



**CCSHAU, Hisar**  
**STANDARD BIDDING**  
**DOCUMENT HIRING OF MEDIA**  
**PLANNING & CONSULTANCY**  
**AGENCY**

**PART 1: COMPLETE BIDDING DOCUMENT**

**Name of work:- EOI for Hiring of Media Planning & Consultancy Agency for CCS HAU, Hisar.**

# CCS HARYANA AGRICULTURE UNIVERSITY

(Established by an Act of Parliament of India, No. 16 of 1970)

## E-TENDER NOTICE

E-tender is invited from interested and reputed security agencies / contractors fulfilling the terms and conditions of the contract for below mentioned job in single stage two cover system i.e. Technical Bid and Financial Bid (under online available Commercial Envelope):-

Sr. No.	Name of the work	Appr. Esti. cost Rs. (in lac)	EMD Money to be deposited by Bidder (Rs.)	Tender Document Fee & e-Service Fee (Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & time of Earnest Money submission	Expiry date & Time of Bid Preparation & Submission	Date/Time of opening T/Fin. bids
1.	EOI for Hiring of Media Planning & Consultancy Agency for CCS HAU, Hisar	18,00,000/-	50,000/-	Rs. 1000/- + + (Rs. 1000/- + 18% GST)	27.11.2019 (09:00 hrs.) to 12.12.2019 (upto 17:00 hrs)	11.12.2019 upto 17:00 hours	12.12.2019 (upto 17:00 hrs.)	Tech. Bid 16.12.2019 at 11:00 A.M and Financial Bid 17.12.2019 at 11:00 A.M

- (i) **Cost of Bid documents to be paid online is Rs. 1000/- (non refundable) for each bid to be deposited** through debit cards and Internet Banking Accounts.
- (ii) **The further details and e-tendering schedule visit** <https://etenders.hry.nic.in> & University website <http://hau.ac.in>.
- (iii) **E-Service fee Rs. 1,000/- + 18% GST required to be filled/provided at the time of online bid preparation stage.**

**Media Advisor  
Public Relations Office  
CCS HAU, Hisar**

**INVITATION FOR BID**

(IFB)

### Detail Notice Inviting e-Tenders (DNIet)

**EOI through e-Tender** is invited for work mentioned below in single stage two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Sr. No.	Name of the work	Appr. Esti. cost Rs. (in lac)	EMD Money to be deposited by Bidder (Rs.)	Tender Document Fee & e-Service Fee (Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & time of Earnest Money submission	Expiry date & Time of Bid Preparation & Submission	Date/Time of opening Tech./Fin. bids
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Under this process, Technical online bid Application as well as online Financial Bid shall be invited at single stage under two covers i.e. Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (Technical bid) with respect to eligibility and qualification criteria prescribed in this Tender document. The Financial Bid under the second cover shall be opened for only those Applicants whose Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

1. **The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD/Bid Security can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. He/She will be required **to make online payment of Rs. 50,000/- (Rs. Fifty thousand only) towards EMD/Bid Security fee in due course of time. If the intended bidder fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his/her bids for the respective events/Tenders.**
3. The interested bidders must remit the funds at least T+1 working day (Transaction Day + One working Day) in advance i.e. **on or before (13.12.2019 upto 17:00 hrs.); and make payment via RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder/Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>.**

The interested bidders shall have to pay mandatorily e-Service Fee (under document fee-Non refundable) of **Rs. 1000/- + 18% GST** online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The payment for document fee/e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

The Bidders can submit their tender documents (online) as per the dates mentioned in the key dates:-

### Key Dates

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1	-	<b>Tender Document Download and Bid Preparation/Submission</b>	Date 27.11.2019 09:00 hrs	Date 12.12.2019 17:00 hrs
2	<b>Technical Bid Opening</b>		Date: 16.12.2019 11:00 am	
3	<b>Financial Bid Opening</b>		Date: 17.12.2019 11:00 am	

**Important Note:**

1. The Applicants/bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant/bidder fails to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'
2. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
3. Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
4. In the first instance, the online payment details of tender document fee, e-Service and EMD & Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/Agency wherever required shall be opened online in the presence of such bidder/Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

**Envelope 1: Technical Bid**

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

**Envelope 2: Financial Bid**

The bidders shall quote the rates in Financial bid format under Commercial Bid.

