



भारतीय समुद्री विश्वविद्यालय  
**INDIAN MARITIME UNIVERSITY**  
(A Central University under the Ministry of Ports, Shipping and Waterways, GoI)  
**HEADQUARTERS**

**Tender No IMU-HQ/R/70/17/03/2023-PUR**

**26.07.2024**

**NOTICE INVITING TENDER**  
**(OPEN Tender)**

Sealed Bids are invited **under Two Bid System** from Multi Media Creative, Advertising and Marketing Agency empaneled by DAVP for advertisements in Newspapers/ Television/ Radio/ Website on DAVP empaneled Newspapers or Channels or websites respectively, based on IMU's requirements. The contract will be valid for a period of one year from the date of issue of Work Order, extendable on satisfactory performance, one year at a time up to a maximum of 3 years, at the same quoted price, terms and conditions of the contract.

**Note:** Bidders are advised to study the Tender Document (including all Sections, Annexures and Schedule etc.) carefully. Submission of Tender shall deem to have been done after careful study and examination of the Tender Document with full understanding of its implications.

The Tender Document can be downloaded at free of cost from IMU website [www.imu.edu.in](http://www.imu.edu.in) from 26.07.2024 onwards. The last date for receiving tender at IMU HQ is 6.00 PM on 16.08.2024.

*[Handwritten Signature]*  
26 07 24  
**REGISTRAR**  
2612

### **Tender Abstract**

1.	Notice Inviting Tender (NIT) No.	:	<b>Tender No. IMU-HQ/R/70/17/03/2023 -PUR</b> dated 26.07.2024
2.	Tender document download commencement date	:	6.00 PM on 26.07.2024
3.	Pre Bid Meeting date and time	:	11:00 AM on 05.08.2024 Interested bidders are required to register themselves for Pre Bid Meeting. The link for registration will be made available on IMU's Website.
4.	Last date and time for submission of queries	:	06:00 PM on 04.08.2024
5.	Last date and time for receipt of Bids	:	6.00 PM on 16.08.2024
6.	Date and time for opening of Technical Bid	:	10:00 AM on 19.08.2024
7.	Date and time for opening of Financial Bid (for technically qualified Bidders )	:	To be intimated later
8.	Period/ Extension Of Contract	:	One year from the date of Award of contract with an option of extension one year at a time up to a maximum of four years (1+3 years) with the same rate, terms and conditions, subject to satisfactory completions of services on year to year basis at the sole discretion of IMU.
9.	Validity of tender offers	:	120 days from the date of last date of submission of bids
10.	Estimated cost of Tender	:	Rs. 2,75,00,000/-
11.	EMD	:	5% of the estimated tender value
12.	Security Deposit (for finalized bidder only )	:	5 % of the value of the tender as Performance Security may be furnished in the form of [Insurance Surety Bonds], Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial bank or online payment in an acceptable form. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.
13.	<b>Address for communication:</b> The Registrar, Indian Maritime University Headquarters, East Coast Road, Semmencherry, Sholinganallur (PO), Chennai-600 119 <b>Tel:</b> 044- 2453 9020 <b>Email:</b> registrar@imu.ac.in <b>Note:</b> For any information/queries/clarification relating to Terms & Conditions of this tender, the bidders can directly send mail to dr.purchase@imu.ac.in & purchase.hq@imu.ac.in with a CC to registrar@imu.ac.in or can be contacted through mobile at 9840981612 and phone at 044-2453 9020 (IVR Ext:221/222) within the time laid down in the tender document.		

## INDIAN MARITIME UNIVERSITY

### INDEX

Sl. No.	CONTENT	Page No.
1.	INTRODUCTION	4
2.	INSTRUCTIONS TO BIDDERS	4
3.	SCOPE OF WORK	10
4.	ELIGIBILITY CRITERIA	13
5.	BID EVALUATION PROCESS	15
6.	COVER LETTER FORMAT (IN LETTER HEAD) – ANNEXURE -I	21 to 22
7.	FORMAT FOR ELIGIBILITY CRITERIA EVALUATION – ANNEXURE – A, A-1 & A-2	23 to 26
8.	DETAILS REGARDING ANNUAL TURNOVER – ANNEXURE - B	27
9.	DECLARATION REGARDING DEBARRING – ANNEXURE – C	28
10.	FORMAT OF AGREEMENT – ANNEXURE – D	29 to 30
11.	PROFORMA FOR PRICE BID– ANNEXURE – E, E-1	31 to 35
12.	PRE-CONTRACT INTEGRITY PACT (ANNEXURE – F)	36 to 42
13.	DETAILS OF EXPENDITURE TOWARDS ADVERTISEMENT BY IMU DURING FY 2022-23, 2023-24 & 2024-2025 (ANNEXURE – G)	43

## Introduction:

### 1. **Brief Overview of the Requirement:**

- 1.1. IMU Headquarters and Campuses issue large number of advertisements in several leading National/Regional News Papers in connection with Tenders, Common Entrance Tests, Common Recruitment Tests, starting of new Courses, Convocation, Foundation Day and other important functions of the University. The average value of the advertisements (Print Media) issued by IMU on the whole, over a period of last three years is approximately Rs. 1.65 crore. However, depending upon IMU's requirements, the cost of advertisements issued may drastically vary upwards/downwards from year to year.
- 1.2. The tender is intended to select a Multi Media Creative, Advertising and Marketing Agency empanelled by DAVP, which can offer the highest discount on DAVP rates for advertisements in Newspapers/ Television/ Radio/ Website on DAVP empanelled Newspapers or Channels or websites/social media network, based on IMU's requirements.
- 1.3. The Tender is also being floated to identify Service Provider for the content creation, consultancy and as well as publishing/ telecasting with the intent for creating the Brand image of IMU.
- 1.4. IMU will enter into a service contract/rate contract initially for one year, extendable on satisfactory performance for one year at a time up to a maximum of FOUR years (1+3 year) at the same quoted discount price, terms and conditions of the contract.
- 1.5. The services as per Scope of Work given below is applicable for advertisement related services for IMU-HQ and its Campuses.

### 2. **Instructions to the Bidders**

- 2.1. The Bidders shall submit their Sealed Bids in two separate covers containing the following:
  - (i) Technical Bid,
  - (ii) Financial Bid.
- 2.2. The Technical Bid (one envelope) and Financial Bid (one envelope) should be kept **separately** in sealed envelopes **and super scribed with respective Title**. Both sealed envelopes should be kept [i.e. Technical Bid (envelope) and Financial Bid (envelope)] inside one sealed envelope. Third envelope and the inside two envelopes to be super-scribed as follows along with bidder name & Address:  
  
***"Tender for Hiring of Multimedia Creatives, Advertising and Marketing Agency empaneled by DAVP for advertisements in Newspapers/ Television/ Radio/ Website/Social media network on DAVP empaneled Newspapers or Channels or websites respectively"***
- 2.3. In case, the Financial Bid and Technical Bid are not submitted as per para 2.1 & 2.2 above, such bid shall be rejected summarily.

