



# **GGG IP UNIVERSITY**

**Invites**

**e-Tender for**

**EMPANELMENT OF PRINT MEDIA  
ADVERTISING AGENCIES FOR PUBLICATION OF  
VARIOUS ADVERTISEMENTS OF THE UNIVERSITY  
IN NEWSPAPERS & MAGAZINES**

**GGG IP UNIVERSITY, DELHI-110078**

## **GENERAL TERMS & CONDITIONS FOR EMPANELMENT OF AGENCIES**

GGs IP University intends to prepare a panel of Print Media Advertising Agencies for publication of various advertisement of the University newspapers & magazines. The panel would be valid for a period of three years and may be extended further on the basis of satisfactory performance.

1. Print media advertising agencies empanelled with the Department of Audio Visual Publicity(DAVP) having ample experience of publishing print advertisements are invited to participate in the e – tender uploaded on the e – procurement portal of GNCTD for the purpose. The last date of online submission of e – tender is 17<sup>th</sup> August 2022.

1. Scope of work:

- i) The empanelled advertising agencies will have to extend competitive rates of publications through their official e-mails at the time of inviting quotations for publishing advertisements of the University related to advertisements of admissions notices, employment notices, exam Schedules, tenders notices,etc.
- ii) As the matter is strictly time bound, the Agency has to execute the work in stipulated time frame and to get the advertisement published as per specific directions on commercial / DAVP rates.
- iii) Estimated cost of work is one crore.
- iv) To provide necessary services for publishing the content approved by the University authorities in national dailies/weekly publications from Delhi/New Delhi/pan - India circulation.
- v) **The empanelled agencies** will be required to design, translate & type, the content of the advertisement to be published and submit the same for approval of the University authorities.
- vi) To perform all tasks necessary including but not limited to designing of the matter of the advertisement , its translation, typing work, etc. to achieve the objective mentioned in the above para.
- vii) The design of the advertisement to be published alongwith the estimate for publication must be submitted to the University for approval in a time- bound manner.
- viii) After the approval of the design/content of the advertisement & estimate, the University authorities will issue work order. The advertisement should be published on the very next day or as per the date given in the work order.
- ix) The agency shall be required to submit the bill for publication of the advertisement as per quoted rates along with the published copies. The agencies are expected to provide proper service at all the times during the contract.
- x) University will provide the content of the advertisement through mail only.

2. **Parties:** The parties to the Contract are the tendering agencies and the University.

3. **Eligibility criteria:**

i.	The agency should be in existence for at least 3 years (Certificate of Registration /Incorporation should be enclosed) please fill <b>Annexure-A</b>
ii.	Self -attested copy of valid proof of empanelment with DAVP
iii.	The agency should have 3 years experience of providing advertising services to universities, scientific, technical or management institutes, PSUs. <b>(Please enclose copy of work orders for last 03 years as proof).</b>
iv.	The agency should have average annual turnover of at least Rs 30 Lakh during the previous three financial years i.e. 2018-19, 2019-20, 2020-21. Certified copy of IT Returns along with balance sheet <b>to be enclosed</b>
v.	The advertising agency shall provide a certificate that it has not been debarred or blacklisted by any Central/State Government department/bodies/PSUs/any other Govt. department/etc. from participation in the tender process applying for empanelment, should not have been blacklisted by any organization. (Self certification on the letter head of the agency may be enclosed) <b>Annexure B</b>
vi.	Duly signed tender document along with all corrigenda, addendum issued in respect of tender document, if any, should also be submitted as part of technical bid. Each page of the <b>Annexure</b> , attachments, copies of testimonials, etc. attached with the tender document must be signed by the authorized signatory of the bidder

#### 4. Special Term & Conditions:

- i. The Advertising Agency should be sincere and prompt to respond to call of the GGS IP UNIVERSITY. The job is to be executed within the time prescribed by the University with all required information so as to avoid the delay or duplication. The agency shall be required to execute the task even at the shortest notice and on holidays during 365 days of the year.
- ii. No charges for any artwork, design, translation, typing, edition of content etc. with respect to the advertisement to be published, shall be payable separately.
- iii. All the information of the GGS IP UNIVERSITY is CONFIDENTIAL and shall not divulged/ diverted to any outsider by the agency or its workers, representatives, employees. etc.
- iv. Successful bidders will have to sign a contract with GGS IP University, as given at the end of this document at **Appendix C**.
- v. Additional/ modified/ revised terms & conditions can also be made applicable to the empanelled agency including those who are being awarded any work by the GGS IP University at any stage, based on requirements of the University, if felt necessary.
- vi. GGS IP University reserves the right to keep or remove any Agency on the approved panel for above works, etc. for any administrative reason.
- vii. Whenever any work is required to be undertaken by the University, price bids will be called from all empanelled Agencies as per GFR rule applicable. The bid, which doesn't meet specifications given in the schedule of work, will be rejected. And work order will be given to the agency that quotes lowest rate/rates.
- viii. The acceptance of the price/ commercial bids rests with GGS IP University. However, the Competent Authority reserves the right to accept or reject any tender (including the L1 bidder) without any reason thereof.
- ix. Any failure on the part of the bidder to observe the prescribed procedure will prejudice the Agency's quotation.

