



NATIONAL INSTITUTE OF FASHION TECHNOLOGY

(A statutory body governed by the NIFT Act 2006 and set up by the Ministry of Textiles, Govt. of India)

TENDER DOCUMENT FOR HIRING OF ADVERTISING AGENCY

NIFT (Name of the Centre)

Address of the campus

Time schedule for tender process:

Date of publication of tender notification on official website and Newspapers	
Sale of tender document commence from	
Last date for Sale of tender document	
Last date for receipt of duly filled in tenders	
Date and Time of the opening Technical Bids	
Date and Time of the opening Financial Bids	will be notified to the technically qualified tenderers

Note: This tender document contains pages (total no. of pages including Annexures) and tenderers are requested to sign on all the pages.



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1. INTRODUCTION:

National Institute of Fashion Technology (NIFT) was set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006 (NIFT Act 2006) for the promotion and development of education and research in field of Fashion Technology. NIFT provides fashion business education across the country through its network of 16 centers. It provides four years under graduate (UG) program in design and technology, two years post graduate (PG) program in design, fashion management & fashion technology and short duration education program to address the specialized needs of professional and students in the field of fashion. NIFT has its head office at New Delhi with its campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, New Delhi, Patna, Raibareli, Shillong and Srinagar.

One paragraph for the introduction of concerned NIFT Campus.

2. NOTICE INVITING TENDER

The NIFTCentre invites sealed tenders under "**TWO BID SYSTEM**" for selection of an advertising agency.....at NIFT Centre.....address of the centre from reputed agencies fulfilling the criteria laid down in Techno-commercial bid format at Annexure-A. The format for Financial Bid at Annexure-B. The contract period will initially be for a period of one year extendable on satisfactory performance and mutual consent on same terms and conditions on yearly basis by another two years.

The details of the tender are given below:-

- a. **Description of Services:** selection of an advertising agency.....at NIFT Centre.....address of the centre.
- b. **Closing date & time for submission of bids:**
- c. **Date & time of opening of Bid:**
 - i. Technical bid: (in presence of the tenderers or their authorized representatives.
 - ii. Financial bid : After evaluation of Technical Bid
 - iii. Bid validity upto: 30 days from the date of opening of financial bid
- d. **Correspondence Address:** Mr./ Ms.Director, National Institute of Fashion Technology, NIFT Campus,address of the Campus

"TWO BIDS SYSTEM" shall be followed for this tender. Tenderer should take due care to submit the tender in accordance with requirement in sealed covers. Bids received shall be evaluated as per the Criteria prescribed in the tender document. NIFT will not entertain any modifications subsequent to opening of bids and bids not conforming to tender conditions shall be liable to be rejected. Therefore, bidders are advised to submit their bids complete in all respects as per requirement of tender document specifying their acceptance to all the clauses of



Bid Evaluation Criteria, General terms and conditions and compliance to the Scope of Work requirement etc.

Tender documents for selection of an Advertising Agency at NIFT Centre.....address of the centre can be obtained from office of the Purchase Officer from..... to..... on all working days between 10 A.M. to 4 P.M. on payment of a non-refundable cost of Tender of Rs..... which shall be payable in the form of a Demand Draft drawn in favour ofNIFT – (Name of the Centre).

The tender document is not transferable to any other person. The tender document can also be downloaded from the NIFT's official website www.nift.ac.in/name of the centre. The tenderer who have downloaded the tender document from the website should send a Demand Draft of Rs..... (non refundable) drawn in favour of National Institute of Fashion Technology (name of the Centre) towards the cost of tender document in Technical cum Financial Bid.

The tender fee and the EMD draft should be kept in the Technical Bid Cover. The Technical bid and the financial bid should be sealed by the tenderer in separate covers duly super scribed as "Technical Bid" and "Financial Bid" respectively. Both these sealed covers should then be kept in a bigger cover which should also be sealed & duly super scribed as "selection of an Advertising Agency at NIFT Centre.....address of the centre".

The tender documents shall be signed by authorized person as a token of acceptance of the terms& conditions. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to and it should be reach before 2.00 pm on The tender document should be addressed to the Purchase Officer, NIFT Campus, Centre Name and complete address.

In case of any clarification required relating to this tender, the same can be sought from the following officers of NIFT:

- a. Name with designation, phone number and email id.
- b. Name with designation, phone number and email id.

