

Intelligent Communication Systems India Limited.
(A Public Sector Undertaking)
Administrative Building
Above Post Office, Okhla Phase-III,
New Delhi – 110020 (India)

Tender for Empanelment of Advertisement Agency for ICSIL

Tender No: ICSIL/02/36/News Paper Agency Tender/Vol.-I/2021-22
Issued on: July 28th, 2021

Issued By

MM Division
Tel: +91 (11) 26929051, 26830338
Email: nafeesa@icsil.in
Visit us at <http://www.icsil.in>

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SECTION-1**NOTICE INVITING TENDERS**

Intelligent Communication Systems India Ltd. is a joint venture of Telecommunications Consultants India Ltd. (TCIL), a Govt. of India enterprise and Delhi State Industrial and Infrastructure Development Corporation (DSIIDC), an undertaking of Delhi government. It has provided exemplary service in the IT sector, specializing in providing complete solutions in computerization, networking and telecommunication since 1987. With a well-focussed vision and a global mission, ICSIL looks at greener pastures across the globe..

The Intelligent Communication Systems India Ltd. (ICSIL) invites online participation from eligible Bidders for “Empanelment of Advertisement Agency for ICSIL”. Complete tender document is available on Delhi Govt. e-Procurement Portal <https://govtprocurement.delhi.gov.in> and on ICSIL’s website: www.icsil.in. Bids must be submitted online on Delhi Govt. e-Procurement Portal <https://govtprocurement.delhi.gov.in> only. (Offline bids will not be accepted).

Further for details/clarifications, if any, Ms. Nafeesa Bano (Engineer MM Div.) to be contacted 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
E-mail:- nafeesa@icsil.in

Last date of submission of e-tender is 18/08/2021 up to 15:00 hours. Documents to be submitted off line at the following address by the due date 18/08/2021 upto 15:00 Hrs.

Name of the Work	“Empanelment of Advertisement Agency for ICSIL”
Tender No	ICSIL/02/36/NewsPaper Agency Tender/Vol.-I/2021-22
Bidding System :	e-Tender, Delhi Govt. e-portal https://govtprocurement.delhi.gov.in (Details also available on ICSIL Website www.icsil.in)
Nature of bid process	Two bid systems shall be followed; Part I shall be “Techno-Commercial Offer” and Part II shall be the “Financial Offer”.
Type of Tender	Open Tender, e-Tender(Two Bid System)
Availability of Tender document	Delhi Govt. e-Tender Portal https://govtprocurement.delhi.gov.in and website of ICSIL i.e. “ www.icsil.in ”
Issue of documents	28.07.2021
Contact person for seeking clarifications	Ms. Nafeesa Bano, Engineer (MM Division)
Contact details of the contact person	Email: nafeesa@icsil.in Mob: 9560729470
Last date and time for submission of Bid	18.08.2021 at 03:00 PM

Date and Time of opening of Technical Bid	18.08.2021 at 03:30 PM
Date and Time of opening of Commercial Bid	To be communicated Later on
Earnest Money Deposit (EMD)	Rs. 10,000/- in the form of DD in favour of Intelligent Communication Systems India Ltd.
Tender Fee	NIL

