SELECTION OF PRINTING AGENCY FOR PRINTING OF 53RD ANNUAL REPORT OF JCI FOR THE FINANCI
YEAR 2023-24 AND DESIGNING & ART WORK OF COVER PAGE AND INSIDE TEXT
$\underline{\mathrm{AT}}$
The Jute Corporation of India Ltd (3rd & 4th Floor),
Patsan Bhawan, CF Block, Action Area - 1, New Town,
Kolkata – 700156.
JCI/HO/Admin/AR/2024-25/01
Pag

Bidders are invited for Printing of 53rd Annual Report of JCI for the Financial Year 2023-24 and Designing & Art Work of Cover Page and Inside Text of The Jute Corporation of India Limited for the FY 2023-24 as per the specification of assignment given in Annexure I. The same should be uploaded on GeM Portal on or before 26.08.2024 up to 14:00 Hrs. The tender shall be opened on 26.08.2024 at 15:00 Hrs. at the address given below:-

1.	Scope of work	Scope of work – Selection of Printing Agency for Printing of 53 rd Annual Report of JCI for the Financial Year 2023-24 and Designing & Art Work of Cover Page and Inside Text.
2.	Location of work	The Jute Corporation of India Ltd (3 rd & 4 th Floor), Patsan Bhawan, CF Block, Action Area – 1, New Town, Kolkata – 700156.
3.	Requirement	 English book – 50 copies (79 pages) Bilingual book – 80 copies (156 pages)
4.	Tender Starting Date	Date: 05-Aug-2024
5	Pre-Bid Meeting Date	04:00 p.m. on 09-Aug-2024 (Patsan Bhawan, 4 th Floor)
6.	Last date/ time for receipt of tender	04:00 p.m. on 26-Aug-2024
7.	Date/ time of opening of Technical bid	04:30 p.m. on 26-Aug-2024 Change in opening date, if any, will be intimated later.
8.	Contact person details	Mr. Ravi Chaurasia, Dy. Manager e-mail id – rec2826@jcimail.in M - 9212102555 Vendors may visit the Office premises to understand the details of scope of work.

Terms & Condition

- 1. The specification of the assignment is mentioned at Annexure I.
- 2 The rates in tender/quotation should be submitted in the format given under the heading "Price Quotation" at Annexure III.
- 3 No revision of rate shall be entertained. Rates to be quoted for 130 copies (50 English + 80 Bilingual).
- 4. The printer shall get the proof approved by the concerned official of the corporation.
- 5. The printed Annual Report has to be delivered to the office of The Jute Corporation of India Limited within Fifteen days from the date of handing over of approved full and final print material by JCI.
- 6. JCI also reserves its rights to place order to L2 vendor in the event the successful party fails to supply the printed material within the prescribed period of Fifteen days from the date of handing over of full and final print material by JCI. Time shall be an essence of the contract.
- 7. Terms of payment: 100% payment against full delivery of the printed Annual report copies up to the satisfaction of the concerned official & PDF file and submission of complete bills like Original Invoice, e-way bill, if applicable, copy of Good receipt note etc. No advance payment will be made for printing job.
- 8. GST amount shall be released on submission of GSTR-1, B2B documentary proof and GSTR-3B filling status.
- 9. This office reserves the right of increasing/decreasing (by 10% on either side of) the quantity of the material tendered on actual requirement of the copies for which the tender is placed. Proportionate unit rates will apply for the ordered lot.
- 10. The technical bid should be submitted with self-certified copy documents as mentioned at Annexure II. otherwise the bid will not be considered.
- 11. The bids not fulfilling the conditions mentioned above will be summarily rejected without any further reference.
- 12 JCI reserves the right to cancel this tender unconditionally and at its sole discretion and shall not be liable for any kind of loss or damages etc. arising out of the same.
- 11. Vendor is advised to visit the office & inspect JCI's previous annual report before quoting.

SPECIFICATIONS OF THE ASSIGNMENT

Sl. No.	Particular		Description
1.	Quantity	:	1. English book – 50 copies (79 pages)
	A L CD : .:		2. Bilingual book – 80 copies (156 pages)
2.	Mode of Printing	:	By Offset process
3.	Size of the Paper	:	8-1/2" x 11" (closed) & 17" x 11" (open)
4.	Paper for Cover	:	130 GSM Magno White Glossy/Matt Art Paper
5.	Paper for Text	:	70 GSM Magno white Glossy/Matt Art Paper
6.	Single/Double Sided	:	Double Sided (Both Sided-Front and Back)
7.	Color of Printing	:	Cover: 4-6 Colours Text: 4-6 Colours Table, Chart etc. in the text would be in different colour, shade, as per requirement of JCI.
8.	Number of Languages of Printing	:	English & Hindi
9.	Binding	:	Section Sewing and Cover Pasting
10.	Translation work of Annual Report from English to Hindi	:	The Agency has to arrange translation of the English Text in Hindi
12.	Color Graphics/Charts /Tables	:	Approx. 100 Nos. color graphs/charts /tables(numbers may increase/decrease as per requirement)
13.	Packaging	:	Carton
14.	Additional Support	:	Designing Support, Formatting Support & Logistics Support (Delivery of Order to the Consignee)
15.	UV Coating (per photo) as per requirement	:	a. Minimum – Quarter Sizeb. Half Size
16.	Designing of Cover Page and text pages	:	 Artwork design for cover page & inside textpages will be done by the Agency as per the confirmation to be given by JCI. Type setting, photo-type composing, processing, chart, table text/photo scanning, cleaning and Artwork etc. i.e. necessary printingrequirements to be done by the Agency as per layout confirmed by JCI.
17.	Proof Submission	:	 Within 5 days after approval/ submission oftext material from JCI. Within 5 days from the date of clearance final laser printout of the Annual Report.
18.	Printing Time/Delivery Schedule	:	The annual report (English & Hindi) after clearance of last proof would require to be supplied within 15 days.
19.	Delivery	:	At the office of JCI at 4 th Floor, Patsan Bhawan, CF Block, Action Area – 1, New Town, Kolkata – 700156
20.	Photo-type composing, type setting, processing, scanning and art work to be done as per layout. Rates quoted should cover all types of taxes and charges and should be confirmed rate. No request for extra payment on account of increase in prices on whatever account will be entertained. Rates should be quoted both in figures and in words in the format enclosed in Annexure-III . Please note that quotations be submitted without any corrections/ overwriting in quoted/added rates. In case there are any corrections, the same should be signed by the authorized signatory. It may please be noted that the quotations not submitted as per prescribed format will not be entertained.		



Technical Qualification Criteria

The invitation to bid is open to all Bidders who fully meet the following eligibility criteria and provide/submit the satisfactory documentary evidence in support, failing which their bid may be rejected:

No.	Criteria	YES/NO
1.	Bidder having 1 years' experience of printing of Annual Report and have adequate facilities and manpower to print & deliver the Annual Report.	
2.	Bidder should have printed at least 1 (one) Annual Report of CPSE/public sector undertaking/Government bodies.	
3.	Bidder should have printing press and office set - up in Kolkata.	
4.	Bidder should have an Average Annual Turnover (for 3 years) of at least Rs.1 lakhs per annum. A copy of turn over statement duly certified by the C.A to be uploaded.	
5.	The Registered Office of the Agency and any local Office should be located in Kolkata. Necessary documents/certificates in support of the registered Office and Local Office should be provided with self-attested, Valid Trade License to be enclosed.	
6.	In case of partnership firms, a copy of the partnership agreement, or General Power of Attorney duly attested by a Notary Public, should be enclosed.	
7.	The Agency should have its own Bank Account. Documentary evidence to be enclosed.	
8.	The agency should be able to provide 24x7 services.	
9.	The Agency should be having valid PAN, GST (copy to be enclosed) and if MSME, SC/ST, Women Entrepreneurs certificate to be enclosed.	
10	PF, ESI and all other statutory compliances as applicable shall be compulsorily to be met by the vendor company. PF & ESIC registration of the vendor to be enclosed.	
11	The bidders have not been blacklisted by The Jute Corporation of India Ltd or by any other Company / Contract has not been terminated by JCI or by any other company. A declaration to be provided regarding the matter in bidder's letter head.	

Bidder who will not meet the above criteria shall be summarily rejected and no technical evaluation will be made. JCI reserves the right to verify/confirm all original documentary evidence including references and clients as submitted by bidders in support of above- mentioned clauses of eligibility criteria.