2.4. The Bid Document must be addressed to:

**The Registrar,  
Indian Maritime University,  
East Coast Road,  
Sembencherry,  
Sholinganallur (PO),  
Chennai – 600119.**

The bids must be sent by Registered/ Speed Post or Courier, or through Special Messenger (to be dropped at Box placed at Main Gate of IMU-HQ) **so as to reach by 6:00 PM on 16.08.2024. Late tenders shall not be accepted.**

2.5. The Bid Document can be downloaded from IMU web site <http://www.imu.edu.in> at free of cost or from CPPP e-publishing portal.

2.6. The Technical Bid should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit. The tenders without EMD shall be summarily rejected. If the Bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity then, IMU would suspend the Bidder from participation in any future tenders of IMU for a period of 6 months.

2.7. The Technical Bids will have the following Annexures and will have to be put in separate envelopes super scribed with the text given below:

2.7.1 Annexure – A: Minimum Eligibility Criteria

2.7.2 Annexure – A-1: Copy(ies) of proof of Similar Work

2.7.3 Annexure - A-2: Similar Experience in Multimedia Creatives, Marketing and Advertising.

2.7.4 Annexure – B: Details Regarding Annual Turnover

2.7.5 Annexure – C: Declaration Regarding Non – Debarment

Note: If a bidder does not possess ALL the Minimum Eligibility Criteria laid down for a PART, then the Technical Bid will not be taken up for Financial Bid evaluation. **Page nos. of supporting documents which satisfies the criteria have to be clearly mentioned against each in the space provided.**

2.8. The Price Bid should be in the following prescribed formats and will have to be submitted as specified at para 2.1 and 2.2.

2.8.1 Annexure E & E1: Proforma for Price Bid

2.9. Price Bids not in prescribed format or a conditional Price bid, shall be rejected. Price Bids should be submitted in separate Envelope as explained earlier. If it is found inside the Envelope containing the Minimum Eligibility Annexure such Bid will be summarily be rejected.

2.10. All prices/rates in the Price Bid should be clearly written both in figures and in words. In case of a discrepancy between the prices/rates in figures and words, the Unit prices/rates in words will be considered correct.

2.11. Earnest Money Deposit (EMD)

Particulars	Supporting document
EMD Amount	<p>5% of the Estimated tender value. The bid security may be submitted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e- Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract without any interest.</p> <p>The submission of EMD is exempted for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT).</p>

2.12. Bidders should avoid alterations/ corrections in the prices/ rates submitted by them. However, if alterations/corrections in prices/ rates are inescapable each alteration/ correction should be indicated both in figures and words and duly attested under the full signature of the Authorized Signatory of the Bidder.

2.13. All the pages of the Bid Document shall be continuously numbered and submitted as a package along with a **Covering Letter in the prescribed Proforma (Annexure-I) on the Bidder's Letter Head.**

2.14. The Bidders should submit all details, documents etc. as required in the tender document duly signed on each page. All the pages of tender document including the documents enclosed with it should be serially numbered and spiral bound. The Total number of pages should be mentioned in the forwarding letter. In case Bidder fails to do so, the offer will be considered incomplete bid and IMU Headquarters will reject the bid without seeking any further clarification.

2.15. Information, references and certificates from the respective clients certifying technical, delivery and execution capability of the Bidder should

be signed and the contact numbers of all such clients should be mentioned. The IMU, Chennai may also independently seek information regarding the performance from the clients.

- 2.16. If the Bidder deliberately gives incorrect or misleading information in his tender or wrongfully creates circumstances for the acceptance of the tender, then IMU, Chennai reserves the right to reject such a tender at any stage and also blacklist/ debar the Bidder from future tenders for a period of not less than 3 years.
- 2.17. The Bidder shall submit the copy of the tender document, corrigendum and addenda thereto, if any, with each page signed and stamped to confirm the acceptance of the entire terms and Conditions of the tender.
- 2.18. IMU, Headquarters at its sole discretion reserves the right to extend last date of submission of tender and the same shall be updated in IMU, Headquarters website and all Bidders are requested to visit the website for latest updates.
- 2.19. IMU-Headquarters reserves the right to annul the bidding process at any time without any liability for such annulment, without assigning any reason there to.
- 2.20. IMU-Headquarters reserves the right to invite revised tenders with or without amendment at any stage without any liability for such invitation and without assigning any reason thereof.
- 2.21. IMU-Headquarters shall notify the successful Bidder through Registered Letter/ Speed Post / Fax / E-mail/ Courier or in person confirming that their offer has been accepted. IMU-Headquarters will issue a Work Order to the successful Bidder. This Work Order shall include the detailed Work Order, terms & conditions and the amount which IMU-Headquarters shall pay to the successful Bidder in consideration of the execution of the contract by him.
- 2.22. **Upon receipt of the Work Order by the Contractor, he shall execute an Agreement as per format Annexure - D on Non-Judicial Stamp paper for value of Rs.200/- (Rupees Two Hundred only) within 7 days from the date of receipt of Work Order.**
- 2.23. Quoted rates must be valid for 120 days from the last date for submission of tender and subsequent extension if any.
- 2.24. Tenderers, who have downloaded the tender, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, if the same is found to be tampered / modified in any manner, such tender will be completely rejected and Tenderer is liable to be banned from doing business with Indian Maritime University.
- 2.25. It is the responsibility of the bidder to check the website of IMU time to time for updates.

- 2.26. **Disclaimer** - This Tender is not an offer by IMU, but an invitation to receive offer from Vendors/Bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of IMU and the Vendors/Bidders.
- 2.27. The prospective bidders shall submit their queries in prescribed format mentioned below **in-writing** to the address mentioned in the Abstract of the tender or e-Mail to [dr.purchase@imu.ac.in](mailto:dr.purchase@imu.ac.in) with a copy to [registrar@imu.ac.in](mailto:registrar@imu.ac.in) not later than date and time indicated in Abstract.

Sl. No.	Clause No. & Page No.	Text of the Clause	Clarification Sought

- 2.28. IMU may or may not incorporate any changes in the Tender document based on suggestions received during the Pre-Bid Conference. The decision of IMU regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances.
- 2.29. **Response to queries and issue of amendments:**
- 2.29.1. IMU will respond to any valid request for clarification, received within the stipulated time. IMU's decision is final and binding with regard to interpretation of terms used or other tender contents.
- 2.29.2. IMU may, for any reason, sue moto or in response to a clarification by a prospective bidder or bidder, modify the tender documents by amendments (through Addenda / Corrigenda, etc.)
- 2.29.3. Any such amendments will be informed to all the participants in the pre-bid meeting besides hosting on IMU website. All the bidders who had downloaded the Bid Document shall verify, whether any such amendments have been issued by IMU, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s), if any, shall be binding on the Bidder.
- 2.29.4. Any such Corrigendum/Addendum shall be deemed to be part or incorporated into this NIT.
- 2.29.5. In order to provide prospective bidders reasonable time for taking the Corrigendum/Modifications into account, IMU may, at its discretion, extend the last date for the receipt of Bids. However, no such request in this regard shall be binding on IMU.



**2.30. Completeness of Tender:**

The Bidder is expected to examine all instructions, forms, terms and conditions and deliverables in the tender document. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete Information as called for in the tender document is not given therein, or if particulars asked for in the forms / proforma in the tender are not fully furnished.

