



TENDER

FOR

EMPANELMENT OF ADVERTISING AGENCIES  
FOR RELEASE OF ADVERTISEMENTS IN PRINT MEDIA

TENDER No. IWAI/GA/EAA/1/2011 (Part-I)

INLAND WATERWAYS AUTHORITY OF INDIA

NOVEMBER, 2017

## DISCLAIMER

1. This Tender document is neither an agreement nor an offer by the Inland Waterways Authority of India (IWAI) to the prospective Bidders or any other person. The purpose of this Tender Document is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this Tender Document.
2. IWAI does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document and it is not possible for IWAI to consider particular needs of each party who reads or uses this Tender document. This Tender document includes statements which reflect various assumptions and assessments arrived at by IWAI. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this Tender Document and obtains independent advice from appropriate sources.
3. IWAI will not have any liability to any prospective Company / Firm or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender document, any matter deemed to form part of this Tender document, the award of the Assignment, the information and any other information supplied by or on behalf of IWAI or their employees, any Contractors or otherwise arising in any way from the selection process for the Assignment. IWAI will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this Tender Document.
4. IWAI will not be responsible for any delay in receiving the Bids. The issue of this Tender Document does not imply that IWAI is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for the Works and IWAI reserves the right to accept / reject any or all of Bids submitted in response to this Tender document at any stage without assigning any reasons whatsoever. IWAI also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bids.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IWAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IWAI reserves the right to change / modify / amend any or all provisions of this Tender Document. Such revisions to the Tender Document / amended Tender Document will be made available on the website of IWAI.

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**INLAND WATERWAYS AUTHORITY OF INDIA**  
(Ministry of Shipping, Government of India)  
**A-13, Sector-1, Gautam Buddha Nagar, NOIDA, U.P. -201301**  
**Tel (0120) 2521724, Fax (0120) 2521764**  
Email: [secy@iwai.gov.in](mailto:secy@iwai.gov.in)

Website: <https://www.iwai.nic.in> & <https://eprocure.gov.in/eprocure/app>

## NOTICE INVITING E-TENDER

Tender no.- IWAI/GA/EAA/1/2011 (Part-I)

**a) Introduction:**

Inland Waterways Authority of India (IWAI) invites online Tenders / Bids from **Delhi-NCR based reputed and registered Agencies accredited with Indian Newspaper Society (INS)** for “Empanelment of Advertising Agencies for release of Advertisements in Print Media” at Directorate of Advertising and Visual Publicity (DAVP) Rates.

**b) Critical Data sheet:**

Interested parties may download the Tender document online from the site <https://eprocure.gov.in/eprocure/appand> & IWAI's website “[www.iwai.nic.in](http://www.iwai.nic.in)” and are advised to pay INR 2,000/- (Rupees Two Thousand only) as mentioned in Section-II of Data Sheet through RTGS. The cost of Tender Document is Non-Refundable.

<b>Date of publication / starting date of downloading the tender document</b>	<b>17.11.2017</b>
<b>Date of submission of pre-bid queries</b>	<b>29.11.2017 upto 1700 hrs.</b>
<b>Date of Pre-bid meeting</b>	<b>30.11.2017 at 1530 hrs.</b>
<b>Starting date of submission</b>	<b>01.12.2017</b>
<b>Closing date of submission</b>	<b>11.12.2017 upto 1500 hrs.</b>
<b>Online opening date of bid</b>	<b>12.12.2017 at 1530 hrs.</b>
<b>Cost of Tender Document</b>	<b>INR 2,000/-</b>

**c) Scope of the work:**

In brief, the Scope of Work for the appointed agency shall be publication of advertisement, tender notice, etc in attractive and efficient manner in minimum size letter covering minimum space in Hindi, English and Regional language newspapers at Directorate of Advertising and Visual Publicity (DAVP) Rates.

**d) Method of Selection:**

Agencies will be selected based on the eligibility and qualifications criteria in terms of Clause 3 & 20 of Section I: Instruction to Agencies (ITA) and procedures described in this tender document.

**e) Clarifications:**

Clarification/Query if any on the Tender Document shall be obtained from the following address:

**The Secretary**  
**Inland Waterways Authority of India**  
**A-13, Sector – 1,**  
**Noida-201301**  
**Tel: (0120) 2544036, Fax (0120) 2521764**  
**Email id: [secy@iwai.gov.in](mailto:secy@iwai.gov.in)**  
**Website: [www.iwai.nic.in](http://www.iwai.nic.in)**

f) IWAI reserves the right to accept or reject any or all Tenders without assigning any reason and no correspondence shall be entertained in this regard.

**Secretary**  
**IWAI, Noida**

## **SECTION - I: INSTRUCTION TO AGENCIES**

## 1. BACKGROUND

- 1.1 Inland Waterways Authority of India (IWAI) was set up by an Act of Parliament, vide IWAI Act, 1985, for development and regulation of Inland Waterways for shipping and navigation. The Authority primarily undertakes projects for development and maintenance of IWT infrastructure on National Waterways through grant received from Ministry of Shipping. The head office of the Authority is at Noida. The Authority also has its regional offices at Patna, Kolkata, Guwahati and Kochi and sub-offices at Allahabad, Varanasi, Bhaglapur, Farakka, Hemnagar, Dibrugarh (Assam), Kollam, Bhubaneswar (Odissa), Vijayawada (A.P), Maharashtra & Chennai.
- 1.2 IWAI invites bids from advertising agencies for release of advertisements in Print media at national and regional level for the year 2018-2019. The bids from the Agencies are being invited through online portal of CPP <https://eprocure.gov.in/eprocure/app>.

## 2. INTRODUCTION

- 2.1 The Employer will select an Agency / Bidder (the “Contractor”) in accordance with the qualification criteria and method of selection specified in Clause 20.0 & Clause 21.0 below.
- 2.2 The name of the Assignment / Job has been mentioned in Section - II: Data Sheet. Detailed scope of the Assignment / Job has been described in Section - IV: Terms of Reference.
- 2.3 The date, time and address for submission of the Bids have been given in Section - II: Data Sheet.
- 2.4 The agency shall bear all costs associated with the preparation and submission of their Bids and contract negotiation.
- 2.5 The Employer is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the agency.

## 3. ELIGIBILITY CRITERIA

The Agencies shall meet the following pre-qualification criteria:

- 3.1 The Agency must be an Advertisement Agency having accreditation with Indian Newspaper Society (INS) (Print Media) for the last five years and no NOD (Notice of Dis-accreditation) should have been issued by INS during last five years. The agency shall provide copy / details of relevant certificates / membership details to substantiate its claim in this regard.
- 3.2 The Agency should have at least 5 years' experience of working with Central Ministries / Govt. Departments / PSU / Autonomous Bodies. The agency shall provide copy / details of relevant certificates to substantiate its claim in this regard.
- 3.3 The Agency should have all the necessary required permission / license / clearance from the concerned authorities with regard to release of any publicity material of Media / Advertising Agency. Necessary registration / license copy shall be submitted by the agency in this regard.