- x. GGS IP University reserves the right to relax/ amend/ withdraw any of the terms and conditions as contained in the tender documents without assigning any reason, thereof.
  - xi. Bidders must regularly check the CPP portal for any corrigendum
  - xii. Any Agency, if having any dispute with GGS IP University, will not be considered for any further job/work order till settlement of the dispute. In case of a dispute, the decision of the GGS IP University would be final and binding.
  - xiii. All documents submitted (including manuscript, art-work, photographs, CDs/ DVDs. etc.) by GGS IP University should be treated as confidential. Any use of these documents for private or public use by the agency is not permitted. It will be responsibility of the Agency to return all material stated above, after completion of the job, failing which the costs of such items will be recovered from the Agency.
  - xiv. No advance would be paid to the agency for execution of the order.
  - xv. Notice inviting price bids for the printing job can be sent/ informed to the empanelled agencies through fax/mail/e-mail/voice telephone/by-hand in addition to speed post /registeredpost/courier, etc. as per GFR.
  - xvi. **Right to Call upon Information Regarding Status of work:** GGS IP University has the right to call upon information regarding status of work at any point of time.
5. A sum of Rs 50,000/- (Rupees Fifty thousand only) will have to be submitted by the empanelled agencies as Performance Security for a validity of at least 36 months. However, the EMD will be invited as required for each specific jobs as per the tender invited.
  6. **Validity:** The bids shall be valid for a period of 180 days from the date of opening of the tender.
  7. The agencies are advised to study the tender document carefully before submitting the bid. It will be presumed that the Agency/Agencies have considered and accepted all the terms and conditions of this tender. No enquiry, whatsoever verbal or written, shall be entertained in respect of acceptance/rejection of the tender. Bids must be unconditional.
  8. Any inquiry after submission of the tender will not be entertained.
  9. **Security Deposit:** All empanelled Agencies would be required to furnish a security deposit of Rs 50,000/- (Rupees fifty thousand only )in the form of Demand Draft/FDR/Bank Guarantee from any Scheduled Bank in favour of “ The Registrar, GGS IP University” payable at Delhi. In case the Security Deposit is submitted in the form of Bank Guarantee, the same should be valid for a period of 3 (three) months beyond the date of expiry of the term of empanelment (39months). GGS IP University reserves the right to ask for Performance Guarantee extension if contractual obligations are not fulfilled.
10. **Criterion for Evaluation of Tenders:** The evaluation of the tenders will be made first on the basis of technical information furnished in form given at Appendix-A and then on the basis of inspection of the facilities/ place of work of the agency by a Tender Evaluation Committee. Any inferences drawn by the tenders or their representatives during the opening of the bids will be their own view and GGS IP University will not be responsible/required to abide by the same.

#### 11. **Right of Acceptance and Other Provisions:**

GGS IP University reserves the right to reject/cancel any or all the tenders at any time, including of those bidders who fail to comply with the instructions without assigning any reason whatsoever. GGS IP University also reserves the right to modify and/ or relax, any terms & conditions of this tender document to safeguard its interest. The decision of GGS IP University in this regard shall be final and binding.

## 12. Penalty:

- i) It shall be lawful for GGS IP University, in its discretion, in the former event to remove or with hold any part of the order, until such times as it may be satisfied that Agency is able to do and will duly observe the said conditions and in the latter event to reject or remove, as the case may require any order executed otherwise than in a good condition and to the satisfaction of GGS IP University in terms of design & quality work etc and by the time fixed by it and in both or either of the events aforesaid to make such arrangements as it may think fit for the execution of the orders or removed or order in lieu of that so rejected or removed as aforesaid on account and at the risk of the Agency.
- ii) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, GGS IP University may charge the amount of such excess cost to the agency and the same may at any time thereafter be deducted from any amount that may become due to the agency under this or any other contract, or maybe demanded from the agency to be paid within fourteen days to the credit of the GGS IP University.
- iii) If the vendor fails to deliver any or all of the work within the time frame(s) incorporated in the contract, GGS IP University shall, **without prejudice to other rights and remedies available to it under the contract, deduct from the contract price**, the Competent Authority may impose a penalty of upto Rs. 10,000/- per instance (min Rs. 2000/-) depending upon the quantum of work.
- iv) In extreme cases, GGS IP University will cancel the work order and may remove the agency from the empanelled list.