Eligibility Criteria

1. The bidder should have average annual business turnover not less than Rs. 2.50 lakh from the advertisement business in the last 3 financial years i.e. F.Y. 2017-18, 2018-19 & 2019-20. Bidder should submit audited copies of Profit & Loss statement for the respective years.
2. The bidder/Ad Agency should have completed similar works of minimum Rs. 4 lakh total during 1(one) year period in last 02 (two) years ending June 30, 2021. Purchase Order(s)/Work order(s) from the Clients to this effect and satisfactory performance to be attached along with the technical bid. The similar work shall mean the total turnover of multiple advertisements released during the period of one year as specified.
3. The bidder/Ad Agency should have a valid Indian Newspaper Society (INS) Accreditation. Self attested certification will be accepted. The selected agency will have to produce original certificate subsequently for verification at the time of award of the Purchase Order.
4. The Bidder should have a permanent establishment in Delhi/NCR. (Please submit copy of address proof).
5. The bidder should have PAN/TAN and Delhi/NCR GST registration certificate.
6. The bidder should currently be on panel of at least 02 Public Sector Undertaking/ Govt. or Pvt. Companies in Commercial Sector.
7. The Agency shall not have been blacklisted/debarred by any Central/State Government/Public Sector Undertakings/autonomous body.
8. Power of Attorney in favour of person authorized to sign the tender document.
9. The bidder/Ad Agencies should submit copy of existing card rates of the newspapers mentioned in the BOQ along with the Technical Bid (Techno-Commercial Offer).

NB: 1 The documentary evidence as mentioned in the bracket against each condition in support of the criteria as above to be furnished by the Bidder.

NB: 2 The Bidder is required to quote for the complete BOQ. Partial quote are liable to be rejected.

NB: 3 Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

NB: 4 In case of Micro and Small Enterprises (MSEs), the valid registration certificate / Udyog Aadhaar Memorandum is required.

MSEs 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 item/services. Micro and Small Enterprises having Udyog Aadhaar Memorandum are also entitled for the above exemption for which submission of valid Memorandum certificate is must.

The participating MSEs quoting price within price band of H1+15% may be awarded a portion up to 25% of requirement by bringing down their price to H1 price, where H1 bidder is non-MSE. ICSIL reserves the right to take decision regarding award of work under this clause and this decision shall be binding on H1 bidder (non-MSE).

- H/1 bidder shall be one with maximum offered discount thereby offering lowest rates.

- NB: 5** The bidder Ad Agency must submit Earnest Money amounting to Rs. 10,000/- (Rupees Ten thousand only) by way of DD in favour of “Intelligent Communication Systems India Ltd.” from a scheduled bank having branch at Delhi/New Delhi along with the Bid.
- NB: 6** Tenders received without EMD/inadequate EMD shall be summarily rejected. The bidder must officially procure/download the tender documents from the e-procurement portal of Delhi Govt. & ICSIL website before the last date and time of submission of tender document in order to bid for this tender.

EVALUATION

Techno commercial offer (Part-I) of only those bidders/Ad Agencies, which fulfill the eligibility criteria and submit the prescribed Earnest Money will be opened and evaluated. In case of MSE, the condition mentioned at NB: 4 shall apply.

CONTACT INFORMATION:-

- ICSIL Contact-1** - Ms. Nafeesa Bano (Engineer MM Div.)
Telephone: 9560729470
E-mail ID: nafeesa@icsil.in,
- ICSIL Contact-2** - Mr. Jitendra Sharma
Telephone: 7011771628
E-mail ID: sharma.jitender513@gmail.com

The Financial Offers (Part-II) of only those parties who qualify in the first stage shall be opened at time and date to be notified separately.

ICSIL reserves the right to accept or reject any or all the tenders and cancel the NIT without assigning any reason.

-END OF SECTION 1-

SECTION 2**INSTRUCTIONS TO BIDDERS****2.1 INTRODUCTION (DEFINITIONS)**

- 2.1.1** “Purchaser” means Intelligent Communication System India Ltd. (ICSIL), its Head Quarter at New Delhi or any other project/branch offices within or outside India.
- 2.1.2** “Bidder” means the individual or firm or corporate body who participates in the tender and submits its bid.
- 2.1.3** “Goods/Products/Services” means to arrange publication of ICSIL’s Ads/NITs/Tender Notices in the designed Newspapers as admitted/conveyed by ICSIL on top priority basis from time to time.
- 2.1.4** “Purchase/Work Order (PO)” means the order placed by the Purchaser on the Supplier duly signed by the Purchaser’s authorized representative to purchase certain goods & services from the vendor/contractor.
- 2.1.5** “Contract Price” means considerations payable to the supplier/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

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 or the conduct of the bidding process.

