

NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

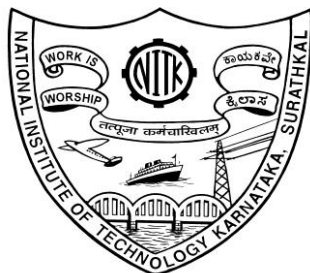
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TENDER DOCUMENT

Tender Notification No: NITK/PRO/ AA&IR/01

Date: 27/11/2020

Name of Service	Media Publication & Institute Promotion Service
Estimated Cost	₹ 12,00,000/- (Twelve Lakhs)/ PA
Bid Document Download Start Date	02/12/2020, 06.00 pm
Online Bid Submission Start Date	02/12/2020 06.00 pm
Online Bid Submission End Date	22/12/2200 05.00pm
Address for Submission of Tender	(https://eprocure.gov.in/)
Date of opening of technical bid	23/12/2020 05.00 pm
Contact details	Assistant Registrar (AA & IR), NITK Surathkal araair@nitk.edu.in



NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA, SURATHKAL

POST SRINIVASNAGAR, MANGALURU – 575 025

(Institute Of National Importance Under Ministry of Education, Govt. of India)

Phone: (0824) 2474 000.

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NOTICE INVITING e-TENDER (e-NIT)

The National Institute of Technology Karnataka, Surathkal (in short – NITK, Surathkal) is an Institute Of National Importance Under Ministry of Education, Govt of India, imparting Technical Education and engaged in Research Activities. It is proposed to procure the service of Media Publication & Promotion Agency for NITK Surathkal.

Online Tender (<https://eprocure.gov.in/>) is invited for the following items in **two cover system** (i.e., Technical bid and financial bid) subject to the following terms and conditions, from the reputed authorized agencies to reach ONLINE on or before scheduled date and time. The tender (Technical bid) will be opened online on the due date as mentioned. Bidders can verify their bid status through online portal <https://eprocure.gov.in/>. The financial bid of only such bidders whose technical bid is accepted shall be opened on the same day or later pre-informed date.

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**Sd/-
Registrar**

SECTION 1 A: - PROCEDURE FOR SUBMISSION OF E-TENDER

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submit their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built-in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This

would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with the black and white option which helps in reducing the size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD (Bid Security Declaration) as applicable and enter details of the instrument. Otherwise, the uploaded bid will be rejected.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of the bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system-generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
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8. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
10. The off-line tender shall not be accepted and no request in this regard shall be entertained whatsoever.
11. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

12. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.

13. No deviation to the technical and commercial terms & conditions are allowed.

14. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal, in general, may be directed to the 24x7 CPP Portal Helpdesk.

SECTION 1 B: INSTRUCTION TO BIDDER (ITB)

1. The bid should be submitted in two covers **System-Technical Bid and Financial Bid** online through portal <https://eprocure.gov.in/eprocure/app>:

1.1 **Envelope No.1 – Technical Bid:** The agencies should give details of their technical soundness and provide a list of customers of a previous supply of similar items to Universities, Institutes or Government Departments/ Undertakings/ public sectors with contact details. The details of the Bidder/ profile should be furnished along with the copy of all related documents. This envelope should be uploaded **online tender** (<https://eprocure.gov.in/eprocure/app>.) and digitally signed as “**Envelope No. 1 – Technical Bid i.e. Checklist (Excel format)**”.

1.2. **Self-Attested Document to be scanned and submitted by uploading in the technical bid:**

1. An Earnest Money Deposit (Bid Security Declaration) shall be uploaded online as mentioned in the terms and conditions.
2. Agency Profile along with details of Organization Structure and Employee Strength.
3. Copy of PAN Card and GST Registration.
4. Copies of Chartered Accountant certified audited balance sheet for the years 2017-18, 2018-19 and 2019-20 along with the turnover details filled and certified by Chartered Accountant.
5. Supporting documents of 5 years' experience working in the field of online promotion and social media management. Work order/client completion certificate of the social media campaigns (Facebook, Google+, Twitter and Instagram) and Video Publishing Management (YouTube, etc.) projects undertaken with Government/PSUs (proof of minimum two projects/campaign) or international level Private organizations. Should the bidding company or consortium not be in a legal position to disclose the work orders or completion certificates, the concerned company or consortium may then submit an undertaking with the details of the clients and projects related to this tender.
6. The organization must have prior experience of handling similar projects/campaigns in online platforms. The bidding company or consortium shall furnish the work order/client completion certificate or an undertaking to this effect.
7. The agency should have an annual turnover of a minimum of Rs.50 lakhs.
8. Credentials of the proposed team for the project.
9. The bidder must be registered under the Employees Provident Fund (EPF) Act.
10. The bidder must be registered under the Employees State Insurance (ESI) Act.

