

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

(Erstwhile KOLKATA PORT TRUST)
(AN AUTONOMOUS BODY UNDER THE
MINISTRY OF PORTS, SHIPPING AND
WATERWAYS,
GOVERNMENT OF INDIA)

श्यामा प्रसाद मुखर्जी पोर्ट ,कोलकाता (पूर्ववर्ती कोलकाता पत्तन न्यास) (पत्तन, पोत-परिवहन और जलमार्ग

मंत्रालय, भारत सरकार के तहत एक स्वायत्तशासी निकाय)

E-TENDER FOR SOCIAL MEDIA MANAGEMENT FOR SMPK ADMN/T/180 DATED 11.07.2022

एसएमपी, कोलकाता के सोशल मीडिया प्रबंधन हेतु ई-निविदा एडीएमएन/टी/180 दिनांक 11.07.2022

Issued by Secretary(I/C)

जारीकर्ता - (सचिव प्रभारी)

General Administration Department SYAMA PRASAD MOOKERJEE PORT, KOLKATA सामान्य प्रशासन विभाग श्यामा प्रसाद मुखर्जी पोर्ट ,कोलकाता

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Syama Prasad Mookerjee Port, Kolkata Public Relations Wing, General Administration Department Invites

Tenders from prospective Bidders for "Social Media Management for SMPK"
Under General Administration Deptt; Syama Prasad Mookerjee Port, Kolkata"

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Disclaimer

The information contained in this Notice Inviting Tender (NIT) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of SMP, Kolkata (KDS & HDC)("SMPK" or "Client") or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this NIT document and any other terms and conditions subject to which such information is provided.

This NIT document is not an Agreement and is not an offer or invitation to any other party. The purpose of this NIT document is to provide the Bidders with information to assist the formulation of their Proposal/tender submission. This NIT document does not purport to contain all the information each Bidder may require. This NIT document may not be appropriate for all persons, and it is not possible for SMP, Kolkata—and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Assignment than others. Each Bidder should conduct its own investigations, studies and analysis, and should check the accuracy, reliability and completeness of the information in this NIT document and obtain independent advice/information from appropriatesources.

SMP, Kolkata at all times with regard to all the references in this NIT document or any other Addendum attached thereto shall mean SMP, Kolkata and their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the NIT document.

SMP, Kolkata may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT document at any stage.

This NIT document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Assignment in accordance with NIT the information contained in the NIT shall not be divulged to any other party. The information contained in the NIT must be kept confidential.

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Note:-Sections given under Sl. Nos. 1 and 5 to 16 above shall constitute the Special Conditions of Contract fo this particular NIT

NOTICE INVITING TENDER

1. E-tenders are invited from bona fide, resourceful and experienced firms / agencies by the General Administration Department, SMPK for Engagement of reputed firms / agencies for handling of Social Media Accounts of SMPK (Media Platforms – Facebook, Twitter, Instagram, You Tube), Peer group Media Analytics for SMPK for a period of 1 (One) year. The services of the selected agency/bidder may be extended for a further period of 1(One) year(conditions apply)

SCHEDULE OF TENDER

1.	TENDER NO.	Admn/T/180 dated 11.07.2022	
2.	MODE OF TENDER	e-Procurement System	
		(Online Two Part Techno-	
		Commercial Bid and Price Bid through	
		Enivida Portal	
		https://kopt.enivida.in/)	
		The intending bidders are required to	
		submit their offers electronically	
		through e-tendering portal.	
		No Physical tender is acceptable to	
		Syama Prasad Mookerjee Port,	
		Kolkata.	
3.	Engineer of the Contract	Secretary (I/C), SMP, Kolkata	
4.	Earnest Money Deposit (EMD)	The intending bidders should submit	
		Earnest Money of Rs. 51,500/-	
		(Rupees Fifty One thousand Five	
		Hundred only) to SMPK as per NIT.	
		In case of failure of submission of	
		EMD as applicable, the bid will be	
		summarily rejected, treating the same	
5.	T1C(N	as non-responsive.	
3.	Tender Cost (Non refundable)	The intending bidders shall be required to submit "Tender Cost" of Rs 1770/-	
		including GST (Rs. 1500 plus GST	
		@18%) (Rupees One thousand Seven	
		Hundred Seventy only) to SYAMA	
		PRASAD MOOKERJEE PORT,	
		KOLKATA separately, as per tender	
		stipulation. Bidders are requested to	
		submit Tender Cost through online	
		including GST @ 18% (non-	
		refundable) payable through	
		DD/RTGS/NEFT/Bank Transfer etc.,)	
		in favour of e-Procurement System	
		SYAMA PRASAD MOOKERJEE	
		PORT, KOLKATA.	
		Name of the Bank: Indian Overseas	
1		Bank,	
		Account No: 067502000000491,	

		Type of Account: Current A/c Address of the Branch: STRAND ROAD BRANCH KOLKATA – 700 001, IFSC Code: IOBA0000675, MICR Code – 700020006). Second copy of the Tender fee and EMD payment is required to be submitted along with the bid offer. The original Tender fee and EMD instrument shall be submitted within 3 days from the closing of online submitting of tender. In case of failure of submission of Tender fee as applicable, the bid will be summarily rejected, treating the same as non-responsive. Please furnish the following details while remitting the amount: Name of Bidder: Bank Name: Tender No: Tender Date: UTR No:
		Name of the Tendering Dept.: General Administration Department, KDS, Syama Prasad Mookerjee Port, Kolkata
a) b)	"My Menu" in vendor login. The vendors have which they want to participate against the Tend up the transaction details, namely the Tender No the Tender Cost separately in the given fields.	to mention the particular tender No. in er Cost. The vendors are required to fill . & Date, UTR No., and Amount against
6.	Railtel Tender Processing Fee (Non- refundable) Mode of Payment:- E-payment Only through Debit/Credit Card or Net Banking.	TPF- 0.1% of estimate cost (Minimum 750/-+GST, Maximum 7500/-+GST) Registration Charges Rs.2000/- +Applicable GST Per Year
7.	Important Timelines	**
a.	Date and time, when Bid Documents would be available to parties to download	20.07.2022; 12:00 hrs. onwards
b.	Last date of submission of Pre-Bid queries to SMPK in writing over email	25.07.2022
c.	Date & time of Pre-bid meeting	27.07.2022; At 11:30 Hrs
d.	Date of uploading replies to Pre-bid queries	29.07.2022

e.	Date of starting of online submission of bid (Techno-commercial Bid & price bid)	30.07.2022 from 10:00 AM
f.	Last Date and time of closing of online submission of Bid	19.08.2022 upto 15:00 hrs
g.	Date and time of opening of Techno- Commercial Bid	19.08.2022 at/after 16:00 hrs
h.	Date and time of opening Price Bid	To be informed separately to technocommercially qualified bidders, by letter or E-mail.

In case there is an unscheduled Holiday/Bandh/Strike on the prescribed dates, the next working day will be treated as the scheduled prescribed day for the same.

SMPK also reserves the sole right to extend the above dates, if required.

IMPORTANT INSTRUCTIONS FOR E-TENDER:

A)PROCESS OF E-TENDER:

e-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under https://kopt.enivida.inThe link of e-procurement portal is also given on our official portal i.ewww.https://www.kolkataporttrust.gov.in/under TENDER TAB.

Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the e Nivida Portal may be obtained at: https://kopt.enivida.in

B) GUIDELINES FOR REGISTRATION:

- 1. Bidders are required to enroll on the e-Procurement Portal (https://kopt.enivida.in/bidderRegistration/newRegistration) or click on the link "Bidder Enrollment" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
- 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
- 4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn/ nCode / eMudhra etc.), with their profile.
- 5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.
- 7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
- 8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id enividahelpdesk@gmail.com/for activation of account.