2.3 BID DOCUMENTS**2.3.1 Bid Documents includes:-**

- | | |
|-----------|---|
| Section 1 | Notice Inviting Tender |
| Section 2 | Instructions to Bidders |
| Section 3 | General (Commercial) Conditions of the Contract |
| Section 4 | Special Conditions of the Contract |
| Section 5 | Bill of Quantities & Price Bid Schedule |
| Section 6 | Scope of Work and Technical Specifications |
| Section 7 | Format of Performance Bank Guarantee (PBG) |
| Section 8 | Bid Submission Form |

2.3.2 Any clarification or communications obtained from the Purchaser.

2.4 AMENDMENT TO BID DOCUMENTS

- 2.4.1 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.
- 2.4.2 The amendments/Corrigendum will be notified on e-procurement Website and these amendments will be binding on them. Bidders are advised to visit e-procurement Website regularly for updates on this Tender.

2.5 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.

2.6 BID PRICE

The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Purchaser) will be treated as non-responsive and rejected.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

As per details given under Eligibility Criteria in Section-1.

2.8 BID SECURITY/EMD

- 2.8.1 The bidder Ad Agency must submit Earnest Money amounting to Rs. 10000/- (Rupees Ten thousand only) by way of DD in favour of Intelligent Communication Systems India Ltd. from a scheduled bank having branch at Delhi/New Delhi along with the Bid. Bid received without EMD/inadequate EMD shall be summarily rejected.
- 2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as non-responsive.
- 2.8.3 The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee.
- 2.8.4 The bid security may be forfeited under the following circumstances:-
- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
 - b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
 - c) If he fails to supply the material in terms of the project.
- 2.8.5 No interest is payable on EMD.
- 2.8.6 In case of inadequacy or non-submission of prescribed EMD and requisite Tender Fee, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9 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.

2.10 CLARIFICATION OF BIDS

- 2.10.1 To assist evaluation and comparison of the bids, the Purchaser may at its discretion may ask the bidder for clarification of the bid. The clarification and response from bidder shall be in writing.
- 2.10.2 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.

2.11 EVALUATION OF TENDERS

- 2.11.1 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.
- 2.11.2 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.
- 2.11.3 A bid determined as substantially non-responsive shall be rejected by the Purchaser.
- 2.11.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- 2.11.5 The Purchaser shall evaluate in detail and compare the bids which are substantially responsive.
- 2.11.6 The evaluation of the ranking shall be carried out on the landed price of goods offered inclusive of all taxes.
- 2.11.7 The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case and as per details given under the head "Evaluation".
- 2.11.8 ICSIL shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.12 PURCHASER'S RIGHT TO VARY QUANTITIES

- 2.12.1 The Purchaser reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.
- 2.12.2 In case of division of order among number of parties. The distribution of quantity will be accordingly done by the Purchaser on an individual tender.

2.13 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.

2.14 NOTIFICATION OF SUCCESSFUL BIDDER

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

2.15 ISSUE OF LETTER OF INTENT

- 2.15.1 The issue of Letter of Intent shall constitute the intention of the Purchaser to place the Purchase Order with the successful bidder.
- 2.15.2 The bidder shall within 10 days of issue of Letter of Intent give its acceptance along with Performance Guarantee in conformity with the bid documents.

2.16 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 cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Purchaser may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

2.17 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.

2.18 DELIVERY

Delivery of the goods/services shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods/services shall remain at the risk of the supplier until delivery have been completed in full. The Schedule of delivery shall be the essence of the contract.

2.19 SUBMISSION OF BID SECURITY

Only the following shall be accepted in physical form:

- EMD in the form of Demand Draft in favour of Intelligent Communication Systems India Ltd, New Delhi.

All other documents shall have to be submitted in Electronic/Soft form and shall not be accepted in physical form. For detail instructions please refer to Clause 2.21.

