



भारतीय प्रौद्योगिकी संस्थान कानपुर  
संस्थान निर्माण विभाग, केन्द्रीय कार्यालय,  
निविदा सूचना

अधीक्षण अभियंता, संस्थान निर्माण विभाग संस्थान के संचालक मण्डल की ओर से निम्नलिखित कार्य हेतु अनुभवी व निपुण प्रदाताओं के सूचीबद्ध हेतु मुहरबन्द निविदायें आमंत्रित की जाती हैं।

क्रम संख्या	कार्य का नाम	अनुमानित लागत (लगभग)
1	निविदा विज्ञापन का कार्य	रु 25 लाख (प्रतिवर्ष)

विस्तृत निविदा सूचना एवं उससे संबंधित समस्त सूचनाएं वेब साईट [www.tenderhome.com](http://www.tenderhome.com) एवं संस्थान की वेब साईट [www.iitk.ac.in/iwd/tenderhall.htm](http://www.iitk.ac.in/iwd/tenderhall.htm) पर भी उपलब्ध है।

निविदा प्रस्तुत करने की अन्तिम तिथि 23 | 03 | 2020 को 5:00 बजे तक है।

सं.नि.वि./के.का./2019-20/829 दिनांक: 09 | 03 | 2020

अधीक्षण अभियंता

कृपया निम्न में प्रकाशित करें।

दैनिक जागरण (हिन्दी) कानपुर एवं लखनऊ संस्करण

**INDIAN INSTITUTE OF TECHNOLOGY, KANPUR  
INSTITUTE WORKS DEPARTMENT  
NOTIC INVITING TENDER**

Superintending Engineer on behalf of BOG, IIT Kanpur invites sealed tenders from the reputed service providers for empanelment of the following work.

<b>S</b>	<b>Name of work</b>	<b>Estimated cost (per annum)</b>
1	Advertisement Services	25 Lacs (approx.)

Detailed tender notification at IITK website i.e. [www.iitk.ac.in/iwd/tenderhall.htm](http://www.iitk.ac.in/iwd/tenderhall.htm) & [www.tenderhome.com](http://www.tenderhome.com). Last date of submission of tender 23.03.2020 upto 1700 hrs.

N0. IWD/CO/2019-20/ 829 Dated: 09.03.2020

Superintending Engineer



**INDIAN INSTITUTE OF TECHNOLOGY KANPUR  
INSTITUTE WORKS DEPARTMENT**

**Name of Tender:** “Empanelment of Advertising Agencies for release of advertisements in the News Papers for publication of tenders of IWD, Indian Institute of Technology Kanpur - 208016.

**CONTENTS**

<b>Section</b>	<b>Description</b>	<b>Page Numbers</b>
I	Notice Inviting Tender	01-07
II	Instructions to Tenderers	08-10
III	Terms and Conditions	11-14
IV	Tender Schedule- Price Bid	15-16
V	Agreement	17-19

FDR/ Bankers' Cheque / Demand draft No. \_\_\_\_\_ dated. \_\_\_\_\_ for Rs. 50,000/- (Rupees Fifty Thousand Only) in favour of the Director, Indian Institute of Technology, Kanpur drawn on \_\_\_\_\_ towards EMD is enclosed.

Signature of the Tenderer  
Name & Address

## SECTION-I

### NOTICE INVITING TENDER

#### **Empanelment of Advertising Agencies for release of Advertisement in the News Papers.**

Sealed tenders (Price-Bid) are invited from advertising agencies having accreditation with Indian Newspaper Society for empanelment of advertising agencies for release of advertisements in News Papers for tenders of IWD at Indian Institute of Technology, Kanpur. The agencies should have minimum five years experience for providing such facilities to Government Departments/ Autonomous Agencies/ Public Sector Undertakings and should have annual turnover of Rs.50 lakhs continuously for last 3 years. The Agency should have GST Registration No. Tender documents along with Price Bid can be downloaded from [www.iitk.ac.in/iwd/tenderhall.htm](http://www.iitk.ac.in/iwd/tenderhall.htm) & [www.tenderhome.com](http://www.tenderhome.com) and submitted to the Superintending Engineer, Central Office, IWD, Indian Institute of Technology, Kanpur -208016.

