



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान तिरुपति

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH TIRUPATI

(An Autonomous Institute under Ministry of Education, Govt. of India)

Transit Campus: C/o. Sree Rama Engineering College,

Karakambadi Road, Tirupati – 517 507

(www.iisertirupati.ac.in)

TENDER DOCUMENT

FOR

EMPANELMENT OF NEWS PAPER ADVERTISING AGENCY

INDEX

| Sr. No. | Particulars | Page Nos. |
|----------------|---|------------------|
| 1 | Tender Notice | 3 |
| 2 | Instructions for online bid submission | 5 |
| 3 | Technical Bid | 8 |
| 4 | Financial Bid: - Financial bid is for reference only, discount to be quoted only in the excel sheet on e- procurement portal and submit accordingly. | 12 |
| 5 | Terms and conditions of the tender & general information | 13 |
| 6 | Covering Letter | 18 |
| 7 | Details about present and past clients | 18/A |
| 8 | Affidavit | 19 |
| 9 | Acceptance Certificate | 20 |
| 10 | Draft Agreement | 21 |

TENDER NOTICE

TENDER FOR EMPANELMENT OF NEWS PAPER ADVERTISING AGENCY [Advt. No. 28/2020: IISERT/ Advt_Agency/16-10-2020]

The Indian Institute of Science Education and Research Tirupati is an autonomous Institute under Ministry of Education, Government of India.

The Director, IISER Tirupati invites online bids (**e-Tender**) in two bid system for Empanelment of News Paper Advertising Agency.

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal [https://:eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) or Institute website www.iisertirupati.ac.in and bid is to be submitted **online only** through the E-procurement portal up to the last date and time of submission of tender. No manual bids will be accepted.

Technical Bid and **Financial Bid in excel sheet** should be submitted in the E-procurement portal. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91- 8826246593.

Important Dates of Tender:

| Sr. | Particulars | Date | Time |
|------------|---|-------------|-------------|
| 1 | Date of Online Publication / Download of Tender | 20-10-2020 | 17:30 hrs. |
| 2 | Pre-Bid Meeting (online mode) | 27-10-2020 | 15.30 hrs. |
| 3 | Bid Submission Start Date | 29-10-2020 | 15:00 hrs. |
| 4 | Bid Submission Close Date | 12-11-2020 | 15:00 hrs. |
| 5 | Closing date & time for Submission of original EMD & Tender Fee / Exemption Related Certificates, documents | 12-11-2020 | 15:00 hrs. |
| 6 | Opening of Technical Bids | 13-11-2020 | 15:00 hrs. |

IISER Tirupati will be conducting a Pre-bid conference through online mode on 27/10/2020 from 03:30 PM to 04:30 PM (IST). All prospective bidders are requested to kindly send their queries through email at purchase@iisertirupati.ac.in so as to reach latest by 26/10/2020 at 1700 hrs. Clarifications to all the queries received before the due date will be given during the Pre-Bid Meeting and only the queries which remain unclarified (or) the queries which have an impact on the change in technical specifications will be mentioned in the minutes of the pre-bid meeting and the same will be uploaded on our website and CPPP portal. No queries will be entertained after the Pre-bid meeting. In the event of all queries received being clarified during the pre-bid & if there are no changes in the technical specifications then nil report will be uploaded in the website and CPPP portal.

The Google Meet id will be sent via email to the vendors interested in attending the Pre-Bid conference upon their request. Vendors interested must send a request for access to Pre-Bid conference at purchase@iisertirupati.ac.in. Bidder attending Pre-Bid conference via Google Meet must ensure of active and uninterrupted high speed internet connection with a working

microphone and camera from their end. In case of frequent disconnection (or) bad connection, IISER Tirupati will not be responsible for the same and no further correspondence will be entertained post the date of Pre-Bid meeting.

Amendment to Bidding Documents:

At any time prior to the due date for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by an amendment.

