

THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED

eNIT/BBJ/DGM(P-V)/AN/PRESS/ADVT/19-20/13-2019

Dated: 27.02.2019

(A GOVT. OF INDIA ENTERPRISE)

Regd. Office : 27, RAJENDRA NATH MUKHERJEE ROAD

P.O.Box No. 264, Kolkata - 700 001 (WEST BENGAL)

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

e-MAIL: bbjproj@vsnl.net ; infor@bbjconst.com**NOTICE INVITING TENDER****eNIT/BBJ/DGM(P-V)/AN/PRESS/ADVT/19-20/13-2019****Dated: 27.02.2019**

Offers are invited from reputed Publishing Agencies through ONLINE THROUGH e-Procurement System OF CPP in connection with publication of Tender/Appointment matters in daily Newspapers as and when required basis. The description of scope of work along with other terms and conditions are detailed hereunder:-

A	SCOPE OF WORK	Publication of different type of Tenders and Advertisement matters in different type of Regional & Local leading Hindi, English and Bengali Daily News Papers as and when required basis.	
B	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 three weeks notice in advance.	
C	MODE OF SUBMISSION OF BID	BIDs to be submitted online through e-Procurement System of CPPP at https://eprocure.govt.in/eprocure/app . A Hard Copy of shall have to be submitted to this office. Incomplete tenders submitted with qualified condition(s) at variance with Instruction to Bidders/General Terms & Conditions are liable to be rejected summarily.	
D	DIGITAL SIGNATURE CERTIFICATE(DSC)	Each contractor 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 bidder DSC as a USB e-Token.	
E	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	28.02.2019
		Document Download Start	28.02.2019 - 10:00 HRS
		Start Date of Uploading of Bid Document	28.02.2019 - 10:00 HRS
		End Date for Uploading of Bid Document	14.03.2019 - 10.00 HRS
		Date of opening of Bid	15.03.2019 - 10:00 HRS

(ए. नियोगी) / (A. Neogi)

DGM (P-V)

INSTRUCTION TO BIDDERS

1.	SUBMISSION OF BID – All the pages of the tender document to be signed with Company’s seal by the bidders. The rates in the appropriate space in the SCHEDULE OF RATE should be properly filled, both in figures and words. No overwriting, using of correction fluid will be allowed. Any correction will be done by scoring out the incorrect entry and inserting the new entry in a legible manner. Both the correction and new entry to be signed and sealed with Company’s seal. In the event of any difference between figure & words of the quoted rates, the rate in word shall be considered for evaluating the tender. The tender shall be signed by the person legally authorised to enter into commitment on behalf of the Tenderer.
2	LANGAUAGE – Bids and all accompanying document shall be in English. In case any accompanying documents are in other language, it shall be accompanied by an English Translation. The English version shall prevail in matter of interpretation.
3	The Hard Copy of NIT also to be submitted in a sealed cover and super scribed with Tender Reference, Due Date marked in favour of The Deputy General Manager(P-V), THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION CO. LTD., 27 R. N. Mukherjee Road,Kolkata-700 001(West Bengal).
4	All incidental costs and expenses for preparation of the tender, discussion, conference, pre-tender site visit, pre-award discussion with BBJ shall be to the account of the tenderer and BBJ shall bear no liability whatsoever on such cost expenses.
5	The bid/offer will contain the following documents :-
a	As a proof of experience, bidders should submit copies of contracts/orders along with the successfully execution certificate from Government Organisation/ PSUs/ reputed Private Industrial Establishments for the last 3(three) years ending 31.03.2018
b	Copy of Audited Balance Sheet for the last three years ending 31.03.2018
c	Copy of Service Tax Registration Certificate.
d	Copy of Income Tax Return Certificate for the last 3(three) years ending 31.03.2018
e	Copy of GST Registration Certificate
f	Copy of current INS Accreditation Certificate or any valid current License/Certificate for engagement in the same business issued by any other Appropriate Authority.
g	Copy of PAN
6.	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
7.	BBJ reserves the right to accept/reject any or all of the tenders and split the scope of work to more than one agency/agencies without assigning any reason whatsoever. No claim will be entertained on account of this.
8.	All duties, taxes, fees and other levies payable by the Contractor / Publishing Agency under the contract or any other cause shall be included in the quoted prices.

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9.	Validity of Tender – 90 (NINETY) days from the date of opening of tender or for a further period if mutually accepted.
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SPECIAL CONDITION OF CONTRACT

- i. **Rate** :- Your offered Percentage of Discount on Offered Rates of individual News papers and their respective Editions and the same percentage of discount will be valid till **31st March,2020**. In case of any rate revision made by individual newspapers, your same quoted percentage of discount will be applicable over revised rate on production of revised Newspaper Card Rates and Offered Rate. GST(as applicable) will be extra.
- ii. **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 publishing agency should collect the matter of publication and submit one copy of proof for approval. Publication for BBJ in the Newspapers is purely as and when required basis.
- iii. **Publication Time** :- After getting intimation from The Braithwaite Burn And Jessop Construction Co.Ltd.(BBJ), publishing agency should collect the matter for publication alongwith date of publication from our Registered Office(27, R.N.Mukherjee Road,Kolkata-700 001)
- iv. **Payment** :- Within 30 days from the date of publication and submission of bill with copy of publications.
- v. **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 completion period, 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.
- vi. **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 parties.
- vii. **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.

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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 at per with 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.

(ए. नियोगी) / (A. Neogi)
DGM (P-V)