



**NATIONAL INSTITUTE OF IMMUNOLOGY  
NEW DELHI-110067**

**Tender No. ADMN(GA)/3.4.5**

**Dated 05.07.2018**

**Sub: Notice Inviting Limited Tender for Empanelment of Advertising agency**

National Institute of Immunology (NII) is an Autonomous Body under the Department of Biotechnology, Ministry of Science & Technology (Govt. of India).

NII invites sealed tenders (in two parts i.e. Technical Bid and Price Bid) from INS accredited advertising agencies for empanelment for its advertising services (print and media etc.) for a period of one year. The agency would be responsible for release of NII's advertisements in Various National/Regional /Local Newspapers on DAVP Rates.

The tender should reach the undersigned on or before 25.07.2018 at 3:00 PM on the under mentioned address and the same would be opened on at 3:30 PM.

**National Institute of Immunology  
Aruna Asaf Ali Marg  
New Delhi- 110067**

Tenders received late/incomplete/not in the enclosed format shall be summarily rejected. The Institute reserves the right to accept or reject any or all the tenders/quotation(s) and to relax any of the conditions stipulated without assigning any reason.

**Administrative Officer**



**NATIONAL INSTITUTE OF IMMUNOLOGY (NII)**  
**(An Autonomous Institute of Dept. of Biotechnology, Govt of India)**  
**Aruna Asaf Ali Marg, New Delhi-110067**

No. Admn. (GA)3.4.5/

Dated 05.07.2018

Sealed Quotations are invited in two bid system (**Technical Bid & Price Bid**) are invited on behalf of "Director, National Institute of Immunology" JNU Campus, Aruna Asaf Ali Marg, New Delhi-110067 from INS accredited advertising agencies to empanel them for advertising services (print and media etc):-

1.	Tender Document Fee	<b>Rs. 500/- (Non refundable)</b>	In the form of DD/Pay order in favour of "Director, National Institute of Immunology" payable at New Delhi, for those who are purchasing the documents from the Institute. For others who are downloading from the website it is free of cost.
2.	EMD	<b>Rs.40,000/- (Rupees Forty thousand only)</b>	In the form of DD/Pay order in favour of "Director, National Institute of Immunology" payable at New Delhi
3.	Last date of sale of Tender Document	<b>25.07.2018</b>	
4.	Last date of receipt of Tender	<b>25.07.2018</b>	
5.	Date of time of opening of Tenders	<b>3:30 PM</b>	

Copy of Tender documents may please be purchased from the Institute on payment of Rs.500/- (Rupees Five hundred only), which is non-refundable. Alternatively it can be downloaded from our web site [www.nii.res.in](http://www.nii.res.in) and NIC website [www.eprocure.gov.in](http://www.eprocure.gov.in), free of cost. The EMD may please be deposited in the form of "Demand Draft/Pay Order" in favour of Director, National Institute of Immunology payable at New Delhi. Please write the name of company on the reverse side of the 'Demand Draft'/Pay order'. Please note that the downloaded tender document is subject to verification with original document as given in the website.

The Institute reserves the right to reject any or all the tenders without assigning any reason.

