

दि ब्रेथवेट बर्न एण्ड जेसप कंस्ट्रक्शन कंपनी लिमिटेड
THE BRAITHWAITE BURN AND JESSOP CONSTRUCTION COMPANY LIMITED

(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: info@bbjconst.com

NOTICE INVITING e-TENDER

eNIT/BBJ/DGM(P-V)/AN/PRESS ADVT/GS&OE/20-2021

Dated: 17/03/2021

Sealed e-Tenders under **Two Part Bidding System** (i.e. Techno Commercial Bid and Price Bid) are invited from reputed Advertising Agencies for publication of Tender/ Appointment matters in different type of Daily News Papers as per details given hereunder :-

A.	SCOPE OF THE WORK/ SERVICE	Publication of different type of Tenders and Appointment matters through different type of National, Regional and Local Leading Hindi, English and any other Regional Language Daily News Papers as and when required basis.	
B.	QUANTITY	As per attached Bill of Quantity (BOQ) / Schedule of Rate "A" & "B"	
C.	COST OF TENDER DOCUMENT	NIL	
D.	EARNEST MONEY DEPOSIT (EMD)	NIL	
E.	PERIOD OF CONTRACT	Contract will be awarded for 18(eighteen) 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.	
F.	MODE OF SUBMISSION	Online through e-Procurement of CPPP, NIC	
G.	Date & Time Schedule:	Date of Publishing NIT & Tender Documents	17.03.2021
		Document Download Start	17.03.2021 - 16:00 HRS
		Start Date of Uploading of Bid Document	25.03.2021 - 10:00 HRS
		End Date for Uploading of Bid Document	30.03.2021 - 15:00 HRS
		Date of Opening of Technical Bid	31.03.2021 - 15:00 HRS
		Date of Opening of Financial Bid	To be notified later

(ए. नियोगी) / (A. Neogi)

DGM (P-V)

Tenderer

BBJ

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INSTRUCTION TO THE BIDDERS

1.0 REGISTRATION OF CONTRACTOR

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://eprocure.gov.in/eprocure/app>

2.0 DIGITAL SIGNATURE CERTIFICATE (DSC)

Each bidder 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 is given as a USB e-Token.

3.0 SUBMISSION OF BID:

Bids to be submitted online through e-Procurement system of Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/eprocure/app>). **Hardcopy of the uploaded/ submitted bid shall have to be submitted to this office physically along with the EMD.**

Tender document to be digitally signed with Company's seal by the bidders. The rates in the appropriate space in the **BOQ/SOR-A & B** should be properly filled in. Tenders to be submitted in **two parts**:

- a) **TECHNO-COMMERCIAL PART:** The Techno-Commercial part will consist of -
i) **PRE QUALIFICATION CRITERIA OF THE BIDDER**

Documentary evidence satisfying the Pre-Qualification Criteria (PQC) should be provided as part of Technical Bid. Any bidder not qualifying PQC criteria will be rejected and price bid will not be opened.

The Techno Commercial Part should contain the following documents, which to be submitted/ upload with the offer:

- (a) Documents related to KOLKATA OFFICE ADDRESS of Advertising Agency.
- (b) Copy of GST Registration Certificate.
- (c) Copy of acknowledgement of filling of GSTR 1 and GSTR 3B for the current financial year up to the month of Tender (i.e. March,2021).
- (d) Copy of PAN CARD
- (e) Digitally signed copy of tender documents
- (f) Audited Balance Sheet & P/L for the financial year :- 2017-18, 2018-19 & 2019-20.
- (g). Copy of current INS Accreditation Certificate or any valid current License/Certificate for engagement in the same business issued by any other Appropriate Authority.
- (h) Copy of relevant documents/ experience certificate showing past experience in similar works in Government Organization/PSUs/ Reputed Private Industrial Establishments during last 7(seven) years ending 31.12.2020. "Similar Work" means :- Publication of different type of Tenders and Appointment matters through different type of national, regional and local

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leading Hindi, English and any other Regional Language Daily News Papers on behalf of Govt. Organization/PSUs/reputed Private Industrial Establishments.

- b) **PRICE-PART -**
Properly filled up **BILL OF QUANTITY (BOQ)/SCHEDULE OF RATE –A & B** duly digitally signed to be uploaded in financial part.
- i) Bidder shall take into account all costs including collection of advertisement matter, submission of proof of printing matter for publication of advertisement matters before quoting the rates. In this regard no claim what so ever shall be entertained.
- ii) The price quoted in financial bid shall be firm and shall include all but excluding GST. Any variation in the taxes, duties, levies etc. till publication of advertisement matters shall be to the bidder's account.
- iii) No extra payment shall be paid on account of any discrepancy related to publication matter. The Bidder shall seek clarifications if any before submitting the tender.
- iv) No representation for the enhancement of percentage of discount of offered rates of the accepted tender or alteration of the terms and conditions will be entertained till completion of contract period.
- 4.0 Conditional tenders and/or tenders with Deviations shall be straightway rejected and no additional clause will be entertained.**
- 6.0 VALIDITY OF TENDER: – 90 (NINETY) days** from the date of opening of tender or for a further period if mutually accepted.
- 7.0** Hardcopy of the bid as uploaded in the CPP Portal to be submitted to this office prior opening of technical bid.

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SCOPE OF WORK/ SUPPLIES

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.

SPECIAL CONDITION OF CONTRACT

A. DEFINITIONS AND INTERPRETATION:

In this Tender Document, as hereinafter defined, the following words and expressions shall have the meaning as under:

- a) **"BBJ"** shall mean The Braithwaite Burn And Jessop Construction Company Limited having its registered Office at 27, R. N. Mukherjee Road, Kolkata-700 001.
- b) **"TENDER"** shall mean the proposal submitted by the Tenderer/ Bidder/ Supplier/ Dealer/Agency in response to BBJ's Notice of Invitation to this Tender Document.
- c) **"ORDER"** shall mean a written Work/ Purchase Order issued by BBJ.
- d) **"TENDERER/ BIDDER"** shall mean the firm or Company (hereinafter called Tenderer/ Bidder) who duly submits the tender after accepting all the terms & conditions of the tender document.
- e) **"SUCCESSFUL BIDDER"** whose tender has been accepted by BBJ.

The bidder is liable to be disqualified, even though they meet the qualifying criteria, if they;

- Made misleading or false representation, statements and attachments submitted in proof of the qualification requirements, and/or deliberately gives wrong information/ submit fake, false, fabricated, forged documents.
- Record of poor performance such as abandoning the works, not properly completing the contract as well as execute order, inordinate delays in publication of advt. Matter, litigation history, or financial failures, a record of Court Cases with BBJ against earlier tender/ contracts etc.
- The bidder must provide any further details required for the review upon the request of BBJ, failure to comply with any request by BBJ for such information shall request in rejection of their offer.

In nay of above, BBJ reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/ Retention Money/ any other money due.

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B. 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 BBJ Registered Office (27 R.N.Mukherje Road,Kolkata-700 001).

C. RATE :-

The bidder must submit their **Percentage of Discount** on '**OFFERED RATES**' of individual News Papers and their respective editions in appropriate space in attached "**Schedule of Rate – A & B**".

Their quoted percentage of discount of offered rates will be valid for 18(eighteen) months from the date of issuance 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 12 months subject to satisfactory performance report/work/service during the last 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 of all other taxes & duties except **GST**. GST(as applicable) will be extra.

Notes:

The award of the order or rejection of the bidder's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s), whatsoever thereof. A bidder whose tender is not accepted shall not be entitled to claim any cost/ charges or expenses incidental to or incurred by the bidder through or in connection with the preparation and submission of the Tender/Offer to BBJ and in this regard the sole discretion of BBJ shall be final. BBJ also reserves the absolute right to split up and award the requirement between two or more Tenderers.

D. Validity of Offer :

Tenderer's offer should be valid and firm for a period of 90 days from the date of opening of offer.

E. Payment :-

Payment will be made within 45 days from the date of submission of bill with copy of publications.

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F. GOODS AND SERVICE TAX (GST)

- a) The **quoted price shall be exclusive of Goods and Service Tax (GST)**. The GST as legally leviable & payable by the successful bidder under the provisions of applicable law/ act shall be paid extra by BBJ as per successful bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services. HSN code must be provided by the bidder in BOQ.
- b) The bidder shall get registered with the GST authorities and their registration certificate shall be submitted along the bid documents (techno commercial). **Bid without GST number (in the name of the Bidder) shall be cancelled.**
- c) At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the 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.**
- d) Bidder shall raise their tax invoice in regular interval as per order terms & conditions and uploaded their supply invoice in GSTN Portal through GSTR-1 return within 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.

G. LIQUIDATED DAMAGE:

If the successful bidder causes any delay in performance as per LOA/ Order by disobeying the stipulated time frame then BBJ shall have the right to charge penalty @ 0.50% (zero decimal five zero percent) of the order value per week or part thereof, subject to a maximum of 5% (five percent) of Order value and the decision of BBJ in this respect shall be final.

H. SUBLETTING OF WORK

No part of Work Order nor any share or interest thereof shall in any manner of degree be transferred, assigned or sublet by the vendor directly or indirectly to any firm or corporation whatsoever without the prior consent in writing of BBJ.

