



INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY, SHIBPUR

Advt. No. : AR/D(AA)/16/17 dated : 11/04/2016

EXPRESSION OF INTEREST (EOI)

EOI is invited for the empanelment of Advertising Agencies for release of publication of advertisement at DAVP rates. The estimated cost of advertisement per year is Rs.30.00 lacs (approx.). Details are available at www.iiests.ac.in. Last date of submission of tender is 29.04.2016 upto 15.00 hrs.

INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY, SHIBPUR

Expression of Interest is invited for the Empanelment of Advertising Agencies for release of publication of advertisements at DAVP Rates. IIESTS is interested in engaging the services of a competent, reliable experienced and efficient agencies/newspaper for offering remarkable design of advertisement for publications of recruitment, tender, display advertisements and other publicity pertaining to IIEST, Shibpur.

The interested agencies may send the details for “**Empanelment of Advertising Agency**” agreeing the terms and conditions as mentioned in tender document.

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SECTION-I

NOTICE INVITING TENDER

Empanelment of Advertising Agencies/Newspaper for release of Advertisement in the Newspapers.

Sealed tenders (Price-Bid) are invited from advertising agencies/newspaper having accreditation with Indian Newspaper Society for empanelment of advertising agencies for release of advertisements in News Papers of INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY, SHIBPUR. The agencies should have minimum three years experience for providing such facilities to Government Departments/ Autonomous Agencies/ Public Sector Undertakings and should have annual turnover of Rs.25 lakhs continuously for last 3 years. The Agency should have Service Tax registration. Tender documents along with Price Bid can be downloaded from www.iiests.ac.in and submitted to the Dean – Administrative Affairs, INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY, SHIBPUR, HOWRAH - 711103.

Period for downloading tender document	12.04.2016 to 29.04.2016
Last date and time for submission of Tenders	29.04.2016 (Upto 15.00 hrs.)
Date and time of tender opening	At 16.00 Hours on 29.04.2016
Application Money and Earnest Money Deposit (EMD) to be submitted along with the tender	Rs.1,000/- and Rs. 10,000/- respectively in the form of Bankers' Cheque / Demand Draft from any nationalized bank drawn in favour of The Registrar, IEST, Shibpur and payable at Kolkata
Qualifying/Eligibility Criteria of the tenderer (Attach proof for all criteria)	<ol style="list-style-type: none">1. Should have at least 03 (Three) years experience as advertising agency to various Government organizations, public sector undertakings, autonomous bodies, etc.2. Service Tax Registration.3. Turnover of Rs.25 lakhs in last 03 (Three) financial years.4. INS Accreditations.

1.0 INTRODUCTION

- 1.1 Indian Institute of Engineering Science and Technology, Shibpur (hereinafter referred to as IIESTS) invites sealed tenders from interested and eligible advertising Agencies/newspaper “for empanelment of advertising agencies for release of advertisements in News Papers of Indian Institute of Engineering Science and Technology, Shibpur”.
- 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 30 lakhs (including taxes & duties) per year. This is only an indicative figure without any commitment, which may vary depending upon advertising requirements of IIESTS.
- 1.4 Interested tenderers may obtain further information from the Office of the Dean-Administrative Affairs, IIEEST, Shibpur.

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 12.04.2016 to 29.04.2016 from IIESTS Website www.iiets.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 Office of the Dean-Administrative Affairs, IIEEST, Shibpur. In case of any tampering/unauthorized alteration is noticed in the tender document/form, the said tender shall be summarily rejected and IIESTS shall have no liability, whatsoever on the matter.

3.0 LAST DATE & TIME OF SUBMISSION OF TENDER

- 3.1 The last date & time of submission of tender shall be 29.04.2016 (Upto 15.00 hrs.).

4.0 EARNEST MONEY

4.1 The Tender must be accompanied by Earnest Money of Rs.10,000/- (Rupees Ten thousand only) in the form of Bankers' Cheque / Demand Draft from any nationalized bank drawn in favour of the Registrar, IEST, Shibpur payable at Kolkata. 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 Tenderer after finalization of tender, without any interest. Tender without Earnest Money shall be rejected summarily.

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 IESTS accepts the Tenderer's proposal and the Tenderer refuses to execute the order after the order placement.

4.2.4 Successful bidder fails to submit order acknowledgement and sign the formal agreement within 7 days from the date of intimation of award or fails to execute services as per laid down terms and conditions within 7 days from the date of commencement given in the work order.

