



Guru Gobind Singh Indraprastha University

Sector 16C, Dwarka, New Delhi-110078 Website: <http://ipu.ac.in>

TENDER DOCUMENT FOR HIRING OF ADVERTISING AGENCY/ AGENCIES

NOTICE INVITING e-TENDER

The Registrar GGS IP University invites e-tenders from the INS, DAVP and AAI empanelled Print Media Group/Agencies for publication of various advertisement of IP University in the newspaper on discount/Media buying basis on DAVP card rates and Commercial Card rates initially for a period of one year. University reserves the right to curtail or to extend the validity of contract at the same rates and terms & conditions for such period as may be agreed to on yearly basis by another two years

For participation in E-tender, the interested advertising agencies are required to submit their proof of empanelment and quote the Discount/Media buying in percentage at DAVP Card rates and Commercial Card rates in prescribed Performa available at **Annexure 2** of this tender document.

The tender document can also be viewed on University website i.e. www.ipu.ac.in.

Tender Number	GGSIPO/PR/2022-23/01
Bid Validity days	120 days (From last date of opening of tender)
Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Rupees Two Lakhs only)
Tender publishing Date	24-05-2022
Pre-Bid Meeting	On 30-05- 2022 At 11.00 AM
Last date and time of online submission of (Technical & Commercial)	03-06-2022 14:00 hrs.
Date and time of opening of Technical Bids-Online	03-06-2022 15:30 hrs.
Address for Communication	<i>Dy. Registrar, Public Relation Department GGSIPO, Sector 16C, Dwarka, New Delhi 110078 Contact Nos. 011-25302171 Email: pro@ipu.ac.in</i>
(No documents need to be submitted in hard copy other than EMD), as per details as given in the tender document. MSME bidders are required to submit a signed Bid securing declaration as per Rule 170 of GFR	

INFORMATION & INSTRUCTIONS TO BIDDERS

1.0 Introduction

e-tender on behalf of Registrar, Guru Gobind Singh Indraprastha University, Dwarka, New Delhi, is invited in Two-Bid system (Qualifying/Technical & Financial Bid) through e-procurement portal of GNCTD <https://govtprocurement.delhi.gov.in> and can also be viewed on University website i.e. www.ipu.ac.in.

2.0 Scope of work:-

Advertising Agency shall have to publish advertisement of GGS IP University works which are related to Admissions, Recruitments, Tenders and various Events related to Academic responsibility. As the matters are strictly time bound, the Agency has to execute the work in stipulated time and to get the advertisement published as per specific directions on Commercial / DAVP rates.

- i) Estimated Cost of work is one crore.
- ii) To provide necessary services for publishing the content approved by IP University Authorities in National Dailies/weekly publication from Delhi/New Delhi/All India circulation.
- iii) **The selected agency/ agencies** shall be required to design, translate, type, the content of the advertisement to be published and submit the same for approval of IP University Authority.
- iv) 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.
- v) 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.
- vi) Post 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.
- vii) The vendor shall be required to submit of the Bill for publication of the advertisement of DAVP/ commercial rates and after deducting the discount/Media Buying quoted by the Vendor along with the copy of the newspaper in which the publication advt. were published. Vendor is expected to provide proper service at all the times during the contract.
- viii) University will provide the content of the advertisement through email only.

3.0 Definitions:-

3.1 **GGSIPU** means Guru Gobind Singh Indraprastha University, Delhi.

3.2 **University** means Guru Gobind Singh Indraprastha University, Delhi.

3.3 **Bidder/agency/agency/agency** mean the proprietorship Firm, partnership Firm, limited company private or public or corporation.

3.4 **Authority** means the Registrar, GGSIPU or his nominee.

3.5 **“Year”** means “Financial year” i.e. 1st April 2022 to 31st March 2022 unless stated otherwise.

4.0 Who can apply:-

4.1 The agency/agencies should be registered with State Government / Central Government. A duly attested copy of such certificates has to be provided alongwith technical bid.

