

**NATIONAL INSTITUTE FOR EMPOWERMENT  
OF PERSONS WITH MULTIPLE DISABILITIES  
(NIEPMD)**

(Dept. of Empowerment of Persons with Disabilities (Divyangjan), Ministry of Social Justice & Empowerment, Govt. of India). ECR, Muttukadu, Kovalam Post, Chennai – 600126.

[www.niepmd.tn.nic.in](http://www.niepmd.tn.nic.in)

**TENDER DOCUMENT**  
**FOR**  
**EMPANELMENT OF NEWS PAPER**  
**ADVERTISING AGENCY**

Date and Time of Submission : 23<sup>rd</sup> Dec 2019,  
05.00 PM

Date & Time of Tender opening : 24<sup>th</sup> Dec 2019  
03.30 PM

Sd/-  
(Dr. Himangshu Das)  
Director  
02<sup>nd</sup> Dec 2019

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IMO: Tender may be published in one national daily (all India Edition), Indian Trade Journal (ITJ), NIC CPPP portal, GeM Portal and NIEPMD website for wide publicity.

Director:-

# **NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES (NIEPMD)**

## **TENDER NOTICE FOR EMPANELMENT OF NEWS PAPER ADVERTISING AGENCY**

- 1) Sealed tenders are invited by the Institute for empanelment of newspaper advertising agency for recruitment, tender, admission, event publicity etc. related advertisements on local / national level.
- 2) The offers may be submitted in TWO-BID SYSTEM (A-Technical Bid and B-Financial Bid), by the reputed and experienced agencies / firms /companies.
- 3) Tender document fee of Rs. 1000/- (non-refundable) in the form of Demand Draft in favour of "Director, NIEPMD, Chennai" to be submitted with the Technical Bid.
- 4) The tenderer will have to deposit earnest money of Rs. 50,000- (Rupees Fifty Thousand Only) in the form of Demand Draft drawn in favour of "**Director, NIEPMD, Chennai**" along with the technical bid.

### **Important Dates:**

- **Last date for submission of Tender is 23<sup>rd</sup> Dec 2019 up to 05.00 p.m.** at **NIEPMD, East Coast Road, Muttukadu, Kovalam (Post), Chennai**. Tender consisting of Technical Bid and Financial Bid shall be sealed separately and to be put in single sealed envelope and to be marked as "**Tender for empanelment of newspaper advertising agency**".
  - Bidders may send queries on or before **18<sup>th</sup> Dec 2019** by email to [niepmd@gmail.com](mailto:niepmd@gmail.com), [niepmdcomputerlab@gmail.com](mailto:niepmdcomputerlab@gmail.com). No queries shall be entertained received after **18<sup>th</sup> Dec 2019**.
  - At the first stage, Technical Bids shall be opened in the presence of bidders, who may like to be present on **24<sup>th</sup> Dec 2019 at 03.30 p.m. at 3<sup>rd</sup> floor, NIEPMD Main Building, ECR Muttukadu, Kovalam (Post), Chennai - 603112**. The date and time of opening of Financial Bids shall be intimated later to the tenderers who are declared qualified by the Technical Committee.
- 1) The percentage of discount quoted in the Financial Bid shall be valid during the tenancy of contract including subsequent extensions. Offer valid for a specific period shall be liable for rejection.
  - 2) The tender shall be signed by the authorized person and his / her full name and status be indicated below the signature along with official stamp of the agency/firm/company.
  - 3) Institute may seek confidential feedback from any/all clients of the bidder at any stage before / after opening of Technical/Financial bid and may take decision based on client feedback.

- 4) The agency/firm/company should submit Technical Bid & Financial Bid in separate sealed Envelopes super scribing "Technical Bid" and "Financial Bid" as the case may be and to be put in single sealed and signed envelope. Write "Tender for empanelment of news paper advertising agency" on the outer envelope.
- 5) The Technical Bid should accompany a DD of Rs. 50,000/- (Rupees Fifty Thousand Only) drawn on any nationalized Bank / Scheduled Bank in the Name of "Director, NIEPMD, Chennai" payable at Chennai towards Earnest Money Deposit (EMD) and non-refundable tender document fee of Rs. 1,000/- (One Thousand Only) in the form of DD of any nationalized bank / Scheduled Bank in the Name of "Director, NIEPMD, Chennai" payable at Chennai to be enclosed along with Technical Bid. Tender received without EMD & Tender Fee or lesser amounts will be summarily rejected.
- 6) The tenders of the agency/firm/company not fulfilling the eligibility criteria's are liable for rejection.
- 7) The EMD shall be forfeited by NIEPMD, Chennai, if tenderer withdraw its tender after opening.