B. DESCRIPTION OF SERVICES

- i. The agency should develop and implement a detailed communication strategy to achieve the objectives listed below with well-defined metrics to measure the success of the strategy.
- ii. The communication strategy should include print, electronic, regional media and online media including international media outreach.
- iii. The senior team from the agency should conduct key message development workshops to develop key messages for the communication campaign.
- iv. The agency must conduct media training workshops regularly on monthly basis for key faculty and officers at the Institute to train them on effective message delivery and Do's and Don'ts.
- v. The agency must develop a media list covering all media – Print, Electronic, and Online – with journalists covering, education, start-ups, entrepreneurship, Science & Technology, innovation, etc. directed by administration time to time. In this manner, the media list must be updated on an ongoing basis for all key metrics of media outreach TRP.
- vi. Agency must organize relationship-building meetings for the Institute's leadership with editors and senior journalists. Two or more relationship-building meeting per month to be organized.
- vii. Agency must meet the Institute leadership from time to time to assess quarterly performance, understand priorities for the media outreach, develop outreach strategy, and execute accordingly.
- viii. Agency must meet faculty across Departments, reaching out to at least 10 faculty per month, including new ones, across departments, to understand the research in progress and work out a case to case strategy for media outreach for such research to highlight the outcomes and the impact. At least ten large-format media stories per quarter on research should be the targeted outcome.
- ix. Agency must provide media outreach support for ongoing announcements and events, seminars and activities of media relevance on campus. An average of about three large events per quarter and about three small events per quarter will be held on campus for which media has to be invited and coverage to be managed.
- x. Ongoing media outreach with electronic media to cover student and faculty research, as well as events in the Institute, must be organized. 2 large format electronic media coverage, regional and national, to be organized per quarter.
- xi. The agency must place at least two authored articles per quarter from key faculty in the Institute in mainline national media. The articles will be provided by the faculty.
- xii. The agency must organize one visit of a senior journalist (preferably covering Science & research) to campus from a national daily / magazine / TV to highlight the high-end research on campus.

- xiii. The agency must source opportunities for faculty of the Institute to be invited as panel list on discussions on Science research. This must be opportunities in national TV and regional TV channels.
- xiv. The agency must work with the Career Development Center of the institute to highlight the success stories of placements every season on campus.
- xv. The agency will be required to work with student bodies (Student Council) on campus to highlight the talent showcasing events and research activities of students.
- xvi. The agency will highlight the activities and success stories of the companies in the STEP and Research Park incubated by NITK Surathkal.
- xvii. The agency must coordinate all media activities with the Institute's social media team for appropriate social media amplification.
- xviii. The agency must provide ongoing counsel during the crisis. This should include alertness in media monitoring, counselling the Institute on crisis communication and preparing media statements and responses to media queries and coming up with a strategy for crisis communication.
- xix. The agency must also conduct a crisis communication workshop for key faculty and Institute leadership to prepare them to communicate during crises.
- xx. The agency must monitor print, online and electronic media daily and send the Institute a daily monitoring report of all news clips.
- xxi. The agency must submit a dossier of coverage along with analysis of the coverage monthly.
- xxii. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- xxiii. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
- xxiv. No deviation to the technical and commercial terms & conditions are allowed.
- xxv. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- xxvi. The Agency must deploy residents "Media Relationship Manager" on campus. The salary & other legal/Statutory benefits of the residents "Media Relationship Manager" should be borne by the Agency.
- xxvii. The Agency shall handle all Social media content such as that TRP of the institute is maximized quarterly. It shall be recorded & submitted every quarterly to release the next month's payment.

C. ELIGIBILITY & QUALIFICATION

The Agency/ Firms/ Companies should fulfil the following criteria:

1. The applicant should be a legal entity registered in India or a consortium of a legally registered Indian company in Joint Venture/Association with a legally registered International company or a consortium of a legally registered international company in Joint Venture/association with a registered partner company in India.
2. The Firm/consortium must have an adequate number of experienced professionals in the area of Social Media Management (Facebook, Twitter, Instagram, etc.) and video publishing management (YouTube, etc.). Credentials and profiles of the digital team to be shared.
3. The firm/consortium shall have access to resources persons competent in at least three international languages of German, French, Spanish, Russian, Japanese, Arabic and Chinese to cater to the markets in these linguistic regions of the world.
4. Minimum annual turnover of Rs.50 lakh in the last three consecutive financial years.
5. The bidding company or consortium should have experience in running similar campaigns for at least 2 internationally reputed organizations.
6. Familiarity with requirements for preparing content, visuals and animations for social media.
7. Experience in creating “out of the box” digital campaign concepts using web analysis and extensive research that suits the customer requirements.
8. The bidder should have capability and experience in the creation of comprehensive digital marketing and social media campaigns on a turnkey basis in reputed organizations.
9. Minimum five years of experience for the bidding company or consortium in leveraging online/social media for raising the visibility of CFTI's/government/PSU or internationally reputed private organizations.
10. Relaxation to MSME & Start-ups as per Gol norms.
11. **The Bidder will be disqualified in case of the following conditions:**
 - a) The Bidder should not be in litigation with any of service receiver.
 - b) The Bidder should not have a record of poor performance such as abandoning of any allotted project, inability to complete any allotted project, delay in completion of any allotted project etc.
 - c) The Bidder should not be blacklisted/debarred by any Government or its organizations as per GFR 2017.
 - d) The Bidder shall have to comply with all the Rules and Regulation of Labour Laws in force.