All prospective bidders who have downloaded the Tender Document should see the Institute's website from time to time to know about the changes / modifications in the Tender Document. The changes / modifications would also be hosted on the website of the Institute and all prospective bidders are expected to see the website before formulating and submitting their bids to take cognizance of the amendments.

The Director, IISER Tirupati reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all tenders at any stage without giving any notice or assigning any reason and is not bound to accept the lowest tender keeping in view the Interest of the Institute. The decision of the Director, IISER Tirupati in this regard shall be final and binding on all.

REGISTRAR

INSTRUCTIONS FOR ONLINE BID SUBMISSION

This tender document has been published on the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website www.iiserTirupati.ac.in . The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

REGISTRATION:

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder shall then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
7. The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
8. The Institute will not be responsible for any type of technical issue regarding uploading of Tender on website.

SEARCHING FOR TENDER DOCUMENTS:

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
4. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
5. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
6. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

- 7. Financial Bid to be submitted in excel sheet. Financial bid at Page No. 12 is for reference only, Discount to be quoted only in the excel sheet on e-procurement portal and submit online accordingly.**

ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 91-88262465**

TECHNICAL BID

TENDER FOR EMPANELMENT OF NEWS PAPER ADVERTISING AGENCY
[Advt. No. 28/2020: IISERT/ Advt_Agency/16-10-2020]

**PROFORMA FOR EVALUATION OF TECHNICAL PERFORMANCE OF
THE TENDERING AGENCY / FIRM / COMPANY**

Ref.: Advertisement for Tender published in the _____
dated _____ in connection with empanelment of newspaper advertising agency at
IISER Tirupati.

| Sr. No. | Required information | Mention Details (Do not state <u>attached</u> <u>/ enclosed</u> / <u>refer attached document</u> etc.). Attach relevant documents and highlight relevant portion of the document. |
|--------------------|---|--|
| 1. | Name of the agency / firm / company Website | Name: _____ _____ : _____ |
| 2. | Address of the agency / firm / company of Tirupati office (Submit proof - Lease agreement / Electricity Bill/s / Corporation Tax Payment Receipt/s). Agency / firm / company should have its functional office in Tirupati at least for a period of one year as on closing date of the tender. Attach stated proof/s accordingly which must establish a fact that it has office in Tirupati area since last one year. | |
| 3. | Details of the Contact Person | Name: _____ Designation: _____ Mobile: _____ Email : _____ |
| 4. | Date of establishment of agency / firm / company (Submit proof) | |

| | | |
|----|---|-------------------------|
| 5. | Legal status - (individual, proprietary, partnership firm, limited company, corporation, etc.- Submit proof) | |
| 6. | <p>Statutory details (Photocopies to be submitted):</p> <p>a] Registration number of the firm for the Tirupati (Issued under Andhra Pradesh Shops and Establishments Act.).</p> <p>b] Registration number issued by Registrar of Companies (if any) -</p> <p>c] PAN</p> <p>d] GST - Registration number.</p> | <hr/> <hr/> <hr/> <hr/> |
| 7. | <p>Agency / firm / company should have Indian Newspaper Society (INS) accreditation for a period of one year as on closing date of tender.</p> <p>Copy of self-attested accreditation certificate to be submitted to ascertain accreditation status.</p> | |
| 8. | <p>Agency / Firm/ Company should have minimum 3 years of experience in providing newspaper advertising related services to Central / State - Government Organization / Institute / University.</p> <p>Submit details of present and past clients in the format provided (Annexure-I). Please attach client certificates on their letterhead which should have details about the type of advertising related services provided (Recruitment / Tender / Admission etc.), a period of the contract awarded and Financial turnover during the contract period. Certificate/s having inadequate details shall not be considered and the bid shall be liable for rejection.</p> <p>Please do not submit Work Orders / Agreements / Purchase Orders.</p> <p>Client certificate as stated only shall be considered.</p> | |