4.2 **Joint Ventures shall not be accepted.**

5.0 The “Financial Bid” must be uploaded on e-tender website i.e. www.govtprocurement.delhi.gov.in.
Conditional tenders/bids shall be summarily rejected

6.0 Earnest Money Deposit (Bid Security):-

6.1 EMD shall be accepted with a minimum validity of 4 **months** in the form of DD or Bank Guarantee or Fixed Deposit Receipt (FDR) which shall be in favour of “Registrar, GGSIPU”, payable at Delhi. The EMD may also be deposited online for which the details are as follows:-

1	Accounts Holder Name	Registrar, Guru Gobind Singh Indraprastha University
2	Account No.	927860555
3	IFSC Code	IDIB000G082
4	Bank Name	Indian Bank
5	Micr Code	110019071
6	Accounts Type	SB (Saving)
7	CBS Code/Branch Code	02029
8	Branch Name & Address	GGSIPIU, Sector-16C, Dwarka, New Delhi -110078
9	Banker’s Phone No.	011-28035244

6.2 The Earnest Money Deposit will be returned without any interest to the unsuccessful bidders.

7.0 Technical Bid Evaluation Criteria: -

Technical Bid with required documents must be uploaded on e-procurement website, No hard copies of technical bid are required other than the EMD which should only be submitted in the office by due date and time. The documents submitted as per Technical Bid **Annexure – 1** will first be scrutinized. Only those bidders who qualify the Pre-Qualification cum Technical Stage (As per the requirement of Technical Bid) shall be considered for Price (Financial) Bid Evaluation.

8.0 Special Terms and 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.,

9.0 Terms & Conditions

1.	Pre-Bid Meeting
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	<p>i. There shall be pre-bid meeting, which is proposed to be held in the Seminar Hall, Administration Block, Sector 16C, Dwarka, Delhi-110078, at 11.00 am on 30/05 2022 for intending applicants in which their doubts in writing shall be clarified beside discussion on any other related issue proposed by the prospective bidders in writing.</p> <p>ii. Decision of the Committee after pre-bid meeting will be uploaded on the e-portal site. No representation shall be entertained after the pre-bid meeting.</p>
2.	<p>Opening of Financial Bid, Evaluation & Selection Criteria</p> <p>i. After the Technical Evaluation of the Bids, the University will open the ‘Financial Bids’ online of the bidders who have qualified in the Technical Eligibility Criteria as per clause 7.</p> <p>ii. The financial bids of only those bidders who qualify the initial eligibility criteria as (Technical Bid) will be opened. The date, time and place of opening of financial bid shall be notified thereafter on e-tender website i.e., www.govtprocurement.delhi.gov.in.</p>
3.	<p>Financial Bid</p> <p>i. The Financial bid evaluation cum Selection of bidders will be done on the basis of highest quoted Discount/Media Buying on DAVP Card Rate (%) & Commercial Card Rate(%).</p> <p>ii. <i>The contract will be awarded to the agency/ agencies, whose (%) percentage of discount is on the higher side in Commercial card rates and in DAVP rates.</i></p> <p>iii. <i>In case any bidder quotes highest discount rates in both commercial and DAVP, same bidder will be selected. If two different Agencies quotes highest %age of discounts on DAVP and Commercial Card Rates, then two highest discount % quoting agencies will be selected for commercial and DAVP card rates separately.</i></p> <p>iv. <i>No altered or Conditional bid will be accepted.</i></p> <p>v. <i>In case of a tie, the successful bidder would be decided by a draw of lots in the presence of the bidders, who may wish to be present on the occasion.</i></p>
4.	<p>General Conditions about the tender</p> <p>i. All information called for in the enclosed forms should be furnished in the relevant places in the forms. If no information is to be provided in a column, a “nil” or “no such case” entry should be made in that column. If any particular/query is not applicable in case of the bidder, it should be stated as “not applicable”. The bidders are cautioned that supply of incomplete information called for in the application forms or deliberate suppression of any information may result in the bid being summarily disqualified. Bids received after the stipulated date and time mentioned in the tender document will not be entertained.</p> <p>ii. The bid document should be legibly written. The bidder should sign each page of the bid.</p> <p>iii. Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialling with date and rewriting. Pages of the eligibility criteria document are to be numbered. Additional sheets, if any added by the bidder, should also be numbered.</p> <p>iv. References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by officer of the certifying client organization.</p> <p>v. The bidder may furnish any additional information which he thinks is necessary to</p>

establish its skill and capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of tender document unless it is called for by the University.

