etenders.chd.nic./nicgep>. On registration, they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificates (DSC).
2. Tenders without digital signatures will not be accepted by the Electronic Tendering System. No Tender will be accepted in physical form and in case, it has been submitted in the physical form, it shall be rejected out rightly.
3. Bids will be opened online as per time schedule mentioned in e-tender notice.
4. Before submission of online Bids, Bidders must ensure that self attested scanned copies of all the necessary documents as mentioned in Chapter 4 "Schedule of Requirement" of this tender document have been uploaded with the Bid, failing which, their bids may be out-rightly rejected and will not be considered.
5. AYUSH Department will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
6. It will be mandatory for all the Bidders to upload all the documents mentioned under 'Tender Details' template read under 'Cover Details'.
7. Bidders should get ready with the scanned copies of EMD as specified in the tender documents and Hard Copies of all the Eligibility Documents as uploaded by the Bidders.
8. The details of EMD specified in the Tender Documents should be the same as submitted online (scanned copies) otherwise tender will be rejected.
9. The conditional bids shall not be considered and may be out rightly rejected in very first instance.
10. The Director AYUSH shall not be responsible in case system fails to open the bids due to any technical problem at the time of opening of bids.

11. **Estimated cost of tender is Rs.40,00,000/-**. Proof with regard to event management services of costing 80% of estimated cost in India to any One Government/ Semi-Government bodies/ Commercial Institutions or 60% of estimated cost in India to any two Government/ Semi-Government bodies/ Commercial Institutions or 40% of estimated cost in India to any three Government/ Semi-Government bodies/ Commercial Institutions in last 5 Financial Years, i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.
12. An affidavit as per specimen enclosed as **Annexure-‘A’** should accompany the tender. The tenderer who has been Black-listed or his/her tenders/Work Order have ever been cancelled or any legal proceedings have ever been initiated/pending by any State/UT/Central Government, his/her tender will be out rightly rejected.
13. Downloading and submission of Tender will be done by e-tendering process through the website of Chandigarh Administration **<http://etenders.chd.nic.in/nicgep>** and **www.ayushchandigarh.org**
14. **EARNEST MONEY DEPOSIT (EMD)**: The Tender should be accompanied with Earnest Money i.e.**Rs.2,00,000/- (Rupees Two Lakhs Only)** to be paid in the shape of Fixed Deposit Receipt (FDR) or Bank Guarantee from the any commercial bank in an acceptable form in favour of the Director AYUSH, Sector 24 B, Chandigarh Administration which shall be valid for one year. No bidder will be exempted from submission of EMD save as provided in GFR. The EMD deposited by the bidder in respect of another similar tender will not be considered against this tender. **Scanned copy of EMD issued by Bank duly attested and countersigned by the bidder shall be uploaded.**
15. **SOLVENCY CERTIFICATE**: The tender must be accompanied with a latest Solvency certificate for an amount pertaining to the module issued by any of the scheduled Bank in an acceptable form, within the last six months on the closing date of tender
16. **TECHNICAL BID**: The tenderer should submit scanned copy of documentary proof of his/her eligibility as mentioned in Chapter 4 “Schedule of Requirement” of this tender document.
17. **FINANCIAL BID**: The Financial Bid shall be quoted by the bidder/ tenderer through e-tendering. The Financial Bid should contain Price Schedule only. The rates should be mentioned both in figures as well as in the words. Any change in rate quoted by the tenderer afterwards will entail forfeiture of Earnest Money & Cancellation of Work Order and blacklisting of the firm as per instructions of the Chandigarh Administration.

