

Intelligent Communication Systems India Limited.  
(A Govt. of India Enterprise)  
Administrative Building  
Above Post Office, Okhla Phase-III,  
New Delhi – 110020 (India)

**Tender for Supply of Office Stationery and Printing items for ICSIL**

**Tender No: ICSIL/04B/141/STATIONERY/VOL-I/16-17.**  
**Issued on: September 28<sup>th</sup>, 2017**

Issued By:

**Administration Division**

Second Floor,

Fax: +91 (11) 26830347

Tel: +91 (11) 26929051

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Visit us at <http://www.icsil.in>

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## SECTION- 1

**NOTICE INVITING TENDERS**

ICSIL invites offline eligible registered firms/organizations for Supply of Office Stationery and printing items to the office of ICSIL- Administrative Building, 1st Floor, Above Post Office, Okhla Industrial Estate, Phase-III, New Delhi - 110020.

Further detail has been given in the Tender Document which may either be downloaded from the ICSIL website: [www.icsil.in](http://www.icsil.in) complete tender documents are also available on ICSIL's website, address given below:

Further details/clarifications, if any, can be had from O/o Sh. Nikhil Singhal on any working day at the following address:

**INTELLIGENT COMMUNICATION SYSTEMS INDIA LTD.**  
**Administrative Building, 1st Floor, Above Post Office Industrial**  
**Estate, Phase-III, New Delhi -110020**  
**PH. 011-26929051, 26830338**  
**FAX. 011-26830347**  
**E-MAIL: [quotations@icsil.in](mailto:quotations@icsil.in)**

Name of the Project Work	<b>Supply of office stationary and Printing</b>
Ref No Date	<b>ICSIL/04B/141/STATIONERY/VOL-I/16-17 18-07-2017</b>
Availability of RFP document	Website of ICSIL i.e. <a href="http://www.icsil.in">www.icsil.in</a>
Earnest Money Deposit	RS 18000/- (Rupees Eighteen Thousand only in the form of Demand Draft / Bankers's Cheque in favor of "Intelligent Communication Systems India Ltd," New Delhi
Date of issue of RFP documents	28-09-2017
Nature of Bid Process	Offline Submission
Bid Part	Two Bid System
Contact Person for seeking clarifications through e-mail with last date & time	Mr. Nikhil Singhal ( <a href="mailto:quotations@icsil.in">quotations@icsil.in</a> ) By 10/10/2017 05.00 PM
Email id for clarifications	<a href="mailto:quotations@icsil.in">quotations@icsil.in</a>
Last date and time for submission of Proposal	19-10-2017 at 03.00 PM
Date and Time of opening of RFP	19-10-2017 at 03.30 PM
Date and time of opening of Financial Bid	To be inform later on

**Eligibility Criteria:**

The bidder shall fulfil the following Eligibility Criteria:

1. The bidder should be registered agencies registered under Indian Registration Act 1908 / Indian Partnership Act 1932/ Companies Act 1956, providing similar kind of work for Last three years. copy of Partnership Deed in case of Partnership Firm/ Articles of Association (in case of registered firm)/ Certificate of Incorporation
2. The bidder should have its office (head office/ regional/Branch Office) in Delhi/NCR.
3. The bidder should submit copy of Income Tax/GST /PAN (Attach copy).
4. A self-undertaking that the bidder has not been black listed and debarred on the basis of FIR lodged against him or any other fault connected with their services by any department/autonomous body/PSU of the Central/State Government/ Private or any agency in India. Self-declaration to that effect should be submitted undertaking on a non judicial stamp paper of Rs 100/- certified by Notary along with the technical bid
5. Bidder must not have been at any time declared as insolvent or convicted for any offence.
6. Minimum Average Annual Financial Turnover during the last three years, ending 31<sup>st</sup> March 2017, should be at least 5 Lakhs.  
  
(Please submit CA certified Annual Report (Audited Balance Sheet and Profit & Loss Account) for the last three financial years).
7. The Bidder should have Experience of having successfully completed similar work to Govt. of India/ Delhi Govt./PSUs/Banks etc. during the last 3 years ending 31<sup>th</sup> August 2017 as below:-
  - Two similar work/supply orders consisting not less than the amount of Rs. 4 lacs each.
  - Or
  - One similar work/supply orders consisting not less than the amount of Rs. 6.5 lacs.

Similar Work means “Supply of Stationary items & printing items”

(Please submit copy of Work/Purchase Order and Satisfactory Completion Certificate from the Client).

8. Power of Attorney in favour of person authorized to sign the tender document.
9. EMD to be paid by Demand Draft or Bankers’s Cheque of Rs.18,000/- should be in favour of “**Intelligent Communication Systems India Ltd.** as Bid Security. Tenders without Earnest Money are liable be rejected.
10. MSE’s having UDYOG Aadhar Memorandum and Micro & Small Enterprises (MSE’s) registered with the NSIC/MSME are exempted from submission of EMD/Bid Security Deposit on production of requisite proof in the form of valid certification from NSIC / MSME for the tendered items/services.

**Note:** Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

- Please note that official procurement/downloading of Tender document from ICSIL Website [www.icsil.in](http://www.icsil.in) is mandatory.

For any clarification following officers may be contacted:

**Contact Information:**

ICSIL Contact person - Sh. Nikhil Singhal,  
Telephone: 011-2692 9051, 2683 0338  
E-mail ID: [quotations@icsil.in](mailto:quotations@icsil.in)

The price Offers of only those parties who qualify in the first stage i.e. Techno Commercial shall be opened at time and date to be notified separately.

ICSIL reserves the right to accept or reject any or all the tenders without assigning any reason

FINANCIAL BID:

1. The financial bid shall specify the rates / prices in the format shown in the financial bid/price schedule

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**INSTRUCTIONS TO BIDDERS****2.1 INTRODUCTION (DEFINITIONS)**

- i. This “Purchaser” means Intelligent Communication Systems India Ltd. (ICSIL)
- ii. “Bidder” means the individual or firm who participates in this tender and submits its bid.
- iii. The “Goods” means all the material which the supplier is required to supply to the Purchaser under the contract.
- iv. “Letter of Intent” means the communication of the intention of the purchaser to the bidder for the purchase of goods as per Purchase Order read with bid documents.
- v. “Purchase Order” means the order placed after issue of Letter of Intent by the purchaser on the supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. It along with the Letter of Intent and bid documents constitutes the contract.
- vi. The “Contract Price” means considerations payable to the supplier under the Purchase Order for the full and proper performance of its contractual obligations.
- vii. “The Supplier” means the individual or firm supplying the goods under the contract.