D. TERMS AND CONDITIONS

1. The bidding company or consortium should have at least five years' experience in handling similar assignments preferably with Govt. /PSUs or internationally reputed private organizations.
2. The bidding company or consortium should have a minimum annual turnover of Rs.50 Lakh in last three consecutive financial years, supported by documentary proofs for the years 2017-18, 2018-19 and 2019-20 certified by a Chartered Accountant.
3. **Earnest Money Deposit (Bid Security):** Bids received without EMD (Bid Security Declaration) shall be summarily rejected without technical evaluation.
4. If the bidder withdraws/alters his bid offer after the tender closing date the same will not be entertained and shall result in the firm to be debarred from participating in future tenders floated by NITK Surathkal as per GFR 2017.
5. All cases/proceedings relating to any dispute or claim arising out of or any case of performance related to this tender document shall be falling in a proper court having jurisdiction in Mangalore, Karnataka.
6. The Authority shall have right to issue an addendum/corrigendum to tendered documents to clarify, amend, modify, supplement or delete any of the condition, clause or items stated therein. Each addendum/corrigendum, if any will be published in the NITK Surathkal website and shall form a part of the original invitation to the tender
7. The successful agency shall have to submit a Performance Bank Guarantee of 3% of financial bid quoted for one year, which shall be valid for a period of minimum 13 months from the date of acceptance of the contract. On successful completion of the contract for one year, the firm has to submit the performance security deposit for the second year based on the 3% of the financial bid amount valid for 12 months, from the date of commencement of the second-year contract.
8. The selected Agency shall actively engage in Content Creation & Management for a year and all such contents created, including the photo bank, will be the property of NITK Surathkal, the high-resolution files of which shall be shared with the NITK Surathkal monthly.
9. The agency shall ensure that viewership and likes of the online and social media pages of the NITK Surathkal are amplified through non-paid media. Usage of paid media can be done only with the prior approval of NITK Surathkal.
10. The agency should closely monitor the campaigns and must submit 'Effectiveness Analysis and MIS reports' monthly to the NITK Surathkal on the effectiveness of the online campaign along with the suggestions or mid-term correction if required.

11. The agency has to work closely with officials of the NITK Surathkal and all the contents to be uploaded in online platform should have received prior approval from the NITK Surathkal officials.
 12. The Agency shall keep confidential all the information relating to work or to any aspect of NITK Surathkal's business that comes into its possession as a result of or in connection with its work under this project.
 13. Payment will be made on monthly basis in accordance with the financial bid rate and performance of the work.
 14. The NITK Surathkal reserves the right to terminate the contract or agreement executed on incomplete execution/poor performance by the agency.
 15. The agency should not have been blacklisted/debarred by any Central/State Government/Public Sector Undertaking, Govt. of India.
 16. The agency should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this Request for Empanelment and in the execution of the agreement.
 17. The NITK Surathkal reserves the right to reject any application without assigning any reason.
 18. All the pages of the supporting documents submitted should be duly signed and sealed by the Bidder/Agency.
 19. Contract period: 1 year from the date of acceptance of work order & will be extended up to 3 years based on the performance.
- E. Determination of successful bidder:** The technically qualified bidder whose offer is evaluated as the **lowest total bid** shall be the successful bidder subject to its meeting the statutory requirements.

SECTION 2: Conditions of Contract

1. Scope of Work

- i. The agency should develop and implement a detailed communication strategy to achieve the objectives listed below with well-defined metrics to measure the success of the strategy.
- ii. The communication strategy should include print, electronic, regional media and online media including international media outreach.
- iii. The senior team from the agency should conduct key message development workshops to develop key messages for the communication campaign.
- iv. The agency must conduct media training workshops regularly on monthly basis for key faculty and officers at the Institute to train them on effective message delivery and Do's and Don'ts.
- v. The agency must develop a media list covering all media - Print, Electronic, and Online - with journalists covering, education, start-ups, entrepreneurship, Science & Technology, innovation, etc. directed by administration time to time. In this manner, the media list must be updated on an ongoing basis for all key metrics of media outreach TRP.
- vi. Agency must organize relationship-building meetings for the Institute's leadership with editors and senior journalists. Two or more relationship-building meeting per month to be organized.
- vii. Agency must meet the Institute leadership from time to time to assess quarterly performance, understand priorities for the media outreach, develop outreach strategy, and execute accordingly.
- viii. Agency must meet faculty across Departments, reaching out to at least 10 faculty per month, including new ones, across departments, to understand the research in progress and work out a case to case strategy for media outreach for such research to highlight the outcomes and the impact. At least ten large-format media stories per quarter on research should be the targeted outcome.
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- x. Ongoing media outreach with electronic media to cover student and faculty research, as well as events in the Institute, must be organized. 2 large format electronic media coverage, regional and national, to be organized per quarter.
- xi. The agency must place at least two authored articles per quarter from key faculty in the Institute in mainline national media. The articles will be provided by the faculty.