5.0 RECEIPT AND OPENING OF TENDER

5.1 Tenderer's offer shall be prepared and submitted in sealed envelope with the note "Empanelment of Advertising Agencies" written prominently thereon. The full name, postal address, telephone no./fax no./e-mail address of the Tenderer shall be written on the bottom left corner of the sealed envelopes. Tender will be received at the office of "Dean-Administrative Affairs, INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY, SHIBPUR".

5.2 The Tenderer has the option of sending the tender by Registered Post/ Courier service or submitting the tender in person to be dropped in the Tender Box kept in the office of the Dean-Administrative Affairs, so as to reach on or before the date & time set out for the same.

5.3 IESTS will not be responsible for any delay in the receipt of tender submitted by the Tenderer. If tender is received beyond the last date and time of submission of tender, such tender shall be rejected.

5.4 The Tender will consist of one part Part-1 Price Bid. Copies of documents in support of Experience/credentials are to be kept in one envelope and EMD is to be kept in separate envelope.

5.5 Tenders shall be opened at IESTS in presence of Tenderers as may be present. IESTS reserves the right to change the date of tender opening. Tenders without earnest money deposit shall be rejected. Tenderers who did not fulfill the “QUALIFYING ELIGIBILITY CRITERIA” laid down in the Tender Document will not be considered further.

6.0 PRICE EVALUATION CRITERIA

6.1 The selection of agencies will be based on a two-stage process. First, the Institute will short list the agencies on the basis of their meeting eligibility criteria. Financial bids would be considered of the shortlisted agencies only.

6.2 The Director, IESTS reserves the right to withdraw from the tendering process or part thereof, accept or reject any or all tenders in full or in part at any stage of the process and / or to modify the process or any part thereof or to vary the tender conditions at any time without assigning any reasons whatsoever. No financial obligations shall accrue to the Director, IESTS in such an event.

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 for the last 3 years and no NOD (Notice of Dis-Accreditation) should have been issued by the INS during last 3 years. Documentary proof be enclosed.
- 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 Rs.25 Lakhs continuously for last 3 years.
- 7.4 Agency must have proficiency of designing and proof reading facilities in major Indian languages and designing of the advertisements will be done free of cost and the firms with best designing capability will be given preference based on the internal evaluation. The Agency will not charge any extra payment for designing, translation and art work.
- 7.5 The Agency shall have reputed clients with national presence. Preference will be given to the Agency having clients such as IITs/IIMs/NITs/Central Educational Institutions/Central & State Govt. Organizations etc. A list of clients should be attached.
- 7.6 The Agency applying for empanelment should not have been blacklisted by any organization at any point of time.
- 7.7 The Agency would be registered with Central Excise Department for Service Tax.
- 7.8 The Firm should preferably have an established office in Howrah / Kolkata.

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 IESTS prior to submission of tender. For amendment with financial implications, if any, issued by IESTS 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 rates discount offered.

8.5 Part-I Price Bid shall contain the following documents.

1. Tender document signed and stamped in all pages by authorized signatory of the Agency.
2. Price-Bid duly signed
3. Proof of accreditation with Indian Newspaper Society and client lists.
4. Annual turnover of Rs.25 Lakhs continuously for last 3 years.
5. Service Tax registration.
6. Any other information the Tenderer wishes to furnish.

9.0 LANGUAGE

The tender shall be submitted in English language.

10.0 NO CLAIM / COMPENSATION FOR SUBMISSION OF TENDER

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

11.0 VALIDITY OF TENDER

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

12.0 CORRESPONDENCE

All correspondence / documents in connection with the tender shall be submitted to the Dean-Administrative Affairs, INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY, SHIBPUR, HOWRAH-711103.

13.0 TENDER REJECTION

13.1 Tender that is received after the schedule time and date of submission shall not be opened.

13.2 Tender that is received without prescribed earnest money shall not be considered.

13.3 Tender submitted by a Tenderer not fulfilling the specified Eligibility / Qualifying Criteria.

13.4 IIESTS reserves the right to reject a tender if it deviates materially from the conditions mentioned in the Tender Document and if tenders are conditional.

14.0 COMPLIANCE OF LAW

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

15.0 ACCEPTANCE OF TENDER

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

16.0 GENERAL

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

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

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

SECTION –III

17.0 TERMS & CONDITIONS

- 17.1 Agency will be empanelled for two years; however this period can be extended at the discretion of IESTS. 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.
- 17.2 IESTS will have right to drop any agency form the empanelled list without assigning any reason whatsoever. IESTS also reserves the right to modify the term and conditions for empanelled agencies.
- 17.3 The empanelled advertising agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to IESTS's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication. IESTS reserves the right to impose penalty in case of any violation of the above.
- 17.4 The agency should be able to execute order at short notices and even on holidays.
- 17.5 Applications received after due date & time or without necessary documents will be rejected.
- 17.6 IESTS reserves the right for rejection of any/all applications or have empanelment done otherwise without assigning any reason whatsoever. All decisions taken by the IESTS would be final and no further representation in this regard will be entertained.

18.0 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 IESTS.

19.0 TERMS OF PAYMENT

- 19.1 Bills shall be raised by the Agency as per the quotes approved and executed in the agreement. Changes in retrospective revision of rates of Newspapers will not be entertained. The rates charged should be of the date of booking the advertisement. However, changes in rates of advertisement of newspapers may be considered on advance intimation and after communication of approval of Competent Authority.

Consolidated Bills shall be submitted by the Advertising Agency on monthly basis to IESTS which shall be paid by A/c payee cheque or on-line ECS within two weeks of receipt of consolidated correct bills with copies of Newspapers of editions, wherein advertisement is published. No advance payment shall be made to the Advertising Agency or at no point of time the Agency will ask for advance cash payment for advertisement(s).

- 19.2 Income tax deduction / statutory deductions as applicable shall be made from the bills of the Agency as per Govt. Rules / Acts.
- 19.3 Services tax, if applicable, shall be reimbursed by IESTS 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.

20.0 PENALTY

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

21.0 SUBLETTING OF CONTRACT

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

22.0 TERMINATION OF CONTRACT

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

- 22.1 If the Advertising Agency is adjudicated insolvent by a Competent Court of Law or files for insolvency or the Advertising Agency's Company is ordered to be wound up by a Competent Court.
- 22.2 Advertising agency commits any material breach of the terms of this contract with IESTS or if found guilty of any malpractice in the performance of the contract.
- 22.3 If any charge-sheet is filed by the Competent Authority of the Government against the Advertising Agency or its company or Advertising agency is convicted by a criminal court on grounds of moral turpitude.
- 22.4 In the event of unsatisfactory service or failure on the part of the Advertising Agency or if the Agency shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable order given to him by IESTS in connection with work or shall contravene the provisions of the contract, IESTS 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 IESTS in consequence of such termination of the contract. The decision of IESTS in terminating the contract will be final and binding on the Advertising Agency.

23.0 FORECLOSURE OF CONTRACT

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

24.0 PERFORMANCE

IESTS 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 IESTS.

25.0 FORCE MAJEURE

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

26.0 CONCILIATION

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

27.0 PERFORMANCE ASSESSMENT

Based on the performance of the firm in terms of designing, spacing and other requirements the services will be continued / retained. Each release will be made against specific order released by the Institute. The firm has to submit a Performance Bank Guarantee of **Rs.50,000/- (Rupees Fifty thousand only)** in the form of Bank Guarantee valid for contract period plus two months. No interest will be given on such Guarantee after termination of contract.

SECTION-IV

INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY, SHIBPUR

ANNEXURE - I

**APPLICATION FORM FOR EMPANELMENT OF ADVERTISING AGENCIES
(Ref. Advt. No.)**

1. **Name of the Agency :**
2. Whether Proprietorship / Partnership / Pvt. Ltd. / Ltd. Co. :
3. Name of the Director / In-charge :
4. Name of the Contact Person :
5. Office Address (with Telephone/Fax/Email) –
(a) Head Office :

(b) Branch Offices :
6. Year of Establishment (attach proof) :
7. Registration No., if any :
8. Staff Strength (full time) :
9. Year in which INS Accreditation was given to the agency :
10. Validity period of INS Accreditation :
11. Service Tax Registration No. :
12. PAN No. :
13. Annual Turnover for last 3 years (alongwith documentary proof) :

2012-13	_____
2013-14	_____
2014-15	_____

14. Details of Client list (attach separate sheet) :

15. Are you on the panel of any educational institution having activities similar to that of the IEST, Shibpur ? If yes, give details (attach separate sheet, if required).

16. Details of Appreciation / Awards received by your Agency (if any) in Advertisement Campaigns (attach separate sheet, if required)

17. Bankers' Cheque / Demand Draft No. _____ dated _____ for Rs.10,000/- (Rupees Ten Thousand only) towards EMD and No. _____ dated _____ for Rs.1,000/- (Rupees One Thousand) only towards Tender Application Fee drawn in favour of the Registrar, IEST, SHIBPUR payable at Kolkata is enclosed.