Period for downloading tender document	<b>11.03.2020 to 22.03.2020</b>
Last date and time for submission of Tenders	<b>23.03.2020 (Upto 17.00 hrs.)</b>
Date and time of tender opening	<b>At 15.30 Hours on 24.03.2020</b>
Earnest Money Deposit (EMD) to be submitted along with the tender	Rs. 50,000/- in the form of FDR/ Bankers' Cheque / Demand draft from any nationalized bank drawn in favour of The Director, Indian Institute of Technology, Kanpur
Qualifying/Eligibility Criteria of the tenderer.  ( Attach proof for all criteria)	<ol style="list-style-type: none"><li>1. Should have at least Five years experience as advertising agency to various Government organizations, public sector undertakings, autonomous bodies, etc.</li><li>2. GST Registration No.</li><li>3. Turnover of Rs. 50 Lakhs in last 3 Financial Years.</li><li>4. INS Accreditations</li></ol>

#### **1.0 INTRODUCTION**

- 1.1 Indian Institute of Technology Kanpur (hereinafter referred to as IITK) invites sealed tenders from interested and eligible advertising Agencies "for empanelment of advertising agencies for release of advertisements in News Papers for tenders of IWD at Indian Institute of Technology Kanpur"

- 1.2 Tenderers are requested to carefully go through the provisions of this tender Document (non-transferable) and are advised to submit the offer strictly as per the instructions, terms & conditions specified therein.
- 1.3 The tentative annual business volume on account of booking of advertising likely to be approx 25 lakhs (including taxes & duties) per year. This is only an indicative figure without any commitment, which may vary depending upon advertising requirements of IITK.
- 1.4 Interested tenderers may obtain further information from the Executive Engineer-I, IWD, IIT Kanpur, E-mail: [rakeshkv@iitk.ac.in](mailto:rakeshkv@iitk.ac.in)

## **2.0 DOWNLOADING TENDER DOCUMENT**

- 2.1 Detailed Tender Documents covering eligibility requirements, Terms & conditions may be downloaded by interested and eligible Advertising Agencies during the period from **11.03.2020 to 22.03.2020** from IITK Website [www.iitk.ac.in/iwd/tenderhall.htm](http://www.iitk.ac.in/iwd/tenderhall.htm), [www.tenderhome.com](http://www.tenderhome.com).
- 2.2 It shall be responsibility of the person submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed and no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions/formats, the persons concerned may seek clarification from the Executive Engineer-I, IWD, IIT Kanpur, E-mail: [rakeshkv@iitk.ac.in](mailto:rakeshkv@iitk.ac.in). In case of any tampering/unauthorized alteration is noticed in the tender document/form, the said tender shall be summarily rejected and IITK shall have no liability, whatsoever on the matter. However, deviation if any, proposed by the IITK may be indicated separately for acceptance or otherwise of IITK. Such proposed deviation will not be treated as tampering for the purpose of this clause.

## **3.0 LAST DATE & TIME OF SUBMISSION OF TENDER**

- 3.1 The last date & time of submission of tender shall be **23.03.2020 (Upto 17.00 hrs.)**.

## **4.0 EARNEST MONEY**

- 4.1 The Tender must be accompanied by Earnest Money of Rs. 50,000.00 (Rupees Fifty Thousand Only). The EMD should be in the form of FDR/ Bankers' Cheque / Demand draft from any nationalized bank drawn in favour of the Director, Indian Institute of Technology Kanpur payable at Kanpur. Earnest Money in the form of cheque will not be accepted. The Earnest Money shall be kept deposited till the validity of the tender. No request for adjustment of earlier dues in place of Earnest Money will be entertained. The Earnest Money shall be

refunded to the unsuccessful Tenderer after finalization of tender, without any interest. The Earnest Money of the successful Tenderer shall be retained and converted towards the security deposit.

4.2 The Earnest Money shall be forfeited if :

- 4.2.1 The tender is revoked during its validity period.
- 4.2.2 Prices are increased unilaterally by the Tenderer after the tender opening and during validity period of the tender,
- 4.2.3 IITK accepts the Tenderer's proposal and the Tenderer refuses to execute the order after the order placement.