I. ARBITRATION:

In case a dispute or difference of any kind whatsoever, arises out of or relates to the Contract or ancillary / incidental as to the terms and conditions of it or relates to any matter for execution and/or performance of the Contract, between the parties to the Contract, it is a term of the agreement by and between the parties herein that before invoking arbitration, the aggrieved party shall first & foremost refer the matter to the Competent Authority of BBJ and the decision / recommendation / interpretation made by the said Competent Authority of BBJ shall be final & binding upon both the parties.

On the failure of the procedure prescribed above or if a party is dissatisfied with the decisions / recommendations aforesaid, and notwithstanding anything else contained elsewhere, the aggrieved party may by a notice in

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writing to the Competent Authority of BBJ clearly evince the intention to refer the disputes and differences that have arisen between the parties to Arbitration by constitution of an Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators, one each to be nominated by the respective parties and the third to be appointed by the nominated arbitrators.

Pending submission of and/or decision on a dispute or difference as aforesaid or until the Arbitral Award is published, the parties (if the Contract is not terminated / cancelled) shall continue to perform all of their obligations under this Agreement and the Contract, without prejudice to a final adjustment in accordance with such award.

The decision of the Arbitral Tribunal arrived at after hearing the parties shall be final and binding upon the parties. The Arbitration Proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactments thereof.

It is also agreed by the parties that the Arbitration Proceedings shall be conducted in English language. The venue of Arbitration shall be Kolkata only and any proceedings arising out of this Agreement / Contract shall be subject to the jurisdiction of Courts at Kolkata.

J. ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1) Work order
- 2) Letter of Award (LOA)
- 3) Schedule of Items, Rates & Quantities
- 4) Special Conditions of the Contract (SCC)
- 5) Technical Specifications (TS)
- 6) Scope of Work (SOW)
- 7) Notice Inviting Tender
- 8) Instructions to the Bidders (IB)
- 9) General Conditions of Contract

K. TERMINATION OF CONTRACT:

In the event, BBJ finds that the successful Bidder's progress is consistently below the accepted pace based on the program scheduled mentioned in this document or fixed by BBJ and/or if the quality of works being executed by the successful Bidder falls below the expected standards laid down by BBJ, in such cases, in the interest of timely and successful completion of the project and to maintain the high quality of work, BBJ reserve the right to delete the Scope of Work of the successful Bidder, or, the entire balance work to be taken away from the successful Bidder and BBJ shall be at liberty to get such works done/executed by any other agency/ agencies for which the present successful bidder herein shall be liable to pay all the incidental & extra cost to BBJ. Moreover, BBJ shall not be liable to pay any compensation

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or make good any damage/s or to effect any other payment to the present successful bidder for any ground whatsoever.

The successful bidder shall be debarred from participating in the tender for executing the balance work. If the successful bidder is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

The defaulting successful bidder shall not be issued any completion certificate for the contract.

All the statutory obligations including maintaining the all other local rules & regulations/ rules of local Govt. bodies should be abide & complied by the successful Bidder and any consequence comes out from the act or omission of the successful Bidder which can result stoppage of work or the successful bidder fails to comply any of its respective Contractual obligation(s) within stipulated time frame, in that event BBJ reserves the right to terminate the contract and to take any action against the successful Bidder (such as forfeiture of EMD/ Security Deposit, encashment of Performance Bank Guarantee, non-payment/ forfeiture of RA Bills etc.) and the decision of BBJ in this respect shall be final.

In the above situations, BBJ reserves the right to issue a notice in writing to that effect and if the successful bidder does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the BBJ, then BBJ shall be entitled after giving 48 hours' notice in writing to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice should be issued by BBJ.

L. 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.

M. IMPORTANT NOTES:

BBJ reserves the right to:

- (i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- (ii) Increase/ decrease/ alter the job description/ scope of work with corresponding change in the value of contract.
- (iii) Postpone or extend the above-mentioned date, split and distribute the work among more than one bidder without assigning any reason what so ever.
- (iv) May ask for further qualification during techno commercial scrutiny of bids received.
- (v) BBJ shall not be responsible for any delay, loss, damage for bids sent by

Tenderer

BBJ

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- post.
- (vi) BBJ shall not be liable for any expenses incurred by bidder for service/work/contract or during preparation of bid irrespective of whether it is accepted or not.
 - (vii) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
 - (viii) If the bidder 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.
 - (ix) The bidder shall submit their price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
 - (x) 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 price for publication shall be recovered from any dues available with BBJ from awarded agency, if any.

(ए. नियोगी) / (A. Neogi)
DGM (P-V)