Administrative Officer

**The Tender may be submitted in two parts (i) 'Technical Bid' & (ii) 'Price Bid' as indicated below:**

1. **Technical Bid** : The following criteria and required documents to be submitted in the Technical Bid in a separate sealed envelop (on the envelop "**Technical Bid**" should be written in bold):-
  - EMD of Rs. 40,000/ in the form of DD/Pay order in favour of "Director, National Institute of Immunology" payable at New Delhi, along with documentary evidence (Company Profile). This will be marked as **Annexure-A**.
  - An undertaking in E-stamp paper duly notarized worth of Rs.100/- stating that his/their firm has not been blacklisted by any Government department/Office etc., during the last three years. This will be marked as **Annexure-B**
  - **An undertaking may be given on the letterhead of the Agency stating that the "Scope of work and General Terms of conditions" given under "Annexure-C" are acceptable to them.**
  - **It may be ensured that all the above Annexures (A), (B) & (C) are to be put in one envelop and marked as Technical Bids.**
2. **Price Bid**: Each Agency is required to submit the rates prescribed at DAVP rates and other extra services if any, to be provided by them may be mentioned in the Proforma of **Price Bid indicated at Annexure -D**. Rates quoted by the Agency will be valid for 90 days from the date of opening of Price Bid.
3. **Clarification on bid documents** :- Submission of the tender by the bidder implies that he/she has read all the documents and has made himself/herself fully aware of the work. In case you need any clarification on the bid documents, please make all your correspondence to the undersigned. All such clarifications should reach this office five (5) days before the close of the bid date to be eligible for written reply from us. Any clarification received less than five days before the close of the bid date will not be answered.
4. **Last Date for Submission of Bid**:- Bids complete in all respects must reach before 3.00 PM on 25.07.2018 and will be opened on same date at 3.30 PM in the Institute.
5. **Important Notice**: An incomplete and/ or ambiguous and /or late response is liable to be ignored/summarily rejected.

**Administrative Officer**

**The following information along with documentary evidence are required to be submitted under Technical Bid**

**(I) General Information**

1. Name of the Advertising Agency and address of registered office.
2. **Details of Bidder:** (Give details each item in separate along with documentary proof):
  - No. of person working
  - No. of creative team members
  - Whether Art Deptt. Exists
  - No. of Media Experts
  - If the full fledged studio exists (Details)
  - Recording Facilities
  - Printing facility
  - No of employees in office in Delhi
  - Any other information
3. **Year of establishment:**
4. **Legal Status of agencies (Proprietor/Partnership/Private Ltd./Public Ltd.**
5. **Details of awards, accolades in print media from the reputed publications like A&M etc. within last three years (attach copies of certificate).**
6. Copy PAN details of the agency and copy of ITR for last three years (Assessment year 2015-16, 2016-17 and 2017-18.
7. **GST with copy thereof.**
8. **Copy of PAN number**
9. Are you serving NII currently or served in the past, if so please attach copy of appointment of empanelment.

**II. Qualifying Criteria:**

- (A)** Full INS Accreditation Certificate: Continuous & regular INS accreditation for the last three years. (A certificate to this effect from INS addressed to NII is required to be submitted along with the application).

Is the agency having full INS accreditation for last three consecutive years	Yes/No  (If yes please enclose Copy of certificate from INS)
Is the agency having valid INS accreditation as on the last date of submission of Tender	Yes/No
Supporting Document	Copy of certificate of this effect from INS shall be submitted along with the application by the Applicants.
Details of INS Certificate	Ref. No.....  Date of Issue.....

**(B) Turnover:** Regular minimum press billing of Rs. -----per annum each for the last three financial years ending 31st March 2018. (A certificate to this effect duly signed & sealed by the Agency is required to be submitted).

Turnover		Details:
Sl. No.	Financial Year	Annual Turnover in Rs. Lakhs/(Crores)
	2015-16	
	2016-17	
	2017-18	
	Average annual turnover of last three years	

**Note: Supported by certified copies of Balance sheet, Profit & Loss account and Income tax Clearance Certificate (ITCC)**

**(C) Office location:** Corporate/Regional/Branch office in Delhi for a period of last two years.  
At least one full fledged office in Delhi.

**(D) Experience:**

- (i) Experience of handling of print/media related work in respect of Government Department/Government Institute/ Government Autonomous bodies/PSUs etc. for the last three years. Supporting documents are required to be submitted along with the application.
- (ii) Minimum 4 samples of different categories of jobs done on the basis of which the agency is seeking empanelment.

**(E) Evaluation Procedure and allocation of business:**

**(F) Submission of documents**

The Applicant shall submit all relevant documents pertaining to qualifying criterion as mentioned above including the following with their technical Bids.

- Particulars for empanelment of Advertising agencies along with required certificate documents.
- A Corporate Profile /Brochure of the agency.
- All the pages of the bids should be duly signed/ stamped by the authorized signatory.