| | | |
|-----|--|---|
| 9. | <p>Agency / firm / company should be a profit-making concern for the last three financial years, with minimum annual turnover of Rs. 20,00,000/- in the newspaper advertising related services alone for each of the last 3 financial years.</p> <p>Turnover Certificate specifically having mention of “Turnover from newspaper advertising related services alone” duly certified by the Chartered Accountant only to be submitted.</p> <p>Please do not submit copies of balance sheet / IT returns which shall not be considered.</p> | <p>1] 2017-18: _____</p> <p>2] 2018-19: _____</p> <p>3] 2019-20 : _____</p> |
| 10. | <p>The tender shall be signed by the sole proprietor / owner and his / her full name and status be indicated below the signature along with official stamp of the agency/firm/company.</p> <p>In case the tender is signed by the person other than the sole proprietor / owner, authorization given by the Executive Body authorizing the officer / partner for signing the tender documents for this tender to be submitted on letter head.</p> | <p>Is tender signed by proprietor / owner? : Yes / No</p> <p>Authorization : Submitted / Not Submitted / Not Applicable since signed by the sole proprietor / owner</p> |
| 11. | <p>Submit affidavit in the prescribed format (Annexure-II) on non-judicial stamp paper of Rs. 100/- duly attested by a Magistrate / Notary Public.</p> <p>The agency should neither have been debarred and / or blacklisted by any Central / State Govt. Departments / Universities / Educational Institutions / Organizations etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law.</p> | <p>Submitted / Not Submitted</p> |
| 12. | <p>Submit acceptance certificate (Annexure-III) on a letter head in the prescribed format.</p> | <p>Submitted / Not Submitted</p> |
| 13. | <p>All pages of the tender and draft agreement to be signed.</p> | <p>Yes / No</p> |

| | | |
|-----|---|--|
| 14. | Tender Fee (Non Refundable) to be submitted in the form of Demand Draft of Nationalized Bank / Scheduled Bank having minimum three months validity. (Refer section "Terms and conditions of the tender & general information") | DD/Pay Order No. _____ dated _____ for Rs. 1180/- (Rupees One Thousand One Hundred Eighty Only [Rs. 1000 + 18% GST]) drawn on Nationalized / Scheduled Bank (name of the Bank) in favour of "Director, IISER Tirupati" payable at Tirupati (Soft copy to be submitted with Technical Bid) |
| 15. | Earnest Money Deposit (EMD) to be submitted in the form of Demand Draft of Nationalized Bank / Scheduled Bank having minimum three months validity. (Refer section "Terms and conditions of the tender & general information") | DD/Pay Order No. _____ dated _____ for Rs. 35,000/- (Rupees Thirty-Five Thousand Only) drawn on Nationalized / Scheduled Bank (name of the Bank) in favour of "Director, IISER Tirupati" payable at Tirupati (Soft copy to be submitted with Technical Bid) |

Signature

Name : _____

Designation : _____

Seal of agency/firm/company

FINANCIAL BID IS FOR REFERENCE ONLY, DISCOUNT TO BE QUOTED, ONLY IN THE EXCEL SHEET ON E-PROCUREMENT PORTAL AND SUBMIT ONLINE ACCORDINGLY.

FINANCIAL BID

Providing services as per the “Scope of the Work” enumerated under **Terms and Conditions of the Tender & General Information at Sr. 2.**

Institute shall bear the liability of statutory taxes / charges as applicable from time to time on the bills payable by the Institute. TDS will be recovered as per the prevailing rate.

| Sr. No | Discount on DAVP price per sq. cm. |
|--------|---|
| 1 | _____ % Percentage In Words : _____ |

The percentage of discount quoted shall remain valid during the tenancy of contract including subsequent extensions. Conditional bid shall be liable for rejection.

