



**TEZPUR UNIVERSITY**

**Tezpur, Assam**

**OFFICE OF THE REGISTRAR**

**F.27-17/2001/GA-I/5198 Dtd. 16.02.2018**

**NOTICE INVITING TENDERS (NIT) FOR EMPANELMENT OF ADVERTISING  
AGENCY**

**TENDER DOCUMENT**

Tezpur University invites 'Sealed Tenders' for empanelment of Advertising Agency from reputed agencies fulfilling the criteria laid down in Annexure-A. The empanelment period will be for a period of **two years** extendable for a further period of two (one + one) years based on satisfactory performance. The Tender Document is to be downloaded and submitted along with non-refundable tender fee of Rs. 5,000/- as DD in favor of Registrar, Tezpur University, payable at Tezpur, Assam. No separate tender papers shall be issued from this Office.

Tenders are invited in sealed envelopes from reputed and experienced INS Accredited Advertising Agencies having registered office in Tezpur / Guwahati to work as an empaneled Advertising Agency for releasing the press releases / advertisements of Tezpur University. All the advertising jobs given by the University are confidential and time bound. Most of the advertisement works are related to Admission, Recruitments, NITs and Events organized by the University. The sealed envelope is to be super scribed as '**BID FOR EMPANELMENT OF ADVERTISING AGENCY**'. The tender document shall be signed by authorized person as a token of acceptance of the terms & conditions. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to the undersigned so as to reach before 5.00 pm on **11.03.2018**. However, soft copy of the tender document along with proof of payment may also be sent as an advance copy to [upakul@tezu.ernet.in](mailto:upakul@tezu.ernet.in) latest by **08.03.2018**. Incomplete applications shall be summarily rejected. Tezpur University reserves the right to reject any or all tenders without assigning any reason thereof.

Sd/-

(Hridoy Saikia)

**Joint Registrar (GA)**

**Tezpur University**

**Tezpur – 784 028**



## Annexure-A

### TERMS & CONDITIONS

1. The cost of the tender proposal is **Rs. 5,000/-** (Rupees five thousand only) (Non-refundable). The same shall be paid in the form of Demand Draft only drawn in favour of “Registrar, Tezpur University” payable at “Tezpur”, Assam and should be attached with the submitted bid.
2. Any bid not accompanied by required Tender Fee shall be deemed to be invalid and will be rejected by Tezpur University.
3. The bid shall remain valid for a period of 4 months from the date of receipt of the bid.

#### 4. SECURITY DEPOSIT

The successful bidder shall deposit an amount of **Rs. 25,000/-** (Rupees twenty five thousand) only as security deposit which will be returned without interest after completion of the contract after settling all the account with the contractor. It shall be in the form of Demand Draft only drawn in favour of “Registrar, Tezpur University” payable at “Tezpur”, Assam.

5. The advertising agency should be active for minimum of last **five** years as Fully Accredited by Indian Newspaper Society with registered office in Tezpur/Guwahati. Franchisees can also apply (Please enclose a copy of proof).
6. The advertising agency should have experience of being empaneled with a minimum of **five** Govt./PSU/Higher Educational Institute (HEI) like Central University/IIT/IIM/NIT etc. located in Assam for a period of at least **three** years.
7. The advertising agency should not have been blacklisted by any organization.
8. Advertisement at DAVP rates is desirable.
9. The empaneled advertising agency is expected to maintain high level of professional ethics & will not act in any manner, which is detrimental to the interest of Tezpur University. The agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. Tezpur University reserves the right to impose penalty in case of any violation of the above.
10. The empaneled agency should be able to execute order at short notices & even on holidays.
11. The empaneled agency shall ensure proper typography and layout for each advertisement so that most reasonable space is used.



12. Along with the bill for payment the empaneled agency shall furnish two copies of tear sheet of each publication carrying advertisement & the bill in original received by them from media.
13. The payment shall be released by Tezpur University against the bill received from the empaneled agency after receiving the original bill.
14. No advance payment shall be made to the empaneled agency under any circumstances.
15. All payment shall be subject to TDS.
16. Tezpur University through its authorized officer(s) shall have right to inspect the services regarding conduct of advertising services for the University should there be any need for improvement/correction, the necessary alternation shall be incorporated free of cost by the agency.
17. Performance of the agency will be reviewed periodically and for those agencies whose services are not satisfactory, the University reserves the right to remove the agency from the empaneled list.
18. In case of breach of any terms & conditions mentioned in the tender document, Tezpur University reserves the right to blacklist the agency for a defined period or permanently.
19. The empanelment will be for a period of two years; this period can be extended at the discretion of Tezpur University for a further period of two (one + one) years based on satisfactory performance.
20. **The University shall not have any obligation to award work compulsorily to any empaneled agency.**
21. For each assignment the media plan shall be decided by Tezpur University which may be based on the circulation or the reach of the newspaper (s)/magazine(s).
22. Empaneled agencies shall indemnify the University, in respect of all demands of the publishers, against the University, if directly made by the publishers in connection with the advertisements published through the agencies, in the event of payment not made to them by the agencies well in time.
23. During the period of empanelment, the empaneled agencies shall not assign or sublet their rights and benefits under this agreement.
24. Empaneled agencies will arrange to place Tezpur University advertisements in a prominent position of the newspaper without any premium or extra charges.



25. Whenever it is required empaneled agencies will have to render their services in arranging publicity of the University activities in the press and electronic media.
26. The advertisements will be floated through the empaneled Advertising Agencies as per the policy as may be decided by the University for both local and national newspaper.
27. Empaneled agencies will be required to submit their correspondence address, mobile No., telephone No., email id separately and update them as and when there is a change.
28. If empaneled agencies cannot be reached on the submitted mobile / telephone Nos. the advertisement will not be given to them. If such cases occur for three consecutive times, the empanelment will stand terminated and the agencies will have no claim for a re-empanelment.
29. The empanelment as one of the agencies for advertisement shall come into effect only on acceptance of the other terms and conditions and submission of the Security Deposit.
30. The period of empanelment shall be as shown in the letter forwarding this terms and conditions and will automatically cease at the end of the period, if not extended.
31. However, if the services of the empaneled agency are not found satisfactory, Tezpur University shall have the right to cancel the contract at any time without assigning any reason and without any financial compensation to the agency.

### **32. PENALTY CLAUSE**

If empaneled agencies fail to carry out the assigned responsibilities as per terms and conditions above and the terms and conditions to be set by the University for the particular advertisement, they will be penalized with 20% forfeiture of the security deposit in the first instance. Any subsequent default shall attract 100% forfeiture of the security deposit.

### **33. ARBITRATION**

- a. If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Registrar, Tezpur University.
- b. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by Vice Chancellor, Tezpur University. The arbitration shall be



conducted in accordance with the provision of the Arbitration & Conciliation Act, 1999.

- c. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the agency shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the agency shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- d. The venue of the arbitration shall be Tezpur/Guwahati, Assam. The fee & other charges of Arbitrator shall be determined by the Arbitrator in terms of the Act and shall be borne by the Agency.
- e. The Arbitrator shall give speaking & reasoned award.

34. Proposals received late, not in properly sealed cover, received via other means & conditional or not conforming with the above conditions or not complete in all respects will be rejected.

35. Tezpur University shall not be held responsible for any loss on transit and non- receipt of proposal by post. Tezpur University reserves the right to reject all any or all proposals without assigning any reason thereof.

### **36. SELECTION PROCESS:**

*Based on the information provided in the tender papers, a maximum of 10 agencies will be shortlisted for empanelment. However, if more than 10 agencies are found to be suitable, then a lottery among the shortlisted agencies may be held so as to restrict the number of agencies to 10.*

**(Signature of the authorized person with seal)**



## **Annexure-B**

### **ACCEPTANCE**

(to be submitted in letter head of the firm/agency)

We accept the terms and conditions mentioned in the Tender Document and shall comply with them strictly.

SIGNATURE OF THE AUTHORISED SIGNATORY:

FULL NAME & ADDRESS OF THE BIDDER:

COMPANY SEAL

**(Signature of the authorized person with seal)**



### Annexure-C

### TECHNO-COMMERCIAL BID

1	<b>Name of the Agency</b>	
2	<b>Address of Registered Office at Tezpur / Guwahati</b> (please attach supporting documents)	
3	<b>Year of Establishment / Incorporation</b>	
4	<b>Registration No. / Trade License No.</b> (please attach supporting documents)	
5	<b>Name of the authorized person</b> (authorization letter to be attached)	
6	<b>Contact details of the authorized person</b> (with Telephone No., Mobile No., E-mail id)	
7	<b>Permanent Account No. (PAN)</b>	
8	<b>GST Registration No.</b>	
9	<b>No. of years of relevant experience</b> (please attach supporting documents)	
10	<b>INS Registration No.</b> (please attach a copy of the valid registration certificate duly attested by a Gazetted Officer)	
11	<b>Annual Turnover for the last three years</b> (please attach supporting documents)	
12	<b>List of 5 major clients</b> (Govt./PSU/Higher Educational Institute (HEI) like Central University/IIT/IIM/NIT etc. located in Assam) (please attach supporting documents)	
13	<b>Name and address of contact person located in Tezpur / Guwahati</b>	
14	<b>Whether advertisements can be published at DAVP rates? (Yes/No)</b>	
15	<b>Details of Tender Fee (DD No./ Bank name etc.)</b>	
16	<b>Any other remark</b>	

(Signature of the authorized person with seal)

\*Use separate sheets, if required