

INVITATION TO TENDER (ITT)**Sub : Inviting Sealed Quotations for discount on Advertisements published in Daily Newspapers by JPC**

Dear Sir / Madam,

The Joint Plant Committee's (JPC) Head Quarter in Kolkata invites sealed quotations from Agencies for publishing advertisements of various Tenders, etc throughout the year; for this they publish advertisement in the classified columns of some daily newspapers. Details given below :-

1.	Item Description	:	<ul style="list-style-type: none"> ➤ Details of advertisements to be published is in Annexure A ➤ Matter is to be published in the following newspapers:- <ul style="list-style-type: none"> -- The Telegraph (Kolkata version) -- Anandabazar Patrika (Kolkata version) in the section for classified advertisements. ➤ Price bid is in Annexure B
2.	Date of publication of the advertisement	:	17.08.2017
3.	Pre-Bid Meeting	:	22.08.2017 at 12:30 p.m.
4.	Last Date, Time and Venue of Submission of Tender	:	25.08.2017, till 2:30 p.m. at JPC HQs, Ispat Niketan, 1 st Floor, 52/1A Ballygunge Circular Road, Kolkata – 700 019
5.	Due date, time & venue of opening of offers , Part-I & II – EMD & technical bid	:	25.08.2017, Time: 3 p.m. JPC HQs, Ispat Niketan, 1 st Floor, 52/1A Ballygunge Circular Road, Kolkata – 700 019
6.	PART - III – COMMERCIAL BID	:	Will be conveyed after opening the technical bid
7.	Earnest Money Deposit (EMD)	:	₹ 5,000/- (Rupees five thousand only) in the form of Demand Draft drawn on any Nationalised Bank only in favour of 'Joint Plant Committee' payable at Kolkata. This needs to be deposited in a separate envelope along with the Technical and Commercial Bids. In case of non-submission of EMD, the Technical Bid of the concerned vendor will not be opened and hence cancelled (Details of EMD in section entitled 'Submission of Tender').
8.	Cost of Tender Paper	:	₹ 200/- (Rupees Two Hundred only) to be paid in cash.
9.	Sale of Tender Document	:	Between 11 AM to 1.00 PM and 2:30 p.m. to 3:30p.m. on any working day from Joint Plant Committee, 52/1A Ballygunge Circular Road, Kolkata – 700 019 from 17.08.2017 to 24.08.2017 Or Download from www.jpcindiansteel.nic.in/ Cost of this paper is Rs.200/-(Rupees two hundred only). If however, the tender is downloaded from website, a separate Demand Draft of Rs.200/- to be drawn from any Scheduled/Commercial/Nationalised Bank (except Cooperative and Gramin Bank), in favour of 'Joint Plant Committee', payable/en-cashable at Kolkata.
10.	Period of Contract	:	1 Year w.e.f. 1 st September, 2017 to 31 st August, 2018

You are requested to follow the guidelines in the Tender Notice and submit your rates accordingly.

Thanking you,

Yours faithfully,

Encl : As above

(R. Bandyopadhyay)
Chief Manager (DB&AS) & HOD (HR&A)

TENDER NOTICE

SCOPE OF WORK

1. Details of advertisements to be published is in Annexure A
2. Matter is to be published in the following newspapers:-
 - The Telegraph (Kolkata version)
 - Anandabazar Patrika (Kolkata version) in the section for classified advertisements.
3. Price bid is in Annexure B

SUBMISSION OF TENDER

Tender shall be prepared and submitted in three separate sealed covers superscribing:

Envelope I: "EARNEST MONEY DEPOSIT (EMD) FOR INVITING RATES/QUOTATION FOR INVITING SEALED QUOTATIONS FOR DISCOUNT ON ADVERTISEMENTS PUBLISHED IN DAILY NEWSPAPERS BY JPC

PART I-EMD – This part shall contain:

a) Earnest Money Deposit (EMD)

The Earnest Money Deposit (EMD) must be included in a separate sealed envelope. This should be in form of a demand draft drawn on any Nationalised Bank only in favour of Joint Plant Committee, Kolkata for a value of **₹5,000/- (Rupees Five Thousand only)**. The Earnest Money will not earn any interest. If the participating vendor, after submitting his tender, refuses to honor his offer or modifies the terms and conditions thereof in a manner not acceptable to Joint Plant Committee, the Earnest Money shall be liable to be forfeited. DD/Pay order on cooperative banks will not be accepted and in such cases, the bid shall be rejected. Earnest Money Deposit will be returned to the unsuccessful 'participants' within 15 days of opening of bids. Should an Invitation to tender be withdrawn or cancelled by Joint Plant Committee, which it shall have the right to do at any time, the Earnest Money will be returned to the participating vendor. **Earnest Money Deposit** of the successful vendor will be retained as **Security Deposit**. In case of unsatisfactory performance, JPC reserves the right to forfeit the Security Deposit.

After the period of contract for publishing advertisement is over, the vendor may request JPC vide letter for releasing the Security Deposit. The indenting department in this case will give a 'No Objection' Certificate on whose production, the vendor will get back the Security Deposit.

Receipt of ₹200/- : In case the tender documents are downloaded from JPC website, Demand Draft/ Pay Order / Banker Cheque drawn on any Scheduled Commercial Bank except Gramin Bank / Co-operative Bank drawn in favour of "JOINT PLANT COMMITTEE" payable at Kolkata for ₹200/- (Rupees Two Hundred only) towards the cost of tender documents.

Non submission of EMD in a separate envelope as already mentioned will lead to the cancellation of the whole tender. The 2nd envelope of the Technical bid in this case will not be opened at all.

"Considering the nature of the service sought vide this tender being a consolidated one, JPC is not in a position to consider allowing MSMEs to supply a portion upto 20%of requirement by bringing down their price to L1 price, where L1 is non-MSME and the MSME has quoted price within the price range of L1 +15 per cent."

Envelope II: RATES/QUOTATION FOR INVITING SEALED QUOTATIONS FOR DISCOUNT ON ADVERTISEMENTS PUBLISHED IN DAILY NEWSPAPERS BY JPC

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

Part-II (Technical Bid) - This part shall consist of following items :

- At least two past Work Orders and Certificates of Successful Completion against that particular Work Order from the concerned authority of the organization.
- Documents in support of GST, PAN No., Company Registration No. & Trade License No., Partnership Deed, if applicable.
- Receipt of purchase of Tender Forms.
- The Address, Telephone Number, Fax Number, Email Number etc. of the Office at Kolkata and details of the authorized contact person.
- Office of the participant should be in Kolkata. Registered address, phone no. must be included.
- The Tenderer must produce Audited Balance Sheet for the last three financial years.
- Annual turnover of the participant should not be less than Rs.25 lakhs per year for the last three years as per the duly audited books of accounts.
- **All the pages of the tender document must be self certified and stamped** as a token of acceptance of the terms & conditions of the tender and for having understood it. These should also be included in the Technical Bid excepting Annexure B, which must be included in the Commercial Bid.

Envelope III: "COMMERCIAL BID FOR DISCOUNT ON ADVERTISEMENTS PUBLISHED IN DAILY NEWSPAPERS BY JPC

The Commercial Bid must contain the following in one sealed envelope:-

The sealed envelope for **Commercial Bid** should contain the percentage of discount the Agency will offer JPC for publishing the advertisements in the daily newspapers, The Telegraph and Anandabazar Patrika, Kolkata version.

The format should be the one provided in the Tender Document. No other format will be accepted.

All the above three envelopes will have to be put into a single sealed envelope superscribed as "Tender Inviting Sealed Quotations for discount on Advertisements published in Daily Newspapers" and addressed to Chief Manager (DB&AS) & HOD (HR&A). Technical bids of the participants shall be opened only if the EMD deposited is in order. Non submission of EMD in separate envelope will lead to the cancellation of the respective tender. Technical bid should not contain price bid, otherwise the tender shall stand rejected. Commercial bids will be opened only if Technical Bids are in order.

b) General Terms

- **All the pages of the tender document must be self attested and stamped** as a token of acceptance of the terms & conditions of the tender and for having understood it. This should also be included in the Technical Bid.
- **The tender, incomplete in any respect, may be treated as cancelled.**
- **JPC reserves the right to accept / cancel any / all Tender without giving any reason whatsoever**
- The participants may remain present at the time of opening of the Technical Bids.
- After evaluation, the successful parties will be informed about the date of opening of Commercial Bids. The participants, who qualify in the Technical Bids, may remain present at the time of opening the Commercial Bids.
- Commercial Bids of the unsuccessful vendors (technically disqualified) will not be opened and will be returned to the respective companies.

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

1. Award of Work

- a) The basis of evaluation of tender will be the H-1 rate only and the H-1 rate will be calculated/determined on both the newspapers. However, "Considering the nature of the service sought vide this tender being a consolidated one, JPC is not in a position to consider allowing MSMEs to supply a portion upto 20%of requirement by bringing down their price toL1 price, where L1 is non-MSME and the MSME has quoted price within the price range of L1 +15 per cent."
- b) **If total quoted rates of any of the two participants become same, they would be asked for spot quotation. The participant who would quote the highest here, would be awarded the job.**
- c) Work Order will be offered to the party winning the bid. If any party refuses to comply, the EMD will be forfeited & the Company will not be allowed to participate in future tender process of JPC till such time as decided by the Competent Authority of JPC.
- d) **In cases of non-satisfactory deliverance of work by the vendor and non-adherence to time schedule (as mentioned in Point no. 2 at page 4), JPC has the right to serve a one-months' notice to the vendor and then terminate the contract if so decided. The vendor may in such cases be black listed if the joint Plant Committee so decides.**
- e) Security Deposit – The EMD will be retained as Security Deposit till the expiry of the tenure.
- f) Necessary TDS will be deducted from the bill as per the IT Act.