## **5.0 RECEIPT AND OPENING OF TENDER**

- 5.1 Tenderer's offer shall be prepared and submitted in sealed envelope with the note "**Empanelment of Advertising Agencies**" written prominently thereon. The full name, postal address, telephone no./fax no./e-mail address of the Tenderer shall be written on the bottom left corner of the sealed envelopes. Tender will be received at the office of "**The Superintending Engineer, Central Office, IWD, Indian Institute of Technology, Kanpur**".
- 5.2 The Tenderer has the option of sending the tender by Registered Post/ Courier service or submitting the tender in person to be dropped in the Tender Box kept in the office of the **Superintending Engineer**, so as to reach on or before the date & time set out for the same.
- 5.3 IITK will not be responsible for any delay in the receipt of tender submitted by the Tenderer. If tender is received beyond the last date and time of submission of tender, such tender shall be rejected.
- 5.4 The Tender will consist of one part **Part-1 Price Bid**. Copies of documents in support of Experience/credentials are to be kept in one envelope and EMD is to be kept in separate envelope.
- 5.5 Tenders shall be opened at IITK in presence of Tenderers as may be present. IITK reserves the right to change the date of tender opening. Tenders without earnest money deposit shall be rejected. Tenderers who did not fulfill the "**QUALIFYING ELIGIBILITY CRITERIA**" laid down in the Tender Document will not be considered further.

## **6.0 PRICE EVALUATION CRITERIA**

- 6.1 The Agency will be selected based on the basis of net amount quoted as per the Proforma of Price Bid.
  
- 6.2 The Director, IITK reserves the right to withdraw from the tendering process or part thereof, accept or reject any or all tenders in full or in part at any stage of the process and / or to modify the process or any part thereof or to vary the tender conditions at any time without assigning any reasons whatsoever. No financial obligations shall accrue to the Director, IITK in such an event.

**Superintending Engineer**

## SECTION II

### INSTRUCTIONS TO TENDERERS

#### 7.0 ELIGIBILITY CRITERIA FOR TENDERERS

- 7.1 Applicant should be a reputed advertising agency having accreditation with Indian Newspaper Society.
- 7.2 The agency should be in the field of Advertising for minimum last 5 years.
- 7.3 The agency should have annual turnover of 50 Lakhs continuously in last 3 years.
- 7.4 Proficiency in translation and proof reading of advertisements in English to Hindi.
- 7.5 Agency should be in the empanelment list of minimum one of the Government Institutes/Autonomous Bodies.
- 7.6 The Agency applying for empanelment should not have been blacklisted by any organization at any point of time.
- 7.7 The Agency should have valid GST No.

#### 8.0 SUBMISSION OF TENDER

- 8.1 All the pages of this tender document must be signed and stamped by the tenderer as proof that the terms and conditions of this tender is accepted by the agency.
- 8.2 The Tenderers are advised to submit the tender strictly based on the terms and conditions contained in the tender document including amendments, if any, issued by IITK prior to submission of tender. For amendment with financial implications, if any, issued by IITK after submission of tender, the Tenderers shall be entitled to amend their prices.
- 8.3 Insertion, postscript, addition and alteration in rates/charges/discounts/rebate shall not be recognized unless confirmed by the Tenderer's signature.
- 8.4 **The tender** shall be prepared and submitted with all attachments / enclosures. Price Bid is to be dully filled in as per the Price Bid Format enclosed. Price bid should not contain any terms and conditions / reservations / notes other than the discount offered to be quoted in percentage.
- 8.5 **Part-I Price Bid** shall contain the following documents.
  1. Tender document signed and stamped in all pages by authorized signatory of the Agency.
  2. Price-Bid duly signed
  3. Proof of accreditation with Indian Newspaper Society and experience as



empanelled agency for Government Institutes/Autonomous bodies for 5 years.

4. **The quoted rates shall remain valid throughout the financial years and no. request for increase in rates shall be entertained.**
5. The agencies shall have to quote the card rates of newspaper & discount offered on above rates & net rates to be quoted.
6. Annual turnover of Rs.50 Lakhs continuously for last 3 years.
7. GST Registration No. which shall be paid extra over the net quoted rates.
8. Any other information the Tenderer wishes to furnish.

#### **9.0 LANGUAGE**

The tender shall be submitted in English language.

#### **10.0 NO CLAIM / COMPENSATION FOR SUBMISSION OF TENDER**

The Tenderer whose tender is not accepted shall not be entitled to claim any costs, charges and expenses incidental to or incurred by him through or in connection with his submission of tender or its consideration by IITK, even though IITK may elect to modify / withdraw the Invitation to Tender or does not accept the tender.

#### **11.0 VALIDITY OF TENDER**

The tender and charges quoted shall remain valid for a period of 90 days from the last date of opening of tender.

#### **12.0 CORRESPONDENCE**

All correspondence / documents in connection with the tender shall be submitted to the Superintending Engineer, Central Office, IWD, Indian Institute of Technology, Kanpur -208016.

