

**INVITATION TO TENDER (ITT)****Sub : Inviting Sealed Quotations for Printing & Supply of "JPC Bulletin on Iron & Steel"**

Dear Sir / Madam,

The Joint Plant Committee encloses herewith the Tender Document for the following Printing Job:-

|     |  |   |
|-----|--|---|
| 1.  | Item Description   | : <i>JPC Bulletin on Iron &amp; Steel</i> from March 2017 issue to February 2019 issue for 24 months.   |
| 2.  | Date of publication of the advertisement                                 | : 6 <sup>th</sup> March, 2017   |
| 3.  | Pre-Bid Meeting  | : 15 <sup>th</sup> March, 2017  |
| 4.  | Last Date of Submission of Tender  | : 17 <sup>th</sup> March, 2017  |
| 5.  | Due date & time for opening of offers, Part-I & II – EMD & technical bid | : Date: 17 <sup>th</sup> March, 2017, Time: 3.30 PM<br>Venue: JPC HQs, Ispat Niketan, 1 <sup>st</sup> 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  | : Rs 5,000/- (Rupees five thousand only)  |
| 8.  | Earnest Money Deposit (EMD)  | : Rs. 5,000/- (Rupees five thousand only) in the form of Demand Draft drawn on any <b>Nationalised Bank only</b> 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').   |
| 9.  | Cost of Tender Paper   | : <b>Rs.200/-</b> (Rupees Two Hundred only) to be paid in cash.   |
| 10. | Sale of Tender Document  | : Between 11 AM to 1.00 PM and 2:30 PM to 3:30 PM on any working day from Joint Plant Committee, 52/1A Ballygunge Circular Road, Kolkata – 700 019 from 06.03.2017 to 14.03.2017 till 11 a.m. <b>Or</b> Download from <a href="http://www.jpcindiansteel.nic.in/">www.jpcindiansteel.nic.in/</a> Cost of this paper is Rs.200/-(Rupees two hundred only). If however, the tender is downloaded from website, a separate Demand Draft of <b>Rs.200/-</b> may 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. |

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)  
Sr. Mgr (DB&AS)I/C & I/C (HR&A)

**TENDER NOTICE**

**SCOPE OF WORK**

|  |                    |
|--|--------------------|
| Designing, Printing and Supplying of the following book as per its specification |                    |
| JPC Monthly Bulletin on Iron & Steel (English & Hindi versions)                  | Annexures I and II |

**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 PRINTING AND PUBLICATION OF JPC BULLETIN ON IRON & STEEL (Both English & Hindi versions)."**

**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 the form of a demand draft drawn on any Nationalized 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.

**Receipt for Rs.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 Rs.200/- (Rupees One 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 2<sup>nd</sup> envelope of the Technical bid in this case will not be opened at all.**

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

**Envelope II: "TECHNICAL BID FOR RATES/QUOTATION FOR PRINTING AND PUBLICATION OF JPC BULLETIN ON IRON & STEEL (Both English & Hindi versions)"**

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

- Paper samples must be produced both for Inside Page & Cover along with the tender and shall be compulsorily authenticated by signature & official seal of the Contractor. If deviation in paper quality is found after printing, the whole lot would be liable for cancellation, at the cost of Contractor.
- 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 Sales Tax, VAT Registration No., 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.
- **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. This should also be included in the Technical Bid excepting Annexure III, which must be included in the Commercial Bid.

**Envelope III: "COMMERCIAL BID FOR PRINTING AND PUBLICATION OF JPC BULLETIN ON IRON & STEEL (Both English & Hindi versions)"**

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

The sealed envelope for **Commercial Bid** should contain the rates of single books of both English and Hindi versions and also of the lot of English & Hindi versions. L1 will be decided on cumulative costs of both English and Hindi versions. Cost of each version will not be considered. Rates must be submitted in the format given in Annexure III. No format other than this would be accepted.

**All the above three envelopes will have to be put in a single sealed envelope superscript as "Tender for Printing and Publication of JPC Bulletin on Iron & Steel. and addressed to Sr. Manager (DB&AS)/c & I/c (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 above three separate envelopes shall be enclosed in one large envelope, which shall be addressed to the Sr. Manager (DB&AS)/c & I/c HR&A, JPC super-scribing the Tender No. and date on top left side of the cover.**
- **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.**

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

- **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.

#### **1. Award of Work**

- a) The basis of evaluation of tender will be the L-1 rate only and the L-1 rate will be calculated/determined on the entire lot of both the English and Hindi versions of the JPC Bulletin.
- 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 lowest here, would be awarded the job.**
- c) After receiving the Letter of Intent/Work Order, 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, 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 – For those jobs that are not one-time based, but will go on for a period of two years or more, a Security Deposit has to be submitted within ten working days of the receipt of the *Letter of Intent*. Security Deposit is 5% of total work value minus EMD of Rs.5000/- that had already been submitted by the participant during the tendering procedure. Security Deposit must be in the form of Demand Draft/Pay Order from any Nationalised/Commercial bank except Gramin Bank, Co-operative Bank, etc. drawn in favour of Joint Plant Committee payable at Kolkata..
- f) Necessary TDS will be deducted from the bill as per the IT Act.

#### **2. Deliverables**

- a) L-1 Vendor has to furnish 3 samples in Hard Copy of the Design (Print Version) of both Cover & Inside pages -- for the perusal of JPC within 3 working days of receipt of work order and JPC upon its discretion shall have the right to select any one of the samples as the final Design in all cases, which shall be intimated accordingly.
- b) The L1 vendor will provide matter for proof checking and at least two rounds of proof checking will be done in normal cases which the vendor has to incorporate.
- c) The materials complete in all respects should be supplied by the vendor within 15 working days from the date of getting the final approval of the manuscript from JPC.
- d) **There will be a deduction of 1% of total job value for each day of delay in every phase after the stipulated days as mentioned above.**
- e) If delivery is not completed within 15 working days from the date of getting the approved final manuscript, the total contract will be liable for cancellation and in that case, the Security Deposit will be forfeited.
- f) The complete matter of the Bulletin has to be delivered in PDF format in CD within 10 days of receipt of the approved manuscript.

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

### **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.

### **4. Terms of Payment**

100% payment through A/c payee cheque/e.transfer against the bills received will be made after receipt and acceptance of the materials at JPC office in good condition. Bills must accompany a certificate of completion of work issued by the concerned department of JPC.

For any variation in pages be it above or below the tolerance range shown in the Annexure I, Pro –Rata Rates will be admitted in such cases of payment deduction.

### **5. Inspection**

The supplier, at every stage of printing and layout, must get the same verified from the concerned person of JPC. If any change is required to make, the same will be done with mutual consent.

- (i) **Ownership:** The entire publication (along with all the programmes, statistical reporting, graphics and contents developed to achieve the desired publication mentioned in the 'Scope of Work' of the tender or any communication in this regard) will be the **Intellectual Property of Joint Plant Committee (JPC)** and will be the sole property of JPC and cannot be used by the vendor for any purpose other than that given by JPC.
- (ii) **Liquidated Damages:** Should the tenderer fail to complete the job of designing & printing within the period prescribed for such work, for any delay by the tenderer in the performance of its delivery obligation, JPC shall be entitled at option either
  - a) To recover from the tenderer Liquidated Damages, and not by way of penalty, a sum of 10% of the price of the services, which the vendor has failed to deliver as aforesaid, for each week or part thereof, during which the delivery of the said services is delayed subject to a maximum of 50% of the price **or**
  - 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.
- (iii) **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.

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

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.

- (iv) **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.

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.

- (v) **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.

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

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.

