

TENDER DOCUMENT

PRINTING WITH PAPER OF 'The Tax Bulletin'

Last Date of Submission: 07-04-2020 upto 16:00 Hrs.

Earnest Money: Rs25,000/- (Rupees Twenty Five Thousand Only)



**THE INSTITUTE OF COST ACCOUNTANTS OF INDIA
12, SUDDER STREET, KOLKATA – 700 016**

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THE INSTITUTE OF COST ACCOUNTANTS OF INDIA

KOLKATA

TENDER NOTICE FOR PRINTING WITH PAPER OF 'THE TAX BULLETIN'

SUB: TENDER FOR PRINTING WITH PAPER OF 'THE TAX BULLETIN''

Date: 18.03.2020

Part A

Sealed tenders are invited by The Convener, Tender Committee, The Institute of Cost Accountants of India, "CMA BHAWAN" 12, Sudder Street Kolkata – 700016 from reputed printers (preferably web offset) of **Kolkata** and having own all in-house facility viz. Colour Printing Machines, Binding Machines etc.

The tender document can be downloaded from the website of the ICAI (www.icmai.in under Tender Tab) **from 18.03.2020 to 07.04.2020, 4pm.**

Sealed tenders addressed by name to Shri Neelesh Jain, Convener Tender Committee, shall be sent at the Institute's address as mentioned along with **Earnest Money** (duly mentioning on top left hand corner of the sealed envelope "**Tender for Printing with paper of The Tax Bulletin**") and must reach to the ICAI head office either by Registered Post/Speed Post or by dropping in the quotation box placed at "CMA BHAWAN" 12, Sudder Street Kolkata – 700016 not later than **4 PM on 07.04.2020**

For any further information/clarification, please contact Mr. Neelesh Jain, Deputy Director or Ms. Priyanka Roy, Assistant Director – Tax Research Dept of the Institute at phone numbers: 033-40364747/4798 from 10.00 a.m. to 6.00p.m. on all working days (Monday – Friday).

Tenders received after the stipulated date and time shall not be entertained under any circumstances whatsoever. The ICAI shall not be liable for any postal delays whatsoever. ICAI reserves the right for cancellation in case of the incomplete tender document.

General Terms and Conditions are to be returned to us as a token of acceptance of the terms and conditions of the contract, by signing each and every page of the document with company seal / stamp, without which the tender will not be considered.

PARTIES ELIGIBLE

Experienced **Kolkata based PRINTERS** (preferably web offset) having a minimum **annual turnover of Rs. 40 Lacs [Rupees Forty Lacs only]** or above per year for last three financial year pertaining to printing business only and should be a profitable company may quote their rates for printing of 'The Tax Bulletin'. The tenderer should be in the

printing business for minimum 05 years (five years) and should possess all necessary licenses/clearance for printing and publications etc from the State or Central Govt.

WORK SCOPE

The selected party would require to do the following:

1. ICAI will provide you the ready to print .pdf file. No DTP work is required.
2. Date of delivery by 7th & 22nd of every month and ICAI will give the final.pdf file on or before 3rd & 8th of every month.
3. Make necessary changes (if any) as suggested by ICAI officials and get the approval of ICAI officials.
4. Printing and binding of the Bulletin on the paper as specified by ICAI. The paper cost will be borne by the printer.

The ICAI shall not bear any financial or another cost for printing, paper or other of the Bulletin and it shall be all - inclusive rates under the Brand name of ICAI.

BASIC - ELIGIBILITY CRITERIA OF THE TENDERER

- The Tenderer should have the experience of Printing (a list of similar jobs executed should be submitted along with Technical Part of the Tender).
- The experience of successfully executing similar type(s) of Job (s) of the Institute will be preferable.
- The Tenderer should preferably a profitable company and financially strong having minimum annual Turnover Rs. 40 Lacs or more (during the last 3 years in printing business only) to undertake this type of assignment
- Enclosed the following with technical part.
 - Income Tax Return – acknowledgement of last 3 years
 - Audited annual accounts for immediately preceding of three years.
 - GST Annual Return
 - If annual return not available, then GSTR 3B Monthly Return for last 1 year
- The Tenderer should have a presence in Kolkata for at least for 5 Years with Registered office and other facilities located in Kolkata.
- The Tenderer should have the following Licenses and Certificates–
 - Factory License / Trade License