2.20 OPENING OF PRICE OFFER

Financial offers of only those bidders whose Techno-Commercial offers are found to be responsive and acceptable to ICSIL will qualify to be opened online. The qualified parties shall be notified with the date and time of the opening of the Financial Offer in advance. Representative of the qualified parties may attend the Online Price Bid opening.

In case of any conflict in any of the terms mentioned at Section – 4, the same shall prevail over the terms mentioned in other sections.

2.21 INSTRUCTIONS REGARDING SUBMISSION OF BID**1. Bidding Methodology**

The bid shall be submitted on line under two cover bid submission on e- procurement portal of Govt. of NCT of Delhi web-site <https://govtprocurement.delhi.gov.in>

2. Broad outline of activities from Bidders perspective:

The bidder shall follow the guideline given on the above web-site for submission of e-tender.

3. Digital Certificates

The bidder shall obtain Digital Signature Certificate as specified in the above web-site.

4. Registration

The bidder shall get himself registered for participating in e-tendering as per procedure laid down in the above web-site.

A. ONLINE SUBMISSION

PART-1 (Techno Commercial Offer) shall contain the following:

- a) Documentary evidence in respect of the eligibility criteria mentioned in the N.I.T.
- b) Copy of Demand Draft for INR Rs. 10,000/-towards EMD in favour of “Intelligent Communication Systems India Ltd.” payable at New Delhi.
- c) A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Section of the tender.
- d) Bid Submission Form as per **Section 8**.
- e) Copy of Article and Memorandum of Association / Partnership deed or Proprietorship deed, if any. In case of Article/Memorandum of Association, the scope of work must indicate “Advertising” as business of the firm

PART-II (Financial Offer) shall contain the Bill of Quantity Format as per details in **Section-5..**

B. OFFLINE SUBMISSION

The EMD shall be sent by the tenderers by Courier / Speed-post, with the envelope marked with tender no. and due date of submission. Alternatively, EMD may also be deposited by the bidders in the tender box kept at Reception, ICSIL Ground Floor, New Delhi

SELECTION CRITERION

- a) The online tender shall be opened at the stipulated time of opening in the presence of intending bidders.
- b) All offers received in response to this tender enquiry will be evaluated initially based on the eligibility criteria mentioned in NIT and evaluate the capability of the Company/Agency.
- c) The bidder has to fulfill the eligibility criteria given in the Document. If it fails to submit supporting documents against the eligibility criteria in the Techno commercial offer evaluation then proposal shall be rejected and shall not be processed for further evaluation.
- d) Bidders who fulfill the eligibility criteria given in the tender document and technical parameters would be considered for opening Financial offer for selection of bidder based on the highest commission / discount on the rate card of Media.

-END OF SECTION 2-

SECTION - 3**GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT****1. PRICE APPLICABILITY**

Prices in the Purchase Order shall remain valid for the period of delivery schedule or extended delivery schedule. In case of delayed supplies, after delivery period, the advantage of reduction of taxes/duties shall be passed onto the Purchaser and no benefit of increase will be permitted to the Supplier.

2. STANDARDS

The documents supplied under the contract shall confirm to the standards mentioned in Section-6 of this Tender document.

3. PATENT RIGHTS

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

4. PERFORMANCE SECURITY (PBG)

a) The shortlisted bidder Ad Agency shall, within 10 (ten) days, submit Performance Bank Guarantee (PBG) issued by a scheduled Bank from its branch in Delhi, equivalent to **3%** of the value of the estimated work. in the form of BG in favor of "Intelligent Communication Systems India Ltd," New Delhi, Payable at New Delhi in the prescribed ICSIL format from a scheduled bank in India from its branch in Delhi in the prescribed format of **Section 7**. Issuing Banker needs to issue PBG through SFMS.