**2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER**

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

**2.3 AMENDMENT TO BID DOCUMENTS**

- i. At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.
- ii. The amendments will be notified in writing or by telex or fax to all prospective bidders who have received the bid documents and these amendments will be binding on them.

**2.4 EXTENSION OF TIME**

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

**2.5 EMD (Earnest Money Deposit)**

- i. The Earnest Money Deposit (EMD) of Rs. 18,000 /- is required to be deposited by Demand Draft or Banker’s Cheque in favour of “Intelligent Communication Systems India Ltd.” payable at New Delhi.
- ii. The EMD of the unsuccessful bidder will be discharged/ returned as promptly as possible without any interest.
- iii. Tenders received without EMD shall be summarily rejected.
- iv. The EMD may be forfeited, if at any point of time it is found that the bidder has made a statement which is factually incorrect/wrong or if the bidder doesn’t fulfil any of the contractual obligations, ICSIL may take a decision to cancel reject/terminate the contract with immediate effect, forfeit the EMD deposited by the bidder.
- v. The EMD of the successful bidder will be returned after submission of Performance Bank Guarantee as defined in this Tender Document and obtaining confirmation thereof from the issuing bank in acceptable form.
- vi. No interest is payable on EMD.
- vii. In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

**2.6 VALIDITY PERIOD OF BID**

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The bid security provided under clause 8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

**2.7 DEADLINE FOR SUBMISSION OF BID**

Bid must be submitted Offline and not later than the date and time specified in the NIT.

**2.8 LATE BID**

Any bid received late by the Purchaser after the deadline for submission of the bid shall be rejected and returned un-opened to the bidder.

**2.9 MODIFICATION AND WITHDRAWAL OF BIDS**

- i. The bidder may modify or withdraw his bid provided that written notice of modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- ii. No bidder may modify or be allowed to withdraw bid subsequent to the deadline for submission of bids.

**2.10 OPENING OF TECHNICAL BIDS (PART-1)**

- i. The Purchaser shall open the Technical Bid (Part-1) in the presence of authorized bidder's representatives who choose to attend at date and time specified in the NIT. The bidder's representative who is present shall sign the Attendance Register.
- ii. The date fixed for opening of bids, if subsequently declared as holiday by the ICSIL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

**2.11 CLARIFICATION OF BIDS**

- i. To assist evaluation and comparison of the bids. The Purchaser may at its discretion ask the bidder for clarification of the it's bid. The clarification and response from bidder shall be in writing.
- ii. The Purchaser does not bind himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender and altering the quantities offered and tenderer shall supply the same at the rate quoted.

**2.12 TECHNICAL EVALUATION**

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- i. The Purchaser shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Purchaser shall carry out detailed evaluation of the substantially responsive bids. The Purchaser shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.
- ii. Arithmetical error shall be rectified on the following basis :-

- a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.
- b) In case of discrepancy between words and figures, the amount in words shall prevail.
- iii. A bid determined as substantially non-responsive shall be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non conformity.
- iv. The Purchaser may waive any minor informally or non-conformity or irregularity in the bid which does not constitute a material deviation.
- v. The technical evaluation will be done for only those bidders who qualify the eligibility criteria as mentioned in this tender.
- vi. Evaluation Committee set up by ICSIL will carry out a detailed evaluation of the Techno-commercial Bids received by it in order to determine whether they are substantially responsive to the requirements set forth in the bid.
- vii. When deemed necessary, ICSIL may seek clarifications on any aspect of the participant firm. However, that would not entitle the participant to change or cause any change in the substance of the offer submitted or price offered. This would also not mean that the bid has been accepted.
- viii. The financial bid of such firms only would be evaluated, who are shortlisted based on techno-commercial evaluation. However, other terms and conditions in this document would also be kept in view.

### **2.13 FINANCIAL EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE TECHNICAL BIDS.**

- i. ICSIL shall shortlist those who are eligible and submitted substantially responsive technical bids for opening of financial bid. Successful bidders would be called to attend opening of financial bids. The financial bids of unsuccessful bidders would not be opened.
- ii. Where there is discrepancy between amounts in figures and in words, amount in words will govern;
- iii. Evaluation will be done for each item separately.
- iv. The item wise total cost indicated in the Price Bid shall be considered for this purpose. It is however clarified that cost of each item quoted will be the factor for such determination.
- v. The evaluation of the ranking shall be carried out on the landed price of goods offered inclusive of all taxes.
- vi. The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case.
- vii. ICSIL shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.
- viii. The bidder who has the lowest financial price would be termed as L1 for that particular item. The bidder quoting as second lowest would be L2 and so on.
- ix. All qualified bidders and their item wise price is more than L1, All of them will be asked to match the L1 price of item wise.
- x. If the bidder does not match the L1 price, then Item wise lowest bidder shall consider for the purpose of ordering.
- xi. ICSIL reserves the right to accept any offer, and to cancel/abort the process and reject all offers at any time prior to award of Contract, without thereby incurring any liability to the affected firm or agencies, of any obligation to inform the affected firm or agencies of the grounds for ICSIL's action and without assigning any reasons.

### **2.14 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

### **2.15 POST BID CLARIFICATIONS**



No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

## **2.16 OPENING OF FINANCIAL BID**

Financial Bids of only those bidders will be opened whose Technical Bids are found to be qualified and acceptable to ICSIL. Bidder's representative may attend the Financial Bid opening. The qualified parties shall be notified with the date, time & venue of the opening of the Financial Bid.

## **2.17 NOTIFICATION OF SUCCESSFUL BIDDER**

- i. Prior to the expiration of the bid period, ICSIL will notify the successful bidder in writing by registered letter or email, to be confirmed in writing by registered letter that its bid has been accepted.
- ii. Upon successful bidder furnishing of Performance Guarantee, the ICSIL will notify each successful bidder and will discharge its bid bond.