18. The Financial Bid of only those bidders will be opened who qualify in the technical bid as well as passing of sample evaluation of T-Shirts/ Yoga Mats done by the Technical Committee.
19. **Lowest composite rates** will be considered to award the Work to technically qualified bidder.
20. The rates quoted should be F.O.R. destination including packing, forwarding, postage, printing charges Customs Taxes/GST, levies Octroi, Insurance, Carriage, Transportation, loading, unloading, freight etc.
21. **The Bidder/tenderer will have to submit documentary evidence of such like jobs carried out while submitting the EMD in physical form.**
22. The acceptance of tender will have binding effect on the tenderer and he/she has to supply the tendered items/ordered items within the stipulated period as mentioned in the Work order. Subletting of Contracts shall not be allowed under any circumstances.
23. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non judicial stamp paper, all of which finally form contractual obligations to be adhered to /performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects i.e. blacklisting forfeiture etc.
24. The bid shall not contain corrections, erasures or over writing in the financial bid except duly attested by the bidder at the time of opening the bid.
25. The successful bidder shall have to execute an agreement with the AYUSH Department on a non-judicial stamp paper of Rs. 200/-(Rupees Two Hundred Only) within 2 days as may be conveyed in this regard and in case they failed to do so, AYUSH Department shall be at liberty to forfeit the earnest money, security deposit, cancel the Work order and get the supplier black-listed as per policy of Chandigarh Administration.
26. Short listed bidder shall set up office in U.T. Chandigarh within two days of award of contract.
27. **Performance Security Deposit:** The successful tenderer will have to deposit Performance Security **Rs.4,00,000/- (Rupees Four Lakhs Only)**, which should be valid beyond 60 days of the period of the Rate Contract including period of Guarantee/ Warranty, in the shape of Fixed Deposit

Receipt (FDR) duly pledged in the name of Director AYUSH, Sector 24 B, Chandigarh within 2 days of issuance of letter of intent by the competent authority and the security deposited in connection with any other similar tender will not be considered against this tender. Thereafter, the Work Order will be issued. If successful tenderer fails to submit requisite performance security deposit immediately i.e. by next working day, the Earnest Money will be forfeited and AYUSH Department shall be at liberty to get the said order executed from other firm/ company at the risk & cost of successful bidder. The Performance Security Deposit shall be refunded only after the completion of the work assigned.

28. The timely delivery as stipulated in the Work Order has to be strictly adhered to by the tenderer and in case of any request for extension of time made by the said tenderer in writing, the same shall be considered by the competent authority subject to the payment of penalty as provided in the terms and conditions of the tender.
29. The proposed quantity is tentative and the quantity of items can vary as per the actual requirement.
30. **Penalty:-**The Director AYUSH, Sector 24 B, Chandigarh, without prejudice to other remedies available under the terms & conditions of the agreement, reserves the right to impose penalty on tenderer if he/she fails to perform /provide services within stipulated period from the date of placing of work order. Penalty in the shape of termination of Agreement, Forfeiture of Security Deposit and Blacklisting as per Clause No.34 therein. The Director AYUSH, Sector 24 B, Chandigarh reserves the right to relax the penalty clause if genuine reasons have been justified by him in writing.
31. In case the firm failed to supply the material within a stipulated time including time given under penalty clause, the earnest money, Security deposit will be forfeited and action will be initiated as per other terms and conditions of the tender.
32. Tender received through e-tendering shall be opened by the e-Procurement Cell as per Schedule given in Tender Notice in e-Procurement Cell in presence of tenderer or his/her authorized representative, if they wish to be present. In the event of the date of receipt or opening of Tender being declared a holiday, the due date of receipt/opening of the Tender will be the next working day at the same hours.
33. Tender is non transferable.

34. **Black listing of tenderer:** Tenderer participating in the tender and short listed after due processing of tender can be blacklisted, as per Chandigarh Administration Notification no. 1927-F&PO(3)-2009/1170, dated 27th February, 2009 for non fulfilling the requisite requirements of the tender documents/Work Order or for concealing any information or for furnishing any false documents/statements in the tender.
35. **Arbitration:**
- Except as otherwise provided elsewhere in the agreement, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between parties, as to the meaning, operation or effect of the agreement or out of or relating to the agreement or the breach thereof, shall be referred to a Sole Arbitrator i.e. the Secretary Health, Chandigarh Administration at the time of the dispute.
- The venue of arbitrations shall be at Chandigarh.
- Subject as aforesaid the provisions of the Arbitration and Conciliation Act. 1996 and any statutory modifications or re-enactment thereof, rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
36. All the documents attached should be legible/ readable.
37. The complete supply of T-Shirts & Yoga Mats must reach by 16th June, 2022 positively at the Store of AYUSH Department.
38. The Director AYUSH, Chandigarh Administration reserves the right to accept or reject any tender without assigning any reason.