Annexure - III

Price Bid

Sr. No	Description	Quantity (a)	Base Rate Per book (b)	Total Base rate (a*b)	GST	Total Amount
1	Annual Report -English	50				
2	Annual Report - Bilingual	80				

RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:

The Corporation reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to the award of contract, without thereby incurring any liability to the Bidders or assigning any reason thereof. Further, conditional bids shall be rejected out rightly.

TIME IS OF THE ESSENCE:

Time shall be of the essence of this tender/contract and of each and every part thereof.

CONFIDENTIALITY:

Information relating to the evaluation of tenders shall not be disclosed to Bidders or any other persons not officially concerned with the process until information on award of contract is communicated to all Bidders or the selection process is complete. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the Corporation, no party shall at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

CLARIFICATION OF TENDERS:

To assist in the examination, evaluation, comparison of the tenders and eligibility of the Bidders, the Corporation may, at its discretion, seek clarification from any Bidder about its tender, and provide reasonable time to the Bidder to respond. Any clarification submitted by a Bidder which is not sought by the Corporation shall not be considered. The Corporation's request for clarification and the response shall be in writing. No change in the price or substance of the tender shall be sought, offered, or permitted, except for the rectification of arithmetic errors observed by the Corporation in the evaluation of the tender. If a Bidder does not provide clarifications sought by the Corporation before the date and time given by the Corporation, its tender shall be liable to be rejected without any further notice and without assigning any reason thereof.

RIGHTS OF THE CORPORATION:

- i. The Corporation reserves the right to split the scope of the work to more than one printing agency without assigning any reason whatsoever. No claim will be entertained by the Corporation on account of the same.
- ii. The terms and conditions specified herein are indicative in nature and the same shall not restrain the Corporation from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this tender.
- iii. The Service Provider or its agents/ employees/ drivers committing any breach of terms and conditions mentioned in the tender/contract and/ or rendering unsatisfactory services, in the opinion of the Corporation shall render itself liable for forfeiture of security deposit and/or termination of the contract forthwith without any notice or any compensation in lieu thereof.
- iv. The Corporation gives no guarantee to provide minimum quantum of work to the empanelled agencies.
- v. The empanelment or subsequent contract does not assure any minimum business guaranty to the bidder/ Service Provider.
- vi. The Corporation reserves the right to extend the period of tender availability and/or the date of opening of the bids.

NON-DISCLOSURE:

The Service Provider shall not disclose directly or indirectly any information or materials and details of the Corporation's structure/systems/equipment etc. which may come to possession or knowledge of the Service Provider during discharging its contractual obligations under this tender and/or contract to any third party and shall at all times hold the same in the strictest confidence. The Service Provider shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Service Provider shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Corporation. The Service Provider shall indemnify the Corporation for any loss suffered by the employer as a result of the disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Service Provider, and the Corporation shall be entitled to claim damages and pursue legal remedies. The Service Provider shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this contract are fully satisfied. The Service Provider's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

CONFLICT OF INTEREST

A bidder shall not have a conflict of interest that may affect the Selection Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, JCI shall forfeit and appropriate the EMD, if available, for, inter alia, the time, cost and effort of department including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to JCI hereunder or otherwise.

FRAUDULENT AND CORRUPT PRACTICES:

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, JCI shall reject a Proposal 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 (collectively the "Prohibited Practices") in the Selection Process. In such an event, JCI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine preestimated compensation and damages.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them: "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of JCI who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Contract 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 JCI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of JCI in relation to any matter concerning the Project;

"fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process:

"coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any persons participation or action in the Selection Process;

"undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by JCI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

"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 Selection Process.

SERVICE PROVIDER'S EMPLOYEES/ PERSONNEL

This contract is on principal-to-principal basis and does not create any employer-employee relationship. Bidder shall provide the services herein as independent contractor and nothing contained herein shall be deemed to create an association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the JCI and the Bidder.

All persons employed by the Bidder/ Service Provider shall be deemed to be its employees and all rights and liabilities under the labour laws and other applicable acts/ rules in respect of all such personnel shall be exclusively of the Bidder/ Service Provider.

VARIATION

No variation or alteration of the terms and conditions of this contract shall be valid unless such variation/ alterations are agreed in writing between the parties.

INDEMNITY

The Bidder will defend, indemnify, hold harmless and keep JCI, its directors, officers, employees, representatives, agents indemnified from and against all losses, damages, claims, suits, legal proceedings including but not limited to claim for any infringement of any intellectual property rights or any third party rights, arising out of or related to (i) breach of any of the bidder's warranties, representations or any of the terms & conditions of this tender/ contract, (ii) breach of any applicable laws by the Bidder (iii) loss of or damage caused to any property, material or injury caused to any person in the course of or in connection with the execution of this contract, (iv) negligence and misconduct of the Bidder or its agents, employees, invitees or by any other person acting on its behalf.

SEVERABILITY

Should any provision of this RFP/ Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

TERMINATION

- (a) The JCI may, without prejudice to any other right or remedy, by giving not less than 30 (thirty) days written notice to the Bidder, terminate the contract in whole or in part: -
- i. If the Bidder breaches any of the terms and conditions of the contract and/ or if the Bidder fails to perform/ execute the work within the time period(s) specified in the contract or any extension thereof granted by JCI in writing.
- ii. If the Bidder, in either of the above circumstances, does not remedy its failure within a period of 15(fifteen) days after receipt of the default notice from JCI.
- iii. If the Bidder in the judgment of JCI has engaged in corrupt or fraudulent practices in completing or in executing the contract.
- iv. In the event that the Bidder or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the JCI shall, by a notice in writing have the right to terminate the Contract and all the rights and privileges of the Bidder/ Service Provider hereunder, shall stand terminated forthwith.
- v. In the event, JCI terminate the contract in whole or in part, the JCI may get such services done, upon such terms and in such manner as it deems appropriate by a third party and the Bidder shall be liable to JCI for any risk and costs for such similar services.
- (b) Subject to other terms and conditions, the Bidder may by giving not less than 30 (thirty) days written notice to JCI, terminate this Contract if JCI breaches any of the terms and conditions of the contract and fails to rectify the said breach within a period of 30 days from the date of receipt of written notice from the Bidder.
- (c) In all cases of termination herein set forth, the obligation of the JCI to pay, shall be limited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

DISPUTE RESOLUTION & GOVERNING LAWS:

All dispute, differences, or controversy of whatsoever nature between the parties arising out of or in relation to this tender/RFP/ contract or relating to construction, meaning, scope, performance, operation or effect of this tender/RFP/contract or the validity or the breach thereof, shall in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties. In the event the dispute/ controversy is not resolved amicably within 15 days, the same shall be referred for Arbitration. The Arbitrator (other than the employee of the parties hereto) shall be a Sole Arbitrator to be mutually appointed by both parties within a period of 15 days from the date of notice by the party concerned, failing which the sole Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act 1996 as amended and the decision/ award of the Sole Arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English and the seat of the arbitration shall be at Kolkata.

This RFP/ Contract shall be interpreted and constructed in accordance with Indian laws and only the Courts at Kolkata shall have exclusive jurisdiction over any matters arising out of this tender/contract.

VERBAL UNDERTAKING NOT BINDING

Any verbal arrangement abandoning, varying or supplementing this RFP and/or contract or any of the terms hereof shall not be binding on parties unless the same are endorsed and reduced into writing.

FORCE MAJEURE

Neither party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, pandemics, fires or any other causes, circumstances or contingencies beyond the control of such party. The party affected by such Force Majeure condition shall forthwith notify the other Party/Parties, of the nature and extent thereof, in writing, within 7 (seven) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch. If the Force Majeure condition in question prevails for a continuous period of one (1) month, the parties affected by such condition shall enter into bona fide discussions with a view to mitigate its effect on this contract by agreeing to such alternative contract as may be fair and reasonable.

SURVIVAL
That the (Confidentiality Clause), (Indemnity Clause), (Dispute Resolution Clause), (Governing Law Clause) and this (Survival Clause) shall survive the termination or expiry of this Contract.
<u>NOTICE</u>
All notices or reports permitted or required under this RFP/ Contract or otherwise in connection to the work, shall be in writing and sent to the address set forth hereunder or such other address as either party may specify in writing by personal

Corporation's Address:	Service Provider Address

delivery or by the recognized courier services, speed post or registered post etc.

DISCLAIMER:

JCI is under no obligation to enter into any contract with any one by issuing this Tender Notice. JCI reserves the right to accept or reject any or all responses and to request additional submissions or clarification from one or more Bidder at any stage or to cancel the entire process without assigning any reason. JCI makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bid documents.