- xii. The agency must organize one visit of a senior journalist (preferably covering Science & research) to campus from a national daily / magazine / TV to highlight the high-end research on campus.
- xiii. The agency must source opportunities for faculty of the Institute to be invited as panel list on discussions on Science research. This must be opportunities in national TV and regional TV channels.
- xiv. The agency must work with the Career Development Center of the institute to highlight the success stories of placements every season on campus.
- xv. The agency will be required to work with student bodies (Student Council) on campus to highlight the talent showcasing events and research activities of students.
- xvi. The agency will highlight the activities and success stories of the companies in the STEP and Research Park incubated by NITK Surathkal.
- xvii. The agency must coordinate all media activities with the Institute's social media team for appropriate social media amplification.
- xviii. The agency must provide ongoing counsel during the crisis. This should include alertness in media monitoring, counselling the Institute on crisis communication and preparing media statements and responses to media queries and coming up with a strategy for crisis communication.
- xix. The agency must also conduct a crisis communication workshop for key faculty and Institute leadership to prepare them to communicate during crises.
- xx. The agency must monitor print, online and electronic media daily and send the Institute a daily monitoring report of all news clips.
- xxi. The agency must submit a dossier of coverage along with analysis of the coverage monthly.
- xxii. The vendor must attend all the institute events/programs/functions which is reported by the institute administration, not necessarily mentioned in the above scope of work at no additional cost.
- xxiii. The Agency must deploy residents "Media Relationship Manager" on campus. The salary & other legal/Statutory benefits of the residents "Media Relationship Manager" should be borne by the Agency.
- xxiv. The Agency shall handle all Social media content such as that TRP of the institute is maximized quarterly. It shall be recorded & submitted every quarterly to release the next month's payment.

2. Payment Schedule

- i. The payment shall be made against the Bill submitted monthly on submission of the monthly activity report and upon satisfactory performance. No advance payment will be considered.
- ii. The Agency shall submit to the Institute every succeeding month, the details of the salary of the previous month given to his employees with a copy of salary slip, details of a cheque given towards salary, EPF, ESI, etc. or the copy of the receipt obtained from the staff, as per the Labour Act/ Labour Rules, for the Institute record purpose. In no case, the wage given shall be less than the minimum wage prescribed by the Government from time to time. Failure to comply with this, the agreement is liable for termination without any notice.

3. Other Conditions

- a) The articles/photographs developed shall be free from any patent/copyright infringement.
- b) The Agency shall not sublet whole or part of the work to any other agency.
- c) The Agency shall execute, comply and organize the function, in accordance with the contract to the complete satisfaction of the Authority.
- d) There will be no variation in the price quoted during the period of the contract.
- e) NITK Surathkal reserves the right to terminate the contract at any point of time by giving notice if the progress of work is not satisfactory or the outcome of the work is not meeting the expected functional requirement envisaged by it and in such circumstances, the performance security deposit will be forfeited. No compensation will be entertained on account of such termination.
- f) The performance security deposit will be returned after successful completion of the contract plus 2 months.
- g) The firm shall have GST registration.
- h) TDS will be deducted as per the applicable rates.
- i) All other terms and conditions mentioned in the tender document will form part of this work order.
- j) In the event of a breach of contract, the Authority is entitled to claim the compensation from the bidder to the extent of the loss incurred as determined by the Authority for any loss or damage caused to the Authority.
- k) All cases/proceedings relating to any dispute or claim arising out of or any case of performance of this contract shall be falling in appropriate court having jurisdiction in Mangalore, Karnataka.

4. Successful Bidder Roles and Responsibilities

The Successful bidder warrants, covenants and represents that:

- a) It has full rights to accept this work order, and that the acceptance of this work order or the performance of its obligations under the work order will not violate any agreement, person, firm, organization or any law or governmental regulation;
- b) It has valid rights and licenses in all its confidential information and Intellectual Property, the sharing of which for the purposes of this work order shall be unhindered without any third-party restrictions;
- c) The Services shall be performed professionally in accordance with the general industry standard;
- d) Not, by itself or its agents, employees or sub-contractors, do anything that would in any manner harm the Authority's name, reputation or goodwill;
- e) It shall, at all times, abide by the laws existing and in force in India, and in particular the State of Karnataka with respect to the provision of Services under this Agreement;
- f) There is no outstanding or threatened litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavourably, would reasonably be expected to have a material adverse effect on either Party's ability to fulfil its obligations under this work order;
- g) It does not have any conflict of interest in the Project and it shall not be considered in any manner an 'interested party' to the Project;
- h) It shall take all consents and governmental approvals necessary to perform the Services under this work order; and
- i) It shall not undertake any work during the Term of the Agreement that would be similar to the services performed hereunder or directly or indirectly affect its performance of Services under this work order.