TERMS AND CONDITIONS OF THE TENDER & GENERAL INFORMATION

1. TERMS AND CONDITIONS

- i. Agency / firm / company should have its functional office in Tirupati area at least for a period of one year as on closing date of the tender.
Attach stated proof/s accordingly, which must establish a fact that it has office in Tirupati area since last one year as on closing date of the tender.
- ii. Scanned copy of Tender Fee and EMD in favour of The “Director, IISER Tirupati” must be uploaded with the Technical Bid.
Agency / firm / company exempted from payment of Tender Fee / EMD must upload requisite documents in support of their claim.

Original Tender Fee & EMD OR photocopies of the Exemption Related Certificates / Documents are also needs to be submitted in a sealed envelope by due date at the following address with covering letter having tender details:

Assistant Registrar (Administration)
Indian Institute of Science Education and Research Tirupati Transit Campus:
C/o. Sree Rama Engineering College,
Karakambadi Road, Tirupati – 517 507
Tirupati-517507

Tender received without Tender Fee, EMD OR Exemption Related Certificates / Documents as per requirement will be summarily rejected.

- iii. At the first stage, the Technical Bids shall be opened on due date and technical evaluation shall be carried out based on the Technical Bid Proforma, documents submitted in support, tendered terms, conditions, eligibility etc. Tenderer who submits Financial Bid with Technical Bid shall be disqualified.
- iv. Discount at DAVP price per sq. cm. to be quoted only in the excel sheet on e-procurement portal and submit accordingly.
- v. Bid Validity: 180 Days.
- vi. Bidders technically disqualified shall be intimated.
- vii. The Financial bids of only those tenderers will be opened who are declared qualified by the Technical Evaluation Committee.
- viii. If tenderer quote NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- ix. In case of multiple tenderer emerging as Higher I (H I), the contract shall be then awarded to the tenderer amongst H I with highest average annual turnover of last three years.

- x. The tender is not transferable under any circumstances.
- xi. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the tenderer.
- xii. Tender in any form other than the prescribed form issued by IISER Tirupati shall not be considered and will be summarily rejected.
- xiii. Earnest Money Deposit (EMD) of Agency / Firm / Company who withdraws tender during the intervening period shall be forfeited.
- xiv. Institute may seek confidential feedback from any/all clients of the bidder at any stage before / after opening of Technical/Financial bid and may take decision based on client feedback.

2. Scope of the work:

- a. Provide Artwork (Color and or Black & White / English/Hindi and all regional languages as per the requirement of the Institute) of the advertisement contents based on the input received from the Institute officials. As per the requirement, contracting agency will provide multiple options of the art work to be finalized based on the approval of the Institute Officials. This will also include all correction(s) as per the requirement during the process of finalization to publication of the advertisement.
 - b. To do all related work such as spelling correction, grammar checking, composing economically, flawless layout, artwork etc. for the advertisement release and to adhere to the timeline of release.
 - c. The agency should have media and design facilities and translation facility needed to prepare layouts for print media.
 - d. Giving assistance in preparation of media plan, providing details of various publications across given geographical area and its quotations as per the DAVP rate.
 - e. Exchange of requirement and information shall be done through email communication. However, Advertising Agency official may be invited any time at the Institute.
 - f. Publication of advertisement as approved by the Institute in the given newspapers as per the quotation approved by the Institute.
3. The award of work will initially be given for a period of one year and reviewed for extension for another year(s) subject to satisfactory performance and as per the requirement of the Institute at the discretion of Competent Authority of IISER on the same terms and conditions.
4. The contracting agency/firm/company shall provide services continuously as per the award of contract.
5. The contracting agency/firm/company shall not be allowed to transfer, assign,

pledge or sub-contract its responsibilities, rights and liabilities under this contract to any other agency/firm/company without prior written consent of IISER.

