



**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)

TENDER FOR SOCIAL MEDIA MANAGEMENT FOR SMPK

ADMN/T/180/1 DATED 11.10.2022

एसएमपी, कोलकाता के सोशल मीडिया प्रबंधन हेतु ई-निविदा

एडीएमएन/टी/180/1 दिनांक 11.10.2022

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”**

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 appropriate sources.

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.

Table of Contents

Sl. No.	Description	Page Number
1	Cover page and Disclaimer	01-02
2	Table of Contents	03
3	Notice Inviting Tender and Schedule of Tender	04-05
4	General Notes	05-07
5	General Instructions to Bidders	08-09
6	Pre-Bid Meeting	09
7	Presentations	09
8	Mandatory documents to be submitted with Techno Commercial offer	09-10
9	Earnest Money Deposit	10-11
10	Security Deposit/Performance Security	11
11	Pre-Qualification Criteria	11-12
12	Terms and Conditions , Terms of payment, Taxes and Duties, Termination of Contract, Force Majeure, Fraud & Corrupt Practices, etc	13-17
13	Scope of Work	18-20
14	Evaluation process/methodology	21-22
15	Bill of Quantities & Format of Price Bid	22-23
16	Formats 1 to 12	24-41

Note :-

Sections given under Sl. Nos. 1 and 4 to 16 above shall constitute the Special Conditions of Contract (SCC) for this particular NIT. General Conditions of Contract (GCC) shall also apply to this NIT.

NOTICE INVITING TENDER

1. Physical Limited tenders are invited ONLY from advertising agencies empanelled with SMP, Kolkata by the General Administration Department, SMPK 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/180/1 dated 11.10.2022
2.	MODE OF TENDER	Physical Limited Tender invited from advertising agencies empanelled with SMP, Kolkata (Three Part Tender :- (i) EMD and Tender Cost; (ii) Techno-Commercial Bid and (iii) Price Bid)
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 as non-responsive.
5.	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. Tender Cost and EMD is required to be submitted along with the bid offer under sealed EMD and Tender Cost envelope. In case of failure of submission of Tender Cost and EMD as applicable, the bid will be summarily rejected, treating the same as non-responsive. Tender Cost and EMD shall be in Banker’s Cheque or by Demand Draft of any Nationalised Bank of India or Scheduled Bank as approved by Government of India drawn in favour

		of SYAMA PRASAD MOOKERJEE PORT, KOLKATA and payable in Kolkata. No Cheque or cash or postal order will be accepted, as Earnest Money Deposit and or Tender Cost.
6.	Important Timelines	
a.	Date and time, when Bid Documents would be available to parties to download	Post e-publishing
b.	Last date of submission of Pre-Bid queries to SMPK in writing over email	04.11.2022
c.	Date & time of Pre-bid meeting	10.11.2022; At 11:30 Hrs
d.	Date of uploading replies to Pre-bid queries	14.11.2022
e.	Date of starting of online submission of bid (Techno-commercial Bid & price bid)	15.11.2022 from 10:00 AM
f.	Last Date and time of closing of online submission of Bid	06.12.2022 upto 13:00 hrs
g.	Date and time of opening of Techno-Commercial Bid	06.12.2022 at/after 15:00 hrs
h.	Date and time of opening Price Bid	To be informed separately to techno-commercially 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.

GENERAL NOTES :-

- i) Tenderers shall not alter / change / delete / modify any clause of the tender document downloaded from the SMPK website. In case of downloaded tender document, if any change (in words, specification etc.) is detected in the submitted tender document, the same will be summarily rejected outrightly.
- ii) Tender documents will not be issued by post.
- iii) In case submission of offers is made by post, SMP, Kolkata will not be responsible for postal delays and offers received after the last date and time of submission of offers will not be entertained and will be summarily rejected.
- iv) Mere issue of the tender document will not mean that the tenderer will automatically be considered qualified and their bids would be entertained. Qualification and eligibility will be examined and reviewed at the time of evaluation of bids. While evaluating bids, regard would be paid to National Defence and security considerations.
- v) Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

- vi) Trustees reserve the right to reject or to accept the tender in whole or in part without assigning any reason whatsoever thereof.
- vii) Tenderers shall submit the Tender as per instructions contained in this tender document.
- viii) Except as specifically provided in this tender document or unless expressly and in writing asked for by SMP, Kolkata no supplementary material / document submission will be entertained by SMP, Kolkata after the stipulated date and time of submission of bids mentioned in this tender document, and evaluation will be carried out only on the basis of materials/ documents received within the stipulated date and time of submission. Unsolicited material, if submitted, will be summarily rejected.
- x) Any Notice / Addendum / Corrigendum / Modification to the bid document will be notified only through SMP, Kolkata website(s) and the bidders are requested to check for the same at the website(s) prior to submission of their offers.
- x) Sealed offers will be received at the office of the Secretary I/C; SMP, Kolkata up to the time on the last date of submission as specified.
- xi) Offers sent through Telex, Fax or e-mail and late offers shall not be acceptable.
- xii) In case of unscheduled Holiday / Bandh on the date of submission of tenders, the same will be extended upto the next working day till 1300 hrs. Similarly, in case of unscheduled Holiday / Bandh on the date of opening of bids, the same will be opened on the next working day at 1500 hrs.
- xiii) SMP, Kolkata reserves the right to verify all statements, information and documents submitted by the tenderer. Any such verification or lack of such verification by SMP, Kolkata to undertake such verification shall not relieve the tenderer of its obligations or liabilities under this tender nor will it affect any rights of SMP, Kolkata under this tender.
- xiv) In case it is found during scrutiny and/ or evaluation or at any time before signing of the Agreement or commencement of the contract, that one or more of the eligibility conditions have not been met by the tenderer or the tenderer has made material misrepresentation or has given any materially incorrect or false information, the tenderer shall be disqualified forthwith and in such event SMP, Kolkata shall forfeit and appropriate the Earnest Money Deposit, without prejudice to any other right or remedy that may be available to SMP, Kolkata.
- xv) In case it is found after issuance of Letter of Award (LOA) or signing of the Agreement or commencement of the contract, that one or more of the eligibility conditions have not been met by the tenderer or the tenderer has made material misrepresentation or has given any materially incorrect or false information, the order / agreement / contract, shall be forthwith terminated with immediate effect and in such event SMPK shall forfeit and appropriate the Security Deposit/Performance Guarantee, without prejudice to any other right or remedy that may be available to SMP, Kolkata.
- xvi) Each Tender should be submitted in one outer sealed envelope containing Three (3) separate sealed covers as explained below:
Cover I: (Earnest Money Deposit & Cost of Tender Document)
Cover II: (Techno-Commercial Bid)
Cover III: (Price Bid)

- xvii) Each of the three covers and the Outer Cover mentioned above containing the respective bids shall also indicate the name and address of the Tenderer and shall be superscribed with the Content Type, Tender Name and Tender No. The date of opening should be indicated on the right hand corner of the outer envelope. Additionally the outer envelope shall be superscribed with “Do not open, except in presence of authorised person of SMP, Kolkata. ” The outer envelope thus marked and sealed shall be addressed to Secretary I/C, SMP, Kolkata (formerly Kolkata Port Trust), 15, Strand Road; Kolkata – 700 001
- xviii) If any of the envelopes/covers are not sealed and marked as instructed above, SMP, Kolkata assumes no responsibility for the misplacement or premature opening of the contents of the tender submitted and consequent losses if any suffered by the tenderer. If any of the envelopes/covers are not sealed and marked as instructed above, the Bid may be deemed to be non-responsive and liable to be rejected.
- xix) The Bid shall be signed in blue ink only and sealed on each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person signing the Bid.
- xx) SMP, Kolkata may, in its sole discretion, extend the date of Opening by issuing an Addendum uniformly for all Applicants. Applications received after the specified date and time as stipulated in the Notice Inviting Tender or in any Addendum / Extension Notice, if any, shall not be eligible for consideration and shall be summarily rejected.
- xxi) Except as specifically provided in this tender document or unless expressly and in writing asked for by SMP, Kolkata no supplementary material / document submission will be entertained by SMP, Kolkata after the stipulated date and time of submission of bids mentioned in this tender document, or in any Addendum / Extension Notice, if any, and evaluation will be carried out only on the basis of materials/ documents received within the stipulated date and time of submission. Unsolicited material, if submitted, will be summarily rejected.
- xxii) The bidder may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the SMP, Kolkata prior to the date of Opening. No Application shall be modified, substituted or withdrawn by the Applicant on or after the date of Opening. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered to the same office as indicated hereinabove, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate. Any alteration/ modification in the Application or additional information supplied subsequent to the date of Opening, unless the same has been expressly sought for by SMP, Kolkata, shall be disregarded.
- xxiii) The Earnest Money shall be forfeited if the tenderer withdraws its Bid during the interval between the specified date and time of submission of the tender or any extension thereof and expiration of the validity period of the tender including extension thereof.

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 submitted 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://smpportkolkata.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 submitted 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 website of 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 – To be submitted under Price Cover 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. The bidders must submit all the Documents (self-attested) required as per the terms of NIT. Any other document submitted, 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 submitted document, shall not be considered. Supporting self-attested Documents, wherever necessary, should be submitted. No hardcopy for the same needs to be submitted. The Documents submitted 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 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 10.11.2022; At 11:30 Hrs, wherein queries received in relation to this NIT document/Assignment shall be addressed by SMP, Kolkata. Fresh queries raised during the Pre-Bid meeting would have to be emailed within 16:00 hrs of 10.11.2022 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.

PRESENTATIONS : 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 submit 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 (In case of Proprietor being the bidder himself, only Self Declaration to be submitted.)

- 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. 2019-20, 2020-21 and 2021-22) 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 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
- p) 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 SUBMITTED 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>, 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:
- 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.
 - 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 :
“I/We hereby certify that there are no claims against SMP, Kolkata under contract No.....for the job..... except to the extent of the claims preferred by me/us as per the under-noted bills already submitted to you.”

PRE – QUALIFICATION CRITERIA :-

S#	Eligibility Criteria	Document Required
1.	This NIT is open only for advertising agencies empanelled with SMP, Kolkata having experience in social media handling. 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 31.10.2022, providing services in Social Media management. (In case of mergers / acquisition / restructuring or	Supporting documents establishing empanelment and years of operation. Please also refer Format 4.

	name change, the date of establishment of the earlier / original partnership firm/limited company will be taken into account).	
2 (a)	The bidder organization should have achieved an average annual turnover of INR 7.722 Lakhs over the last three financial years (2019-20, 2020-21 and 2021-22). In case of recognized MSMEs (Udyam registration) 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 (2019-20, 2020-21 and 2021-22). 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 (2019-20, 2020-21 and 2021-22).	Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 years (i.e., 2019-20, 2020-21 and 2021-22). Please also refer Format 5.
3	The bidder should not have been blacklisted/ debarred/ de-registered/ banned by SMP Kolkata or any Govt. organization. If found, the bid shall be disqualified.	Please refer Format – 3 (clauses 15 & 16) .
4	The bidder should have experience of successful completion in handling and managing social media platforms in at least 3 (three) Govt./ Semi-Govt./ PSU / Private organization of repute during the last 7 years ending on 31.10.2022. The bidder should have the following mandatory experience of successful completion in respect of a) 3 (three) works related to handling and managing social media platforms, each costing not less than INR 10,29,600 or equivalent during the last 7 years ending on 31.10.2022; OR 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 31.10.2022; 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 31.10.2022; *Cost of one / two / three work order is considered excluding of GST or other statutory taxes.	Work order(s) and completion certificate(s) from concerned client *Note : Unfinished /Ongoing Work in which the financial criteria has been fulfilled is also acceptable. Please also refer Format 6.

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 bidder will generally be required to work from 9:30 hrs to 18:00 hrs from Mondays to Saturdays. However, if a need arises to make social media postings or attend a programme/event of SMPK for the purposes of this NIT, beyond the above timings or on Sundays or Holidays of SMPK, the selected tenderer would be required to do so, without any extra charges. The selected tenderer will also have to ensure that social media videos/ posts are uploaded within maximum 3 hrs from end of an event, irrespective of the completion time of the event whatsoever.
- 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/depts./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 :**
 - a) 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 Agency to 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 Agency to 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 Agency shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations. The Agency shall 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 Agency for 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). [Website issues (Re-designing /Modifications/ Direct Uploads) are beyond the scope of the instant NIT.]

TABLE -A

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

TABLE -B

Month of Execution 2021	MONTHWISE POSTS ON SOCIAL CHANNELS			
	Facebook	Twitter	Instagram	You Tube
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.) If specifically asked by SMPK, creatives would also have to be submitted alongwith the content calendar.
- 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.
- viii) In respect of SM Channels related to SMPK and Ministry of Ports, Shipping & Waterways, 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).

Notes to (x) :- (a) Normally, voice-overs are not contemplated. However, if the video relates to any speech/function/cultural event, that should be captured and reproduced with/without edits as may be directed by SMPK. If voice-overs are required, SMPK will intimate in advance (24-48 hrs notice) on case to case basis and extra charges as quoted in the Price Bid Subsidiary format would be paid by SMPK. The probable language to be used would be either English or Hindi or Bengali. The tenderers will not quote or consider voice-over related charges in the Main Price Bid format. (b) Likewise, normally, drone shooting is not contemplated. If drone shooting is required, SMPK will intimate in advance (24-48 hrs notice) on case to case basis and extra charges as quoted in the Price Bid Subsidiary format would be paid by SMPK.

- xi) Social Media Live coverage subject to a maximum use of 1 camera per site. Requirement of such coverage may encompass any area under jurisdiction of SMPK or event site elsewhere.

Notes to (xi) :- SMPK intends to utilize photographs taken under this NIT for use in brochures, folders, reports, print media, other presentations, etc. Accordingly, the selected tenderer would be required to take photographs in an appropriate device, such that SMPK can obtain A4 full page size good quality printouts of photographs without any loss/reduction in resolution. Likewise, for the films / videos, the selected tenderer would be required to use an appropriate device, that would cater to best possible video in the different social media platforms. The selected tenderer should be equipped for HD / 2K / 4K video quality.

- 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 engagements, change in number of followers, type of engagements etc.	Monthly
3.	Comprehensive report on activity carried out through social media accounts of SMP, Kolkata	Monthly
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, 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, with capability to both read and write in the given languages.
- The bidder is free to supplement the above minimum requirement of key personnel without any increase in quoted /accepted charges.

Notes :- (a) The Social Media Manager need not be permanently deputed/stationed at SMPK Head office. He can operate from the selected tenderer's establishment and take up activities as and when may be needed under the scope of the NIT, along with handling other clients of the successful tenderer, apart from SMPK. However, if need be, the Social Media Manager would have to visit SMPK premises at Kolkata/Haldia/elsewhere and/or event sites, as per directions of SMPK, within the rates indicated under the Main Price Bid format. The tenderers shall quote their rates in the Price Bid Main format, taking into consideration the above. (b) In addition, the tenderers are required to indicate in the Price Bid Subsidiary Format, daily financial impact of each Social Media Executive. It will be at the sole discretion of SMPK to discontinue such deployment of one or both Social Media Executive on a monthly basis and opt for daily deployment. During such daily deployment (which may or may not be continuous) SMPK will make payment on the basis of indication given in this respect by the bidder in the Price Bid Subsidiary Format, after deducting the monthly implication of the main rate related to Social Media Executive. Prior to the finalization of the tender, SMPK will take break-up of the rate quoted in the Main Price Bid, inter alia including key personnel related rates. The key personnel related rates provided in such breakup of the main price bid rates should match or be able to justify the key personnel related rates offered / indicated by the bidder in the Price Bid Subsidiary Format. In case of abnormal differences between key personnel related rates in the Main Price Bid breakup and Subsidiary Price Bid, SMPK reserves the right to negotiate with the concerned bidder and / or approach the next ranked bidder.

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 31.10.2022.(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

Notes :-

(a) Estimated Cost is Rs. 25.74 lakhs +GST

(b) Total Project Value of Similar Works Handled in Social Media = Summation of value of projects successfully completed in handling and managing social media platforms during the last 7 years ending on 31.10.2022. Completion certificate from client(s) concerned is mandatory for consideration

(c) : 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 -

$$\text{Financial Proposal Marks (FPM)} = 100 \times \text{Lowest Financial Proposal in Rs.} / \text{Financial Proposal}$$

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 x 0.7 + FPM x 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) of 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 Amount (INR)
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	per 30 seconds or part thereof	
6a	Voice over charges - English	per 30 seconds or part thereof	
6b	Voice over charges - Bengali	per 30 seconds or part thereof	
6c	Voice over charges - Hindi	per 30 seconds or part thereof	
7	Cost Per Drone (Charges in respect of other Clauses apart from (xviii) of the scope of the work)	01	
8	Total Financial implication in respect of Social Media Executive at Kolkata	Daily per head basis	
9	Total Financial implication in respect of Social Media Executive at Haldia	Daily per head basis	

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.