## **2.18 ISSUE OF LETTER OF INTENT**

- i. The issue of Letter of Intent/Work Order shall constitute the intention of the ICSIL to place the Work Order with the successful bidder. Time schedule will commence from LOI date. ICSIL may place Work Order in place of Letter of Intent.
- ii. The bidder shall give its acceptance within 15 days of issue of Letter of Intent along with Performance Guarantee in conformity with the bid documents.

## **2.19 CANCELLATION OF LETTER OF INTENT**

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the TENDER NO. : cancellation of the acceptance of bid and forfeiture of the bid bond, in which case ICSIL may make the offer to any other bidder at the discretion of the ICSIL or call for new bids.

## **2.20 SUBMISSION OF BID**

- i. **The following shall be accepted in physical form:**
  - EMD in the form of Demand Draft/Bank Guarantee.
  - Copy of Certificate issued by MSME /NSIC.
  - Original Bid Submission Form.
    - Certificate of Registration of firm/Incorporation Certificate /Partnership Deed (Attach attested copy).
    - Copy of PAN No. , Copy of TAN (Attach attested copy)
    - Copy of GST No. (Attach attested copy)
    - Self under taking that the bidder has not been blacklisted and debarred., declaration as insolvent or convicted for any offence
    - Audited Balance Sheet
    - Copy Work order / Completion certificate from client.
    - Compliance statement
    - Copy Power of Attorney.
    - EMD Particulars./ Scanned Copy of Valid certificate from NSIC / MSME for the tendered items.
    - Documentary proof of Head office/Operating/ Branch office in Delhi/NCR.

The financial bid shall specify the rates / prices in the format shown in the financial bid/price schedule.

The bidder is requested to submit documents offline (i.e. physically) either in the Tender Box kept in ICSIL office, New Delhi-110 020 or by post to as reach ICSIL before the due date & time of submission in a Sealed Envelope, the envelope shall bear, the Tender No. & Description

and the words „DO NOT OPEN BEFORE“ (due date & time) and the same envelope must contain EMD and Technical Proposal in different sealed envelope with heading and Technical proposal.

## **2.21 BIDDERS ELIGIBILITY AND QUALIFICATIONS**

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to supply the material. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the goods offered.

## **2.22 VENUE OF TENDER OPENING:**

Tender shall be opened in ICSIL office, New Delhi-110020 at the time on the due date mentioned in the N.I.T. If due to administrative reason the venue of Bid opening is changed it will be duly displayed.

## **2.23 Other Instruction:**

- a. The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.
- b. Any effort by the bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid
- c. After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process
- d. All the documents submitted in the bid must be legible and self attested. Otherwise the bid is likely to be rejected.
- e. The selected bidder should sign an agreement with the Intelligent Communication Systems India Ltd.(ICSIL).
- f. Rates quoted should be valid for one year from the date of signing of the contract.
- g. The details as called for in the bidding documents shall be filled and completed by the Bidders in all respect and shall be submitted with requisite information.
- h. The bidding document that is downloaded shall be submitted on-line as per the procedure stipulated in the website. The bidding document shall not be transferred to any other agency.
- i. Although all details presented in this bid documents have been complied with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
- j. ICSIL shall be free to engage in discussions or negotiations with the bidder concerning the terms of their respective bids at all time prior to execution by both parties of the Contract.
- k. Bidders are requested to examine the Stationery and other items in respect of which examination of the samples is required before quoting the rates.
- l.

**-END OF SECTION 2-**

**SECTION – 3****TERMS & CONDITIONS OF THE CONTRACT****3.1 Price Basis**

The price should be quoted on F.O.R ICSIL.

Quoted price shall be inclusive of all taxes However, tax implications should be shown separately in the quote. In case GST is charged, Tax Invoice shall be given by the supplier.

The Prices shall be on rate contract basis and shall remain firm and fixed for a period of One year from the date of purchase order. However, if there is any change in GST rate during the tenure of the Rate Contract, the applicable GST will be paid at actual against Tax Invoice.

Single order will be released initially but delivery shall be taken in phased manner / in parts as per requirements. Quantities indicated in the tender are indicative and is subject to variations.

**3.2 Payment Terms**

- a. The Successful bidder submits the bill duly authenticated by authorized representative.
- b. Payment against Bill / Invoice shall be released only after execution of the supply order and the quality of the items are found to the satisfaction of ICSIL within 15 days from the date of receipt of Bill of material. Payment will be made direct to the supplier through E-payment/A/c payee cheque only. For this purpose, the vendor/contractor shall provide his bank details.
- c. The vendor will submit a copy of Proof of Delivery duly signed by the Concerned Manager, with his name, date of delivery, designation and office seal, legibly recorded, should reach ICSIL office, New Delhi.
- d. 100% Payment shall be made on receipt of the goods against certificate of acknowledgement that the goods have been received in good condition. No payment will be made for goods rejected.
- e. No request for other mode of payment will be entertained. No advance payment will be made in any case.

**3.3 PERFORMANCE SECURITY**

- a. Within 10 days of the supplier's receipt of Letter of Intent (LOI)/P.O, Supplier shall furnish Performance Security for the amount of 10% of the contract/P.O value.
- b. The proceed of the Performance Security shall be payable to the Purchase as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- c. The Performance Bond shall be in the form of Bank Guarantee issued from a Branch of scheduled bank situated in Delhi and in the form provided by ICSIL.
- d. The Performance Bond will be discharged by the Purchase after completion of the supplier's obligations including any warranty obligations under the contract.
- e. The PBG shall be valid up to a period of 60 (Sixty days) beyond the date of completion of service period.

**Note:**

- All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee (PBG) shall be borne by the bidder. If the project implementation period is delayed, the PBG shall be extended by the bidder for such additional duration.
- The performance bank guarantee may be discharged/ returned by ICSIL upon being satisfied that there has been due performance of the obligations of the bidder under the agreement. However, no interest shall be payable on the performance bank guarantee.

**3.4 Liquidated Damages**

In case materials are not supplied by the vendor as per Delivery Schedule of ICSIL, LD shall be recovered @2% per week of the value of delayed supplies subject to maximum of 10% of total order value.