C) SEARCHING FOR TENDER DOCUMENTS:

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.

2. Once the bidders have selected the tenders they are interested in, you can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

D) PREPARATION OF BIDS:

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
- 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
- 5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

E) SUBMISSION OF BIDS:

- 1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.
- 3. Bidder has to select the payment option as "e-payment" to pay the tender fee as applicable and enter details of the instrument.
- 4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
- 5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the

- bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission
- 7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- 9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 10. The online tender should be submitted strictly as per the Terms & Conditions and procedures laid down in the website https://kopt.enivida.in of Railtel.
- 11. The bidders must upload all the Documents (self-attested) required as per the terms of NIT. Any other document uploaded, which is not required as per the terms of the NIT, shall not be considered.
- 12. The Bid will be evaluated based on the filled-in technical & commercial formats.
- 13. The Documents uploaded by bidder(s) will be scrutinized. In case, any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.
- 14. Bidders are requested to read the vendor guide and see the video in the page https://kopt.enivida.in of Railtel to familiarize them with the system before bidding.

GENERAL INSTRUCTIONS TO BIDDER:

The tender document is not transferable. No Bidder is allowed to submit more than one Tender.

Power of Attorney: Tender shall be signed by the bidder or a person, duly authorized to sign on behalf of the bidder. Notarised Power of Attorney on non judicial stamp paper accompanying the offer shall indicate such authorization which should be uploaded along with Techno-commercial bid. All pages/documents submitted as part of the Tender should be signed by the authorized signatory of the bidder. In case, the proprietor himself/herself signs the pages/documents, Power of Attorney will not be required to be submitted and instead, a self declaration of the proprietor towards the same is required to be submitted

Tender for the above work should be submitted in accordance with the Schedule of Quantities as specified in this tender and in accordance with the special conditions of contract. The **Special Conditions of Contract** mentioned hereinunder shall prevail over / in addition to the provisions as made in the Trustees' **General Conditions of Contract**. The GCC may be downloaded from SMP, Kolkata website (https://kolkataporttrust.gov.in/ or https://smportkolkata.shipping.gov.in), 'Homepage - Rule and Regulations - Non-Service Regulations'

Any clarification with regard to interpretation or ambiguities discovered or pointed out after the issue of the tender documents but prior to submission of tenders as to the meaning, conditions or instructions contained in any of the uploaded documents, shall be valid only when such a clarification is issued in writing by the officer issuing the Notice Inviting Tender. Any such clarification or amendment shall be uploaded in the portal of Railtel as well as Syama Prasad Mookerjee Port, Kolkata.

Bidders must acquaint themselves with the facts/ parameters/ various site conditions/ scope of the work/ information related to execution of and in relation to this Assignment and take those into account in preparing and submitting their Tender. The costs of preparing and/or submitting the Tender and of negotiating the Contract, including visit to the site(s) & to the Client, are not reimbursable.

Bidders must make themselves fully aware of the work conditions and requirements. In respect of any tenders/bids submitted and received by SMP Kolkata, it would be presumed that the bidder has fully considered all factors, risks & contingencies which will have direct & indirect impact on his expenses & profit from the work and no correspondence from the bidder/contractor in this regard would be entertained in future.

The bidders are advised to examine the tender documents carefully and if the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer before the Pre-bid meeting. No individual reply to the above will be send but general clarification will be uploaded after considering the same in the Pre-bid meeting. No interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents on the basis of verbal communication. Every request for any clarification/interpretation shall be in writing, addressed and forwarded to the Engineer of the contract or his authorized representatives, who shall be the point of contact at the following email addresses: skdhar@kolkataporttrust.gov.in; sumanc@kolkataporttrust.gov.in; esita.b@kolkataporttrust.gov.in

Price Bid – Through e-tendering in accordance with the terms and conditions. No conditional price shall be given or deviations from the NIT conditions shall be given. Deviations from NIT conditions will not be entertained and the bid will be outright rejected.

Bidders are to submit their Tenders as per the procedure detailed out in this NIT. The Bidder shall use the various formats appended with this document to submit the requisite information and the Proposal/Tender

The Bid will be evaluated based on the filled-in technical & commercial formats and documents submitted/uploaded. The bidders must upload all the Documents (self-attested) required as per the terms of NIT. Any other document uploaded, which is not required as per the terms of the NIT, shall not be considered. Information provided in a format, if not substantiated by any uploaded document, shall not be considered. Supporting self-attested Documents, wherever necessary, should be uploaded. No hardcopy for the same needs to be submitted. The Documents uploaded by bidder(s) will be scrutinized. If required, the Bidder/s may be asked to produce the Original documents before the Tender Committee for verification purpose only. In case, any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.

No deviation to the technical and commercial Terms & Conditions will be allowed. Syama Prasad Mookerjee Port, Kolkata has the right to cancel this e-Tender, or to place order on the selected bidder(s) partly or wholly, without assigning any reason thereof.

PRE-BID MEETING:

Pre-bid meeting (Physical Meeting at Conference Room, SMPK Head office, Kolkata at 15, Strand Road; Kolkata – 700 001) will be held on 27.07.2022 at 11-30 hrs, wherein queries received in relation to this NIT document/Assignment shall be addressed by SMP, Kolkata. On or before 25.07.2022, the bidders should send in their queries over e-mail so that SMP, Kolkata can study the queries for an appropriate response. Fresh queries raised during the Pre-Bid meeting would have to be emailed within 16:00 hrs of 27.07.2022 for consideration and address by SMP, Kolkata.

Unless queries are sent in writing, to the following mails [skdhar@kolkataporttrust.gov.in/sumanc@kolkataporttrust.gov.in/esita.b@kolkataporttrust.gov.in] SMP, Kolkata may not consider addressing them or giving them cognizance. SMP, Kolkata shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

<u>PRESENTATIONS</u>: The bidders, prima facie meeting the stipulated pre-qualification criteria shall present their Concepts on the Assignment to the Evaluation Committee in a Power Point Format (PPT) (duration of presentation by each bidder is maximum 20-30 minutes) for evaluation purposes. Such Bidders shall be required to make such presentation after the opening of the Techno-Commercial/Technical Bids in the Conference Room, SMPK Head office, Kolkata at 15, Strand Road; Kolkata – 700 001 (physical presentation).

DOCUMENTS TO BE SUBMITTED IN TECHNO COMMERCIAL OFFER

The bidders must upload the following Documents (self-attested):-

- a) GST registration certificate.
- b) PAN Card
- c) Valid Trade License (Valid for current period & also for type of work). If this is not applicable, the bidder must submit a declaration in this regard in the bidder's letterhead.
- d) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard in the bidder's letterhead.
- e) Format 1 Statement of Legal capacity.
- f) Format 2 Power of Attorney for signing/submission of tender
- g) Format 3 Complete Letter of proposal

- h) Format 4 Information/Profile of the Bidder along with document(s) mentioned in the Format
- i) Format 5 Financial Qualification of the Bidder.
- j) Last three years balance sheet and profit & loss account in support of Annual Financial, turnover (i.e. 2018-19, 2019-20 2020-21) The same should be audited as per relevant norms wherever required along with UDIN of the auditor.
- k) Format 6 Previous Experience of the Bidder along with corroborative document(s) mentioned in the Format [Credentials like Work Orders/Contract Agreements along with corresponding successful Completion Certificates from Clients].
- l) Format 7 Concurrent Commitments of The Bidder list of works/assignments which are in hand at the time of submitting the offer/tender and likely to continue tentatively up to 12/2023
- m) Format 8 Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document in the letter head of the bidder.
- n) Format 9 Form Of Contract Agreement
- o) Format 10- BG Format, For Security Deposit/Performance Guarantee
- b) Format 11 Declaration of TDS
- q) Format 12 –Information on Key Personnel to be provided by the bidder.