Format 1

STATEMENT OF LEGAL CAPACITY

(To be executed on bidder's letterhead)

To
Secretary ,SMP, Kolkata
SMP, Kolkata
15 , Strand Road
Kolkata -700001

Subject :Social Media Management Under Public Relations Wing,
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 (insert individual's name); in the capacity as (designation) of the (insert name of the tendering organization), is vested with requisite powers to furnish such letter and authenticate the same.

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..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, 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.

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.*

Format 3

LETTER OF PROPOSAL

(To be executed on bidder's letterhead)

To
Secretary ,SMP, Kolkata
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/banned 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

Format 4

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

Format 5

FINANCIAL QUALIFICATION OF THE BIDDER

S. No.	Financial Year	Annual Turnover (Rs in Lakhs)
1.	2019-2020	
2.	2020-2021	
3.	2021-2022	
	Average Annual Turnover (Rs in Lakhs)	

Certificate from the Statutory Auditor^{\$}

This is to certify that (Name of the Applicant) has average annual Turnover of Rs. _____ (in figures and in words) as shown above for the period of the 3 years concerned

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

(Signature, name and designation
of the authorized signatory)

Name and seal of the Tenderer

Format 7

CONCURRENT COMMITMENTS OF THE BIDDER

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

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

(Signature, name and designation of
the Authorised Signatory)

Name and seal of the Tenderer

Format 8

UNDERTAKING

(in letterhead of the bidder)

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

To
Secretary, SMP, Kolkata
SMP, Kolkata
15 , Strand Road
Kolkata -700001

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

Sir,

With reference to your tender document vide Tender No. -----.

2. I/We,(Name of Tenderer) have fully read and understood the entire Tender Document, its various formats, GCC, Corrigendum and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, Formats contained in the said document, GCC, Corrigendum and Addenda.

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

Format 9

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made _____ day of _____ 20____ between the "Board Of Trustees for the Port Of Calcutta , a statutory 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 SMP, Kolkata and such other sums as may become payable to the SMP, Kolkata .

3. The Trustees hereby covenants to pay to the Service provider in consideration of such 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**

Date _____

Place _____

**Signed and Delivered
For and on behalf of
The Service Provider**

Date _____

Place _____

In presence of two Witnesses.

1.

2.

Format 10

**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 of Trustees
for the Port of Kolkata.

BANK GUARANTEE NO.....DATE.....
Name of issuing Bank.....
Name of Branch.....
Address.....

Whereas in terms of the Tender No. dated,
M/s..... (hereinafter
referred as the Service Provider) having its Registered Office at
....., for due performance of its
obligations during the contract period and post-contract period, as stipulated in the referred NIT
hereinabove, is required to provide an “irrevocable–encashable-at-call” Bank Guarantee for a sum of Rs.
..... (Rupees only) to the Board of Trustees for the Port of Kolkata (hereinafter
referred as the Client), a body corporate, duly constituted under the Major port Trust Act, 1963 (Act 38
of 1963).

And whereas the(the Service Provider) has requested
.....(Bank name/branch/Address) (hereinafter
referred as the Bank) to furnish an unconditional, irrevocable–encashable-at-call Bank Guarantee in
favour of the Trustees/Client for the said sum of Rs. (Rupees only) on behalf
of M/s (the Service Provider)

We,..... (Bank name/branch/Address), do on the advise of
the Service Provider, hereby undertake to indemnify and keep indemnified the Trustees/Client to the
extent of the said sum of Rs. (Rupees only)

We,..... (Bank name/branch/Address), further agree that if
a written demand is made by the Trustees/Client through any of its officials for honoring the Bank
Guarantee constituted by these presents, We,..... (Bank
name/branch/Address) have no right to decline to cash the same for any reason whatsoever and shall cash
the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an
A/c. Payee Banker’s Cheque drawn in favour of “SMP, Kolkata”, without any demur. Even if there be
any dispute between the Service Provider and the Trustees/Client, this would be no ground for us,

..... (Bank name/branch/Address) to decline to honour the Bank Guarantee in the manner aforesaid.