**3.5 RISK PURCHASE**

- a. In the event of Supplier's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserve the right :
  - i. To reject any part of the Contract executed and withhold payment for such portion of the Contract till such time, the defects are rectified to the satisfaction of the Purchaser.
  - ii. To terminate the Contract by giving 30 days notice in writing without assigning any, reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

**3.6 Delivery Schedule:**

- a. The requirement is for one year but the supply shall be staggered as per our requirement.
- b. The supplier has to report to the In-charge of stationery section by 7<sup>th</sup> of every month to enquire about our requirement for the month & take delivery schedule for the month.
- c. The supplier is required to supply the stationery items within a period of 2 (Two) weeks from the date of issue of delivery schedule.
- d. However, ICSIL reserves the right to change the schedule of supply depending upon their urgent requirement. In case, the firm fails to supply the required quantity within 1 (one) week from the receipt of delivery schedule, the material will be procured from other sources and the difference of cost, if any, will be recovered from Performance Bank Guarantee(PBG).
- e. The Inspection Team of ICSIL shall inspect the items on receipt to examine whether the items supplied are in conformity with the sample approved in terms of quality, size, colour, shade, etc before issuance of the same to the officers/ staff of the ICSIL.

**3.7 WARRANTY**

The Supplier shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contract protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect goods are faulty. This warrantee shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date; 12 months after supply the goods have been taken over.

**3.8 Paving Authority**

MANAGER (F&A)  
ICSIL, Okhla Phase -3  
NEW DELHI-110020.

**3.9 Period of Contract**

- a. The period for the contract for one year from the date of Issue of the LOI/WO, this can be extended maximum up to Three Years through mutual consent after review agencies performance at end of each year. In case of extension of empanelment, the empanelled agency will re-validate the Security Deposit/Bank Guarantee for the extended period.
- b. ICSIL reserves the right to allocate the assignments to any of the empanelled firms such that the assignments are distributed equally. No representation will be entertained in this regard.
- c. The purchase order will be made on as per the requirements.

**3.10 Bill of Quantity (BOQ)**

- a. The details of items, Make & Brand and the Estimated Quantity shall be as provided by Admin. Division. BOQ is to be for the period 2016-17 However ICSIL reserves the right to extend the contract for further

period of one year at the same rates, terms and conditions of the initial contract.

- b. The quantity shown in the BOQ is the Annual requirement and is purely indicative. The quantities may vary as per the actual requirement. The items for which no Brand is specified and is mentioned as “As per ICSIL sample” the bidder is required to submit sample of the offered products along with the Techno Commercial Bids

### **3.11 Make & Brand**

- a. The details of items, Make & Brand and the Estimated Quantity shall be as provided by Admin. Division. BOQ is to be for the period 2015-16 However ICSIL reserves the right to extend the contract for further period of one year at the same rates, terms and conditions of the initial contract.
- b. The quantity shown in the BOQ is the Annual requirement and is purely indicative. The quantities may vary as per the actual requirement. The items for which no Brand is specified and is mentioned as “As per ICSIL sample” the bidder is required to submit sample of the offered products along with the Techno Commercial Bids.

### **3.12 STANDARDS**

The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications.

### **3.13 PATENT RIGHTS**

The Supplier shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trade mark or industrial design rights arising from the use of goods or any part thereof.

### **3.5 INSPECTION AND TESTS**

- 3.5.1 The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The Purchaser may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests and Purchaser requires and where they are to be conducted. Where the Purchaser decides to conduct such tests on the premises of the supplier, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods fail to conform to the specifications, the Inspector may reject them and the supplier shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.

- 3.5.2 Notwithstanding the pre-supply tests and inspections, the material on receipt in the Purchaser’s premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Purchaser.

If any material before it’s taken over is found defective or fails to fulfill the requirements of the contract, the Inspector shall give the supplier notice setting forth details of such defects or failure and the supplier shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 2 months of the initial report. These replacements shall be made by the supplier free of the all charges at site.

- 3.5.3 As regards Inspecting Authority and other details please refer to Special Condition of the Contract (Section-4).

- 3.6.1 If it becomes necessary for the supplier to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment s replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the

supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.

- 3.6.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

### **3.7 CHANGE ORDERS**

- 3.7.1 The Purchaser may at any time by written order given to the supplier make changes within the general scope of the contract in any one or more of the following:-

- a) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the Purchaser.
- b) Method of transportation or packing.
- c) Place of delivery.
- d) Services to be provided by the supplier.

- 3.7.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

### **3.8 SUB-LETTING**

The bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

### **3.9 ARBITRATION**

- 3.9.1 In the event of any dispute arising between ICSIL and the Supplier in any matter covered by this contract or arising directly or indirectly therefrom or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Chairman & Managing Director, ICSIL who may himself act as sole arbitrator or may name as sole arbitrator an officer of ICSIL notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Act shall apply to such arbitration. The supplier expressly agrees that the arbitration proceedings shall be held at New Delhi.

- 3.9.2 In case any supplier wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the Jurisdiction.

### **3.10 RESOLUTION OF DISPUTE**

- 3.10.1 If any dispute arises between the Parties hereto during the subsistence of thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Contract or regarding a question, including the questions as to whether the termination of the Contract by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days, given 15 days notice thereof to the other Party in writing.

- 3.10.2 The place of the arbitration shall be New Delhi, India.

- 3.10.3 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.

- 3.10.4 The proceedings of arbitration shall be in English language.

(a)

**3.12 APPLICABLE LAWS**

- 3.12.1 This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court and to all Courts having jurisdiction in appeal therefrom.
- 3.12.1 Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The parties to the contract shall continue to fulfil their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

**3.13 GENERAL LIEN**

Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Company shall be entitled to recover such sum by appropriating in part or in whole the Security Deposit of the Supplier, if a Security is taken from the Supplier. In the event of the Security being insufficient or if no Security has been taken from the Supplier, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the Supplier under this or any other contract with the Company. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Company on demand the remaining balance due.

**3.14 PACKING**

The supplier shall ensure that the Goods/Equipment is securely and adequately packed to ensure safe arrival at the destination fully withstanding all hazards such as rough handling etc. during transit.

