



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

(Web Site: www.iimkashipur.ac.in)



TENDER DOCUMENT

FOR RATE CONTRACT FROM ADVERTISEMENT AGENCIES

NOTICE INVITING TENDER (NIT) NO.
IIMKASHIPUR/PUR DEPTT /NIT/ 02 / 2021-22 DATED 20 APR 2021

SECTION – I

The Indian Institute of Management (IIM) Kashipur, having its office at Kundeshwari, District – Udham Singh Nagar, Kashipur, Uttarakhand – 244713, is an Institute of national importance under the aegis of the Ministry of Education, Government of India set up to provide management education of high quality and to promote allied areas of knowledge and inter-disciplinary studies.

The IIM Kashipur invites bids in two bid system from reputed, experienced and financially sound advertisement agencies/companies.

Brief Tender Details:

Tender Description	Tender Fees (Rs.)	EMD Value (Rs.)	Contract Period
Tender for rate contract from Advertising Agencies	1,180/-	5,000/-	Minimum 02 yrs from the date of contract.

The tender document can be downloaded from Institute website: www.iimkashipur.ac.in and Central Public Procurement (CPP) portal <http://eprocure.gov.in/epublish/app> and bids are to be submitted (hard copy) at IIM Kashipur as prescribed in the tender document. Kindly adhere to the last date and time of submission of the tender.

Critical Dates of Tender:

Sl. No	Particulars	Date	Time
1	Date and Time of online Publication/Download of Tender	20 Apr 2021	1700hrs
2	Bid Submission start date & time	20 Apr 2021	1700hrs
3	Bid Submission close date & time	25 May 2021	1100hrs
5	Opening of Technical Bid	25 May 2021	1130hrs

INSTRUCTIONS TO BIDDERS

1. Bids in sealed cover are invited for rate contract under two bid system (Technical Bid placed as Annexure-I and Financial Bid placed as Annexure-II) from reputed experienced and financially sound parties listed in this NIT. Please super scribe the outer cover of the sealed bid as **“RATE CONTRACT FROM ADVERTISEMENT AGENCIES”**, NIT/02 (**dated 20 Apr 2021**) to avoid the Bid being declared invalid. Bids not super scribed with the details mentioned above may be declared invalid.



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

2. The Financial bids of only eligible and technically qualified bidders will be opened, after the same has been ascertained by evaluation of the Technical Bids by the Technical Committee. Considering the urgency of the work, no requests for extending the deadline shall be considered.

3. The address, contact numbers, date of issue of quotations document, last date of submission of bids, date and time of opening of bids for sending Bids or seeking clarifications regarding this NIT are given below:–

Bids/queries to be addressed to	STORE AND PURCHASE OFFICER
Postal address for sending the Bids	STORE AND PURCHASE OFFICER INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR KUNDESHWARI, KASHIPUR, DIST. UDHAM SINGH NAGAR, UTTARAKHAND (INDIA) PIN – 244713 Website: www.iimkashipur.ac.in
Name/Designation of the contact personnel	STORE AND PURCHASE OFFICER
Telephone numbers of the contact personnel	91-7088270882,7900444090 / 321
e-mail ids of contact personnel	purchase@iimkashipur.ac.in
Last date and time of submission of bid	25 May 2021 at 1100hrs hrs. Any changes of the schedule will be notified on the Institute's website.
Date and time of opening of Technical Bid	25 May 2021 at 1130 hrs onwards. Any changes of the schedule will be notified on the Institute's website. If the date is holiday, the next working day will be the opening date of the tender. Financial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the duly constituted Committee.

4. **Cost of Bid Document/Tender Fee:** Bidders can download bid / tender document from the website of IIM Kashipur and CPPP portal and submit the non-refundable processing fee of ₹ 1000/- + GST @18% = Rs. 1,180/- (Rupees One Thousand One Hundred and Eighty only) in the form of Demand Draft in favour of "Indian Institute of Management, Kashipur".

5. **Issue of Tender:** The tender document can be downloaded from the Institute website - www.iimkashipur.ac. In or eprocure.gov.in. The tender cost is Rs. 1,180/- (non-refundable) is to be rendered through a demand draft as cited above. Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly.

6. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box placed at Main Gate of IIM Kashipur or should be sent by registered post/courier at the address given above to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal/courier delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e- mail will not be considered.

7. The NIT is to be signed on all the pages by the bidder. This NIT is being issued with no financial commitment. IIM Kashipur also reserves the right to withdraw the NIT, should it become necessary at any stage for withdrawing the NIT.



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

8. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.
9. **Forwarding of Bids** – Bids should be forwarded by Bidders in a sealed envelope by duly super scribed as stipulated above and this should contain two separate envelopes of Technical Bid and Financial Bid, duly marked with the content on each. The Technical Bid should contain copy of NIT document duly signed and stamped on each page along with Annexure-I of the NIT supported by demand drafts (Tender Fees and EMD) as specified above and all the documentary proofs to establish eligibility and their potential of professional readiness for the services. Financial Bid envelope should contain Annexure-II of the NIT, duly filled and signed.
10. **Clarification regarding contents of the NIT:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall send their query/queries at purchase@iimkashipur.ac.in latest by **21 May 2021**, any queries received beyond the above mentioned timeline shall not be entertained. IIM Kashipur response to the queries shall be uploaded on the website.
11. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission, provided that the written notice of modification or withdrawal is received by the IIM Kashipur prior to deadline prescribed for submission of bids. A withdrawal notice should on a signed confirmation copy to be sent by post or by email and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security. Submission of bid means that bidder has read all the terms and conditions of this Tender Documents carefully and will comply with them unconditionally. Conditional bids shall not be accepted.
12. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.
13. **Validity of Bids:** The Bids should remain valid till **90 days** from the last date of submission of the Bids.
14. **Earnest Money Deposit (EMD):** Bidders are required to submit (EMD) of amount Rs. **5,000/- (Rupees Five Thousand only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft from any of the public sector banks or a private sector bank authorized to conduct government business payable **in favour of "Indian Institute of Management, Kashipur"** payable at Kashipur. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Security Deposit from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.
- a. **Security Deposit:** The Bidder will be required to furnish a Security Deposit by way of Demand Draft through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to Rs. **50,000/- (Rupees Fifty Thousand only)** within 30 days of receipt of the confirmed order. EMD shall be release after receiving Security deposit from the successful bidder.
- The Security Deposit shall be released after the completion of the work pursuant to this Contract based on the "Completion Certificate" issued by IIM KASHIPUR stating that the Bidder has completed the work in all respects, satisfactorily. The Security Deposit, however, shall be released only after the expiry of the contract period, and after clearance of the final bill based on "**No Claim Certificate**" from the Bidder.



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

15. Payment Terms - Payments will be made through ECS/ NEFT on regular basis after submission of the ink- signed bills for the completed services. Taxes like GST etc. will be paid as per Govt. norms. No advance payment(s) will be made. On receipt of the Final payments, the Bidder shall furnish a “**No Claim Certificate**” to IIM Kashipur.

SECTION – II

Conditions of the Contract

1. General Terms and Conditions:

(a) The contract will be for two years starting from the date of awarding the contract. The contract shall be extendable annually on satisfactory performance and mutual consent of both the parties. Proposed date of commencement of the Work/Contract: **01 Jul 2021**.

(b) The Contractor shall not appoint any sub-Contractor to carry out any obligations under the contract or sub- let the contract.

(c) Any one or more the following action/commission/omission are likely to cause summary rejection of tender:

i. If the EMD and / or Tender fee is not found in order or receipts are not attached with the Technical Bid.

ii. Any bid received late without conclusive proof that it was delivered before the specified closing time.

iii. Any bid received unsealed or improperly sealed

iv. Any conditional bid or bid offering rebate

v. Any bid in which rates have not been quoted in accordance with specified formats/details as specified in the Bid Documents

vi. Any effort by a bidder to influence the IIM Kashipur in the bid evaluation, bid evaluation, bid comparison or contract award decision.

(d) IIM Kashipur reserves the right to negotiate with first lowest bidder to arrive at the fair and reasonable price. The lowest bidder shall be decided by the Discount percentage (%) quoted as per financial bid.