[All the documents as mentioned here-in-before shall have to be UPLOADED failing which the related offer will be liable to be cancelled.]

EARNEST MONEY DEPOSIT: (EMD) -

- 1. Bidders are required to submit / furnish EMD as per NIT.
- 2. Bids not accompanied with EMD shall be rejected as non-responsive
- 3. For Micro & Small Enterprises (MSEs) registered with NSIC:- Micro & Small Enterprises (MSEs) registered with NSIC (Under single point registration scheme) are exempted from depositing cost of tender document and earnest money deposit.
- 4. If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NISC, then such exemption will not apply.
- 5. Copy of valid NSIC Certificate for MSEs has to be submitted along with bid.
- 6. The EMD shall be forfeited in the following events:
 - (i) If Bid is withdrawn during the bid validity period including any extension agreed to by the Bidder thereof.
 - (ii) If the Bidder tries to influence the evaluation process.
 - (iii) If the lowest Bidder raises any fresh issue and / or T&C after opening of bid and prior to signing of agreement, it will be construed as withdrawal of the original bid.
 - (iv) In case the Bidder, submits false certificate in terms of any documents supported to this Tender.
 - (v) If the Bidder fails to sign the contract in accordance with Conditions of Contract on receipt of LoA.
 - (vi) In case the Bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract.
 - (vii) If the Bidder fails to furnish the security deposit in accordance with Conditions of Contract.
 - (viii) The Bidder who has downloaded the tender from the SMPK website https://www.kolkataporttrust.gov.in and RailTel Portal website https://Syama Prasad Mookerjee, Kolkata.enivida.in, shall not tamper / modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the Bid will be completely rejected and EMD will be forfeited and Bidder is liable to be banned from doing business with SMPK.
 - (ix) In case of a Bidder revoking or withdrawing his Tender or varying any terms of the Bid without the consent of the Authority in writing.

- (x) If the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract
- (xi) In case of forfeiture of EMD, as prescribed above, the Bidder shall not be allowed to participate in the retendering process of the work.

SECURITY DEPOSIT (SD) / PERFORMANCE SECURITY

- 1. Successful Tenderer will submit Security Deposit for a sum equivalent to 3% of the "Total Evaluation Value of the Contract for One Year" within 7 days from the date of receipt of intimation in this regard, through A/c Payee Demand Draft or Banker's Cheque or Bank Guarantee. Bank Guarantee executed in favour of 'Syama Prasad Mookerjee Port" from a Commercial/ Nationalized/Scheduled Bank having office at Kolkata, valid for Eighteen (18) months, is acceptable in case the amount of SD exceeds Rs. 5 Lakhs.
- 2. In case the bidder fails to deposit SD within the stipulated period, EMD will be forfeited. If after deposition of SD, the contractor fails to take up the job within the stipulated period or fails to execute the job upto the satisfaction of SMP, Kolkata or abandons the work partially or fully, action will be taken as per the provisions of this NIT, as also the GCC. In addition, the contractor may be suspended for the period of three years on account of his lapses.

Refund of Security Deposit (SD)

- a) The Security Deposit will be retained by SMP, Kolkata till expiry of the contractual period. In the event of the contractor failing to execute the contract without sufficient reason acceptable to SMP, Kolkata, the Security Deposit will be forfeited along with cancellation of the contract.
- b) On due and satisfactory performance of the Contract and on completion of all obligations by the contractor under the contract, the Security Deposit will be refunded to them, subject to the following conditions:
 - i) After deducting the amount from the Security Deposit, which may fall due towards any claim for loss or for whatsoever reasons felt necessary by SMP, Kolkata .
 - ii) The Agency shall have to apply for the refund of Security Deposit by enclosing the original Treasury Receipt. Before releasing the Security Deposit, the Agency shall also have to submit a certificate to the effect that they have no claim(s) against SMP, Kolkata under this contract. If any Bill(s) for the job done under this contract is/are left pending at the time of releasing the Security Money, the Agency may furnish the certificate in the following format:

PRE - QUALIFICATION CRITERIA:-

S#	Eligibility Criteria	Document Required
1.	This NIT is open for bidding by firms	Supporting documents establishing years
	(proprietorship/partnership), companies, agencies	of operation.
	etc. having experience in social media handling.	Please also refer Format 4.
	Consortiums are not allowed to bid.	
	Bidders should be a registered entity in India and	
	must have been in operations for a minimum period	
	of 3 years as on 30.06.2022, providing services in	
	Social Media management.	
	(In case of mergers / acquisition / restructuring or	

	name change, the date of establishment of the	
	earlier / original partnership firm/limited company	
	will be taken into account).	
2	The bidder organization should have achieved an	Company's Annual Paparts Audited
1	average annual turnover of INR 7.722 Lakhs over	Company's Annual Reports, Audited Balance Sheet and Profit and loss
(a)		
	the last three financial years (2018-19, 2019-20 and	account for last 3 years (i.e., 2018-19,
	2020-21).	2019-20 and 2020-21).
	In case of recognized MSMEs (Udyam registration)	Please also refer Format 5.
	and startups (DPIIT certificate of recognition), the	
	bidder organization should have achieved an	
	average annual turnover of INR 3.861 Lakhs over	
	the last three financial years (2018-19, 2019-20 and	
	2020-21). If MSMEs intend to participate in the	
	tender, for the items they are not registered during	
	Udyam registration, then they should have	
	achieved an average annual turnover of INR 7.722	
	Lakhs over the last three financial years (2018-19,	
	2019-20 and 2020-21).	
3	The bidder should not have been blacklisted/	Please refer Format – 3 (clauses 15 &
	debarred/ de-registered/ banned by SMP Kolkata or	16).
	any Govt. organization. If found, the bid shall be	,
	disqualified.	
4	The bidder should have experience of successful	Work order(s) and completion
	completion in handling and managing social media	certificate(s) from concerned client
	platforms in at least 3 (three) Govt./ Semi-Govt./	*Note:
	PSU / Private organization of repute during the last	Unfinished /Ongoing Work in which the
	7 years ending on 30.06.2022. The bidder should	financial criteria has been fulfilled is also
	have the following mandatory experience of	acceptable.
	successful completion in respect of	Please also refer Format 6 .
	a) 3 (three) works related to handling and	Trease also refer I drillar v.
	managing social media platforms, each	
	costing not less than INR 10,29,600 or	
	equivalent during the last 7 years ending on	
	30.06.2022;	
	0R	
	b) 2 (two) works related to handling and	
	managing social media platforms, each	
	costing not less than INR 12,87,000 or equivalent last 7 years ending on	
	30.06.2022;	
	OR	
	c) 1 (one) work related to handling and	
	managing social media platforms not less	
	than INR 20,59,200 or equivalent last 7	
	years ending on 30.06.2022;	
	*Cost of one / tryo / three	
	*Cost of one / two / three work order is considered	
	excluding of GST or other statutory taxes.	