We,..... (Bank name/branch/Address), further agree that a mere demand by the Trustees/Client at any time and in the manner aforesaid, is sufficient for us, (Bank name/branch/Address), to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the Event Manager and no protest by the Event Manager, made either directly or indirectly or through Court , can be valid ground for us, (Bank name/branch/Address), to decline or fail or neglect to make payment to the Trustees/Client in the manner and within the time aforesaid.

We,..... (Bank name/branch/Address), further agree that the Bank Guarantee herein contained shall remain in full force and effect, up to and inclusive of (dd/mm/yyyy) with a claim period of six months thereafter, i.e upto (dd/mm/yyyy).

We,..... (Bank name/branch/Address), further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees/Client shall have the fullest liberty to vary from time to time any of the terms and conditions of the said permission or to extend any time for performance of any/all obligations by the Service Provider or to postpone for any time or from time to time any of the powers exercisable by the Trustees/Client against the Service Provider and to forebear or enforce any of terms and conditions relating to the said permission and We,..... (Bank name/branch/Address), shall not be relieved from our liability by reason of any such variation or extension being granted to the Service Provider or for any fore-bearance, act or commission on the part of the Trustees/Client or any indulgence by the Trustees/Client to the Service Provider.

We, (Bank name/branch/Address), further agree that any dispute regarding this Bank Guarantee will be adjudicated only under the jurisdiction of the Calcutta High Court.

This guarantee will not be discharged due to change in the constitution of the Bank or the Service Provider.

We, (Bank name/branch/Address), lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees/Client in writing.

Notwithstanding anything contained herein :-

1. Our liability under this bank guarantee shall not exceed Rs. (Rupees only)
2. This Bank Guarantee shall be valid upto(mm/dd/yyyy) and
3. We are liable to pay immediately without making any further reference, the guaranteed amount of Rs. (Rupees only) or any part thereof under this Bank Guarantee so demanded by the authorized officer of the Board of Trustees for the Port of Kolkata serving upon us written claim or demand on or before(mm/dd/yyyy)
4. At the end of the claim period all your rights under this guarantee shall stand extinguished and we shall be discharged from all our liabilities under this guarantee.

SIGNATURE.....

NAME.....

DESIGNATION.....

BANK.....

BRANCH.....

...

(OFFICIAL SEAL OF THE BANK)

Format 11

In letterhead of Bidder

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
15, Strand Road,
Kolkata – 700 001.
PAN – AAJJK0361L

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

I / We, _____ having Permanent Account Number _____ is/
are resident in India and hereby declare as follows:

1. I / We have filed our Return of Income for the preceding Financial Year _____ relevant to the Assessment Year _____. The date of filing is _____ and the Acknowledgement Number issued by the Income Tax Department evidencing the filing of the tax return is _____. A copy of the ITR Acknowledgement evidencing the filing of the above tax return is attached.

2. I / We have filed our Return of Income for the preceding Financial Year _____ relevant to the Assessment Year _____. The date of filing is _____ and the Acknowledgement Number issued by the Income Tax Department evidencing the filing of the tax return is _____. A copy of the ITR Acknowledgement evidencing the filing of the above tax return is attached.

3. I / We declare that the total TDS / TCS for the Financial Year _____ and _____ was / was not Rs.50,000/- or more.

4. I / We hereby declare that I / We am / are duly authorized to give this declaration and the information stated 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	Educational and professional Qualification	No. of years of experience as Team Leader in Social media projects	No. of Social Media Projects coordinated	Name of 3 clients related to Columns D & E
<u>(A)</u>	<u>(B)</u>	<u>(C)</u>	<u>(D)</u>	<u>(E)</u>	<u>(F)</u>

Signature of the Bidder	Signature of Key Personnel

Position :- Social Media Executive**(Use separate sheets for different personnel at Haldia and at Kolkata):-**

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

Signature of the Bidder	Signature of Key Personnel