

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

(A Government of India Enterprise)

27,RAJENDRANATH MUKHERJEE ROAD

KOLKATA - 700 001 (WEST BENGAL)

PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961

E-MAIL: info@bbjconst.com, Website: www.bbjconst.com

eTENDER NO.	eNIT/DGM(P-V)/AN/PRESS ADVT/R1/43-2019	DATE	25.06.2019
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NOTICE INVITING e-TENDER

Sealed e-Tenders under **Two-Part Bidding System** (i.e. Techno-Commercial Bid & Price Bid) are invited from reputed Advertising Agencies for the following work:

01.	SOCPE OF WORK / SERVICE	Publication of different type of Tenders and Appointment matters in different type of Regional and Local leading Hindi, English and any other Regional Language Daily News Papers as and when required basis.	
02.	QUANTITY	AS PER ATTACHED SCHEDULE OF RATE "A" & "B".	
03.	COST OF TENDER DOCUMENT(NON-REFUNDABLE)	NIL	
04.	EARNEST MONEY DEPOSIT(EMD)	NIL	
05.	PERIOD OF CONTRACT	Contract will be awarded for 12(twelve) months. We, however, reserve the right to extend the contract by another period or periods as may be required or terminate the contract at any time without assigning any reason whatsoever by giving first 7(seven) days and then 48(forty eight) hours notice.	
06.	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT OF CPPP, NIC	
07.	Date & Time Schedule:	Date of Publishing NIT & Tender	26.06.2019
		Document download Start Date	26.06.2019- 10:00 HRS
		Start Date of uploading of bid document	04.07.2019- 15:00 HRS
		End Date for uploading of bid document	09.07.2019- 15:00 HRS
		Date of opening of Technical Bid	10.07.2019- 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(A.Neogi)
DGM(P-V)

INSTRUCTION TO TENDERER

01	<u>REGISTRATION OF CONTRACTOR</u> Any Reputed Advertising Agency willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging onto https://eprocure.gov.in/eprocure .
02	<u>DIGITAL SIGNATURE CERTIFICATE (DSC)</u> Each publishing agency is required to obtain a Class-II or Class-III Digital Signature Certificate(DSC) for submission of tenders, from the approved service provider of the National Information's Centre(NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to Transporter DSC is given as a USB e-Token.
03	<u>SUBMISSION OF BID:</u> Bids to be submitted online through e-Procurement system of CPPP. Tender document to be digitally signed with Company's seal by the advertising agencies.. The Percentage of Discount on Offered Rates of individual News Papers and their respective Editions should be properly filled in the appropriate space in attached " SCHEDULE OF RATE – "A" AND "B" ". Tenders to be submitted in two parts:
a)	<u>TECHNO-COMMERCIAL PART:</u> The techno-Commercial will consists of the following:
i)	<u>TENDER DOCUMENT EXCLUDING BOQ</u> The tender documents duly digitally signed EXCLUDING BILL OF QUANTITIES to be uploaded in the e-Procurement portal.
ii)	<u>TECHNO COMMERCIAL PART: -</u> The Techno Commercial Part should contain the following documents, which to be submitted with the offer: (a) TENDER DOCUMENT EXCLUDING BOQ The tender documents duly digitally signed EXCLUDING BILL OF QUANTITIES/SCHEDULE OF RATE to be uploaded in the e-Procurement portal; (b). The Advertising Agency should have their Office at Kolkata and the agency should submit their documentary evidences related to their Kolkata Office address positively; (c). As a proof of experience, Advertising Agency should submit the copies of their Contracts/Orders along with successful Execution Certificate issued by Government Organisation/PSUs/ reputed Private Industrial Establishments for the last 3(three) years ending 31.03.2019; (d). Copy of Audited Balance Sheet for the last 3(three) years ending 31.03.2018; (e). Copy of PAN; (f). Copy of Income Tax Return Filed (Assessment Year) for the last 3(three) years ending 31.03.2019; (g). Copy of GST Registration Certificate; (h). Copy of current INS Accreditation Certificate or any valid current License/Certificate for engagement in the same business issued by any other Appropriate Authority.
b)	<u>PRICE-PART: -</u> Properly filled up BILL OF QUANTITY (BOQ) / SCHEDULE OF RATE –"A" & "B" duly digitally signed to be uploaded in Financial part.
4	Conditional tenders shall be straightway rejected and no additional clause will be entertained.