TERMS & CONDITIONS:

- 1) The engagement shall be for a period of one year, the same may be extended for another one year.
- 2) No consortium or Joint venture will be allowed.
- 3) Intending bidders are required to submit full details about their organization, experience, technical personnel in their organization, competence and adequate evidence of their financial standing etc. Incomplete applications or application without proper proofs for establishing their credentials may not be considered for short listing.
- 4) SMP reserves the right to reject any or all the applications without assigning any reason thereof.
- 5) The selected Agency shall be responsible to make good the deficit of personnel/ manpower, arising in case of resignation or replacement of existing personnel, at no additional cost. The deployment of the substitute manpower shall have to be catered within 3 days from the last working day of the personnel vacated at either of the sites (KDS & HDC).
- 6) No costs incurred by the bidder in applying or in providing necessary clarifications or attending discussions, conferences, etc. will be reimbursed by SMP.
- 7) If information and details furnished by applications are found false / inadequate at any time in future or any information withheld which comes to the notice of SMP at a later date, the engagement of such applicant will be cancelled immediately.
- 8) An application received after due date and time is liable to be rejected.
- 9) Any artwork / creative / data although lying in the custody of the agency will remain so as a property of SMP, Kolkata. Any creative Content physical as well as digital will be the property of SMPK and its IPR (Intellectual property Rights) shall vest with SMPK.
- 10) The agreement can be terminated by either party with a month's notice without assigning any reason whatsoever.
- 11) In the event of bidder's failure to discharge its obligations under the contract, the performance security shall be encashed and proceeds thereof shall be forfeited without any further reference to the bidder.
- 12) The Performance Security amount shall not accrue any interest.
- 13) The Agency / selected bidder will have to acquaint itself with the working hours at SMPK and will deploy static personnel, separately, at KDS & HDC accordingly. The personnel posted at SMPK offices (KDS & HDC) may have to work on Saturdays on a regular basis and may even be required to provide service on Sundays and on public holidays and also beyond office hours in case of urgency, if warranted.
- 14) The selected agency / bidder will be required to work on 24x7x365 basis.
- 15) The selected agency / bidder will submit monthly bill in duplicate along with the copy of the work order issued.
- 16) All claims of bills will be settled within 60 days. The selected agency / bidder will have to give a statement of pending bills every month.
- 17) The successful bidder shall furnish the performance security within 15 days of receipt of work order failing which SMP reserves the right to annul the work order.
- 18) The performance security should be kept valid for one month more than the validity of the contract. The bidder will extend the validity of performance security, if and whenever specifically advised by SMP at its own cost.
- 19) The amount of Performance security shall be 3% of the value of the contract.
- 20) Performance Security will be discharged by SMP and returned to the selected agency / bidder within 60 days following the date of complete application for refund of performance security from the selected agency / bidder.

TERMS OF PAYMENT:

1. Except the specific charges quoted through Price Bid in response to this NIT and accepted by SMP, Kolkata (with or without any modification), no other charges/costs would be payable to the Agency. All other charges/costs, whatsoever shall have to be borne by the Agency.

- 2. The Agency will raise monthly bills (on calendar month basis) to the Engineer of the Contract (Secretary, SMP, Kolkata). For ECS payment, the Agency shall furnish following information on receipt of intimation in this regard (i) Bank Account No. of the Agency, (ii) Type of Account Savings/Current/Cash Credit, (iii) Name of Bank with Code No., (iv) Name of the branch with IFSC and location, (v) MICR No., (vi) PAN; (vii) GSTIN No.; and other details as may be required by SMP, Kolkata Finance
- 3. Accordingly, the Agency will be required to open their bank account within the ECS Zone prescribed by RBI, if not already done, to ensure receipt of payment of bills from SMP, Kolkata .
- 4. Payment will be made on submission of original documents with the bill (in quadruplicate) confirming
 - a) Receipt of monthly wages by the employees of the Agency or personnel engaged by the Agency for rendering/providing the services under this NIT/contract
 - b) All necessary internal certifications from concerned authorities/deptts./divisions of SMP, Kolkata .
- 5. SMP, Kolkata will endeavour to make payments within 30 days from date of submission of clear, complete and undisputed bills.
- 6. Income Tax will be deducted at source, at the appropriate rate, as per relevant provisions of Income Tax Act, 1961, or any amendment thereof from all payments made to the Agency/ under this NIT/Contract.

Section 206AB and 206CCA newly inserted in the Income Tax Act, 1961 and effective from 1st July, 2021, hereby states:-

- 6.1 As per Section 206AB, a higher rate of deduction of tax at source will be applicable on part of Agency/Service provider if the former has not filed their Income Tax returns for 2 financial years immediately preceding the financial year in which tax is required to be deducted at source and the time limit for filing the income tax returns under section 139 (1) of the Income Tax Act, 1961 has expired in both the cases. However, this section will also be applicable in case the aggregate of tax deducted at source in each of the 2 previous years is Rs 50,000 or more. The rate of TDS applicable will be higher of the following:
 - (i) Twice the rate specified in the relevant provision of the Income Tax Act, 1961
 - (ii) The rate of 5%
- 6.2 As per section 206CCA, SMP, Kolkata will be subject to a higher rate of collection of tax at source (TCS) in case the Agency/Service provider who have not filed their income tax returns for 2 financial years immediately preceding the financial year in which tax is required to be collected at source and the time limit for filing the income tax returns under section 139 (1) has expired in both the cases. However, this section will also be applicable for assesses in whose case the aggregate of tax collected at source in each of the 2 previous years is Rs 50,000 or more. The rate of TCS applicable will be higher of the following
 - (i) Twice the rate specified in the relevant provision of the Income Tax Act, 1961
 - (ii) The rate of 5% of the amount collected.

SMP, Kolkata accordingly requests declaration in the same line from interested bidders/ parties/ suppliers/ buyers to whom SMP, Kolkata—is making payment to determine the rate of TDS/TCS. The format for declaration by parties is enclosed for reference in **Format 11**. The Agency/ Service Provider is required to submit the declaration along with copies of acknowledgement of filing the return of income of the last 2 years immediately. If no such declaration is received from the Agency, it will be assumed that the same has not filed its return of income in the last 2 preceding years and its aggregate TDS/TCS exceeds Rs 50,000 and thus TDS/TCS will be made at higher rate.

TAXES & DUTIES:

- 1. The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.
- 2. Agency to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- 3. The Agency agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Agency should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Agency/Supplier/service provider and details available with SMP, Kolkata, then payments to Agency/Supplier/service provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time SMP, Kolkata is sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata Account and is finally available to SMP, Kolkata in terms of GST laws and that the credit of GST so taken by SMP, Kolkata is not required to be reversed at a later date along with applicable interest.
- 4. SMP, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Agency. Any loss of input tax credit to SMP, Kolkata for the fault of Agency shall be recovered by Kolkata SMP, Kolkata by way of adjustment in the consideration payable.
- 5. Supplementary invoices/Debit note/credit note for price revisions to enable SMP, Kolkata to claim tax benefit on the same shall be issued by Agency/Supplier/service provider for a particular year before September of the succeeding Financial Year.
- 6. The purchase order/ work order shall be void, if at any point of time Agency is found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

TERMINATION OF CONTRACT:-

Without being liable for any compensation to the Agency, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Agency there from after giving him a minimum one month's notice in writing, due to occurrence of any one or more of the following reasons and the decision of the Trustees in this respect, as communicated by the Engineer shall be final, binding and conclusive:

- a) If the Agency fails to commence operation within 15 days from the date of issue of 'Work Order'. However, Engineer of the Contract shall have the discretion to grant additional time if he is satisfied that the grounds for delay are beyond the control of the Agency.
- b) The Agency has abandoned the contract.
- c) The Agency has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- d) The Agency is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- e) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Agency to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- f) The Agency is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Agency's risk and expense and the Agency shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Agency, had he duly completed the whole of the work in accordance with the contract.

