



# SOUTH ASIAN UNIVERSITY

Akbar Bhawan Campus, Chanakyapuri

New Delhi – 110 021

Phone: +91 -11-24122512-14, Fax: +91-11-24122511 [www.southasianuniversity.org](http://www.southasianuniversity.org)

The South Asian University (SAU) is an International University sponsored by the eight member countries of the South Asian Association for Regional Cooperation (SAARC) viz. Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan and Sri Lanka.

## EXPRESSION OF INTEREST FOR EMPANELMENT OF ADVERTISING AGENCIES

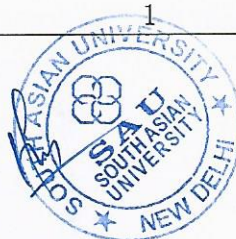
Tender No.: SAU/SP/Ad/20201228

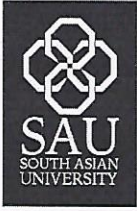
Dated: 28.12.2020

**Bid Submission Date & Time** : 15 January, 2021 at 3.00 p.m.

**Bid Opening Date & Time** : 15 January, 2021 at 3.30 p.m.

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## Invitation to Bidders

The South Asian University (SAU) is seeking empanelment of reputed advertising agencies for its advertising needs. Accordingly, EOI is invited from reputed, well experienced and INS accredited agencies for consideration of empanelment with the South Asian University.

### Bid Procedure

1. The Bidder should submit the proposals in the following three parts along with a demand draft for Rs. 1000.00 in favor of South Asian University payable at New Delhi for the cost of the bid document.
  - a) Techno commercial Bid  
Technical part should contain all such details as mentioned in the Bid Document along with the Bid Proposal Sheet. It should also include the discounts offered on standard rates if any, all admissible taxes, duties and levies etc.
  - b) Earnest Money Deposit  
Each bid must be accompanied by Earnest Money Deposit of Rs. 200000/- (Rupees Two Lakhs only) in the form of DD/Banker's cheque/bank guarantee issued by any Nationalized Bank/or Fixed Receipt in favor of South Asian University.
  - c) Pre-Qualification Documents  
Each bid must be accompanied by the pre-qualification documents mentioned in Section 2 of this bid.
2. These three parts should be submitted in separate sealed and appropriately superscripted envelopes. Type or print clearly Pre-Qualification Documents/EMD/Technical Bid/ Financial, due date and the vendor Name/Address on all four envelopes. All the three sealed envelopes shall be submitted in a larger envelope with vendor name and address and marked as "Bid for Empanelment of Advertising Agencies" and submitted to the receipt of the South Asian University, Akbar Bhawan, Chanakyapuri, New Delhi – 110021 during normal office work hours up to 3:00 PM on **15 January 2021**. Bids will be opened on the same day at 3:30 PM subject to the availability of committee members and in the presence of bidders' representatives.
3. Interested parties may obtain the Bid documents from the University website.





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## Section 1

### Requirements

The University wishes to empanel vendor(s) in connection with its advertising needs for print, electronic and online media. The SAU's advertising needs span across all eight SAARC countries viz. Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan and Sri Lanka. The scope of work shall include:

1. Designing, conceptualization and media management, including release of advertisement in print, electronic, or online media.
2. Printing and production of promotion material, brochures, reports, etc.
3. Any other marketing and publicity activities.

## Section 2

### Specific Conditions

#### 1. Eligibility Criteria of Bidders

The bidding agencies should satisfy the following criteria **(documents in support to be enclosed with the bid, any bid not having supporting documents is liable to be rejected)**.

- a) A minimum of five years continuous experience as a full INS accredited agency.
- b) A yearly turnover of Rs. 02 crore or more during each of the last three consecutive years.
- c) Be in the panel of advertising agencies of at least two Govt/Academic/International organizations during the last three consecutive years.
- d) Full-fledged established office in Delhi/NCR with state-of-the-art infrastructure and manpower/creative personnel.
- e) Global reach so as to enable prompt delivery of materials/interventions for SAARC-wide distribution-provide proof of clients/campaigns in the SAARC region.
- f) Creativity in development of communications should be of high standard befitting the expectations of an International University.
- g) Solvency certificate or working capital certificate or working capital certificate (as the case may be) should be issued by any Nationalized/Scheduled Bank.
- h) Valid registration number of the firm along with LST/CST/WCT No. and the PAN Number allotted by the concerned authorities.





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- i) Must be a single entity; a consortium or any kind of association of firms is not allowed.
- j) Should not have been black listed by the Govt/Academic/International Organizations. A declaration in this regard should be submitted with the application.

## 2. Earnest Money Deposit

- a) Each bid must be accompanied by an Earnest Money Deposit of Rs. 200000.00 (Rupees Two Lakhs only) in the form of FDR in favour of South Asian University, New Delhi.
- b) The Earnest Money Deposit should be valid minimum for a period of 14 months from due date of the quotation. Quotations received without EMD are liable to be rejected.
- c) EMD is liable to be forfeited and bid is liable to be rejected, if the bidder withdraw or amends or impairs or derogates from the tender in any respect within a period of validity of the tender.
- d) The EMD of unsuccessful bidder shall be returned within tender working days of the placement of the empanelment letter.
- e) No interest will be payable by SAU, New Delhi on the EMD.

## 3. Performance Guarantee

- a) The EMD of the successful bidder(s) shall be treated as Performance Guarantee and returned only on completion of the contract.
- b) No interest will be payable by SAU on the Performance Guarantee.

## 4. Prices & Payment Terms

- a) The payment will be ordinarily released within 15 days from the date of submission of bill in duplicate, complete in all respects along with proof of publishing and rate card.
- b) No advance will be given for executing the work.
- c) The time schedule and advertisement characterization should be strictly adhered to by the agency. If advertisement is not published on stipulated terms, penalty may be imposed by the University.
- d) Counter conditions by the applicant for expressions of interest in matters concerning payment of bills shall not be acceptable.

## 5. Empanelment





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- a) The University reserves the right to remove any such agency from the empanelled list along with forfeiture of Performance Guarantee, if the service provided by the agency is found to be unsatisfactory or if the information provided for empanelment is proved to be false.
- b) The University may empanel more than one Advertising Agency and shall be free to release advertisements through any one or more of them. However, the act of empanelment shall not prohibit the University of its Right to release advertisements directly without routing it through the empanelled advertising agencies.
- c) The University will enter in to the contract initially for a period of one year, extendable to a further period depending on the mutual agreement of the University and the agency with such modifications as may be felt necessary. However, the terms and conditions of the contract, during the period of agreement, will not be subjected to any change.

## Section 3

### 1. Evaluation Criteria

Criterion	Maximum Points
<u>Turnover</u> : For meeting turnover criteria – 4 points; 2 points for every extra 1 crore turnover	15
<u>Experience</u> : For meeting experience criteria – 4 points; 2 points for each one year of additional experience	15
<u>Empanelment</u> : For meeting empanelment criteria – 2 points; 4 points for current empanelment with each additional International Organization; 2 points for current empanelment with each additional Institution of Higher Education &/or Research	20
<u>Presentation</u> : Vendor will be asked to make presentations and will be evaluated thereupon.	20
<u>Registered Offices</u> : in SAARC countries other than India – 1 point for an office in each country.	5
<u>Awards</u> : For each prominent award won by the applicant in the last three years at least at the National (or global) level – 1 point.	5
<u>Accreditations</u> : For meeting accreditation criteria – 1 point, 1	5





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point for each additional valid media/advertising accreditation such as ASCI, AAI, etc.	
SAARC Clients: For servicing each non-Indian SAARC client in the last three years – 3 point	15

## Section 4

### General Conditions

#### 1. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the SAU will in no case be responsible or liable for these costs, regardless of conduct of outcome of the bidding process.

#### 2. Bidding Document

The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents, Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.

The bid proposal must be properly indexed and bound. Any loose document submitted by bidders will be rejected.

#### 3. Clarification of Bidding Documents

A prospective bidder requiring any clarification from the SAU may do so before submission of bids.

#### 4. Amendment of Bidding Document

- a) At any time prior to the deadline for submission of bids, the SAU may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete certain conditions in the bidding document.





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- b) All prospective bidders who have received the bidding documents will be notified of the amendment in writing and the same will be binding on them.
- c) In order to allow prospective bidders reasonable time to take in to consideration the amendments while preparing their bids the SAU at its discretion may extend the deadline for the submission of bids.

## 5. Preparation of Bids

- a) Language of Bid: The bid prepared by the bidder as well as all correspondence and document relating to the bid exchanged by the bidder and the SAU shall be in English only.
- b) Bid currency: Prices shall be quoted in Indian Rupees only.

## 6. Period of Validity of Bids

- a) Bids shall be valid for 180 days from the date of bid opening. A bid valid for a shorter period shall be rejected by the SAU as non-responsive.
- b) In exceptional circumstances, the SAU may solicit the bidder consent to an extension of the period of validity. The request and response thereto shall be made in writing.
- c) Bid evaluation will be passed on the bid prices without taking in to consideration the above changes.

## 7. Deadline for Submission of Bids

- a) Bids must be received by the SAU at the specified address, not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of bids being declared as a holiday for SAU, the bids will be received up to the appointed time on the next working day.
- b) The SAU may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of SAU and bidder subject to the deadline will thereafter be subject to the deadline as extended.
- c) Any bid received by SAU after the deadline for submission of bids prescribed by SAU will be rejected and/or returned unopened to the bidder.

## 8. Withdrawal of Bids





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- a) The bidder may withdraw their bid after submission, provided that SAU receives written notice of the withdrawn, prior to the deadline prescribed for submission of bids.
- b) In case the bidder wants to withdraw, the bidder's withdrawal notice should be prepared, sealed, marked and dispatched to SAU in original.
- c) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified in the bid document. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of bid security.