3. ELIGIBILITY CRITERIA

Tenders are invited from reputed and experienced INS Accredited Advertising Agencies to work as an approved Advertising Agency for releasing the press release/ advertisement of NIFT. All the advertising jobs given by the Institute are confidential and time bound. Most of the advertisement works are related to Admission, Recruitments and Events organized by the Institute. The Agencies applying for selection should preferably have

- (a) 5 years' experience in handling releasing advertisements related to educational institution. However if an agency/company is having valid certificate of 'Startup India' under Department of Industrial Policy and Promotion of the Ministry of Commerce & Industry is exempt from above criteria.



- (b) Full-fledged office in the municipal limit of concerned NIFT Campus.
- (c) The Agency must be presently empanelled with at least two PSUs/ Educational Institutes and have annual turnover not less than Rs. 10.00 Crores in publicity related work for last two years. However if an agency/company is having valid certificate of 'Startup India' under Department of Industrial Policy and Promotion of the Ministry of Commerce & Industry is exempt from above criteria.
- (d) The Agency should be a firm /company/registered/incorporated in India. (Submit proof thereof.)
- (e) The Agency should not be blacklisted by any Central/State Govt./Public Undertaking in India.

4. TECHNICAL BID

1	Name of the Advertising Agency:	
2.i	Address of Registered Office/ Head Office: (with Telephone No.)	
2.ii	Address of NIFT City Office: (with Telephone No.)	
3	Contact Person/ Mobile No:	i. ii.
4	E-mail Address:	
5	Whether accredited with INS, if yes Year of Accreditation.	Yes/No
6	Year of Incorporation/ Establishment:	
7	Constitution of The Firm: (Public Ltd/Private Ltd/Partnership/ Proprietorship etc)	
8	Name of Proprietor/ Partners/ Directors: (Strike out whichever is not applicable)	
9	PAN Card No:	
10	GSTIN No:	



11	Whether the firm/Agency has 5 years' experience in handling release of Advertisement related to Educational Institutes.	Yes/No.
12	Whether the firm/Agency empanelled with two PSUs/ Educational Institutes. If yes, the name of the firms:	Yes/No (Name)
13	Details of EMD (amount/bank/dd/cheque/date etc.)	
14	Infrastructure available in Delhi : Other Metros:	
15	Certificate of Registration for 'Startup India' under Department of Industrial Policy and Promotion of the Ministry of Commerce & Industry	

I/We certify that the above statements are true and I/ we undertake to submit any other testimonials certificates whenever called for in support of our statement. This application will not in any way construe as our claim for empanelment.

Name & Signature with company seal

Place:

Date:

Checklist of Enclosures

1. Copy of Memorandum and Article of Association, Certificate of Incorporation, Certificate of Commencement of Business if a Limited Company/ Partnership Deed for Partnership concern, Trade License etc
2. Copy of Latest/ Current INS accreditation Certificate
3. Proof of empanelment with 2 PSUs/ Educational Institutes
4. Latest Income Tax /Sales Tax clearance certificates
5. Photocopy of PAN Card
6. Photocopy of Service Tax Registration Certificate
7. Audited Financial Statements for the last 2 years i.e. and In case, the audit for & has not been completed, please attach Auditor's Certificate for Turnover.
8. List of major clients with certificates/ testimonials
9. Required EMD
10. Signed copy of the Tender Document

5. FINANCIAL BID



No	News Paper		Size					
			8cm x 6 cm		Per Col/Sqcm		Half Page	
			Davp	Comm	Davp	Comm	Davp	Comm
1								
2								
3	TOI	All India						
4		Delhi						
5	HT	All India						
6		Delhi						
7	Others(Please specify News Papers.)	All India						
8		Delhi						

- Amount must be quoted exclusive of GST as applicable.

6. TERMS & CONDITIONS

1. The sealed bids will be received by NIFT up to 2.00 PM on Any bid received after the prescribed deadline shall not be considered irrespective of rates. The Techno-Commercial bids will be opened on the same date at 4.00 PM in the presence of the representatives of the bidders present, if any. Date of opening of financial bids of such firms which meet the prescribed techno-commercial criteria will be notified separately.
2. Earnest Money (EMD) of Rs. 1.0 lakh in the form of Demand Draft to be paid in favour of NIFT (except those who are specifically exempted by NSIC certifications) should accompany with the Techno-Commercial bid document. Such EMD shall not carry any interest. Any bid not accompanied with required EMD shall be deemed to be invalid and will be rejected by NIFT.
3. The bidders, who download the Tender Document from NIFT's website, are required to submit a separate demand draft for Rs. 200/- (Rupees two hundred only) towards the cost of the Tender document. **THIS DEMAND DRAFT IS REQUIRED TO BE SUBMITTED WITH THE TECHNICAL BID.** Downloaded Tender Documents submitted without demand draft towards the cost of Tender Document **shall be rejected.**
4. The EMD shall be forfeited if:
 - a. The bidder withdraws his bid during the period of bid validity.
 - b. In the case of successful bidder, if he fails to furnish the required Security Deposit within the specified time limit.



5. The EMD of the successful bidder shall be retained towards making of the security deposit for the performance of the contract and shall be discharged after submission of the required security deposit.
6. The bid shall remain valid for a period of 4 months from the date of receipt of the bid.
7. The Ad Agency should be sincere and prompt at call of the NIFT. The execution of job is to be time bound and with all required information so as to avoid the delay or duplication. The Agency shall be required to execute the task even at the shortest notice and on holidays.
8. NO artwork charges will be paid in any case.
9. The Agency shall keep all the information of the NIFT CONFIDENTIAL and shall not divulge/ divert the same to any outsider.
10. RATES AND PRICES
 - a. Bidders should quote the rates in the format given at Annexure-B. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or overwriting is permissible WHATSOEVER.
 - b. For arriving L-1 the following criteria will be follow:
 - i. The party which gives DAVP rates in both TOI & HT will be considered L-1.
 - ii. If there are more than one party giving DAVP rates in TOI & HT, then the rates quoted for other paper will be considered and the Agency which quoting lowest rate for maximum paper will be considered as L-1.
 - iii. The party which gives DAVP rates either TOI or HT will be considered L-1 for that paper.
 - iv. If any party offers DAVP rates in TOI and other party offer in HT, then commercial rates quoted in other papers vise-versa will be considered.
 - v. In case of commercial rates, the party which give lowest rates in HT & TOI both will be considered as L-1, then the rates quoted in other papers will be considered.
 - c. All statutory duties and taxes (including excise and customs) VAT and other maybe clearly specified. Price quoted shall be firm and any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.
 - d. No additional freight or any other charges, etc, would be payable.



11. TERMS OF PAYMENT

Payment will be released on monthly basis within a fortnight after receipt of bills and certification by respective department that the service provided by the agency is satisfactory. The agency shall submit an undertaking & proof of advertisement in the News Papers to NIFT along with claim for payment.

12. COMPLIANCE WITH THE LAWS & REGULATION

The Agency will be required to follow professional ethics and regulatory rules/ laws, if any, while dealing with NIFT and ensure confidentiality in matters that may become detrimental/ cause loss or damage to the interest/ image of NIFT in any manner.

13. LIQUIDATED DAMAGES

NIFT reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory, and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by NIFT from Security Deposit or pending bill or by raising a separate claim as the case may be.

14. SECURITY DEPOSIT: The successful bidder shall deposit an amount of Rs. 1.0 lakh as security deposit, EMD of successful bidder may be converted into security deposit on written request to the competent authority.

15. EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.

16. CONCILIATION/ ARBITRATION

- a. If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Competent Authority (Centre Director).
- b. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by Competent Authority (Centre Director).
- c. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the agency shall proceed with and continue without hindrance the performance of the work under the contract with due diligence



and expedition in a professional manner and the payment due to the agency shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

- d. The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
- e. The arbitrator will give the speaking and the reasoned Award. The Parties will not be entitled to any pendente-lite interest during arbitration proceedings.

17. FORCE MAJEURE

- a. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- b. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely NIFT and the Ad. Agency.
- c. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 Hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NIFT shall have the option of canceling this contract in whole or part at his discretion without and liability at his part.
- d. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

18. APPLICABLE LAW AND JURISDICTION

All matters connected with his shall be governed by the Indian law both substantive and procedural, for the time being force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

19. No alternative offer shall be considered.
20. NIFT reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of NIFT action.

21. Any clarification on the documents may be obtained from:-



Purchase Officer
National Institute of Fashion Technology
NIFT Campus
Complete Address & Telephone Number

22. After award of LOA, the Agency is required to enter into an Contract with NIFT on the terms and conditions as detailed in the tender document.
23. On finalization of tender the selected bidder needs to submit declaration under anti profiteering applicable as per GST laws.