FORCE MAJEURE:

- 1. **Force Majeure Event** shall mean any event or circumstances or a combination of events and circumstances not attributable to the contractor/Service Provider like those as set out hereunder or the consequences thereof which may materially and adversely affect the contractor/Service Provider in due performance of his various obligations under the NIT/Contract.
 - a) Acts of God, heavy and incessant rain, storm, cyclone, hurricane, flood, tsunami, earth quake, fire / smoke etc (to the extent originating from a source other than the equipment supplied, installed, operated and maintained by the contractor/Service Provider).
 - (b) Strike, boycotts or other forms of labour unrest (excluding strike or boycotts by the employees of the contractor/Service Provider / personnel engaged by the contractor/Service Provider to provide services under this NIT/Contract or by the employees/personnel of the agents / representatives / subcontractors engaged by the contractor/Service Provider) and labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the contractor/Service Provider.
 - (c) An act of war, riot etc.
 - (d) Industry-wide or State-wide strikes or industrial actions.
 - (e) Any civil commotion, boycott or mass agitation which prevents the contractor/Service Provider in fulfilling his obligations under the provisions of the NIT/Contract.

2. Notice of Force Majeure Event :

- The Agency shall give notice to SMP, Kolkata (Engineer of Contract vis a vis to Engineer's representatives) in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.
- b) The notice shall inter-alia include full particulars of:
 - (i) the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,
 - (ii) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Agencyto perform its obligations,
 - (iii) the measures which the Agency has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and
- 3. any other relevant information.
- 4. **Period of Force Majeure** shall mean the period from the time of occurrence specified in the notice given by the Agency in respect of Force Majeure Event until the earlier of:
- (a) expiry of the period during which the Agency is excused from performance of its obligations OR
- (b) termination of the contract,
- 5. **Performance Excused**: The Agencyto the extent rendered unable to perform its obligations or part thereof under the NIT/Contract as a consequence of the Force Majeure Event shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than considered reasonable by SMP, Kolkata consequent to the Force Majeure Event.
- 6. **Resumption of Performance**: During the period of Force Majeure, the Agencyshall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations. The Agencyshall also make efforts to resume performance of its obligations as soon as possible and upon resumption shall notify SMP, Kolkata of the same in writing.
- 7. **Extension of time for performance of obligations**: SMP, Kolkata may grant extension of time to the Agencyfor the performance of any obligation by such period not exceeding the period during which the relevant performance was affected by the Force Majeure Event. Such extension may include extension of the contract by SMP, Kolkata at its sole discretion without any change in the terms, conditions, etc (except the tenure of the contract).
- 8. **Effect of Force Majeure Event**: If the period of Force Majeure continues or is in the reasonable judgement of the parties is likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed terms.

FRAUD AND CORRUPT PRACTICES:

- 1. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, SMP, Kolkata may reject a offer without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2. Without prejudice to the rights of SMP, Kolkata under Clause 1 hereinabove, if a Bidder is found by SMP, Kolkata to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender issued by the SMP, Kolkata during a period of 2 (two) years from the date such Bidder is found by the SMP, Kolkata to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of SMP, Kolkata who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the SMP, Kolkata , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted in this tender document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the SMP, Kolkata in relation to any matter concerning the Project;
 - (b) "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - (d) "Undesirable Practice" means (i) establishing contact with any person connected with or employed or engaged by the SMP, Kolkata with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SCOPE OF WORK:

The monthly scope of the work of agency is not limited but include the following:

i) Devising appropriate strategy planning and goal setting in tandem with SMP, Kolkata for social media platforms primarily but not limited to Twitter, Facebook, Instagram & YouTube (Refer Table A).

TABLE -A

Channel	Details	Frequency
Twitter	Twitter will be the primary channel	An indication based on
	Drive a content calendar and create engaging posts	the actual frequency of
	on a monthly basis	posts on various social
	Supplemented by good RTs	platforms is given below
Facebook	Posts to be replicated on Facebook	in Table B, for the 6
	Use of Facebook features such as stories/Live	months period [Feb 21 to
Instagram	Posts to be replicated on Instagram	July 21]. However, this is
	Use of Instagram features such as Stories	only indicative and may
YouTube	Videos to be uploaded as an when required	vary during the contract
		period.

TABLE -B

Month of	MONTHWISE POSTS ON SOCIAL CHANNELS			
Execution	Facebook	Twitter	Instagram	You Tube
2021				
February	34	38	25	
March	39	32	15	20
April	24	25	13	2
May	15	18	13	
June	24	25	21	
July	13	10	13	1
TOTAL	149	148	100	23

- ii) Competition analytics across peers across verticals.
- iii) Create, curate and manage content (images, video, animated GIF in 2D, infographics, creative visualization, graphic designing and written post content) from raw inputs received from various departments / divisions / sections of SMPK, Kolkata and Haldia and other sources so as to upload those in all types of social media platforms.
- iv) Implement a content calendar as approved by SMPK at the beginning of each month. (The selected bidder shall submit a content calendar tentatively for 3 months period in advance, for subsequent finalization. Such tentative calendars shall be submitted after every 75 days for the next three months period. The first such submission shall be within 1 week from the date of placement of order.)
- v) Develop relevant content topics for the different social media platforms mentioned in this NIT.
- vi) Segmentation of the audience on social platforms.
- vii) Manage and oversee social media campaigns.
- vii) Monitor, listen and respond to users The bidder will use the effective tool for Social Listening, for real-time listening and monitoring for the Social Media handles. This will include:
 - a) Listening to conversations happening about Ministry of Ports , Shipping & Waterways.
 - b) Trend Monitoring: Spot and flag emerging trends, while aligning it with the creative

briefs.

- c) Brand Monitoring: Monitor conversations on the brand pages and provide insights on incoming queries, reach, and campaigns.
- d) Reports: Prepare monthly performance reports on Sentiment and Audience Analysis.
- ix) Analysis of key metrics and analytics.
- x) The selected bidder will have to be actively involved in photography (5-6 photographs per event as selected by SMPK; tentative 30 events per year) and videography (short video of duration 30 sec 2 minutes; tentative 52 videos per year), editing using stock music, graphic designing, motion graphics, copywriting, visualization, art direction as per requirement. For conducting Videography, Drone photography or any other action envisaged in the tender, the successful bidder will require to take necessary permissions from appropriate authority prior initiation. The content should be such that it could be uploaded or played across all social media platforms. (No extra charges will be paid).
- xi) Social Media Live coverage subject to a maximum use of 1 camera.
- xiii) The bidder will have to station appropriate personnel at SMPK offices, (separately at Kolkata Head Office and at Jawahar Tower Haldia) having adept knowledge of social media management & digital marketing to provide live feed to the selected bidder with current events, capture moments / photos for future use.
- xiv) The bidder will have to provide appropriate backend digital studio support as may be necessary.
- xv) Maintenance of digital photo bank (High resolution photographs and image quality) and content per year.
- xvi) Agency to keep all records across all mediums which is to be handed over to SMP within 30 days from the date of expiry of the contract subject to non- extension/renewal of the contract. Only On completion of such handing over, security deposit will be released subject to adjustment of dues if any.
- xvii) The reporting agency have a 24x7x365 delivery schedule .SMP management shall provide access of all kinds of media to the selected agency to enable to fulfill their deliverables.

