

HARCOURT BUTLER TECHNICAL UNIVERSITY
Kanpur-208002

Tender price: Rs. 3,000+18%GST

TENDER NO. HBTU/SPS/01/2019
FOR
EMPANELMENT OF ADVERTISING AGENCIES

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 Harcourt Butler Technical University, Kanpur, Uttar Pradesh, here after referred as University for brevity, under Two Bid System from reputed, registered, experienced, financially sound and INS (Indian Newspaper Society) accredited Advertising Agencies/Companies /Firms having annual turnover more than INR 1.00 Crore 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 one year and further extendable by one or two more years at the discretion of the University and subject to satisfactory performance of agency.
- b. The e-Bid document is available on e-tender portal <https://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 <https://etender.up.nic.in>, up to the date and time mentioned in the Section 1.4.
- d. Estimated cost of Tender: Approximately **Rs. 20,00,000.00 (Rs. Twenty Lacs Only) Including all taxes.**

1.2. Issuer of the Request For Proposal (RFP)

Registrar,
Harcourt Butler Technical University
Kanpur (U.P.)- 208002
Phone No. 0512-2534001-05
E-mail Id: registrarhbtu@gmail.com
Website: www.hbtu.ac.in

Any proposal received by University after the deadline for submission of proposals mentioned in the Key Events & Dates as per section 1.4 will be summarily rejected. University shall not be

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responsible for any delay, Technical fault or non-receipt of the documents. No further correspondence on the subject will be entertained.

1.3. 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 as available on the website: <https://etender.up.nic.in>

Sr.No.	Events	Date and Time
1	Uploading/Publication of Tender Document	14/06/2019, at 0900 hrs.
2	Downloading of Tender Document	14/06/2019, at 0900 hrs.
3	Pre-bid meeting	01/06/2019, at 1100 hrs.
4	Last date of bid submission	08/07/2019, at 1700 hrs.
5	Technical bid opening	09/07/2019, at 1400 hrs.
6	Seek clarification starts	14/06/2019, at 0900 hrs.
7	Seek clarification ends	29/06/2019, at 1400 hrs.
8	Earnest Money Deposit (EMD)	INR Rs. 20,500/ (Rs. Rupees Twenty Thousand Five Hundred Only) in the form of a Demand Draft drawn on any scheduled bank payable at Kanpur, in favour of Finance Controller HBTU, Kanpur.

1.5. Amendment of RFP Document

At any time till one days before the deadline for submission of Bids, the University 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 <http://etender.up.nic.in>. All such amendments shall be binding on

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all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. The University also reserves the rights to amend the dates mentioned in the **Section 1.4** of this RFP for Bid process.

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/registered partnership firm or company.
- ii. The Tenderer Agency should be fully accredited with INS.
- iii. The Tenderer Agencies annual Turnover should be more than Rs. 1.00 Corer.
- iv. 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.
- v. The Tenderer Agency should be registered with the competent authority for GSTIN and PAN.
- vi. The Tenderer Agency should be an Income Tax assessee having filed its Income Tax returns for the last 3 assessment years.
- vii. The Tenderer agency should have office at UP with basic infrastructure to undertake the University assignment.
- viii. 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 University or 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 the University or 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 Harcourt Butler Technical University, Kanpur of India or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
 - f. 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.
 - g. The Bidder should have to submit EMD and Bid Processing fees of amount as mentioned in the RFP.

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SECTION III- SCOPE OF WORK

- 3.1** Provide services for release of Advertisement/ Tender Notices in different Newspapers on the specific date as directed by this University after designing and formatting the text of Advertisement/ Tender Notices so that this could fit to be published in specific space in English & Hindi languages 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 one year from the date of contract which can be extended for another by one or 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 all the rights to terminate the contract/empanelment at any time even before the contractual period if 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. 20,500/- (Rupees Twenty Thousand Five Hundred Only) and Tender Fee of Rs.3000/- +18%GST separately in the form of Demand Draft in favour of Finance Controller HBTU, Kanpur, drawn on any scheduled bank payable at Kanpur. The EMD of unsuccessful tenderers shall be returned to them within one month after the empanelment of the Agencies. If any of the information furnished by the bidders 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 deposit a sum of Rs. 1,00,000/- (Rupees One Lacs Only) as security deposit . The payment will be adjusted from the EMD already deposited and a sum of Rs.79,500/ - (Rupees Seventy Nine Thousand Five Hundred

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only) more will have to be deposited within 10 working days after empanelment subject to following coloration.