6. The contracting agency/firm/company shall get suitable instructions from the Registrar / Designated Official of IISER and shall provide the services promptly as per requirement.
7. The contracting agency/firm/company shall abide by the rules and regulations of State / Central Government authorities particularly applicable to the business and shall have requisite licenses, sanctions, registration, accreditation which should be valid during the tenure of contract.
8. In case required services are not provided by the contracting agency on time, IISER will be free to get the work done from any other agency from open market and the expenses on this account will be debited to the contracting agency which will be recovered from the dues / pending bills, performance security deposit etc.
9. The successful agency / firm / company shall assign a designated official who shall be responsible for immediate interaction with IISER designated official so that optimal services could be availed without any disruption. The designated official of the agency / firm / company should be available round the clock on his own direct telephone (office as well as residence & mobile) so as to respond to the call for services in emergent cases. The supervisor should be accessible on Holidays / Weekly Off also for satisfying IISER requirements.
10. The contracting agency / firm / company shall submit its bills along with the copies of the bills of the respective publication/s and original page/s of the publication on which the advertisement appeared within 30 days to the IISER official through whom the advertisement was given. On total bill of publications, contracting agency / firm / company will offer the discount as offered in the Financial Bid.
11. Payment against Bill shall be made only after satisfactory services to be certified by the concerned IISER official. No interest will be payable on the nonpayment due to delayed submission of bills and non-satisfactory services. No advance payment will be made. The payment will be made by local crossed cheque / bank transfer within 15 days from the date of receipt of bill.
12. The agency / firm / company shall be liable for depositing all taxes, levies, cess, etc. on account of services rendered by it to IISER to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
13. The T.D.S. shall be recovered at prevailing rate from the bills in accordance with the provisions of Income Tax Department and a certificate to this effect shall be issued by IISER to the contracting agency.
14. In case, the agency / firm / company fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IISER Tirupati is put to any loss / obligation, monetary or otherwise, IISER Tirupati shall be entitled to get

itself reimbursed out of the outstanding bills / performance security deposit to the extent of the loss or obligation in monetary terms.

- 15.** The successful tenderer will have to execute an agreement with IISER Tirupati broadly covering scope of work, requirements, terms and conditions of the services to be provided to the IISER on a non-judicial stamp paper of appropriate value, the cost of which will be borne by the successful agency/firm/company. The draft of the agreement is appended to this Tender Document.
- 16.** The successful tenderer will have to deposit a Performance Security Deposit of Rs. 1,00,000/- (Rupees One Lakh Only) in the form of Performance Bank Guarantee (PBG) of any nationalized Bank / Scheduled bank in favour of "Director, IISER Tirupati". This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract.
- 17.** The contract may be terminated in any of the following contingencies:
 1. On giving one-month notice by IISER Tirupati. OR
 2. On the expiry of the contract, without any notice. OR
 3. On giving one-month notice by IISER Tirupati at any time during the tenancy of contract, in case the services rendered by the Advertising Agency are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for services. OR
 4. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Advertising Agency to any third party for sub-letting the whole or a part of the contract to any third party. OR
 5. On Advertising Agency being declared insolvent by the competent Court of Law without any notice.

In case of termination of contract on the grounds mentioned at Sr. No 3 & 4 above OR in case Advertising Agency decides to conclude the contract before the expiry of initial twelve months contract period, the Institute shall forfeit the Bank guarantee and the Advertising Agency shall not have any claim/right against the Institute.

In case of extension beyond initial period of one year, Advertising Agency will have an option to conclude the contract by giving three months' notice in writing during the contract period.

Provided that during the notice period for termination of the contract, in the situations stated above, the Advertising Agency shall keep on discharging its duties as before till the expiry of notice period.