#### **13.0 TENDER REJECTION**

- 13.1 Tender that is received after the schedule time and date of submission shall not be considered for opening.
- 13.2 Tender that is received without prescribed earnest money shall not be considered.
- 13.3 Tender submitted by a Tenderer not fulfilling the specified Eligibility / Qualifying Criteria.
- 13.4 IITK reserves the right to reject a tender if it deviates materially from the conditions mentioned in the Tender Document and if tenders are conditional.

#### **14.0 COMPLIANCE OF LAW**

The Tenderer must declare whether the Proprietor / Partner / Director of the firm have any relation with any employee working in IITK. If so, the details and relationship thereof must be furnished.

#### **15.0 ACCEPTANCE OF TENDER**

Acceptance of Tender will be intimated to the successful Tenderer through a firm and binding Work Order.

#### **16.0 GENERAL**

- 16.1 The successful Tenderer shall make his own arrangements for the services as specified in the Tender Document.
- 16.2 If at any point of time, it is found by IITK, that the Tenderer has furnished false information, IITK may reject the tender/contract.
- 16.3 The Tenderer may download the Tender Document from Website mentioned in Invitation to Tender. In case of any discrepancy, the hard copy of the Tender Document shall prevail.

## SECTION –III

### 17.0 TERMS & CONDITIONS

- 17.1 Agency will be empanelled for **1 (one) year**, however this period can be extended at the discretion of IITK. There shall be an option to renew the empanelment for a further period of **2 (two) years** based on satisfactory performance and with the existing Terms and conditions. The same discount shall have to be offered by the agency over the card rates for **2<sup>nd</sup> and 3<sup>rd</sup> year** also.
- 17.2 IITK will have right to drop any agency from the empanelled list without assigning any reason whatsoever. IITK has also reserves the right to modify the term and conditions for empanelled agencies.
- 17.3 The empanelled advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to IITK's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. IITK reserves the right to impose penalty in case of any violation of the above.
- 17.4 The agency should be able to execute order at short notices and even on holidays.
- 17.5 Applications received after due date & time or without necessary documents will be rejected.
- 17.6 IITK reserves the right for rejection of any/all applications or have empanelment done otherwise without assigning any reason whatsoever. All decisions taken by the IITK would be final and no further representation in this regard will be entertained.
- 17.7 IITK also reserves the right to employ any outside agency for carrying out big-ticket campaigns/ brand building exercise/major advertisements.

### 18.0 DURATION OF CONTRACT PERIOD

The empanelment of selected agencies shall be for a period of **one year**, which may be extended for a period of another two years depending on satisfactory performance of the empanelled agencies to the satisfaction of IITK. The rates for 2<sup>nd</sup> and 3<sup>rd</sup> years shall be based on offered discount on rates of 1<sup>st</sup> year.

## **19.0 TERMS OF PAYMENT**

- 19.1 Consolidated Bills shall be submitted by the Advertising Agency on monthly basis to IITK which shall be paid by A/c payee cheque or on-line ECS within 30 days of receipt of consolidated correct bills with copies of Newspapers of editions, wherein advertisement is published. No advance payment shall be made to the Advertising Agency or at no point of time the Agency will ask for advance cash payment for advertisement(s).
- 19.2 Income tax deduction / statutory deductions as applicable shall be made from the bills of the Agency as per Govt. Rules / Acts.
- 19.3 GST as applicable shall be paid along with the bill.

## **20.0 PENALTY**

In case of failure on the part of Advertising Agency to publish the advertisement in time or publish the advertisement not in the format prescribed, the entire expenditure for publication of the advertisement will be borne by the agency.

## **21.0 SUBLETTING OF CONTRACT**

The Advertising Agency shall not assign and or sub-let the contract or any part thereof or any benefit or interest therein or there-under without the prior written consent of the Director, IITK and such consent shall not relieve the Advertising agency from any liability or obligation under the contract and the Agency shall be fully responsible for the acts / defaults and neglects of his agent's, servants or workmen as if they were the acts, defaults or neglects of the Advertising agency, his Agencies, servants or workmen.

## **22.0 TERMINATION OF CONTRACT**

IITK reserves its right to terminate the contract for any reason at its absolute discretion including, but not limited to the following:-

- 22.1 If the Advertising Agency is adjudicated insolvent by a Competent Court of Law or files for insolvency or the Advertising Agency's Company is ordered to be wound up by a Competent Court.
- 22.2 Advertising agency commits any material breach of the terms of this contract with IITK or if found guilty of any malpractice in the performance of the contract.
- 22.3 If any charge-sheet is filed by the Competent Authority of the Government against the Advertising Agency or its company or Advertising agency is convicted by a criminal court on grounds of moral turpitude.
- 22.4 In the event of unsatisfactory service or failure on the part of the Advertising

Agency or if the Agency shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable order given to him by IITK in connection with work or shall contravene the provisions of the contract, IITK shall have the option to declare the contract as cancelled and may get the work executed by any alternate sources at the Advertising agency's risk and cost. In such an event the Advertising agency shall have no claims whatsoever against IITK in consequence of such termination of the contract. The decision of IITK in terminating the contract will be final and binding on the Advertising Agency.

### **23.0 FORECLOSURE OF CONTRACT**

IITK shall have the right to foreclose the Contract at any time during the tenure of the contract without assigning any reasons whatsoever by giving notice of thirty days to the Advertising Agency of its intention to do so, without any claim of damages by the Advertising Agency.

### **24.0 PERFORMANCE**

IITK shall assess the agency's overall performance with respect to quality and adherence to time schedule of work done at regular interval and take a decision regarding assigning further work to him in case the performance of the agency is found to be unsatisfactory by IITK.

### **25.0 FORCE MAJEURE**

If either party is prevented from the performance of its obligations in whole or in part for reasons of Force Majeure, viz., acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion, blockade, sabotages, riots, fire floods, earthquake, explosions, epidemics, strike and lawful lockout, the period of Force Majeure shall be excluded accordingly. If Force Majeure event(s) continue beyond the period of three months, the parties shall hold consultation to chalk out the further course of action. Neither party can claim any compensation from the other party on account of Force Majeure.

### **26.0 CONCILIATION**

Any dispute or difference whatsoever arising between the parties relating to or arising out of Contract, shall be settled first by Conciliation in accordance with the Govt. Rules and settlement so rendered between the parties in pursuance thereof shall be final and binding on the parties. Reference to Arbitration shall be made only when the Conciliation has failed.

### **27.0 EARNEST MONEY DEPOSIT (EMD) / SECURITY DEPOSIT**

A sum of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of FDR / Bankers' Cheque / Demand draft from any Nationalized Bank in favour of "The Director, Indian

Institute of Technology, Kanpur" payable at Kanpur shall be submitted along with the quotation towards Earnest Money. The EMD of successful Tenderer shall be retained, as Security Deposit and that of unsuccessful Tenderers shall be returned within thirty days after finalization of order. No interest shall be payable to Tenderer on EMD. The Security Deposit shall be refunded on application by the Advertising agency after the expiry of contract period without any interest, subject to necessary deductions, if any, certification for fulfillment of all obligations by Advertising Agency as per the contract.

Price Bid

Sl. No.	Name of the New paper	Editions	Rates			
			Card rates	Dis. Offered	Net rate in figs.	Net rate in words
1	Business Standard	All India				
2	Business Standard	Lucknow & Delhi				
3	Times of India	All India				
4	Times of India	Lucknow				
5	Times of India	Lucknow & Delhi				
6	Economic Times	All India				
7	Economic Times	Lucknow & Delhi				
8	Hindustan Times	All India				
9	Hindustan Times	Kanpur				
10	Hindustan Times	Lucknow				
11	Hindustan Times	Kanpur & Lucknow				
12	Hindustan Times	New Delhi				
13	The Aaj	Kanpur				
14	The Aaj	Lucknow				
15	The Aaj	Kanpur & Lucknow				
16	Dainik Jagran	Kanpur				
17	Dainik Jagran	Lucknow				
18	Dainik Jagran	Kanpur & Lucknow				
19	Amarujala	Kanpur				
20	Amarujala	Lucknow				

Sl. No.	Name of the New paper	Editions	Rates			
			Card rates	Dis. Offered	Net rate in figs.	Net rate in words
21	Amarujala	Kanpur &Lucknow				
22	Hindustan	Kanpur				
23	Hindustan	Lucknow				
24	Hindustan	Kanpur &Lucknow				
25	Indian Express	All India				
26	Indian Express	Kanpur				
27	Indian Express	Lucknow				
28	Indian Express	Kanpur &Lucknow				
29	Indian Express	New Delhi				
30	The Hindu	Lucknow				
31	The Hindu	Lucknow & New Delhi				

**NOTE:**

1. Photo copies of card rates are to be attached along with the tender.
2. The serial number of newspapers shall remain the same.

Signature.....

Name of Tenderer .....