(e) The successful contractor should execute a Contract on non-judicial stamp Rs. 100/-, incorporating the various terms and conditions. In the event of bidder backing out before actual award of execution of Contract, such bidder will be liable to forfeit the EMD. The decision of the Hon'ble Director of IIM Kashipur will be final in all respect and will be acceptable to all the tenderers.

(f) The IIM Kashipur reserves the right to accept / reject / select more than one Contractor and to annul the bidding process of any or all bids at any time prior to award of contract without thereby incurring any liability to the affected bidders.

2. Non-disclosure of Contract documents: Except with the written consent of IIM Kashipur, other party shall not disclose or share any contract/ provision, specification, plan, design, pattern, sample or information about the institute thereof to any third party.

3. Termination of Contract: IIM Kashipur shall have the right to terminate this Contract in part or in full in any of the following cases:-

(i) The Contractor is declared bankrupt or becomes insolvent.



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

- (ii) IIM Kashipur has noticed that the Contractor has sub contracting its work under the contract.
- (iii) IIM Kashipur reserve the right to terminate the contract after giving three months' notice to the Contractor if the work carried out is not satisfactory.
4. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
5. **Non-Solicitation:** During the term of the Agreement and for a period of one (1) year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or subcontractor/s of the other Party, or aid any third person to do so, without the specific written consent of the other Party. For the avoidance of doubt, this restriction applies only to those employees who relate to the services performed under this Agreement. The clause does not prevent hiring based on responses by employees to public advertisement on any media that are not specifically targeted at the other Party's employees.
6. **Notices:** All notices, requests, demands or communications required hereunder shall be in writing inclusive of electronic means as recognized by IT Act 2000 (including any statutory modifications thereof) and shall be deemed to have been given or made (a) if by mail when deposited in the mail by certified mail, postage prepaid return receipt, requested at its address set forth on the signature pages hereto (b) if by telecopy when sent by used telecopy to the telecopy number set forth on the signature page hereto provided. Either Party may change its address or telecopy number for notice, by providing notice to the other Party of such change in the manner and within such time as provided herein.
7. **Force Majeure:** Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, riots, wars, fires, epidemics, lack of human or material resources, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body. If a force majeure event occurs the affected Party shall inform the other Party promptly and will use reasonable efforts to mitigate adverse effects and to resume performance as soon as practicable. Should the force majeure event extend beyond fifteen (15) days either Party shall have the right to terminate the Contract upon immediate written notice without any penalty or liability. However, the existing liabilities of the Parties and the IIM Kashipur's payment obligations for services successfully performed, provided the same is not affected by a force Majeure event, shall remain and not be affected by the force majeure event.
8. **Confidentiality:** Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Contract and all or any Confidential Information belonging to the other party like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Contract, except to the extent that is already in public knowledge/ domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Contract and thereafter for a period of five years from the date of termination of this Contract for whatever reason.
9. **Indemnity:** The Contractor (Indemnifying Party) shall indemnify, defend and hold harmless the IIM Kashipur (Indemnified Party), its directors, officers and employees from and against any and all losses



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

claims, demands, liabilities (including attorney's fees) that arise from any errors and any act/commission/omission on the part of the Indemnifying Party or in connection with any work, obligation, authority delegated to the Indemnifying Party under this Contract.

10. **Arbitration:** In event of any dispute or difference arising out of or in connection with the Contract including the interpretation of its clauses or any other matter arising out of the Contract between the Parties, the same shall be resolved by mutual discussion and if any dispute or difference arising out of this Contract or interpretation of the Contract or any other matter related to it. If the contract still remains unresolved; it shall be then referred to the Sole Arbitrator who shall be appointed by the Director, IIM Kashipur alone. And the arbitral proceedings shall be conducted strictly in accordance with the Arbitration and Conciliation Act, 1996, as amended up-to-date (including the statutory modifications thereof). The place of conducting Arbitration / seat of Arbitration shall be Kashipur, Uttarakhand and the arbitral proceedings shall be conducted in English language only. The cost of arbitration shall be shared equally by both the parties and the decision/ interim orders passed by the Sole Arbitrator shall be final and binding on both the Parties.

SECTION- IV

SCOPE OF WORK

1. The agency should be able to execute all kinds of advertising assignments.
2. Institute's advertising works ranges from classified advertisements, tender advertisements to full-fledged advertisements for student admission, recruitment, tender, notice etc. They are expected to be released in major newspapers, magazines and journal all over the country and abroad at short notice as per the requirement of IIM Kashipur.
3. Selection of artwork will be entirely on Institute's discretion and IIM Kashipur will not pay any charges for submission of artwork. No extra payment will be made for conceptualization, creation, designing and development of Advertisements issued in Newspapers/Magazines/Journals.
4. IIM Kashipur reserves the right to make necessary modifications to the selected artwork, concept etc., and the concerned advertising agency will be required to carry out the modifications suggested in the artwork.
5. All the advertisement concerning to the Institute shall be issued with the prior approval of the IIM Kashipur.
6. If the advertisement is misprinted or published differently from the approved one, the Agency will publish corrigendum/correct advertisement etc. thereof at their own cost at the earliest (within a week).
7. Translation of advertisement matter, whenever required, will be done by the Agency free of cost and the agency will be responsible for the same.
8. The payment shall be made within 30 days after receipt of the final bill of the empaneled agency duly supported by all the newspaper clippings (in original) & invoice of the original publication (newspaper agency). GST will be payable extra to the empanelled agency only as per the condition mentioned in financial bid.
9. One or more agency/ies may be empaneled.



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

10. The institute shall have the discretion to give work to any empanelled agency selected through the tendering process and the Agency will have no right or claim for getting the job.
11. The performance of the Agency shall be regularly reviewed on the key parameters of creativity, initiative, competency and response time. In the event that the agency fails to meet the institute's requirements, the institute shall be constrained to terminate the empanelment/ contract with due notice of one month.
12. IIM Kashipur reserves the right to empanel any other agency or cancel the empanelment without assigning any reason with due notice thereof even before the expiry of the period of empanelment.
13. The institute does not guarantee any minimum business or assignment which will depend on the requirements, financial resources available and the agency's performance.
14. IIM Kashipur being a premier educational institute, many of the requirements could be of emergency in nature. The agency has to respond to such requirements at short notice despite holidays/beyond office hours.
15. The rate of discount shall only be mentioned by the bidder in the Financial bid except optional category for social media advertising.
16. The work for the social media advertisement via twitter, facebook, you tube, Instagram, linkedin, google plus etc. may be given to empaneled agency on the basis of reimbursement of actual bill amount & commission on agreed terms & conditions.

SECTION – V

Technical Eligibility Criteria of the Bidders

1. Eligibility Criteria

- (a) The advertising agency is required to have good infrastructure and have adequate experience in the field. These should include the creation of artwork, conceptualization, designing, translation (mainly English to Hindi & vice versa), editing and release of advertisements in various publications.
- (b) Accreditation of Indian Newspaper Society (INS) for Press Advertisement (documentary evidence to this effect should be enclosed).
- (c) Resource to handle full-fledged multi-lingual publicity campaigns with a high standard of creativity in advertising befitting the expectations of a premier professional institute. Proficiency and proof-reading facilities in major Indian languages.
- (d) Minimum 05 (five) years of experience in advertising with experience of work undertaken for Government / Public Sector Undertakings / Autonomous Body and CFTI's. (Documentary evidence, work orders/certificates, to this effect should be enclosed)
- (e) Average Turn over in last 3 (three) financial years (2017-18, 2018-19 & 2019-20) shall not be less than One Crore. (A self-attested copy of certificate issued by a Chartered Accountant or Audited Annual Report shall be enclosed).



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

- (f) The agency should have valid GST registration (documentary evidence to be submitted).
- (g) The Institute advertisements will be published on corporate rate offered by various publications. Only the rate of discount on corporate rate shall be quoted in the Financial-Bid as per the terms & conditions mentioned in the financial bid part.
- (h) The Tender Fee is mandatory to be paid along with the bid. However, Tender fee and EMD is not required to be submitted by those MSE Bidders who are registered as Micro and Small Enterprises (**MSEs**) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase organization or the concerned Ministry or Department. Exemptions, if any must be supported with legitimate documents and they shall have to enclose valid self-attested registration certificate(s) along with the tender to this effect.
- (i) There should be no criminal case pending with the police against the Proprietor/Firm/Partner or the Company (Contractor) and the firm should not be blacklisted by Central Government/ State Government/ PSU/any other Institutes. The declaration to such state as incorporated in Technical Bid will be assumed for this purpose.

2. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

- a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the NIT, both technically and commercially.
- b. The Bids forwarded by the Bidders will be evaluated by the IIM Kashipur with reference to the technical characteristics of the NIT. The compliance of Bids would be determined based on the parameters specified in the NIT and financial evaluation in total.
- c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Financial Bid on Annexure-II
- d. The bidder should preferably sign Annexure-II of the NIT on the letter head of the firm. All the rates quoted should be inclusive of all taxes.
- e. In the event that the first lowest is more than one, then the financial capability of the firm (average of the turnover for last three years) is to be considered for finalizing the L-1 vendor. Decision taken by the committee, in this regard, shall be binding to all the applicants contesting for successful bidder position.

Signature of the Bidder
Name and Address of the bidder
Rubber Stamp of Prop. Or Firm or Company



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

Annexure-I

(Refers to IIM Kashipur/NIT/02)

Technical Bid

1. Name of the Tenderers Firm (Contractor): -
2. Name of Proprietor/Director of the firm:

Telephone No	
Mobile No	
Email id	
Office Address:	

BANK DETAILS	
Name	
Type	
A/C No.	
IFSC	
Bank Name:	

3. **Name of Work:** Rate Contract from Advertisement Agency at Indian Institute of Management Kashipur.
4. Copy of NIT document duly signed on each page and all the documents as per the eligibility criteria along with the DDs of tender fee and EMD deposit are to be attached with this technical bid format. Exemptions, if any must be supported with legitimate documents.
5. Turnover during the last three FYs. Please attach legitimate proof of turnover.

Year	Turnover in Rupees

6. Tender Fee DD No. _____ Bank _____ Date _____

7. EMD DD No. _____ Bank _____ Date _____



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

8. Detail of experience in Central Govt/State Govt/Public Sector Undertakings/Autonomous bodies/CFTI's during the last five years along with documentary evidence.

Year	Detail of Experience Period of contract with dates of commencement and completion

Note- Technical Evaluation will strictly be done based on eligibility conditions and terms and conditions of the NIT.

- i) The General Terms and Conditions are part of the Tender and are to be strictly adhered to. Violation of any condition shall be treated as breach of contract.
- ii) The bids should be submitted in one big envelope containing two separate sealed envelopes, one each containing Technical Bids and Financial Bids clearly marked on Top. All the pages of the Tenders and supporting documents may be signed by the bidder.
- iii) Financial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation done by the duly constituted Committee.

Declaration by the Tenderer:

- i. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions attached and undertake myself/ourselves to abide by them. The General Terms & Condition are part of the Tender.
- ii. I/We want to tender as per rates quoted in the Financial Bid.
- iii. I/We hereby undertake that the firm has not been blacklisted by any government department/PSU and no criminal case is pending against the firm.

Date:

Signature of the Tenderer with Firm's Seal



Indian Institute of Management Kashipur

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

ANNEXURE-II

(Refers to IIM Kashipur/NIT/02)

FINANCIAL BID

Name of the Tenderers Firm: _____

(a)	(b)
Description of work	Percentage (%) of Discount on Corporate Rate / invoiced rate (To be deducted on Corporate / invoiced rate of original publication)
Releasing advertisements, tenders, notices, recruitment, notices etc.in Local/National/ International Newspapers, Magazines and other similar publications for IIM Kashipur.	_____ %

Discount % in words:

Note:

1. The bidder quoting the highest rate (percentage) of discount on Corporate Rates for publication of advertisements will be empanelled. The Institute may empanel more than one agency, at its discretion, at the rate quoted by the bidder / agency offering highest rate of discount.
2. GST will be payable extra, as applicable.
3. The payment shall be made within 30 days after receipt of the final bill of the agency duly supported by all the newspaper clippings (in original) & invoice of the original publication (newspaper agency).

Date:

Signature of the Tenderer with Firm's Seal

BIDDER'S SIGNATURE WITH SEAL