5	BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of supply/service/work to more than one agency/agencies without assigning any reason whatsoever. No claim will be entertained on account of this.
6	The tender is to be uploaded in e-Procurement portal and hardcopy of EMD& Tender Fee (if any) to be submitted within due date to Dy. General Manager(P-V), THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED, 27, R.N. Mukherjee Road, Kolkata-700 001 (W.B.).
7	VALIDITY OF TENDER: – 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted.

SPECIAL CONDITION OF CONTRACT**SCC-1****1.0 SCOPE OF WORK:**

Publication of different type of Tenders and Advertisement matters in daily Newspapers as and when required basis.

After getting intimation from the Braithwaite Burn And Jessop Construction Co.Ltd.(BBJ) awarded advertising agency should collect the printing matters of publication and submit one copy of proof for approval. Publication for BBJ in the Newspapers is purely as and when required basis.

2.0 PUBLICATION TIME :-

After getting intimation from The Braithwaite Burn and Jessop Construction Co.Ltd.(BBJ), awarded advertising agency should collect the printing matter on same date for publication along with date of publication from our Registered Office(27 R.N.Mukherjee Road,Kolkata-700 001).

3.0 RATE :-

Your offered Percentage of Discount on "**OFFERED RATES**" of individual News Papers and their respective editions will be valid for a period of 12(twelve) months from the date of issuing of order. Your offered/quoted Percentage of Discount on Offered Rate of individual Newspapers will be treated as "Rate Contract" basis.The said rate contract may be extended/renewed for a further period of maximum one year subject to satisfactory performance report/work/service during the last rate contract period.

In case of any Rate Revision made by individual Newspapers, your same quoted/offered Percentage of Discount on "**OFFERED RATES**" will be applicable **over Revised "OFFERED RATES" provided by Newspapers.**

The said rate contract may be terminated at any time without assigning any reason whatsoever by giving first 7(seven) days and then 48(forty eight) hours notice.

The advertising agency must quote/offer the Percentage of Discount on "**OFFERED RATES**" of individual Newspapers which will be inclusive all other taxes & duties (excluding GST, which will be extra as applicable).

4.0 PAYMENT :-

Payment will be made within 30(thirty) days **from the date of submission of bill with copy of publications.**

5.0 Any deviation of your Bid/Offer/Quotation will be treated as cancelled.

6.0 TERMINATION OF CONTRACT:

If the publishing agency persistently disregard the instruction of The Braithwaite Burn And Jessop Construction Co. Ltd.(BBJ) or failed to adhere to the agreed publication within the stipulated period, BBJ shall be a liberty to terminate the contract/service in full or part as would be applicable by issuing first seven days and then 48 hours' notice. In case of failure to complete the publication as per requirement and within the stipulated time, BBJ reserves the right to cancel the order, either in part or full as the situation demands and get the work done by deploying other publishing agency/agencies.

7.0 JURISDICTION OF COURT:-

The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the agencies/parties.

8.0 TAXES & DUTIES:

The advertising agency/contractor shall be exclusively responsible for payment of all Taxes, Royalties etc. (except Goods and Service Tax) that may be levied from time to time according to the Laws & regulation now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by the Company in respect of any duties/ taxes to be imposed on procurement of materials for execution of contract.

9.0 GOODS AND SERVICE TAX (GST)

9.1 Without prejudice to stipulation in General Conditions of Contract, the quoted price shall be exclusive of **Goods and Service Tax**. The GST as legally leviable & payable by the bidder under the provisions of applicable law/act shall be paid extra by BBJ as per bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services.

The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). Bid without GST number shall be cancelled.

At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.

Bidder shall raise their tax invoice in regular interval as per contract condition and uploaded their supply/service invoice in GSTN Portal through GSTR-1 return with 10th of next month. Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.

9.2 New Levies/ Taxes

In case Government imposes any new levy / tax after award of the work/service during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BBJ that such new levy/tax is applicable to this contract.

10.0 ARBITRATION

In the event of any questions arising out of the Contract or ancillary/ incidental as to the terms and conditions of it or relate to any matter for execution and/or performance of the contract, the same shall in-so-facto be referred to the appropriate Authority and the interpretation made by the said authority shall be final and binding upon the parties.

Notwithstanding the above, should there be any, disputes or differences by and between the parties arising out of anything under the contract, the same shall within 30 days of its occurrence first be referred to the said authority for conciliation and/or determination by the said authority. If the findings of the said authority should be acceptable by parties to the contract as communicated in writing within the next following 30 days of making reference to it. Nevertheless, the parties at

their sole option shall within the next following 30 days choose to refer or cause the matter to be referred to the Arbitrator of Person in writing, whereupon the appropriate Authority shall within two weeks hence take steps for appointment of Arbitrator of Person from amongst the officers whether or not connected in the matter and the same shall be communicated in writing to the parties making reference within the next following two weeks and the same shall be final and binding upon the parties. The Arbitrator shall enter into the reference by appropriate notice of communication to be served or cause the said notice to be served upon the parties summoning the respective parties to attend the proceedings at the date time and venue. The proceedings of Arbitration shall be as per the Arbitration and Conciliation Act 1996 as amended up to date. Jurisdiction of the matter shall be within the appropriate Courts of Kolkata. Acceptance of Order/ LOI of the concerned agency shall be deemed to be the Free Consent given by party under the law towards execution of these covenants of contract under the Contract of Arbitration.

11.0 IMPORTANT NOTES:

BBJ reserves the right to:

- 11.1** Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- 11.2** May ask for further qualification during techno commercial scrutiny of bids received.
- 11.3** BBJ shall not be liable for any expenses incurred by service/work in preparation of bid irrespective of whether it is accepted or not.
- 11.4** Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any advertising agency found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- 11.5** If the Advertising Agency deliberately gives any wrong information in his tender to create circumstances for the acceptance to his bid, BBJ reserves the right to reject such application.
- 11.6** All costs and incidental expenses for preparation of the tender, discussion, conference, pre-tender, pre-award discussion with BBJ shall be to the account of the tenderer and BBJ shall bear no liability whatsoever on such cost expenses.
- 11.7** The Tenderer shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
- 11.8** BBJ also reserves the right to publish any notice of tender/appointment through any available agency if the awarded Agency fails or disagrees to publish the same in stipulated dates. The differences of prices for publication shall be recovered from any dues available with BBJ from the awarded Agency, if any.

(Animesh Neogi)
Dy. General Manager (P-V)

SCHEDULE OF RATE - A (TENDER)

Description	Discount on " OFFERED RATES " to be mentioned in Percentage Basis	Percentage in Words
Publication of Notice of Tender through any National, Regional and Local Leading Hindi, English or any Local Language Newspapers (e.g. The Statesman, The Telegraph, The Times of India, Hindustan Times, Indian Express, The New Indian Express, Business Standard, Anandabazar Patrika, AJ-all editions, Dainik Bhaskar-all editions, Dainik Jagran, Jansatta, The Hindu or any Other Daily Newspapers).		

Notes:- GST(as applicable) is extra

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DGM (P-V)

SCHEDULE OF RATE - B (ADVERTISEMENT)

Description	Discount on " OFFERED RATES " to be mentioned in Percentage Basis	Percentage in Words
Publication of Notice of Advertisement through any National, Regional and Local Leading Hindi, English or any Local Language Newspapers (e.g. The Statesman, The Telegraph, The Times of India, Hindustan Times, Indian Express, The New Indian Express, Business Standard, Anandabazar Patrika, AJ-all editions, Dainik Bhaskar-all editions, Dainik Jagran, Jansatta, The Hindu or any Other Daily Newspapers).		

Notes:- GST(as applicable) is extra

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