

# Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur

Tender Price: Rs. 500 +GST (@18%)

<p style="text-align: center;"><b>Tender No. 553/Committee/Adv.Entrance Exam./2022</b> <b>30.04.2022</b> <b>For</b> <b>Empanelment of Advertising Agencies</b></p>
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## Section I - Invitation for Bids

### 1.1. Introduction of the Project

- a. Online Tenders are invited for Empanelment of advertising agencies for and on behalf of the Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur, from reputed, registered, experienced, financially sound and INS (Indian Newspaper Society) accredited Advertising Agencies/Companies /Firms having annual turnover more than INR 3.00 crores so that their services could be taken to release of advertisements/tender notices on specified date in different National, Regional and local Newspapers after suitable designing and formatting in a specific space & languages. The period of Empanelment of advertising agency would be for two year and further extendable by two more years at the discretion of the University Management and subject to satisfactory performance of agency.
- b. The e-Bid document is available on e-tender portal <http://etender.up.nic.in>. Interested Bidders may download the e-Bid document, corrigendum and clarifications from the e-tender portal.
- c. The e-Bids shall be submitted **online only** on e-tender portal <http://etender.up.nic.in>., up to the date and time mentioned in the e-bid document.

#### **About the RFP Document**

- a. This RFP provides information regarding the Procurement, Scope of Work, Technical requirements and other related information to the Bidder(s).
- b. It details the General Terms & Conditions with respect to the Bid process management to be adopted for the proposed Project.
- c. The RFP contains the Agreement template outlining the contractual and legal terms & conditions applicable for the proposed engagement.
- d. As should be clear from the Scope of the proposed Project, University seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and The Bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Earnest Money Deposit (EMD).

## 1.4 Key Events & Dates

RFP Document in the website: <http://etender.up.nic.in>.

Sr.No.	Events	Date and Time
1	Uploading/Publication of Tender Document	02.05.2022 at 02.00 PM
2	Downloading of Tender Document	02.05.2022 at 02.00 PM
3	Last date of bid submission	14.05.2022 at 03.00 PM
4	Bid Security / Earnest Money Deposit (EMD).	INR Rs. 1,00,000.00 (Rs. One Lac Only) is to be paid through Internet Banking/NEFT / RTGS.
5	Tender Fee	INR Rs. 500.00 (Rupees Five Hundred Only) + GST(@18%) is to be paid through Internet Banking/NEFT / RTGS.

## 1.5. Amendment of RFP Document

At any time till one days before the deadline for submission of Bids, the Authority may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be informed through the e-tender portal <https://etender.up.nic.in>. All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates.

## SECTION II: ELIGIBILITY CRITERIA

**2.1.** The invitation for bids is open to all entities registered in India who fulfill qualification criteria as specified below:-

- i. The Tenderer Agency should be a sole proprietary concern / partnership firm or company.
- ii. The Tenderer Agency should be fully accredited with INS and after obtaining INS accreditation agency should have at least 20 years' experience with any Govt. Departments/PSUs/similar.
- iii. Franchise is not permitted and application submitted by franchise will not be entertained.
- iv. Agency should have minimum 20 years experience of doing advertising work for any Government/Department/PSUs or similar.
- v. The Tenderer Agencies annual Turnover should be minimum of Rs.3 (Three) crores during the last two financial years i.e. 2018-19 & 2019-20.
- vi. The Tenderer Agency should have latest INS accreditation certificate issued in this calendar year to confirm that the agency is still accredited and not being discredited.
- vii. The Tenderer Agency should be registered with the competent authority for GST, PAN etc.
- viii. The Tenderer Agency should be an Income Tax assessee having filed its Income Tax returns for the last 2 assessment years (2018-19 - 2019-20).
- ix. The Tenderer agency should have Head office in Lucknow with proper infrastructure since last 20 years to undertake the assignment.
- x. The Tenderer agency will continue to strictly abide by all norms of eligibility for accreditation as set out in the INS rules and regulations on accreditation of advertising agency. (Latest INS accreditation certificate should be attached)