Administrative Officer

**Additional Information**

**Particulars for Empanelment of Advertising Agencies  
(To be submitted by advertising agencies on their letter heads)**

- A. Name of the Advertising Agency.
- B. Address of Delhi Office: tel. Nos. Fax No. Mobile No. Name of the Contact person with designation, E-Mail ID.
- C. Full address of the other offices if any: Tel Nos: Mobile No:
- D. Name of the contact person:
  - i) Designation                      ii) Contact No.
  - iii) E-Mail ID                        iv) Fax No .
- E. Particulars of dedicated professional/Manager for coordination with NII for assignment.
- F. Name of the Managing Director/CEO.
- G. Why do you think that you are suitable for empanelment with NII
- H. I/We hereby certify that all the particulars given above are correct and true to the best my knowledge.

**Signature-----**

**Full Name/(Authorized Representative):-----**

**Designation-----**

**Address-----**

**With stamp**

**Note:**

- 1. The agency can use separate sheets for giving details, if required.
- 2. NII reserves the rights to verify the facts given by the agency, with the authorities, if so required.

**SCOPE OF WORK AND GENERAL TERMS AND CONDITIONS**

**A. The Empanelled agency (ies) may be required to do one or more of the following publication works.**

- (i) Publication of Notice Inviting Tender (NIT)**
- (ii) Recruitment advertisements, financial results advertisements.**
- (iii) Any other new media advertising etc.**

The above scope of work is indicative only and not exhaustive.

**The price bid of only those bidders will be opened, which qualify Part-I of (Technical Bid) and successful as per qualifying criteria laid down.**

**B. Duration of empanelment**

The empanelment of selected agencies shall be initially for a period of one year which may be renewed up to one year in part of full depending upon performance of the empanelled agencies to the satisfaction of the Institute (NII).

**C. Job Allocation/instruction and General Terms and Conditions**

- a. The empanelled agencies will be asked to service NII for routine release of advertisement. In the event of specific requirement for developing and release of a media campaign, NII reserves the right to ask any/all empanelled agencies urgently on FAX/Telephone/email to prepare and submit designs and also distribute the approved design/artwork amongst one or more agencies selected for further release of the same to the media.
- b. The agency/agencies will be asked to give a list of newspapers along with their current rate card after its empanelment with NII.
- c. Charges for jobs, other than press advertisements, like designing of booklets/brochures, printing, film making, preparing spots, etc. will be decided on competitive tendering basis amongst the empanelled agencies. However, the empanelled agencies will not be paid for designing/artwork of goodwill advertisements released in various souvenir/magazines etc.
- d. Bill for advertisement (NIT/Recruitment/Financial Results/Notices) release should be invariably supported by the copies of the bill from newspapers/magazines, voucher copies and other relevant bill in triplicate. Payment will be made in each case after verifying these documents.
- e. The agency will not be paid any charges for Artwork, Art full and production charges for advertisement released & translation of material in English to Hindi or in any other Indian language, if required.
- f. Unsuccessful bidder's EMD will be returned after award of letter of intent to successful bidder. Successful bidder's EMD will be kept as a security deposit and will be returned on furnishing of 'performance security deposit' as per the tender terms and conditions. The EMD may be forfeited in the following cases:-

- If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.
- In case of a successful bidder, if the bidder fails (i) to acknowledge the order in accordance with the terms and conditions. No interest shall be payable on EMD amount, in any case, and/or performance security by NII.
- The bidder has to furnish the details of their Bank Account to enable us to return their EMD through RTGS.
- It may be ensured that all bidders have to submit the tender documents with duly signed and stamped.