- a. The security deposit will be retained by University throughout the empanelled period and No interest shall be payable on this amount in any case.
- 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 had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Tender and a fresh Security Deposit will be required to be furnished
- d. 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 any part thereof towards the satisfaction of any sum due to be claimed for any losses.
- e. This security amount will be refunded to the Agency after the expiry of the empanelment on the written request of the agency along with no dues certificate from University.
- f. 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 Law enforcing agency or any person working on behalf of the same.
- g. The empanelled Advertising Agencies shall reimburse the security deposit to the extent said amount is deducted as fine within 15 days period failing which it will be considered and treated as breach of the agreement.

4.5. PERIOD OF CONTRACT:

- a. The Contract shall remain in force for a period of one year from the date of issue of acceptance letter and further extendable by one or two more years at the discretion of the University and subject to satisfactory performance of agency.
- b. The Registrar 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

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compensation by reason of such termination. The action of the Registrar 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.

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- 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 <https://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 authorities 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

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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. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- 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. In case of consortium, Prime Bidder shall be required to upload the Bid using its Digital Signature. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Bid.

4.8. SIGNING OF TENDER

- i. The authorized **signatory shall possess Digital Signature Card (DSC) for submission of tender documents and RFP. The DSC holder/authorized signatory signing the**

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tender shall state in what capacity he is signing the tender, e.g., as sole proprietor of the firm, or as a Secretary/Manager/Director etc., of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the registered 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 University 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. 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.

4.10. Clarification on RFP

- A. Prospective Bidder requiring any clarification on the RFP Document may submit his queries through the e-tender website.
- B. University will respond through e-tender website portal only, to any request for clarification to queries on the RFP, received not later than University Dates prescribed in Section 1.4.

4.11. 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.

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4.12. Documents Comprising the Bids

The Proposal shall have Two Cover System for this RFP:

- i. Technical Bid.
- ii. Financial Bid.

The Technical Bid submitted by the Bidder shall comprise the following:

- a. Annexure-I – Proposal Covering Letter
- b. Annexure-II - General Information about the Bidder
- c. Annexure-III - Qualification Check List
- d. Annexure-IV – Financial Information
- e. Annexure-V - Format for Past Experience
- f. Annexure-VI - Declaration Regarding Clean Track Record

The Financial Bid submitted by the Bidder shall comprise the following:

- (g) Annexure-VII - Response to RFP: Financial Bid (Only Online Submission)

In addition, scanned copy of Tender Fee and EMD are to be submitted at below address:

Registrar,

Harcourt Butler Technical University

Kanpur (U.P.)- 208002

Phone No. 0512-2534001-05

E-mail Id: registrarhbtu@gmail.com

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.**

4.13. Bid Validity Period

- a. The proposals shall be valid for a period of three calendar months 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 e-mail.

4.14. 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.

4.15. OPENING OF TENDERS: The Technical Bid will be opened in the University Office at the fixed time and the date indicated in section 1.4 this RFP. The documents submitted along with the

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RFP shall be scrutinized and verified by the Committee. If the date on which the tender is to be opened is declared as holiday for any reason the tender will be opened on the next working day at the same time as earlier.

NOTE:

- a. Bidders need to fulfill all the qualification conditions mentioned in Qualification 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. The Bidder needs to strictly adhere to the formats provided in **Annexure-I** to **Annexure-VII** and provide information against each of the line items. Any non-conformance shall constitute a deviation from RFP conditions.
- c. 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.

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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 as :

Sr.No.	Broad Criteria	Score	Guidelines for evaluation	Proof to be submitted	*Page no. of relevant document
1	Work experience with Govt./Ministries/PSU's/ State/Central Universities (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. 2015-16, 2016-2017 and 2017-18	20marks	Minimum 1.00 Crore – 10 marks, thereafter 2 marks for every Fifty lacs up to maximum 10 marks	Audited Balance Sheet of the Company.	
3	No. of years of existence of agency	20 marks	Upto 5 yrs. – 10 Marks thereafter two mark for every one year up to maximum 10 marks	Certification of Registration/ incorporation	
4	No. of press releases issued	20 marks	Upto 10 release–10 marks thereafter two mark for every five release up to maximum 10 marks	Copy of work order if any & Sample	
5	No. of PR/Media Expert team members.	10 marks	Upto 3 expert – 5 Mark thereafter one mark for each expert up to maximum 05 marks	Details/bio-data enclosed	
Total Score = 100			Score Obtained =		

***It is mandatory to mention the page number of relevant document in this column**

4.16.2. Opening of Financial Bids

- The Financial Bids of those tenderer will be opened who had qualified in detailed scrutiny and evaluation of the Technical bid conducted by the Tender Evaluation Committee/Tender Inviting Authority by scoring 50 or more technical score.
- The Financial Bid shall be submitted **online only** in the format given in BOQ.
- The Discount offered should be given strictly on the format given in the Financial Bid only.
- The financial bid offer should have detail of all payable taxes.

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- e. If the contract attracts any statutory deductions, the same will be deducted while settling the payment.
- f. There should not be any hidden costs.

4.16.3 Final Evaluation of Bids-

Those bidders who have scored 50 or more technical score in technical evaluation will be evaluated for financial bid. **The final selection of the agency will be based on maximum discount offered by agency on publishing bill of newspaper.**

4.17. LEGAL:

- a. Agency shall be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the University 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/e-mail/Phone Call.
- g. The court at Kanpur will have the jurisdiction over all legal disputes under the agreement.

4.18. 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 University 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 Annexures 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 University may have under the Contract and law.
- c. In case of any clear indication of cartelization or collusive bidding, the University shall reject the tender(s), and forfeit the EMD.

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4.19. 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 Harcourt Butler Technical University, Kanpur, Uttar Pradesh, of India 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 Harcourt Butler Technical University, Kanpur, Uttar Pradesh of India, 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 DAVP or 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 3 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 University.
- 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

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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, Registrar or his authorized representative may ask the Agency to publish correct advertisement again for which no payment shall be made by the University.

- 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 Registrar 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, University 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. 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

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Advertising Agency will be completely liable in all such cases, and no liability shall lie with University.

- x. 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.

4.20. TERMS OF PAYMENT :Within 60 days of the release order, the agency will present bills along with two tear Sheets of newspapers containing published advertisements; copy of Release Order issued by the University and **copies of bill charged by newspaper for publishing the advertisement.** 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) All the bills received from the newspapers have thoroughly been checked against **bills charged by newspaper for publishing the advertisement and discount offered by publishing agency** and found correct.
- b) The advertisement published by the newspapers has been checked and found correct.
- c) The agency should attach a forwarding letter on its letter head of the current date with the bills while submitting it in University.
- d) 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 University immediately. Agency will also certify that these charges have not been claimed earlier and will not be claimed in future also.
- e) 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.
- f) The University reserves right to disallow a part or full payment against any bill, if any of the general or special condition, is violated.
- g) If the rates are enhanced by Newspapers after payment of original bills, no supplementary bill will be accepted, and the Agency will have to clarify this to the publication on their own, and no liability will be accepted on this account by University.
- h) 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 University will have no liability and / or responsibility in this regard.

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- i) 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.

4.21 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 un work-man like performance of any of the services under the contract.

4.22 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.

4.23 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).

4.24 FORCE MAJEURE

The contractor will not be responsible for delays which may arise on account of reasons beyond his control of which the Hon'ble Vice- Chancellor shall be the final judge. 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.

4.25 LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION.

The contract will be governed by the laws of India for the time being in force.

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Proposal Covering Letter

.....
.....
.....

From (full name & address of the tenderer)

To
The Registrar
Harcourt Butler Technical University
Kanpur, Uttar Pradesh-208002

Subject: Acceptance of Terms & Conditions of tender -

Name of Work: - Empanelment of Advertising Agencies for Harcourt Butler Technical University, Kanpur, Uttar Pradesh-208002. I/we submit the Online Tender for Empanelment of Advertising Agencies for Food Corporation of India, UP Region for a period of one year and further extendable by one or two more years at the discretion of the Harcourt Butler Technical University, Kanpur, Uttar Pradesh-208002 and subject to satisfactory performance of agency on same Terms & conditions.

1. I/We have thoroughly examined and understood all the terms & conditions as contained in the Tender document, General Information to Tenderer and its annexure and agree to abide by them.
2. I/We hereby unconditionally accept all the tender conditions from page no 3 to 15 of this tender document in its entirety for the above work and agree to abide by them.
3. The contents and clauses of the tender documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on quoted rates, if any) in the tender and the same has been followed in the present case. In case, this provision of the tender is found violated after opening the cover. I /We agree that the tender shall be rejected and Harcourt Butler Technical University, Kanpur, Uttar Pradesh-208002, shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely,
4. I agree to keep the offer open for acceptance up to and inclusive of date upto which bid will be valid and to the extension of the said date by a fortnight in case it is so decided by the Registrar, Harcourt Butler Technical University, Kanpur, Uttar Pradesh-208002. I shall be bound by communication of acceptance of the offer dispatched within the time. I also agree that if the date upto which the offer would remain open is declared a holiday for the University the offer will remain open for acceptance till the next working day.
5. I/we hereby declare that our Firm/Company/agency has not been blacklisted or otherwise debarred during the last five years by any Public Sector Undertaking or any Department of Central Government or State Govt., for any failure to comply with the terms and conditions of any contract or for violation of any Statute, Rule, or Administrative Instructions (Annexure-VI). (*)

OR

I hereby declare that my Firm/Company/agency was blacklisted/debarred by _____
(here give the name of the client) for a period of _____, which period has expired on _____

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(Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given on separate sheet attached as per Annexure-VI). (*)

(*) (strike out whichever is not applicable)

Annexure-I Contd..

6. I/we hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by us with the Harcourt Butler Technical University, Kanpur, Uttar Pradesh-208002., or any other Public Sector Undertaking or any Department of Central Government or State Government during the last five years.

7. I/we hereby declare that I/we have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

8. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety

I/we certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, the Harcourt Butler Technical University, Kanpur, Uttar Pradesh-208002 shall have the right to disqualify me without giving any notice or reason thereof or summarily terminate the empanelment, without prejudice to any other rights that the Corporation may have under the Contract and Law.

Yours faithfully

(Signature of Tenderer with Name & Official Seal)

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OIC CS&P

(Dr. Arun Maithani)
Incharge CS&P

(S.K. Mishra)
IA

(Dr. M. K. Shukla)
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General Information about the Bidder

NAME OF WORK: Empanelment of Advertising Agencies for Harcourt Butler Technical University, Kanpur, Uttar Pradesh

(TO BE FILLED BY THE TENDERER IN CAPITAL LETTERS)

1	Particulars	To be filled in by the Tenderer
	Name of Advertising Agency :-	
	a. Whether Proprietorship / Sole / Partnership / Pvt. Ltd. / Ltd. Co	
	b. Name of the Owner/Proprietor/Partner	
	c. Name of the Authorized contact person	
2	Head Office	
	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	
3	Branch Office	
	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 Registration with INS	
6	INS Registration Number	
7	Service Tax Registration number issued by Central Excise Dept.	
8	Permanent Account Number issued by the Income Tax Department.	

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Annexure–II Contd..

9. Give details of experience/work order/empanelment of at least 3 years work of Govt. Deptt./PSU/State or Central Universities mandatory. (Attach separate sheet if space provided is insufficient)

Sr. No.	Details of Major Clients along with address	Empanelment (Date)	From	Empanelment To (Date)
1				
2				
3				
4				
5				
6				

Financial turnover of the tendering Company/Firm/Agency for the last 3 financial years. (Attach separate sheet if space provided is insufficient).

Financial Year	Amount (In Crore Rupees)	Remarks if any
2017-2018		
2016-2017		
2015-2016		

I/we hereby declare that particulars filled as above are true and best of my knowledge and I fulfill all the technical requirements as mentioned in Tender Notice/General Information and Terms & Conditions of this tender document, In case any of the above details furnished by me are found to be false at any stage or during the Empanelment period, I am liable for legal action besides termination of the empanelment and forfeit of security also the decision of Registrar, Harcourt Butler Technical University, Kanpur, Uttar Pradesh-208002 in all matters of empanelment will be final and binding

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

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OIC CS&P

(Dr. Arun Maithani)
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Qualification Check List