**2.31. Cost of Bidding:**

The Bidders shall bear all costs, efforts or their time associated with the preparation and submission of their bids and the IMU will in no case be responsible or liable for those costs / efforts / time, regardless of the conduct or outcome of the tendering process or the cancellation, if any, of tender by IMU, due to any reason whatsoever and at any stage of the tender (IMU is not responsible, if there is a cancellation even after price bid opening).

**2.32. Language of Proposal & Correspondence:**

The tender, and all correspondence and documents, related to the tender, exchanged between the Bidder and IMU should be in the English language only. If the Bidder along with their offer furnish any printed literature written in any other language, such documents should be supplemented with their English translation also. The contents in the English translated version alone shall be taken into consideration.

**2.33. Tender Validity:**

Tenders shall remain valid for 120 days from the date of opening of Technical Bid. A proposal valid for a shorter period may be rejected by IMU as being non-responsive. During the period of validity of Proposals, the terms and condition mentioned shall not change and any such request may lead to denial of the award.

**2.34. IMU's Right to accept and to reject any or all proposals:**

Notwithstanding anything else contained to contrary in this Tender Document, IMU reserves the right to accept or reject any Bid or to annul the bidding process fully or partially or modifying the same and to reject all Proposals at any time prior to the award of work, without incurring any liabilities in this regard.

**2.35. Rejection of Bids:** The bids will be rejected on following grounds:

2.35.1 If any of the eligibility criteria as per the qualification criteria is not met.

2.35.2 EMD amount is not paid.

2.35.3 If tender terms and conditions are not met.

- 2.35.4 If Bid is not submitted as per the annexures laid down in this Tender document.
- 2.35.5 If Price Bid is submitted along with the Technical Bid.
- 2.35.6 If Bidder gives wrong information in the bid.
- 2.35.7 Canvassing in any form in connection with the bids.
- 2.35.8 If the bid is incomplete/ a partial bid/ a conditional bid /an unclear bid in any form.

### 3 **Scope of Work:**

#### 3.1. For Newspaper Advertisements (Minimum of 4 Print Ads):

- 3.1.1 As per IMU's requirement, prepare the creative for the advertisement proposed to be published within a day of receipt of requirement.
- 3.1.2 To do all related work such as spell check, grammar check, content proposal, flawless layout, artwork, etc. for the advertisement proposed to be released.
- 3.1.3 To propose Newspapers-city-wise in English/ Hindi and/or regional languages in the Local/ National Newspapers which will suit the requirement of the IMU i.e. based on the purpose of the advertisement to ensure maximum outreach.
- 3.1.4 Seek approval for the Newspaper Advertisement creative and media plan from the User Section raising the request for Advertisement i.e. respective authority of IMU's Campus or Academic Section IMU-HQ/ PRO (i/c) IMU-HQ/ Admin Section IMU-HQ, etc.
- 3.1.5 To publish advertisement in English/ Hindi and/or regional languages in the Local/ National newspapers empanelled by DAVP at DAVP approved rates as per approved media plan.
- 3.1.6 To adhere to the timeline of release and requirements of the IMU in respect of the newspapers for specific editions of National/ Regional Newspapers on the specified date(s).
- 3.1.7 The advertisement should in general be published within the first 10 pages of the Newspapers and as far as possible on the odd numbered pages. Any deviation from the above must have the prior written concurrence of IMU.

#### 3.2. Televisions Advertisement (Minimum of 1 TVC):

- 3.2.1 To create a TV Commercial/ documentary for IMU with the intention of Brand image building, at DAVP rates.
- 3.2.2 To provide content, tag lines, photoshoot, Videography of IMU Campuses using drones, dubbing, High quality video coverage of students/Faculty/etc. as per the requirement of IMU for the TV Commercial.
- 3.2.3 Seek approval for the TV Commercial creative and media plan from the User Section raising the request for Advertisement i.e. Academic Section IMU-HQ/ PRO (i/c) IMU-HQ/ Admin Section IMU-HQ, etc.
- 3.2.4 Suggest the TV Channels along with proposal for telecasting

schedule where the TV Commercial should be telecast to ensure maximum outreach to the targeted audience through the year.

- 3.2.5 The pre-production for TV commercial includes recce, scripting, first draft and second draft, on location shoot for 2 days at IMU Campuses, drone shoot, Director interviews/bytes, bytes of eminent people, alumni bytes via online means.
- 3.2.6 The post production for TV commercial includes digital film conversion, editing, voice over and background music.
- 3.2.7 Provide budget estimate at DAVP rates for the development of TV Commercial and telecasting separately.
- 3.2.8 If the channels suggested are not in the empanelled list of DAVP, the Agency would be required to provide quotes for the same as a part of the Budget approvals.
- 3.2.9 Ensuring Telecasting of the TV Commercial in the approved TV Channels at DAVP Rates and as per Media Plan and submit report for confirming telecasting.
- 3.2.10 To submit reports of the Campaign having carried out as per approval to User Section raising the request for Advertisement.
- 3.2.11 The documentary/TVC shall be delivered as a HD mixed Master (Digital file format) HD unmixed Master [Clean non texted versions of the film including Supers or Names and Designations, Graphics, Maps, Titles (including opening title sequence) should be placed after the end of the program with 10 seconds slot giving details. Footages to be delivered on a hard disk/drive.

3.3. Radio Jingle (Minimum of 1 Radio jingle):

- 3.3.1 To create a Radio Jingle with the intent of creating Brand image for IMU at DAVP rates.
- 3.3.2 To suggest the duration, tag lines, Dubbing, music, etc. for the proposed Radio Jingle which will be catchy and intended to attract youngsters.
- 3.3.3 To provide budget estimate at DAVP rates for Creation of content and the spot rate (as per DAVP rates) based on the Radio Channels in cities, time slot and media plan for advertisement through the year. If the Radio channel proposed is not empanelled with DAVP the quotes from such channels be provided along with the complete Budget Estimate.
- 3.3.4 Seek approval for the Radio creative and media plan from the User Section raising the request for Advertisement i.e. Academic Section IMU-HQ/ PRO (i/c) IMU-HQ/ Admin Section IMU-HQ, etc.
- 3.3.5 To submit reports of the Campaign having carried out as per approval at to User Section raising the request for Advertisement.

3.4. Digital Advertisement (minimum of 6 Web Ads):

- 3.4.1 To create Digital Advertisement which could be standard size web banners on the websites or standard video Ads with the intent of creating Brand image for IMU at DAVP rates.

- 3.4.2 The Digital Advertisements could be for DAVP empanelled Websites or Social Media Platforms.
- 3.4.3 To suggest content (i.e. type of ad standard size web banners on the websites or standard video Ads), list of channels, size, duration, time slot for advertisement to ensure maximum outreach.
- 3.4.4 To provide budget estimate for Creation of content, the size in pixels or duration for the specific time slot and media plan for advertisement through the year at DAVP rates. If the Website proposed is not empanelled with DAVP the quotes from such channels be provided along with the complete Budget Estimate.
- 3.4.5 Seek approval for the Digital Advertisement Creative and media plan from the User Section raising the request for Advertisement i.e. Academic Section IMU-HQ/ PRO (i/c) IMU-HQ/ Admin Section IMU-HQ, etc.
- 3.4.6 To submit campaign report that will mention the number of impressions generated and the Click-Through-Ratio (CTR) to User Section raising the request for Advertisement.