- 3.3 Average Annual Turnover during the last three (03) years ending 31<sup>st</sup> March of the previous financial year should be as mentioned in Clause 20.0 below. The agencies shall provide financial turnover of the firm for the last three years duly certified by the Statutory Auditors.
- 3.5 The Agency should not have incurred any loss in more than two years during the last five years ending 31<sup>st</sup> March 2017 duly certified by the Statutory Auditor.
- 3.4 The Agency shall employ and provide professionally qualified and experienced personnel as per the specific requirement of assigned work. The list of technically qualified and competent professionals on rolls with Advertising Agency should be clearly mentioned with their names, designations, academic and professional qualifications, length of service, achievements etc.
- 3.5 The Advertising Agency applying for empanelment should not have been blacklisted by any organization.
- 3.6 The Agency shall also indicate the following:
- The Agency shall have adequate resources for successful execution of the work and should be financially solvent. The agency shall provide a solvency certificate from any nationalized / scheduled bank in India for an amount as indicated in Clause 20.0 below.
  - The Agency shall be income tax assesses and accordingly the agency shall submit copy of Income Tax Return (ITR) filed by the agency for the last three financial years.

#### 4. **EARNEST MONEY DEPOSIT (EMD)**

4.1.1 Agencies shall furnish EMD of the amount as mentioned in Section II Data Sheet except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules. EMD for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account

- |                                   |                                       |
|-----------------------------------|---------------------------------------|
| <b>i.) Name of Bank Account:</b>  | IWAI FUND                             |
| <b>ii.) Bank Name and Address</b> | Union Bank of India, Sector 15, Noida |
| <b>iii.) Bank Account Number</b>  | 513202050000007                       |
| <b>iv.) IFSC</b>                  | UBIN0551325                           |

- 4.1.2 Bids submitted without EMD shall be rejected as non-responsive.
- 4.1.3 No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- 4.1.4 The EMD of the unsuccessful agencies would be returned within 7 days after intimation.
- 4.1.5 The Earnest Money of the successful agency submitted in the form of RTGS will be

released after furnishing of Performance Bank Guarantee.

4.1.6 The EMD shall be forfeited by the Employer in the following events:

- (i) If Bid is withdrawn during the validity period or any extension agreed by the agency thereof.
- (ii) If the Bid is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- (iii) If the agency tries to influence the evaluation process.
- (iv) If the First ranked agency withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Proposal by the Contractor)
- (v) In case the agency, submits false certificate in terms of any documents supported to such Tender.
- (vi) If the agency fails to sign the contract in accordance with conditions of contract on receipt of award of work
- (vii) In case of any agency revoking or withdrawing his Tender or varying any terms in regard thereof without the consent of the Employer in writing, his earnest money paid along with the tender shall be forfeited.
- (viii) In case the agency is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract.
- (ix) In case the agency fails to furnish the prescribed Performance Bank Guarantee within the prescribed period.

## 5. TENDER FEE

All agencies except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules are required to pay the cost of Tender Document as mentioned in Section-II of Data Sheet through RTGS. The cost of Tender Document is Non-Refundable.

## 6. BANK SOLVENCY

All agencies shall submit bank solvency certificate from a nationalized / scheduled bank in India for the amount as mentioned in Clause 20.0 below. The solvency certificate submitted by the agency shall not be older than one (01) year from the Bid Submission Last Date. In case agency does not adhere to this criterion, his bids shall be considered non-responsive and shall not be considered for further evaluation process. The bank solvency certificate shall be from any Nationalized / Scheduled Bank in India in the name of the agency.

## **7. LANGUAGE**

The Bid as well as all related correspondence exchanged between the agency and the Employer shall be in English language. The Employer will evaluate only those Bids that are complete in all respects. Any supporting documents submitted by the agency with its Bid or subsequently, in response to any query / clarification from the Employer shall be in English and in case any of these documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, and in such case, for all purposes of interpretation of the Bid, the translation in English shall prevail.

## **8. BID VALIDITY**

Section – II: Data Sheet indicates for how long the Bids submitted by the agencies must remain valid after the submission date. During this period, agencies shall maintain the availability of Professional staff nominated in the Bid. Should the need arise; however, the Employer may request agencies to extend the validity period of their Bids. The agencies who agree to such extension shall confirm that they will maintain the availability of the Professional staff proposed in the Bid. Also, in their confirmation of extension of validity of the Bid, agencies could submit new staff in replacement, which would be considered in the final evaluation for contract award. The agencies have the right to refuse to extend the validity of the bids and bids of such agencies, who do not extend the validity of their bids, shall not be considered for further evaluation.

## **9. PRE-BID MEETING**

A Pre-Bid meeting shall be held as per the date and time mentioned in Section II - Data Sheet. The agencies willing to attend the pre-bid should inform the employer beforehand in writing and email. The maximum number of participants, who chose to attend the pre-bid meeting, shall not be more than two per agency. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorized signatory of his / her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective agency.

During the course of Pre-Bid Meeting, the agency will be free to seek clarifications and make suggestions for consideration by the Employer. The Employer will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

The agencies may put forth their pre-bid queries in the format prescribed in Annex F of Section III.

## **10. CLARIFICATIONS AND ADDENDUMS**

- 10.1 The agency may request a clarification on any clause of the document up to the number of days indicated in Section - II: Data Sheet before the Bid submission date. Any request for clarification must be sent in writing, or by e-mail to the Employer's address indicated in Section - II: Data Sheet. No request for the clarification shall be entertained if such request is received by the employer after the deadline for submitting clarifications.

- 10.2 The Employer will respond in writing or by e-mail and will send written copies of the response (including an explanation of the query but without identifying the source of query) to the agencies. Should the Employer deem it necessary to amend the document as a result of a clarification, it shall do so following the procedure mentioned hereunder:

At any time before the submission of Bids, the Employer may amend the document by issuing an addendum / corrigendum (amendment) in writing or by e-mail. The information of issue of such amendment shall be uploaded on the website as well as sent to all the agencies and will be binding on them. The agencies shall acknowledge receipt of all amendments. To give agencies reasonable time to take an amendment into account, the Employer may, if the amendment is substantial, extend the deadline for the submission of Bids. The amendment / clarification, if any, to the document will be available on <https://eprocure.gov.in/eprocure/appand> & IWAI's website "[www.iwai.nic.in](http://www.iwai.nic.in)". All agencies participating in the Bid shall be deemed to have kept them informed and updated about each such amendment / clarification which is posted on the above website from time to time.