5. Employees and Personnel

- a) The Successful bidder shall employ and provide only qualified and experienced personnel as may be required to carry out the Services.
- b) The Successful bidder shall remain solely responsible for its employees, agents and personnel including their compensation and compliance with applicable labour laws. At no event shall the employees, agents or personnel of Successful bidder shall be treated as employees, agents or personnel of the Authority.

6. Intellectual Property

- a) For the purpose of this work order, "Intellectual Property" shall mean any and all tangible and intangible: (i) works of authorship, including copyrights, moral rights, neighbouring rights, and derivative works thereof, (ii) trademark and trade name, (iii) trade secret, (iv) patents, design,

and other industrial property, and, (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues.

- b) The Parties acknowledge that all deliverables including design and drawings or developments or modifications to existing Intellectual Property created in pursuance to the Services hereunder shall constitute “work made for hire” under the Copyright Act, 1976 and shall be the Authority’s exclusive property.
- c) Any deliverables in nature as described in elsewhere in this work order, of which the owner of the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such deliverable is created and the Successful bidder agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Successful Bidder.
- d) To the extent such deliverable contains any of Successful bidder’s confidential information or Intellectual Property, the Successful bidder shall grant to the Authority, an exclusive, worldwide right towards its intellectual property and confidential for the purpose of Authority’s unhindered and free use of the Deliverables.
- e) The authority reserves all rights towards its Intellectual Property and Confidential Information shared during this project, and any use of the Successful bidder of such information shall be strictly in accordance with Authority’s written permission and limited to the performance of Services under this work order.

7. Confidential Information

- a) The Successful bidder herein agrees and understands that, during the Term of this Agreement and continuing thereafter, it shall be privy and/or in the custody of the Authority’s Confidential Information by way of disclosure or by virtue of its relationship herein. The Successful bidder in this regard specifically notes that the Authority’s Confidential Information shall constitute Authority’s trade secrets, including without limitation information relating to its official correspondence and its contents, relationship of its clients and vendors, projects, techniques, pricing, customer information etc. and unauthorized disclosure will cause the Authority irreparable harm for which the Successful bidder shall be held fully responsible.

- b) The Successful bidder agrees to and shall keep the Authority's Confidential Information confidential and shall not use the Confidential Information for purposes other than as authorized under this work order.
- c) The Successful bidder further agrees to not disclose the Authority's Confidential Information to third parties without the latter's prior written consent.
- d) The Successful bidder shall strictly share the Authority's Confidential Information only with its employees who have a "need to know" for the purpose of this work order.
- e) The Successful bidder shall protect the disclosing Party's Confidential Information as it would protect its own information of a like nature but in no event using less than a reasonable standard of care.
- f) The terms of this Section shall survive the expiry or earlier termination of this work order.
- g) For the purpose of this work order, "Confidential Information" shall mean all proprietary, confidential and trade secret information and all other knowledge relating to the Authority's capacity, business, products and services, including its manufacturing, technical, financial, intellectual property, documents, marketing information and the terms of this Agreement (including pricing) which Successful bidder is privy of or comes into knowledge or possession, during the Term of this work order, or information which is treated by the Authority as confidential regardless of its form, or which is designated by its nature as confidential, but excluding information that is already in the public domain for no fault of the Successful Bidder.

8. Liquidated Damages

- a) Time is the essence of the contract. In case of any delay in delivery due to reasons attributable to Successful bidder or delay on overdue payment by Authority, both parties will reserve the right to claim penalty as agreed under the terms of this Agreement or any relevant Work Order signed between the parties.
- b) For Error/Variation: In case any error or variation is detected in the reports submitted by the Successful bidder and such error or variation is the result of negligence or lack of due diligence on the part of the Successful bidder, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Successful bidder by way of deemed liquidated damages, subject to a maximum of the Agreement Value.
- c) For Delay in completion of the contract: In case of delay in completion of Services for each Stage. Liquidated damages not exceeding an amount equal to 0.5% (zero points five per

cent) of the accepted bid amount per day, subject to a maximum of 5% (five per cent) of the accepted bid amount shall be imposed and shall be recovered by an appropriation from the current or pending payment for Services. However, in case of delay due to Force Majeure Event, the suitable extension of time shall be granted.

- d) In addition to the liquidated damages not amounting to penalty, the Authority reserves its rights to issue warning to the Successful bidder for minor deficiencies on its part. In the case of significant deficiencies in Services causing an adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per the policy of the Authority. Any recovery by way of liquidated damages shall be without prejudice to Authority's rights and remedies available at law, equity, tort or contract.

9. Liability

In the event of any dispute, the Authority's liability for direct damages shall in no event exceed the number of fees payable for the Services in dispute. The Authority shall in no event be liable for any indirect, consequential, special or exemplary damages, howsoever arising under this work order, even if it has been advised of such damages.

10. Indemnity

Without prejudice to Authority's rights and remedies available at law, equity or contract, the Successful bidder shall indemnify, defend and hold harmless the Authority, its directors, agents, affiliates, subsidiaries and personnel, for any and all actions, claims, suits, damages, costs or expenses, arising out of or relating to (i) any breach of its obligations, duties, representations and warranties including without limitation its warranties regarding Confidential Information and Intellectual Property, (ii) any personal injury or property damage solely attributable to its actions and (iii) any negligence, omission, non-performance or failure of performance of its obligations under this work order except to the extent such failure or non-performance is directly attributable to a Force Majeure Event.

11. Termination

- a) This condition of work order shall come into effect from the date of acceptance of the work order and shall continue through the project period of one year, ie. From the date of successful delivery/ commissioning.

- b) The Authority shall have the right to terminate this Agreement for convenience by providing advance written notice to the Successful Bidder. In case of such termination, the Authority shall pay such pro-rata portion of undisputed invoices on Services performed to its satisfaction.

12. Prohibited Practices

The Successful Bidder and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Successful bidder, without being liable in any manner whatsoever to the Successful bidder, if it determines that the Successful bidder has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate any pending invoices, if any, as mutually agreed on genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law. In this regard, the following terms shall have the following meanings as assigned to them:

- (a) "**Corrupt practice**" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or work order or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of work order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the work order or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- (b) **“Fraudulent practise”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the selection process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (c) **“Coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the selection process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement.

13. Dispute Resolution

- a. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In this regard, the Parties shall endeavor to address any issue vis-à-vis the Secretary, Marine Products Export Development Authority and Managing Director of the Successful bidder within two (2) Business Days of receipt of a notice from either Party specifying the nature of the dispute.
- b. Any dispute not resolved through the good faith efforts of Senior Management of both Parties for amicable resolution shall then be submitted before the Chairman, Marine Products Exports Development Authority, who shall act as the final arbiter of disputes by agreement of the Parties expressed herein. The Parties agree that all proceedings including, but not limited to, all communications, pleadings, arguments and discovery shall be conducted in the English language. The venue for such arbitration shall be exclusively in the office of Director, NITK Surathkal. The Parties to this Agreement, by entering into it, are expressly waiving their rights to have any dispute decided in a court of law or equity before a judge or jury, and instead are accepting the use of binding arbitration. The substantive and procedural law in relation to the Arbitration shall be the laws of India. The decision of the arbitrator shall be final and binding upon

the Parties. Each Party shall assume its own costs, but the compensation and expenses of the arbitrator(s) and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by each Party.

- c. This dispute resolution process shall be the sole and exclusive means for resolving any dispute or differences; provided, however, that either Party may seek a preliminary injunction, attachments or other provisional judicial relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action, the Parties will continue to participate in good faith in this dispute resolution process. All-time limitations contained in the dispute resolution sections above may be altered by agreement of the Parties. The courts at Mangalore shall have exclusive jurisdiction over all such matters.

14. Force Majeure

If and to the extent that a Party's (an "Affected Party") performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by the other Party or by fire, flood, earthquake, war, insurgency, elements of nature or acts of God or any other similar cause beyond the reasonable foreseeable control of the Affected Party or a labor strike, lockouts, union disputes or political hartals (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the Affected Party shall be excused for such hindrance, delay or non-performance, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues IF the Affected Party continues to use its best efforts to recommence performance whenever and to whatever extent reasonably possible without delay, including through the use of alternate sources, workaround plans or other means; provided, however, that the use of such alternate sources, workaround plans or other means shall cease, upon the cessation of the Force Majeure Event. For so long as a Force Majeure Event continues, the non-Affected Party shall, upon the Affected Party's reasonable request cooperate with the Affected Party. The Affected Party shall immediately notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. In the event that the Force Majeure Event shall continue for a period exceeding sixty (60) Business Days, the non-Affected Party shall be entitled to terminate this Agreement.

15. Assignment and Subcontracting

The Successful bidder shall not assign or subcontract, its rights and obligations under this Agreement without the Authority's prior written consent.

16. Severability

If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. Acceptance of Work Order

If the above terms and conditions are acceptable the successful bidder shall return the copy of Work Order to the authority affixing the signature of the Authorized signatory with the official seal of the firm at the bottom of every page as confirmation of acceptance within 10 working days of issue of this work order along with the performance security deposit of an amount equivalent to 3% of the first-year bid value. Failing to do so will result in the forfeiture of the EMD.

18. Agency Reporting and Monitoring / Measuring Outcomes

- The agency will work with the Institute's Public Relation officer & HODs on a day-to-day basis for the above activities.
- The agency will submit a weekly report on activities in progress, a monthly report, a monthly plan and quarterly review with the Director and Deans.
- The agency will submit a detailed analysis of the coverage garnered for the Institute in national media and its impact on a monthly, quarterly and annual basis.
- The measurement of the success of the communication strategy will be based on achieving key objectives mentioned above.

19. Approval before Sending to any external party:

The Agency will have to work in coordination with the representatives of departments, NITK Surathkal for each assignment. The entire document or any sort of information which goes to the media or any other external party has to be approved by the NITK Surathkal representatives

Registrar

DECLARATION

I/we have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I /we understand that my/our tender will be summarily rejected and full Earnest money deposit will be forfeited and I /we are/are liable to be banned from doing business with NITK, Surathkal and/or prosecuted.

Signature of the Bidder : _____

Name and Designation : _____

Business Address : _____

Place:
Date:

Seal of the Bidder's Firm

**SECTION 3: SCHEDULE OF REQUIREMENTS, SPECIFICATIONS AND ALLIED
DETAILS**

[To be filled up by the Department / Center of NITK, Surathkal]

Item(s) Name to be procured : Appointing Media Publication Promotion Agency

Type (Equipment / Software / Furniture / Others) : Consultancy Service

Brief Specifications of the Item(s) : As Per Scope of Work
(Attach Additional Sheet if necessary)

Performance Security to be given
by Successful Bidder after the release of : 3% of PO value
Purchase Order (in Rupees)

SECTION 4 - PRICE BID
[To be used by the bidder for submission of the bid]

Tender Inviting Authority:

Name of Services:

Reference Number:

Date:

A	B	C	D	E	E X 12 months = F	G
Sr. No.	Description of the Service	Price (Rs.)/Month	GST (%)	Total Price/month (Rs.)	Total Price Per Year	TOTAL AMOUNT In Words
1						

SECTION 5: CONTRACT FORM

[To be provided by the bidder in the business letter head]

1. (Name of the Supplier's Firm) hereby abide to deliver them by the delivery schedule mentioned in section 3 tender document for the supply of the items if the purchase order is awarded.
2. The item will be supplied conforming to the specifications stated in the tender document without any defect and deviations.

Signature of the Bidder : _____

Name and Designation : _____

Business Address : _____

Place:

Seal of the Bidder's Firm

Date:

INTEGRITY PACT AGREEMENT

(To be signed by the bidder/same signatory authorized to sign the relevant contact)

This Integrity Agreement is made at Surathkal on this day of20

BETWEEN

National Institute of Technology Karnataka, Surathkal, an Institute of National Importance (under NIT Act -2007) represented through The Registrar, NITK, Surathkal (hereinafter referred as the '**Buyer**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/Firm/Company)

Through (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its succession and permitted assigns)

Preamble

WHEREAS **NITK Surathkal has** floated the Tender (Hereinafter referred to as "Tender/Bid") and intends to award, underlaid down organizational procedure, contract for "Equipment"

[Hereinafter referred to as the "**Contract**").

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this witness as under:

Seal and Signature of the bidder

Registrar, for NITK Surathkal

Article 1: Commitment of NITK Surathkal

- i. **NITK Surathkal** commits to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of NITK Surathkal, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) NITK Surathkal will, during the Tender process, treat all Bidder(s) with equity and reason. NITK Surathkal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) NITK Surathkal shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- ii. If NITK Surathkal obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, NITK Surathkal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/ Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adheres to the highest ethical standers, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and through the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contact execution:
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contractor to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contractor.

Seal and Signature of the bidder

Registrar, for NITK Surathkal

b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into an undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offense under the relevant IPC/PC Act. Further, the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as

d. part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

e. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and address of agents/representatives in India if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and address of foreign agents/representatives if any. Either the Indian agent on behalf of the foreign principals or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

f. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

iii. The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

iv. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

v. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, there or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Seal and Signature of the bidder

Registrar, for NITK Surathkal

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to NITK Surathkal under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidders/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before awarded or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 day notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determinate the Contract - if already executed, or exclude the Bidders/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by NITK Surathkal.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If NITK Surathkal has disqualified the Bidder(s) from the tender process prior to the award of the Contract or terminate/determinate the Contractor has accrued the right to terminate/determinate the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to NITK Surathkal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Security of the Bidders/Contractor.
- 3) **Criminal Liability:** If NITK Surathkal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, NITK Surathkal will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anti-corruption approach or with Central Government or State Government or any other Central/State Public Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Seal and Signature of the bidder

Registrar, for NITK Surathkal

Article: 5 Equal Treatment of all Bidder/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidders/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12months after the completion of work under the contractor or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this pacts as specified above, under it is discharged/determined by the Competent Authority of NITK, Surathkal.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is **Mangaluru**, the Headquarters of NITK Surathkal, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In the case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed on term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action was taken by the Owner/Principal in accordance with this **Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Seal and Signature of the bidder

Registrar, for NITK Surathkal

Article 8: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of NITK Surathkal) (For and on behalf of bidder/ contractor)

WITNESSES:

- 1. (Signature, name, and address)
- 2. (Signature, name, and address)

Place: Surathkal.