3.5. Outdoor Campaign (minimum of 2 Outdoor Campaign):

- 3.5.1 As per IMU's requirement prepare the creative for the advertisement through outdoor campaigning within 3 days of receipt of requirement.
- 3.5.2 To do all related work such as spell check, grammar check, content proposal, flawless layout, artwork, etc. for the advertisement proposed to be released.
- 3.5.3 To propose media plan for outdoor campaigning city-wise in English/ Hindi and/or regional languages in the various mediums as per empanelment in DAVP at DAVP rates, which will suit the requirement of the IMU i.e. based on the purpose of the advertisement to ensure maximum outreach.
- 3.5.4 Seek approval for the Outdoor Campaign creatives and media plan from the User Section raising the request for Advertisement i.e. respective authority of IMU's Campus or Academic Section IMU-HQ/ PRO (i/c) IMU-HQ/ Admin Section IMU-HQ, etc.
- 3.5.5 To publish Outdoor Campaigning in English/ Hindi and/or regional languages in the selected mediums at DAVP approved rates as per approved media plan.
- 3.5.6 To adhere to the timeline of release and requirements of the IMU in respect of the Outdoor Campaigning for the specified mediums on the specified date(s)

3.6. Social Media Network-Campaign:

- 3.5.7 Social Media Network Campaigns i.e. WhatsApp Messaging, X Platform, Facebook, YouTube, etc. are also required to be carried out by the service provider as per rates quoted.
- 3.5.8 The Media content/creative is to be submitted as per IMU requirement for approval and necessary supportive documents to be

attached as proof for release of payment.

3.7. **Other Creatives (minimum of 6 creatives):**

- 3.7.1 The approximate requirement is **six creative of 625 Sq cm (A4 size)** in a year as per IMU's requirement. The service provider is required to make the creative for Brochure, Invitation, Book Wrapper, Coffee Table Book, Printer media advertisement, Web /Social media advt, Logo designing, etc. within 5 days of receipt of requirement.
- 3.7.2 The designing charges for creative will be paid on a pro-rata basis at per Sq cm rate as per requirement.
- 3.7.3 To do all related work such as spell check, grammar check, content proposal, flawless layout, artwork, etc. for the advertisement proposed to be released.
- 3.7.4 Seek approval for creatives from the User Section raising the request for creatives i.e. Academic Section IMU-HQ/ Finance Section/ PRO (i/c) IMU-HQ/ Admin Section IMU-HQ, etc.
- 3.7.5 Submit the approved creative to the User Section raising the request for creatives.

3.8. **MIS Reports:**

- 3.8.1 The Agency will be required to submit the Campaign Reports confirming the publication/ telecasting of Advertisement as per approval of IMU-HQ or IMU Campus to the User Section. Deviation along with reasons to be brought out.
- 3.8.2 To provide proof for Newspaper Advertisement – cutting of each newspaper, telecasting of TV Commercial – video recording for each advertisement with date and timestamp, Radio Jingle – Audio recording of the Radio Jingle with Date and time stamp, Digital Advertisement – number of impressions generated and the Click-Through-Ratio (CTR) for each website along with Invoice
- 3.8.3 To provide outcome of Campaign with credible and verifiable data.

3.9. **Allocation of Work:**

IMU-HQ or the respective Campus will issue release order for each work assigned to the Service Provider. Campuses will mark a copy to IMU-HQ. The timeline for the delivery for each instance will be laid down by the User Section raising the request for creative.

4 **Eligibility Criteria:**

- 4.1. The bidder should have mandatory qualification as per the following table. The proposal of the bidders who are fulfilling the mandatory qualification criteria shall be considered for further evaluation. The offer will be rejected if the Bidder does not fulfill any one of the mandatory qualification criteria.

Sl. No	Eligibility Criteria	Mode of Proof (Duly signed Scanned proofs to be enclosed)
4.1.1	<b>Desirable:</b> The Bidder should have full and continuous accreditation with the Indian Newspaper Society (INS) at least for the last 3 consecutive years since 2021	Self-attested Copy of accreditation letter issued by INS showing that the Bidder had continuous accreditation since 2021 or earlier.
4.1.2	The Bidder should have been in the panel of advertising agencies of at least for any two of the following: Central Government/ State Governments/ Union Territories/ Central or State Public Sector Undertakings/ Port Trusts/ Central or State Universities, IITs, NITs, IIMs, Research Institutes or equivalent Autonomous Organizations/ Public Sector Banks/ Public Limited Companies during the last 3 years i.e. 2020-21, 2021-22 & 2022-23	Self-attested copy of Empanelment Order/ Purchase Order/ Contract for proving that the bidder was in the panel of advertising agencies of at least two of the organization specified in the eligibility criteria. <b>Impact assessment report</b> duly certified from at least three Govt/PSU organizations on the advertisement activity carried out by the service provider may also be attached with the proof of supply order/contract.
4.1.3	The average Annual Turnover of the Bidder shall be at least Rs.1.5 Crore ( <b>1.5 Crore only</b> ) during the last three financial years i.e. 2020-21, 2021-22 & 2022-23	Certified and Audited profit & loss account and Balance sheet for last three years ending 31 <sup>st</sup> March, 2023 by the authorized Chartered Accountant.
4.1.4	The bidder should not have been debarred from any Authority as mentioned in point 2 of Eligibility Criteria for the past three years as on last date of submission of bids.	Self-attested certificate to that effect to be attached.
4.1.5	The bidder should possess a valid Trade License, PAN and GST/Sales Tax Registration Certificate and DAVP empanelment Certificate as on last date of submission of Bid.	Self-attested photo copy of said certificates to be attached.

4.1.6	The bidder should submit the Income Tax return for the last three FY ending 31 <sup>st</sup> March, 2023.	Self-attested photocopy of the Income Tax return certificates.
4.1.7	The average annual value of the advertisements (DAVP as well as non- DAVP) released through the Bidder during the financial years i.e. 2020-21, 2021-22 & 2022-23 shall be at least Rs. 75,00,00/- (Seventy Five Lakhs only).	Self-attested copies of Work Order/ Invoices /Proof of completion to substantiate this requirement with value of work to be submitted.
4.1.8	<b>Similar Experience:</b> the Bidder should have done at least two similar works for each field as mentioned in Scope of work from clause 3.1 to 3.7	The Bidder should submit self-attested copies of relevant Purchase Order / Work Order / Invoice Copies and should fill <b>Annexure-A-1 &amp; Annexure A-2</b>

- 4.2. With regard to the various proof/ supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it shall be IMU's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.
- 4.3. All the Mode of Proof Documents for meeting eligibility criteria enclosed with the tender are to be duly signed by the authorized signatory. If required, IMU may insist on notarized copy or ask to produce originals to ascertain the veracity of the documents. IMU also reserves the right to ask for more proof to corroborate the eligibility declarations.