**D. The amount of EMD of successful bidder shall be converted into SD towards performance security from the date of empanelment for twelve months and for extended period also. The same will be treated as performance security deposit towards defaults like non delivery, cancellation, liquidated damages, Recovery of any amount etc.**

- E.** Payment shall be subject to deductions of any amount including Recoveries, if any for which the Bidder is liable under the contract. Further, all payments shall be made subject to deduction of TDS (tax deduction at Source) as per the income-Tax Act, 1961 including addendums issue from time to time and any other taxes, by the appropriate Authorities.
- F.** All payment shall be made in Indian Rupees only.
- G.** No advance payment will be made by NII on any account.
- H.** The bills of the agency for advertisement release should invariably be supported by the copies of the original publication bill, voucher copies, updated rate card of Publishers and other relevant bills. Payment will be made in each case after verifying these documents.
- I.** Any dispute of difference whatsoever arising between the parties out of or relating to the meaning or operation or effect of this contract or breach thereof shall be referred to the sole arbitration to be appointed by Director, NII whose decision shall be final, concluding and binding on both the parties. The Arbitration will be conducted in accordance with the Arbitration & conciliation act, 1996. The arbitrator will give speaking & reasoned award. During Arbitration proceedings no penitential interest will be paid to either of the parties. The venue of Arbitration shall be Delhi.
- J.** The courts in Delhi alone shall have the jurisdiction in respect of any legal proceedings arising out of these conditions.
- K.** NII reserves the right to terminate the services of any agency at any time without assigning any reason whatsoever.
- L.** The decision of NII with regard to selection of the agency will be final & binding and no communication in this regard will be entertained. It may be noted that NII reserves the right to reject any or all the applications without assigning any reason whatsoever.
- M.** The bidder must comply with the terms and conditions of contract. No deviations shall be entertained.
- N.** **Force Majeure:** In the event of either party being rendered unable by force Majeure to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such force Majeure shall be suspended for the period during which such cause lasts. The terms "Force Majeure" as employed herein shall mean acts of God War, Civil riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely NII and the Contractor. Upon the occurrence of such cause and upon its termination, the party alleging that its has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NII shall have the option of cancelling this CONTRACT in whole or part at his discretion without any liability at his part. Time for performance of the relative obligation suspended by Force Majeure shall then stand expended by the period for which such cause lasts.
- O.** **Liquidated damages and payment terms**  
The following liquidated damages/ payment regulating clauses with regard to media campaigns/advertisement will be applied.
- (i)** No payment shall be made in case advertisement is published beyond the specified date and in case of lapse, agency shall have to deposit 2% of the amount of publication (entire group) in which default has taken place as liquidated damages with NII otherwise performance guarantee shall be forfeited. Alternatively, the amount of penalty will be deducted directly from the agency bill.
- (ii)** In exceptional cases, if the campaign/newspaper does not get take off published on the specified date due to strike/Bandh/Holiday etc., the advertising agency shall seek NII's permission for printing advertisement on subsequent date for which revised R.O. (if required) shall be given. In case of noncompliance, no payment shall be made for the publication(s) and liquidated damages shall be imposed as given at Para 8(a) above.
- (iii)** In case of package (all editions) rates, if agencies/newspapers do not provide bifurcated rates, the amount shall be deducted on proportionate basis for those edition(s) in which default has taken place i.e. non-publication within specified date given in R.O.



**Financial Bid**

To be submitted in a separate Sealed Envelope (Mention Price Bid on the Envelop)

**Note: the tender is without Conceptualization, Design & Production etc. by the Agency**

**Agency may quote competitive rates for empanelment in the Proforma below:**

	<b>Description of work</b>	<b>Service charges and Discounts, if any, on DAVP rates.</b>
1.	Service charges or discounts, if NII arranges layout/design of the advertisement	
2.	Service charges or discounts, if the Agency provides layout/design of the advertisement	

**Note: –**

- (i) Please quote against both items (above), failing which the bid is liable to be rejected.
- (ii) Taxes as applicable under Statutory/Government rules may be mentioned.
- (iii) Service Charges/Agency Commission to be quoted in Rupees Value only or discounts in percent (%) only.
- (iv) No advance payment shall be made.
- (v) Rates quoted by the Agency will be valid for 90 days from the date of opening of Price Bid.

Signature of authorized Person of Agency

Seal and Address if Agency