Our Bank details is as under-

Account No.- CA443261152

IFSC code-IDIB000N044

- b) The PBG will be valid up to a period of 60 (Sixty days) beyond the date of completion of service period.
- c) The Performance Bank Guarantee will be discharged by ICSIL after completion of Ad Agency's obligation under and in accordance with the terms of the Agreement. If the Contract is extended for further period, the BG will have to be extended by the Agent up to 3 months beyond the extended period.
- d) The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.
- e) The Performance Security will be discharged by the Purchaser after completion of the Supplier's obligations under the contract.

5. SUB-LETTING

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

6. ARBITRATION

In the event of any dispute arising between ICSIL and the Supplier in any matter covered by this contract or arising directly or indirectly there from 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 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 Conciliation Act, 1996 shall apply to such arbitration. The supplier expressly agrees that the arbitration proceedings shall be held at New Delhi. The proceedings of arbitration shall be in English language:

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.

In case of Public Sector Undertaking/Government Departments

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts with any Public Sector Undertaking / Government Department, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

7. RISK PURCHASE

In the event of Supplier's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserves the right:

- (a) 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.
- (b) to terminate the Contract by giving 2 weeks notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

8. APPLICABLE LAWS

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 at Delhi and to all Courts at Delhi having jurisdiction in appeal there from.

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 fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

9. 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.

10. 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 (hereinafter 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 ceased to exist. In case of any dispute, the decision of MD, 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.

11. TERMINATION FOR DEFAULT

The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.

- a) if the supplier fails to deliver any or all the goods/services within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser .
- b) if the Supplier fails to perform any other obligation(s) under the contract; and
- c) if the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) On a notice period of 30 days.

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/services similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods/services. However, the Supplier shall continue the performance of the contract to the extent not terminated.

12. 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.

- END OF SECTION 3 -

SECTION – 4**SPECIAL CONDITIONS****1. PRICE BASIS**

Publishing of matter as per Contract/Purchase Order

2. PAYMENT TERMS

- 1) 100% payment shall be paid after release of the Advertisement in the required news papers within 20 days of the receipt of Invoice/Bill along with two copies of cuttings of the concerned newspapers.
- 2) Accuracy (in the Ad/NIT/Tender Notice to be published in the newspapers) has to be ensured by the empanelled agency. In case of any mistake in publication on vendor's part no payment shall be made.
- 3) The TDS/WCT shall be deducted from the payment as per GOI rules and regulations.

3. PAYING AUTHORITY:

JGM (F & A),
ICSIL, Okhla Phase-3
New Delhi-110020

4. INSPECTING AUTHORITY:-

Printing material to be got vetted by Concerned Official of ICSIL prior to getting printed.

5. PERFORMANCE SECURITY

The shortlisted bidder Ad Agency shall, within 10 (ten) days, submit Performance Bank Guarantee (PBG) issued by a scheduled Bank from its branch in Delhi, equivalent to 3% of the value of the estimated work , valid up to a period of 60 (Sixty days) beyond the date of completion of service period.

6. PERIOD OF AGREEMENT

This agreement shall be valid initially for a period of 12(twelve) months extendable for a further period of 12 (twelve) months at the same rates, terms and conditions of the original Agreement subject to satisfactory performance at the end of the first 12 months. Decision to extend the agreement only lies with ICSIL.

7. 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. A bidder accepting the request and granting extension will not be permitted to modify his bid.

8. PENALTY

No payments will be released for late/wrong/incomplete publication of Ad/NIT/ Tender Notice of ICSIL.

9. OPENING OF PRICE OFFER

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

10. SET OFF

Any sum of money (including refundable security deposit) due and payable to the Bidder/Contractor, under this contract or any other contract entered between the parties herein whether continuing or completed may be appropriated by ICSIL and set off against any claim of ICSIL of any nature whatsoever, arising under this contract or any other contract entered into between the parties, herein whether continuing or completed.