- xi. Even though bidders may satisfy the above requirements, they may be disqualified if they have:
  - a. Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
  - b. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
  - c. Tenderers/agency who have been blacklisted or otherwise debarred by any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.
  - d. Any Tenderer/agency whose contract with any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period or empanelment at any point of time during last five years, will be ineligible.
  - e. Tenderer/agency whose Earnest Money Deposit and/or Security Deposit has been forfeited by any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
  - f. If the proprietor /any of the partners of the Tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.
  - g. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Tenderer disqualified.
  - h. The Bidder should have submitted EMD amount as mentioned in the RFP.

### **SECTION III- SCOPE OF WORK**

- 3.1 Provide services for release of Advertisement/ Tender Notices in different Newspapers on the specific date after designing and formatting the text of Advertisement/ Tender Notices so that this could fit to be published in specific space in English & Hindi or language of Newspaper.
- 3.2 The Agency will also help to translate the English version script to Hindi language.
- 3.3 The University does not guarantee any definite volume of work or any particular pattern of service at any time or throughout or during the concurrency of the empanelment. The mere mention of any item of work in this contract does not by itself confer a right and/or confirm any right to the agency/contractor to demand that the work/services relating to the present contract should necessarily or exclusively be entrusted to him.**

### **SECTION IV- GENERAL TERMS & CONDITIONS**

- 4.1. AGREEMENT:** The contract would be initially for a period of two year from the date of contract which can be extended for another by two more years on the same terms and conditions with the mutual consent of both the parties and satisfactory performance of the Agency. However University reserves the right to terminate the contract / empanelment at any time even before the contractual period provided the Agency failed to render the services to the satisfaction of the University or has acted in violation of any other statutory law or act or for any misdeed or misconduct or violation of any terms and conditions of the contract and in all these cases the security furnished shall be forfeited.
- 4.2. SUBLETTING:** The Agency shall not sublet, transfer or assign the contract or any part

thereof. In the event of the Agency contravening this condition the University shall be entitled to terminate the empanelment of the agency and forfeit of the security.

**4.3. EARNEST MONEY:** The agencies shall have to submit an Earnest Money Deposit (EMD) of Rs. **1,00,000.00 (Rs. One Lakh Only)** and Tender Fee of Rs.500/- +GST. It is to be paid **through Internet Banking/NEFT / RTGS. The bidder is required to upload the scanned copy of their e-transaction details.** The EMD of unsuccessful tenderers shall be returned to them within one month after empanelment of Agencies. In case the tenderer relinquishes, or modifies their offer after submitting the Tender, for any reason whatsoever during the Tender process, or any of the information furnished by them is found to be incorrect or false, the Earnest Money deposited by them is liable to be forfeited, without prejudice to any other rights and remedies of University under the Contract and Law. He will also be debarred from participating in any other Tender Enquiry with University for a maximum period of five years. No interest shall be payable on Earnest Money in any case.

**4.4. SECURITY DEPOSIT:** The successful tenderer will have to mortgage a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) in favor of Registrar, Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur in the shape of FDR/TDR/CDR or Bank Guarantee of as security deposit .

- a. The security deposit will be retained by University throughout the empanelled .
- b. If the agency fails to deposit such security deposit within the stipulated period of time, his empanelment shall be treated as cancelled.
- c. If the successful Tenderer fails or neglects to perform any of his obligations under the contract, it shall be lawful for the University to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the Tenderer or to appropriate the Security Deposit furnished by the Tenderer or any part thereof towards the satisfaction of any sum due to be claimed for any losses.
- d. This security amount will be refunded to the Agency after the expiry of the empanelment on the written request of the agency.
- e. University reserves the right for deduction of the University's dues from empanelled Advertising Agency's security deposit on the following grounds:
  - i. Any amount imposed as penalty/fine in default of any work, which will not exceed the cost of work. The penalty amount will be in addition to the amount withheld in bill related with work.
  - ii. Any amount which University becomes liable to pay the Govt./third party on behalf of any default of the advertising agency.
  - iii. Any payment/fine made under the order/judgment of any court consumer forum of Lawenforcing agency or any person working on behalf of the same.