## 9. Bid Opening

- a) The bids will be opened as per schedule mentioned in Section 1.
- b) Bids will be opened in the presence of bidders or their representatives, who chose to attend on the specified date and time.

## 10. Contacting the SAU

- a) No bidder shall contact SAU on any matter relating to its bid, from time of opening to the time the contract is awarded. If bidder wishes to bring additional information to the notice of the SAU, he/she should do so in writing. The SAU reserves the right as to whether such additional information should be considered or otherwise.
- b) Any effort by a bidder to influence the SAU in its decision on bid evaluation, bid comparison or contact award may result in disqualification of the bidder's bid and also forfeiture of his/her bid security.

## 11. Clarification of bids

During evaluation of bids, the SAU may at its discretion, ask the bidder for clarification of its bid.

## 12. Award of Work

- a) The SAU will award the work to the successful bidder, whose bid has been determined as the lowest evaluated bid. The successful bidder will be notified in writing & the bidder will confirm the same in writing.







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The decision taken by SAU in the process of bids evaluation will be full and final and binding on all the bidders.

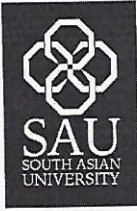
- b) The SAU is not bound to accept the lowest or any tender or to assign any reason for non-acceptance. The SAU reserves the right to accept the tender either in full or in part. Conditional bides will be rejected outright.
- c) The SAU reserves the right to summarily reject an offer received from any agency on national security considerations, without any intimation to the bidder.
- d) The SAU reserves the right to place an order for the full or part quotations under items of work mentioned in the scope of work.

### 13. Corrupt or Fraudulent Practices

The SAU requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SAU:

- a) Defines for the purposes of this provision, in the terms set forth as follows:
  - Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of any SAU official in the procurement process or in contract execution; and
  - Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the SAU and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the SAU of the benefits of the free and open competition.
- b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- d) The past performance of the bidder will be crosschecked in necessary. If the facts prove the same to be dubious, the bidder will be ineligible for further processing.





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## 14. Interpretation of the clauses in the tender document/contract document

In case of any ambiguity in the interpretation of any of the clauses in tender document or the contract document, the SAU's interpretation of the clauses shall be final and binding on all parties.

## 15. Payment Schedule

The payment will be made with 30 days from the date of submission of the bill in duplicate, complete in all respects along with proof of publishing and rate card.

## 16. Delay in the bidder's performance

If the bidders fail to deliver on any or all items within the period specified in the work order, SAU shall without prejudice to its other remedies, deduct as liquidated damage 1% of the price of the delayed publication for every week or part thereof subject to a maximum of 10% of the order value. The amount towards liquidated damage would be recovered while making the initial payment itself.

Under delay by the bidder in the performance of its contract obligations shall also render the bidder liable to any or all the following sanctions:

- i) Forfeiture of its security deposit.
- ii) Termination of the contract for defaults.

## 17. Penalty Clause

In case of failure to deliver after the acceptance of work order, performance guarantee will be forfeited of the defaulting bidder.

## 18. Resolution of disputes

The matter regarding any dispute shall be referred for arbitration of any officer appointed by the President SAU, whose decision shall be binding and final.

## 19. Taxes and Duties





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The University is exempted from paying Customs Duty, CST, Excise Duty, Service Tax. Wherever necessary, certificates to that effect will be provided.

## 20. Binding Clause

All decisions taken by the SAU regarding the processing of this tender and award of contract shall be final and binding on all concerned parties.

## 21. Copyright

The successful bidder will hand over all the code, graphics, templates, etc. developed or used in connection with the execution of this work, to the South Asian University for the purpose of copyright and intellectual ownership.

## 22. The SAU reserves the right:

To verify, modify, amend or change any of the terms and conditions mentioned above or to reject any or all the bid(s) without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.





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## Annexure-I

### BID PROPOSAL SHEET

Bidder's proposal reference No. & Date

Bidder's name & Address:

Person to be contacted:

Designation:

Telephone No.:

Fax No.:

Email ID:

To

The Registrar  
South Asian University  
Akbar Bhawan, Chanakyapuri  
New Delhi – 110021

Subject: EOI for empaneling of advertising agencies

Sir,

We, the undersigned bidder, having read and examined in detail the specification and scope of work as specified in the bidding documents in respect of empanelment of advertising agencies, do hereby propose to provide the services as per requirement in bidding document.

### Validity

All terms and conditions of this proposal are valid for a period of 180 calendar days from the last date of submission of bids.

### Earnest Money

We have enclosed the required earnest money in the form of Bank Draft/Pay order.





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## Deviations

We declare that all the services shall be performed strictly in accordance with the instructions of the University and any deviations are liable to attract suitable penalty as decided by the SAU.

## Bid Pricing

We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

## Qualifying Data

We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

We understand that the South Asian University is not bound to accept the lowest or any bid that it may receive.

Thanking you,

Yours faithfully,

Authorized Signatory)

Date:  
Place:  
Business Address:

Name:  
Designation:  
Seal:

