



भारतीय वन्यजीव संस्थान
Wildlife Institute of India

P.O.Box # 18, Chandrabani, Dehra Dun – 248001
Uttarakhand, India

Phone: 0135-2646110 and 2641433 Fax: 0135-2640117
Website: www.wii.gov.in Email: pka@wii.gov.in

Tender Notice No. A/2-13/2002-WII

Empanelment of Advertising Agency

Last date of sale of Tender Document : 11.09.2014 upto 1500 hrs
(Technical and Financial bid)

Last date and time for Receipt of bids : 12.09.2014 upto 1500 hrs
(Technical and Financial offers)

Date & time for Opening of Tenders : 12.09.2014 at 1600 hrs
(Technical bids)

**Administrative Officer
Wildlife Institute of India, Dehradun**



भारतीय वन्यजीव संस्थान
Wildlife Institute of India

Post Box No. 18, Chandrabani, Dehradun – 248001
(An Autonomous Institute of MoEF & Climate Change)
Advertisement No. A/2-13/2002-WII

Empanelment of Advertising Agency

Open tenders are invited in two bid system (Technical and Financial bid) for empanelment of leading advertising agencies for publication work of Institute's advertisement in the local dailies, Employment News, Regional and National newspapers on DAVP rates for a period of one year; extendable for further two years on an annual basis.

Tender Document with detailed terms and conditions can be purchased from the Cashier of the Institute by paying Rs. 500/- in cash or in shape of Demand Draft payable in favour of Director, Wildlife Institute of India, Dehradun or can be downloaded from the Institute's website www.wii.gov.in or www.eprocure.gov.in. In case the tender document is downloaded, the tender cost of Rs.500/- in form of demand draft should be attached with the Tender bid. However, at the time of submission of Bid, the requisite Non refundable cost of tender document must be submitted along with Bid, failing which tender will be summarily rejected. The last date of sale of Tender Document is **11.09.2014 upto 1500 hrs and** last date of submission of tender documents is **12.09.2014 upto 1500 hrs**. The Technical Bids shall be opened on the same date (12.09.2014) at 1600 hrs. in presence of the bidder who may like to be present.

Administrative Officer
Wildlife Institute of India, Dehradun

TERMS AND CONDITIONS FOR EMPANELMENT OF ADVERTISING AGENCY WITH WILDLIFE INSTITUTE OF INDIA

Open Tenders in two bid (Technical and Financial bid) are invited for empanelment of Advertising Agencies for publication work of Wildlife Institute of India, Dehradun for a period of one year extendable annually for another period of two years.

The Agencies who are willing to work on current DAVP rates are only eligible to apply against this tender.

Type of Work: Publication of All types of Advertisement in various Regional and National Newspapers on DAVP Rates.

Eligibility Criteria

1. The agency must have a minimum turnover of Rs. 10.00 lakhs each year during last three financial years. Company's up to date Balance Sheet for the last one year should be provided with Technical Bid.
2. The Advertising Agency should be providing services to minimum five Government Departments/Public Sector Undertaking during last three years.
3. The Advertising Agency must have Full accreditation by the India Newspaper Society. INS accreditation Certificates must be attached with the offer.
4. The Advertising Agency must have a full-fledged office functional at Dehradun continuously for the last three years having telephone numbers . both landline & mobile, fax number, and e-mail. The office must have staff and equipments like computers support to take up design, art work, and design distribution work.
5. EMD (Refundable) of Rs. 50,000/- (Rupees fifty thousand only) in the form of Demand Draft drawn in favour of Director, Wildlife Institute of India payable at Dehradun should be attached with the Technical Bid; failing which their offer will not be considered by the Institute. The EMD shall be retained as Security deposit of the successful bidder and EMD for unsuccessful bidder will be returned.

6. Attested copy of Service Tax Registration Certificate of the bidding agency should be provided with the Technical Bid.