SUBMISSION OF TENDER DOCUMENTS

The tender document shall be submitted with paper samples (for text, cover and paper envelop duly signed and stamped) under two separate covers, Envelope No. 1 and 2. Envelope No. 1 is Technical bid and shall contain Profile of the Bidder / Printer Company, in brief, Tenderer's Appraisal, Technology Details and other details as mentioned in

'Eligibility conditions and documents to be furnished for technical evaluation'. (Please mark the envelope as "**Envelope No. 1 – Technical Bid**". Earnest Money Deposit (EMD) shall be put in envelope No. 1 and "**Commercial Bid should be put in Envelope No. 2**". The Envelope No. 1 and 2 shall be sealed separately. Both the sealed envelopes bearing No. 1 and 2 are to be put in main envelope i.e. Envelope No. 3. This envelope shall bear the inscription "Tender for printing with Paper of The Tax Bulletin" and sent to Shri Neelesh Jain, Convener Tender Committee, "CMA BHAWAN" 12, Sudder Street Kolkata – 700016 on or before the date and time

The sealed tenders shall be submitted in the specified format on the business letterhead of the bidder/printer duly stamped and signed and dated on each page as their unconditional acceptance of the terms specified by the ICAI. Details/supporting documents wherever applicable, if attached with the tender shall be duly authenticated by the Bidder / Printer. **No over-writings shall be accepted.**

Non-acceptance of the terms and conditions as stated in General Terms and Condition and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the tender invalid. Only Bidders / Printers whose infrastructure particulars as stated are determined to be in consonance with Institute's requirements shall be further in the Tender Evaluation Process.

NOTE: "TECHNICAL EVALUATION WILL BE DONE PRIOR TO OPENING THE FINANCIAL BIDS. FINANCIAL BIDS OF THOSE VENDORS WILL BE OPENED ONLY WHO GETS SELECTED IN TECHNICAL BID EVALUATION SCORING 60 MARKS AS PER THE CRITERION GIVEN IN THE TECHNICAL BID DOCUMENT."

EARNEST MONEY

The Bidder/Publishers are required to deposit an earnest money of Rs25,000/- (Rupees Twenty-Five Thousand Only) by way of demand draft in favour of "**The Institute of Cost Accountants of India**", payable at "Kolkata". The tender not accompanied with earnest money shall not be entertained. The earnest money of unsuccessful Bidder/s will be refunded without any interest/bank commission/collection charges within forty-five working days after the tender is issued in favour of successful bidder/publisher.

AGREEMENT OF THE TENDERER

**The Convener
Tender Committee
CMA Bhawan
The Institute of Cost Accountants of India
12, Sudder Street,
Kolkata – 700 016**

Respected Sir,

I have gone through the details of work viz. size of the 'Tax Bulletin', quality of paper for Text and Cover and printing etc., as mentioned in the Notice for Tender and I/we undertake:-

- A. That I/we shall be carrying out the job as per the instructions were given to me/us by the authorities of the Institute.
- B. That I/we shall be carrying out the job as per the rate quoted in the Tender Form and no request will be made by me/us for escalation of the said rate for any reason whatsoever and also agree to perform any extra/additional work, if any, at the same rate. I understand that quantities shown in the Scope of Work are approximate and therefore any +/- variation is possible.
- C. That the delivery of the 'TAX Bulletin(s)' shall be completed by me/us within the stipulated time on receipt of instruction of the concerned authority of the Institute, given time to time ;
- D. That I/we shall abide by the Terms & Conditions, mentioned in the Order of Printing, and upon any violation of the said Terms & Conditions, the competent authority of the Institute, reserves the right to terminate this Contract and forfeit Earnest Money.

(Signature)

Date:

Seal of the Tenderer

PART B – TECHNICAL BID

SL NO	Requirements	Points Fixed	Maximum Points
1	About Organisation		<u>20</u>
	PRESENCE		
	Location (Minimum 5 years in Kolkata)	<u>10</u>	
	Offices located in Kolkata only	7	
	Offices located in Kolkata as well as other parts of India	3	
	LISTING	<u>10</u>	
	Public / Listed / Private & Year of Incorporation- Minimum three year More than three years	4 6	
2.	Financial Position		<u>50</u>
	Average Turnover of the firm during the preceding three financial years (i.e.2016-17,2017-18 and 2018-19 respectively) for printing business only	<u>20</u>	
	Rs 40 Lakhs (Minimum)	10	
	Rs 40-100lakhs	15	
	More than Rs 100Lakhs	20	
	Empanelled or having licence with Government (state or Central) Agencies/Departments/Ministries for printing & publications	<u>20</u>	
	5 years (Minimum)	10	
	5-10 years	15	
	More than 10 years	20	
	Profitability of the firm	<u>10</u>	
	3 years (Minimum)	4	
	More than 3 years	6	
3.	Experience and Capabilities		<u>30</u>
	Relevant experience in printing business or similar business or Institutions to take up current assignment	<u>30</u>	
	5years (minimum)	10	
	5-10 years	20	
	More than 10 years	30	
	Total Points		<u>100</u>

