



भारतीय प्रबंध संस्थान कोषिकोड
आई आई एम् कोषिकोड कैम्पस- पी ओ
INDIAN INSTITUTE OF MANAGEMENT, KOZHIKODE
IIM Kozhikode Campus P.O.
Kozhikode, Kerala-673 570

Name of Tender: “Empanelment of Advertising Agencies for conceptualizing, design and release of advertisements in News Papers, Magazines, Periodicals etc., for Indian Institute of Management Kozhikode, IIM Kozhikode Campus PO- 673 570”.

CONTENTS

Section	Description	Page Numbers
I	Notice Inviting Tender	01- 03
II	Instructions to Tenderers	04-06
III	Terms and Conditions	07-10
IV	Tender Schedule- Price Bid	11
V	Agreement	12-15

Note : *Tenderer should confirm that they have received all the above papers. All the documents issued are to be returned duly signed by the tenderer while submitting his offer.*

Crossed Demand draft No. _____ dated. _____ for Rs.10000/- (Rupees ten thousand only) in favour of Indian Institute of Management, Kozhikode drawn on _____ towards EMD is enclosed.

Tender issued to:

M/s
.....
.....
.....

Signature of the Tenderer

Signature of the officer issuing Tenders

SECTION-I

NOTICE INVITING TENDER NO.06-14(01)/2011-IIMK.GA DATED 11.01.2012
Empanelment of advertising agencies for conceptualizing, design and release of advertisements in News Papers, Periodicals, Magazines etc for Indian Institute of Management Kozhikode, IIM Kozhikode Campus PO- 673 570.

Sealed tenders (Price-Bid) are invited from authorized advertising agencies for empanelment of advertising agencies for conceptualizing, design and release of advertisements in News Papers, Periodicals, Magazines etc., for IIM Kozhikode. The agencies should have minimum three years experience for providing such facilities to Government Departments/ Autonomous Agencies/ Public Sector Undertakings and should have minimum annual turnover of Rs.10 Lakhs or more for last three years. The Agency should have Service Tax registration. Tender documents along with Price Bid can be downloaded from www.iimk.ac.in and submitted to Chief Administrative Officer, Indian Institute of Management, IIM Kozhikode Campus PO, Kozhikode-673 570.

Period for downloading tender document	16.01.2012 to 02.02.2012
Cost of Tender document	Free of Cost
Last date and time for submission of Tenders	02.02.2012 (Upto 15.00 hrs.)
Date and time of tender opening	At 15.30 Hours on 02.02.2012
Earnest Money Deposit (EMD) to be submitted along with the tender	Rs. 10,000/- in the form of Demand Draft from any nationalized bank drawn in favour of Indian Institute of Management Kozhikode payable at Kozhikode.
Qualifying/Eligibility Criteria of the tenderer. (Attach proof for all criteria)	<ol style="list-style-type: none"> 1. Should have at least Three years experience as advertising agency services to various Government organizations, public sector undertakings, autonomous bodies, etc. 2. Own office at Kozhikode/ Kunnamangalam 3. Service Tax Registration.

1.0 INTRODUCTION

- 1.1 Indian Institute of Management Kozhikode (hereinafter referred to as IIMK) invites sealed tenders from interested and eligible advertising Agencies “for empanelment of advertising agencies for conceptualizing, design and release of advertisements in News Papers, Periodicals, Magazines etc., for IIM Kozhikode”
- 1.2 Tenderers are requested to carefully go through the provisions of this tender Document (non-transferable) and are advised to submit the offer strictly as per the instructions, terms & conditions specified therein.
- 1.3 The tentative annual business volume on account of booking of Advertising likely to be approx 10 lakhs (including taxes & duties) per year. This is only

an indicative figure without any commitment, which may vary depending upon advertising requirements of IIMK.