- vi. Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render the bidder liable to be debarred from tendering/taking up of any work in GGSIPU.
- vii. The agency shall indemnify the University against all other damages/charges for which the University may be held liable to pay on account of the negligence of the agency or its staff or any person under its control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The University shall not be responsible financially or otherwise for any injury to the staff deployed by the agency during the course of performing the duties.
- viii. University will be under no legal obligation to provide employment to any of the personnel of the agency after expiry of agreement period and the University does not recognizes any employer-employee relationship between the University and the personnel deployed by the agency.
- ix. Person who is in Government service or an employee of this University should not be made partners to the contract by the agency directly or indirectly in any manner whatsoever.
- x. The successful bidder shall furnish a list of University employees related to him, if any, if the bidder shall obtain a contract with GGSIPU as a result of wrong tendering or other non-bonafide methods of competitive tendering, the University reserves the right to terminate the contract without any liability to the successful bidder.
- xi. Without prejudice to any of the rights or remedies under this contract if the successful bidder dies, the University shall have the option of terminating the contract without compensation to the legal heir of the successful bidder.
- xii. University will have right to add, delete, modify any clause in the tender document before award of the work.
- xiii. University reserves the right to reject any tender including those tender which fails to comply with the instructions without assigning any reason whatsoever & does not bind itself to accept the lowest or any specific tender.
- xiv. **If the bidder is an individual, the application shall be signed by him above his full type written name and current address.**
- xv. If the bidder is a proprietorship Firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his Firm with its current address.
- xvi. If the bidder is a agency in partnership, the application shall be signed by all the partners of the agency above their full typewritten names and current addresses, or

	<p>alternatively, by a partner holding power of attorney for the agency. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the Firm should accompany the application.</p> <p>xvii. If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding authorization from the Board of Directors for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum and Articles of Association duly attested by a Public Notary.</p>
5.	<p>BID VALIDITY</p> <p>i. All the Bids must be valid for a period of 120 days from the last date of submission of the tender for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.</p> <p>ii. A bid valid for a shorter period shall be declared as non-responsive</p> <p>iii. In exceptional circumstances, prior to expiry of the original time limit, the University may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 120 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.</p>
6.	<p>Termination of Contract & Arbitration</p> <p>i. If the agency fails to fulfil its obligations of the contract at any time during the contract period and/or on persistent complaints of users, related to works and/ or services, University shall have the power to terminate the contract and in that case the Performance Security deposited by the agency shall be forfeited and/or the right to debar the vendor for a period of five (5) years to participate in any tender of the University. The decision of Hon'ble Vice Chancellor, Guru Gobind Singh Indraprastha University in this regards would be final and binding.</p> <p>ii. In the case of dispute or differences arising out of way concerning the agreement shall be referred to the Arbitration by sole Arbitrator as per the provision of Arbitration & Conciliation Act, 1996 as amended from time to time. The Arbitrator shall be nominated by Hon' able Vice Chancellor, Guru Gobind Singh Indraprastha University, Delhi. The award of the arbitrator shall be final and binding on the parties.</p> <p>iii. In case of any accident or theft etc. all the claims arising out of it will be met by the agency and University shall not be responsible for any claim.</p> <p>iv. The successful agency shall not engage any sub-agency or transfer the contract to any other person/agency/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.</p> <p>v. Any dispute shall be subject to the Delhi jurisdiction.</p> <p>vi. The University reserves the right to reject any or all the tenders without assigning any</p>

	<p>reason thereof.</p> <p>vii. The University reserves the right to cancel the contract at any time without assigning any reasons, whatsoever.</p>
7.	<p>Performance Security</p> <p>The Performance Security of 3% of the estimated cost of 12 months from the award of work. The Performance Security shall be accepted in the following form and shall be in favour of “Registrar, GGSIPU”, payable at Delhi with a validity of months as under :-</p> <p>i. Fixed deposit receipt (FDR) of a nationalized Bank OR</p> <p>ii. Bank Guarantee (As per Annexure-6). However, if the contract of the selected bidder is extended further, the selected bidder shall be required to extend the period of FDR/Bank Guarantee for a period of three months over and above the period of extension (s).</p> <p>a. In case the successful bidder does not submit Performance Security along with the Agreement within specified time, the earnest money will be forfeited and the successful bidder will be debarred /blacklisted.</p> <p>b. The Security Deposit can be forfeited wholly or partially, by order of the competent authority in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or for non- acceptance of the work order. On completion of the contract, such portion of the said security deposit as may be considered by University sufficient to cover any incorrect or excess payments made on the bills to the agency, shall be retained until the final audit on the account of agency’s bill has been received and examined.</p> <p>c. In case the Bank is unable to pay the money under the fixed deposit receipt/ Bank Guarantee of any bank is furnished by the successful bidder to the University as part of the Performance security, the loss caused thereby shall fall on the successful bidder and the successful bidder shall forthwith on demand furnish additional security to the University to make good the deficit.</p> <p>d. Any loss to the University due to the negligence/lapse on the part of the agency/agency shall be borne by the agency/agency. Alternatively, the amount of loss will be deducted from the amount/bills payable to the agency.</p>
8.	<p>Right of Acceptance of Work</p> <p>i. University will have right to add, delete, modify / amend any clause of the tender before award of the work.</p> <p>ii. University reserves the right to reject any tender including of those tender which fails to comply with the instructions without assigning any reason whatsoever & does not bind itself to accept the lowest or any specific tender.</p>
9.	<p>Agreement & Validity of Rates:-</p> <p>i. The bidder will have to enter into regular agreement “Annexure- 7” on receipt of acceptance of the tender and shall abide by the same for 1 Year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions</p>