(USE SEPARATE SHEET, IF NECESSARY)

(Signature)

Date:

Name and Signature of the bidder with Stamp

Please Note:

- If any of the above criteria, in technical bid is not met or left blank the bidder would be rendered as disqualified from participating in financial bid. Their financial bids would not be opened.
- Bidders who are qualified in the technical bid round would only be eligible of opening of financial bids. L₁ would be selected from the technically qualified bidders having lowest quote.

PART: C – FINANCIAL BID / COMMERCIAL BID

Date: _____

TENDER FOR PRINTING WITH PAPER OF "THE TAX BULLETIN"

SPECIFICATION OF THE BOOKS

1.	Name	The Tax Bulletin
2.	Quantity of the Book	1000 copies (refer minimum quantity of contract)
3.	Finish Size of the Book	10.75" x 8" (in inch)
4.	Printing (Text)	Eight Page Four colours and the rest in Black and white including graphics, illustrations, photographs, Pie-Chart, Bar-graph etc.
5.	Printing (Cover)	Four Colours (Cover I & IV)
6.	Printing (Inside Cover)	Four Colour (Cover II & III)
7.	No. of Pages	40 Text + 4 pages of cover
8.	Binding	Perfect binding
9.	Paper for Text	Recyclable 70 GSM Matt / Gloss Light Art Paper
10.	Paper for Cover	Recyclable 170 GSM Matt Sinar Mass Art Card with lamination

	The cost for Printing, Binding, Dispatching to ICAI Office (for every copy) (including Taxes & all charges) (1)	Cost of printing every additional 8 Black & White pages (for every copy) (including Taxes & all charges) (2)	Cost of printing every additional 8 Four Colour pages (for every copy) (including Taxes & all charges) (3)
In Figures			
In Words			

QUOTING OF RATES

1. Quotations must be submitted in sealed covers. The rate quoted shall include the cost of materials, all taxes and charges for delivery and loading / unloading. The rate quoted will be valid for acceptance for sixty days from the date of the offering of the rates. The rate quoted will be final. No enhancement of rates will be allowed for any reasons viz. Non-availability of materials, hike in prices, increase in labour charges etc. during the period of the contract.
2. Taxes and freight as applicable should be included in the price, failing which the ICAI shall have no liability to pay these charges, and the liability shall be that of the tenderer

3. Defective supplies or items that do not confirm to our supply order will be returned and replaced with new ones without any additional charge.

IT IS OBSERVED THAT FOR A FINANCIAL YEAR THERE IS AN AVERAGE OF 24 TAX BULLETIN PUBLICATIONS.

- L1 will be decided based on the amount quoted in this column i.e. "Cost of printing, binding, dispatching to ICAI office" column (1). Price for additional page will not be considered while selecting L1.
- Cost will be inclusive of all taxes and freight. No additional cost will be borne by the Institute.
- The Institute will provide a soft copy in .pdf form for printing. The Institute will not check ferros / blueprints and printouts for printing of text as well as cover. The printer would be held responsible for the correctness and accuracy for text and cover as provided .pdf file by the Institute. However, the Institute may ask for the ferros and printout at its discretion.
- The above materials are to be delivered to the Tax Research Department, CMA Bhawan, 12 Sudder Street, Kolkata -700016.

Date:

**Name and Signature of the bidder with Stamp/ printer
with corporate seal**

GENERAL TERMS AND CONDITIONS

1. The contract shall initially be for a period of **two years** which may be extended for a further period of **one year** as mutually agreed upon with same terms and conditions based on satisfactory performance by the vendor.
2. The contract/work order can be terminated by either party by giving three months clear notice in writing and during the period of such notice, the performance of contract/work order by both the parties shall continue.
3. Standards should be maintained in quality of printing and delivery of the materials on time.
4. Time adherence to schedules to be notified by the Institute in printing/binding and strict quality control will be the essence of the transaction. **Daily penalty @ Rs. 1000/- per day** shall be imposed by the Institute for default on the part of the printer to adhere to the schedule/s notified. Similarly, poor quality of printing shall also include printing errors, poor printing/binding/ missing pages/ certain section carrying unprinted pages shall also make the printer liable for QUALITY CUT penalty shall be imposed at the discretion of the Institute.
5. The rates quoted will be binding and valid for a **period three years** from the date of execution of the contract.
6. After printing every bulletin, the printing press shall necessarily make available the complete matter of each issue on a monthly basis in a CD/soft copy format for putting the same on the Institute's website (in case any correction is done at the printer's end).
7. Should there be a need for any further information/clarification, you may contact Mr. Neelesh Jain, Deputy Director or Ms. Priyanka Roy, Assistant Director – Tax Research Dept of the Institute at phone numbers: 033-40364747/40364798