Date \_\_\_\_\_

**The Director**

National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD)  
East Coast Road (ECR), Muttukadu, Kovalam (Post),  
Chennai – 603 112 (Tamilnadu)

**Subject : Tender Notice for Empanelment of News Paper Advertising Agency**

Reference. : Tender Notice published in Daily newspaper on \_\_\_\_\_,

Sir,

With respect to the tender notice published in above mentioned daily newspaper, I / We hereby submit my / our tender in a required format i.e.:

**Technical Bid** : Profile of Agency/Firm/Company, Tender Document Fee and Earnest Money Deposit in sealed envelope (Marked as Technical Bid) and

**Financial Bid**: in separate sealed envelope (Marked as Financial Bid) sealed in single envelope and marked as “Tender for Empanelment of News Paper Advertising Agency”.

I / We have carefully gone through the terms and conditions prescribed and I / We accept the same without any alterations / modifications. We further declare that our agency/firm/company is not blacklisted by any Government Department or an Autonomous Body.

Yours faithfully,

**Signature**

**Name :**

**& seal of contracting agency/firm/company**

## PROFILE OF THE AGENCY / FIRM / COMPANY

(Please fill in all details. Profile will be used for technical evaluation and is part of the eligibility criteria)

Sr. No.	Required information	Details to be given by the agency / firm / Company.
1	Name of the agency / firm / company	
2	Address of the Head Office of agency / firm / company (Submit proof).	
3	Address of the agency / firm / company of Chennai office (Submit proof).	
4	Legal status - (individual, proprietary, partnership firm, limited company, corporation, etc.-Submit proof)	
5	Name, designation, and telephone nos. of the contact person. Fax No.	
6	Date of establishment of agency / firm / company (Submit proof)	
7	Statutory details (Photocopies to be submitted ): a) Registration number of the firm. (Issued under shops and establishment act.). b) Registration number issued by Registrar of Companies (if any) - c) PAN d) Service Tax – Registration number. GST No.	
8	Details of tender fee submitted	DD No._____ dated_____ for Rs. 1,000/- (Rupees One Thousand Only) drawn on (name of the Bank)_____ in favour of Director, NIEPMD, Chennai payable at Chennai (To be submitted with Technical Bid)
9	Details of Earnest Money Deposit	DD No._____ dated_____ for Rs. 50,000/- (Rupees Fifty Thousand Only) drawn on (name of the Bank)_____ in favour of Director, NIEPMD, Chennai payable at Chennai (To be submitted with Technical Bid)

**Signature**

**Name :**

**& seal of contracting agency/firm/company**

## TERMS AND CONDITIONS OF THE TENDER & GENERAL INFORMATION

Please read carefully before filling up the Tender Document. Incomplete Tenders will be rejected.

### 1. Scope of the work :

- a. Provide Art work (Color and or Black & White / English and or Hindi. And or Tamil) of the advertisement contents based on the input received from the Institute officials. As per the requirement, contracting agency will provide multiple options of the art work to be finalized based on the approval of the Institute Officials. This will also include all correction(s) as per the requirement during the process of finalization to publication of the advertisement.
  - b. Giving assistance in preparation of media plan, providing details of various publications across given geographical area and its quotations as per the DAVP rate.
  - c. Exchange of requirement and information shall be done through email communication. Only in exceptional situation, contracting agency official may be invited at the Institute.
  - d. Publication of advertisement as approved by the Institute in the given news papers as per the quotation approved by the Institute.
2. The award of work is for an aggregate period of 3 years, which will initially be given for a period of one year and reviewed for extension for another year(s) subject to satisfactory performance at the discretion of competent authority of NIEPMD on the same terms and conditions.
  3. The contracting agency/firm/company shall provide services continuously as per the award of contract.
  4. The contracting agency/firm/company shall not be allowed to transfer, assign, pledge or sub-contract its responsibilities, rights and liabilities under this contract to any other agency/firm/company without prior written consent of NIEPMD.
  5. The contracting agency/firm/company shall get suitable instructions from the IMO / Designated Official of NIEPMD and shall provide the services promptly as per requirement.
  6. The contracting agency/firm/company shall abide by the rules and regulations of State / Central Government authorities particularly applicable to the business and shall have requisite licenses, sanctions, registration, accreditation which should be valid during the tenure of contract.
  7. The Director, NIEPMD reserves the right to terminate the contract at any time without assigning any reason by giving one month notice to the contracting agency/firm/company.
  8. In case required services are not provided by the contracting agency on time, NIEPMD will be free to get the work done from any other agency from open market and the expenses on this account will be debited to the contracting agency which will be recovered from the dues / pending bills, performance security deposit etc.
  9. The successful agency / firm / company shall assign a designated official who shall be responsible for immediate interaction with NIEPMD designated official so that optimal services could be availed without any disruption. The designated official of the agency / firm / company should be available round the clock on his own direct telephone (office as well as residence & mobile) so as to respond to the call for services in emergent cases. The supervisor should be accessible on Holidays / Sundays also for satisfying NIEPMD requirements.