- 1.4 Interested tenderers may obtain further information from Senior Administrative Officer (GA), IIM Kozhikode. Phone.0495-2809218. E-mail: madupg@iimk.ac.in

2.0 DOWNLOADING TENDER DOCUMENT

- 2.1 Detailed Tender Documents covering eligibility requirements, Terms & conditions may be downloaded by interested and eligible Advertising Agencies during the period from **16.01.2012 to 02.02.2012** from IIMK Website www.iimk.ac.in.
- 2.2 It shall be responsibility of the person submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed and no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions/formats, the persons concerned may seek clarification from the Senior Administrative Officer (GA) of IIMK. In case of any tampering / unauthorized alteration is noticed in the tender document/form, the said tender shall be summarily rejected and IIMK shall have no liability, whatsoever on the matter. However, deviation if any, proposed by the IIMK may be indicated separately for acceptance or otherwise of IIMK. Such proposed deviation will not be treated as tampering for the purpose of this clause.

3.0 LAST DATE & TIME OF SUBMISSION OF TENDER

- 3.1 The last date & time of submission of tender shall be **02.02.2012 (Upto 15.00 hrs.)**.

IIMK may in exceptional circumstances and at its sole discretion may extend the last date & time of submission of tender by issuing an appropriate notice. Such extension, if any, shall be notified on IIMK website and shall be applicable to all. Tenderers are requested to visit the IIMK website regularly.

4.0 EARNEST MONEY

- 4.1 The Tender must be accompanied by Earnest Money of Rs.10000.00/- (Rupees ten thousand only). The EMD should be in the form of a Demand Draft from any nationalized bank drawn in favour of Indian Institute of Management Kozhikode. Earnest Money in the form of cheque will not be accepted. The Earnest Money shall be kept deposited till the validity of the tender. No request for adjustment of earlier dues in place of Earnest Money will be entertained. The Earnest Money shall be refunded to the unsuccessful Tenderer after finalization of tender, without any interest. The Earnest Money of the successful Tenderer shall be retained and converted towards the security deposit.
- 4.2 The Earnest Money shall be forfeited if :
- 4.2.1 The tender is revoked during its validity period.
 - 4.2.2 Prices are increased unilaterally by the Tenderer after the tender opening and during validity period of the tender,
 - 4.2.3 IIMK accepts the Tenderer's proposal and the Tenderer refuses to execute the order after the order placement.

5.0 RECEIPT AND OPENING OF TENDER

- 5.1 Tenderer's offer shall be prepared and submitted in sealed envelope with the note "**Empanelment of Advertising Agencies for conceptualizing, design and release of advertisements in News Papers, Periodicals, Magazines etc for Indian Institute of Management Kozhikode, IIM Kozhikode Campus PO- 673 570**". "**DO NOT OPEN BEFORE 02.02.2012 (15:30 hrs)**" written prominently thereon. The full name, postal address, telephone no./ fax no./e-mail address of the Tenderer shall be written on the bottom left corner of the sealed envelopes. Tender will be received at the office of "**The Chief Administrative Officer, Indian Institute of Management, Kozhikode, IIM Kozhikode Campus P.O. Kozhikode, Kerala-673 570**".
- 5.2 The Tenderer has the option of sending the tender by Registered Post/ Courier service or submitting the tender in person to be dropped in the Tender Box labeled **Purchase Section**, so as to reach on or before the date & time set out for the same.
- 5.3 IIMK will not be responsible for any delay in the receipt of tender submitted by the Tenderer. If tender is received beyond the last date and time of submission of tender, such tender shall be rejected.
- 5.4 The Tender will consist of one part **Part-1 Price Bid**. Copies of documents in support of Experience/credentials, EMD are to be attached.
- 5.5 Tenders shall be opened at IIM, Kozhikode in presence of Tenderers as may be present. IIMK reserves the right to change the date of tender opening. Tenders without earnest money deposit shall be rejected. Tender of Tenderers who do not fulfill the QUALIFYING / ELIGIBILITY CRITERIA laid down in the Tender Document will not be considered further.

6.0 PRICE EVALUATION CRITERIA

- 6.1 The Agency will be selected based on highest discounts offered in the rates of Advertisement in News Papers, Magazines, Periodicals etc. and DAVP rates for selected Newspapers & Employment News. Director, IIMK can keep more than two to three agencies in the panel, if the Agencies quoted second or third highest discounts on advertisement agree to provide the service on rates/discount offered by the L-1 (highest discount offered) agency.
- 6.2 Director, IIMK reserves the right to withdraw from the tendering process or part thereof, accept or reject any or all tenders in full or in part at any stage of the process and / or to modify the process or any part thereof or to vary the tender conditions at any time without assigning any reasons whatsoever. No financial obligations shall accrue to Director, IIMK in such an event.

CHIEF ADMINISTRATIVE OFFICER

SECTION II

INSTRUCTIONS TO TENDERERS

7.0 ELIGIBILITY CRITERIA FOR TENDERERS

- 7.1 Applicant should be a reputed advertising agency having accreditation with Indian Newspaper Society (Print Media) and Prasar Bharati (Media).
- 7.2 The agency should be in the field of Advertising for minimum of 3 years.
- 7.3 The agency should have annual turnover of 10 Lakhs continuously for last 3 years.
- 7.4 Agency should have liaison with Directorate of Audio Visual & Publicity (DAVP) for charging in their rates.
- 7.5 The agency should have full-fledged office (with creative team attached) in Kozhikode.
- 7.6 Proficiency in translation and proof reading of advertisements in English to Malayalam and Hindi.
- 7.7 Agency should be in the empanelment list of minimum one of the Government Institutes/Autonomous Bodies.
- 7.8 The Agency applying for empanelment should not have been blacklisted by any organization at any point of time.
- 7.9 The Agency would be registered with Central Excise Department for Service Tax.

8.0 SUBMISSION OF TENDER

- 8.1 All the pages of this tender document must be signed and stamped by the tenderer as proof that the terms and conditions of this tender is accepted by the agency.
- 8.2 The Tenderers are advised to submit the tender strictly based on the terms and conditions contained in the tender document including amendments, if any, issued by IIMK prior to submission of tender. For amendment with financial implications, if any, issued by IIMK after submission of tender, the Tenderers shall be entitled to amend their prices.
- 8.3 Insertion, postscript, addition and alteration in rates/charges/discounts/rebate shall not be recognized unless confirmed by the Tenderer's signature.
- 8.4 **The tender** shall be prepared and submitted with all attachments / enclosures. Price Bid is to be dully filled in as per the Price Bid Format enclosed. Price bid should not contain any terms and conditions / reservations / notes other than the discount offered to be quoted in percentage. Discount offered in percentage should be expressed both in figures and words. In case of any discrepancy between figures and words, the latter shall prevail.

Part-I Price Bid shall contain the following documents.

1. Tender document signed and stamped in all pages by authorized signatory of the Agency.
2. Price-Bid duly signed

3. Proof of accreditation with Indian Newspaper Society/Prasar Bharathi and experience as empanelled agency for Government Institutes/Autonomous bodies for 3 years.
4. Annual turnover of Rs.10 Lakhs or more for last three years.
5. Details of office facility located in Kozhikode with address, telephone number, Fax number, e-mail address with confirmation of having on line Communication System.
6. Service Tax registration.
7. Any other information the Tenderer wishes to furnish.

9.0 LANGUAGE

The tender shall be submitted in English / Hindi language.

10.0 NO CLAIM / COMPENSATION FOR SUBMISSION OF TENDER

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

11.0 HIGHEST OR ANY TENDER NOT NECESSARILY TO BE ACCEPTED

IIMK is not bound to accept the highest discount offered or any tender or to assign any reason thereof. IIMK also reserves the right to accept or reject any or all tenders either in whole or in part or to invite revised price bids or to annul the bidding process at any time prior to finalization without incurring any liability to the affected Tenderer. The Director, IIMK does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

12.0 VALIDITY OF TENDER

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

13.0 CORRESPONDENCE

All correspondence / documents in connection with the tender shall be submitted to the Chief Administrative Officer, Indian Institute of Management, Kozhikode, IIMK Campus PO, Kozhikode-673 570

14.0 TENDER REJECTION

- 14.1 Tender that is received after the schedule time and date of submission shall not be opened.
- 14.2 Tender that is received without prescribed earnest money shall not be considered.
- 14.3 Tender submitted by a Tenderer not fulfilling the specified Eligibility / Qualifying Criteria.
- 14.4 IIMK reserves the right to reject a tender if it deviates materially from the conditions mentioned in the Tender Document and if tenders are conditional.

15.0 COMPLIANCE OF LAW

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

16.0 ACCEPTANCE OF TENDER

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

17.0 GENERAL

17.1 The successful Tenderer shall make his own arrangements for the services as specified in the Tender Document.

17.2 If at any point of time, it is found by IIMK, that the Tenderer has furnished false information, IIMK may reject the tender/contract.

17.3 The Tenderer may download the Tender Document from Website mentioned in Invitation to Tender. In case of any discrepancy, the hard copy of the Tender Document shall prevail.

SECTION –III

18.0 TERMS & CONDITIONS

- 18.1 Agency will be empanelled for two years; however this period can be extended at the discretion of IIMK. There shall be an option to renew the empanelment for a further period of one year based on satisfactory performance and with the existing Terms and conditions.
- 18.2 IIMK will have right to drop any agency form the empanelled list without assigning any reason whatsoever. IIMK has also reserves the right to modify the term and conditions for empanelled agencies.
- 18.3 The empanelled advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to IIMK's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. IIMK reserves the right to impose penalty in case of any violation of the above.
- 18.4 The agency should be able to execute order at short notices and even on holidays.
- 18.5 The Agency has to charge DAVP rates for selected News Papers and Employment News.
- 18.6 For selection of artwork for print media , IIMK will invite concept from all empanelled agencies and release order will be given to the agency whose design/ concept is approved.
- 18.7 Selection of artwork will be entirely on IIMK's discretion and the IIMK will not pay charges for submission of artwork or preparation of commercial to any agency.
- 18.8 Artwork/ Commercial once selected will be the property of the IIMK and it can be repeatedly used in different media like print, outdoor, without seeking permission from concerned advertising agencies or paying any commission. Agency has to provide original soft copy of open file to the IIMK. The agency can't use the concept, artwork, picture, film and jingle for other clients once the IIMK selects it.
- 18.9 IIMK reserves the right to make necessary modification to the selected artwork, concept, film etc.
- 18.10 Applications received after due date & time or without necessary documents will be rejected.
- 18.11 IIMK reserves the right for rejection of any/all applications or have empanelment done otherwise without assigning any reason whatsoever. All decisions taken by the IIMK would be final and no further representation in this regard will be entertained.
- 18.12 IIMK also reserves the right to employ any outside agency for carrying out big-ticket campaigns/ brand building exercise etc.

19.0 DURATION OF CONTRACT PERIOD

The empanelment of selected agencies shall be for a period of **two years**, which may be extended for a period of another one year depending on satisfactory performance of the empanelled agencies to the satisfaction of IIMK.

20.0 DISCOUNTS TO BE QUOTED

20.1 The Agency shall quote service charge as NIL and discount offered on basic charges of advertisements, if any as per Price Bid format. The discount offered shall remain firm for the duration of contract period.

20.2 Services tax, if applicable, shall be reimbursed by IIMK as per prevailing rates provided Service Tax registration number is mentioned in the bill / invoice separately and the Agency submitted proof of depositing the Service Tax with the concerned authority.

21.0 TERMS OF PAYMENT

21.1 Bills shall be raised by the Agency after giving discounts as per contract. Consolidated Bills shall be submitted by the Advertising Agency on monthly basis to IIMK which shall be paid by A/c payee cheque or on-line ECS within two weeks of receipt of consolidated correct bills with relevant documents complete in all respect. No advance payment shall be made to the Advertising Agency or at no point of time the Agency will ask for advance cash payment for advertisement(s).

21.2 Income tax deduction / statutory deductions as applicable shall be made from the bills of the Agency as per Govt. Rules / Acts.

22.0 PENALTY

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

23.0 SUBLETTING OF CONTRACT

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

24.0 TERMINATION OF CONTRACT

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

24.1 If the Advertising Agency is adjudicated insolvent by a Competent Court of Law or files for insolvency or the Advertising Agency's Company is ordered to be wound up by a Competent Court.