## 5 **Bid Evaluation:**

- 5.1. The information furnished by the bidder in the prescribed Format supplied by the IMU- Headquarters will form the basis for the evaluation. In exceptional cases IMU- Headquarters or his representative reserves the right to obtain the clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the IMU- Headquarters, information and documents supplied in support of the tender do not indicate meeting the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the IMU- Headquarters.
- 5.2. The tender for providing Advertisement Service Agency should maintain the quoted discount on DAVP rate for the entire contract period on Annual Rate contract.
- 5.3. **As provided in the price bid format (Annexure-E & E1), the prospective bidders have to quote discounts on the DAVP rates**

**in the prescribed format as per Annexures and the bidder who quotes the lowest total cost as per Annexure-E1 will be awarded the work subject to other terms and conditions of Tender for Annual Rate Contract.**

**Note:**

- 5.3.1 The Service Provider may quote a discount over and above the base discount provided by DAVP.
- 5.3.2 Base rate should not be more than the DAVP rate, applicable on the date of release of advertisement. In case of DAVP covered advertisements, the gross invoice value shall not exceed the DAVP rate.
- 5.3.3 The discount rates quoted by bidders **OTHER THAN IN PERCENTAGE** will **NOT** be considered for evaluation.
- 5.4. In case of tie (or) more than one bidder has quoted the same discount on DAVP rates (in %), then the tie will be resolved in the following order:
  - 5.4.1 Bidder providing highest discount for Newspaper.
  - 5.4.2 Maximum experience in handling similar assignments for Govt. Education Institutions/ Universities/ Colleges, etc.
  - 5.4.3 Maximum years of experience in the Advertisement industry.
  - 5.4.4 Highest Annual Turnover.
  - 5.4.5 The discount on DAVP rates quoted will remain the same regardless of the increase/ decrease in the estimated value.
- 5.5. The expenditure towards various categories of Media Advertisement by IMU during FY 22-23, 23-24 & 24-25 is placed at **Annexure – G** for ready reference of the bidders and for quoting effective & reasonable discount

**6 General Terms and Conditions:**

**6.1. Execution of Agreement:**

The successful Bidder has to enter in to an agreement as per format Annexure – D with IMU incorporating all clauses of the Tender document and any other as may be agreed to by both the parties on a Non-Judicial Stamp Paper of Rs.200/-, within 3 days of receipt of Work Order.

**6.2. Period of Contract:**

Initially for a period of One year from the date of Award of contract and extendable on satisfactory performance, one year at a time for further period of FOUR years (1+3 year), subject to the bidder maintaining the quoted discount on DAVP rate throughout the 4-year period and satisfactory performance certified by the User Section to whom service was provided. In other words, the discount on DAVP rate quoted by the bidder should be valid for up to three years, regardless of the increase/ decrease in the estimated value, at the same terms and conditions mentioned in this tender at the sole discretion of IMU-HQ.

**6.3. Payment Terms:**



- 6.3.1 The contractor shall submit bills in respect of the services rendered, as per DAVP rates applicable on the date of release of advertisement, with the quoted discount, to either IMU HQ or for services rendered IMU Campuses to the respective Campus, as the case may be on a calendar month basis with daily and monthly reports (MIS) in the prepared format duly signed by the respective firm and subject to satisfactory completion of Work from the respective User Section of IMU HQ or Campus. The contractor must submit the supporting documents against each release order. The payment will be reimbursed within 30 days. Billing will be separate for IMU-HQ and its Campuses.
- 6.3.2 All invoices should be supported with the respective supplier invoice
- 6.3.3 TDS will be recovered at the prevailing rates from the bills payable to the Contractor.
- 6.3.4 No advance payment against ensuring up-keeping bills will be made under any circumstances.
- 6.3.5 Cost related to any additional translation charges shall be paid directly to the concerned agency as per DAVP rates.
- 6.3.6 The service provider shall be required edit or translate the digital videos in regional languages not specified in scope of work. The cost of editing and/ or Voice Over (in regional language) shall be borne by buyer as per DAVP rates.
- 6.3.7 Any travel related expense for shooting to be reimbursed on actual basis. Overheads including travel expenses for video production purpose, etc. will not be reimbursed.
- 6.3.8 Necessary supporting documents in proof of the claims to be enclosed with the invoice.
- 6.3.9 Invoice raised by the supplier must be in compliance with relevant GST acts, Rules & Notifications made there under and should bear the Address and GST No. of either IMU HQ or the Campus for whom services were rendered.
- 6.3.10 Tax Invoice raised by the Service Provider should bear the IMU – Head Quarters, Semmencherry, Sholinganallur PO, Chennai-600119, GST Registration No. 33AAAI2610K2Z3.
- 6.3.11 Invoice of publisher/advertiser on advertising agency (bidder or IMU) to be provided in proof of gross/net invoice value for the advertisements. IMU may ask the details/documents to know separate credit note or any other payment back to the agency by the advertiser w.r.t IMU's advertisements.
- 6.3.12 **Education discount , if any to be passed on to IMU.**

6.4. **Security Deposit:**

- 6.4.1 The Successful Service Provider shall be required to furnish Security Deposit for an amount of **5% of the value of the tender** within 3 working days from the date of entering into agreement in

the form of [Insurance Surety Bonds], Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial bank or online payment in an acceptable form. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.

6.4.2 Security Deposit will be refunded / returned without any interest only 90 days after successful completion of contractual work and after adjustment of dues if any to IMU or penalty imposed by IMU.

**6.5. Penalty Clause:**

6.5.1 Penalties shall be capped at 10% of estimated value of the tender.

6.5.2 If any SLA is breached beyond 3 instances in any billing period then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days.

6.5.3 The penalty will be levied as follows:

Service level agreement	Penalties for non-compliance
Submission of deliverables as per timelines given by the User Section	0.1% of the total cost of deliverable per day of delay.
Publication of incorrect content	5% of billing amount for the specified work.

6.5.4 In case any discrepancy/ breach is noticed by the University, the Service Provider will be debarred and appropriate fitting penalty/action in court of law including criminal proceedings shall be initiated by the University.

**6.6. Termination Clause:**

6.6.1 In the event of the breach of any of the provisions of contract by the Agency, IMU shall have the right to terminate the tender summarily, at any stage. In the event of IMU terminating the contract for breach by the Service Provider of any of the provisions thereof, the Service Provider shall be liable for any loss suffered by IMU up to the time of the termination of the contract. IMU shall also have the right to terminate the contract altogether (upon which the Security Deposit paid by the Vendor shall stand forfeited) and to entrust the remaining work to another Vendor.

6.6.2 In the event of the insolvency / bankruptcy of the Service Provider IMU shall have the right to terminate the contract summarily and to purchase in the open market any Goods / Services covered by the contract. In this case, the Service Provider shall be liable for any excess in the price paid, for any such purchases over the tender price.

6.7. **Indemnity:** The selected Bidder shall indemnify IMU from and against any costs, loss, damages, expense, claims including those from third

parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

6.7.1 Negligence or wrongful act or omission by the Selected Bidder or its team or any Agency/ Third Party in connection with or incidental to this Contract; or

6.7.2 Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this contract by the Selected Bidder, its Team or any Agency/ Third Party.

6.7.3 Bidder (the "Indemnifying Party") undertakes to indemnify the client (the "Indemnified Party") from and against all losses, claims for damages including losses, claims for damages on account of bodily injury, death or damage to tangible.

6.7.4 The indemnity shall be to the extent of 100% of project cost in favour of the IMU.

**6.8. Anti-Profiteering Rules of GST:**

The Bidder should strictly adhere to Anti-Profiteering Rules of GST.