Sr.No.	Clause	Documents Required	Compliance (Yes / No)	*Page No. Fill by Bidders
1.	The bidder should be a company registered under the Companies Act, 1956/Firm registered under the Indian Partnership Act, 1932 or under the Limited Liability Partnership Act or Proprietorship Firm. The Bidder should have been in commercial operations for a period of at least 5 financial years in India.	<ul style="list-style-type: none"> • Certificate of Incorporation/Registration. • Self-Certification of being in business for the last 5 years should be attached. • Memorandum of Association/Partnership deed in case of Partnership firm/Proof of Registration, in case of LLP firm or Proprietorship Firm. 		
2.	The Authorized Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Managing Director/ Board of Directors / Managing Partner of the Bidding Company to sign the Bid and the Contract on their behalf.	A Certificate from the Managing Director/Managing Partner of the Bidder certifying that the Bid signatory is authorized to do so.		
3.	The Bidder should have a valid GSTIN number and PAN Card.	Certificate of GSTIN number, and PAN Card of Bidding Firm		
4.	Bidder should have commutative turnover for last three year should be more than Rs. 1.00 Crore.	<ul style="list-style-type: none"> • Audited Profit and Loss Statement and Balance sheets. • Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder or Certificate from the Chartered Accountant clearly specifying the turnover for the specified years. 		
5.	Bidder should have positive net profit in any two Financial years during the past three Financial years (i.e. 2015-2016, 2016-2017, 2017-2018)	<ul style="list-style-type: none"> • Audited Balance sheet or Statutory Auditor Certificate or Certificate from the Company Secretary of the Bidder or Certificate from the Chartered Accountant for 		

		Financial Years 2015-2016, 2016-2017, 2017-2018		
6.	As on date of submission of the proposal, the Bidder is neither blacklisted by Central Government/State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors / Agents is pending before any court of Law	• Affidavit from the Authorized Signatory to the effect that the Bidder is neither blacklisted by Central Government/State Government or instrumentalities thereof nor any criminal case against the Bidder / Its Partners / Directors/Agents is pending before any court of Law		
7.	The Bidder should have submitted EMD and Bid Processing fees of amount as mentioned in the RFP	Demand Draft		
8.	No. of press releases issued	Copy of work order if any & Sample		
9.	No. of PR/Media Expert team members.	Details/bio-data enclosed		

***It is mandatory to mention the page number of relevant document in this column**

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Financial Information

Name of Agency : _____

Address : _____

Mobile No. : _____

I/we have submitted following amounts Demand Draft/Bankes's Cheque drawn on any scheduled bank and payable at Kanpur, in favor of Finance Controller, HBTU, Kanpur.

Tender Form Cost (Rs. 3,000+18%GST)

Amount	3,000/-+18%GST
Demand Draft Details	
Date	

Earnest Money Deposit (EMD)	
Amount	
Demand Draft Details	
Date	

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

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(S.K. Mishra)
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Format for Past Experience

(To be issued by CA)

TO WHOM SO EVER IT MAY CONCERN

We have examined the books of accounts of M/s. _____ Agency
name with address _____.

and it is certified that its net turnover is as under:-

Financial Year	Amount (In Lacs Rupees)
2015-2016	
2016-2017	
2017-2018	

Further it is certified that, the average gross billing of
M/s _____

_____ exclusively for print media is more than Rs.1.00 Crore for
each of the above years.

I hereby declare that

1. The information provided is true to the best of my knowledge & belief.
2. All figures are taken and compiled as per documentary evidence produced before us.

**(Chartered Accountant Signature with
official Seal)**

Name : _____

Address : _____

Contact Number: _____

Date: _____

Place: _____

**This is only a sample certificate, Agencies are required to produce it in same format on
the official letter head of their Chartered Accountant (CA) duly attested and verified.**

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Declaration Regarding Clean Track Record

I/we hereby declare that our Firm/Company/agency has not been blacklisted or otherwise debarred during the last five years by the Food Corporation of India, or any other Public Sector Undertaking or any Department of Central Government or State Govt., for any failure to comply with the terms and conditions of any contract or for violation of any Statute, Rule, or Administrative Instructions.(*)

OR

I hereby declare that my Firm/Company/agency was blacklisted/debarred by_____ (here give the name of the client) for a period of _____, which period has expired on _____. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given on separate sheet attached)(*).

(* (strike out whatever is not applicable)

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Format for Response to RFP: Financial Bid (BOQ) (To be filled ONLINE Only)

NUMBER #		TEXT #		NUMBER #		TEXT #	
Sl. No.	Item Description	Quantity (Actual quantity will be decided as per work order; for calculation taken as 1.00)		Estimated Rate Excluding Taxes (Estimated Rate is shown only for calculation Actual Rate will be as per Rate Contract) Rs. P	Estimated Total Amount Excluding Taxes (Only for calculation Purpose) in Rs. P	Estimated Total Amount Excluding Taxes in Words	
1	2	3	4	5	6	7	
1.1	Discount offered by agency on publishing bill of newspaper.	1.000	Nos	100.00	100.00	INR One Hundred Only	
Total in Figures					100.00	INR One Hundred Only	
Quoted Rate in Figures			Select		0.00	INR Zero Only	
Quoted Rate in Words			INR Zero Only				

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