Note:

xviii) In addition to the scope of activities mentioned above, special events with requirement of multimedia channel level execution using multiple cameras, joiners, capture cards, etc will also have to be catered to occasionally by the selected bidder / agency for which financial indication would be indicated separately. (in Subsidiary Price - Bid Format)

KEY DELIVERABLES:

Sl.No	Action Plan	Deliverables	
1.	Creative Content	As directed by SMP, Kolkata	
2.	Comprehensive analytical report about user	Monthly	
	engagements, change in number of followers, type of		
	engagements etc.		
3.	Comprehensive report on activity carried out through	Monthly	
	social media accounts of SMP, Kolkata		
4.	Running media campaigns	As directed by SMP, Kolkata	
5.	Comprehensive report on Complaint Management	Fortnightly	

KEY PERSONNEL INVOLVEMENT:

• Apart from back-end support staff, as may be required, the selected firm/agency shall have to place a minimum of 1 (one) dedicated Social Media Manager having minimum 3 Years of experience in social media marketing and related activities for SMP, Kolkata as a whole (to be generally stationed at Kolkata Head Office), and a minimum of 2 (two) dedicated Social Media Executive –

- one each at KDS (at Kolkata) and HDC (at Haldia) of SMP, Kolkata having minimum 3 years of experience in social media related activities.
- The Social Media Manager must have proven ability in team handling, must possess good communication and presentation skills with abilities to strategize the online activities and coordinate with the internal team and external officers of Private and Government partners for promotion of events, campaigns etc.
- The Social Media Executives, stationed at KDS and HDC will have to do/coordinate all necessary ground-work and related activity required on-site.
- The above key personnel must be well versed in Hindi, Bengali and English.
- The bidder is free to supplement the above minimum requirement of key personnel without any increase in quoted /accepted charges.

Assistance to be provided by SMP, Kolkata:

• Help in connecting with officials in departments where agency needs to approach for creating content.

EVALUATION PROCESS/METHODOLOGY:

• Bids of those Bidders who satisfy Pre – Qualification criteria will only be evaluated as per the following scoring / evaluation process.

Sl. No	Criteria	Marks
1 (A)	Past Experience of the Bidder a) No. of Years in Operation vis- a vis social media activities. (5) Min. 3 years – 3 marks 4-5 Years – 4 marks Above 5 years – 5 marks b) No. of similar works executed by the bidder within last 7 years ending on 30.06.2022.(15) Minimum 3 projects-05 4-6 Projects-08 7-10 Projects-12 >10 Projects -15	20
1(B)	Total Project Value of Similar Works Handled in Social Media: 100% of Estimated Cost – 7 >100% and <125% of Estimated Cost- 10 >125% and <150% of Estimated Cost- 12 >150% and <200% of Estimated Cost-15 >200% and <300% of Estimated Cost- 20 >300% and <400% of Estimated Cost- 25 >400% of Estimated Cost- 30	30
(3)	Average Annual turnover during last 3 financial years from INR 7.72 lakhs to less than INR12.87 lakhs—8 Marks from > INR 12.87 lakhs to less than INR 19.305 lakhs.—12 Marks > INR 19.305 lakhs—15 Marks	15
(4)	Technical Presentation (not more than 20 mins) based on Scope of Work, a Creative Team having expertise in infographics, Social Media Plan for SMPK. Deployment of Tool for Social Listening social media solution, proposed/best practices, innovative ideas and overall strategy	35

*Note: Kindly attach all the supporting documents vis a vis claims to accompany the Techno Commercial Bid. Kindly folio mark all supporting documents & indicate relevant Sl. Nos. in the above table. Without corroborative documents, claims will not be considered by SMPK.

Evaluation Criteria

- The Technical Proposals of such Bidders shall be analyzed and evaluated and the **Technical Proposal Marks (TPM)** shall be assigned to the proposal of each shortlisted Bidder.
- The Evaluation Committee shall evaluate and rank each Technical Proposal on the basis of the Proposal's responsiveness to the scope using the evaluation criteria and score system specified above. Each Technical Proposal shall receive a technical score. The minimum qualifying technical score as part of the techno commercial bid is 70 (Seventy) marks out of 100 marks.

Evaluation of Financial Proposals

- Financial Proposals of the technically qualified Bidders as evaluated according to the above mentioned evaluation matrix (i.e. the Bidders scoring minimum 70 marks) shall be opened.
- The lowest Financial Proposal will receive a maximum of 100 marks. The other proposals will be scored as per the following formula -

Financial Proposal Marks (FPM) = 100 x Lowest Financial Proposal in Rs. / Financial Proposal

Final Evaluation

The final evaluation will be made on the basis of the following:

- Weightage for the Technical Proposal: 0.7
- Weightage for the Financial Proposal: 0.3

Combined Technical and Financial score = TPM \times 0.7 + FPM \times 0.3

The Bidder with the highest Combined Technical and Financial score shall be declared the successful bidder.

Bill of Quantities

Preamble to Bill of Quantities

General

- Formats Price Bid Main format & Price Bid Subsidiary Format are related to Price Bids. The Price Bid main format should be entered online. The Price Bid Subsidiary Format should be in letterhead of the bidder and sent as a pdf document.
- Price Offer should be in adherence to all governing terms and conditions. There should not be any deviation from terms and conditions or conditional pricing.
- The Bill of Quantities must be read with the instruction to the bidder, General Conditions of Contract and Special Conditions of Contract & Technical Specification and the Contractor is deemed to have examined and to have thoroughly acquainted himself with the detailed descriptions of the works to be done, and the way in which it is to be carried out.
- The bidders should read all instructions given in this NIT carefully, to ensure that they have quoted completely and fully. The Contractor shall be bound to carry out the work at the accepted rates and shall not be entitled to any additional claim or compensation whatsoever.
- Excess/shortfall photographs and videos would be adjusted every 4 months on unit rate basis to be quoted separately at Price Bid Subsidiary Format (Sl. Nos. 4 & 5).
- The rates quoted shall be in both figures and words and that in words shall prevail.

- The bidder will have to quote rates in the main price bid format which will be considered for the evaluation as also rates in a subsidiary price bid which will not be taken into consideration for evaluation purposes but is mandatory. In case the bidder does not provide rates in the subsidiary price bid, his offer will be considered unresponsive and will be summarily rejected without any further communication to the concerned bidder.
- The main Price bid shall comprise retainership fees taking into consideration all aspects of the tender excluding Clause (xviii) f the scope of the work, rates for which will be provided only in the subsidiary price bid.

Format of Price Bid:

BOQ: *Main Price Bid Format*(should be entered online)

Sl. No.	Description	Price per month(INR) – excluding GST	GST (INR)	Total (INR)	Amount
1	Monthly fees covering all				
	aspects of the tender				
	excluding Clause (xviii) of the				
	scope of the work				

Subsidiary Price Bid Format

(should be in letterhead of the bidder and sent as a pdf document).

Sl. No.	Description	Quantity (Unit)	Price (INR) – excluding GST
1	Cost Per Additional Camera (Charges in respect of Clause (xviii) of the scope of the work)	01	
2	Cost Per Drone (Charges in respect of Clause (xviii) of the scope of the work)	01	
3	Any other charges in respect of Clause (xviii) of the scope of the work in addition to those at 1 & 2 above, if any	Lumpsum	
4	Cost per photograph	01	
5	Cost per video	01	

Note:

The above rates will include all taxes and duties except Goods and Service tax and no change will be entertained during the contractual period.

- 1. The quoted price will be valid for entire contract period as mentioned in the scope. No escalation in price bid will be entertained during the contract period.
- 2. GST shall not be considered for evaluation. However, GST will be paid as per applicable rate.