## 13. Force Majeure:

The term "Force Majeure" as employed herein shall mean Act of God, Floods, Tempest, war, civil riot, fire and Arts, Rules and Regulations of respective Government of the two parties namely University and the bidder, directly affecting the performance of the contract.

In the event of either party being rendered unable by Force Majeure to perform any obligation required in the performed by them under this Agreement, the relative obligation of the party affectd by such Force Majeure shall, upon notification to the other party be suspended for the period during wihcjh cause lasts. Time for performance of the relative obligation suspended by the Force Majeure, shall then stand extended by the period for which such clause lasts.

If deliveries are suspended by force majeure conditions lasting for more than 60 days, the University shall have the option of cancelling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

## 14. Arbitration:

- a) If dispute or difference of any kind shall arise between GGS IP University and the Agency in connection with or relating to the contract, the parties shall make every effort to resolve

the same amicably by mutual consultations.

- b) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Vice Chancellor, GGS IP University at Delhi as per the provisions of the Indian arbitration and Conciliation Act, 1996 and the rules framed there under. His/ Her decision will be final & binding on both the parties.
- c) The agreement shall be deemed to have been concluded in the National Capital Territory of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the Court within NCT of Delhi will have jurisdiction to the exclusion of all other Courts.

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Dr Pankaj Agrawal

Deputy Registrar(PR)



Govt. Department? If not, please submit a self-attested certificate to this effect.

14. Sample of work done to show creativity and designing capability.

- (i) .
- (ii) .
- (iii) .

Signature of the Proprietor/Authorized

Signatory Rubber Seal indicating

complete address

Place:

Date:



**UNDERTAKING**

It is certified that my Agency/ Agency/ Company has never been **black listed/ placed in defaulter category** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government and no criminal case is pending against the said Agency/agency as on

\_\_\_\_\_.

Signature of the Tenderer\_\_\_\_\_

Name of the Signatory\_\_\_\_\_

Name of the Agency/agency\_\_\_\_\_

Seal of the Agency/Agency \_\_\_\_\_

Place:

Date:\_\_\_\_\_

(Stamp paper of requisite amount)

**AGREEMENT**

This agreement is made on \_\_\_\_\_ 2021-2022 between The Registrar, GGS IP University And

M/s \_\_\_\_\_ (Name of Contractor/Sole

Proprietorship/Company/Partnership) herein after referred to as the “**Agency**”) having its registered/principal office at \_\_\_\_\_ through its authorized signatory which expression unless repugnant to the context or the meaning there of shall include its permitted assigns and successors; on the other part

Collectively referred to as the “**Parties**”;

Whereas, GGS IP University in the course of its activities, grants contract to Agency for undertaking printing jobs and assignments in connection with the activities undertaken by GGS IP University.

Whereas, the Agency has been selected/ approved for award of contract, for printing work, herein after referred to as the “**Contract**”, for a period of \_\_\_\_\_ months/years in accordance with letter No. \_\_\_\_\_ dated \_\_\_\_\_.

Whereas the Agency and GGS IP University desire to define their respective rights and obligations with respect to the Contract and its execution;

Now therefore, in view of the foregoing premises and in consideration of the mutual covenants, GGS IP University and the Agency hereby agree as follows:-

1. The Agency has accepted the contract on the terms and conditions set out in the tendernotice no. \_\_\_\_\_ dated \_\_\_\_\_, which shall hold good during period of this agreement.

2. Upon breach by the Agency of any of the conditions of the agreement, the GGS IP University may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the GGS IP University to claim damages for antecedent breaches thereof on part of the Agency and also to reasonable compensation for the loss occasioned by failure of the Agency to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the Agency to the GGS IP University.

3. Upon the determination of this agreement whether by effluxion of time or otherwise, the

said deposit shall after the expiration of two months from the date of such determination be returned to the Agency but without interest and after deducting there from any sum due by the Agency to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of 36 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one month notice in writing without compensating the Agency.

5. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the GGS IP University to the Agency as here in after mentioned the Agency hereby covenants with the GGS IP University to provide the Services and to remedy defects there in conformity in all respects with the provisions of the Contract.

6. The Tendering Authority hereby covenants to pay the Agency in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be titled to render services from else other organization after giving due notice to the Agency on the amount and at the risk of the Agency without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the Agency shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHERE OF the parties have caused this Agreement to be executed by the hands of dulyauthorized representatives on the day, month and year first before written.

Signed:  
For and on behalf of  
GGS IP University  
\_\_\_\_\_

Witness1 \_\_\_\_\_

Witness2 \_\_\_\_\_

Authorised Signatory

For and on behalf of  
M/s \_\_\_\_\_  
Authorised Signatory

Witness1 \_\_\_\_\_

Witness2 \_\_\_\_\_