**3.15 INSURANCE:**

The equipment shall be got insured by the supplier upto the time it is delivered to the consignee. The supplier will be responsible, till the entire quantity of stores ordered, for arrival in good working condition at destination is received by the consignee. The consignee will immediately but not later than the prescribed period of insurance or arrival of the stores at the destination notify the supplier of any loss/damage to the stores that may have occurred during transit. The period of insurance cover will be indicated by the supplier to the consignee/Paying authority. In case of any loss/damage during the transit, the case will be lodged by the supplier with the concerned authority on receipt of report from the consignee/paying authority.

**3.16 REPLACEMENT OF DEFECTIVE EQUIPMENT:**

- a. If any equipment or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted ICSIL shall give the supplier a notice setting forth details of such defects or failures and the supplier shall forthwith arrange to set right the defective equipment or replaced the same by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one months from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the supplier free of cost. Should the supplier fails to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and replaced the same at the cost of the supplier. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier against this purchase order.
- b. If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the supplier for such loss or defective equipment and the supplier shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

**3.17 FORCE MAJEURE**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (herein after referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist. In case of any dispute, the decision of CMD, ICSIL, shall be final and conclusive, provided further that if the performance in whole or part of any Obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the purchaser may deem, fit except such material, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

### **3.18 TERMINATION FOR DEFAULT**

- 3.18.1 Without prejudice to any other remedy available for the ICSIL for any other remedy, the purchase order / contract will be liable for termination in part or whole if bidder fails to fulfil any of its obligations under the contract. ICSIL will give 2 weeks' notice to bidder before terminating the contract.
- a. The supplier fails to deliver any or all the goods/items within the time period(s) specified in the P.O., or any extension thereof granted by the purchaser;
  - b. If the Successful Bidder fails to perform any other obligation(s) under the Contract.
  - c. ICSIL reserve the right to reject/cancel/terminate work order awarded to bidder in case of unsatisfactory services/work as per the requirement of ICSIL will not release any payment to the bidder/agency/vendor in this particular case.
  - d. If supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the ICSIL may authorize in writing) after receipt of the default notice from the ICSIL.
- 3.18.2 In the event the purchaser terminates the contract in whole or in part pursuant to above Para the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.
- 3.18.3 If it is found that items are fake or of substandard quality and not conforming to the required specifications, the firm, will not have to replace the fake/substandard items with genuine ones but they will also be liable to be cancel.
- 3.18.4 If the selected bidder/firm does not supply the items/ does not make available within the stipulated period as may be indicated by the Purchaser, the Purchaser reserves the right to arrange the supply from another firm and the bidder will have to reimburse the additional expenditure.

### **3.19 TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

### **3.20 ADD ON/REPEAT ORDER**

ICSIL reserves the right to place Add on/Repeat order for additional quantity upto 25% of the original order quantity at the same rate and term & conditions of the purchase order within one year from the date of issue



of purchase order.

**3.21 COURT JURISDICTION**

The contract shall be governed by Indian laws and courts at Delhi/New Delhi will have jurisdiction to entertain any dispute or claim arising out of this tender.

**3.22 PENALTY**

The contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the ICSIL. The contractor shall agree that the penalty @ one percent (1%) of the P.Os shall be imposed for each week of delay in delivery with reference to the delivery period given if he fails to deliver the same within the specified period mentioned in purchase order to maximum extent of 5% and penalty of 10% of P.Os shall be imposed for any substandard (inferior quality) / incomplete supply along with cancellation of work order.

**3.23 OTHERS TERMS & CONDITIONS**

- a. Quantity given in the financial bid is approximate. It may likely to vary.
- b. The selected bidder should sign an agreement with the Intelligent Communication Systems India Ltd. (ICSIL)
- c. ICSIL reserves the right to accept/reject any or all the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever.
- d. ICSIL reserves the right to award the contract to more than one Bidder.
- e. ICSIL reserves the right to relax/withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
- f. If a firm after award of the contract violates any of the terms and conditions, fails to honour its bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for a suitable period. EMD/performance security shall be forfeited.
- g. Rates quoted should be valid for one year from the date of signing of the contract. Bids quoting the rates valid for periods less than one year will be considered non responsive.
- h. The items (wherever applicable) shall be supplied in original packing from the manufacturer clearly indicating quality no., name of company, manufacturing date & Price. The supply shall be completed as prescribed in Purchase Order.
- i. The bidders will be bound by the details furnished by him / her to ICSIL, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

**- END OF SECTION 3 -**

**SECTION- 4****Scope of Work****1. Scope of Work**

- a. The supplier is required to supply the stationery items within a period of 2 (Two) weeks from the date of issue of delivery schedule.
- b. The supplier has to report to the In-charge of stationery section by 7<sup>th</sup> of every month to enquire about our requirement for the month & take delivery schedule for the month.
- c. The Inspection Team of ICSIL shall inspect the items on receipt to examine whether the items supplied are in conformity with the sample approved in terms of quality, size, colour, shade, etc before issuance of the same to the officers/ staff of the ICSIL.
- d. The items (wherever applicable) shall be supplied in original packing from the manufacturer clearly indicating quality no., name of company, manufacturing date & Price. The supply shall be completed as prescribed in Purchase Order.
- e. The period for the contract for one year from the date of Issue of the LOI/PO, which can be extended maximum up to Three Years through mutual consent after review agencies performance at end of each year. In case of extension of empanelment, the empanelled agency will re-validate the Security Deposit/Bank Guarantee for the extended period.
- f. The purchase order will be made on as per the requirements.
- g. The supplier, on award of the contract should execute an agreement with ICSIL incorporating the above terms and conditions.