STATEMENT OF LEGAL CAPACITY

(To be executed on bidder's letterhead)

To <u>Secretary ,SMP, Kolkata</u> SMP, Kolkata 15 , Strand Road Kolkata -700001

> <u>Subject :Social MediaManagement Under Public Relations Wing,</u> General Administration Department SMP, Kolkata .

Sir,
With reference to your tender document vide Tender No
I/We hereby confirm that I/We satisfy the terms and conditions laid out in the tender document.
I/We have agreed that (insert individual's name) will act as my/our representative and authorized signatory and has been duly authorized to submit the tender.
Further, the signatory to this Statement of Legal Capacity
Thanking you,
Yours faithfully,
Date:
Place:
Name and seal of the Tenderer

Format 2 POWER OF ATTORNEY FOR SIGNING/SUBMISSION OF TENDER

Know all men by these presents, I/We
address of the registered office) do hereby irrevocably constitute, nominate, appoint and authoriseMr/ Ms
(name),
, who is presently employed with me/us and holding the position of
, as my/our true and lawful attorney (hereinafter referred to as the
"Attorney") to do in my/our name and on my/our behalf, all such acts, deeds and things as are necessary
or required in connection with or incidental to submission of my/our tender for the
(name of the tender), of the Kolkata Port Trust (the "SMP, Kolkata") including
but not limited to signing and submission of all applications, bids and other documents and writings,
participate in Pre-Bid and other conferences and providing information/ responses to the SMP, Kolkata,
representing me/us in all matters before the SMP, Kolkata, signing and execution of all contracts
including the Agreement and undertakings consequent to acceptance of my/our bid, and generally dealing
with the SMP, Kolkata in all matters in connection with or relating to or arising out of my/our bid for the
said tender and/ or upon award thereof to us and/or till the entering into of the Agreement with the SMP,
Kolkata .
AND I/we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things
done or caused to be done by my/our said Attorney pursuant to and in exercise of the powers conferred by
this Power of Attorney and that all acts, deeds and things done by my/our said Attorney in exercise of the
powers hereby conferred shall and shall always be deemed to have been done by me/us.
powers hereby conferred shall and shall always be deemed to have been done by hie/us.
IN WITNESS WHEREOF I/WE,, THE ABOVE NAMED PRINCIPAL HAVE
EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF
For
(Name of the Tenderer)
(Signature, name, designation and address)
(Name and seal of the Tenderer)
Witnesses:
1.
2.
Accepted
(Signature)
(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in

favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

• For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

LETTER OF PROPOSAL

(To be executed on bidder's letterhead)

To <u>Secretary ,SMP, Kolkata</u> SMP, Kolkata 15 , Strand Road Kolkata -700001

> Subject: Social MediaManagement, Under Public Relations Wing, General Administration Department; SMP, Kolkata.

Sir,

With reference to your tender document vide Tender No. -------------- I/we, having examined the tender document and understood its contents, hereby submit my/our Tender for the aforesaid project. My/Our Tender is unconditional.

- 2. I/ We acknowledge that SMP, Kolkata will be relying on the information provided in the Tender and the documents accompanying the Tender for techno-commercial qualification of the Tenderers for the aforesaid project, and we certify that all information provided in the Tender and in the various formats/Appendices is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Tender are true copies of their respective originals.
- 3. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid Project.
- 4. I/ We shall make available to the SMP, Kolkata any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
- 5. I/ We acknowledge the right of the SMP, Kolkata to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 6. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the tender document, including any Addendum issued by the SMP, Kolkata .
 - (b) I/ We do not have any conflict of interest in accordance with Clauses concerned of the tender document; and
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the tender document, in respect of any tender issued by or any agreement entered into with the SMP, Kolkata or any other public sector enterprise or any government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (e) Earnest money, tender document fee, etc. have been paid and submitted as mentioned in the NIT
- 7. I/ We understand that SMP, Kolkata may cancel the Bidding Process at any time and that SMP, Kolkata is neither bound to accept any Tender that SMP, Kolkata may receive.
- 8. I/ We believe that I/We satisfy and meet all the Pre-qualification requirements as specified in the tender document and am/are qualified to submit a Bid.
- 9. I/ We declare that I/We are not a Member of any other bidder applying for techno-commercial qualification.
- 10. I/ We certify that in regard to matters other than security and integrity of the country, I/We have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11. I/ We further certify that in regard to matters relating to security and integrity of the country, I/We have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 12. I/ We further certify that no investigation by a regulatory authority is pending against me / us or against our CEO or any of our directors/ managers/ employees.
- 13. The Statement of Legal Capacity as per Format-1 provided in this tender document, and duly signed, is enclosed. The power of attorney for signing of the Tender as per Format 2 provided, is also enclosed.
- 14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the SMP, Kolkata in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 15. I/We further declare that I/We have not been blacklisted/barred by the Central / any State Government / or any entity controlled by them from participating in any project/assignment and I/We declare and confirm that as on the date of opening of the bid no bar is subsisting on me/us related to participating in this tender.
- 16. I/We further declare that in the last 3 (three) years, I/We have not failed to perform on any contract, nor has been expelled from any project or contract by any public entity, nor have had any contract terminated by any public entity for breach.
- 17. I/ We agree and undertake to abide by all the terms and conditions of the tender document.

In witness thereof, I/we submit this Tender/Bid under and in accordance with the terms of the tender document.

	Yours faithfully,
Date:	(Signature, name and designation of the Authorised Signatory)
Place:	
	Name and seal of the Tenderer

INFORMATION/ PROFILE OF THE BIDDER

- 1. (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/or commencement of business:
 - (e) Status of the Bidder (Individual / Partnership Firm / Company / Society / Any other (Specify) [(attach partnership deed/ certificate of incorporation/ document pertaining to Registration of Society, etc., as applicable)]
 - (f) Other details of the Bidding Organization Employee Strength (in India) Organization Structure (chart):
- 2. Office Address in Kolkata:

(In case, the successful bidder does not have an office in Kolkata at present, he will have to set up an office in Kolkata within 15 days from the LoA)

- 3. Brief description & Achievements of the Company during last 5 years in Social Media Mgmt. (attach in not more than 5 A4 pages)
- 4. Details of individual(s) who will serve as the point of contact/ communication for the SMP, Kolkata:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Phone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
- 5. Particulars of the Authorised Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

(Signature, name and designation of The Authorised Signatory)

Name and seal of the Tenderer

FINANCIAL QUALIFICATION OF THE BIDDER

S. No.	Financial Year	Annual Turnover (Rs in Lakhs)
1.	2018-2019	
2.	2019-2020	
3.	2020-2021	
	Average Annual Turnover (Rs in Lakhs)	
		he Statutory Auditor ^{\$}
This is to cert		the Applicant) has average annual Turnover of Rs. gures and in words) as shown above for the period

Name and designation of the Signatory

Name of the audit firm:

of the 3 years concerned

Address of the Audit Firm

E-mail of the Audit Firm

Seal of the audit firm

Date:

[Notes^{\$}:-

- The above certificate will be entirely relied upon for the Turnover eligibility
- In case the Applicant does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the Annual Accounts of the Applicant.
- UDIN should be mentioned in certificates issued on or after 1.2.2019]

(Signature, name and designation of the authorized signatory)

Name and seal of the Tenderer

Format 6

PREVIOUS EXPERIENCE OF THE BIDDER

Sl.	Full particulars of Credentials.	Completion	Name, address, fax/mobile/mail of the
No.	(i) Name of work.	Certificate from	official(s) of the Client to whom
	(ii) Client –name, address.	Client	reference can be made for verification
	(iii) (a) Work Order No. &	(i) Certificate No.	
	Date OR	and date	
	(iii) (b) Contract Agreement		
	No. & date	[Submission of	
	(iv) Contract Value	documentary	
		evidence is	
	[Submission of documentary	MANDATORY]	
	evidence of (iii)(a) OR (iii)(b)	_	
	is MANDATORY]		

(Signature, name and designation of the authorized signatory)

Name and seal of the Tenderer

CONCURRENT COMMITMENTS OF THE BIDDER

Information on works in the hand of the bidder at the time of submission of tender offer)

Sl.	Full particulars of works to be	Sanctioned	Completion time	Name and address
No.	executed concurrently by the	Tender Value.		to whom
	bidder.	(inRs.)		reference can be
	(iv) Name of work.			made in respect of
	(v) Client.			the contract
	(vi) W.O. No. & Date.			