	<p>for a period of not more than 01 Year at a time (up to a maximum of 02 years) on review of performance, depending upon the requirement and administrative convenience of the University.</p> <p>ii. During the period of contract including the period of extensions, if any, the rates will not be revised on any ground. The prospective agency may quote the rates accordingly taking into consideration of this aspect.</p> <p>iii. The successful bidder will sign an agreement on a non judicial stamp paper of Rs.100/- and submit the Performance Security at the rate of 3% of the tendered /contract value within 07 days of the award of Contract. The necessary fees, stamp paper, etc. required for completing the agreement have to be borne by the bidder. Performance Security will be extended incase the contract is extended beyond one year.</p> <p>iv. Income tax, GST, TDS and any other tax at the rates in force during the period of contract that will be in force from time to time shall be recovered / deducted from the released payment amount.</p> <p>v. Taxes payable as per rules i.e. GST, State Taxes to the agency will be paid by the University separately.</p>
10.	<p>Payment</p> <p>i. No advance payment will be made to the agency on any account.</p> <p>ii. Payment will be released after submission of bills along with duly signed satisfactory reports & other relevant documents, which fulfilled approved rates, term & conditions within 60 days. However, no interest/penalty would be paid by University in case of delay in payment due to official reason.</p> <p>iii. The bills in triplicate should be made date-wise by the agency and submitted to the Registrar, GGSJ University</p> <p>iv. The University will deduct Income Tax at source as per provision of Income Tax Act from the agency at the prevailing rates. PAN No. and GST No. should be quoted on the body of the bills.</p> <p>v. No overwriting in the bill & report will be acceptable, if any change, the counter signature of the user is to be recorded.</p>
11.	<p>Penalties</p> <p>The vendor engaged for work shall be liable to pay the following penalties in case of deficiencies in service. For any unsatisfactory work/delay in work, the Competent Authority may impose a penalty of upto Rs. 10,000/- per instance (min Rs. 2000/-) depending upon the quantum of work.</p>
12.	<p>Force majeure</p> <p>The right of the agency to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the agency, including but not limited to acts of God, or of the public enemy, restraints of a sovereign state, floods, unusual severe weather conditions.</p>

Technical Bid

Technical BID The advertising agency/agencies is required to submit the following documents:

i.	Organizational Structure of the Advertising agency Annexure-3
i.	Self attested copy of PAN card of Income Tax Department
ii.	Self attested copy of GST Registration Number of Government of India/Delhi
iii.	Self attested copy of proof of Empanelment by INS, DAVP and AAAI
iv.	Advertising agency should be active for minimum 15 years, as Fully Accredited member of Indian Newspaper Society with Head Office in New Delhi/NCR. (Please enclose a copy of proof).
v.	The agency should have experience of providing advertising services to minimum 5 Recognized Universities, Scientific / Technical & Management Institutes (Please enclose copy of work orders for last 05 years as proof).
vi.	Advertising agency should have experience in handling job of press advertising & media released of a single contract of not less than rupees 24 lacs or two contracts of 16 Laksh or three contracts of 10 lakhs in 2018-2019, 2019-2020 and 2020-21 (work order duly to be enclosed).
vii.	Advertising agency should have experience in coordinating at least one International media release for any Educational Institution / University account of repute in last five years including current financial year (work order & related Documents to be enclosed as proof).
viii.	Certified copy of IT Returns of Minimum 30 Lakhs of Last three financial years along with balance sheet (CA Certificate with Audited statement to be enclosed). Annexure-4
ix.	The advertising agency shall provide a certificate that it has not been debarred or blacklisted by any Central/State Government Department/Bodies/PSU/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) Annexure-5
x.	Self attested copy of EMD/ bid security in the form of Bank Guarantee/F.D.R. of Rs. 2,00,000/- (Rupees Two Lakhs only) should be attached and uploaded. The Original to be submitted before the last date and time as specified above.
xi.	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 Annexure , attachments, copies of testimonials etc attached with the Tender Document must be signed by the authorized signatory of the bidder