**- END OF SECTION 4 -**

**SECTION- 5**  
**Specifications**

S. No.	ITEMS	MAKE /BRAND	Compliance
1	Ball Pen	Cello Finegrip	
2	Ball Pen	Reynolds	
3	Ball Pen	UB-150	
4	Pilot Pen	UB-150	
5	GEL PEN	MONTEX	
6	Highlighter	Luxor	
7	Permanent Marker	Luxor (No. 960)	
8	Packet of White Board Marker including Dustor (In required colors)	Reynolds	
9	Pencil	Natraj(621-HB)	
10	Pencil Sharpener	Natraj (No -621)	
11	Pencil Eraser	Natraj (621- HB)	
12	Gem Clips – 26 mm	100 Rolex Trangular Clips	
13	Binder clip 19MM Clip	SDI	
14	Binder Clip 25 MM Clip`	SDI	
15	Binder Clip 32 mm Clip`	SDI	
16	Binder Clip 41 mm Clip`	SDI	
17	CALCULATOR	CITIZEN	
18	Pin Up Magnetic 2035 Super Quality	Kebica	
19	Despatch Register of 580 pages 8QR	Saraswati	
20	Letter Receipt Register of 580 pages 8QR	Sarswati	
21	Ruled Register 2 qr (192 pages)	Lotus Platinum	
22	Ruled Register 4 qr (384 pages)	Lotus Platinum	
23	LB REGISTER	NEELGAGAN	
24	Slip Pad (No.33) each Pad of 80 Page (40 Sheet)	Neelgagan	
25	Spiral pad No. 99 (80 Pages)	Neelgagan	
26	Photocopier Paper (A-3 Size)	Century Brand 75 GSM Company Pack	
27	Photocopier Paper (F/S)	Century Brand 75 GSM Company Pack	
28	Photocopier Paper (A/4 Size )	Century Brand 75 GSM Company Pack	
29	Note sheet pad Green F/S 80 gsm each pad of 100 sheet	Balapur AAA	
30	Color Flag (Page Maker) 1”X3” each color flags	PM 313805 de’smat of 240 leaf	
31	Post- it Slip Pad 3X5	3M	
32	Post- it Slip Pad 2X3	3M	
33	Post- it Slip Pad 3X3	3M	

S. No.	ITEMS	MAKE /BRAND	Compliance
34	Glue Stick –15 gm	Fevistic	
35	Cello tape each of 1"x 65" Mtr of each roll	Miracle	
36	Cello tape each of 1/2"x 09" Mtr of each roll	Miracle	
37	Correcting Pen (10 ML)	Kores	
39	Plastic Scale	Neelgagan No. 35	
40	Paper cutter	Kebica XKB-65	
42	Stapler pin 10- 1m /1000 staples each packet	Max	
43	Stapler No 555	Kangaroo	
44	Stapler Pin No. 3-1M/1000 each Packet	MAX	
45	Green File Tags (18") (100 tag per bundle)	As per ICSIL Sample	
46	Cobra File Covers with front & back cover printed inside & outside in Hindi & printed Company's address with green tags as per our sample.	As per ICSIL Sample	
7	ICSIL:Letter Heads 100 GSM 8.25"x11.75" (cut size) Super Sunshine (Bilt)Better than Executive Bond (4 colour)	As per ICSIL Sample	
48	Yellow Envelope: Size : 9.50" x 11.5"	As per ICSIL Sample	
49	Yellow Envelope: Size :12" x 16"	As per ICSIL Sample	
50	White Envelope: Size :4.75" x 12"	As per ICSIL Sample	
51	Receipt book : Size :4"x7" No. of pages 50x3 (1+2) (150 leaves in each)Paper spec. 60 GSM ledger paper Printing : Single Colour all through (S.No. ....to.....)	As per ICSIL Sample	
52	File Cover (Spring File.No. 888)	As per ICSIL Sample	
53	Plastic Folder (L-shapes A/4 size with printed company's address in Hindi & English (RF102)	Miraco Marble (as per our Sample displayed)	
54	Visiting Card Album Containing 192 Cards	Neeraj	
55	Pencil Cell 1.5 (V)	Everyday	

S. No.	ITEMS	MAKE /BRAND	Compliance
56	All Pin	Zebra	
57	TCIL-IT : Letter Heads 100 GSM8.25”X11.75” (cut size) Super Sunshine (Bilt)Better than Executive Bond (4 colour)	As per ICSIL Sample	
58	Receipt book:4”x7” No. of pages 50x4 (1+3)(200 leaves in each) Paper spec. 60 GSM ledger paper Printing : Single Colour all through (S.No. ....to..... )	As per ICSIL Sample	
59	Registration Form A/4 Size, 90 GSM, Sunshine Maplitho  Single Colour (S.No. .... TO..... )  No.of pages-100	As per ICSIL Sample	
60	Certificate : A/4 Size250 GSM, Imported Art Card 4 Colour (S.No. ....to..)	As per ICSIL Sample	
61	Stamp Pad	Asoka Size 100 MMXX70 MM	
62	Punching Machine (Big / Small Size)	Kangaroo No. 376224 DP 600	
63.	Cartridge New/ Riffling (12A, 88A, 78A, 410A)	HP	
64.	Drum Change	HP	
65	Wipe Blade Change	HP	
66.	Printer Service	HP	

**-END OF SECTION 5-**

Table – 1DEVIATION FROM ANY CONDITIONS / REQUIRED BRAND / MAKE

(No deviation shall be entertained unless it is justified with proper argument/reasons)

S. No.	Reference to Clause No./Page No.	Brief Description	Reasons for Deviation

We hereby agree to all other terms & conditions of the tenders.

(Signature of the Bidder with Seal)

(This sheet may be photocopied and used if space is not sufficient).

<b>SECTION-6</b>							
<b>SCHEDULE OF REQUIREMENT AND PRICE BID FORMAT</b>							
S. No.	ITEMS	MAKE BRAND REQUIRED	UNIT	Annual Requirement	Unit Price	GST	Unit Rate Inclusive GST
1	Ball Pen	Cello Finegrip	Nos.	400			
2	Ball Pen Reynolds 0.45	Reynolds	Nos.	300			
3	Uni-ball eye micro / Misc.	UB-150	Nos.	100			
4	Pilot Pen	UB-150	Nos.	100			
5	GEL PEN	MONTEX	Nos.	100			
6	Highlighter	Luxor	Nos.	200			
7	Permanent Marker	Luxor (No. 960)	Nos.	50			
8	Packet of White Board Marker including Dustor (In required colors)	Reynolds	Pkt.	10 sets			
9	Pencil	Natraj(621-HB)	Pkt of 10 Nos.	400			
10	Pencil Sharpener	Natraj (No – 621)	Nos.	100			
11	Pencil Eraser	Natraj (621-HB)	Nos.	200			
12	Gem Clips – 26 mm	100 Rolex Trangular Clips	Pkt	300			
13	Binder clip 19MM Clip	SDI	Pkt of 12 Clip	40			
14	Binder Clip 25 MM Clip`	SDI	Pkt of 12 Clip	40			
15	Binder Clip 32 mm Clip`	SDI	Pk of 12 Clip	40			
16	Binder Clip 41 mm Clip`	SDI	Pk of 12 Clip	40			
17	CALCULATOR	CITIZEN	Nos/	10			
18	Pin Up Magnetic 2035 Super Quality	Kebica	Nos.	50			