(Signature, name and designation of the Authorised Signatory)

Name and seal of the Tenderer

UNDERTAKING

(in letterhead of the bidder)

(Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document in the letter head of the bidder)

To <u>Secretary, SMP, Kolkata</u> SMP, Kolkata 15, Strand Road Kolkata -700001

Sub:- Social MediaManagement Under General Administration Department SMP, Kolkata .

Sir,
With reference to your tender document vide Tender No
2. I/We,
3. We are submitting this undertaking in lieu of submission of signed copy of the full tender documents, Formats contained in the said document, GCC, Corrigendum and Addenda.
Yours faithfully,
(Signature, name and designation of The Authorised Signatory)

Name and seal of the Tenderer

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made day of
body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "CLIENT" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and (hereinafter called the "SERVICE PROVIDER" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part.
SMP, Kolkata being desirous of getting executed the Assignment mentioned, enumerated or referred to in the Tender Document including Notice Inviting Tender, Instruction to Tenderers, Special Conditions, and other Documents, has invited tenders.
Service provide has understood the Assignment specified in the Tender Document and satisfied himself in all respects by careful examination before submitting his Tender as to the nature and magnitude of the Assignment and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference to or with the execution and completion of the Assignment, to be carried out under the Agreement/Arrangement, and has examined and considered all other matters, condition and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the completion of work and which might have influenced him in making his Bid.
SMP, Kolkata has accepted a Tender/Offer by the Service Provider for the Assignment stated in the Tender document floated by SMP, Kolkata .
NOW THIS CONTRACT AGREEMENT WITNESSETH as follows:-
1. The following documents shall be deemed to form and be read and construed as part of this Agreement ,viz:- (i) .The said Tender/Offer & the acceptance of Tender/Offer. (ii) The General Conditions Of Contract. (iii).Special Conditions Of Contract (If any). (iv) All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent. The primary documents are listed as below:- a) b) c)
2. In consideration of the payments to be made by SMP, Kolkata to the Service Provider, the Service provider will duly complete the Asssignment and shall do and perform all other acts and things, mentioned or described or which are to be implied therefrom or may be reasonably necessary for completion of the Assignment and at the times and in the manner and subject to the terms and conditions or stipulations mentioned. The Service provider does hereby agree to pay such sums as may be due to the

Approved Page 36

SMP, Kolkata and such other sums as may become payable to the SMP, Kolkata.

3. The Trustees hereby covenant	s to pay to th	e Service prov	vider in con	sideration of su	ich execution and
completion of the Assignment,	the Contract	Prices at the	times and	in the manner	prescribed in the
Tender document or Work Order.					

IN WITNESS WHEREOF the Parties have executed these presents on the day and the year first above written.

Signed and Delivered For and on behalf of The SMP, Kolkata	Signed and Delivered For and on behalf of The Service Provider				
Date	Date				
Place	Place				
In presence of two Witnesses.					
1.					
2.					

BG FORMAT FOR SECURITY DEPOSIT/PERFORMANCE GUARANTEE

Draft Proforma of Bank Guarantee (Performance Guarantee) to be issued by any Scheduled Bank of India on Non-Judicial Stamp Paper worth Rs.100/- in lieu of Cash Security Deposit

To The Board for the Por										-
BANK GU Name of is Name of B Address	suing B ranch	ank								
Whereas										, (hereinafter
obligations hereinabov	during e, is rec (Rupe	g the corquired to	ntract per provide a	riod and in "irrev only) to	l post-cor ocable–en the Board	ntract periocashable-a	, for od, as stip t-call" Bar ses for the	r due pulated ik Guar Port o	performing the rantee for Kolka	Office at mance of its referred NIT or a sum of Rs. ata (hereinafter 1963 (Act 38
referred as	the B	ank) to tees/Clier	furnish ar	n uncon said sun	ditional, i	rrevocable	ank name encashab (Rupees .	/branch le-at-ca	/Addres ll Bank 	has requested (s) (hereinafter (a Guarantee in (only) on behalf (Provider)
	e Provid	der, herel	y undert	ake to i	ndemnify	and keep	indemnifie			n the advise of es/Client to the
a written of Guarantee name/brand the same an A/c. Payee	demand constitu ch/Addr nd pay t Banker	is made uted by ress) have the sum sor's Chequ	these present the by the control of	Frustees sents, We to declined to the in favor	Client the Ve,ne to cash the Trustees ar of "SM	rough anythe same f within a w P, Kolkata	of its off or any reasteek from to ", without	icials for son what the date any de	or hono atsoever of such emur. E	ner agree that if bring the Bank (Bank and shall cash a demand by an ven if there be ground for us,

We,
We,
We,
We,
This guarantee will not be discharged due to change in the constitution of the Bank or the Service Provider.
We,
Notwithstanding anything contained herein: 1. Our liability under this bank guarantee shall not exceed Rs

SIGNATURE
NAME
DESIGNATION
BANKBRANCH

(OFFICIAL SEAL OF THE BANK)

In letterhead of Bidder

SYAMA PRASAD MOOKERJEE PORT, KOLKATA 15, Strand Road, Kolkata – 700 001. PAN – AAAJK0361L

Declaration Form for not imposing TDS Rate as per Section 206AB of the Income Tax Act

I / We, _ are resident in In	having Permanent Account Numberndia and hereby declare as follows:	is/
the Assessment Y issued by the Inc	relational Year relation for the preceding Financial Year relation Year relation filing is and the Acknowledgement Nu come Tax Department evidencing the filing of the tax return isA copyledgement evidencing the filing of the above tax return is attached.	ımber
the Assessment Y issued by the Inc	release filed our Return of Income for the preceding Financial Year release Year The date of filing is and the Acknowledgement Nu come Tax Department evidencing the filing of the tax return is A copy legement evidencing the filing of the above tax return is attached.	ımber
3. I / We do was not Rs.50,00	declare that the total TDS / TCS for the Financial Year and and	was /
	nereby declare that I / We am / are duly authorized to give this declaration and the red above is true to the best of my / our knowledge and belief.	
(Signature)		
Name :	:	
Designation :	:	
Date:		
Place:		

Format 12: Information on the Key Personnel

Position :- Social Media Manager :-

Sl. No	Name of the Key Personnel	and professional	No. of years of experience as Team Leader in Social media projects	No. of Social Media Projects coordinated	
(A)	(B)	(C)	(D)	(E)	(F)

Signature of the Bidder	Signature of Key Personnel

Position :- Social Media Executive (Use separate sheets for different personnel):-

Sl. No	Name of the Key Personnel	Educational and professional Qualification	Location to be allocated – Kolkata (KDS) / Haldia(HDC):	experience as Team Leader in Social media	No. of Social Media Projects coordinated
(A)	<u>(B)</u>	<u>(C)</u>	<u>(D)</u>	<u>(E)</u>	<u>(F)</u>

Signature of the Bidder	Signature of Key Personnel