**Director AYUSH,
Chandigarh Administration.**

It is certified that I have gone through all the terms & conditions of the Tender and I further undertake to abide by all terms and conditions to be announced/mentioned at the time of opening of Tender or at the time of placing of Work Order.

Dated: _____
Time: _____

Signatures of the Tenderer with seal

ANNEXURE 'A'

(To be furnished on non-judicial stamp paper duly attested by the 1st Class Magistrate)

AFFIDAVIT

I/We/M/s _____ are registered as
Manufacturers/Distributor/Supplier/Service Provider of
_____ as per GST Registration Certificate No. issued
by _____ having registered office at
_____ and manufacturing/supply
base at _____ do hereby declare and
solemnly affirm that I/We have not been Black-listed, nor mine/our Tenders or
Work Orders have ever been cancelled by any State/UT/Central Government or
any partner or shareholder either directly or indirectly connected with or has
any subsisting interest in the business of my/our firm nor any legal
proceedings have ever been initiated/pending by any State/UT/Central
Government or by any authority.

Place: _____

DEPONENT

Dated: _____

VERIFICATION

Verified that the contents of my/our above affidavit are true and correct
to the best of my/our knowledge and beliefs. No part of it is false and nothing
has been concealed therein.

Place: _____

DEPONENT

Dated: _____

CHAPTER-3
(Mandatory)

(Proforma to be filled by Bidder/Firm/ Organization)

Note: Page no. to be filled up against each Sr. No. (for eg. Sr. No.1-Page No.1 to 2) by the Bidder/firm/Organization, failing which they will not be considered for participation.

	Particulars of documents to be mentioned against Sr. No. as per Chapter -2	Mention Page No. wherein concerned documents are attached placed/ attached.
1	Name of the Firm/ Organization, Address/ Telephone No./Mobile No./Fax No.	
2	EMD Document	
3	'Non-Blacklisted' Affidavit/ Undertaking	
4	ITRs & Balance Sheets duly audited by the Chartered Accountant of last 2 years i.e. 2019-20 and 2020-21.	
5	Proof of Experience	
6	PAN Card/GST No.	
7	Name, Address, Contact No., Designation/Capacity of person signing the tender document	
8	Name, Address, Contact No. of Entrepreneur/Partners/Board of Directors of Bidder/	
9	Proof of signing authority in shape of Power of Attorney or decision of partnership firm or decision / Board of Directors	

Place: _____ Signature of Tenderer _____

Dated: _____ Full Name of the Tenderer _____

Address _____

CHAPTER - 4**SCHEDULE OF REQUIREMENTS**

Bid/Tender will be accepted/uploaded in two covers under heading **Tender Details** containing:-

- 1) **First Cover titled** as “Technical Bid” should contain the Self-attested scanned copies of:--
 - a. Earnest money as mentioned in Clause 14 of Chapter 2 of this tender document.
 - b. Copy of income tax return of at last 2 Financial years i.e. 2019-20 and 2020-21 as filed with the Income Tax Department.
 - c. **Estimated cost of tender is Rs.40 Lakhs.** Proof with regard to event management services of costing 80% of estimated cost in India to any One Government/ Semi-Government bodies/ Commercial Institutions or 60% of estimated cost in India to any two Government/ Semi-Government bodies/ Commercial Institutions or 40% of estimated cost in India to any three Government/ Semi-Government bodies/ Commercial Institutions in last 5 Financial years i.e. 2017-18, 2018-19, 2019-20, 2020-2021 and 2021-22.
 - d. Balance sheets for last two years (2019-20 & 2020-21), duly audited by the Chartered Accountant.
 - e. PAN Card & GST No.
 - f. Affidavit as mentioned in clause 12 of Chapter 2 of this tender document.
 - g. Scanned copy of Name, Address, Contact No., of entrepreneur/partners/board of Directors of tendering.
 - h. Copy of Partnership deed/Constitution and Memorandum of Association tenderer.
 - i. Self-attested scanned copy of tender document accepting terms and condition of tender document.
 - j. Name, address, contact number, designation/capacity of person signing the bid/tender.
 - k. Individual signing the bid or other documents connected with the agreement shall submit the proof of signing authority in the shape of Power of Attorney/Decision of partnership of firms and decision of Board of Director of the Company:-

The financial bid of only those bidders will be opened who qualify in a technical bid.

- A. Services/material shall be displayed/ provided/ fixed / installed etc. at the venue a day before 20th June, 2022 at 5:00 PM respectively.
- B. The event will be organized on '*as is where is basis*' at **Plaza, Sector 17, Chandigarh.**
- C. Organizing Committee will visit the site of the bidder/ tenderer and satisfy himself/ herself regarding capability/ status of the tenderer for providing satisfactory services.
- D. Sub-standard material/ services shall be outrightly rejected by the Director AYUSH / Organizing Committee or his representative.

NOTE:-- All the above mentioned documents are essential to qualify at Technical Bid Stage. The technical committee reserves the right to disqualify the bidder technically if documents supplied by the bidder are insufficient to prove his /her eligibility or specification of material/ services offered by the bidder, in the opinion of technical committee, do not match the specification mentioned in tender document.

- 2) **Second Cover titled** as "Financial Bid" shall consist of –
 - a) Price schedule.

CHAPTER-5

SCHEDULE OF WORKS

SPECIFICATIONS OF SERVICES REQUIRED FOR CELEBRATION OF 8TH INTERNATIONAL DAY OF YOGA ON 21ST JUNE,2022

YOGA DAY REQUIREMENTS

Name of Items	Quantity
Flowers for Stage decoration	35-40 ft. height
Yoga Mats measuring 6ft. x 2 ft. having thickness 5 mm, Ethylene Vinyl Acetate (EVA) to be fixed with tapping	3000
Yoga T-Shirts , white colour, round neck with Logo of IDY on Front & Directorate of AYUSH, Chandigarh Administration text on Back (Medium, Large, Extra Large and Double Extra Large) mercerized combed cotton as per requirement. (30% Polyester, 70% Cotton)	8000 (Different sizes will be informed later on)
Flex Board & Banners	
(i) Main Backdrop (Size 32' x12') 384 Blockout Flex + 1" MS Pipe	1
(ii) Stage Front (Size 32' x4') 128 Blokout Flex + 1" MS Pipe	1
(iii) Flex board (Size 10' x 4') 320 Blokout Flex + 1" MS Pipe	8
(iv) Flex board (Size 10' x 8') 1440 Blokout Flex + 1" MS Pipe	18
(v) Yoga Stage Backdrop (Size 24' x10') 240 Blokout Flex + 1" MS Pipe	1
(vi) Yoga Stage Front (Size 24' x 3')72 Blokout Flex + 1" MS Pipe	1
(vii) Flex Board (Size 12' x 4') 672 Blokout Flex + 1" MS Pipe	14
(viii) Flex Banners (Size 7' x 4') 2800	100
(ix) Flex with Frame (size 50' x 8') 400 In facia of VIP Hanger	1

Name of Items	Quantity
LIVE STREAMING	
(i) Screen for live i.e. LED screens (8 nos.) (Size 12' x 8')	8
(ii) Plasma T.V (3 nos.)	3
(iii) Videographer with tripod (4 nos.)	2
(iv) Sound system with Mic	1
(v) Still camera etc. (2 nos.)	2
(vi) Audio, Video, Electrical cables as per site requirement	-
(i) Sound Speaker	12/16
(ii) Foot Monitor	2
(iii) Sound Mixer	1
(iv) Amplification	5
(v) Podium Mike	4
(vi) Laptop with Audio Cabling	1
(vii) Cordless Mike	2
(viii) Tripod/Truss for speaker	4
Genset (with Diesel) 125 K/Wt. for 21.06.2022 & including Rehearsal on 20.06.2022	4
i) Green Carpet	
ii) Red Carpet.	
iii) Single Seater VIP sofa – 3 Nos. & Centre Tables – 3 Nos.	
iv) H. Back Chair with whitecover	
v) 50 B/Chair with White covers	
vi) 4 Fans (Faratta–Silent) for Main Stage & VIPs Yoga (enclosure)	
(i) Main Stage (32' x20' Height 4 ft. with side masking and carpeting)	
(ii) Yoga Stage (24' x20' Height 3 ft. with side masking and carpeting)	
(iii) Media Stage (16x4. Height 1 ft.), (16x4. Height 2 ft.), (16x4. Height 3 ft.)	
(iv) LED Platform 12' x4' Ft. Height with all side masking (10))	
(v) Mojjo Barricading	
Aluminum Hanger structure Size 60ft. x50ft.	
Portable Chemical Toilet with installation - 2 Nos.	
For Medical Camp - Table, Chair, Lights, Power Point, 2 Carpets, 2 Podium	

CHAPTER-6

AGREEMENT

THIS AGREEMENT is made on thisday of2022 between the President of India through the Chandigarh Administration (hereinafter referred to as the “AYUSH Department”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/S, a company registered under the Companies Act, 1956/a partnership firm constituted between, having its place of business or registered office at acting through its authorized representative (hereinafter referred to as “Supplier” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be, of the second part. Hereinafter, individually referred to as “Party”and jointly as “Parties”.

AND WHEREAS the Supplier has participated in e-tenders for hiring of services for Celebrations of 8th IDY on 21st June 2022 & to provide services/ material as mentioned in Annexure-I to the AYUSH Department under this agreement;

AND WHEREAS on the aforesaid e-bid made by the Supplier to the AYUSH Department, the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:--

1. SUPPLIER’S REPRESENTATION AND WARRANTIES

The Supplier hereby represents warrants and confirms that the Supplier:-

- a. Has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligation as contemplated and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further action (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement;

- b. Has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the AYUSH Department.
- c. shall, on the execution of this agreement, and supplies the material to the AYUSH Department, and will not violate, breach and contravene any conditions of their agreement
- d. Has compiled with and obtained necessary permissions/licenses/authorizations from the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this agreement.

2 PENALTY

The Director AYUSH, Sector 24 B, Chandigarh, without prejudice to other remedies available under the terms & conditions of the agreement, reserves the right to impose penalty on tenderer if he/she fails to perform /provide services within stipulated period from the date of placing of work order. The Director AYUSH, Sector 24 B, Chandigarh reserves the right to relax the penalty clause if genuine reasons have been justified by him in writing. Agreement will be terminated if service is not provided within stipulated period or within further extended period if allowed by the Director AYUSH, Sector 24 B, Chandigarh. **The work order will stand automatically cancelled if the work is not done within the stipulated period including extension period.**

3. NATURE OF AGREEMENT

The parties hereto have considered and agreed to and have a clear understanding on the following aspects;

That, if at any time, during the operation of this agreement or thereafter the AYUSH Department is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever to any third party in any event, the Supplier shall immediately pay to the AYUSH Department all such amounts and costs and in all such cases/event the decision of The Director AYUSH, Sector 24 B, Chandigarh shall be final and binding upon the Supplier. The AYUSH Department shall be entitled to deduct any such amounts as aforesaid from the performance security& earnest money and /or from any pending payment due to the Supplier.

