

निर्देशिका सूचना पुस्तिका की डिजाइनिंग, मुद्रण, जिल्दसाज़ी और आपूर्ति के लिए निविदा
TENDER NO: ADMN/T/181 DATED 26-12-2022



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 DESIGNING, PRINTING, BINDING & SUPPLY OF DIRECTORY
INFORMATION BOOKLET FOR SMPK
ADMN/T/181 DATED 26-12-2022

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के लिए निर्देशिका सूचना पुस्तिका की
डिजाइनिंग, मुद्रण, जिल्दसाज़ी और आपूर्ति के लिए निविदा
एडीएमएन/टी/181 दिनांक 26.12.2022

Issued by Secretary(I/C)

जारीकर्ता - (सचिव प्रभारी)

General Administration Department
SYAMA PRASAD MOOKERJEE PORT,
KOLKATA

सामान्य प्रशासन विभाग
श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता

15 Strand Road, Kolkata 700001

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निर्देशिका सूचना पुस्तिका की डिजाइनिंग, मुद्रण, जिल्दसाज़ी और आपूर्ति के लिए निविदा
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Syama Prasad Mookerjee Port, Kolkata
General Administration Department
Invites

**Tenders from prospective Bidders for
“DESIGNING, PRINTING, BINDING & SUPPLY OF
DIRECTORY INFORMATION BOOKLET”
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.

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Note :-

Sections given under Sl. Nos. 3 to 6 above shall constitute the Special Conditions of Contract (SCC) for this particular NIT. General Conditions of Contract (GCC) shall also apply to this NIT.

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NOTICE INVITING TENDER

SINGLE COVER BID is invited from the Advertising Agencies Empanelled with SMPK's Public Relations Division for designing, printing, binding and supply of 1000 copies of DIRECTORY INFORMATION BOOKLET [primarily in English, interspersed with some Hindi).

The prospective tenderers may download the complete tender documents from SMPK's website www.kolkataporttrust.gov.in.

SCHEDULE OF TENDER

1.	TENDER NO.	Admn/T/181 dated 26.12.2022
2.	Engineer of the Contract	Secretary (I/C), SMP, Kolkata
3.	Important Timelines	
a.	Date and time, when Bid Documents would be available to parties to download	9:30 hrs ; 9.2.2023
b.	Last Date and time of closing of submission of Bid	1.3.2023 upto 13:00 hrs
	The tender must be submitted in sealed cover superscribed "TENDER FOR DESIGNING, PRINTING, BINDING & SUPPLY OF DIRECTORY INFORMATION BOOKLET FOR SMPK" and put in the Tender Box bearing the same superscription kept for the purpose, in the office of the GAD, SMPK	
c.	Date and time of opening of Bid	1.3.2023 at/after 15:00 hrs
	The tender will be opened at the SMPK, Head Office (Conference Room) at 15, Strand Road, Kolkata – 700001, in presence of the tenderer(s) who may wish to remain present.	
6.	Estimated cost : INR 70,000 + GST	

GENERAL NOTES & INSTRUCTIONS :-

1. The tender shall remain valid for acceptance for a period of 180 days from the date of opening of the tender. If any tenderer withdraws his tender before six months from the date of opening of the tender, the Earnest Money Deposit will be liable to be forfeited.
2. It is impressed upon the tenderer that the instant tender should be based on the conditions and specifications stipulated in the tender documents and that the tenderer shall not stipulate his own terms and conditions in deviation there-of. Such deviations, apart from the likelihood of vitiating the tender, will lead to non-uniformity of tender and might also make evaluation of tenders difficult and accordingly, will render such tender liable to rejection/cancellation. No deviation to the technical and commercial Terms & Conditions will be allowed.
3. 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

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words, specification etc.) is detected in the submitted tender document, the same will be summarily rejected outright.

4. Tender documents will not be issued by post.

5. 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.

6. SMP, Kolkata reserves the right to verify the submitted copies of documents / credentials with the original documents. 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.

7. 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, without prejudice to any other right or remedy that may be available to SMP, Kolkata.

8. 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 Security, if any, without prejudice to any other right or remedy that may be available to SMP, Kolkata.

9. Tenderers shall submit the Tender as per instructions contained in this tender document.

10. 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.

11. 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.

12. 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.