- END OF SECTION 4 -

SECTION – 5**BILL OF QUANTITY**

AAA) Discounts as mentioned against each for Publication House for the **Classified Display Ads/NIT & Tender Notices** of ICSIL on commercial card rates:-

S. No.	Publication House	UNIT	%age of maximum discount offered on Card Rates				Total Percentage (%) Discount on Card Rates
			For Ad/Tender/NIT Publication in Single column	For Vacancy/Recruitment Publication in single column	For Ad/Tender/NIT Publication in Double column	For Vacancy/Recruitment Publication in Double column	
			(A1)	(A2)	(A3)	(A4)	(A1+A2+A3+A4)
1.	Times of India (TOI+NBT)	Per sq. cm					
	a) Delhi Edition (As per combo scheme 2 insertions in TOI + 1 insertion in NBT)	”					
	b) Delhi Edition (As per combo scheme 1 insertion in TOI + 1 insertion in NBT)	”					
2.	Hindustan Times (HT+HHT)	”					
	a) Delhi Edition (As per combo scheme 2 insertions in HT + 1 insertion in HH)	”					
	b) Delhi Edition (As per combo scheme 1 insertion in HT + 1 insertion in	”					

	HH)						
3.	Single insertion rate for Delhi Edition:- (i) HT (ii) HH (iii) TOI (iv) NBT (v) ET (vi) Financial Express	”					

BBB) H/1 Bidder will be the one which gives maximum total discount i.e. (A1+A2+A3+A4) of section AAA above.

Signatures: - : _____

Name of the Person. : _____

Organization : _____

Address : _____

Seal of the Organization : _____

- END OF SECTION 5 -

SECTION – 6***SCOPE OF WORK & RESPONSIBILITIES OF THE EMPANELED AGENCY*****A. Scope of Work:-**

On receipt of indent for Ad/NIT/Tender Notice for publication in the required newspapers from the concerned department, ICSIL shall place order on the empanelled Ad Agency for publication based on approved rates and approval of the management. The same shall be published by the empanelled Ad Agency in the first available edition of the newspaper or as asked for.

B. Responsibilities:-

- a. To design, develop & release ICSIL's Notice/Employment Advertisements and Tender Advertisements and other jobs as decided by the ICSIL.
- b. The design/concept developed by the agency and selected by the ICSIL shall be the sole property of the ICSIL and, as such, the concerned agency shall not have any right to use the same anywhere else. Further, the same can be released directly in media by the ICSIL at any time, at its sole discretion.
- c. Publicity campaigns, Notice/Tender advertisements should be in Hindi, English and/or other regional languages as may be approved by the ICSIL from time to time.
- d. The empanelled Ad Agency shall arrange publication of ICSIL's Ads/NIT/Tender Notices in the desired Newspapers as admitted/conveyed by ICSIL on priority basis from time to time during the currency of the contract.

- END OF SECTION 6 -

SECTION – 7**PERFORMANCE SECURITY FORMAT**

Guarantee No. _____
 Amount of
 Guarantee Rs. _____
 Guarantee cover from (Name of
 Bank) _____
 Last date for lodgment of claim(s) _____
 B.G. in No. of pages including this page _____

THIS DEED OF GUARANTEE made this _____ day of _____ 2021 by _____ having one of its Branch at _____ acting through its Manager (hereinafter called 'The Bank' which expression shall whenever the context so requires include its successors and permitted assigns) in favour of M/s Intelligent Communication Systems India Ltd. (A joint Venture of TCIL-A Govt. of India Enterprise & DSIIDC –An Undertaking of Delhi Govt.) registered under the Company's act 1956, having its office at ICSIL Administrative Building, Ist Floor, above post office, Okhla Industrial Estate, Phase-III, New Delhi -110020. (Hereinafter called the ICSIL) which expression shall include its successors and assigns?

WHEREAS ICSIL has entered into an agreement/agreements with M/s _____ having its Office _____ at _____ (hereinafter called the "Contractor" which expression shall includes its successors, executors and permitted assigns) for construction _____ awarded to Contractor against Tender No. _____.