**6.9. Settlement of Disputes:**

Bidder shall make request in writing to the Registrar, IMU- Headquarters for settlement of any dispute within 30 (Thirty) days of arising of the cause of dispute, failing which no disputes / claims shall be entertained by the IMU- Headquarters. The decision of IMU- Headquarters will be final and binding on the parties.

**6.10. Force Majeure:**

Neither IMU-HQ nor the contractor shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake, pandemic or because of any Government action or of any act of God or of any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations by a State of Force Majeure lasting continuously for a period of six months, the two parties shall consult with each other regarding the future implementation of the agreement.

**6.11. Arbitration & Jurisdiction:**

In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or anyway relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavour to resolve such differences, disputes, claims or questions by mutual discussion and failing such settlement, the same shall be referred to IIAC (India International Arbitration

Council) for arbitration. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 or re-enactment thereof for the time being in force. In case the Arbitration award is not acceptable to either of the parties, they may approach courts having jurisdiction at Chennai only.

**6.12. Applicable Law:**

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction of Chennai Courts only.

**6.13. Integrity Pact:**

The Integrity Pact would also be form the part of the Contract. The Integrity Pact Agreement as per format attached as **Annexure -'F'** is also required to be furnished by the bidders along with the technical bid. The details of the Independent External Monitors (IEM) appointed by IMU is mentioned below for references.

**(Refers to Tender No IMU-HQ/R/70/17/3/2023-PUR dated 26.07.2024)**

**Cover Letter Format (In Letter Head)  
(To be filled & duly signed)**

Tenderers particulars for **Tender No IMU-HQ/R/70/17/03/2023-PUR dated 26.07.2024**

To  
The Registrar  
Indian Maritime University, Headquarters,  
East Coast Road, Semmencherry, Sholinganallur PO,  
Chennai-600 119.

Sir,

We are a -----  
-----  
-----

. [Introduce your company and its activities with particular reference to your experience with relevance to the subject Tender. Also furnish particulars of your registration with various statutory Tax Authorities. *Not more than 200 words*].

- 2) We hereby submit our Bid for advertisements in Newspapers/ Television/ Radio/ Website on DAVP empaneled Newspapers or Channels or websites respectively at DAVP rates, based on IMU's requirements; for a period of One year from the date of issue of Work Order, extendable on satisfactory performance, One year at a time up to a maximum of 3 years, at the same quoted price.
- 3) We have enclosed the Earnest Money Deposit (EMD) as per Tender Document along with other documents as per checklist given below:

<input type="checkbox"/>	All Pages are numbered.
<input type="checkbox"/>	Page number of Supporting Document has been referred correctly in Annexure – A and B.
<input type="checkbox"/>	All pages are signed by Authorized signatory.

- 4) We have read and understood and hereby agree to all the terms and conditions stipulated by IMU in this tender the tender evaluation method, the Deliverables under the Project, the Time Line for delivery, Payment Terms, etc.
- 5) We certify that all the particulars furnished in our Bid are true and correct and based on documentary evidence and as per prescribed format. We understand that if any of the particulars is found to be false or misleading, IMU has the right to summarily reject our bid at any stage.

- 6) We, hereby state and understand that if we withdraw/modify our bid during the period of validity of the tender, the IMU administration would suspend the Bidder from participation in any future tenders of IMU for a period of 6 months
- 7) In the event of our Firm being awarded the work, and understanding the urgency involved, we undertake to remit the Security Deposit and execute the Contract with IMU within 3 (three) working days from the date of issue of the Purchase Order failing which the Purchase Order may be cancelled.
- 8) Our Price Bid is submitted as per the prescribed format and the price quoted shall be firm till the execution of the entire contract.
- 9) We shall work closely with IMU and keep IMU posted at every stage about the progress made, and handover the entire data to IMU on conclusion of the project at every stage.

We shall render all assistance to IMU to make the projects a success including provision of consulting, training and manpower support to the Registrar, IMU or any other designated officer in IMU.

Yours Sincerely

Signature of Authorised Signatory with Company Seal

**Technical Bid – Minimum Eligibility Criteria**

**[To be submitted in Separate Envelope with title as given above. Bids which satisfy ALL the clauses given below, their bids alone will be taken up for Financial Bid Evaluation]**

Sl. No	Eligibility Criteria	Complied (Y/N)	Page number for the supporting Document in the Bid
1.	<p><b>Desirable:</b> The Bidder should have full and continuous accreditation with the Indian Newspaper Society (INS) for at least the last 3 consecutive years since 2021.</p> <p><b>Mode of Proof:</b> Self-attested Copy of accreditation letter issued by INS showing that the Bidder had continuous accreditation since 2021 or earlier.</p>		
2.	<p>The Bidder should have been in the panel of advertising agencies of at least any two of the following: Central Government/ State Governments/ Union Territories/ Central or State Public Sector Undertakings/ Port Trusts/ Central or State Universities, IITs, NITs, IIMs, Research Institutes or equivalent Autonomous Organizations/ Public Sector Banks/ Public Limited Companies during the last 3 years i.e. 2020-21, 2021-22 &amp; 2022-23 with <b>Impact Assessment Report</b> duly certified from at least three Govt/PSU organizations</p> <p><b>Mode of Proof:</b> Self-attested Copy of Empanelment Order/ Purchase Order/ Contract for proving that the bidder was in the panel of advertising agencies of at least two of the organization specified for the above.</p>		
3.	<p>The average Annual Turnover of the Bidder shall be at least Rs.1.50 Crore (1 Crore Fifty lakhs only) during the last Three Financial years i.e. 2020-21, 2021-22 &amp; 2022-23</p> <p><b>Mode of Proof:</b> Certified and Audited profit &amp; loss</p>		

	account and Balance sheet for last Three years ending 31 <sup>st</sup> March, 2023 by the authorized Chartered Accountant.		
4.	The bidder should not have been debarred from any Authority as mentioned in point 2 of Eligibility Criteria for the past Three years up to the closing date of submission of bids. <b>Mode of Proof:</b> Self-attested certificate to that effect.		
5.	The bidder should possess a valid Trade License, PAN and GST/Sales Tax Registration Certificate and DAVP empanelment Certificate as on last date of submission of Bid. <b>Mode of Proof:</b> Self-attested photo copy of said certificates.		
6.	The bidder should submit the Income Tax return for the last Three previous Years ending 31 <sup>st</sup> March, 2023. <b>Mode of Proof:</b> Self-attested photocopy of the Income Tax return certificates.		
7.	The average annual value of the advertisements (DAVP as well as non- DAVP) released through the Bidder during the financial years i.e. 2020-21, 2021-22 & 2022-23 shall be at least Rs. 75,00,000/- (Seventy Five Lakhs only).  <b>Mode of Proof:</b> Self-attested copies of Work Order/ Invoices to substantiate this requirement.		
8.	<b>Similar Experience:</b> The Bidder should have done at least two similar works for each field as mentioned in Scope of work from clause 3.1 to 3.7 <b>Mode of Proof:</b> The Bidder should submit self-attested copies of relevant Purchase Order / Work Order / Invoice Copies and should fill <b>Annexure-A-1 &amp; Annexure -A-2</b>		

#### **Declaration**

We certify that all the particulars furnished above under Annexure-A are true and correct and based on documentary evidence, and that we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and our company is liable to be blacklisted/debarred by IMU for at least 3 years.

Date:

*Signature with Seal of Authorised Signatory*

Place:



**ANNEXURE – A-1****(Refers to the Tender No. IMU-HQ/R/70/17/03/2023-PUR dated 26.07.2024)****Proof of Similar Work**

Sl. No.	Advertisement Media	Proof Format	Proof 1		Proof 2	
			(Name of the Institution, Copy of WO )	Proof	(Name of the Institution, Copy of WO )	Proof
1.	Newspaper Advertisement	[Newspaper Cutting]		Copy to be attached to this document.		Copy to be attached to this document.
2.	Advertisement for TV Commercials	[Link for Commercials]		URL to the Commercial to be provided here.		URL to the Commercial to be provided here.
3	Advertisement for Radio Jingles	[Link/ Mp4 Copy of Radio Jingles]		URL to the Radio Jingle to be provided here.		URL to the Radio Jingle to be provided here.
4	Website advertisements	[Links]		URL to the website to be provided here.		URL to the website to be provided here.
5	Outdoor Campaigns	[PDF Copies]		Copy to be attached to this document.		Copy to be attached to this document.
6	Social Media Network-Campaign	[Links]		URL to the website or copy to be attached to this document.		URL to the website or copy to be attached to this document.
7	Other Creatives	[Link/ PDF/ MP4, etc. ]		URL to the website or copy to be attached to this document.		URL to the website or copy to be attached to this document.
8	Impact Assessment Report			From any three Govt/PSU		From any three Govt/PSU

Signature of Authorized Signatory and seal:

**Tender No. IMU-HQ/R/70/17/3/2023-PUR Dt. 26.07.2024**

Page 25

**ANNEXURE – A-2**  
**(Refers to the Tender No IMU-HQ/R/70/17/3/2023-PUR dated 26.07.2024)**

<b><u>Similar Experience in Multimedia Creatives, Marketing and Advertising</u></b> <b>(to be compulsorily filled &amp; duly signed)</b>					
<b>S. No.</b>	<b>Name of the Institute</b>	<b>Type of Institution</b> (IIT/ IIM/ NIT/ Central University/ State/Govt. Institutions/ PSUs/ Private or Deemed University/ Educational Institutions	<b>WO Date</b>	<b>Dt. Of Completion</b>	<b>Page number for the supporting Document in the Bid</b>
<b><u>**.- The Work Order/Work Completion Certificate/End-User Certificate should clearly indicate this number.</u></b>					
<b><u>Note:</u></b> If the Bids are received without proper tabulation or required data as per specified format/forms, in such case it will be IMU's prerogative to whether to consider such bids for further evaluation or not. IMU shall not be liable to provide explanation for disqualifications in case of such bid(s).					

Signature of Authorized Signatory and seal:

**ANNEXURE – B**

**(Refers to the Tender No IMU-HQ/R/70/17/03/2023-PUR dated 26.07.2024)**

**Details Regarding Annual Turnover  
(To be filled & duly signed)**

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Annual Turnover In Rupees</b>
<b>1</b>	<b>2020-21</b>	
<b>2</b>	<b>2021-22</b>	
<b>3</b>	<b>2022-23</b>	

**Mode of Proof:** Audited Profit & Loss Account and Balance Sheet for last three Financial years ending 31<sup>st</sup> March, 2023. It should be duly attested by the Bidder's Chartered Accountant.

**Place:**

**Date :**      **Signature of the Tenderer with seal**

**(Refers to the Tender No IMU-HQ/R/70/17/3/2023-PUR dated 26.07.2024)**

**Declaration Regarding Non – Debarring**

(On company Letter Head)

**(To be filled & duly signed)**

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

To  
The Registrar,  
Indian Maritime University,  
Headquarters, Semmencherry, Sholinganallur PO,  
East Coast Road, Chennai – 600 119

**Sub.: Declaration regarding debarring for taking part in tender.**

Dear Sir,

I / We \_\_\_\_\_ Firm/ Contractor/ Manufacturer / Partner(s)/  
Authorized Distributor /agent of M/s. \_\_\_\_\_ hereby  
declare that the firm/ company namely M/s. \_\_\_\_\_ has  
not been debarred in the past by Union / State Government/DAVP or organization from  
taking part in similar Government tenders in India.

Or

I / We \_\_\_\_\_ Firm/ Contractor/ Manufacture / Partner(s)/  
Authorized Distributor / agent of M/s. \_\_\_\_\_ hereby  
declare that the Firm/ company namely M/s. \_\_\_\_\_ was  
debarred by Union / State Government/DAVP or any Organization from taking part in  
similar Government tenders for a period of \_\_\_\_\_ years w.e.f.  
\_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the  
firm/company is entitled to take part in Government tenders.

2. In case the above information found false I/we are fully aware that the tender/  
contract will be rejected/cancelled by the Indian Maritime University, Headquarters, and  
Performance Security shall be forfeited.

3. In addition to the above, Indian Maritime University, Headquarters shall not be  
responsible to pay the bills for any completed / partially completed work.

[Name & Signature with seal]

for and on behalf of M/s. \_\_\_\_\_

**FORMAT OF AGREEMENT**

(To be submitted on stamp paper of Rs.200/- by the successful Bidder)

**(To be duly Filled & Signed copy)**

IT IS THIS \_\_\_\_\_ day of \_\_\_\_\_ 2022 MUTUALLY AGREED between the IMU, HQ, hereinafter referred to as "the Employer" (which expression shall mean and include their assigns and successors) on the one part AND M/s \_\_\_\_\_ company/ incorporated under the companies Act, 1956..... having its Registered office at ..... herein after referred to as "the Contractor" (which expression shall mean and include their permitted assigns and successors) on the other part: WHEREAS the Employer is desirous that certain Goods and Services should be provided and certain Works be executed as per tender documents hereinafter called "The Works" and has accepted a Tender by the Contractor for the execution, completion and guarantee of such works.

**NOW THIS AGREEMENT WITNESSES as follows:-**

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.,
  - a) Technical and Financial bids
  - b) Instructions to the Bidders
  - c) Terms and Conditions of contract
  - d) The work specified in the tender documents
  - e) The Annexures
  - f) The Work Order
2. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and guarantee the Works in conformity in all respects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and guarantee of the works the contract price at the times and in the manner prescribed by the Contract.
4. The contract shall be governed by all the conditions as described in the terms and conditions of contract, work mentioned in the tender documents and any other conditions given in the tender documents.
5. This agreement shall be governed by the laws of India and shall be subject to the Jurisdiction of the Courts in Chennai only.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED AND DELIVERED

**On behalf of the Contractor**

Signature  
Name  
Address

**Official Seal**

Place  
Date

On behalf of the Contractor

**On behalf of Employer**

Signature  
Name  
Address

**Official Seal**

Place  
Date

On behalf of the Employer

**Witness:**

i) Signature

Name:  
Address:  
Place  
Date

ii) Signature

Name:  
Address:  
Place  
Date

**Witness:**

i) Signature

Name:  
Address:  
Place:  
Date:

ii) Signature

Name:  
Address:  
Place:  
Date:

**Price Bid**  
**(Price Bids must be kept in separate Sealed Cover)**

*[Price Bid must be submitted on the Letter Head of the Bidder and to be put in a separate sealed cover. If Price Bid is found enclosed in the same envelope as the Technical, **the complete bid will be rejected.**]*