STRUCTURE AND ORGANIZATION

1. The printer should not have been debarred / black listed by any Government/Semi-Government/ Public Sector Organisation/Private Sector organisations.
2. Applications containing false or inadequate information are liable for rejection.
3. If information and details furnished by the applicants are found to be false at any time in future or any information withheld, which comes to the notice of the Institute later, the empanelment of such applicant will be cancelled immediately.

EARNEST MONEY DEPOSIT AND DURATION OF VALIDITY PERIOD

1. An E.M.D of Rs 25,000/- (Rupees Twenty Five Thousand only) in the Form of Demand draft by any Scheduled Bank in favour of the ICAI should be accompanied with the duly filled tender forms and other relevant documents for the printing of ICAI Bulletin, which will be refunded after the successful completion of empanelment

period. No Interest shall be paid by the ICAI on the EMD for the above said period. The EMD shall be liable to be forfeited if the tenderer, after submitting his quotation modifies/resides his offer, or insists on modifying after the acceptance of the Tender or withdrew from the execution of the work order issued to them. The price quoted will be effective for the entire period as stated elsewhere in this document.

2. The ICAI has got absolute right to terminate the contract at any time during its currency without assigning any reason and the tenderers are not entitled to any compensation on this ground of such termination.
3. The EMD shall remain with the ICAI during the period of validity of the offer, i.e. minimum period of Forty Five calendar days from the date of opening of tender. No Interest shall be paid by the ICAI on the EMD for the above said period.
4. The EMD deposited is liable to be forfeited if the tenderer withdraws or amends/impairs or derogates from the tender in any respect, within the period of validity of his offer.
5. The EMD of all unsuccessful tenderers shall be returned within a reasonable period (normally forty five working days) after finalization of the tender.

BANK GUARANTEE

1. The successful tenderer shall provide performance security deposit of Rs 50,000/- (Rupees Fifty Thousand Only) and shall be retained for the entire period of the contract. The Printer shall not be entitled to any claim or receive any interest on the amount of performance guarantee/security deposit. The Bank guarantee shall remain valid for sixty days beyond the date of completion of all the contractual obligations.

FORFEITURE OF SECURITY DEPOSIT AND INVOKING OF BANK GUARANTEE

1. ICAI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if the Printer contravenes or breaches any of the terms and conditions of the tender document / Work Order / Contract or if the Printer withdraws or amends, impairs or derogates from Work Order / Contract or fails to execute the work as per the Work Order / Contract or fails to deliver the satisfactory performance during the period of contract.
2. ICAI shall also have the right to invoke the Bank Guarantee and to forfeit the security deposit/EMD and to adjust the damage or loss caused to the ICAI due to the negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Printer or its staff / employee / agent / representative. Whenever under Work Order / Contract any sum of money is recoverable from and payable by the Printer, the ICAI shall have the right to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee of the Printer. In the event of the security deposit / bank guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted

from any sum due to the Printer or which at any time thereafter may become due to the Printer under this or any other work order / Contract with the ICAI. If this sum is not sufficient to cover the full amount recoverable, the Printer shall pay the Institute on demand the remaining amount. Contract Document should be executed within twenty one days of the issue of letter of acceptance else the security deposit shall be forfeited

SIGNING THE DOCUMENTS

1. Person / Persons signing the tender and other documents connected thereof shall state, in what capacity he is signing the documents. For eg. As a Proprietor or Managing Director of a limited company or Managing Partner of Partnership firm etc.

ACCEPTANCE OF QUOTATIONS

1. The successful Printers will be informed of the acceptance of the quotation by E-mail/Fax or formal acceptance letter on finalization of the quotation. By issue of the E-mail /Fax or formal acceptance letter, a binding contract will come into force and the successful Printers have to act upon immediately.
2. The offer through this quotation and the acceptance communication together form a binding contract and no separate agreement shall be necessary.
3. For Technically qualified bidders only, the financial bids would be considered.
4. The ICAI reserves the right to select the tenderer on the basis of best possible bids received. The decision of the Tender Evaluation Committee in this regard shall be final and representation of any kind shall not be entertained on the above. Any attempt by any tenderer to bring pressure of any kind may disqualify the tenderer for the present tender and the tenderer may be liable to be debarred from bidding for ICAI tenders in future for a maximum period of five years.

FURNISHING OF SAMPLES

1. The Tenderers are bound to furnish all samples of the items viz. paper for text mentioned in the notice inviting quotations, with signature, name and address of tenderers.

PERIOD OF DELIVERY

1. It will be imperative on each tenderer to fully acquaint himself with the entire local conditions and factors, which would have an effect on the performance of the contract and cost. The ICAI shall not entertain any request for clarifications from the tenderer regarding local conditions. No request for the enhancement in price or extension of time schedule of delivery/installation shall be entertained after ICAI has accepted the offer.
2. A maximum time of three (3) working days would be allowed within which delivery is to be made at the designated location of the Institute, failing to which a penalty of Rs. 1000 per day of the failure would be levied.

TERMS OF PAYMENT

1. No Advance Payment is given to printer viz. paper, dispatching, or any other etc.
2. No cost incurred by the applicants in applying, in providing necessary clarifications or attending discussions or site visits will be reimbursed by the ICAI.
3. Payment will be given on actual print order.
4. 100 % payment will be made through RTGS to the account of the supplier within 60 working days of receipt of the Invoice/Bill and certificate of receipt of the items as per the Purchase Order. Income Tax, if applicable, will be deducted from the Bills of the supplier as per the law. Payment shall be made subject to recoveries if any.
5. All the terms and conditions for the payment terms, penalty etc. shall be as those mentioned herein and no change in the terms and conditions will be acceptable.

DISPUTE & JURISDICTION

1. Neither the seller nor the buyer shall take any legal proceedings to enforce any claim against the other in any court other than the court of competent jurisdiction located within the limits of the city of Kolkata.

PERIOD & TERMS OF DELIVERY

1. Parties willing to make delivery of the publications at our office premises should only apply for the quotation. The items as scheduled in purchase order should be delivered at Head Quarters, CMA Bhawan Kolkata.
2. ICAI reserves the right to extend the scheduled date & the period of supply or waives the penalty if found to be genuine reasons.
3. The decision of the authority placing the order in this regard will be final. In case the tenderer does not feel satisfied with the decision, he will be at liberty to approach The Convener, Tender Committee ICAI. The decision of The Convener in this regard will be binding and no appeal will lie against his decision.

LIQUIDATED DAMAGES

PENALTY FOR DELAY IN SUPPLY –

1. If the goods are not supplied within the stipulated time and date the contractor / printer shall be liable to deliver the whole consignment, thereafter the ICAI holds the option for RE-TENDER for printing of "Tax Bulletin" and invoking the EMD of the Tenderer to recover the difference in Cost.

PENALTY FOR DEVIATIONS IN SPECIFICATIONS –

1. No deviation in the specification including quality of paper will be entertained. Any deviation may entail cancellation of the entire order and also withhold of EMD/ Security Deposit / Bank Guarantee.

OTHERS

1. No conditional tender will be accepted.
2. Printers should not indulge in unethical practices, and should execute the work awarded to them as per the terms and conditions of the contract and specifications, and should coordinate with the ICAI Officials.
3. In case the applicant's close relatives are associated with ICAI and in particular the Stationary / store section or General Administration wing of the ICAI, details like name, designation etc. shall be furnished and informed. Non-disclosure of such critical information will lead to disqualification if it comes to light at a future date.
4. The vendor must ensure safe custody and maintain confidentiality in the printing material supplied by ICAI.
5. The printer will get in regular touch with Tax Research Department vis-à-vis other respective departments if any for smooth completion of the Job within the time schedule.
6. The selected Printer will allow our Representative or Printing Technologist to inspect the Premises where the job is being carried out.
7. The contract/work order can be terminated by either party by giving three months clear notice in writing and during the period of such notice, the performance of contract/work order by both the parties shall continue.
8. The contract/work order can be terminated by ICAI by giving three months clear notice on the following grounds viz. untimely delivery, deviation in quality of paper, colour printing, binding etc. or any administrative ground.

CONVENER – TENDER COMMITTEE
(From Rs 2.5 Lakhs to Rs 25 Lakhs)