**4.5. PERIOD OF CONTRACT:**

- a. The Contract shall remain in force for a period of two year from the date of issue of acceptance letter and further may be extendable two year at a time.
- b. The Vice Chancellor reserves the rights to terminate the Contract at any time during its concurrency without assigning any reasons thereof by giving Thirty Days" Notice in writing to the Agency at the notified address and the Agency shall not be entitled to any compensation by reason of such termination. The action of the Vice Chancellor under this clause shall be final, conclusive and binding on the Agency.

**4.6. INSTRUCTIONS FOR SUBMITTING TENDER:**

- a. The Bidders should submit their bids **online only** in the Submission module of e-Procurement website <http://etender.up.nic.in>.

- b. The Bids shall be submitted only from the Bid Submission start date till the Bid Submission end date and time given in the e-tender. Therefore, Bidders are advised to submit the Bids well advance in time.
- c. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule.
- d. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.
- e. The opening of financial bids shall be intimated later to all the technically qualified bidders.
- f. University may, at its discretion extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- g. The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by when the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit the e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.
- h. At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e- Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.
- i. The bidder has to request the University with a letter, attaching the proof of withdrawal and submission of e-Bid security/EMD in the office of University, to return back the e-Bid security/EMD as per the manual procedure.
- j. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid security
- k. The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e- Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After

selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided above

- l. The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- m. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

#### 4.7. Procedure for Submission of Tender

Submission of tender shall be in accordance with the instructions mentioned below:

- a. For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. **The bidders must obtain a User Login Id and Password by registering themselves with <http://etender.up.nic.in>. if they have not done so previously for registration.**
- b. In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause (a) above.
- c. For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying University approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses (a) and (b) above even before e-Bid submission date starts. The University shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.
- d. The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/ Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ), which should be in the XLS format (Excel sheet).
- e. After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details.
- f. Next the bidder should upload the Technical e-Bid documents for, Qualification details, e-Bid Form as per Technical Specification details and Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if

necessary. For uploading, the bidder should click "Browse" button against each document

label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

- g. The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- h. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future.
- i. The Bidder shall be required to use his own Digital Signature while uploading its Bid.

#### **4.8. SIGNING OF TENDER**

- i. The authorized **signatory shall possess Digital Signature Card (DSC) for submission of tender documents and RPF. The DSC holder/authorized signatory signing the tender shall state in what capacity he is signing** the tender, e.g., as sole proprietor/partner of the firm, or as a Secretary/Manager/Director etc. of a Limited Company. The original or an attested copy of the partnership deed should be scanned and uploaded along with the tender. In case of limited company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be scanned and uploaded along with a copy of the Memorandum and Articles of Association of the Company.
- ii. The Digital Signature Card (DSC) holder signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favor, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Contract. If the Digital Signature Card (DSC) holder so signing the tender fails to produce the said Power of Attorney, his tender shall be summarily rejected without prejudice to any other rights of the Authority under the law and the Earnest Money Deposit paid by him/her shall be forfeited. The hard copy of Power of Attorney shall be submitted by the successful tenderer after he/she is declared so by acceptance of his technical bid.
- iii. The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited company.

#### **4.9. Validation of Interlineations in Tender**

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

#### **4.10. Cost of Bidding**

The tenderer is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other

diligence activities, participation in meetings / discussions / presentations, preparation of proposal, in providing any additional information required by University to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the Bid process.

This RFP does not commit University to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of Contract.