Terms and Conditions:

1. The Advertising Agency will collect advertisement material from WII and will do required designing and layouts for its publications to the Newspapers without any extra financial liability on part of the Institute. Payment for issue of advertisement will only be given on DAVP Rates.
2. The firm shall be responsible to provide prompt service within due time and dates.
3. The contract to the selected agency will be given initially for a period of one year which may be extended annually for another period of two years subject to providing satisfactory services to the Institute.
4. A copy of the published advertisement in Newspaper (Newspaper cutting) will be provided to the Institute within a period of three days after its publication.
5. WII reserves the right to terminate the panel/empanelment of the empanelled advertising agency at any time before expiry of the empanelment period without assigning any reason by giving one month's notice.
6. Payment to the agency for issue of advertisement will be made only on DAVP Rates with discount if any.
7. **Institute's right to accept any offer and to reject any or all offers:** The Institute reserves the right to accept or reject any tender/quotation or reject all tenders/quotations at any time prior to award of contract, without thereby incurring any liability towards the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) of the grounds for the Institute's action.
8. The bidders must not have been prosecuted or suffered any penalty for violation of any labour laws by any Labour Authority/Competent Court/Department, in case it is found,

the offer of such agency will not be considered by the Institute. The agency has to provide an undertaking along with their technical bid.

9. The rates are to be quoted by the in the Financial Bid Proforma only as given in **Annexure I**.
10. The bidders are required to quote Service Tax (Government Levy) separately, if any at the rates applicable in the Uttarakhand State in the Financial Proforma only.
11. The bidder should not quote the rates on behalf of anybody else. No sub letting will be allowed.
12. The Financial Offer (**Annexure-I**) should be submitted in a separate sealed cover superscribing %Financial Offer for **Empanelment of Advertising Agency**. The financial offer of those agencies shall be opened whose Technical Bids have been short listed by the Institute.
13. **TDS** will be deducted as per prevailing Income Tax Laws and certificate to this effect shall be provided to the bidder by Institute.
14. **Security Deposit:** Earnest Money Deposit of successful agency will be converted into Security Deposit. The Security Deposit shall be released only after successful completion of the contract with the agency or otherwise if no dues are recoverable from the agency.
15. The agency shall not be permitted to transfer or assign its rights and obligations under the contract to any other organisation or otherwise.
16. The duration of the contract shall be for a period of twelve months, which is extendable annually for a further period of two years at the discretion of the Institute, except in the event of earlier termination under the terms and conditions. The contract shall automatically expire after completion of twelve months, unless extended further by mutual consent of both the parties in writing.
17. In the event of the agency desiring an earlier termination of the contract, agency shall have to give three months advance notice to the Institute.

18. In case of breach of any of the terms of Agreement, the security deposit of the agency will be liable to be forfeited by the Institute. In addition, the Contract/Agreement will also be liable to be terminated. Any sum of money due or payable to the Institute including the security deposit refundable to him/her under the contract can be appropriated by the Institute against any amount which the agency may owe to the Wildlife Institute of India, Dehradun.
19. In case of any difference of opinion or dispute arising between the Parties, regarding interpretation or implementation of any of the terms and conditions of the Contract which can not be resolved through mutual negotiation shall be referred to an Arbitrator appointed in accordance with the provision of relevant Indian Law. The venue of the proceeding & arbitration shall be Dehradun, Uttarakhand India.
20. The obligation and abilities assign out of this contract shall be construed in accordance with law of Union of India. The Court in Dehradun, Uttarakhand India shall have the exclusive jurisdiction.
21. Conditional tenders shall not be accepted. This tender document is non-transferable. Bid once submitted shall not be allowed for withdrawal; failing which the Earnest Money Deposited shall be forfeited.
22. Number of corrections and or alterations in the quotation must be specifically mentioned. All the corrections and alterations made in the quotations must be duly countersigned by the authorized signatory, without which tender will not be considered.
23. The Institute's determination of an offer's responsiveness is to be based on the contents of the tender offer itself without recourse to extrinsic evidence. The Institute will scrutinize the offers to determine whether they are complete, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the offers are in order. Price bids of the technically disqualified firms shall not be opened & shall be returned to respective firms.
24. **Short-listing of Tenderers:** The Institute will short-list technically qualified bidders as per criteria given above ~~Eligibility Criteria for Technical Evaluation~~. The Financial Bids of the technically qualified bidder only will be opened.