FINANCIAL BID

F. No.IPU/PRO./2022/

Dated._____

FINANCIAL BID FOR ADVERTISEMENT

Name of the Tenderer/ Firm _____
Full Address _____

Phone No._____ Mobile No._____

- I/We accept all the Terms & Conditions received with Tender Documents.
- I/We have submitted Technical Bid separately.
- I/We now offer to provide the % of Discount/Media Buying on DAVP rate (%) and Commercial Card Rates (%) follows:

S. No.	Description of Items	Qty	Units	Quoted Percentage
1.	Maximum % of Discount/ Media Buying on DAVP Card rates in all publications <i>(In case any bidder quotes highest discount rates in both commercial and DAVP, said bidder will be selected. If two different Agencies quotes highest %age of discounts on DAVP and Commercial Card Rates, then two highest discount % quoting bidders will be selected for commercial and DAVP card rates separately.)</i>	1	Each	
2.	Maximum % of Discount/ Media Buying on Commercial card rates in all publications <i>(In case any bidder quotes highest discount rates in both commercial and DAVP, said bidder will be selected. If two different Agencies quotes highest %age of discounts on DAVP and Commercial Card Rates, then two highest discount % quoting bidders will be selected for commercial and DAVP card rates separately.)</i>	1	Each	

Signature_____

Name:_____ Designation:_____ Seal/Rubber Stamp:_____

Note:

1. **GST Rate extra will be considered.**
2. **Offered %age Discount should be mentioned both in words and figures.**
3. **Financial Bid will be considered only if the Competent Authority accepts technical Bid.**
4. **The award of the contract will be given to the agency, whose (%) percentage of discount is on the higher side in Commercial card rates and in DAVP rates.**
5. **In case any bidder quotes highest discount rates in both commercial and DAVP, said bidder will be selected. If two different Agencies quotes highest %age of discounts on DAVP and Commercial Card Rates, then two highest discount % quoting bidders will be selected for commercial and DAVP card rates separately.**

(Signature of the authorized person with seal)

ORGANISATIONAL STRUCTURE OF THE BIDDER

1. Name & Address of the Vendor(s)*:
(Attach photograph)
2. Telephone No. /Fax No. / E-mail :
3. Legal status of the Bidder (attach attested copies of original document defining the legal status)
 - a) An Individual
 - b) A Proprietary agency
 - c) A Agency in Partnership
 - d) A Limited Company or Corporation
 - e) A Public Sector Undertaking
4. Particulars of registration with various Government Bodies (Attach attested Photocopy)
Organization /Place of registration Registration No.....
5. PAN Card No. _____ GST No _____
6. Names and Titles of Proprietor/Partner/Directors &Officers with Designation to be concerned with this work. :
7. Name & Designation of individuals authorized to act for the organization:
(Pl attach power of attorney/Board Resolution in favour of authorized representative duly signed by authorized signatory)
8. Has the Vendor/ Agency/Agencies ever been debarred/ blacklisted For tendering in any organization in the last three (3) years from the last date of bidding, at any time? If so, give details. :
9. Has the Vendor/ Agency/Agency ever been convicted by a Court of Law in the last three (3) years from the last date of bidding ? If so, give details. :
- 10 Any other information considered necessary but not included above. :

* In case of Individual/Proprietorship Firm, the photograph should be of the individual/proprietor.

While in case of others,

All partners' photographs or the photograph of the authorised person be pasted above.

I/We the undersigned being agency as mentioned above, hereby apply to the University for providing _____ Services as described above in accordance with the terms & conditions of the Tender.