**4.11. Clarification on RFP**

- A. prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, at the e-mail address. The queries must be submitted in the following format only to be considered for clarification:

**Table: Clarification Format**

Sr.No	Section No.	Clause No.	Page No.	Reference from RFP	Clarification Sought
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The queries not adhering to the above-mentioned format shall not be responded

- B. University will respond in writing, to any request for clarification to queries on the RFP, received not later than University Dates prescribed in Section 1.4.

**4.12. Language of Bids**

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of University and will not be returned.

**4.13. Documents Comprising the Bids**

The Proposal shall have for this RFP:

- i. TECHNICAL BID.

The Technical Bid submitted by the Bidder shall comprise the

- following: 1 – Proposal Covering Letter
- 2 – Scanned copy of e-transaction as the proof of remittance of EMD.
- 3 – Copy of Full Accreditation from INS.
- 4 – Copy of PAN Card.
- 5 – Copy of GST Registration.
- 6 – Proof of existence of agency office in Lucknow for the last 20 yrs.
- 7- Proof of Empanelment in UPID since last 10 yrs.
- 8- Copy of Annual Turnover in FY. 2018-19 & 2019-20.
- 9- Income Tax Returns for the FY. 2018-19 & 2019-20.
- 10- Organizational infrastructure & Staff Detail.
- 11- Client List
- 12- Self Declaration regarding clean track record.

Bidders shall furnish the required information on their Qualification and commercial strengths in



the enclosed formats only. **Any deviations with respect to this may make the Bid liable for rejection.**

#### 4.14. Bid Validity Period

- a. The proposals shall be valid for a period of one year from the date of submission of Bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.
- b. In exceptional circumstances, at its discretion, University may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).

#### 4.15. Modification and Withdrawal of Bids

No proposal may be modified / withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the proposal form. In case the Bidder wishes to withdraw the Bid after the date of opening of the bids he may do so, but the EMD of the Bidder shall be forfeited.

#### NOTE:

- a. Bidders need to fulfill all the qualification conditions mentioned in Eligibility Criteria of the RFP. Tender Evaluation Committee [TEC] will examine the Bids to determine whether they are complete, whether the Bid format conforms to the RFP requirements, whether documents have been properly signed, and whether the Bids are generally in order.
- b. All relevant documentary proofs should be submitted along with the offer. Failure to submit the Documents along with the offer could result in disqualification of the Bid.

#### 4.16.1. Criteria for Evaluation and Comparison of Technical Bids

Each Technical Bid will be assigned a Technical Score (Ts) out of a maximum of 100 marks as per scoring criteria mentioned below:

Sr. No	Broad Criteria	Score	Guidelines for scoring /evaluation	Proof to be submitted
1	Work experience with Govt./Ministries/PSU's clients (No. of clients)	30 marks	3 marks/ per clients maximum upto 30 marks	Work orders /performance Certificate to be enclosed
2	Average Annual Turnover of agency in F.Y. 2018-2019 and 2019-20	30 marks	Minimum three crore – 20 marks. thereafter 2 marks for every fifty lakh up to maximum 30 marks	Audited Balance Sheet of the Company.
3	No. of years of existence of agency	25 marks	Upto 10 yrs. – 20 Marks thereafter one mark for every one year up to maximum 5 marks	Attached Proof in support of incorporation
4	Office Infrastructure	15 marks	2 marks for every Gadget	Detail of Gadgets

#### **4.17 Negotiation**

Normally, there would be no post RFP negotiations. If at all negotiations are warranted, it would be only under exceptional circumstances and University shall reserve the right to negotiate with the Bidder based on the evaluation of the proposals.

#### **4.18. LEGAL:**

- a. Agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Authority to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- b. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
- c. In case, the Agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof this office is put to any loss / obligation, monetary or otherwise, This office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms. If any amount still required to be recovered the same will be recovered through process of law.
- d. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this office besides termination of the empanelment.
- e. The University, reserves the right to reject any or all the tenders without assigning any reason and does not bind itself to accept any tender.
- f. The successful Tenderer will be intimated of the acceptance of his tender by a letter /email
- g. The court at Gorakhpur will have the jurisdiction over all legal disputes under the agreement

#### **4.19. CORRUPT PRACTICES:**

- a. Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any officer or official of the Authority shall (in addition to any criminal liability which the Tenderer may incur) debar his tender/bid from being considered. Canvassing on the part of, or on behalf of, the Tenderer will also make his tender liable to rejection.
- b. If the information given by the Tenderer in the Tender Document and its Annexure is found to be false / incorrect at any stage, the University shall have the right to disqualify/ summarily terminate the empanelment, without prejudice to any other rights that the Authority may have under the Contract and law.
- c. In case of any clear indication of cartelization or collusive bidding, University shall reject the tender(s), and forfeit the EMD.

#### **4.20. LIABILITIES OF ADVERTISING AGENCY:**

- a. The Agency shall be liable for all losses suffered by the University due to the Agency's negligence and un-workman like performance of any services under this contract or breach of any terms thereof and for all losses occasioned to the University due to any act whether negligent or otherwise of the Agency themselves or his employees. The decision of the University regarding such failure of the Agency and his liability for the losses, etc. suffered by University, and the quantification of such losses, shall be final and binding on the Agency.
- b. Agency shall also ensure that advertisements are published in time, as stipulated in Release Orders. It should be published in the newspapers immediately without loss of time at any stage. Any deviation may attract adverse entries in the performance of the agency. It should be properly positioned and correctly reproduced as per Release order copy. In case of late publication of the

- advertisements after stipulated period / date, it will be the discretion of the University to impose a penalty and/or disallow partial/total payment.
- c. Advertising agency will not charge the Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur for advertising space more or less than the price charged by the member newspapers for the space occupied by the advertisement.
  - d. That in case of empanelment to undertake the advertising work of the Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur, agency will have to render prompt services with regards to publication of Tender/Public Notices in suggested media and data within time schedule.
  - e. Agency claims will be examined strictly as per the bills of newspapers and size of the press notices/tenders ordered to agency.
  - f. The University reserved the right to switch over/entrust the advertisement/publicity job to DAV Por Govt. Nodal Agency of Ministry of Information Bureau, Govt. of India at any time.
  - g. In case of large number of agencies becoming eligible as per the given criteria, University reserves the right to restrict the number of agencies to be empanelled as per its requirements based on any related criteria.
  - h. The agencies are required to submit an undertaking certifying that their agency has not ever been blacklisted by any of the organization including government/PSUs, etc. for any reason at any point of time. Further they are fully accredited agency of INS for not less than 10 years and have not been issued any NOD (Notice of Dis-accreditation) over the last 5 years.
  - i. Agency shall ensure that University advertisements appear in the specified newspapers on a prominent position in a conspicuous and impressive manner while occupying minimum space as approved by Authority.
  - j. No incidental charges of any nature will be payable by to cover any such cost incurred by the Agency during the process of execution of release orders issued by the.
  - k. In case any portion of the advertisement matter as contained in the Release Order is not clearly understood, the agency shall immediately obtain a clarification, ensuring that there is no mistake, and this process should not delay the publication of the advertisement.
  - l. In case there is an error in publication of the advertisements as compared to advertisements text material provided by University, agency shall arrange to publish the corrigendum immediately, under advice to this office, at its own cost. No bills shall be raised to University and University will not pay any charges for publication of the published corrigendum, whatsoever. If considered necessary, the Registrar or his authorized representative may ask the Agency to publish correct advertisement again for which no payment shall be made by the Authority.
  - m. The Agency will ensure that the language of advertisements published in the newspapers of other languages should be same as the language of the newspapers in English until and unless specially instructed by Release Order.
  - n. Translation of material for various newspapers and in various languages and proof reading will be the responsibility of the Agency.
  - o. All the advertisements, as designed by the Advertising Agency will be subject to approval by University, prior to release to the newspaper. Size of advertisements should be got approved from the Secretary or his authorized representative and bills should be claimed strictly in accordance.
  - p. Agency shall render free of cost service to University in regard to designing and collection of advertisement materials from University, dispatch of designs and layouts to newspapers, copy of published advertisements in newspapers, deputing its staff as frequently as required.
  - q. The University also reserves the right to design as well as release any advertisement, directly to the newspapers or through any other media or agency.
  - r. The University also reserves the right for release of any advertisement from any agency on the panel. He may also draw a plan deciding the turn of agencies for convenience of day to day working; however it would not be binding upon him to give all advertisement according to plan drawn.

- s. Whenever required, the Advertising Agency shall have to accept and get advertisement published at a very short margin of time in specified newspapers on a specified date as indicated by this office.
- t. It is the responsibility of the agency to ensure that correct and readable advertisement is published in the newspaper. If correct advertisement is not published or is not legible, Authority may refuse to release payment for such advertisement.
- u. The University reserves the right to use the logo, design, layout creative etc. prepared by the Advertising Agency, for releasing advertisements directly by University or through any other Advertising Agency or any other sources as deemed fit by University without agency's consent, who designed the advertisement.
- v. The advertising agency shall be paid commission in accordance with the INS Rules and Regulations on Accreditation of advertising agencies from the member newspapers. That it will retain full commission earned as an advertising agency from member publications and that it will at no time pay or otherwise allow any part of such commission to any advertisers or representative of any advertiser for whom it may be acting, or has acted as an advertising agency. The advertising agency shall continue to abide strictly by all the norms of eligibility for accreditation as set out in the INS Rules and Regulation on Accreditation of Advertising Agencies.
- w. Preference shall be given to the agency which is able to provide maximum discount from the publications to Lucknow Development Authority.
- x. The Advertising Agency will have to ensure compliance with copyright, patents and other intellectual property laws, in all materials, including art work/design, supplied by them. The Advertising Agency will be completely liable in all such cases, and no liability shall lie with University.
- y. It is the responsibility of the Advertising Agency to ensure that correct and readable advertisement is published. In case of incorrect and illegible Advertisement(s) published by the newspaper, the Advertising Agency must not accept the newspaper's Advertising Bill and should send it back to the newspaper explaining the reasons in writing for not accepting the bill. Copy of such letters should be sent to University for information.

**4.21. TERMS OF PAYMENT:** Within 60 days of the release order, the agency will present bills along with tear Sheets of newspapers containing published advertisements; copy of Release Order issued by the Authority and copies of Rate Cards as applicable. The Bank A/C No., name of Bank with complete address, IFSC code of the bank through which payment of bills will be arranged, should be indicated on each bill. All bills shall be submitted in Duplicate, duly marked as original and duplicate copy. Bills completed in all respects as mentioned below will have to be submitted for payments to be released; further the agency shall ensure that:-

- a) The agency should attach a forwarding letter on its letter head of the current date with the bills while submitting it in Authority.
- b) The advertisement against respective Release Order has been published in that very insertion / edition of the newspapers as specified in the Release Order and media plan issued by, Once the Advertising Agency's bill in question has thoroughly been checked and found correct in all respect, even if, later any discrepancy is detected the agency will undertake corrective measures, including reimbursement of excess charges to Authority immediately. Agency will also certify that these charges have not been claimed earlier and will not be claimed in future also.
- c) The bill must be raised for the complete release order. Bills not accompanied with tear sheets of the newspapers containing published advertisements will not be considered.
- d) The University reserves right to disallow a part or full payment against any bill, if any of the general or special condition, is violated.
- e) The advertising agency will have to submit final advertisement bill, positively within 60 days from the date of publication of the advertisement. University will make payment as

per bill after due checks. The Advertising Agencies in all matters will deal with the newspapers at their level including payments and Authority will have no liability and / or responsibility in this regard.

- f) University reserve the right to deduct taxes / surcharges/ imposed by Govt./State Govt./ and penalties imposed by University, etc. which becomes due, directly from the bills submitted by the agency.

#### **4.22 TERMINATION:**

- i. In the event of the Agencies having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the University shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law.
- ii. The University shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Tenderer of any of the terms and conditions of the contract to terminate the contract and or forfeit the security deposit for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the University due to the Agencies negligence or deficiency or unworkmanlike performance of any of the services under the contract.

#### **4.23 PUBLICITY:**

Any publicity by the Tenderer or any commercial document submitted to any University by the Tenderer in which the name of University occurs, either directly or indirectly, shall be done only with the express written permission of University

#### **4.24 NOTICES:**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post/e-mail/hand delivery under acknowledgment to an authorized representative of the respective Parties. However, where such communication is by way of e-mail, the same shall be only from the official E-Mail ID(s).

#### **4.25 FORCE MAJEURE**

The contractor will not be responsible for delays which may arise on account of reasons beyond his control of which the Vice-Chancellor shall be the final University. Strikes by contractor's workers on account of any dispute between the contractor and his workers as to wages or otherwise will not be deemed to be a reason beyond the contractor's control and the contractor shall be responsible for any loss or damage which the University may suffer on this account.

**Technical Bid**

NAME OF WORK:           Empanelment of Advertising Agencies for Gorakhpur  
Deen Dayal Upadhyaya Gorakhpur University,  
Gorakhpur-273009

(TO BE FILLED BY THE TENDERER ON THEIR LETTER HEAD)

<b>1</b>	<b>Particulars</b>	<b>To be filled in by the Tenderer</b>
	Name of Advertising Agency	
a.	Whether Proprietorship / Sole / Partnership / Pvt. Ltd. / Ltd. Co	
b.	Name of the Owner/Proprietor/Partners	
c.	Name of the Authorised contact person	
<b>2</b>	<b>Head Office</b>	
a.	Complete Address	
b.	Telephone Numbers	
c.	E-mail ID	
d.	Authorised person to be contact	
e.	Mobile Numbers	
f.	Staff Position	
g.	Infrastructure facilities available	
<b>3</b>	<b>Branch Office</b>	
a.	Complete Address	
b.	Telephone Numbers	
c.	Fax numbers	
d.	E-mail ID	
e.	Authorised person to be contact	
f.	Mobile Numbers	
g.	Staff Position	
h.	Infrastructure facilities available	
4	Year of Establishment	
5	Date of Full Accreditation with INS	
6	GST Registration number issued by Central Excise Dept.	
7	Permanent Account Number issued by the Income Tax Department.	

**RTGS/NEFT/Bank A/C Details**

Name of Bidder : \_\_\_\_\_

Address : \_\_\_\_\_

Mobile No. : \_\_\_\_\_

e-mail : \_\_\_\_\_

PAN No. : \_\_\_\_\_

Name of Firm/Authorized  
Person as per bank records: \_\_\_\_\_

Bank Name : \_\_\_\_\_

Branch Address : \_\_\_\_\_

Account No. : \_\_\_\_\_

Type of Account : \_\_\_\_\_

MICR No. : \_\_\_\_\_

RTGS/NEFT Code : \_\_\_\_\_

**(Signature of the Authorized person with Name & official seal)**

## **Manual for paying processing Fee & EMD Payment online**

- Bidder needs to go to <https://induscollect.indusing.com/pay/index.php>
- Fill the details in the form and select the payment type Tender Fee/EMD/Security Deposit with other details.
- Post validating, Bidder needs to click on “proceed” Button.
- Bidder will get the options to pay through Credit card/Deposit card/Net Banking & NEFT/RTGS Challan Mode.
- For NEFT/RTGS Challan mode-after generating the challan, bidder needs to initiate NEFT/RTGS through their bank as per the beneficiary details provided in the challan.
- Bidder can check the status of the payment.