24.2 Advertising agency commits any material breach of the terms of this contract with IIMK or if found guilty of any malpractice in the performance of the contract.

- 24.3 If any charge-sheet is filed by the Competent Authority of the Government against the Advertising Agency or its company or Advertising agency is convicted by a criminal court on grounds of moral turpitude.
- 24.4 In the event of unsatisfactory service or failure on the part of the Advertising Agency or if the Agency shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable order given to him by IIMK in connection with work or shall contravene the provisions of the contract, IIMK shall have the option to declare the contract as cancelled and may get the work executed by any alternate sources at the Advertising agency's risk and cost. In such an event the Advertising agency shall have no claims whatsoever against IIMK in consequence of such termination of the contract. The decision of IIMK in terminating the contract will be final and binding on the Advertising Agency.

25.0 FORECLOSURE OF CONTRACT

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

26.0 PERFORMANCE

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

27.0 FORCE MAJEURE

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

28.0 CONCILIATION

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

29.0 EARNEST MONEY DEPOSIT (EMD) / SECURITY DEPOSIT

A sum of Rs. 10,000/- (Rupees ten thousand only) in the form of Demand Draft / Banker's Cheque from any Nationalised Bank in favour of "Indian Institute of Management, Kozhikode" payable at Kozhikode shall be submitted along with the quotation towards Earnest Money. The EMD of successful Tenderer shall be retained, as Security Deposit and that of unsuccessful Tenderers shall be returned within thirty days after finalization of order. No interest shall be payable to Tenderer on EMD. The Security Deposit shall be refunded on application by the Advertising agency after the

expiry of contract period without any interest, subject to necessary deductions, if any, certification for fulfillment of all obligations by Advertising Agency as per the contract.

30.0 EXECUTING AUTHORITY

The Director, IIMK, Kozhikode or his authorized representative shall be the Executing Authority for this job. All the Bills pertaining to the work order shall be submitted to him for processing for release of payment.

31.0 GATE PASS ETC.

- 31.1 The Agency shall be responsible for arranging and obtaining gate passes for his workmen. IIMK in this regard shall provide necessary assistance to the Advertising Agency.
- 31.2 IIMK reserves its right to remove from the list of approved agency or to ban business dealings with the agency if found to have committed fraud, deception, misconduct etc. and also to suspend business dealings pending investigation.

SECTION-IV

PRICE BID

DISCOUNT OFFERED

We offer % (in words percent) discount on card rates for all tenders/recruitment advertisements and Display advertisements released on behalf of IIMK in all Indian as well as foreign News Papers and Magazines.

We offer to publish advertisement with DAVP rates in the following National/Regional News Papers/Employment News.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Signature

Name of Tenderer.....

(Seal)

SECTION-V

AGREEMENT ON ADVERTISING AGENCIES

AGREEMENT

This AGREEMENT made on this _____ day of _____
 _____ Indian Institute of Management, Kozhikode,
 a Society registered under the Societies Registration Act) and having its office at “**IIM
 Kozhikode Campus P.O.** (*hereinafter referred to as IIMK*) of the ONE PART.

And

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

WHERE AS the IIMK intends to empanel advertising agency for providing Empanelment of Advertising Agencies for conceptualizing, design and release of advertisements in News Papers, Magazines, Periodicals etc., for the Institute on the terms and conditions herein after stated.