19	Despatch Register of 580 pages 8QR	Saraswati	Nos.	5			
20	Letter Receipt Register of 580 pages 8QR	Sarswati	Nos.	5			
21	Ruled Register 2 qr (192 pages)	Lotus Platinum	Nos.	50			
22	Ruled Register 4 qr (384 pages)	Lotus Platinum	Nos.	100			
23	LB REGISTER	NEELGAGAN	Nos.	4			
24	Slip Pad (No.33) each Pad of 80 Page (40 Sheet)	Neelgagan	Pad of 80 page	1000			
25	Spiral pad No. 99 (80 Pages)	Neelagagn	Pad of 80 page	500			
26	Photocopier Paper (A-3 Size)	Century Brand 75 GSM Company Pack	Rim.	10			
27	Photocopier Paper (F/S)	Century Brand 75 GSM Company Pack	Rim	20			
28	Photocopier Paper (A/4 Size )	Century Brand 75 GSM Company Pack	Rim	2000			
29	Note sheet pad Green F/S 80 gsm each pad of 100 Sheet	Balapur AAA	Pad of 100 Sheets	100			
30	Color Flag (Page Maker) 1''X3'' each color flags	PM 313805 de'smat of 240 leaf	Pkt	200			
31	Post- it Slip Pad 3X5	3M	Pad of 100 Sheets	50			
32	Post- it Slip Pad 2X3	3M	Pad of 100 Sheets	50			
33	Post- it Slip Pad 3X3	3M	Pad of 100 Sheets Pad	50			
34	Glue Stick –15 grm	Fevistic	Nos.	100			
35	Cello tape each of 1''x 65'' Mtr of each roll	Miracle	No	50			
36	Cello tape each of 1/2''x	Miracle	Nos.	50			



	09" Mtr of each roll					
37	Correcting Pen (10 ML)	Kores	Nos.	100		
38	Index File	Neelgagan No. 35	Nos.	200		
39	Plastic Scale	Kebica XKB-65	Nos.	5		
40	Paper cutter	Best Kabila	Nos.	5		
41	Stapler No. 10	Kangaroos 384556	Nos.	20		
42	Stapler pin 10- 1m /1000 staples each packet	Max	Pkt.	500		
43	Stapler No 555	Kangaroo	Nos.	20		
44	Stapler Pin No. 3-1M/1000 each Packet	MAX	Nos.	500		
45	Green File Tags (18") (100 tag per bundle)	As per ICSIL Sample	Roll	50		
46	Cobra File Covers with front & back cover printed inside & outside in Hindi & printed Company's address with green tags as per our sample.	As per ICSIL Sample	Nos.	6000		
47	<b>ICSIL:Letter Heads 100 GSM 8.25"X11.75" (cut size) Super Sunshine (Bilt)Better than Executive Bond (4 colour)</b>	As per ICSIL Sample	Nos.	10000		
48	<b>Yellow Envelope: Size : 9.50" x 11.5"</b>	As per ICSIL Sample	Nos.	3000		
49	<b>Yellow Envelope: Size :12" x 16"</b>	As per ICSIL Sample	Nos.	1000		
50	<b>White Envelope: Size :4.75" x 12"</b>	As per ICSIL Sample	Nos.	10000		
51	<b>Receipt book : Size :4"x7" No. of pages 50x3 (1+2) (150 leaves in each)Paper spec. 60 GSM ledger paper Printing : Single Colour all through</b>	As per ICSIL Sample	Nos.	100		

	(S.No. ....to.....)						
52	<b>File Cover (Spring File.No. 888)</b>	As per ICSIL Sample	Nos.	2000			
53	Plastic Folder (L-shapes A/4 size with printed company's address in Hindi & English (RF102)	Miraco Marble (as per our Sample displayed)	Nos.	500			
54	Visiting Card Album Containing 192 Cards	Neeraj	Each	5			
55	Pencil Cell 1.5 (V)	Everyday	Nos.	50			
56	All Pin	Zebra	Pkt of 70 Gsm.	10			
57	<b>TCIL-IT : Letter Heads 100 GSM8.25"X11.75" (cut size) Super Sunshine (Bilt)Better than Executive Bond (4 colour)</b>	As per ICSIL Sample	Nos.	1000			
58	<b>Receipt book:4"x7" No. of pages 50x4 (1+3)(200 leaves in each) Paper spec. 60 GSM ledger paper Printing : Single Colour all through (S.No. ....to..... )</b>	As per ICSIL Sample	Nos.	500			
59	<b>Registration Form A/4 Size, 90 GSM, Sunshine Maplitho Single Colour (S.No. .... TO..... ) No.of pages-100</b>	As per ICSIL Sample	Nos.	10000			
60	<b>Certificate : A/4 Size250 GSM, Imported Art Card 4 Colour (S.No. ....to..)</b>	As per ICSIL Sample	Nos.	5000			
61	Stamp Pad	Asoka Size 100 MMXX70 MM	Nos.	10			
62	Punching Machine (Big / Small Size)	Kangaroo No. 376224 DP 600	Nos.	Big 10 Small 20			
63.	Cartridge New/ Riffling (12A, 88A, 78A, 410A)	HP	As per Actual				
64.	Drum Change	HP	As per Actual				
65	Wipe Blade Change	HP	As per Actual				
66.	Printer Service	HP	As per Actual				

- Evaluation will be done for each item separately.

**-END OF SECTION 6-**

SECTION - 7

**BID SUBMISSION FORM**

I / We, Shri / M/s.....of (address in full).....  
.....

have read and examined the Notice Inviting Tender, Terms & Conditions of contract, Scope of work and other documents pertaining to the work to be executed as per your NIT Ref. No. : ICSIL/04B/141/STATIONERY/VOL-I/17-18 dated.