2. Deliverables

The advertisement as given by JPC must be published in the Kolkata Version of the two daily newspapers already mentioned before, within 24 hours of receipt of the matter.

3. Performance Guarantee

The L-1 vendor may be required to explain/justify the basis of their quoted price as & when asked for. If the participant quotes unworkable rates i.e. if the quoted price is less than the lower limit of the estimated price, the party will have to justify the rates quoted and will have to give Performance Guarantee Bond(in addition to the Security Deposit) in the form of Bank Draft/Bank Guarantee. The amount of Performance Guarantee will be decided by JPC. In case the L-1 vendor fails to justify the quoted rate or refuse to cooperate in this regard, his quotation will be treated as cancelled and EMD deposited will be forfeited. Besides, he will not be allowed to participate in the future tender for a period as decided by the Competent Authority.

Terms of Payment

100% payment through A/c Payee Cheque against the bills received will be made after the advertisement is published in the newspapers as required.

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

Penalty Clause

If, the vendor fails to publish the advertisement in the stipulated time of 24 hours after handing the matter for advertisement, JPC shall be entitled an option either of :

- a) Deduction of 1% from the bill value.
 - b) To engage another suitable tenderer for the said job without notice to the vendor on the account and the risk of the vendor the services not delivered, or others of a similar description, without canceling the purchase order, at the sole risk of the vendor. In such case the financial liability of JPC will have to be borne by the defaulting Company, **or**
 - c) To cancel the purchase/work order.
- (i) **Conciliation:** All questions, claims, disputes and or differences of any kind whatsoever arising out of or in connection with or concerning this contract, at any time, whether before or after determination of the contract, shall be referred by the parties hereto for Conciliation before a Conciliatory Forum / Body. The Conciliatory Forum / Body will be composed of the following members:-
- Nominee of JPC – Independent of officer handling the contract.
 - Nominee of the Vendor.

The parties in dispute would place their facts in writing before the Body / Forum and the process of conciliation would be completed within the period of the three months from the date of reference to the Conciliatory Forum / Body. On failure of the conciliation, the aforesaid questions, claims, disputes and or differences shall be referred by the parties here to for the decision by a Sole Arbitrator to be appointed as herein after mentioned.

- (ii) **Arbitration:** Matters in question, claims, dispute and or difference in respect of the contract to be submitted to arbitration as aforesaid shall be referred for decision to a Sole Arbitrator to be appointed by JPC. Appointing the Sole Arbitrator, JPC shall nominate three names out of which the Tenderer shall give his consent for one of them for appointment as Sole Arbitrator, failing which after 30 days of the issuance of the letter informing three names JPC shall have the power to appoint one of the three notified persons as the Sole Arbitrator. The Sole Arbitrator appointed as stated above, shall from the time of his appointment and throughout the arbitration proceedings, without any delay, disclosed to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality provided that the mere fact that such Sole Arbitrator is an employee of JPC or SAIL shall not be regarded as such circumstances. The arbitrator shall decide the questions, claims, disputes or differences submitted to him by the parties in accordance with the substantives law for the time being in force in India.

The arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party. Any arbitrator having personal interest in the case at the time of his appointment and at any time subsequently thereafter must withdraw from his office himself and the parties shall also have the right to ask him to do so. The venue of the arbitration shall be Kolkata.

Procedure for conduct of the arbitration proceeding shall be decided by the arbitrator, in consultation with the parties before proceeding with reference. The arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) as aforesaid, the arbitrator/s as the case may be in consultation with the parties shall also determine the manner of taking evidence, the summoning of expert evidence, and all such matters as are necessary for the expeditious disposal of the arbitration proceedings.

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

The provision of the Arbitration and Conciliation Act, 1996 and the rules framed there under, if any and all modifications / amendments thereto shall deem to apply and / or be incorporated in this contract and when such modifications / amendments to the Act / Rules are carried out.

Services under the contract shall be continued by the Tenderer under the contract, during the arbitration proceedings and recourse to arbitration shall not be a bar to continuance for the work or supply unless otherwise directed in writing by JPC.

- (iii) **Force Majeure** : In the event either or both the parties to the contract is/are prevented from discharging its / their obligation(s) under the contract by reason of one or more of the events such as arrest(s), restraint(s), by government of people, blockade(s), revolution(s), insurrection(s), mobilization(s), strike(s), lockouts(s), civil commotion(s), riot(s), accident(s), act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties, the time of the delivery shall be extended by the period equal to the period of delay/constraints occasioned by one or more of the aforesaid Force Majeure conditions.