## 11. CONFLICT OF INTEREST

- 11.1 Employer requires that selected agency provides professional, objective, and impartial advice and at all times holds the Employer's interests paramount, strictly avoids conflicts with other assignment(s) / job(s) or his own corporate interests and act without any consideration for future work.
- 11.2 Without limitation on the generality of the foregoing, agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:-
- **Conflicting assignment/ job:** A Contractor {including its Personnel} or any of its affiliates shall not be hired for any assignment / job that by its nature may be in conflict with another assignment / job of the Contractor to be executed for the same or for another Employer, for example a Contractor hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project and a Contractor assisting an Employer in the privatization of public assets shall not purchase nor advise purchasers of such assets.
  - **Conflicting Relationships:** A Contractor (including its Personnel) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment / job (ii) the selection process for such assignment / job or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- 11.3 Contractors have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. If the Contractor fails to disclose said situations and if the Employer comes to know about any such situation at any time, it

may lead to the disqualification of the Contractor during bidding process or termination of its Contract during execution of assignment.

## **12. ACKNOWLEDGEMENT BY AGENCY**

It shall be deemed that by submitting the Bid, the agency has:-

- 12.1 Made a complete and careful examination of the Tender;
- 12.2 Received all relevant information requested from the Employer;
- 12.3 Satisfied itself about all matters and necessary information required for submitting a competitive bid;
- 12.4 Updated itself about any amendments / clarifications that have been posted on the website.
- 12.5 Acknowledged that it does not have a Conflict of Interest; and
- 12.6 Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

## **13. GUIDELINES FOR E-SUBMISSION OF THE BIDS**

- 13.1 The Bids should be submitted through Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>
- 13.2 Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the Contractors/agencies on the e-procurement/e-Tender portal is a prerequisite for e-Tendering.
- 13.3 The agency should enrol in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available "Enrol Here" on the home page portal. Enrolment is free of charge. During enrolment/registration, the agencies should provide the correct / true information including valid e-mail id. All the correspondence shall be made directly with the Contractors/agencies through email id provided.
- 13.4 The agencies need to login to the site through their user ID/password chosen during enrolment/registration.
- 13.5 Then the Digital Signature Certificate (Class - II or Class - III Certificates with signing key usage) issued by SIFY/TCS/node/eMudra or any Certifying Employer recognized by CCA India on e-Token/Smart Card, should be registered.
- 13.6 Only the registered DSC, should be used by the agency and should ensure safety of the same.
- 13.7 Contractor/agency may go through the Tenders published on the site and download the required Tender documents/schedules in which the agency is interested.
- 13.8 After downloading/getting the Tender document/schedules, the agency should go through them carefully and then submit the documents as asked.

- 13.9 If there are any clarifications, this may be obtained online through the Tender site, or through the contact details as specified in NIT. The agency should also take into account the addendum / corrigendum published before submitting the Bids online.
- 13.10 Then the agency may log into the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smart card to access DSC.
- 13.11 The agency selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 13.12 From the favourite's folder, he selects the tender to view all the details indicated.
- 13.13 It is construed that the agency has read all the terms and conditions before submitting their offer. Agency should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13.14 The agency, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document / schedule and generally, they can be in general PDF/xls/rar/jpg formats. If there is more than one document, they can be clubbed together and can be provided in the requested format as specified in Section – II: Data Sheet. Each document to be uploaded online should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 13.15 The agencies can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per Tender requirements and then sent along with Bid documents during Bid submission. This will facilitate the Bid submission process making it faster by reducing upload time of Bids.
- 13.16 The agency should submit the Tender Fee / EMD for the amount as specified in Section –II: Data Sheet. The original payment instruments should be posted/couriered/given in person to the employer within the due date as mentioned in this Tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
- 13.17 While submitting the Bids online, the agency should accept the Terms & Conditions and proceed further to submit the Bid packets.
- 13.18 The agency has to select the payment option as offline to pay the Tender Fee / EMD as applicable and enter details of the instruments.
- 13.19 The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time. Otherwise submitted Bid will not be acceptable.
- 13.20 The agency has to digitally sign and upload the required Bid documents one by one as indicated. The agencies to note that the very act of using DSC for downloading the Bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the Bid document including conditions of contract without any



- exception and have understood the entire document and are clear about the requirements of the Tender requirements.
- 13.21 The agency has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the Bid will be automatically rejected.
- 13.22 The agencies are requested to submit the Bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the Bid submission end Date & Time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the online submission of Bids by the agencies at the eleventh hour.
- 13.23 After the Bid submission, the acknowledgement number, given by the e-tendering system should be printed by the agency and kept as a record of evidence for online submission of Bid for the particular Tender and will also act as an entry pass to participate in the Bid opening date.
- 13.24 The agency should ensure / see that the Bid documents submitted is free from virus and if the documents could not be opened, due to virus, during Tender opening, the Bid is likely or liable to be rejected.
- 13.25 The time settings fixed in the server side & displayed at the top of the Tender site, will be valid for all actions of requesting, Bid submission, Bid opening etc., in the e-Tender system. The agencies should follow these time settings during Bid submission.
- 13.26 All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during Bid submission & not be viewable by any one until the time of Bid opening.
- 13.27 Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Bid openers public keys. Overall, the uploaded Tender documents become readable only after the Tender opening by the authorized Bid openers.
- 13.28 The confidentiality of the Bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 13.29 The agency should logout of the Tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 13.30 Any queries relating to the Tender document and the Terms and Conditions contained therein should be addressed to the Tender Inviting Employer for a Tender or the relevant contact person indicated in the Tender.
- 13.31 Any queries relating to the process of online Bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

## **14. SUBMISSION OF BIDS**

The Hard Copy of original instruments in respect of cost of Tender document & Earnest Money, must be delivered to the office of Secretary on or before Bid closing Date & Time. Bids submitted without original payment instrument like Tender document fee, EMD etc., against the submitted Bid shall automatically become ineligible and shall not be considered. The cost of Tender Document shall be non-refundable.

The Technical Bids, complete in all respects, should be submitted as per sequence mentioned below.

