TERMS & CONDITIONS GOVERNING ALLOCATION CONTRACT FOR
HANDLING APDCL, AEGCL, APGCL’S ADVERTISEMENTS

1. Pay Order / Demand Draft of Rs. 1000/- (Rupees one thousand) only along with the detailed Terms & Conditions governing the allocation of the Contract (can be downloaded from the website) have to be submitted by all the interested parties along with their applications. Parties not agreeable to the terms and conditions need not submit offers.

2. Advertisements copies released by the public relations officers of APDCL, AEGCL and APGCL, Paltanbazar, Guwahati-1 shall have to be collected daily (on working days) during office hours by a messenger of the Agency / Agencies appointed. There is no guarantee that release would be issued on each day.

3. Though all Tenders/Quotations/Notices etc. of APDCL, AEGCL & APGCL will be published through the Advertising Agency / Agencies appointed but emergency notices like shutdown notices, power cut notices etc. may be released by the PRO directly to the Newspapers for immediate publication with intimation to the Advertising Agency. For all such release, the Agency concerned will get the release order regularized with the concerned newspapers to enjoy commission for the newspapers.

4. The Agency / Agencies so appointed would ensure that the advertisements released through them must be published in the newspaper(s) within the date specified. If the Tenders/Notices could not be published in due date, due to negligence or otherwise, the same should be published in the subsequent date at their cost.

5. No extension of dates for publication of such Notices/Advertisements would be allowed. Failure to publish such Notices/Advertisements would amount to rendering unsatisfactory service and would make the contract liable for termination.

6. The Agency / Agencies appointed would charge the prevailing DIPR rates for local Newspapers and commercial rates for National Newspapers approved by APDCL, AEGCL & APGCL. The Agency / Agencies would not be entitled to any other charges that may accrue in course of publication of advertisements. No commission, postage, telegraphic fax charges, e-mail charge, photo type setting, DTP charges and identical expenses etc. will be chargeable.

7. The Agency / Agencies will have to deposit Rs 200000.00 (Rupees Two lakhs) only in the form of NSC / Bank Draft pledged to the Chief General Manager (F&A), APDCL, Bijulee Bhawan, Paltanbazar, Guwahati – 781001 as security on being empanelled and this amount will be released after expiry of the contract period / termination and financial transitions on advertisement account.

8. The Agency / Agencies so appointed would submit bills in triplicate supported by voucher copies of the whole page, and these bills would be verified by the PRO and send to the Accounts Section of the concerned Company & Corporation for numerical verification and payment.

9. No claim for interest will be entertained for delay in payment of any bill submitted by the Agencies so appointed.

10. The PRO would call for the original bill (s) of Newspapers if he feels necessary in connection with verification of bill (s) for advertisements published.

11. The text of all the advertisements would be printed only in 8pt type in display and advertisement column (minimum space x2 col) unless otherwise specified in the release order. The by-line
(Tender / Quotation Notice No.) below the title of co. / corporations logo should in no case be printed in types other than 10pt. bold.

12. The Agency / Agencies would get all advertisement copies photo set at their cost and send only such copies to the Newspapers for publication. Advertisement text must be composed with least gap between lines.

13. Agency / Agencies so appointed would immediately intimate the empanelled Newspapers all the conditions from 10 to 12 and ensure that the conditions are fully and diligently implemented.

14. All disputes and differences arising out of these terms & conditions shall, failing amicable settlement, be referee for adjudication by an Arbitrator appointed by APDCL, AEGCL and APGCL and the Arbitration proceeding shall be conducted in accordance with the conciliation and Arbitration Act, 1996 or any statutory modification / amendment thereon. The venue of such arbitration shall be Guwahati.

15. The Agency / Agencies so appointed shall execute a deed of Agreement containing the terms & conditions in non judicial stamp paper worth Rupees fifty only. The initial period of Agreement will be for a term of two years.

16. The intending Agency may specify the discount to be offered by them if any.

17. The contract so executed with the Advertising Agency / Agencies shall be effective from the date of execution of Agreement. In case the Agency’s service and performance is unsatisfactory, the Agency / Agencies will be terminated with 45 (forty-five) days notice.

18. The Agency / Agencies should have well established office with sufficient staff for typing, designing, etc. by computer within accessible locality. There should also be qualified staff to manage the various Events of the Company / Corporations held at different times in a year. The Agency / Agencies should also be equipped to handle the Media relations of the Company / Corporations with all the local News Channels and Newspapers.

19. The Agency / Agencies must have last three years Trade License issued by the competent authority like GMC and others.

20. The Agency / Agencies must have its registered office or branch office within the state of Assam (preferably in Guwahati).

21. The Agency / Agencies should have valid VAT registration from GOA.

22. The Agency / Agencies must also furnish the documentary proof of its financial status, at least last 3 years audited balance sheet, orders executed in the past 3 years, along with application.

Canvassing directly or indirectly will be a disqualification.

APDCL reserves the right to empanel the advertising agencies as deemed fit.

Public Relation Officer
APDCL/AEGCL/APGCL
Bijulee Bhawan, Paltanbazar, Guwahati - 1

23-06-15