Note : Documentary evidence may please be provided, wherever applicable, in the form of self-attested photocopies (Accreditation Certificate, Audit Reports, Acknowledgement of IT Return, Work Orders etc.)

DECLARATION

I _____ (name of the person) am authorized to declare on behalf of the agency _____ (name of the agency) hereby declared that all the statements made in this application are true, complete and correct to the best of my knowledge and belief. I understand that if at any stage, it is found that any information given in this application is false / incorrect or that our agency do not satisfy the eligibility criteria, our candidature / empanelment is liable to be cancelled / terminated.

I understand that the decision taken by the IESTS is final in all matters and agreed to work as per the terms and conditions rolled out by IESTS.

I understand that the IESTS reserves the right to accept or reject and to cancel the empanelment process and reject all expression of interest at any time prior to the award of the contract, without assigning any specified reasons whatsoever.

Signature of the authorized persons with Organization Seal

FORMAT OF PRICE BID

1. Firm's Name : _____
2. Full Postal Address : _____

3. PAN No. : _____
4. Current DAVP Rate Card of the Publication: (Please attach copies of rate card – edition wise).

Considering the DAVP rates, quote your rate in percentage with discount or service charge whichever is applicable. Service Tax as applicable will be paid extra.	<i>In Figures</i> _____ % below or above the DAVP rates	<i>In Words</i>
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Note: All Newspapers can directly quote separately by giving specific discount in Price Bid for direct agreement with IEST, Shibpur on maximum discount basis. Newspapers will be exempted for submitting the Performance Bank Guarantee.

SECTION-V
AGREEMENT ON ADVERTISING AGENCIES
AGREEMENT

This AGREEMENT made on this _____ day of _____
_____ IEST, Shibpur and having its office at
"Indian Institute of Engineering Science and Technology, Shibpur (hereinafter referred
as IESTS) of the ONE PART.

AND

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

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

A. GENERAL CONDITIONS:

- i. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Agency (the second party) for the services mentioned above shall be the employees of the Agency for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Agency and in no case shall a relationship of employer and employee between the said person(s) and the IESTS (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, IESTS, in case of any of the aforesaid acts on the part of the said person.
- iii. Tender document including the abridged NIT, terms and conditions, Annexure, specifications etc. shall form part of this agreement.

B. OBLIGATIONS OF THE AGENCY

- i. The Agency shall provide advertisement in News Papers for IEST, Shibpur on specific requisitions from the Director, IESTS or his authorized representative for advertisement at the requested News Papers mentioned in the requisition. .

- ii. It will be the responsibility of the Agency (the Second Party) to ensure collection of matter for publication from IESTS within a reasonable time after the intimation of the requirement of the advertising from IESTS.
- iii. Immediately after publication of the advt., the copy of the Newspaper wherein the advertisement appeared is to be submitted to IESTS.
- iv. In the case of failure of the Agency to deliver in time, the advertisement(s) to the print media(s) mentioned in matter for publication, the cost of the advertisement(s) [with taxes], if any, will not be paid to the Agency by the First Party.

C. OBLIGATION OF IESTS:

- i) Bills shall be raised by the Agency as per the quotes approved and executed in the agreement. Changes in retrospective revision of rates of Newspapers will not be entertained. The rates charged should be of the date of booking the advertisement. However, changes in rates of advertisement of newspapers may be considered on advance intimation and after communication of approval of Competent Authority.
- ii) Consolidated Bills shall be submitted by the Advertising Agency on regular basis to IESTS which shall be paid by A/c payee cheque after the receipt of consolidated correct bills with copies of Newspapers of editions, wherein advertisement is published. No advance payment shall be made to the Advertising Agency or at no point of time the Agency will ask for advance cash payment for advertisement(s).
- iii) Income tax deduction / statutory deductions as applicable shall be made from the bills of the Agency as per Govt. Rules / Acts.
- iv) Services tax, if applicable, shall be reimbursed by IESTS 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.
- v) The payment shall be made within 30 days from the submission of bills.

D. INDEMNIFICATION:

That the Agency shall keep the IESTS 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 IESTS is made party and is supposed to contest the case, the IESTS 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 IESTS on demand. Further, the Agency shall ensure that no financial or any other liability comes on IESTS in this respect of any nature whatsoever and shall keep IESTS 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, IESTS or the officer authorized by the Director, IESTS in this behalf for the purpose, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for a particular month will be imposed.

F. COMMENCEMENT AND TERMINATION :

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

For and on behalf of
IEST, SHIBPUR

For and on behalf of the Agency

WITNESS

1.

2.

WITNESS

1.

2.