### **14.1 Enclosure – I**

- a. Scanned copy of the proof of Tender fee as specified in Section II: Data Sheet
- b. Scanned copy of the proof of EMD as specified in Section II: Data Sheet
- c. Proof of bank solvency for the amount as specified in Clause 20.0 below.
- d. Power of Attorney for the authorized person of the agency as per Annex C of Section III. This form shall be accompanied by copy of company identity card or general identity card (passport / Driving license / Voter's ID etc.) of the authorized representative.
- e. Scanned copy of Tender Acceptance Letter duly filled and signed by the authorized signatory of the agency as per Annex – V of Section VI
- f. Scanned copy of Form of Tender (Annex A of Section III)
- g. Scanned copy of a signed declaration by the bidders (Annex D of Section III)
- h. Agencies Party Information Form (Annex E of Section III)
- i. Composition / Ownership / Shareholding pattern of the organization
- j. Board Resolution, details of top management (Board members), key officials with documentary evidence, Articles of Association / memorandum of association of the company & Organization Chart.
- k. Registration / incorporation certificate of the company / Firm.
- l. Original tender document with all addendums and corrigendum issued till date duly stamped and signed by the authorized signatory of the agency.

### **14.2 Enclosure – II**

- a. Scanned copy of the Annual Report/Audited balance sheets, for the last three financial years ending 31st March of the previous financial year.
- b. Scanned copy of GST Registration certificate.
- c. Scanned copy of PAN card of the Bidder.
- d. Annex B of Section III for Average Annual Turnover
- e. Scanned copy of Bank account details, along with a cancelled cheque, for transaction through e-payment in format given at Annex-III & Annex-IV of Section VI.



### **14.3 Enclosure – III**

Scanned copy of complete Company profile with details such as:

- a. Background of the organization
- b. Documentary evidence / details of relevant certificates / membership details in regard to accreditation with Indian Newspaper Society (INS) (Print Media) for the last five years and no NOD (Notice of Dis-accreditation) should have been issued by INS during last five years.
- c. Copies of completion certificate / customer order on client letter head in terms of Clause 20.0 below.
- d. Scanned copy of the list of experts / key personnel.
- e. List of important clients along with performance report.
- f. Details of computers, printers, photocopier and other electronic / sophisticated gadgets / software along with the documentary evidence in support thereof.
- g. Documentary evidence like attested photocopies of the Telephone Bills / Electric Bills / rental receipts about functioning of Advertising Agency's office at last three years.

### **15. EXTENSION OF BID SUBMISSION DATE**

The employer may extend the date of submission of bids and shall inform all the agencies by issuing an addendum and uploading the same in website.

### **16. LATE PROPOSALS**

Proposals received by the employer after the specified bid submission date or any extension thereof, pursuant to Clause 15, shall not be considered for evaluation and shall be summarily rejected.

### **17. LIABILITY OF THE EMPLOYER**

The agencies are advised to avoid last moment rush to submit bids online and they should upload their bids well in advance before the bid submission deadline. The employer shall not be liable for failure of online submission of bids by the agency that may arise due to any reason whatsoever. It shall be construed that the guidelines for online submission of bids, have been read and understood by the agency.

### **18. MODIFICATION/SUBSTITUTION/ WITHDRAWAL OF BIDS**

The tender once submitted may be modified, substituted or withdrawn by the agencies before the submission deadline through e-Procurement Mode as mentioned in NIT of this tender document.

No bid shall be modified after the deadline for submission of bids.

### **19. BID OPENING AND EVALUATION PROCESS**

- 19.1 From the time the Proposals are opened to the time the Contract is awarded, the agencies should not contact the Employer on any matter related to its Technical

Proposal. Any effort by agencies to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Agency's Proposal.

- 19.2 The Employer will constitute a tender evaluation committee (TEC) which will carry out the evaluation process.

## 20. QUALIFICATION CRITERIA

To qualify for this tender, the agency must satisfy each of the qualifying criteria as stipulated in the table below. Not satisfying any of the qualification criteria will render the bid non-responsive.

S. No	Parameter	Required Description	Supporting Document
1.	Average Annual Turnover	The Agency should have atleast INR 10.0 Crore Average Annual Turnover (from Release of Advertisement in Print media business) during the last 3 preceding financial years ending 2016-17	Annex B of Section III duly certified by the Statutory Auditor along with audited balance sheet for the last three preceding financial years and Income Tax return certificates.
2.	Project Experience	<b><u>Initial criteria for eligibility of agency</u></b> The agency should have handled atleast 2 orders of INR 1.0 Crore in each year from a single client from Financial Institutions / Banks / PSUs / Public Limited Companies, in the past 3 years.	Documentary evidence in form of Project Completion Certificate and Customer Order copy covering each component of the project and the value of the project, duly certified by not below the rank of Manager.
3.	Bank Solvency	INR 20,00,000 (INR Twenty Lakhs)	Certificate from nationalized / scheduled bank in the name of the agency.
3.	Accreditation	The agency must have accreditation / membership with Indian Newspaper Society (INS) for the last five years and no NOD (Notice of Dis-accreditation) should have been issued by INS during last five years.	Provide copy / details of Relevant certificates / membership details
4.	Operations	The agency should be in operation for a minimum of 5 years in handling advertisement / PR campaigns. Should have handled	Documentary evidence to be submitted

		at least 5 national level campaigns. Agencies having experience of making TV Ads / Radio / Sports / Digital Commercials / or Corporate Films shall be preferred.	
5.	Organizational Presence	Organization must have a full-fledged set up in Delhi NCR with the presence in other metro cities (minimum two additional metro cities) / major commercial centers. Agency should have, on its roll, specialized / qualified professionals having adequate experience in dealing with advertisements / public and press relations / media.	Establishment certificates, qualification and experience details of the employees, with designation and length of service in the current organization.
6.	Regulatory compliance	The Bidder must have registration with TIN/ GST and other mandatory Statutory compliance.	Copy of relevant documents
7.	Client Report	The bidder must provide the list of important clients and the performance report	List of important clients and performance report.

In case an agency fails to meet the above mentioned minimum qualification criteria, the further process for evaluation will not be carried out and such bids shall be treated as non-responsive.

## 21. SELECTION PROCEDURE

The agencies will be screened at the first level on the basis of the minimum eligibility criteria as indicated above.

The selection process would consists of two stages. At first stage, the agencies are proposed to be evaluated for 70 marks on the following parameters.