A. GENERAL CONDITIONS:

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

B. OBLIGATIONS OF THE AGENCY

- i. The Agency shall provide advertisement in News Papers, Magazines, Periodicals etc. on specific requisitions from the Director, IIMK or his authorized representative for advertisement at the requested News Papers, Magazines, Periodicals etc. mentioned in the requisition. They will have to charge DAVP rates for selected News Papers & Employment News.
- ii. That the Agency shall submit details of the names, parentage, residential address, age, cell phone no. etc. of the employees deployed by them, towards performing the duty of the IIMK, for the purpose of proper identification. He shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identify cards at the time of duty in IIMK.
- iii. That the Agency shall at his own cost take necessary insurance cover for its employees and in respect of the aforesaid services rendered to IIMK and shall comply with the statutory provisions and/or any other Rules/regulations and / or statutes that may be applicable to them and shall further keep the IIMK indemnified from all acts of omission, fault, breaches and / or any claim, demand' loss, injury and expense arising out from the non-compliance of the aforesaid statutory provision. Agency's failure to fulfill any of the obligations hereunder or Acts, rules / regulations and / or any bye-law or rules framed under, the IIMK shall be entitled to recover any of the such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Agency's monthly payments.
- iv. It will be the responsibility of the Agency (the Second Party) to ensure collection of requisition slip from IIMK within a reasonable time after the intimation of the requirement of the advertising from IIMK.
- v. Immediately after publication of the advt., the copy of the Newspaper, Magazine, and Periodicals etc. wherein the advertisement appeared is to be submitted to IIMK.
- vi. The total charge for Advertisement is inclusive of all applicable Government taxes/charges/duties.
- vii. The Agency shall make good of all the losses (in terms of money as decided unilaterally by the first party) caused to the First Party due to failure of providing advertisement on the media mentioned in the requisition slip in time with a fine of an appropriate amount.
- viii. It is the responsibility of the Agency (the Second Party) that all employees deputed on duty must have a Cell Phone with them.
- ix. In the case of failure of the Agency to deliver in time, the advertisement(s) to the media(s) mentioned in the requisition slip, the cost of the advertisement(s) [with taxes], if any, will not be paid to the Agency by the First Party.
- x. The bill for payment [towards the charges of advertisement(s) to the First Party] shall be submitted by the Agency (the Second Party) on monthly basis to Director, IIMK (the First Party) within 10 days of the subsequent month.

C. OBLIGATION OF IIMK:

- i. The bill submitted by the second party within ten days of subsequent month shall be paid by the first party within 10 working days from the date of submission of bills.

- ii. That IIMK shall reimburse the amount of service tax, if any, paid by the Advertising Agency to the Appropriate Government Authorities on account of the services rendered by them. This reimbursement shall be admissible on production of proof of deposit of the same by the Agency.
- iii. Income Tax / any other tax as applicable under rule will be deducted from the bill submitted by the agency.

D. INDEMNIFICATION:

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

E. PENALTIES / LIABILITIES:

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

F. COMMENCEMENT AND TERMINATION :

- i. That this AGREEMENT shall come into force w.e.f _____ and shall remain in force for a period of one year. The AGREEMENT may be terminated by the IIMK (*First Party*) on giving the Agency (*the Second Party*) thirty days notice. The AGREEMENT may be renewed after one year with mutual consent.
- ii. That this agreement may be terminated on any of the following contingencies:
 - a. On the expiry of the contract period as stated above.
 - b. By giving one month's notice by IIMK on account of:
 - i. For committing breach by the Agency of any of the terms and conditions of this agreement.
 - ii. On assigning the contract or any part thereof to any sub-Agency by the Agency without written permission of the Director, IIMK.
 - c. On being declared the Agency insolvent by competent Court of Law. During the notice period for termination of the contract, in the situation contemplated above, the Agency shall keep on discharging his duties as before till the expiry of notice period. It shall be the duty of the Agency to remove all the persons deployed by him, on termination of the contract, on

any ground whatsoever and ensure that no person creates any disruption / hindrance / problem of any nature for IIMK.

G. ARBITRATION:

- i. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to the Director, IIMK or his nominee.
- ii. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director, IIMK shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- iii. The expression Director, IIMK shall mean and include an acting/officiating Director.
- iv. The Arbitrator may give interim award(s) and/or directions, as may be required.
- v. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- vi. The arbitral proceedings shall be conducted at Kozhikode and this shall be the sole venue for the arbitral proceedings under the contract. Work under the contract shall be continued by the Agency during the Arbitration proceedings and recourse to Arbitration shall not be a bar to continuance for the work. IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of

INDIAN INSTITUTUE OF
MANAGEMENT KOZHIKODE

For and on behalf of the Agency

WITNESS

1.

2.

WITNESS

1.

2.