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13. Offers sent through Telex, Fax or e-mail and late offers shall not be acceptable.
14. 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.
15. The tender envelope shall indicate the name and address of the Tenderer and shall be superscribed with the Tender Name and Tender No. The date of opening shall be indicated on the right hand corner of the outer envelope. Additionally the envelope shall be superscribed with **“Do not open, except in presence of authorised person of SMP, Kolkata.”** The envelope thus marked and sealed shall be addressed to Secretary I/C, SMP, Kolkata (formerly Kolkata Port Trust), 15, Strand Road; Kolkata – 700 001.
16. If the tender envelope is 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 the envelope is not sealed and marked as instructed above, the Bid may be deemed to be non-responsive and liable to be rejected.
17. 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.
18. SMP, Kolkata may, in its sole discretion, extend the date of Opening by issuing an Addendum uniformly in its website for all bidders. Bids 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.
19. 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.
20. The bidder may modify, substitute or withdraw its bid 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 bid shall be modified, substituted or withdrawn by the bidder 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 envelope concerned being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate. Any alteration/ modification in the bid or additional information supplied subsequent to the date of Opening, unless the same has been expressly sought for by SMP, Kolkata, shall be disregarded.

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21. The tender document is not transferable. No Bidder is allowed to submit more than one Tender.
22. The Bidder shall use the various formats appended with this document to submit the requisite information
23. Tender for the above work should be submitted in accordance with the Rate Schedule as specified in this tender and in accordance with the special conditions of contract. The **Special Conditions of Contract (SCC)** mentioned hereunder shall prevail over / in addition to the provisions as made in the SMP, Kolkata' **General Conditions of Contract (GCC)**, which is also applicable to this tender. 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'
24. Any clarification with regard to interpretation or ambiguities discovered or pointed out after the hoisting/downloading 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.
25. 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.
26. 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.
27. The Bid will be evaluated based on the information provided 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. 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.

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28. The super-scribed sealed cover shall contain the following:-
- a) Forwarding letter / Proposal Letter indicating unconditional acceptance of SMPK's Terms & Conditions, in full as per the format in **Appendix- A**.
 - b) Undertaking as per the format in **Appendix- B**.
 - c) Duly filled in **Appendix – C** for Profile of the Bidder / contact details of the Bidder.
 - d) Supporting documents establishing empanelment/enlistment with SMPK
 - e) GST registration certificate.
 - f) PAN Card
 - g) 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.
 - h) 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.
 - i) One sample for each of the following 2 types of paper:-
 - Front & Back Cover (300 GSM Art Board)
 - White Maplitho paper (95 GSM approx)
 - j) 3 nos. alternative sample designs of front and back cover in full colour. [Non-submission of samples or, in case of final selection of the tenderer, submission of actual papers inferior to the quality of the samples submitted during the tender may lead to rejection of tenders/cancellation of contract along with non-payment, forfeiture of Security Deposit etc.]
 - k) Filled in Price Offer as per format of **Appendix- D : Rate Schedule**
29. Non-submission of any of the above requisites viz items from (a) to (k) under item 28, as delineated above, may lead to non-responsiveness / consequential rejection of tenders.
30. The successful tenderer shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non-judicial Stamp Paper valued not less than Rs. 50/- (Rupees Fifty) only signed jointly with SMPK under official seals. Format of such agreement is enclosed (**at Appendix 'E'**).
31. Income tax will be deducted at source from the contractor, at the appropriate rate, as per relevant provision of Income Tax Act, 1961 or any amendment thereof. Format related to relevant declaration of TDS is enclosed (**at Appendix 'F'**).
32. The bidder shall not use white ink for correction at any place in the tender document/paper. Non-conformance of the said instruction will lead to disqualification of the tender.
33. SMPK is not bound to accept the lowest or any tender and reserves the right to accept or reject any or all of the tenders, in part or in full, without assigning any reason/s thereof.

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SECURITY DEPOSIT (SD) / PERFORMANCE SECURITY

1. Successful Tenderer will submit Security Deposit (only if the contract value is Rs. 1 lakh or more, inclusive of GST) for a sum equivalent to 10% (or as may be applicable) of the “Contract value” within 7 days from the date of receipt of intimation in this regard.
2. The amount of security deposit should be paid 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.
3. The Security Deposit will be retained by SMPK till 60 days post expiry of the Contract. In the event of the contractor failing to execute the contract without sufficient reason acceptable to SMPK, the Security Deposit will be forfeited along with cancellation of the contract.
4. 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.
5. **Refund of Security Deposit :-** On due and satisfactory performance of the contract and on completion of all obligations by the Contractor under the contract, the amount of Security Deposit will be refunded to them without interest, subject to the following conditions :
 - a) After deducting the amount from the Security Deposit, which may fall due from the Contractor to SMPK, towards settlement of any claim for loss or for whatsoever reasons felt necessary by SMPK.
 - b) The contractor shall have to apply for the refund of Security Money along with Original Money Receipt(s) issued against Security Deposit.
 - c) Before releasing the Security Money, the Contractor shall also have to submit a certificate to the effect that they have no outstanding claim(s) against SMPK 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 contractor shall furnish the certificate in the following format :

“I/We hereby certify that there is no claim against SMPK under Contract No..... for the job Except to the extent of the claims preferred by me/us as per the undernoted Bill(s) already submitted to you.
Bill No.....”

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SPECIAL CONDITIONS OF CONTRACT

1. Scope of work

a) The work comprises Designing, Printing, Binding and Supply of 1000 copies of **DIRECTORY INFORMATION BOOKLET FOR SMPK.**

b) The successful tenderer will have to complete supply of 1000 copies at GAD; Kolkata Head office of SMPK within 15 days from the date of handing over of the final print order.

c) Each printed Directory booklet would contain-

- Front & back cover to be printed in 4 colours on 300 GSM Art Board (single side). Inside front and Inside back may have single colour printing.
- 144 nos. inside pages in single colour on White Maplitho paper 95 GSM (both sides)

Please note that there might be variation in the number of inside pages indicated above, for which, payment/deduction shall be made as per actual number of pages in excess/shortfall of the indicated 144 inside pages, on pro-rata basis of price offer against Inside pages.

d) Size of the book (in inches) :- 7 INCHES (wide) x 4.75 INCHES (height)

e) Spiral Binding

f) Content in English shall be provided over email to the selected tenderer in MS-Word / MS-Excel and /or pdf. Content (in English) may also be handed over as hard copy or a mix of soft copy and hard copy. The selected tenderer would have to translate selected portions to Hindi as per direction of SMPK and compose the content in bi-lingual format (English+ Hindi).

g) The selected tenderer shall also have to provide soft copy of the final and finished Directory booklet in pdf form.

2. Delivery period :-

a) The selected tenderer will have to submit the proofs as under -

Version of the proof	To be delivered by the selected tenderer to SMPK
1 st proof	Within 20 days from the date of receipt of the content in English from SMPK
2 nd proof	Within 7 days from the date of receipt of the corrected 1 st proof from SMPK
3 rd proof	Within 3 days from the date of receipt of the corrected 2 nd proof from SMPK

b) Final print order will be issued along with the corrected 3rd proof.

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- c) Entire Supply of Printed Final booklets shall have to be completed as per direction of SMPK, at KDS within 15 days from the date of handing over of the final print order.
- d) The selected tenderer shall also have to provide to KDS-GAD soft copy of the final and finished Directory booklet in pdf form within 15 days from the date of handing over of the final print order.
- e) The selected tenderer shall strictly comply with the above delivery timelines.

3. Rates to be fully inclusive of all expenditure :

Tenderers shall quote rates fully inclusive of all expenditure but exclusive of GST, as provided in the Appendix D : Rate Schedule.

SMPK shall not be liable to pay any money to the contractor at all in the way of operation of contract, except for cost quoted by the tenderer in the Appendix D : Rate Schedule within which all charges/costs, whatsoever, as per this NIT should be included by the contractor. No separate charges for papers, incidental expenses and delivery, will be paid by SMPK.

The quoted offer as submitted in the Appendix D : Rate Schedule shall be signed by the Tenderers in the space specifically provided for the same.

4. Escalation of the rate quoted by the tenderer:

No escalation will be allowed

5. Terms of Payment :

- A) The contractor shall deliver 1000 copies of the booklet complete in all respects, to GAD; Kolkata Head office of SMPK within 15 days from the date of handing over of the final print order against written acknowledgement from GAD; KDS.
- B) Such written acknowledgement(s) of the receipt of all printed copies of the booklet, complete in all respects, will form the basis of the payment.
- C) In addition, the contractor shall also have to provide to KDS-GAD soft copy of the final and finished Directory booklet in pdf form within 15 days from the date of handing over of the final print order. Confirmation of receipt of such soft copy shall also form the basis of the payment
- D) GST, as applicable, will be paid extra as per rates prevailing at the time.
- E) SMPK will pay the bill within 30 days, from the date of receipt of the bill, if clear and complete in all respects.