S. No.	Parameters	Range	Marks	Total Marks
1.	Average Annual Turnover	INR 10.0 Crore – INR 15.0 Crore	5	20
		INR15 Crore – INR 20 Crore	7	
		Above INR 20 Crore	10	
2.	No. of work orders having value more than INR 1.0 Crore in each year from a single client from	2 - 3	5	
		4 – 5	7	
		More than 5	10	

	Financial Institutions / Banks / PSUs / Public Limited Companies in the past 3 years			
<b>3.</b>	<b>Organization Set Up</b>			
(i)	No. of Branches on national level	Up to 3 Branches	2	<b>20</b>
		3 – 5 Branches	4	
		Above 5 Branches	<b>6</b>	
(ii)	Staff Strength	Up to 20 staff	2	
		Above 20 – up to 40 staff	4	
		Above 40 staff	<b>6</b>	
(iii)	No. of In-house Expert Professionals	Up to 5	5	
		6 – 20	6	
		Above 20	<b>8</b>	
4.	Experience in years of having working with Banks / FIs / PSUs	Up to 5	4	<b>10</b>
		6 – 10	7	
		11 and above	<b>10</b>	
<b>5.</b>	<b>Area of Specialization</b>			
	No. of National Campaign	5 – 7	4	<b>10</b>
		8 – 10	6	
		11 – 15	8	
		15 and above	<b>10</b>	
6.	Experience in years of making TV Ads / Radio / Sports / Digital Commercials / or Corporate Films	2 - 3	4	<b>10</b>
		4 – 5	7	
		More than 5	<b>10</b>	

Thereafter, agencies would be called for presentation at their own cost with a notice of about one week and evaluated for another 30 marks for creatives based on the presentation as per the following criteria:

Parameters	Marks
Past Creatives handled for clients (last 3 financial years)	5
Creatives handles for Bank Clients / FIs / PSUs (last 3 financial years)	5
Clarity of Approach	5
Innovativeness	5
Vision and Action Plan to improve the	10

image and visibility of IWAI on sustainable basis in the domestic and international market including devising a media campaign.	
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The final selection would be on the basis of highest combined score (out of 100 marks) in both the evaluation stages and minimum one & maximum four highest scoring agencies would be empaneled.

## **22. AWARD OF CONTRACT**

- 22.1 The Employer shall issue a Letter of Award to the selected agencies. It may also notify all other agencies about the decision taken (if requested by other agencies).
- 22.2 The Agencies will sign the contract after fulfilling all the formalities / pre-conditions mentioned herein the document within 30 days of issuance of the Letter of Award.

## **23. FRAUD AND CORRUPT PRACTICES**

The agencies and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Tender, the Employer shall reject a Bid without being liable in any manner whatsoever to the agency, if it determines that the agency has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Employer shall, without prejudice to its any other rights or remedies, forfeit the Bid Security or Performance Security, towards damages payable to the Employer for, inter alias, time, cost and effort of the Employer, including consideration and evaluation of such Agency's Proposal.

## **SECTION - II: DATA SHEET**

**BID DATA SHEET**

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITA	PARTICULARS	DESCRIPTION
1.	-	Employer	The Chairperson, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
2.	2.2	Name of the Assignment / job is	Empanelment of Advertising Agency for release of Advertisement in Print Media
3.	2.3	Date & time for submission of Bid Address for submission of hard copy of payment instruments (Tender Fee & EMD)	<b>Date</b> : __.__.2017 <b>Time</b> : Latest by 1500 Hrs (IST) <b>Submission</b> : online submission <b>Address:</b> Secretary, Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
4.	9.0	A Pre-Bid meeting will be held on	<b>Date</b> : __.__.2017 <b>Time</b> : 1430 hrs <b>Venue:</b> Inland Waterways Authority of India (IWAI), A-13, Sector-1, Noida-201301
5.	10.0	Last date for seeking clarifications	<b>Date</b> : __.__.2017 <b>Time</b> : 1700 hrs <b>Email Id:</b> <a href="mailto:secy@iwai.gov.in">secy@iwai.gov.in</a>
6.	4.0	EMD	INR 2,00,000
7.	5.0	Cost of Tender Document	INR 2,000/- Tender fee for the amount mentioned above shall be deposited to IWAI Fund through RTGS in the following account i) <b>Name of Bank Account:</b> IWAI Fund ii) <b>Bank Name and Address:</b> Syndicate Bank, Transport Bhawan, N. Delhi iii) <b>Bank Account number:</b> 90622150000086 iv) <b>IFSC:</b> SYNB0009062
8.	8.0	Bid Validity	60 days after date of submission of Bid
9.	-	The formats for the Technical Bid	ANNEX A: Form of Tender ANNEX B: Average Annual Turnover ANNEX C: Power of Attorney (for authorized representative of Bidder) ANNEX D: Declaration by the Bidders ANNEX E: Bidder information sheet ANNEX F: Format for pre-bid queries by

CLAUSE NO. OF DATA SHEET	REFERENCE OF ITA	PARTICULARS	DESCRIPTION
			Bidders
10.	-	Empanelment Period	12 months from the date issuance of LOA.
11.	2.3	Bid Opening date	<b>Date : __.__.2017</b> <b>Time : 1530 hrs</b>
12.	-	Location of Assignment	IWAI Noida
13.	-	Price Preference	Since Split in scope of work is not feasible, therefore, Price Preference shall not be applicable for this Tender even in case of MSME Registered Bidders.



## **SECTION - III: BIDDING FORMS**

**ANNEX A: FORM OF TENDER**

To

SECRETARY  
INLAND WATERWAYS AUTHORITY OF INDIA,  
A-13, Sector-1, NOIDA– 201 301, U.P.

Sub: Empanelment of Advertising Agency for release of advertisements in Print Media

Sir,

1. Having examined the information and instructions for submission of tender, terms and conditions, agreement and bank guarantee forms, etc for the above named works, I/ We .....(Name of Agency) hereby tender for execution of the works referred to in the tender document in conformity with the said terms & conditions of Contract.
2. I/ We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the tender and also in accordance in all respects with the Scope of work and instructions as mentioned in the tender document.
3. I am tendering for the works mentioned in this tender document and submitting the EMD vide RTGS in IWAI Account as per the details given therein:

S. No.	RTGS / NEFT	
	Amount (INR)	Details of RTGS / NEFT (No. and Date) and details of the bank (Name of bank, branch, address)
1		

4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of 60 days from the date of submission of bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
5. I/ We agree, if I/ we fail to keep the validity of the tender open as aforesaid or I/ we make any modifications in the terms and conditions of my/ our tender if I/ We fail to commence the execution of the works as above, I/ We shall become liable for forfeiture of my/ our Earnest money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty to forfeit the said Earnest Money absolutely. Should this tender be accepted, I/ We agree(s) to abide by and fulfil all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit.
6. If this tender is accepted, I/ We undertake to enter into execute at my/ our cost when called upon by the employer to do so, a contract agreement in the prescribed form.

Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.