18. Penalties and Termination:

| S No. | Description | Penalty (in %age of contract value) |
|--------------|---|---|
| 1. | Failure in Publishing the routine advertisement on scheduled date. | Rs. 2,000/- per day will be imposed. |
| | Failure in Publishing day specific advertisement on a particular day such as National Holidays. | Cancellation of the order along with forfeiture of PBG. |
| 2. | Error in routine publication. | 0.25% and the service provider shall also arrange for publication of corrigendum at their own cost. |
| | Error in Publishing day specific advertisement on a particular day such as National Holidays. | Cancellation of the order along with forfeiture of PBG. |

19. In case of Dispute or difference arising between the IISER Tirupati and contracting agency relating to any matter arising out of or connected with this contract, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director IISER Tirupati, if he is unable / unwilling to act, to the sole arbitration or some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

20. In case of any dispute, only Tirupati Courts will have jurisdiction.

21. The Director, IISER Tirupati reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all tenders at any stage without giving any notice or assigning any reason and not bound to accept the lowest tender keeping in view the Interest of the Institute. The decision of the Director, IISER Tirupati in this regard shall be final and binding on all.

COVERING LETTER
(To be submitted with technical bid on letter head)

The Registrar

Indian Institute of Science Education and
Research, (IISER) Tirupati, Tirupati 517507

Subject: Tender for empanelment of newspaper advertising agency

Reference: Tender Notice published in Daily newspaper / Institutes website / CPP
Portal dated_____

Sir,

With respect to the tender notice published in above mentioned Daily newspaper /
Institutes website / CPP Portal, I / We hereby submit my / our tender in a required
format.

I / We will adhere to the requirements prescribed by IISER Tirupati. I / We have
carefully gone through the requirements, evaluation criteria, terms and conditions and
prescribed formats carefully and I / We accept the same without any
alterations/modifications.

Yours Sincerely,

Signature: _____

Name: _____

Designation: _____

Seal of agency/firm/company

DETAILS OF PRESENT AND PAST CLIENTS
(If required use separate sheet without changing the format)

Please attach client certificates on their letterhead which should have details about the type of advertising related services provided (Recruitment / Tender / Admission Advertisements etc.), a period of the contract awarded and Financial turnover during the contract period. Certificates having inadequate details shall not be considered and the bid shall be liable for rejection

| Sr. No. | Name & Address of Client (s) (Do not use abbreviations) | Period of contract (From - To) (DD/MM/YYYY) | Type of advertising related services provided | Financial Turnover during the contract period | Remarks (if any) |
|----------------|--|--|--|--|-------------------------|
| | | | | | |
| | | | | | |

Signature : _____

Name : _____

Designation : _____

Seal of contracting agency/firm/company

*(To be furnished on **non-judicial stamp paper of Rs. 100/-** duly attested
by a Magistrate/Notary Public)*
(To be submitted along with technical bid)

AFFIDAVIT

I/We (Name)_____Contractor / Partner
/ Sole Proprietor (strike out which is not applicable of (Firm)_____do
hereby solemnly affirm and declare that the individual/firm/company is not black listed
by any Government Department / Autonomous body / Private Organization.

Further, no litigation enquiry is pending and / or initiated by any Government
Department / Autonomous body / Private Organization or Court of Law.

DATE, THE ___ day of _____, 2020

DEPONENT

ADDRESS _____

VERIFICATION

Verified that the content of above affidavit is true and correct to the best of my/our
knowledge and belief. No part of it is false and nothing has been kept concealed there
from.

DATE, THE ___ day of _____, 2020

DEPONENT

ACCEPTANCE CERTIFICATE
(To be submitted along with technical bid on letter head)

I..... (Designation)..... of
(Name of the Agency / Firm / Company)
..... have read and understood and hereby accept the terms and
conditions of the tender for Empanelment of News Paper Advertising Agency

Signature : _____

Name : _____

Designation : _____

Seal of agency/firm/company

Date:

Place:

DRAFT AGREEMENT
(Shall be finalized on award of contract)

AGREEMENT

This agreement is made and entered into at Tirupati on **October ##, 2020**.

BETWEEN

Indian Institute of Science Education and Research Tirupati having its Office at Sree Rama Engineering College Campus, Rami Reddy Nagar, Karakambadi Road, Mangalam (B.O), Tirupati - 517 507 (hereinafter referred to as **INSTITUTE**) being "The Party of the First Part".