4. LIABILITIES AND REMEDIES

In the event of failure of the Supplier to supply the material or part thereof as mentioned in this agreement for any reasons whatsoever, the AYUSH Department shall be entitled to procure material from other sources and the Supplier shall be liable to pay forthwith to the AYUSH Department the difference of payments made to such other sources, besides damages at double the rate of payments.

The supplier shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of any material, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself under this agreement.

5. TERMINATION

- a) If supplier commits breach of any covenant or any clause of this agreement, AYUSH Department may send a written notice to supplier to rectify such breach within the time limit specified in such notice. In the event supplier fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and supplier shall be liable to AYUSH Department for losses or damages on account of such breach.
- b) The AYUSH Department shall have the right to immediately terminate this agreement if the supplier becomes insolvents, ceases its operations, dissolves or files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.
- c) Termination of this agreement may lead to forfeiture of security deposit/earnest money without prejudice to other remedies (civil/criminal).

6. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the basis of the current financial position of the supplier. Henceforth, any assignment of Work Order under this agreement, in part or whole, to any third party shall be a ground for termination of this agreement forthwith.

7. COMPOSITION AND ADDRESS OF SUPPLIER

- a) The Supplier shall furnish to the AYUSH Department all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the supplier and proof of its

registration with the concerned Government authorities required for running such a business.

- b) The Supplier shall always inform the AYUSH Department in writing about any change in its address or the names and addresses of its key personnel. Further, the Supplier shall not change its ownership without prior approval of the AYUSH Department.

8. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

AYUSH Department	Supplier
.....
.....

9. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Supplier may have access to confidential information of AYUSH Department and it undertakes that it shall not, without AYUSH Department’s prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this agreement or earlier termination thereof.

10. ENTIRE AGREEMENT

The award of work order, when issued to the Supplier, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non judicial stamp paper, all of which finally form the contractual obligations to be adhered to / performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects i.e. blacklisting etc.

11. AMENDMENT/MODIFICATION

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both the parties hereto.

12. SEVERABILITY

If for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

13. CAPTIONS

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

14. WAIVER

At any time any indulgence or concession granted by the AYUSH Department shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the AYUSH Department to exercise any option which is herein provided for requiring at any time the performance by the supplier of any of the provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of the AYUSH Department to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

15. ARBITRATION

Except as otherwise provided elsewhere in the agreement, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between parties, as to the meaning, operation or effect of the agreement or out of or relating to the agreement or the breach thereof, shall be referred to a Sole Arbitrator i.e. the Secretary Health, Chandigarh Administration at the time of the dispute.

The venue of arbitrations shall be at Chandigarh.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act. 1996 and any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

16. GOVERNING LAW/JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Chandigarh shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

- 17. This agreement is made in duplicate. The supplier shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.
- 18. Services/material shall be displayed/ provided/ fixed / installed etc. at the venue a day before 21st June, 2022, respectively.
- 19. The event will be organized on ‘as is where is basis’ **at Plaza, Sector 17, Chandigarh.**
- 20. Organizing Committee will visit the site of the bidder/ tenderer and satisfy himself/ herself regarding capability/ status of the tenderer for providing satisfactory services.
- 21. Sub-standard material/ services shall be outrightly rejected by the Director AYUSH / Organizing Committee or his representative.

IN WITNESS WHEREOF THE AYUSH DEPARTMENT AND THE SUPPLIER ABOVE SAID HAVE HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES;

SIGNED, SEALED AND DELIVERED

WITNESSES

- | | | |
|----|-------------|------------------------------------|
| 1. | Signature | Signature |
| | Name | Name |
| | Date | Date |
| | Designation | Designation |
| 2. | Signature | |
| | Name | (For and on behalf of the |
| | Designation | AYUSH Department, UT, Chandigarh.) |