7. If my/ our tender is accepted, I/We am/are to be jointly and severally responsible for the due performance of the Contract. **I/We also declare that the firm has not been banned or blacklisted by any Govt. or its department or any Quasi Govt. agency or Public Sector Undertaking.** Any such discovery by IWAI at any stage of the tender / contract may result in disqualification of the firm or cancelation of the contract.
8. I/ We certify that the tender submitted by me / us is strictly in accordance with the terms, conditions, etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date .....

Signature .....

Name .....

Designation .....

duly authorized to sign & submit tender for an on  
behalf of

(Name and address of firm)

M/s .....

Telephone no's.....FAX No.....

**ANNEX B: AVERAGE ANNUAL TURNOVER**

Sl. No.	Financial Years	Average Annual Turnover (INR) in Last Three Years
1.	2014-2015	
2.	2015-2016	
3.	2016-2017	
<b>Average Annual Turnover</b>		[indicate sum of the above figures divided by 3]

**Certificate from the Statutory Auditor**

This is to certify that .....[Name of the Firm][Registered Address] has received the payments shown above against the respective years.

**Name of Authorized Signatory**

**Designation:**

**Name of Firm:**

**(Signature of the Statutory Auditor Seal of the Firm)**

**Note:** This form has to be submitted on the letter head of the Statutory Auditor.

**ANNEX C: POWER OF ATTORNEY**  
(for authorized representative of the Agency)

***(To be executed on Non-Judicial Stamp Paper of INR 100 and duly notarized)***

Know all men by these presents, We, .....(*name of organization and address of the registered office*) do hereby constitute, nominate, appoint and authorize Mr. / Ms.....son / daughter / wife and presently residing at.....who is presently employed with / retained by us and holding the position of ....., ..... as our true and lawful attorney (hereinafter referred to as the "**Authorised Representative**"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "**Empanelment of Advertising Agency for release of advertisements in Print Media**". The selection of Contractor for Inland Waterways Authority of India (the "**Employer**") including but not limited to signing and submission of all applications, Bids and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said work and/or upon award thereof to us till the entering into of the Contract with the Employer.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

**IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER**

**OF ATTORNEY ON THIS                      ... DAY OF....., 20\*\***

**For ...**

**(Signature, Name, Designation and Address)**

**Witnesses:**

1.....

2. ....

**Accepted**

**(Signature, name, designation and address of the Attorney)**

**Notes:**

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Wherever required, the Agency should submit for verification the extract of the charter documents and other documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Agency*

**ANNEX D: DECLARATION BY THE AGENCIES**

To,

Date:.....

**THE SECRETARY,  
INLAND WATERWAYS AUTHORITY OF INDIA,  
A-13, Sector – 1, Noida - 201 301,  
District- Gautam Buddha Nagar (U.P.)**

**Kind Attention:** Secretary

**Sub: Declaration from the Agency.**

**Tender Reference No:**.....

Dear Sir,

This is with reference to the above mentioned Tender document.

We hereby make the following declarations:

1.	<input type="checkbox"/>	No alteration has been made in any form in the downloaded Tender document.
2.	<input type="checkbox"/>	I/We have not been banned or de listed by any Government or quasi Government agency or public sector undertaking.
3.	<input type="checkbox"/>	I/We provide our acceptance to all Tender Terms and Conditions.
4.	<input type="checkbox"/>	Acknowledgment by Agency as per Clause 12.0 of ITA
5.	<input type="checkbox"/>	I/We confirm that neither we have failed nor we have been expelled from any project or agreement during the last 05 years
6.	<input type="checkbox"/>	I/We agree to disqualify us for any wrong declaration with respect to the submissions made by us for this tender and reject my/our tender summarily
7.	<input type="checkbox"/>	I/We agree to disqualify us from this tender and black list us for tendering in IWAI projects in future, if it comes to the notice of IWAI that the documents/submissions made by me/us are not genuine

**Yours Faithfully  
(Signature of the Bidder, with Official Seal)**

**Note:** Please Tick the appropriate box in the above table.

### ANNEX E: BIDDERS PARTY INFORMATION FORM

Bidder name: <i>[insert full name]</i>
Bidder's country of registration: <i>[indicate country of registration]</i>
Bidder's year of constitution: <i>[indicate year of constitution]</i>
Bidder's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Note:

This Form shall be supplied with Identity proof of the authorized representative



**ANNEX F: FORMAT FOR PRE BID QUERIES BY AGENCIES**

(To be submitted in Agencies Letter head)

Name of Agency:

Date of Submission:

**Pre – Bid Queries**

<b>S.No.</b>	<b>Section No., Clause, Sub Clause No and Page No.</b>	<b>Tender clause</b>	<b>Query</b>
1.			
2.			
3.			
4.			
5.			
6.			
.			
.			
.			
.			

## **SECTION - IV: SCOPE OF WORK**

## **PROJECT INTRODUCTION:**

### **a) About IWAI**

Inland Waterways Authority of India (IWAI) set up by an Act of Parliament, vide IWAI Act, 1986, for development and regulation of inland waterways for shipping and navigation. The Authority primarily undertakes projects for development and maintenance of IWT infrastructure on national waterways through grant received from Ministry of Shipping. The head office of the Authority is at Noida. The Authority also has its regional offices at Patna, Kolkata, Guwahati and Kochi and sub-offices at Allahabad, Varanasi, Bhaglapur, Farakka, Hemnagar, Dibrugarh (Assam), Kollam, Bhubaneswar (Odissa), Vijayawada (A.P.), Maharashtra & Chennai.

### **b) About the Project**

IWAI invites bids for release of advertisements in Print media at national and regional level for the year 2018-2019. The bids from the Agencies are being invited through online portal of IWAI at [iwai.nic.in](http://iwai.nic.in).

### **c) Scope of work:**

The scope of work/engagement for the assignment shall be, but not limited to, the following:

- The agency will provide services of designing, translation and release of advertisement in print media as and when required on 24 hours' notice or as agreed by IWAI for the period of 1 year from the date of award of empanelment.
- The advertisement will be carried out in Hindi, English and any other local languages in print media as per the requirement of IWAI.
- The Agency should have local language experts proficient in regional languages and dialects.
- All advertising material to be released on IWAI's behalf should be duly approved by the competent authority.
- The agency will print advertisement of different sizes and languages as directed by IWAI.
- Adaptation of creative in regional languages according to regional cultural background.
- If any art work / any promotional work needs to be done, IWAI will call a separate rate from the agency and only if found suitable, the agency will be selected to handle the work required.

### **d) Other Information**

The team of the Agency responsible for the project must be available at IWAI NOIDA office on a short notice for support services.

The Agency should have all the necessary required permission/license/clearance from the concerned authorities with regards to release of any publicity material of Media/ Advertising Agency.