1. Though proper care has been taken to upload approved DNIT. However, there may be some discrepancy. In case of discrepancy between approved DNIT and uploaded DNIT. The approved DNIT will be applicable. The approved DNIT will be made part of agreement.
2. Conditional tenders will not be entertained & are liable to be rejected.
3. **In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day.** The time receipt of tenders and other conditions will remain unchanged.
4. The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the last date of **'online submission of (Technical) document & BS'**. If any bidder/tenderer withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall

stand forfeited. In case the last day to accept the tender happens to be holiday, validity accept tender will be the next working day.

**CONDITONS:-**

- 1) Approved pre qualification documents containing estimate, detailed terms and conditions alongwith criteria of selection can be seen on any working during office hours in office of undersigned.
- 2) Conditional tenders will not be entertained & are liable to be rejected.
- 3) In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
- 4) The undersigned reserve the right to reject any tender or all the tenders without assigning any reason.
- 5) The societies shall produce an attested copy of the resolution of the Co-Operative department.
- 6) The tenders without earnest money / bid security will not be opened.
- 7) The jurisdiction of court will be at Hisar.
- 8) The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.

Media Advisor  
Public Relations Office  
CCS HAU, Hisar

## **SECTION-1**

# **SCOPE OF TENDER**

**PREQUALIFICATION CRITERIA, SELECTION CRITERIA, AWARD OF CONTRACT AND INSTRUCTIONS TO AGENCY ETC.**

**1 Scope of Bid**

- 1.1 The Media Advisor, CCS HAU, Hisar invites bids on behalf of the University for Empanelment of Agency (as defined in this document).
- Throughout this bidding document, the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.
- 1.2 **The scope described hereunder is only indicative in nature and shall not be limited to the same: -**
- Positioning CCS HAU, Hisar as top Institute for International Collaborations ó highlighting industry-friendliness of campus
  - Highlighting innovation and entrepreneurship culture of campus
  - Positioning CCS HAU, Hisar as the "Best Agriculture University" among prospective students.
  - Positioning CCS HAU, Hisar among prospective faculty highlighting the high-end R&D work being done on campus.

**1.3 Purpose of EOI**

The objective of this EOI is to engage a Public Relation (PR) agency who would better publicize and bring into focus the top research activities, community services, technology development initiatives, teaching, learning and professional programs of CCS HAU, Hisar at national and international platforms as well.

**1.4 Terms & Conditions:**

1. The media agency must have a good understanding of Science, Technology, Research and Development with strong media relationships with journalists covering Science, Technology, Education and R&D segments.
2. The Media Planning Agency will disseminate all the press release only after the approval from the Media Advisor, Public Relations Office, CCS HAU, Hisar.
3. An office for the functioning of agency will be provided at CCSHAU Campus.
4. The agency should be able to outreach the national and regional media.
5. It must submit valid PAN No. (Copy of the PAN Card must be enclosed).
6. Media agency must get national media or channel for live telecast of activities at CCS HAU.
7. This Contract will be initially for one year. However, the CCS HAU, Hisar reserves the right to accept/reject/continue the tender after the review of performance quarterly. The contract may be extended for another year on mutual consent basis.



8. The CCS HAU reserves the right to accept or reject any or all proposals without assigning any reasons thereof.
9. Affiliate/Franchise offices will not be considered.

### **1.5 Scope of work:-**

1. The media planning Agency should be able to provide a qualified Servicing team, for undertaking the campaigns. The Media Planning Agency team should be physically available at the CCS HAU, Hisar. Media agency must be physically present for each and every event of CCS HAU, Hisar and also facilitate frequent interaction between faculty-students of CCS HAU, Hisar with journalism covering Agriculture, farmer and students related events, fishery, incubation centers, Science, Technology, Education and R&D segment.
2. The Media Agency should have been in the business of providing professional services in the area of media planning with institute like SAUs, IITs, NITs, IISc, IISERS, Central University as so for at least 3 years.
3. The media agency must have a good work experience of Agriculture, farmer and students related events, fishery, incubation centers, Science, Technology, Research and Development with strong media relationships with journalists covering Science, Technology, Education and R&D segments.
4. The agency should be able to outreach the national and regional media.
5. The media Planning Agency will advise the CCS HAU, Hisar on various aspects relating to Media Planning including :-
  - (i) An overview of the existing situation and an effective plan on the way forward for the promotion Campaigns, based on available market research analysis.
  - (ii) Product segmentation and use of appropriate creative for the different markets and segments.
  - (iii) Most appropriate schedules for release of campaigns in different markets.
6. The Media Planning Agency will submit a campaign evaluation report to assess the reach and impact of the campaign and to ascertain if the objectives of the Media Plans have been achieved, every year. This report will be submitted by the agency within a period of 4 weeks of completion of the Campaigns.
7. The Media Planning Agency will interact with the offices of the CCS HAU, Hisar (by personally, telephone/e-mail/fax, etc.), to obtain inputs relevant to the Media Planning.
8. Hard copy of media report must be submitted to CCS HAU, daily basis.
9. The Media Planning Agency will create Video clips of CCS HAU activities.
10. The Media Planning Agency will prepare quarterly newsletter of important events in English.
11. The Media Planning Agency will send tenders and advertisements of University to the different news papers with the approval of Media Advisor.
12. The Media Planning Agency will also highlight all activities of CCSHAU on press and Electronic media, television channels, radio channels, websites, portals, twitter, facebook,

blogger, instagram, Whatsapp group, You tube, Outdoor sites, other innovative media etc with the approval of Media Advisor.

13. The Media Planning Agency will advise the CCS HAU on various aspects relating to Media Planning and Media Strategy.

14. Any other activity relating to the Media Planning and Media Strategy for which the CCS HAU may seek advice of the Media Planning Agency.

15. Any other activities of CCSHAU related to Media, as per direction of the competent authority.

16. All press release approved by CCS HAU, Hisar should be translated in Hindi or any other regional language before dissemination by the media planning agency.

17. The communication strategy should include print, electronics, regional media and online media including international media outreach and following points:

- Positioning of CCS HAU, Hisar as the "Institute of choice" among prospective students and scholars (B.Sc., M.Sc., Ph. D., B.Tech, M. Tech., Postdoctoral research fellows)
- Highlighting CCS HAU, Hisar as a vibrant, eco-friendly and multicultural campus.
- Positioning CCS HAU, Hisar as topmost Agriculture University for International Collaborations ó highlighting industry ó friendliness of campus, start-up promoting and with a research park
- Highlighting innovation and entrepreneurship culture of the campus
- Highlighting CCSHAU, Hisar with the activities related to farmers welfare and development
- The agency should document and present an elaborate communication strategy to achieve the above listed objectives elaborately with well-defined metrics to measure the success of the strategy with targets.

### **Other Terms & Conditions:-**

It should have complete infrastructure in designing, media and marketing department.

#### **2. Source of Funds**

2.1 The expenditure will be met from the University/NABARD/ICAR/State Govt. Funds etc..

#### **1. Eligible Bidders.**

3.1 This Invitation for Bids is open to all bidders who fulfil qualification criteria.

#### **4. Eligibility Criteria.**

4.1 This invitation of bids is open to all companies of National Repute.

4.2 Should have satisfactorily completed/ongoing works of designing of at least one similar nature of work in any IIT/NIT/SAU/Central University etc. as so.

4.3 Average Financial turnover of Rs.30.00 Lacs per annum during last five years duly audited by a C.A. (10% compounded value per year to be added) shall be the minimum criteria for selection, however, for additional (upwards turnover shall be considered for evaluation of the bids and additional points shall be credited on this account as mentioned under point 6.1 of selection criteria of this document).

4.4 Should not have incurred any loss in more than 2 years during last five years duly certified by C.A.

4.5 Should not be black listed/expelled/terminated/debarred/suspended from the contract by any of

the client for which an affidavit shall be required to be furnished alongwith the bid on non-judicial stamp paper of Rs. 100.

- 4.6 Availability of Key Personnel and latest Equipments/Software to attain the timely completion of work.
- 4.7 Consent of the Agency on its letter head that the agency must obtain for itself on its own responsibility and on its own cost all the information including risks, contingencies and other circumstances in execution of the work. It shall also carefully read and understand all the obligations and liabilities given in term of reference documents. Further the University shall not provide any authority letter expect for the scheduled public/Govt. occasions.
- 4.8 All the pages of the term of reference documents submitted by the Agency shall be signed and stamped by the Agency or his representative holding the Power of Attorney (Enclose original/attested photocopy of the Power of Attorney).
5. **The tenders/bids shall be submitted online in two separate Envelopes as follows: -**

### **5.1 ENVELOPE-1: Technical Bid**

The bidder shall upload the required eligibility and technical document online in Technical bid. This envelope shall be super scribed as “**Technical Bid**” clearly written on top of the Envelope. This envelope shall contain the following documents: -

EMD shall be paid through online payment system. The Bids without EMD shall be summarily rejected.

Undertaking of acceptance of terms and conditions (Specified in these tender documents), on the letter head of the Agency / firm as the case may be duly signed and stamped by the Authorized representative.

All the documents of prequalification and other terms and conditions mentioned in the Notice Inviting Offer.

1. Name & Address of the applicant with Telephone No./Fax No./ Email ID.
2. A. Year of Establishment.  
B. Date & Year of commencement of work.
3. Legal status of the applicant (attach copies of original document defining the legal status)
  - a. A proprietary firm.
  - b. A firm in partnership.
  - c. A limited company or Corporation/Joint venture/Consortia.
4. Names of Directors & other executives with designation.
5. Designation of individuals authorized to act for the organization.
6. Total No. of professional staff (In house):

Associates:

7. Has the applicant or any partner in case of partnership firm, ever abandoned the awarded project before its Completion? If so, give name of the project and reasons for abandonment.
8. Has the applicant or any constituent partner in case of partnership

firm, ever been debarred/black- listed/suspended for competing in any organization at any time? If so, give details.

9. Has the applicant or any Constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
10. Awards/citations/recognitions/prize received for outstanding job with details.
11. Curriculum vitae of the key professionals including associate to be involved in the project:
  - a. Name of firm:
  - b. Professional:
  - c. Date of birth:
  - d. Years with firm:
  - e. Nationality:
  - f. Detailed Task Assigned:
  - g. Key Qualifications:
- 12 Information on any litigation in which the applicant was involved during the last five years including any current litigation alongwith the admitted matters with courts.
- 13 Authorization to seek detailed references.
- 14 Audited Balance sheets/Brochures and annual reports of last five years (Financial Years 2014 to 2018).
- 15 List of ongoing assignments and projects successfully completed during the last five years.
16. (Give an outline of staff member's experience and training relevant to responsibility in context of assignment. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and location. Use up to half a page)
  - i) Education:[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained. Use up to a quarter page.]
  - ii) Employment Record:  
[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name (s) of employing organization(s), title of positions held and location of assignments. For experience in last ten years, also give type of activities performed and client references. where appropriate. Use up to three quarter of a page. ]
  - iii) Awards and honors
  - iv Any other relevant information.

Technical bid shall be opened first on the date and time mentioned herein.

The Price Bid shall be opened/ considered only of the top three scoring Agency s who qualify as per prequalifying criteria and have submitted the requisite EMD, and Undertaking as mentioned above in the Envelope-I and who will qualify in the presentation in presence of University Committee. All the documents shall be duly signed and stamped and notarized where applicable.

## 5.2 ENVELOPE-II: Financial Bid

This envelope shall be super scribed as “**Financial Bid**”. The rates are to be quoted as per the Annexure-I. This document shall be duly signed and stamped by the Authorized person of the firm.”

## 6. SELECTION CRITERIA

### 6.1 PART I(Technical Part) (Evaluation criterion)

The Technical bids shall be evaluated by a Committee taking into consideration following conditions:-

- (a) turnover for the last/current financial year on the basis of audited balance sheet and certificates of ITRø the turnover should not be less than Rs. 1 crore.
- (b) experience which should be at least 3 years in the name of same agency/firm applying in the present EOI bid
- (c) The agency/firm is required to append at least two proofs of two institutes/University in the same name where the work has been completed/associated.

\* The firms/agencies participating shall have to demonstrate the presentation before the Committee presenting all their principal required qualifications, experience, achievements, infrastructural details, company profile, man power.

### 6.2 PART-II (FINANCIAL BID)

The financial bid shall comprise the financial offer in the format given in the bid document. The bidder is required to quote the lump sum rates for Media Planning & consultancy agencies. The form of financial proposal is enclosed as Annexure I - for reference.

**Note**– Each bidder shall submit only one bid for the work. A bidder submitting more than one bid will cause such bids to be disqualified. Incomplete bids shall be declared as non-responsive.

## 7 OPENING OF BIDS: -

7.1 Online Bids opening shall be carried out in two stages. Firstly, '**Technical Bid**' of all the bids received shall be opened on the date and time mentioned in the bid documents in the presence of the bidderø/ biddersø representatives (having suitable authorization letter from the original bidder) who may like to be present, at the time, date and place specified in the bid document. In the event of the specified date for the submission of bids being declared a holiday for the University, the Bids will be opened at the appointed time and location on the next working day.

7.2 Online '**Financial Bid**' of all bidders qualified on the basis of technical evaluation criteria shall be opened.

***Any Bid not accompanied by an acceptable Bid Security shall be treated as non-responsive and shall be summarily rejected.***

**8. AWARD CRITERIA: -**

**On the basis of technically qualified bids, the financial bids of responsive bidders will be opened.** The selection of the firm for allotment of the work will be based on the lowest price quoted by the lowest bidder (L-1) out of all the technically qualified bids.

**9. NOTIFICATION OF AWARD: -**

The bidder whose bid has been accepted will be notified of the award by the University and confirmed by registered letter. This letter hereinafter will be called "Letter of Acceptance (LOA)".

**10 SCHEDULE OF SERVICES AND STAGES OF PAYMENTS: -**

The accepted contract price shall form the basis of payment to the Agency. Payment shall only be made after submission of bill(s) by the Agency. The payment shall generally be made within 30 days from the submission of the bill by the Agency.

**11. EXECUTION OF THE ASSIGNMENT:-**

- 11.1 The Agency shall keep the University informed about the progress of work.
- 11.2 The Agency shall appoint specialized manpower of the relevant field in consultation with the University, if necessary.
- 11.3 The Agency shall be responsible for the direction and integration of the Agency's work. The Agency however, shall be fully responsible for the obtaining of desired results, the detailed design and periodic planning and evaluation of the work entrusted to them on monthly basis.
- 11.4 The Agency shall not make any deviations, alterations or omissions from the approved planning, involving financial implications without prior consent of the University Authorities.

**12. TIME SCHEDULE:-**

The Agency shall, in consultation with the University, prepare a Time Schedule in respect of various services to be rendered and discharge of University's obligations.

**13. Bid Security:**

The Bidder shall furnish, as part of his Bid, a Bid security in the amount Rs. 50000/- as shown in column 3 of the detailed notice inviting tender (part of this document). The bid security is to be paid online directly through RTGS / NEFT & OTC. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks. Any bid not accompanied by an acceptable failure of non-deposit of Bid Security shall lead towards rejection of the tender. The Bid Security of unsuccessful bidders will be returned within 45 days of the end of the bid validity period. The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

**14. Performance Security**

Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Media Advisor, CCSHAU a Performance Security in any of the forms given below for an amount of 10% of final bid will be kept as Performance Security that the Agency completes the work satisfactory. The performance security will be valid up to the completion of the work with one month period of release after complication and satisfactory report.

- Bank Guarantee in the form acceptable to the University; or
- FDR in the name of **Comptroller, CCS HAU, Hisar**

Failure of the successful Bidder to provide performance security as stated above shall constitute sufficient grounds for cancellation of the award, forfeiture of the performance Security and black listing the Agency.

**15. DELAY AND EXTENSION OF CONTRACT PERIOD/ LIQUIDATED DAMAGES:**

- 15.1 The time allowed for execution and completion of the assignments or part of the assignments as specified in the contract, shall be essence of the contract on the part of the Agency. The time allowed for each job will be decided by the University.
- 15.2 As soon as it becomes apparent to the Agency, that the work and/ or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the Media Advisor and apprise him of the reasons for the delay, as also the extra time required to complete the works and / or portions of work, together with justification therefore.
- 15.3 **Time to continue to be treated as the essence of contract in spite of extension of time.**  
It is an agreed terms of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Agency .

**16.0 TERMINATION OF CONTRACT DUE TO AGENCY'S DEFAULT**

- 16.1 Conditions leading to termination of contract, If the Agency
- a. becomes bankrupt or insolvent, or,
  - b. makes assignments with or assignment in favor of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors or
  - c. being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/ General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or
  - d. has execution levied on his goods or property or the works, or
  - e. assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
  - f. abandons the contract, or
  - g. persistently disregards instructions of the University/Media Advisor or contravenes any provisions of the contract, or
  - h. fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
  - i. fails to take steps to employ competent and / or additions staff and labour, or
  - j. promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the University, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
  - k. Suppresses or gives wrong information while submitting the tender.

In any such case, the University may serve the Agency with a notice in writing to that effect and if the Agency does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of the University and shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part

or parts (as may be specified in such notice).

- i. In such a case of termination, the University/Media Advisor may adopt the following course.
- ii. Carry out the whole or part of the work from which the Agency has been removed by engaging another Agency or deployment of technical staff at site.

**16.2 Entitlement of University:**

In cases described in sub-clause 16.1(ii) above, the University shall be entitled to:

- a. Forfeit the whole or such portion of the Performance security amount, as deemed fit, and
- b. Recover from the Agency the cost of carrying out the balance work in excess of the sum, which he would have been paid, according to the certificate of the Media Advisor, if the works had been carried out and completed by the Agency under the terms of the contract. Such certificate shall be final and binding upon the Agency. The amount to be recovered may be deducted by the University from any other moneys due to the Agency alone or jointly under this or any other contract.

**17. TERMINATION OF CONTRACT ON EMPLOYER/ ENGINEER'S ACCOUNT.**

The University shall be entitled to terminate the contract, at any time, should, in the University's opinion, the cessation of works become necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the University of such termination and reasons therefore, shall be conclusive evidence thereof.

In case of termination of contract on University account as described above, the claims of the Agency towards expenditure incurred by him in the expectation of completing the assignment, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/vouchers etc. to the satisfaction of University. The decision of the University on the necessity and propriety of such expenditure shall be final and conclusive.

However, the Agency shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the assignments in full but which he could not in consequence of termination of contract under this clause.

**18. FORCE MAJURE**

18.1 If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the University or the Agency shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of god, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a competent authority (hereinafter referred to as 'event') then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a) Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- b) The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c) If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 180 days, the contract may be fore closed with mutual consent by giving a notice of 30 days without any repercussions on either side.
- d) In case of doubt or dispute, whether a particular occurrence should be considered an 'event' as defined under this clause, the decision of the Media Advisor shall be final and binding.



- e) Assignments that have already been completed shall be paid for by the Media Advisor.
  - f) If the contract is fore-closed under this clause, the Agency shall be paid fully for the work done under the contract, but not for any pending work or work done which has been partially completed.
- 18.2 If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.
- 19 **No suspension of work**  
The Obligations of the University, the Agency shall not be altered by reasons of conciliation/arbitration being conducted during the execution of assignments. Neither party shall be entitled to suspend the work on account of conciliation/arbitration and payments to the Agency shall continue to be made in terms of the contract.
20. **Arbitration Clause**
- a. In case of any dispute or difference of any kind whatsoever either party will make an appeal to the Appellant Authority i.e. Registrar, CCS HAU, Hisar who will decide the issue within 90 days. If either party is not satisfied with appeal, he can invoke arbitration clause. Adjudication of the dispute shall be heard by the sole arbitrator to be appointed by the University.
  - b. The Arbitration and Conciliation Act 1996 amended up to date shall be applicable on all the matters of arbitration.
14. **Jurisdiction of Court**  
Jurisdiction of Court for dispute resolution shall be at Hisar.

**Media Advisor**  
Public Relations Office  
CCS HAU, Hisar

**FORMS AND ANNEXURES**

**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

To

Media Advisor.  
Public Relations Office  
CCA HAU, Hisar

\_\_\_\_\_ (Name & address)

WHEREAS (name and address of Agency) Wherein after called (the Agency) has undertaken in pursuance of contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (name of contract and brief description of works) (hereinafter called (the contract))

AND WHEREAS it has been stipulated by you in the said contract that the Agency shall furnish you with a Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are to Guarantor and responsible to you, on behalf of the Agency , upto a total of \_\_\_\_\_ (amount of Guarantee), \_\_\_\_\_ (amount in words) such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, and sum or sums within the limits of \_\_\_\_\_ (amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Agency shall in

any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto \_\_\_\_\_ (a date 60 days from the date of completion of the work)

**SIGNATURE AND SEAL OF THE GUARANTOR**

Name of Bank \_\_\_\_\_

Address: \_\_\_\_\_

Date \_\_\_\_\_

**Annexure I:  
Formats for Financial Bid  
Financial Bid Submission Form**

From

To

Media Advisor,  
Public Relations Office  
CCS HAU Hisar

**Subject: EOI for Hiring of Media Planning & Consultancy Agency for CCS HAU, Hisar.**

Sir,

Sr. No	Item	Rates	
		(in fig.)	(in words)
1	EOI for Hiring of Media Planning & Consultancy Agency for CCS HAU, Hisar		

Our Financial Bid shall be binding on us, subject to the modifications resulting from any Contract negotiations. Our Financial Bid is inclusive of all the direct and indirect taxes, duties/ cess, (including GST), any other fee/ expenditure incurred by us.

We understand that you are not bound to accept any Bid you receive.

Signature \_\_\_\_\_  
(Authorized Signatory)

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

**Letter of Acceptance**  
(Letterhead paper of the Employer)

\_\_\_\_\_ (Date)

To

\_\_\_\_\_ (Name and address of the Agency )

\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees \_\_\_\_\_ (\_\_\_\_\_ ) (amount in words and figures), as corrected and modified in accordance with the tender document is hereby accepted by our Agency .

You are hereby requested to furnish Performance Security, in the form detailed in tender document for an amount equivalent to 10% of final bids within 21 days of the receipt of this letter of acceptance valid up to completion of work and sign the contract, failing which action as stated in tender document will be taken.

Yours faithfully,

Authorized Signature  
Name and title of Signatory  
Name of Agency

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**Issue of Notice to proceed with the work**

\_\_\_\_\_ (Date)

To

\_\_\_\_\_ (Name and address of the Agency )

\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in bid document and signing of the Contract for Agency consultancy services of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ at a Bid Price of \_\_\_\_\_.

You are hereby instructed to proceed with the execution of the said job in accordance with the contract documents.

Your faithfully,

(Signature, name and title of signatory authorized  
to sign on behalf of Employer)

**Agreement Form**

**Agreement**

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_(name and address of Employer) [hereinafter called "the Employer"] and \_\_\_\_\_ (name and address of Agency ) hereinafter called "the Agency" of the other part.

Whereas the University is desirous that the Agency execute \_\_\_\_\_(name and identification number of Contract) (hereinafter called "the Job") and the University has accepted the Bid by the Agency for carrying out job and completion of such job and the remedying of any defects therein, at a cost of Rs.

**NOW THIS AGREEMENT WITNESSETH** as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the University to the Agency / bidder as hereinafter mentioned, the Agency hereby covenants with the University to execute and complete the Works/jobs in conformity in all aspects with the provisions of the contract.
3. The University hereby covenants to pay the Agency in consideration of the carrying out job and completion of the job and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
  - i) Letter of Acceptance
  - ii) Notice to proceed with the works;
  - iii) Contractor's Bid
  - iv) Bid Document

In witnessed where to the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_ was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said \_\_\_\_\_ in the presence of:

Binding Signature of University \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_