AND WHEREAS in accordance with the terms of the said contract the contractor has agreed to furnish an irrevocable and unconditional Bank Guarantee for Rs. _____ (Rupees _____ only) for due performance of this contract awarded to the contractor.

AND WHEREAS THE BANK at the request of the contractor has agreed to give this guarantee. NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH AS FOLLOWS:

- 1. We the bank hereby irrevocably and unconditionally guarantee that the contractor will duly comply with his obligation during the guarantee period in accordance with the said contract agreement and the general terms and conditions forming part of the work agreement, failing which the bank undertake to pay ICSIL on demand and without demur, such amount or amounts as the bank may be called upon to pay not exceeding a sum of Rs. _____ (Rupees _____ only) on invocation of this guarantee. Any claim made by ICSIL on us within the sanctioned guarantee amount shall be final and*

binding on us.

2. *Notwithstanding anything contained hereinbefore, the liability of this bank in respect of this guarantees is restricted to Rs. _____ (Rupees _____) only and shall remain in force till _____ unless an action/claim is made on us in writing within 90 days from this date i.e. up to _____ all rights under the said guarantee will be forfeited and we shall be relieved and discharged from all liabilities hereunder.*

***IN WITNESS WHEREOF THE BANK HAS SUBSCRIBED AND SET ITS NAME AND SEAL
HEREUNTO.***

DATE :-

Name

Address

- END OF SECTION 7 -

SECTION-8
BID SUBMISSION FORM

Offer No.: _____

Date: _____

To

M/s Intelligent Communication System India Ltd.,
Administrative Building, Above Post Office,
Okhla Phase-III
New Delhi – 110 020 (INDIA)

Dear Sir,

In response to your Tender No. ICSIL/02/36/News Paper Agency Tender/Vol.-I/2021-22, dated 28.07.2021 for Empanelment of Advertisement Agency for ICSIL, we hereby submit our offer herewith.

1. Bidder Name : _____
2. Website Address : _____
3. Email Address : _____
4. Address for Communication : _____

5. Telephone Number : _____
6. Fax/Telefax Number : _____
7. Authorised Person - Name : _____
Designation : _____
Mobile No. : _____
Email ID : _____

8. Alternate Person - Name : _____
Designation : _____
Mobile No. : _____
Email ID : _____
9. PAN Number : _____
10. TIN Number : _____
State : _____
11. Service Tax Regn. No. : _____
12. ECC Number : _____
13. Beneficiary's complete Bank Details in case payment through LC is approved.
Bank Account No. : _____
IFSC / NEFT Code : _____
Name of the Bank : _____
Address of the Branch : _____
14. Particulars of EMD
Amount : Rs. _____
Mode of Payment (DD/BG) : _____
DD/BG No. : _____
Date : _____
Name of the Bank : _____
Address of the Bank : _____
Validity of BG : _____

15. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report)

Year	Annual Report attached at Page No.	Turnover in Rs. (Lakh)
2017-2018		
2018-2019		
2019-2020		
Average Turnover		

16. Details of similar work / order executed during last 2 years ending June 30, 2021. (Please submit copy of completion certificate from the client.)

Description of the Work/Order Executed	Value of Work/Order Executed	Name of the Client	Start Date	Finish Date	Doc. Evidence at Page No.

17.. Following Documents are submitted to substantiate other eligibility criteria.

Copies of the Purchaser Orders/Release Orders (showing value of the work done) should be provided along with the bid, as compliance to this clause.

DECLARATION

1) We have read and understood the terms & conditions of the above mentioned tender and comply to all Terms & Conditions of your Tender.

(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)

2) We certify that the information mentioned above are true and correct to best of our knowledge.

3) In case of receipt of order we confirm that payment s hall be received through e-Banking / Electronics Transfer.\

4) This offer contains _____ No. of pages including all Annexures and Enclosures.

Place: Signature of Authorised Signatory

Date: Name:

Designation:

Seal:

- END OF SECTION 8-