The Agency shall submit as a proof one copy of the advertisement of each edition for the print media.

Designing of the advertisement will be done free of cost.

## **SECTION - V: TERMS & CONDITIONS**

## **GENERAL TERMS AND CONDITIONS**

1. All the jobs would be allocated only on competitive basis to an agency on approved creatives.
2. Any bids received after the deadline for submission of bids as prescribed or incomplete will be rejected.
3. The selection of agencies shall be done strictly on the basis of eligibility criteria, correctness of documents submitted and past experience.
4. Minimum one and maximum four agencies shall be selected for the panel.
5. The agencies shall enter into a Contract Agreement within 30 days after the issue of the Letter of Award. The Contract Agreement shall be in the format annexed to the bid. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the agencies.
6. The empanelment of the agency/ies will be for a period of one year from the date of issue of letter of award. This may be extended for another two years on yearly basis subject to satisfactory performance of the empaneled agencies.
7. The Advertising Agency shall charge prevailing DAVP approved rates until & unless it is specially/otherwise stated by Authority in the Release Order. The Advertising Agency will obtain written approval from Authority in advance, prior to publication of advertisement, in case any newspaper mentioned in the Release Order does not accept DAVP rates and charges commercial rate or the newspaper does not have the contract approved by the DAVP. Advertising rates as existing on the day of release of Advt./Release Order will be applicable and payment will be made accordingly.
8. Canvassing or recommendations or putting pressure from any source to influence the process of empanelment will lead to automatic disqualification.
9. The empaneled advertising agency is expected to maintain highest level of professional ethics and will not act in any manner, which is detrimental to IWAI's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issue for publication. IWAI reserves the right to impose penalty in case of violation of the above.
10. IWAI reserves all right to terminate the panel / empanelment of any agency or all the agencies at any time before expiry of the empanelment period without assigning any reason by giving one month's notice. The agency shall not be entitled for any damage or compensation by reason of such termination.
11. Any change of address / telephone no. etc. should immediately be informed in writing to IWAI.
12. Agency shall ensure that advertisements of IWAI appears in the specified newspapers in

a conspicuous and impressive manner while occupying minimum space.

13. In case, any portion of the advertisement matters as contained in the office release is not clear, the agency shall immediately obtain the clarification; ensuring that this does not delay the publication of the advertisements.
14. In case there is an error in publication of the advertisements as compared to advertisement text approved by this office, agency shall arrange to publish the corrigendum immediately at its own cost. No bills should be raised to IWAI for payment of any charges for publication of published corrigendum, what-so-ever the amount may be.
15. Translation in newspapers, language and proof reading will be the responsibility of the agency.
16. Advertisement should be published in time, as per the date mentioned on the release order / e-mail.
17. 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, IWAI may refuse to release payment for such advertisement.
18. IWAI reserves the right to use the logo, design, layout creatives etc. prepared by the Advertising Agency, for releasing advertisements directly by IWAI or through any other Advertising Agency or any other sources as deemed fit by IWAI without agency's consent, who designed the advertisement
19. In the event of any dispute or difference covering, relating to or arising out of this agreement, the parties shall do their utmost to settle it in fair and amicable manner in a spirit of mutual cooperation and any dispute or difference not settled within thirty days, shall be referred to the sole arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 together with any statutory modifications or re-enactment thereof. The venue of the arbitration shall be Noida. In view of the arbitration proceedings, the work under the agreement should not be suspended.
20. **Bills & Payment Terms**
  - a) Within 60 days of the release order, the agency will present computerized bills along with two Sheets of newspapers containing published advertisements; estimate approved by IWAI, two copies of Release Order issued by this Office, text material provided by this office and copies of DAVP Rates / Rate Cards as applicable. 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 triplicate, duly marked as original, duplicate and extra copy.

Bills in all respect and a certificate to the effect as mentioned below will have to be endorsed on all the bills; further the agency shall ensure that:-

- All the bills received from the newspapers have thoroughly been checked and found correct in all respect.

- The amount charged by the newspapers has been checked in respect of rates approved by the DAVP in vogue / Approved Rate / Card Rate and found correct and also in accordance with the estimate approved by IWAI.
  - The advertisement published by the newspapers has been checked and found correct.
  - The advertisement against respective Release Order has been published in that very insertion / edition of the newspapers as specified in the Release Order.
  - 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 IWAI immediately. Agency will also certify that these charges have not been claimed earlier and will not be claimed in future also.
  - A set of paper submitted are to be in proper serial numbered.
- b) The bill must be raised for the complete release order. Bills not accompanied with sheets of the newspapers containing published advertisements will not be considered.
- c) IWAI reserves right to disallow a part or full payment against any bill, if any of the condition, is violated.
- d) If the rates are enhanced by DAVP 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 IWAI.
- e) The advertising agency will have to submit final advertisement bill, positively within 60 days from the date of publication of the advertisement. IWAI 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 IWAI will have no liability and / or responsibility in this regard.
- f) IWAI reserve the right to deduct taxes / surcharges imposed by Govt. / State Govt. / Municipality Govt. and penalties imposed by IWAI, etc. which becomes due, directly from the bills submitted by the agency.

## 21. Performance Guarantee

### 21.1 For All Agencies including MSME Registered Firms

The agency shall deposit an amount equal to INR 5.0 Lakhs (INR Five Lakhs) as Performance Guarantee (PG) in the form of irrevocable bank guarantee from nationalized / schedule bank in India with validity of 60 days beyond the contract period. This performance bank guarantee shall be submitted within 21 days after the issuance of LOA.

21.2 The total performance guarantee shall remain with IWAI till the completion of the contract or the payment of the final bill payable in accordance with agreement conditions whichever is later, provided the employer is satisfied that there is no demand outstanding against the agency.

21.3 If the agency neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer to forfeit either in whole or in part, the

performance bank guarantee furnished by the agency. However, if the agency duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE", IWAI shall release the bank guarantee to the agency after deduction of cost and expenses that the Employer may have incurred and other money including all losses and damages which the Employer is entitled to recover from the agency.

21.4 In case of delay in the progress of work, the employer shall issue to the agency a memo in writing pointing out the delay in progress and calling upon the agency to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the employer is not satisfied with the explanations offered, he may forfeit the performance bank guarantee and / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the agency.



## **SECTION VI: ANNEXES**

## ANNEX - I: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Chairperson

Inland waterways Authority of India

Ministry of Shipping, Govt. of India

A-13, Sector-1,

Noida(U.P.)