I / We agreed to abide by all terms and conditions for the execution of the said work and offer the rates in this regard as mentioned in the annexed sheet.

**DATE:**

**(AUTHORISED SIGNATORY ON BEHALF OF THE FIRM OR SELF)**

**FULL ADDRESS:** .....  
.....  
.....

**END OF SECTION 7-**

## SECTION – 8

PERFORMANCE BANK GUARANTEE (PBG) FORMAT

M/s Intelligent Communication Systems India Ltd.,  
Administrative Building, okhla phase-  
iii, New Delhi – 110 020 (INDIA)

(With due stamp duty if applicable) OUR

LETTER OF GUARANTEE No. : \_\_\_\_\_

In consideration of INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED, having its office at Administrative Building, okhla phase-iii,, New Delhi – 110 048 (INDIA) (hereinafter referred to as “ICSIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated \_\_\_\_\_/issued Purchase Order No.

\_\_\_\_\_ dated \_\_\_\_\_ with/on  
M/s

\_\_\_\_\_ (hereinafter referred to as

“The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated \_\_\_\_\_ /Purchase Order No.

\_\_\_\_\_ dated \_\_\_\_\_ and ICSIL having agreed that the Supplier shall furnish to ICSIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for

\_\_\_\_\_.

We, \_\_\_\_\_ (“The Bank”) which shall include

OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. \_\_\_\_\_ in your favour for account of

\_\_\_\_\_ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding \_\_\_\_\_ (say

\_\_\_\_\_ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on \_\_\_\_\_ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

\_\_\_\_\_

Authorized Signature  
Manager, Seal of Bank

**-END OF SECTION 8**

**SECTION – 9  
AGREEMENT**

To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the bidder for acknowledging that he/she has seen the terms and conditions of the agreement.

\_\_\_\_\_ Agreement.

The agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2017 between M/s. \_\_\_\_\_ herein referred to as the contractor carrying on business under the name and style of M/s. \_\_\_\_\_ of the one part.

Intelligent Communication Systems India Ltd. (ICSIL), herein after referred to as the other part whereas the said contractor has agreed with the Intelligent Communication Systems India Ltd., for supply of required Items in conformity with the requirements & specifications.

Now this indenture witnesseth that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows.

1. The contractor agrees to undertake to supply the Stationery and other items i.e. .... as per the requirement as agreed to in their bid letter no. \_\_\_\_\_ dated \_\_\_\_\_ at the rates quoted by him/them. The prices are inclusive of all the levies taxes like sales tax and excise duty freighted.
2. The supply of the Stationery and other items i.e. .... which are not in conformity with the requirements/ specifications are liable to be rejected.
3. This contract shall be effective from \_\_\_\_\_ to \_\_\_\_\_. The Tender is valid for a period of one year from the date of signing of/ opening of the tender. The contract may be extended with the same terms and conditions and rates for one more year with the consent of both the parties. The contractor shall execute the Purchase Orders (POs) placed by the concerned Officer with great promptness and satisfaction to the ICSIL. The contractor shall agree that the penalty @ one percent (1%) of the P.Os shall be imposed for each week of delay in delivery with reference to the delivery period given if he fails to deliver the same within the specified period mentioned in purchase order to maximum extent of 5% and penalty of 10% of P.Os shall be imposed for any substandard (inferior quality) / incomplete supply along with cancellation of work order.
4. The security deposit paid by the contractor for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. \_\_\_\_\_ or \_\_\_\_\_ in charge of the Admin Branch on behalf of the Intelligent Communication Systems India Ltd. will be entitled to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.
5. The security deposit shall be released after three months after successful completion of the work at the end of the contract period including the extended period, if any
6. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Managing Director, Intelligent Communication Systems India Ltd. or any person nominated by him .The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.
7. The Security Deposit is liable to be forfeited to the Intelligent Communication Systems India Ltd. without any prejudice to any other rights and remedies of Intelligent Communication Systems India Ltd. in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period if any.
8. That the tender schedule, instructions to the bidders and terms and conditions, etc shall also form part of the agreement.
9. **The following documents shall be deemed to form and be read and construed as part of the Agreement viz:**
  - a. Form of Tender duly filled in / submitted by the Contractor
  - b. Letter of Acceptance award of contract given by Department.

- c. Terms and Conditions
- d. Notice to proceed with work
- e. Bill of Quantities.
- f. Scope of work;
- g. Addendums, if any; and
- h. Any other documents forming part of the contract

That the contractor acknowledges that he has fully acquainted him with all the terms and conditions and he shall not plead ignorance of the same.

In witness whereof, the contractor has set his hand and the Intelligent Communication Systems India Ltd. has caused for and on his behalf to set his hand, the day and the year first above written.

Signature of the authorized official of the Company/Firm

Signature of the authorized official of Intelligent Communication Systems India Ltd. (ICSIL)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

WITNESSES \_\_\_\_\_

WITNESSES \_\_\_\_\_

1. 1.

**-END OF SECTION 9**

**SECTION – 10**

**Form -1**

**UNDERTAKING**

From

M/s. ....

.....  
.....

To

Managing Director

Intelligent Communication Systems India Ltd. (ICSIL)

Administrative Building, 1st Floor, Above Post Office, Okhla Industrial Estate,  
Ph-III New Delhi -110020

Dear Sir,

This is to inform that I / we have physically examined the samples on \_\_\_\_\_ of the items for which I/ we have quoted our rates. In case of the tender going in our favour, I/we agree to supply the items as per the samples examined (in terms of quality/ colour/shade / make /weight/ size, etc.)

Yours faithfully,

(Signature of the Tender)

Name:

Designation with Seal of the Firm

Date:



**Form 2: Declaration that the bidder has not been blacklisted**

(To be submitted on the Letterhead of the responding agency)

{Place}

{Date}

To,

Managing Director  
Intelligent Communication Systems India Ltd. (ICSIL)  
Administrative Building, 1st Floor, Above Post Office, Okhla Industrial Estate,  
Ph-III New Delhi -110020

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Self Declaration of not been blacklisted in response to the selection of agency for Design“Supply of Office Stationery and printing”, . File No <xxx>>.

Dear Sir,

We confirm that our company, \_\_\_\_\_, is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India on any ground and also not included in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation: