



Bihar School Examination Board

Sinha Library Road, Patna-800017

Short-Term Tender Notice For Selection of Newspaper Advertising Agency Notice No.-PR 262/2018

Sealed Short-term tenders are invited from interested INS accredited Advertising Agencies under two bid system i.e. technical bid and financial bid, both in separate sealed envelope (to be kept in one envelope) to work as an approved Newspaper Advertising Agency for releasing advertisements of Bihar School Examination Board (BSEB). The Agency should have a full-fledged Office at Patna and should be able to work at short notice on all days when Newspaper Offices are open. BSEB intends to keep Two or Three Advertising Agencies at a time. Therefore, L1 bidder shall be awarded the work along with L2 and L3 at the rate of L1. In case L1 or L2 or L3 fails to perform or to take up the work at the L1 rate, then L4 or others in the same order (L5, L6 etc) may be awarded the work accordingly at the rate of L1.

Tender Schedule:

Sl. No.	Date and Time for Activity	Date/Time: Duration
1.	Sale of Tender document	From 07.10.2018 (10:00 AM) to 22.10.2018 (02:00 PM)
2.	Pre-Bid Meeting	11.10.2018 at 12:30 PM (Bihar School Examination Board, Sinha Library Road, Patna-800017)
3.	Submission of Tender form fee, Bid and EMD in Hard copy/Original	22.10.2018 up to 03:00 PM (Bihar School Examination Board, Sinha Library Road, Patna-800017)
4.	Opening of techno-commercial Bids	22.10.2018 at 03:30 PM (Bihar School Examination Board, Sinha Library Road, Patna-800017)
6.	Financial Bid Opening	22.10.2018 at 04:00 PM (Bihar School Examination Board, Sinha Library Road, Patna-800017)
7.	Cost of Tender Document	Rs. 500/- (Rs. five hundred) only
8.	Earnest Money Deposit	Rs. 50,000/- (Rs. Fifty thousands) only

- ❖ Tender must be accompanied with cost of Tender documents and Earnest Money. Cost of Tender document of Rs. 500/- (Rs. five hundred) and EMD of Rs. 50,000/- (Rs. Fifty thousands) to be submitted with tender document in the form of Demand Draft of Nationalised/Scheduled Banks in favour of Secretary, Bihar School Examination Board, payable at Patna. Tender documents can be downloaded from BSEB website <http://biharboardonline.bihar.gov.in>.
- ❖ Corrigendum/Addendum, if any, will be published on the departmental website <http://biharboardonline.bihar.gov.in>.
- ❖ **Note:** - Bihar school Examination Board reserves the right to accept/reject/reschedule any or all tenders without assigning any reasons.

**Secretary
Bihar School Examination Board**

Memo No:...../ Patna Date:- 05 /10/2018

Copy to :- PRO for publication of NIT in local newspapers.

**Secretary
Bihar School Examination Board**

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Technical Bid : Eligibility Criteria

Interested INS accredited Advertising Agencies are required to submit the following documents in Technical Bid:-

- (i) The Agency should be accredited with INS.
- (ii) The Agency should have a minimum annual turnover of Rs 50 lakhs for the last three consecutive years (FY 2014-15, 15-16 & 16-17). Proof to be attached.
- (iii) The Agency should have full-fledged Office at Patna. Address of the Office along with the list of employees with their qualification and contact details to be submitted. Landline Number at Patna Office must be in the name of the Agency/Proprietor of the Agency/Owner of the Company. Also, a copy of Office Agreement at Patna to be attached as proof.
- (iv) The Agency must have been in the panel of at least 3 Govt./Autonomous Bodies/PSU Organisations in the last 3 years. Documentary proofs to be attached.
- (v) Agency shall submit Audited Statement of Accounts for the last three consecutive years.
- (vi) Agency shall submit Registration Certificates of GST, Pan No. and latest Income Tax Return.
- (vii) Agency should have to give self-attested undertaking of not being blacklisted by any Government Dept. in the last 2 years.
- (viii) Type of Firm- Proprietary/Firm/ Company registered under Companies Act.
- (ix) Tender must be accompanied with cost of Tender documents and Earnest Money. Cost of Tender document of Rs. 500/- (Rs. Five hundred) only (non refundable) and EMD of Rs. 50,000/- (Rs. Fifty thousands) only (Refundable to unsuccessful Bidders) to be submitted with tender document in the form of Demand Draft of Nationalised/Scheduled Banks in favour of Secretary, Bihar School Examination Board, payable at Patna.
- (x) The format for Technical Bid is enclosed at Annexure-1.

Financial Bid:-

- (i) The financial Bid should contain DISCOUNT in percentage (%) terms (in figure as well as words) that the Agency has to offer to BSEB in release of Newspaper Advertisements on DAVP rates. The Agency quoting highest discount percentage will be awarded the work. The discount quoted shall be exclusive of GST.
- (ii) The rate quoted shall be exclusive of GST.
- (iii) The format for Financial Bid is enclosed at Annexure-2.

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Part-I: Technical Bid

S.No.	Particulars				Enclosure
1.	The Agency should be accredited with Indian Newspaper Society.				
2.	Minimum Annual turnover of Rs. 50 lakhs for last three consecutive years (FY 2014-15, 2015-16, 2016-17). Proof to be attached.	2014-15	2015-16	2016-17	
3.	Agency should have full-fledged office at Patna. Address of the office along with list of employees with their qualification & contact details to be submitted. Landline Number at Patna Office must be in the name of the Agency/Proprietor of the Agency/Owner of the Company. Also, copy of Office Agreement at Patna to be attached as proof.				
4.	The Agency must have been in the panel of at least 3 Govt./Autonomous Bodies/PSU Organisations in the last 3 years. Documentary proofs to be attached.				
5.	Agency shall submit Audited Statement of Accounts for the last three consecutive years.				
6.	Agency shall submit	Registration Certificate of Service Tax	PAN No.	Latest Income Tax Return	
7.	Agency should have to give self-attested undertaking of not being blacklisted by any Govt. Dept. in the last 2 years.				
8.	Type of Firm- Proprietary/Firm/Company registered under Companies Act.				
9.	Tender must be accompanied with cost of Tender documents and Earnest Money. Earnest Money of Rs. 50,000/- (Rs. Fifty thousands) & Cost of Tender document of Rs. 500/-				

Certified that all the Terms and Conditions of this Tender are accepted by us.

Dated.....

Signature of Head of Agency/Company/Proprietary
with Seal.

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Part-II: Financial Bid

S.No.		Discount offered on DAVP rate
1.	The financial Bid should contain DISCOUNT in percentage (%) terms (in figure as well as words) that the Agency has to offer to BSEB in release of Newspaper Advertisements on DAVP rates. The Agency quoting highest discount percentage will be awarded the work.	

Note: -

1. The Agency quoting highest discount percentage will be awarded the work.
2. The discount quoted shall be exclusive of GST.

Dated.....

Signature of Head of Agency/Company/Proprietary
with Seal.

General Terms & Conditions :-

- The Agency should have a full-fledged Office at Patna, which may be inspected in the case of successful Bidders. The Agency should be able to work at short notice on all days when Newspaper Offices are open. BSEB intends to keep Two or Three Advertising Agencies at a time. Therefore, L1 bidder shall be awarded the work along with L2 and L3 at the rate of L1. In case L1 or L2 or L3 fails to perform or to take up the work at the L1 rate, then L4 or others in the same order (L5, L6 etc) may be awarded the work accordingly at the rate of L1.

1. TERM

The duration of the contract shall be of one year, which may be extended for one more year on the same Terms & Conditions upon satisfactory performance.

2. PAYMENT TERMS

- a) The BSEB shall after inspection/verification will pay the bills within 30 working days upon receipt of the Bills.
- b) The bills submitted by Agency shall be subject to inspection and verification by BSEB and any discrepancies therein shall be brought to the notice of Agency. Agency shall accordingly modify the bill and BSEB will make the payments as per the modified bill.
- c) Taxes like TDS as applicable shall be deducted from the bills as per prevailing rules of the Income tax and other taxes.
- d) Agency undertakes to submit to BSEB the documentary proof showing the deposition of the GST, Education Tax or any other tax, whichever applicable, from time to time. Agency shall indemnify and keep BSEB harmless and indemnified against any claims, losses or damages in this regard including claims, losses or damages on account of any non-compliance of statutory provisions in this regard.

3. OBLIGATIONS OF AGENCY

- a) Agency shall ensure that advertisements are error free and published on time without any delay. If the Agency makes delay in releasing the BSEB Tender/Vigyapti without any reasonable ground, no payment shall be made for the same. Any variation in size as approved shall lead to appropriate deduction in the Bill as per Work Order.
- b) Agency shall ensure that the quality of Services shall be as per the standards laid down and explained to the Agency from time to time.
- c) Agency shall ensure to accept and work on very short notices and get the advertisement published in the specified newspaper on specified date as indicated by BSEB and also provide error free Services.
- d) Agency shall do high quality translation, if required and maintain excellent liaisoning with newspapers for timely release of advertisements as per the Work Order.
- e) Agency shall prepare the design for advertisements/tenders for which they will not be paid any additional amount for this work.
- f) The Agency should be able to work at short notice on all days when Newspaper Offices are open.
- g) Agency shall ensure that the advertisements to be published in the minimum possible space exercising optimum economy. The size of Masthead, font and matter size shall be decided by BSEB from time to time.

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- h) Agency shall ensure that all advertisements in English, Hindi and Urdu are published without any error or printing mistake. However, if any mistake is subsequently found and corrigendum is not issued by the Agency in the next edition of the same daily newspaper, there will be a deduction of 3% per mistake made, in the total bill of the amount payable to the newspaper concerned for the said article.
- i) Proof reading of the documents should be done by the Agency.
- j) Agency shall ensure to retain INS Accreditation as the Tender has been awarded to the Agency on the condition that it fulfils all the Tender requirements like accreditation with INS among others. If at any stage it comes to the notice of BSEB that the Agency is blacklisted or removed of INS accreditation, then BSEB reserves the right to terminate this Agreement immediately.
- (i) Agency shall ensure to have a full-fledged office in Patna as per the Tender conditions. Also, Agency's Patna office should have full powers in relation to release of BSEB advertisements. Landline Number at Patna Office must be in the name of the Agency/Proprietor of the Agency/Owner of the Company. Also, copy of Office Agreement at Patna as proof to be attached.
- k) The Agency shall always adhere to anti-corruption & anti-bribery regulations.
- l) The Agency shall always maintain proper documentary records in its accounting system for all payments.
- m) Agency shall ensure that in case, any part of the matter given for advertisement, in the office release order is not clearly understood, the Agency shall immediately obtain a clarification and ensure that there is no mistake/error in the publication. This process should not delay the publication of the advertisement.
- n) Agency shall ensure that the correct and readable advertisement is published.
- o) The Agency shall timely apprise BSEB about any DAVP rate increase in writing. If the intimation is not provided on time, the payment to the Agency would be done on old rates and therefore loss would have to be borne by the agency due to negligence on its own part.
- p) The Agency shall provide free facility with regard to collection of advertisement materials from BSEB, dispatch of designs and layouts to newspapers, copy of published advertisements in newspapers etc. Agency shall also assign its executives/staff for the above mentioned work as required.
- q) The Agency shall perform its Services (as well as any other incidental work that BSEB may reasonably require) in accordance with the highest professional standards.
- r) In the event of disruption of Services by Agency for any reason whatsoever, BSEB shall be entitled to make alternative arrangement for obtaining such Services and in such case Agency shall be liable to pay any and all differential expenses/costs as may be incurred by BSEB without any dispute or demur.
- s) That time shall always be the essence of this Agreement and Agency shall provide the Services within the stipulated time period, as agreed between the Parties.
- t) The EMD of the Agency shall be forfeited – i) in case Agency withdraws after being awarded the Tender or ii) in case of any breach of Terms of the Tender.

4. CONFIDENTIALITY

Agency shall ensure that complete confidentiality is maintained by Agency and/or by its employees to the individual's information or BSEB's information about BSEB's assets, affairs and employees. Agency unconditionally agrees and undertakes that Agency shall not and ensures that Agency's employees shall not disclose or publish the existence or the terms or the conditions of the Agreement or of any information relating to BSEB's which Agency and/or its employees may come across in the normal course of performing their duties, to any third party. Agency shall without prejudice to its obligations hereunder indemnify BSEB for any losses, damages or injury (ies) caused to BSEB from any such disclosure or publications.

5. INDEMNITY

- a) In the event of any loss/damage/expenses occasioned to BSEB, as a result of any lapse / theft/ neglect / fault / omission / commission / act on part of Agency and/or its employees in the opinion of BSEB, then BSEB shall be entitled to claim from the Agency the value of the said losses/damages/expenses.
- b) Agency hereby indemnifies BSEB and shall keep BSEB indemnified and harmless and BSEB's officers, employees from and against all claims, demands, losses and damages, penalties, expenses and proceedings connected with this Agreement or arising from any breach in relation to any such Services as aforesaid or breach of any terms and conditions of this Agreement or otherwise arising from any act, commission, misrepresentation or omission on Agency's part, whether willful or not.

6. TERMINATION

- a) BSEB can terminate the Agreement immediately without any notice if the Services provided by Agency are not found satisfactory.
- b) In case of breach of any terms and conditions of the Agreement, including but not limited to non-satisfactory performance of the Services or for any other reasons, BSEB shall be free to terminate the Agreement immediately.
- c) Without limiting the foregoing, either party may terminate the Agreement immediately if the other (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt.

7. MISCELLANEOUS

- a) BSEB reserves the rights to add, delete or revise any of the conditions mentioned for the Services, and also include special conditions relating to Services as new ones, as and when required by BSEB.
- b) The Earnest Money of the Agency shall be retained upon successful bidding & converted into Security Deposit, which shall be forfeited in case of termination of the Work Order or refunded without interest after successful completion of the Tenure.