AND

_____ having its registered office at _____ (hereinafter referred to as **Advertising Agency**) being "The Party of the Second Part".

Whereas **INSTITUTE**, an Autonomous organization, under the Ministry of Human Resource Development, Govt. of India is in need of Advertising Agency for recruitment, tender, admission, event publicity etc. related advertisements on local / national level.

Whereas Advertising Agency is engaged and running the business of publishing newspaper advertisements and has necessary permissions, accreditations, resources, skills and expertise in the field.

And whereas Advertising Agency undertakes to provide newspaper advertising services to the **INSTITUTE** as per the terms and conditions agreed upon by both the parties.

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS: -

SCOPE, TERMS AND CONDITIONS:

1. Scope of the Work:

- a. Provide Artwork (Color and or Black & White / English/Hindi and all regional languages as per the requirement of the Institute) of the advertisement contents based on the input received from the Institute officials. As per the requirement, contracting agency will provide multiple options of the art work to be finalized based on the approval of the Institute Officials. This will also include all correction(s) as per the requirement during the process of finalization to publication of the advertisement.
- b. To do all related work such as spelling correction, grammar checking, composing economically, flawless layout, artwork etc. for the advertisement

release and to adhere to the timeline of release.

- c. The agency should have media and design facilities and translation facility needed to prepare layouts for print media.
 - d. Giving assistance in preparation of media plan, providing details of various publications across given geographical area and its quotations as per the DAVP rate.
 - e. Exchange of requirement and information shall be done through email communication. However, Advertising Agency official may be invited any time at the Institute.
 - f. Publication of advertisement as approved by the Institute in the given newspapers as per the quotation approved by the Institute.
2. The Advertising Agency shall use the Data / Contents / Logo of the Institute only for the disposal of the scope of work and shall neither use the same for any other purpose nor will give it to any other entity.
The advertising agency will take all necessary precautions to avoid misuse of the Institute Logo.
The Advertising Agency acknowledges that monetary compensation may not be a sufficient remedy for the misuse of the Institute Logo / Data and that Institute shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief, as may be deemed proper if it is proved as a consequence of negligence on the part of Advertising Agency.
3. **Duration** of the contract shall be initially for one year effective from _____, 2020 to _____, 2021, subject to appraisal and review by the **INSTITUTE** authorities from time to time.
4. **The contract may be terminated in any of the following contingencies:**
1. On giving one-month notice by IISER Tirupati. OR
 2. On the expiry of the contract, without any notice. OR
 3. On giving one-month notice by IISER Tirupati at any time during the tenancy of contract, in case the services rendered by the **Advertising Agency** are not found satisfactory and in conformity with the terms and conditions of the contract and the standard prescribed for this services. OR
 4. On assigning of the contract or any part thereof or any benefit or interest therein or there under by the **Advertising Agency** to any third party for sub-letting the whole or a part of the contract to any third party. OR
 5. On **Advertising Agency** being declared insolvent by the competent Court of Law without any notice.

In case of termination of contract on the grounds mentioned at Sr. No 3 & 4 above OR in case **Advertising Agency** decides to conclude the contract before the expiry of initial twelve months contract period, the Institute shall forfeit the Bank guarantee and the **Advertising Agency** shall not have any claim/right against the Institute.

In case of extension beyond initial period of one year, **Advertising Agency** will have an option to conclude the contract by giving three months' notice in writing during the contract period.

Provided that during the notice period for termination of the contract, in the situations stated above, the **Advertising Agency** shall keep on discharging its duties as before till the expiry of notice period.

6. **Requests for Services:** INSTITUTE designated officials from respective sections will deal with the designated officials of the ADVERTISING AGENCY as per the scope of the work.
7. **Submission of Bills:** The Advertising Agency shall submit its bills along with the copies of the bills of the respective publications and original page of the publication on which the advertisement was appeared within 30 days to the Institute official through whom the advertisement was released.
8. **Payment of Bills:** Payment against Bill shall be made only after satisfactory services to be certified by the concerned Institute official. No interest will be payable on the nonpayment due to delayed submission of bills and non-satisfactory services. No advance payment will be made. The payment will be made by local crossed cheque / bank transfer within 15 days from the date of receipt of bill. Advertising Agency will give % (fifteen percent) discount at DAVP price per. Sq. cm. The percentage of discount shall remain valid during the tenancy of contract including subsequent extensions.

9. Penalties and Termination:

| S No. | Description | Penalty (in %age of contract value) |
|-------|---|---|
| 1. | Failure in Publishing the routine advertisement on scheduled date. | Rs. 2,000/- per day will be imposed. |
| | Failure in Publishing day specific advertisement on a particular day such as National Holidays. | Cancellation of the order along with forfeiture of PBG. |
| 2. | Error in routine publication. | 0.25% and the service provider shall also arrange for publication of corrigendum at their own cost. |
| | Error in Publishing day specific advertisement on a particular day such as National Holidays. | Cancellation of the order along with forfeiture of PBG. |

10. The Income Tax (T.D.S.) shall be recovered at prevailing rate from the bills in accordance with the provisions of Income Tax Department and a certificate to this effect shall be issued by the Institute.
11. The Advertising Agency shall not be allowed to transfer, assign, pledge or sub-contract its responsibilities, rights and liabilities under this contract to any other agency/firm/company without prior written consent of the Institute.
12. The Advertising Agency shall abide by the rules and regulations of State / Central Government authorities particularly applicable to the business and shall have requisite licenses, sanctions, registration, accreditation which should be valid during the tenure of contract.
13. In case required services are not provided by the Advertising Agency on time, Institute will be free to get the work done from any other agency from open market and the expenses on this account will be debited to the contracting agency which will be recovered from the dues / pending bills, performance security deposit etc.
14. The Advertising Agency shall assign a designated official who shall be responsible for immediate interaction with Institute designated officials so that optimal services could be availed without any disruption. The designated official of the Advertising Agency should be available round the clock on his/her own direct telephone (office as well as residence & mobile) so as to respond to the call for services in emergent cases. The Advertising Agency designated official should be accessible on Holidays / Weekly off also for satisfying Institute requirements.
15. The Advertising Agency shall be liable for depositing all taxes, levies, cess, etc. to concerned tax collection authorities from time to time as per extant rules and regulations on the matter on account of services rendered by it to the Institute.
16. In case, the Advertising Agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof Institute is put to any loss / obligation, monetary or otherwise, Institute shall be entitled to get itself reimbursed out of the outstanding bills / performance security deposit of the Advertising Agency to the extent of the loss or obligation in monetary terms.
17. The Advertising Agency will deposit a Performance Security Deposit of Rs. 1,00,000/- (Rupees One Lakh Only) in the form of Performance Bank Guarantee (PBG) of any nationalized Bank / Scheduled bank in favour of "Director, IISER Tirupati" within 15 days from the date of signing this agreement. This PBG shall cover entire period of contract and shall remain valid for a period of 60 days beyond the period of contract.
18. In case of Dispute or difference arising between the Advertising Agency and Institute relating to any matter arising out of or connected with this contract, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director IISER Tirupati, if he is unable / unwilling to act, to the sole arbitration or some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

19. In case of any dispute, only Tirupati Court will have jurisdiction.

20. Each party represents that it has the power and authority to enter this agreement and perform obligations hereunder and to execute this agreement and that the individual signing this agreement on its behalf has the authority to execute and deliver this agreement.

(Authorized Signatory)

PARTY OF THE SECOND PART-
Advertising Agency

Registrar
(Authorized Signatory) Indian
Institute of Science Education and
Research Tirupati PARTY OF THE
FIRST PART- **INSTITUTE**

WITNESS

WITNESS

Signature_____

Signature_____

Name_____

Name_____

Address_____

Address_____