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6. Requisition from the Successful Tenderer for Bill Clearance

SMPK pays contractor's bills through ECS. For this, the successful contractor shall furnish the following information immediately after receipt of intimation in this regard).

- i) Bank Account No. of the contractor
- ii) Type of Account-Savings/Current/Cash Credit
- iii) Name of the Bank & Branch with Code No.
- iv) Name of the Branch IFS Code No.
- v) MICR No.
- vi) PAN

Accordingly, the successful contractor would be required to open their Bank Account within the ECS zone prescribed by the RBI, if not already existing, to ensure receipt of payment of bills from SMPK.

7. Dispute Resolution :

In the event of any dispute, question or difference arising during the contract period or during any other time, as to any matter connected with or arising out of the contract, the decision of the Secretary, SMPK shall be final and binding upon all parties.

8. Assignment of Contract :

The contractor shall not assign the contract or any part thereof to anyone else, save with the prior consent in writing from Secretary, Syama Prasad Mookerjee Port, Kolkata.

9. Evaluation Criteria :

Evaluation will be on the basis of Sum-total of C1, C2 and C3 of the rates offered in the Appendix D : Rate Schedule. Selection of successful bidder, will be on lowest offer basis.

10. Power of Rejection:

Secretary-I/c, SMPK will be at liberty to reject any booklet supplied if it is not in conformity with the given specifications & submitted samples, and his/her decision shall be final. Rejected book(s) shall be replaced by the contractor at his own cost within 15 days from the date of rejection.

11. Imposition of Liquidated Damage:

- Liquidated Damage shall be imposed for delay in submission of the proofs as well as final printed version of the booklet complete in all respects, beyond the respective delivery periods indicated in this NIT @ $\frac{1}{2}$ (half)% of the value of the work plus applicable GST, for the delay of every week or part thereof, provided always that the amount of Liquidated damage shall not exceed 10% of the value of the work.

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- For the purpose of calculating LD, the delay caused by *the successful tenderer only*, shall be considered and in this respect, time actually *taken by SMPK* in checking the proofs and issuing the final print order, will not be relevant and hence, the same would not be taken into account.
- While calculating LD, the days taken by the contractor will be counted inclusive of the day(s) on which he supplies the material (proof and/or the final printed book) but excluding the day on which SMPK supplies the material (printing matter and/or the corrected proof).
- LD will be deducted from the bill/SD of the contractor.
- For any default in the supply or failure to deliver approved quantity and quality within stipulated time frame, SMPK reserves the right to go in for risk purchase of the whole or part of ordered quantity from another source at the risk and cost of the contractor to whom the work has been awarded.

12. **Termination of contract :**

The contract may be terminated anytime within the currency period of the contract by SMPK at its sole discretion for any of the following factors & for such cancellation, SMPK will, under no circumstances, be subject to any liability including financial liability :-

- a) Non-supply of booklets within 10 days from the date of expiry of the stipulated delivery period.
- b) Breach of any terms and conditions of contract.
- c) Any unlawful act of the contractor(s) on any third party on behalf of the contractor entailing any damage/loss to the property/material of SMPK or any inconvenience to SMPK.

The decision of the Chairperson, SMPK in this regard, shall be final.

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Appendix – A : FORWARDING LETTER / PROPOSAL

(To be executed on bidder's letterhead)

To
Secretary-I/c ,SMP, Kolkata
SMP, Kolkata
15 , Strand Road
Kolkata -700001

Subject: TENDER FOR DESIGNING, PRINTING, BINDING & SUPPLY OF
DIRECTORY INFORMATION BOOKLET FOR SMPK - FORWARDING
LETTER / PROPOSAL

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 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, 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

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- (c) 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.
 - (d) 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 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. 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.
14. I/We further declare that I/We have not been blacklisted/barred by the Central / any State Government / or any entity controlled by them from participating in any project/assignment/tender 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.
15. 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.
16. I/ We agree and undertake to abide by all the terms and conditions of the tender document.

निर्देशिका सूचना पुस्तिका की डिजाइनिंग, मुद्रण, जिल्दसाज़ी और आपूर्ति के लिए निविदा
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In witness thereof, I/we submit this Tender/Bid under and in accordance with the terms of the tender document.

Yours faithfully,

Date:

Place:

Name and seal of the Tenderer

निर्देशिका सूचना पुस्तिका की डिजाइनिंग, मुद्रण, जिल्दसाज़ी और आपूर्ति के लिए निविदा
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Appendix – B : 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-I/c, SMP, Kolkata
SMP, Kolkata
15 , Strand Road
Kolkata -700001

Subject: TENDER FOR DESIGNING, PRINTING, BINDING & SUPPLY OF
DIRECTORY INFORMATION BOOKLET FOR SMPK - UNDERTAKING

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 port website and no other source, and will comply to the said document, Formats/Appendices 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/Appendices contained in the said document, GCC, Corrigendum and Addenda.

Yours faithfully,

Date:

Place:

Name and seal of the Tenderer

निर्देशिका सूचना पुस्तिका की डिजाइनिंग, मुद्रण, जिल्दसाज़ी और आपूर्ति के लिए निविदा
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Appendix – C : INFORMATION/ PROFILE OF THE BIDDER
(in letterhead of the bidder)

To
Secretary-I/c, SMP, Kolkata
SMP, Kolkata
15, Strand Road
Kolkata -700001

Subject: TENDER FOR DESIGNING, PRINTING, BINDING & SUPPLY OF
DIRECTORY INFORMATION BOOKLET FOR SMPK - INFORMATION/
PROFILE OF THE BIDDER

1.
 - (a) Name of the Bidder/firm:
 - (b) Address of the Bidder/firm:
 - (c) Status of the Bidder/firm: (Advertising Agencies Empanelled with SMPK's Public Relations Division) [(attach documentary evidence, as applicable)]
 - (d) Phone No. :
 - (e) E-mail address :
2. Details of individual of the Bidder/firm who will serve as the point of contact/ communication for the SMP, Kolkata -
 - (a) Name of Contact person :
 - (b) Designation:
 - (c) Mobile Number:
 - (d) E-Mail Address:

Yours faithfully,

Date:

Place:

Name and seal of the Tenderer

निर्देशिका सूचना पुस्तिका की डिजाइनिंग, मुद्रण, जिल्दसाज़ी और आपूर्ति के लिए निविदा
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Appendix – D : RATE SCHEDULE

(To be executed on bidder's letterhead)

To
Secretary-I/c ,SMP, Kolkata
SMP, Kolkata
15 , Strand Road
Kolkata -700001

Subject: TENDER FOR DESIGNING, PRINTING, BINDING & SUPPLY OF
DIRECTORY INFORMATION BOOKLET FOR SMPK – PRICE OFFER

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 rates for the subject tender. My/Our Tender is unconditional.

Sl. No.	Description	Lump sum basic charges (in Rs.) and (in words)	GST @....%	GST (in Rs.) and (in words)	Total (In Rs.) and (in words) per printed Directory
A	B	C	D1	D2	E (C+D2)
1	Front and Back Cover per printed Directory				
2	144 inside pages per printed Directory				
3	All other charges, whatsoever, that may be involved under this NIT, per printed Directory				

Notes :-

- Rates under C1, C2 & C3 shall be inclusive of all charges, whatsoever, that may be involved as per Scope of Work / other terms and conditions of this NIT, excepting GST, which is to be mentioned Under D1 (applicable GST %) & D2 (GST amount in figures and words).
- Evaluation will be on the basis of Sum-total of C1, C2 and C3 (Selection on lowest offer basis).
- SMPK reserves the right to ask any bidder to justify the rates quoted with break-ups and also reserves the right to reject offer of any or all bidder, in case of non-compliance in furnishing such rate justification or inability to provide justification to the satisfaction of the committee concerned evaluating the offers.
- In case of excess/less no. of inside pages vis-à-vis indicated 144 inside pages applicable rate under C2 per printed directory, shall be calculated as ["Actual number of Inside pages" x C2 / 144] + applicable GST %

Yours faithfully,

Date:

Place:

Name and seal of the Tenderer

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Appendix – E : FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made _____ day of _____ 20____ between the "Syama Prasad Mookerjee Port, Kolkata a body corporate set up under The Major Ports Authorities Act, 2021 under the rules there under and 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 provider 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

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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 SMP, Kolkata 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.

निर्देशिका सूचना पुस्तिका की डिजाइनिंग, मुद्रण, जिल्दसाज़ी और आपूर्ति के लिए निविदा
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Appendix – F : DECLARATION FORM wrt TDS

(In letterhead of Bidder)

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
15, Strand Road,
Kolkata – 700 001.
PAN – AAJK0361L

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 :

Name and seal of the Tenderer