- (vi) **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.
- (vii) **Amendments:** No variation in or modification of the terms of the contract shall be made except by written amendment signed by JPC.
- (viii) **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.
- (ix) **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.
- (x) **Copyright:** JPC shall have the sole copyright to the design and content of the total publication.
- (xi) **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.
- (xii) **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 :

Smt. Mahua Maitra, Dy. Manager (DB&AS), JPC

Thanking You,

Yours faithfully,

**(R. Bandyopadhyay)**  
**Sr. Mgr (DB&AS)I/c & I/c (HR&A)**

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

| <b>Sl No.</b> | <b>Items to be specified</b> | <b>Specification</b>   |
|---------------|------------------------------|--|
| 1.            | Quantity                     | 450  |
| 2.            | Number of pages              | 55 (+/-5)  |
| 3.            | Size of the book             | 8.5"X11"   |
| 4.            | <b>Cover Details</b>         |  |
| a)            | Cover- paper                 | Art Board (220 GSM)  |
| b)            | Cover- design                | To be done by Printer (Concept/idea to be provided by JPC)                               |
| c)            | Cover- Printing              | 4 – colour printing  |
| d)            | Cover- Lamination            | Gloss  |
| 5.            | <b>Inside paper details</b>  |  |
| a)            | Inside Paper                 | 100 GSM Art Paper  |
| b)            | Inside Design/Printing       | Design to be done by Printer- as per Concept/idea provided/Per page/ 4 pages per format. |
| 6.            | D.T.P. charge                | Per page to be done by Printer   |
| 7.            | Binding                      | Perfect  |
| 8.            | Sticker printing             | Approximately, 400 per month   |

Signature with date

Name & Designation

Name & Seal of the Firm/Company



| <b>Sl No.</b> | <b>Items to be specified</b> | <b>Specification</b>   |
|---------------|------------------------------|--|
| 1.            | Quantity                     | 100  |
| 2.            | Number of pages              | 20 (+/-5)  |
| 3.            | Size of the book             | 8.5"X11"   |
| 4.            | <b>Cover Details</b>         |  |
| e)            | Cover- paper                 | Art Board (220 GSM) - Lot  |
| f)            | Cover- design                | To be done by Printer (Concept/idea to be provided by JPC)                                     |
| g)            | Cover- Printing              | 4 – colour printing  |
| h)            | Cover- Lamination            | Gloss  |
| 5.            | <b>Inside paper details</b>  |  |
| c)            | Inside Paper                 | 100 GSM Art Paper  |
| d)            | Inside Design/Printing       | Design to be done by Printer as per Concept/idea provided by JPC/Per page/ 4 pages per format. |
| 6.            | D.T.P. charge                | Per page to be done by Printer   |
| 7.            | Binding                      | Perfect  |

Signature with date

Name & Designation

Name & Seal of the Firm/Company

**Commercial Bid for Printing of JPC Bulletin on Iron & Steel (English & Hindi version)**

**Annexure III**

| Sr. No.   | Description                                    | Unit Price/ Price of per book (in Rs.) | Qty | Total Price (In Rs.) Inclusive of all taxes/duties & other charges |
|---|--|--|-----|--|
| 1.  | JPC Bulletin on Iron & Steel (English Version) |  | 450 |  |
| 2.  | JPC Bulletin on Iron & Steel (Hindi version)   |  | 100 |  |
|   | <b>GRAND TOTAL</b>                             |  |     |  |
| In words:   |  |  |     |  |
| NOTE- For any variation in pages in final output compared to those stated above, Pro Rata Rates will be adopted |  |  |     |  |

- 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.
- L1 price will be determined on the grand total. L1 price of either English version or Hindi version of the *JPC Bulletin on Iron & Steel* taken individually will not be considered. L1 will be determined by total cost only.
- Amount quoted must be same in both figures and words. If there is any disparity, the one with the lower amount would be considered.

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

**Copy To :**

- Sr. Mgr (F&A)/c
- Sr. Manager (DB&AS)
- Estimate Committee : Mgr (DB&AS), Asstt. Mgr (HR&A) [AB], Jr. Mgr (F&A)
- Dy. Manager (DB&AS) & Convener Purchase Committee
- Asst. Manager (F&A), Member. Purchase Committee
- Asst. Manager (HR&A), with a request to hand over requisite papers to concerned officials
- Jr. Manager (DB&AS), Member, Purchase Committee
- Jr. Manager (HR&A), Member, Purchase Committee