SIGNED, SEALED AND DELIVERED

WITNESSES

- | | | |
|----|-----------|-----------------------------------|
| 1. | Signature | Signature |
| | Name | Name |
| | Date | Date |
| | Address | Address |
| 2. | Signature | |
| | Name | For and on behalf of the Supplier |
| | Date | |
| | Address | |

CHAPTER – 6 PRICE SCHEDULE (BOQ)

Item Rate BoQ

Tender Inviting Authority: Directorate of AYUSH, Chandigarh Administration.							
Name Of Work: Hiring of Services of Material for Celebration Of 8 th International Day Of Yoga To Be Held On 21 st June, 2022 at Plaza Sector 17, Chandigarh							
Contract No:							
Bidder Name :							
<u>PRICE SCHEDULE</u>							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate (per unit)	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8
1.00	NAME OF THE ITEMS						
1.01	Flowers for Stage decoration						
1.02	Yoga Mats measuring 6ft. x 2 ft. having thickness 5 mm, Ethylene Vinyl Acetate (EVA) to be fixed with tapping						
1.03	Yoga T-Shirts , white colour, round neck with Logo of IDY on Front & Directorate of AYUSH, Chandigarh Administration text on Back (Medium, Large, Extra Large and Double Extra Large) mercerized combed cotton as per requirement. (30% Polyester, 70% Cotton)						
1.04	Main Backdrop (Size 32' x12') 384 Blockout Flex + 1" MS Pipe						
1.05	Stage Front (Size 32' x 4') 128 Blockout Flex + 1" MS Pipe						
1.06	Flex board (Size 10' x 4') 320 Blockout Flex + 1" MS Pipe						
1.07	Flex board (Size 10' x 8') 1440 Blockout Flex + 1" MS Pipe						

1.08	Yoga Stage Backdrop (Size 24' x 10') 240 Blokout Flex + 1" MS Pipe						
1.09	Yoga Stage Front (Size 24' x 3') 72 Blokout Flex + 1" MS Pipe						
1.10	Flex Board (Size 12' x 4') 672 Blokout Flex + 1" MS Pipe						
1.11	Flex Banner (Size 7' x 4') 28						
1.12	Flex with Frame (size 50' x 8' Sq. ft.) 400 In facia of VIP Hanger						
1.13	Screen for live i.e. LED screens (8 nos.) (Size 12' x 8') 96						
1.14	Plasma T.V (3 nos.)						
1.15	Videographer with tripod (4 nos.)						
1.16	Sound system with Mic						
1.17	Still camera etc. (2 nos.)						
1.18	Audio, Video, Electrical cables as per site requirement						
1.19	Sound Speaker						
1.20	Foot Monitor						
1.21	Sound Mixer						
1.22	Amplification						
1.23	Podium Mike						
1.24	Laptop with Audio Cabling						
1.25	Cordless Mike						
1.26	Tripod/Truss for speaker						
1.27	Genset (with Diesel) 125 K/Wt. for 21.06.2022 & including Rehearsal on 20.06.2022						
1.28	Green Carpet						
1.29	Red Carpet.						
1.30	Single Seater VIP sofa – 3 Nos. & Centre Tables – 3 Nos.						
1.31	H. Back Chair with white cover						

1.32	50 B/Chair with White covers						
1.33	4 Fans (Faratta -Silent) for Main Stage & VIPs Yoga (enclosure)						
1.34	Main Stage (32' x 20' Height 4 ft. with side masking and carpeting)						
1.35	Yoga Stage (24' x 20' Height 3 ft. with side masking and carpeting)						
1.36	Media Stage (16x4. Height 1 ft.), (16x4. Height 2 ft.), (16x4. Height 3 ft.)						
1.37	LED Platform 12' x 4' Ft. Height with all side masking (10))						
1.38	Mojjo Barricading						
1.39	Aluminum Hanger structure Size 60ft. x50ft.						
1.40	Portable Chemical Toilet with installation						
1.41	For Medical Camp - Table, Chair, Lights, Power Point, 2 Carpets, 2 Podium						