Pin- 201301

In consideration of the ..... (hereinafter called "**Employer**") having to enter into an Agreement with M/s ..... (hereinafter called the "**Agency**") as a follow up to the Letter of Acceptance no.....dated..... issued by the Employer for **Empanelment of Advertising Agencies for release of advertisement in Print Media**, on production of Performance security in the form of Bank Guarantee for INR ..... (Rupees.....only), at the request of ..... **Agency**, We, (**Bank**) do hereby undertake to pay to the Employer an amount not exceeding INR..... (Rupees-----only) against any default or failure on the part of Agency to perform the contract in accordance with terms & conditions or any breach of the said Agreement.

1. We, (**Bank**) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Employer by reason of breach by the said **Contract** or any of the terms or conditions contained in the said time frame or by reason of the **Agency's** failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR..... (Rupees.....only).
2. We, (**Bank**) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the **Agency** in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge

of our liability for payment there under and the **Agency** shall have no claim against us for making such payment.

3. We, (**Bank**) further agree that the guarantee herein contained shall remain in full force and effect till completion of project work to the complete satisfaction of the Employer in terms of conditions of contract and Letter of Acceptance and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We(**Bank**) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Agency** and accordingly discharge this Guarantee after 60 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Employer in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that the same is enforced after the expiry of the said period or after the extended period as the case may be.
4. We (**Bank**) further agree with the Employer that the Employer shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said **Agency** from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said **Agency** and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said **Agency** or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said **Agency** or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against the **Agency** before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Employer may have obtained or obtain from the **Agency** at the time when proceedings are taken against the bank hereunder be outstanding or unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR.....(Rupees..... only) and shall remain in force until ..... or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before or the extended date ..... All our rights under the Guarantee shall be forfeited and the bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the **Agency**.
8. We, **(Bank)** lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the ..... of ..... 2017

for .....

(Indicate the name of bank)

Signature.....

Name of the Officer .....

(In Block Capitals)

Designation

Code No. ....

Name of the bank and Branch (SEAL)

**ANNEX - II: AGREEMENT FORM**

**Empanelment of Advertising Agencies for release of Advertisements in Print Media**

**AGREEMENT**

**BETWEEN**

**INLAND WATERWAYS AUTHORITY OF INDIA**

**AND**

**AGENCY**

This agreement made on this.....day of.....Two thousand Seventeen between Inland Waterways Authority of India, A – 13, Sector – 1, Noida - 201 301, U.P. (hereinafter called the "IWAI" which expression shall unless excluded by or repugnant to the context be deemed to include their successor in office) on the one part and M/S.....having its office at .....(hereinafter called "Agency" which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successor in office) on the other part.

**WHEREAS IWAI** is desirous of giving Empanelment of Advertising Agencies for release of Advertisements in Print Media as per the work Order No. ....dated .....in accordance to the ToR conduits of the agreement attachment hereto all of with form part if the agreement.

**WHEREAS THE AGENCY** has agreed to undertake the Empanelment of Advertising Agencies for release of Advertisements in Print Media on Terms and Conditions herein after set forth.

NOW THEREFORE THESE PRESENTS WITNESS and it is hereby agreed, declared by and between the parties hereto as follows:

The Agency shall undertake the Empanelment of Advertising Agencies for release of Advertisements in Print Media as per the work Order No. ....dated .....in accordance to the ToR of the agreement attachment hereto all of which form part of the agreement.

The following documents shall be deemed to form and to be read and construed as part of the agreement i.e.

- a) Notice inviting Tender
- b) Form of Tender
- c) Condition of contract
- d) Agreement form
- e) Technical Bid No. with Date.
- f) Addendums/Corrigendums

- g) Minutes of Pre-bid Meeting
- h) All Correspondence
- i) .....
- j) ....
- k) .....
- l) .....

In WITNESS whereof the IWAI has caused Shri .....on their behalf to hereunto set his hand and the Agency has caused Shri ..... on their behalf to hereunto set his hand and the firm has caused its common seal to be affixed hereunto the day and year first above written.

**Witnesses, IWAI**

- 1)
- 2)

.....

And this deed was duly executed by Shri.....for the Consultant above named in the presence of

**Witnesses of Agency**

- 1)
- 2)

**ANNEX -III: DETAILS OF BANK ACCOUNT**

**FOR RELEASE OF PAYMENT THROUGH  
ELECTRONIC FUND TRANSFER SYSTEM**

**(TO BE FURNISHED BY THE AGENCY ON ITS LETTER HEAD)**

**NAME OF THE PROJECT:** \_\_\_\_\_

We \_\_\_\_\_ (*Name of the Agency*) hereby request you to give our payments by crediting our bank account directly by e-payment mode as per account details given below. We hereby undertake to intimate IWAI in case of any change in particulars given below and will not hold IWAI responsible for any delay / default due to any technical reasons beyond IWAI's control:-

**Bank Account Number** : \_\_\_\_\_

**RTGS/NEFT/IFSC CODE** : \_\_\_\_\_

**NAME OF THE BANK** : \_\_\_\_\_

**ADDRESS OF THE BRANCH** : \_\_\_\_\_

**OF THE BANK**

**BRANCH CODE** : \_\_\_\_\_

**ACCOUNT TYPE**

**(SAVING/CURRENT/OTHERS)** : \_\_\_\_\_

**A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.**

IWAI hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold IWAI responsible.

**Signature of Authorized Signatory**

**Name & Designation**

**Date:**

**Place**

**ANNEX-IV: BANK CERTIFICATION**

It is certified that above mentioned beneficiary holds a Bank Account No. .... with our branch and the bank particulars mentioned above are correct.

**Signatory**

**Date:**

**No.**\_\_\_\_\_

**Name:**\_\_\_\_\_

**Official Seal/Stamp**

**Authorized**

**Authorization**



**ANNEX-V: TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

To,

Date:

The Secretary,

INLAND WATERWAYS AUTHORITY OF INDIA,

A-13, Sector – 1, Noida - 201 301,

District: - Gautam Budh Nagar (U.P.)

**Sub:** Acceptance of Terms & Conditions of Tender.

**Tender Reference No:**

**Name of Tender/Work:** - Empanelment of Advertising Agencies for release of Advertisements in Print Media

Dear Sir,

1. I / We have downloaded /obtained the Tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: [www.iwai.nic.in](http://www.iwai.nic.in) OR <https://eprocure.gov.in/eprocure/app> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s) etc.), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The minutes of the pre-bid meeting(if any) and/ or corrigendum(s)(if any) issued from time to time by your department/organization for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document(s)/minutes of the Pre-bid Meeting (if any)/corrigendum(s) (if any) in its totality / entirety.

5. In case any provisions of this Tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the full said earnest money deposit absolutely.

**Yours Faithfully**

**(Signature of the Bidder, with Official Seal)**