Dated:

BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MANGALORE OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MANGALORE OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT MANGALORE. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
Director,
National Institute of Technology Karnataka,
Srinivasnagar P.O., Surathkal
Mangalore – 575025

LETTER OF GUARANTEE

WHEREAS National Institute of Technology Karnataka (Buyer) has invited Tenders vide Tender No..... Dt. for purchase of AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **“Registrar, National Institute of Technology Karnataka, Surathkal”** in the form of Bank Guarantee for Rs **(3% (three percent) of the purchase value)** and valid till **one year or up to warranty period whichever is later** from the date of issue of Performance Guarantee Bond may be submitted within 30 (Thirty) days from the date of Order Acknowledgement as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this Bank shall pay to National Institute of Technology Karnataka, Surathkal on demand and without protest or demur Rs (Rupees.....).

This Bank further agrees that the decision of National Institute of Technology Karnataka, Surathkal (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in the tender document/purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or National Institute of Technology Karnataka, Surathkal (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if National Institute of Technology Karnataka (NITK) Surathkal serve upon us a written claim or demand on or before.....(date).

This Bank further agrees that the claims if any, against this Bank Guarantee, shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank & Address:
Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. The bank is requested to take appropriate necessary action on or after expiry of bond period.

Form of "Bid Security Declaration" - To be submitted in the **Letterhead of the Bidder**

"BID SECURITY DECLARATION"

To:
**The Director,
National Institute of Technology Karnataka, Surathkal.
Post Srinivasnagar, Mangaluru – 575025.**

Sir,

Sub.: Submission of Bid Security/ EMD Declaration – Reg.

Ref.: Tenders invited for "-----" vide NIT No. -----

I/ We declare that:

1. I/ We understand that according to the tender document, bids must be accompanied by EMD or a Bid Security Declaration. Accordingly, I/ We have opted for submitting this Bid Security Declaration.
2. I/ We declare that I / We will not withdraw our bid during the Bid validity period or make any modifications to my/ our bid.
3. I/ We understand that if I/ we withdraw my/ our bid or modify the bid, I/ we will be automatically suspended from being eligible for bidding and also will be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
4. I/ We understand that if I/ We fail to furnish the Performance Guarantee before the deadline specified in the LoA / Lol, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
5. I/ We further understand that if I/ We fail to sign the contract in case the work is awarded to me/ us or fail to furnish the Performance Guarantee, my/ our bid will be automatically cancelled and I/ We will also be debarred from competing for bids in your esteemed Institute for a period of one year from the date of occurring of such breach.
6. I/ We understand that this Bid Security Declaration will automatically expire if we are not the successful bidder/ upon the expiry of bid validity period.
7. I/ we declare that I am/ we are authorized to sign this declaration.

Duly signed this Declaration on this day - - 2020 in the presence of following witnesses:

Signature of the Bidder with seal

In the presence of:
Signature of witness:
Signature:
Postal address:

In the presence of:
Signature of witness:
Signature:
Postal address:

Annexure-D

Checklist for BIDDERS

BIDDERS are to indicate whether the following documents are uploaded by striking out the non- relevant option and the relevant technical bid documents should be in order.

Sl No	Documents	Content	Document Attached
1	Technical Bid	Signed copy of tender document should be uploaded	(Yes /No) Pg. No
2		Self-Attested copy of GST & PAN Number	(Yes /No) Pg. No.
3		Licence certificate for running the business.	(Yes /No) Pg. No.
4		Registration with EPF and ESI	(Yes /No) Pg. No.
5		Undertaking that the successful BIDDER agrees to give a 3% Performance Security.	(Yes /No) Pg. No.
6		Catalogue of the Service with detailed of service provided.	(Yes /No) Pg. No.
7		Copy of the Balance Sheet	(Yes /No) Pg. No.
8		List of Owner/partners of the firm and their contact numbers (Bidder Information)	(Yes /No) Pg. No.
9		The contract form is given in section 5	(Yes /No) Pg. No.
10		Supporting documents of 5 years' experience working in the field of online promotion and social media management	(Yes /No) Pg. No.
11		Integrity Pact. Annexure 'A'	(Yes /No) Pg. No.
12		Bid Security Declaration. Annexure 'C'	(Yes /No) Pg. No.
13		Checklist Annexure 'D'	(Yes /No) Pg. No.
14		Any other relevant documents	(Yes /No) Pg. No)
1	Financial-Bid	Price bid	(Yes /No)

(Note: - All the documents should be self-Attested by the bidder)