Reference: **Tender No IMU-HQ/R/70/17/03/2023-PUR dated 11.07.2024**

From: **Name & Address of the Bidder**  
 To

**The Registrar,  
 Indian Maritime University,  
 East Coast Road,  
 Semmencherry,  
 Sholinganallur (PO),  
 Chennai – 600119.**

Dear Sir,

We hereby submit our Price Bid given below for the advertisements in Newspapers/ Television/ Radio/ Website on DAVP empaneled Newspapers or Channels or websites respectively, based on IMU's requirements; applicable on DAVP rates; which will be valid for a period of One year from the date of issue of Work Order, which can be extendable on satisfactory performance, one year at a time up to a maximum of 3 years, at the discounts quoted below:

Sl. No.	Advertisement Media	Discount in percentage % on DAVP rate/in case of non davn rates discount on gross invoice value of supplies (in percentage)
1.	Newspaper Advertisement	%
2	TV (Telecasting for 15000 FCT)	%
3	TV (Audio Video creation upto 60 seconds)	%
4	RADIO (Creative upto 30 seconds without composition of music)	%
5	Advertisement for Radio (Broadcasting- for 3000 FCT)	%
6	Website advertisements (Enewspapers)	%
7	Outdoor Campaigning (Out of home advertising)	%
8	SOCIAL MEDIA (creation and Dissemination of 70,000 WhatsApp messages ) (Non DAVP)	%
9	SOCIAL MEDIA (Youtube Ads/ Google Ads) (Non DAVP)	%
10	Other Creatives (A4 size 625Sq cm multi-color)	%

11	Other Creatives (for artwork only upto 400 sq. cm size)	%
<b>TOTAL DISCOUNT (in percentage) to be quoted</b>		<b>%</b>

**Undertaking: We understand that:**

- a. Base rate for billing should not be more than the DAVP rate applicable on the date of release of advertisement.
- b. This Price Bid format has to be attached in the above given format, failing which the bid is liable to be rejected.
- c. For non DAVP categories as mentioned in sl. No. 8 and 9 bidders can quote agency charges if applicable
- d. The estimated quantum given in the price bid is for the limited purpose of evaluation and may vary the proportion of different advertisements and in such scenario the rates of discounts quoted by the bidder given should remain firm.

**Signed by Authorized Signatory with date and seal of SP**



**Price Bid Format – Annexure E-1**

Sl. No.	MEDIA CATEGORY	Estimated cost of Release order	Discount Percentage (%) on DAVP rate	Agency charges in Percentage (%) on Non-DAVP rates	Net Amount	GST Percentage	Bill Amount
1	PRINT	1,10,00,000					
2	TV (Telecasting for 15000 FCT)	12,00,000					
3	TV (Audio Video creation upto 60 seconds)	3,50,000					
4	RADIO (Creative upto 30 seconds without composition of music)	10,000					
5	RADIO (Broadcasting for 3000 FCT)	5,00,000					
6	WEBSITE (E-Newspapers)	15,00,000					
7	OUTDOOR Campaign (Out of home advertising)	18,00,000					

8	<b>*SOCIAL MEDIA</b> (creation and Dissemination of 75000 WhatsApp messages ) (Non DAVP)	40,000							
9	<b>*SOCIAL MEDIA</b> (Youtube Ads/ Google Ads) (Non DAVP)	25,00,000							
10	<b>OTHER CREATIVE</b> (for creative of 625 sq. cm. size)	20,000							
11	<b>OTHER CREATIVE</b> (FOR ART WORK) UPTO 400 Sq. cm. size	3000							
	<b>TOTAL</b>	<b>18923000</b>							

\*For non DAVP categories as mentioned in sl. No. 8 and 9 bidders can quote agency charges if applicable / discount on gross invoice value of supplies.

**Note :**

- a) The estimated mount of release order is based on the total expenditure (ROUND OFF) incurred by IMU towards various heads of Media during previous and current financial years. This is tentative and may increase or decrease based on requirement of IMU
- b) Estimated cost is merely for arriving at the L-1 vendor.
- c) The estimated cost may vary depending on the requirement of User Section. IMU may publish advertisement against each head based on its requirements. The Service Provider cannot demand work against each head. The total cost also may vary & the sole discretion is of IMU in deciding the total order value.
- d) The Base Index Discount percentage for Newspaper advertisements will be 15% on the DAVP rate. The Service Provider may quote a discount over and above the discount provided by DAVP i.e. 15%, for newspaper advertisement.
- e) The discount percentage quoted against each head will remain same during the contract period or extension if any. IMU will issue release orders based on quoted discount percentage on davp rate.
- f) Bidders are required to quote discount on DAVP rates for sl. No. 1 to 7 & sl. No. 10 & 11.
- g) The estimated quantum given in the price bid is for the limited purpose of evaluation and may vary the proportion of different advertisements and in such scenario the rates of discounts quoted by the bidder given should remain firm.

**PRE-CONTRACT INTEGRITY PACT**

PRE-CONTRACT INTEGRITY PACT BETWEEN INDIAN MARITIME UNIVERSITY, a Central University, under the Government of India, AND \_\_\_\_\_

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the \_\_\_\_ (Month and Year) between, on one hand, the [Registrar/Campus Director] of Indian Maritime University, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assignees) of the First Part and M/S \_\_\_\_\_ represented by Shri \_\_\_\_\_, (Designation) (hereinafter called the "BIDDER/ Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (**name of the Stores/ Equipment/ Item/Service**) and the BIDDER/Seller is willing to offer/has offered the stores/Service and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central University, under the Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

### **1. Commitments of the BUYER**

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **3. Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

**4. Previous Transgression**

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**5. Earnest Money (Security Deposit)**

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ as specified in the RFP as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of \_\_\_\_\_
  - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument, as stated in RFP.
- 5.2. The Earnest Money/ Security Deposit shall be valid till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

**6. Sanctions for Violations**

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Indian Maritime University for a minimum period of Five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

6.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However,



the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors**

- 8.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with the Central Vigilance Commission.
- 8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the Vice Chancellor, Indian Maritime University, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### 10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER

#### 11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### 12. Validity

- 12.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_

#### BUYER

**Name of the Officer:**

[Registrar/ Campus Director]

Indian Maritime University

#### BIDDER

**Name of the Officer:**

Chief Executive Officer or equivalent.

#### Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

#### Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

\*Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian Agents or Foreign Suppliers.

**ANNEXURE - G**

ACTUAL EXPENDITURE INCURRED TOWARDS ADVERTISEMENT BY IMU				
SL. NO.	MEDIA CATEGORY	FY 22-23	FY 23-24	FY 24-25 (AS ON 27.06.2024)
1	PRINT	8487613	11267496	8122616
2	TV (AV Production & Broadcasting)	850000	2000000	1739942
3	RADIO (Audio Production & Broadcasting)	49383	3523128	110448
4	WEBSITE (E-Newspapers)	0	1592841	1300000
5	OUTDOOR (Out of home Advertising)	898000	1892657	390467
6	SOCIAL MEDIA (WhatsApp messaging, YouTube, Google Display/ads, etc)	840000	886797	2504280
7	OTHER CREATIVE	40000	25000	0
	TOTAL	1,11,64,996	2,11,87,919	1,41,67,753