On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such occurrence(s) within 10 days of Force Majeure stating therein (i) the date of occurrence(s) of Force Majeure disability, (ii) the nature of such Force Majeure disability, along with a chamber of commerce of the concerned state certifying the fact of the Force Majeure condition during the period.

In the event of the Tenderer invoking the Force Majeure condition(s), the JPC shall have the option to cancel the contract for the reason of any or all of the Force Majeure conditions notified by the Tenderer without being liable to pay any compensation whatsoever to the Tenderer.

- (iv) **Sub-contracts**: The vendor, who has won the job, shall not assign or sub-contract in whole or in part the contract in any manner except with the prior approval of JPC.
- (v) **Amendments**: No variation in or modification of the terms of the contract shall be made except by written amendment signed by JPC.
- (vi) **Compliance with all Laws**: The selected vendor shall be responsible and shall ensure compliance norms with all laws applicable and related to the printing & design. This will include inter-alia, rules, regulations, by-laws and orders of the appropriate authorities and statutory bodies and may be enforced from time to time during the currency of the contract.
- (vii) **Copyright Protection**: JPC shall be protected by the vendor from any malpractice suits or infringements, by third vendor pertaining to authorization to use product supplied.
- (viii) **Copyright**: JPC shall have the sole copyright to the design and content of the total publication.
- (ix) **Confidentiality Clause**: The successful vendor will enter into a confidentiality agreement with JPC the draft of which will be supplied when the work is taken up.
- (x) **Exception to Tenders**: JPC, in its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right to accept or reject the lowest bid or any other tender or all the tenders. JPC also reserves the right to accept any tender in full or in part.

For any clarification on Scope of Work, please contact :

- i. Smt. Shalini Dubey, Jr. Manager (HR&A), JPC

Thanking You,

Yours faithfully,

(R. Bandyopadhyay)
Chief Mgr (DB&AS) & HOD (HR&A)

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

Annexure –A

The detail of the advertisement to be published is given below:-

1.	Newspapers where the advertisements will be published	The Telegraph & Anandabazar Patrika combined, Kolkata version
2.	Position of Advertisement	Classified column
3.	Advertisement size	Calculation of price will be done by counting characters. However, a photocopy of the original cut-out is affixed at the bottom to read the size, etc.
4.	Display Advertisements	No
5.	Border	There will be no border
6.	Matter of Advertisement	To be prepared and designed by JPC
7.	Handing of Matter	Matter will be directly e.mailed to the vendor.
8.	Time to be taken to publish the advertisement	24 hours. Once advertisement is given in the morning, the vendor has to publish it in the next day's newspaper.
9.	The advertisement will on no condition be published in colour, with border, on a screen, in bigger format, as display advertisement or in bold unless instructed to do so by the dealing officer of JPC. Extra prices on such cases have to be borne by the vendor.	

Sample of advertisements published in The Telegraph & Anandabazar Patrika :

Joint Plant Committee
52/1A, Ballygunge Circular
Road, Kolkata-19
Tender Form for Operation,
Repair & Maintenance of
High Tension/LT Electric
Installation at Ispat Niketan,
Kolkata is available at
website [www.jpcindiansteel](http://www.jpcindiansteel.nic.in)
.nic.in and Cash Counter:
11am-1 pm & 2.30 pm – 3.30
pm from 01.08.17 to
08.08.17 @ Rs. 500/-. Last
Date of Submission:
09.08.17 till 2.30 pm

SM I/C(DB&AS)&I/C(HR&A)

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

Annexure - B

Discount offered to be mentioned below:

Discount rates for publishing advertisement in The Telegraph & Anandabazar Patrika (Kolkata edition) are invited from you as per proforma given below:

Name of the Newspaper	Vendors Discount Rates in % (Excluding Tax)
The Telegraph	
Anandabazar Patrika	

- Please fill up all the columns. Even if no rate is claimed, the word **"NIL"** should be written.
- Conditional offers will be rejected.
- No format other than this would be accepted.
- GST will be excluded from the discounted rates in percentage
- There should not be any disparity between the cost written in figures and that written in words. In case of illegible writing or overwriting, the rate of the higher value will be considered only.

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

Copy To :

- Sr. Mgr (F&A)/c, for necessary information and reference
- Mgr (DB&AS), Convener Estimation Committee with a request to prepare estimation for this NIT
- Asstt. Manager (HR&A).
- Asst. Manager (F&A) & Member, Purchase Committee, for information
- Asst. Manager (DB&AS) & Member, Purchase Committee, for information
- Jr. Manager (HR&A) & Member, Purchase Committee, for information and with a request to hand over requisite papers to concerned personnel