I/We have read and understood the terms & conditions of the tender and hereby unequivocally accept the same. The terms and conditions of the Tender & N.I.T. are also signed and being submitted with the tender form. **I/We hereby declare that the information furnished above is true and correct.**

Place **Name & Signature(s) of Bidder(s) with seal of the Agency**

Date **Name of Bidder(s)**_____

FINANCIAL TURNOVER INFORMATION

Certified copy of IT Returns of Minimum 30 Lakhs of Last three financial years along with balance sheet. Details to be furnished duly supported by figures in balance sheet/profit and loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be uploaded)

Item	2018-19	2019-20	2020-21
IT Returns of Minimum 40 lakhs			
Gross Annual turnover on works(with paper proof) (In Lakhs)			
Profit/Loss(In Lakhs)			

Note: Attach certified copies of Balance Sheet of all years (2018-2021) audited, signed & stamped by Chartered Accountant.

(Signature of Chartered Accountant with Seal)

Place

Name & Signature(s) of Bidder(s) with seal of the Agency

Date

Name of Bidder(s)_____

UNDERTAKING

(Affidavit on Non-Judicial Stamp Paper of Rs.100/- duly attested by
Notary/Magistrate)

Tender no. : _____ **Dated** _____

Tender

Name

I/We _____ S/o Sh _____ Resident of (Address) _____ do
solemnly pledge and undertake:

That I/We certify that I/We, M/s _____ in submission of this offer
having examined the details given in Tender document for the above work and submit the
relevant true & correct information & undertake as under :-

1. I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
2. I/We do not have records of poor performance such as abandoning the work, not completing the contract properly, inordinate delays in completion, litigation history or financial failures etc.
3. Our business has not been banned by any Govt. Organization/PSUs/Institutions/Schools/Universities in the last three years up to the submission date of bidding.
4. We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
5. The information and documents submitted with the bid by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
6. We understand that in case of any statement/information/document furnished by us or to be furnished by us in connection with this offer is found to be incorrect or false, our EMD in full will be forfeited and we shall be liable for blacklisting, banning or forfeiture, cancellation, penalty as deemed fit by the University.
7. That no criminal case has been registered against me/us in last three years on the date of bid submission.
8. We have not been blacklisted /debarred by any of the Government/Public Sector Agency in last three years.
9. None of our relative is working in the University.
10. I/We undertake to provide Manpower without any criminal/immoral background.
11. I/We will fulfill all the Terms and Conditions of the tender and undertake to provide services as per Terms and Conditions including the contract entered with the University.
12. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
13. I/we also authorized the GGSIPU to approach individual, employers, agency, and corporation to verify our competence and general reputation.
14. I/we have read and examined the NIT, all terms & conditions are acceptable to me/us as mentioned in the tender document.
Having read the terms and conditions of the above-mentioned tender and services to be provided.
15. I/We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.

16. If our Bid is accepted, we will obtain the bank guarantees from a Scheduled Bank for a sum as mentioned in this tender document for due performance of the contract.
17. I/We agree to abide by this bid for a period of 75 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
18. Until an agreement is signed and executed, this bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
19. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent alteration and/or replacement.
20. I/We understand and undertake that University is not bound to accept the lowest or any bid, you may receive.
21. I/We understand and undertake GGSIP University reserve the right to cancel the tender without assigning any reason.
22. I/We understand and undertake GGSIP University reserves the right to reject any or all tenders without assigning any reasons whatsoever.
23. I/We understand and undertake that all the disclosures made in this undertaking are made voluntarily, completely and faithfully and nothing material has been concealed by me/us.

Place

Name & Signature(s) of Bidder(s) with seal of the Agency

Date

Name of Bidder(s)_____

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY
(Refer Clause 6 of the NIT)
(To be stamped in accordance with Stamps Act of India)**

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the “Bank”) of the one part and _____ (Guru Gobind Singh Indraprastha University, Delhi) (hereinafter called the “Department”) of the other part.
2. WHEREAS _____ (Guru Gobind Singh Indraprastha University, Delhi) has awarded the contract for providing **Services** for Rs. _____ (Rupees in figures and words) (hereinafter called the “contract”) to M/s _____ (Name of the agency) (hereinafter called the “agency”).
3. AND WHEREAS THE Agency is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Guru Gobind Singh Indraprastha University the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Agency has signed the aforementioned contract with the Guru Gobind Singh Indraprastha University, the Bank is engaged to pay the Guru Gobind Singh Indraprastha University, any amount up to and inclusive of the aforementioned full amount upon written order from the Guru Gobind Singh Indraprastha University to indemnify the Guru Gobind Singh Indraprastha University for any liability of damage resulting from any defects or shortcomings of the Agency or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Guru Gobind Singh Indraprastha University immediately on demand without delay without reference to the Agency and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Agency. The Bank shall pay to the Guru Gobind Singh Indraprastha University any money so demanded notwithstanding any dispute/disputes raised by the Agency in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ **monthss** from the date of signing. (The initial period for which Guarantee will be valid must be for at least six **monthss** longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Guru Gobind Singh Indraprastha University agrees to grant a time of extension to the agency or if the agency fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee on same conditions for the required time on demand by the Guru Gobind Singh Indraprastha University and at the cost of the agency.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the agency.