25. **Technical Evaluation:** The Committee constituted by the Institute, will do the Technical Evaluation of the tenders submitted by the bidding agencies.
26. **Evaluation of Financial Bids:** The Financial bids of only technically successful tenderers who have been technically accepted by the Institute, will be opened and ranking of the tenderers will be done according to their price quoted.
27. **No commitment to accept lowest or any tender:** Will shall be under no obligation to accept the lowest or any other tender received in response to this tender enquiry and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
28. **Institute's right to accept any offer and to reject any or all offers:** The Institute reserves the right to accept or reject any tender or reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) of the grounds for the Institute's action.
29. The bidder should quote the rates of the each item in figures as well as in words. In case of the any disputes/ambiguity in the rates quoted in words/figures, the higher value quoted either of the two shall be considered for evaluation of the bid.
30. Tenders received after the specified time and date of opening will be treated as ~~%Late+~~ while tenders received after the last date specified for receipt of tender but before the date of opening of the tender are treated as ~~%Delayed+~~. Such tender shall not be opened at all and be returned to the bidders in their original envelope without opening.
31. **Submission of Tender (Technical and Financial):** The Technical and Financial Bids are required to be submitted in a separate sealed envelopes superscribing ~~%o~~ **"Technical Bid for Empanelment of Advertising Agency"** and ~~%o~~ **"Financial Bids for Empanelment of Advertising Agency"**. Both separate sealed envelope should be kept in a third sealed envelope ~~%o~~ **"Superscribing Tender for Empanelment of Advertising Agency"** at Wildlife Institute of India, Chandrabani, Dehradun. The sealed tender addressed to Director, Wildlife Institute of India, Chandrabani,

Dehradun should be deposited in the Tender Box kept in the Director's Office, Wildlife Institute of India, Dehradun or may be sent by Speed Post/Registered Post/Courier or through by hand so as to reach the Institute latest by **12th September, 2014 upto 1500 hrs.** Any postal delay will not be considered by the Institute.

- 32. Opening of Tenders:** Technical bids of the offers received with requisites EMD will be opened in the presence of representatives of the firm (if they wish to be present), on the scheduled date and time of opening of technical bid i.e. **on 12th September, 2014 at 1600 hrs.** The person attending the technical bid meeting will be required to produce an authorization letter from the agency. All tenders received without EMD and also if the same will not comply to our tendered specifications shall be summarily rejected. The Financial Bids of the technically qualified/ successful bidders i.e. who will technically qualify the tendered specifications will be considered for opening of their financial bids at a later date, which will be communicated to concerned tenderers before opening of their Financial Bids. Unopened Price bids of the technically disqualified bidders shall be returned to them.
- 33. Award of Work and Arriving to Lowest Bidder:** Lowest bidder will be arrived on the basis of highest offered discount on DAVP Rates.
- 34. Force Majeure**
- (i) The Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
 - (ii) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Institute either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - (iii) If a Force Majeure situation arises, the Agency shall promptly notify the Institute in writing of such conditions and the cause thereof. Unless

otherwise directed by the Institute in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- (iv) **Resolution of Disputes:** All disagreements, disputes, difference that may arise between the Wildlife Institute of India and the agency which cannot be resolved through mutual negotiations shall be referred to an Arbitrator appointed in accordance with the provisions of relevant Indian Law. The venue of the proceedings and arbitration shall be Dehradun, Uttarakhand, India.
- (v) **Jurisdiction:** The obligations and liabilities arising out of this contract shall be construed in accordance with the laws of Union of India. The Court in Dehradun, Uttarakhand, India shall have the exclusive jurisdiction to try all or any of the dispute.
- (vi) Each tenderer should clearly specify that the tenderer agrees to abide by the conditions of this tender document on their printed letter head with telephone/fax numbers and e-mail, etc.

FINANCIAL OFFER

Sl. NO.	Particulars	Offered Discount in %age
(1)	Discount on DAVP Rates for issue of advertisement in various News Paper (Regional and National).	

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