(Seal)



**SECTION-V**  
**AGREEMENT ON ADVERTISING AGENCIES**  
**AGREEMENT**

This AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ Indian Institute of Technology, Kanpur)  
and having its office at “IITK (*hereinafter referred to as IITK*) of the ONE PART.

**And**

M/s \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_ (*hereinafter referred to as Agency*) of the OTHER  
PART.

WHEREAS the IITK intends to empanel advertising agency for providing Empanelment of Advertising Agencies for design and release of advertisements in News Papers for the institute on the terms and condition herein after stated.

**A. GENERAL CONDITIONS:**

- i. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Agency (the second party) for the services mentioned above shall be the employees of the Agency for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Agency and in no case shall a relationship of employer and employee between the said person(s) and the IITK (the first party) shall accrue/arise implicitly or explicitly.
- ii. That in case of the employee so deployed by the Agency does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the Agency shall immediately withdraw and take suitable action against such persons on the report in this respect. Further, the Agency shall immediately replace the particular person so deployed on the demand of the Director, IITK, in case of any of the aforesaid acts on the part of the said person.
- iii. Tender document including the abridged NIT, terms and conditions, Annexure, specifications etc. shall form part of this agreement.

**B. OBLIGATIONS OF THE AGENCY**

- i. The Agency shall provide advertisement in News Papers, for tenders of IWD at IIT Kanpur on specific requisitions from the Director, IITK or his authorized representative for advertisement at the requested News Papers mentioned in the requisition. .
- ii. It will be the responsibility of the Agency (the Second Party) to ensure collection of matter for publication from IITK within a reasonable time after the intimation of the requirement of the advertising from IITK.
- iii. Immediately after publication of the advt., the copy of the Newspaper wherein the advertisement appeared is to be submitted to IITK.
- iv. In the case of failure of the Agency to deliver in time, the advertisement(s) to the print media(s) mentioned in matter for publication, the cost of the advertisement(s) [with taxes], if any, will not be paid to the Agency by the First Party.

**C. OBLIGATION OF IITK:**

- i) Bills shall be raised by the Agency as per the quotes approved and executed in the agreement. Changes in retrospective revision of rates of Newspapers will not be entertained.
- ii) Consolidated Bills shall be submitted by the Advertising Agency on regular basis to IITK which shall be paid by A/c payee cheque after the receipt of consolidated correct bills with copies of Newspapers of editions, wherein advertisement is published. No advance payment shall be made to the Advertising Agency or at no point of time the Agency will ask for advance cash payment for advertisement(s).
- iii) Income tax deduction / statutory deductions as applicable shall be made from the bills of the Agency as per Govt. Rules / Acts.

**D. INDEMNIFICATION:**

- i. That the Agency shall keep the IITK indemnified against all claims whatsoever in respect of the Employee(s) deployed by the Agency. In case any of employee(s) of the Agency so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Agency to contest the same. In case IITK is made party and is supposed to contest the case, the IITK will be reimbursed for the actual expenses incurred towards any kind of fee and other expenses which shall be paid in advance by the Agency to IITK on demand. Further, the Agency shall ensure that no financial or any other liability comes on IITK in this respect of any nature whatsoever and shall keep IITK indemnified in this respect.

**E. PENALTIES / LIABILITIES:**

- i. That the Agency shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency.
- ii. That if the Agency violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of Director, IITK or the officer authorized by the Director, IITK in this behalf for the purpose, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.

**F. COMMENCEMENT AND TERMINATION :**

- i. That this AGREEMENT shall come into force w.e.f \_\_\_\_\_ and shall remain in force for a period of two year. The AGREEMENT may be renewed after one year with mutual consent.
- ii. That this agreement may be terminated on any of the following contingencies:
  - a. On the expiry of the contract period as stated above.
  - b. By giving one month notice by either IITK (*First Party*) or the Agency (*the Second Party*) by citing reasons.
  - c. By giving one month's notice by IITK (First Party) on account of:
    - i. For committing breach by the Agency of any of the terms and conditions of this agreement.
    - ii. On assigning the contract or any part thereof to any sub-Agency by the Agency without written permission of the Director, IITK.
  - d. On being declared the Agency insolvent by competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the Agency shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the Agency to remove all the persons deployed by him, on termination of the contract, on any ground whatsoever and ensure that no person creates any disruption / hindrance / problem of any nature for IITK.

For and on behalf of

INDIAN INSTITUTUE OF  
TECHNOLOGY KANPUR

WITNESS

1.

2.

**For and on behalf of the Agency**

WITNESS

1.

2.