10. The contracting agency shall submit its bill along with the copies of the bills of the respective publication and original page of the publication on which the advertisement was appeared within 30 days to the NIEPMD official through whom the advertisement was given. On total bill of publications, contracting agency will offer the discount as offered in the Financial Bid.
11. Payment against Bill shall be made only after satisfactory services to be certified by the concerned NIEPMD official. No interest will be payable on the nonpayment due to delayed submission of bills and non-satisfactory services. No advance payment will be made. The payment will be made by local crossed cheque / bank transfer within 15 days from the date of receipt of bill.
12. The agency / firm / company shall be liable for depositing all taxes, levies, cess, etc. on account of services rendered by it to NIEPMD to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
13. The Income Tax (T.D.S.) shall be deducted at prevailing rate from the monthly bills in accordance with the provisions of Income Tax Department and a certificate to this effect shall be issued by NIEPMD to the contracting agency.
14. In case, the agency / firm / company fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof NIEPMD is put to any loss / obligation, monetary or otherwise, NIEPMD shall be entitled to get itself reimbursed out of the outstanding bills /performance security deposit to the extent of the loss or obligation in monetary terms.
15. The successful tenderer will have to execute an agreement with NIEPMD broadly covering scope of work, requirements, terms and conditions of the services to be provided to the NIEPMD on a non-judicial stamp paper of appropriate value, the cost of which will be borne by the successful agency/firm/company.
16. In case of Dispute or difference arising between the NIEPMD, Chennai and contracting agency relating to any matter arising out of or connected with this contract, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director NIEPMD Chennai, if he is unable / unwilling to act, to the sole arbitration or some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
17. The Director, NIEPMD reserves the right to award contract for required services either to one party or more than one party. He also reserves the right to amend or withdraw any of the terms and conditions mentioned in the tender document or to reject any or all the tenders without giving any notice or assigning any reason and not bound to accept the lowest tender. The decision of the Director, NIEPMD in this regard shall be final and binding on all.

## Eligibility Criteria:

### Eligibility criteria enlisted from i to vi below would be technical specification for evaluating the technical bid.

- i. The Agency should have the Indian Newspaper Society accreditation for the last 3 years. Registration certificate copy to be enclosed with technical bid.
- ii. The Agency should have minimum Annual turnover of Rs. 50 Lakh, during last Three years i.e. 2016-17, 2017-18, 2018-19. The turnover is to be supported by financial statement of accounts (including balance sheet, profit and loss account, auditors' reports and IT returns), duly certified by the Chartered Accountant along with the details about service tax paid for advertising jobs undertaken during last three years.
- iii. The firm should submit acceptance letter stating that it will provide their services on 24 hours basis and the firm should publish the advertisement within 24 hours. With least one month credit facility.
- iv. **The firm should have full-fledged registered and operational office at Chennai.**
- v. Award letter(s) of at least three contract jobs and satisfactory completion certificate of three jobs of the big reputed concerns/ Govt./Autonomous Bodies carried out in the past 3 years
- vi. The Agency should not have been blacklisted by any Central/State Government/Public sector undertaking.

Copies of supporting technical specification like copies of accreditation certificates, financial statements, IT returns, acceptance letters, proof of registered office in Chennai, Award letter copies and job completion letter etc. should be duly attested and submitted along with technical bid.

## Terms & Conditions:

1. Period of empanelment: The empanelment will be initially for a period of one year which may be extended further 02 more years with mutual consent subject to satisfactory performance.
2. The empaneled agency shall arrange for publication on Institute's advertisement from time to time according to the specific instructions such as name of the newspaper(s), number of insertion(s), specific column(s), date of publication etc. These instructions will be communicated in writing by the competent authority of the Institute from time to time.
3. The Agency shall provide the service on 24 hour basis and it shall accept request for advertisements even at a short notice and arrange to publish the same on the specified dates.
4. Text of advertisement will be provided by the Institute in electronic format (MS word) and the designing/creative options/artwork should be done by the agency to the satisfaction of the Institute.
5. Translation from English to Hindi / any other regional language or vice versa of all Advertisements/Tender notice to be published in other regional newspaper shall be arranged by the agency and no additional charges for translation of the same will be made.
6. Release of the technical advertisement by the advertising agency shall be after approval of advertisement design/artwork only on the dates and in the newspaper(s), category and position communicated by the Institute.
7. It shall be the responsibility of the agency to ensure that all advertisements of the Institute would be placed prominently and appear in an impressive manner while occupying minimum space.
8. In case the text matter or portion of the text matter for advertisement is not clear, the agency shall obtain clarification(s) from the Institute authority to ensure publication of correct text manner on the specified date without any delay.
- 09 In case of delay in publishing the advertisement beyond 24 hours' time. The firm is liable to pay @Rs. 1000/- per day per advertisement up to a maximum one week. Non execution of order beyond one week shall be liable to termination of the contract.



10. In case of any error in publication as compared to Advertisement's text given by us, they shall arrange for publication of corrigendum at their own cost.
11. Tender without Earnest Money Deposit shall be rejected summarily. Tenders received after due date and time whether sent by post or given in person are liable to be rejected.
12. Agency shall release the Advertisement only to the publication indicated by us, in a conspicuous and impressive manner with minimum space.
13. The Agency has to submit an undertaking that they have not ever been blacklisted by any of the organization at any point of time.
14. After publication, they will have to arrange for payment of advertisement charges to the dailies and then submit the bills to us as per agreed terms for making payment.
15. The offers submitted by downloading from the Institute website shall be considered valid only when accompanied by a demand draft for Rs. 1000/ as tender fees.
16. The Director, NIEPMD reserves the right to cancel the tender without assigning any reason at any stage of the tender process
17. The Director, NIEPMD reserves the right to alter/modify any or all conditions of this tender notice at any later stage
18. The bid should be clear and without any condition. Condition bid shall be summarily rejected.
19. Earnest money shall be forfeited if the successful bidder fails to submit acceptance of award and sign the formal agreement within 7 days from the date of intimation of award or fails to execute services as per laid down terms & condition within 7 days from the date of commencement given in the work order
20. The offer/bids should be submitted in two bid system i.e. Technical Bid and Price Bid in a separate cover. The technical bid should consist of all technical details along with catalogue, commercial terms and conditions. Financial bid should indicate item-wise price for all the items mentioned in the technical bid.
21. The Technical bid cover will be first opened and evaluated. In the primary screening, technical bid of only those who satisfy the eligibility criteria will be evaluated. The Price bid of only those bidders whose technical bid is found to be technically adequate by the Committee will be opened.
22. The tender document duly signed on all pages shall be submitted along with the Technical bid & Price bid shall only be considered.
23. TDS /Income Tax etc. are to be deducted at source from the bills of contractor as per the rules.
24. Service Tax is payable as admissible under the rules subject to submission of Service Tax Challan /Return etc. As documentary proof in support of having deposited the Service Tax in Service Tax Department.
25. All questions, disputes or differences arising under out of or in connection with the contract if concluded shall be subject to the exclusive jurisdiction at the place from which the acceptance of tender is issued (i.e.) Chennai.
26. You are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date specified in the Schedule.
27. NIEPMD reserves the right to seek performance report from other clients.
28. NIEPMD will release payment by cheque within 30 days after receipt of bill
29. Bill should be accompanied by the advertisement clipping and DAVP price list of all national dailies in which advertisement has been published.
30. NIEPMD will prepare a panel of more than one advertising agencies who meet the eligibility criteria defined in the tender document.
31. All copies of the tender shall be typed or written in indelible ink and shall be signed by the bidder of a person/persons duly authorized to bind the bidder to the contract
32. The tender shall have no interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person/persons signing the tender.
33. The NIEPMD may enter into a parallel rate contract with more than one agency for publishing advertisements.

34. During the period of contract, if services of the empaneled agency is found not to be satisfactorily or adverse complaints are received against the empaneled agency any time during the contract period, NIEPMD reserves the right to terminate the contract unilaterally by giving one month notice, without assigning any reasons.
35. The empaneled agency is required to confirm in writing that, the above terms and conditions satisfactorily acceptable to them and they shall not demand any change/alterations later in the terms and conditions so agreed upon.
36. The empanelment of an agency shall not mean that NIEPMD cannot release advertisements directly/through any other agency without routing through the agency empaneled through this process.
40. The tender cover should be sent to  
**Director,  
National Institute for Empowerment of Persons with Multiple Disabilities,  
East Coast Road, Muttukadu,  
Kovalam PO  
Tamilnadu-603112**
41. **The institute shall not be responsible for the late receipt of Tender on account of Postal or any other delay.**

## **FINANCIAL BID**

Providing services as per the “Scope of the Work” enumerated under the **Terms and Conditions of the Tender & General Information at Sr. 1.**

Institute shall bear the liability of Service Tax and other statutory taxes / charges as applicable from time to time on the bills payable by the Institute. TDS will be done as per the prevailing rate.

Sr. No	Description	Discount % on DAVP Rates
1	Print Media (News Paper advertising)	_____% <b>Percentage In Words :</b> _____ _____

If there is a discrepancy between the discount percentage quoted in words and figures, the percentage given in words shall prevail.

**DATE:**

**SIGNATURE OF TENDERER WITH  
NAME & RUBBER STAMP  
of Agency / Firm / Company**