9. The neglect or forbearance of the Guru Gobind Singh Indraprastha University in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Guru Gobind Singh Indraprastha University for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions “the Department”, “the Bank” and “the Agency” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (**Months**) _____ (year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1.

Signature _____

Name _____

Address _____

Witness-2.

Signature _____

Name _____

Address _____

AGREEMENT

The agreement is made on this _____ day of (**months**)_____ (year) between the Registrar, GGSIP University (herein after called the purchase) acting through its authorized officials _____ (respective GGSIPU) and _____ (Name & Address of the agency, herein after called the agency), whose address is _____.

The agency shall provide **services** on the terms and conditions contained and the rates as mentioned. Now, these present witnesses as and hereby agreed and declare by and between the parties these present as followings.

The agency shall during the period of contract that is to say from date of execution of agreement to _____ or until this contract is determined by such notice as herein after mentioned will provide services

The agency shall comply with all the terms and conditions of the tender document no. - _____ dated _____ which are part and parcel of this agreement and forms integral part of this agreement and also the following.

- i) **The authorised officers of GGSIP University shall place orders for their requirements on the official order form and will receive acknowledgement from the agency for supply of services.** It is anticipated that the agency will supply services to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
- ii) If the agency fails to provide the services to GGSIP University and if the service is not found satisfactory enough, the GGSIP University shall have the right to terminate the contract in whole or part.
- iii) In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal and/or financial implication would be of the agency. GGSIP University shall have no liability whatsoever.
- iv) The tender **document no.**_____ Which is annexed to this agreement is an integral part of this agreement.
- v) In consideration of the payments to be made by the Contractor of the University as hereinafter mentioned, the contractor hereby covenants with the employer to execute and the Advertisement Service w.e.f. ___at ___% of Media Buying/Discount on DAVP Rates at ___% on Commercial Card Rates respectively as per the provisions of this Agreement and the tender documents
- vi) For any legal dispute claims that may arise during the currency of the agreement in respect of services provided by agency. GGSIP University will not be liable for any loss, damage, etc. suffered / to be suffered by the agency or third party, as the case may be, and the agency shall bear the sole liability arising out of such disputes.
- vii) If for any reason, GGSIP University is dissatisfied in any way with the standard of the services or finds any deficiency in service during the Tender period, it will be reported to the agency in writing by the GGSIP University. The agency shall hold no right of raising any dispute on such assessment of deficiency by the GGSIP University and the university shall have the discretion for discontinuation/ termination of services of the service provider on receipt of such complaint(s).
- viii) In the event of any question, dispute or differences arising under the agreement or in connection there with (Except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole Arbitrator appointed by the GGSIP University.

The agreement to appoint an arbitrator will be in accordance with the Arbitrator and Conciliation Act 1996 as amended from time to time.

ix) All disputes are subjected to the jurisdiction of the court at Delhi Only.

In witness whereof the parties present have here into set their respective hands and seals the day. Year
in _____

Above written:

()
Signature on Behalf of GGSIP University

Name:
Designation:
Seal:

()
Signature on Behalf of Agency

Name:
Designation:
Seal:

Agreement signed in the presence of

Witness 1:

Signature:

Name:

Witness 2:

Signature:

Name:

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

To

The Registrar

GGs IP University

Sector 16C, Dwarka,

New Delhi -110078

Sub: Authorization for release of payment / dues from GGS IP University Delhi through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Party/Agency/Company/Institute:

2. Address of the Party:

City _____ Pin Code _____

E-Mail ID _____ Mob No: _____ Permanent Account Number _____

3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name , branch name and code number)			
IFS Code:(11 digit alphanumeric code)			
Account Type	Savings	Current	Cash Credit
Account Number:			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Registrar, GGS IP University Delhi responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.-

Place: _____

Date: _____

Signature & Seal of the Authorized Signatory of the Party

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date: _____

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable