



GOVERNMENT OF WEST BENGAL
Office of the Resident Commissioner
A/2 State Emporia Buildings , Baba Kharak Singh Marg
New Delhi - 110001

NIT No.

Memo. No: 695-RCWB/4-23(PH)/2023

Dated:- 11.05.23

E Tender Notice for designing, branding & implementing the work for the programme of Bengal Mango Mela & Handloom-Handicraft Expo 2023 at Handloom Haat, Janpath , New Delhi to be held from 5th June to 19th June 2023
(PUBLICITY)

On behalf of the Office of the Resident Commissioner, Govt. of West Bengal the undersigned invites e-tender from resourceful Event Management agencies for **branding & implementing the work related to the 15 days long programme of Bengal Mango Mela & Handloom-Handicraft Expo 2023**, scheduled to be held at Handloom Haat, Janpath , New Delhi from 5th June to 19th June 2023

Interested agencies may download the details of the tender from the e-tender portal at <https://wbtenders.gov.in> and submit the proposal through the e-tender portal at <https://wbtenders.gov.in>.

It will be two bid systems and agency will be selected on the basis of eligibility criteria, Technical Evaluation and Financial Evaluation.

The bids will be opened and Technical presentation will be held at any convenient venue at Kolkata.

Interested bidders should have to attend the technical presentation programme with Hard copy/ CD/Pen Drive

 11.05.23
Deputy Director of Information
Govt. of West Bengal

Tender Schedule:

Sn	Events	Date & Time
1.	Date of Issuing Tender Notice	11/05/2023 6.00 PM
2.	Date of uploading of N.I.T. & other Documents (online Publishing Date)	12/05/2023 2.00 PM
3.	Documents download/sell start date (Online)	12/05/2023 2.00 PM
4.	Pre Bid Meeting to be held in the office of the Resident Commissioner, Govt. of West Bengal, New Delhi	16/05/2023 12.00 Noon
5.	Corrigendum Notice upload if any	17/05/2023
6.	Documents download/sell end date (Online)	20/05/2023 2.00 PM
7.	Bid submission start date (On line)	12/05/2023 2.00 PM
8.	Bid Submission closing (On line)	20/05/2023 2.00 PM
9.	Date of opening of Technical Bid (online)	22/05/2023 2.00 PM
10.	Date of Technical Evaluation along with technical presentation to be held in the office of the Resident Commissioner, New Delhi	22/05/2023 4.00 PM
11.	Date of uploading list for Technically Qualified Bidder(online)	22/05/2023 4.00 PM
12.	Date of opening of financial bid (online)	24/05/2023 4.00 PM

Invitation for Bids

SECTION – I

1. Section I - Invitation to Bidders/Important dates:

The invitation to bid is for "The work for the programme of Bengal Mango Mela & Handloom-Handicraft Expo 2023 at Handloom Haat, Janpath, New Delhi to be held from 5th June to 19th June 2023" being organized by the office of the Resident Commissioner, Govt. of West Bengal.

Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses for all communication.

1.0 The major components of the work are:

1.1 Issuer:

Office of the Resident Commissioner, Govt. of West Bengal, New Delhi

1.2 Contact Person:

Deputy Director of Information, New Delhi

1.3 Key Events & Dates:

As mentioned in the tender schedule

1.4 Procurement of Document:

The bid documents are available for download from <https://wbenders.gov.in>

1.5 Venue and Deadline for submission of Proposal:

1.6 Earnest Money of Rs.50,000/- (Rupees Fiftythousand) only by RTGS or NEFT shall be deposited along with the offer. Offers not accompanied by the Earnest Money will be rejected. Earnest Money of the unsuccessful bidders will be refunded within 30 days of signing of contract. The Earnest Money of the successful bidder will be retained and adjusted against the Security Deposit. Bidder must submit the document of EMD along with proposal offline to the office of the Resident Commissioner, Govt. of West Bengal, New Delhi.

**Resident Commissioner
Govt. of West Bengal
New Delhi**

1.7 The major responsibilities of the bidder shall include:

Bids are invited for "designing, branding & implementing the work for the programme of Bengal Mango Mela & Handloom-Handicraft Expo 2023". A bidder has to bid for entire work covered under part (i) NIT or (ii) BOQ or part (i) Technical & (ii) Financial both, the scope of works given herein the document. The rates should be quoted showing break up of various items associated with the designing, branding and implementation of the events so as to analysis the bid in a transparent way. In order to integrate all the events associated with the programme of Bengal Mango Mela & Handloom-Handicraft Expo 2023 at New Delhi, intention of the authority of the Office of the Resident Commissioner would be to have a complete proposal from the bidders. The authority is, however, not bound to procure all services as suggested and/or specified by the bidder for the events. The said authority reserves the right to procure the entire or part services and value of the contract will be determined accordingly.

1.8. The major responsibilities as specified above are indicative only and not exhaustive in any manner.

Eligibility Criteria

SECTION - II

2. Section II – Eligibility Criteria:

The bidder must possess the requisite strength and capabilities in providing the services necessary to meet the requirements, as described in the tender documents. The bidder must also possess the technical know-how that would be required for successful implementation of the entire event within stipulated time as required by the authority. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the Tender document. The invitation to bid is open to all bidders who qualify under the eligibility criteria as given below:

SL.	Clause	Documents Required
1	The bidder should be a registered firm. The company/agency must be registered with appropriate regulatory authorities for all applicable statutory duties/taxes.	<i>Valid documentary proof of:</i> <ul style="list-style-type: none">✓ Proof of Office Address in Kolkata or in New Delhi where the event will be held✓ GSTIN number.✓ Income Tax registration/PAN number✓ Certificate of updated Income tax Return✓ Audited balance sheet for the last 3 years as per IT Act with acknowledgement or CA Certificate (turn Over)✓ Work experience including work of Government of West Bengal in last year in the tune of Rupees 10 lakh minimum
2	Bank Guarantee amounting to Rs.1,00,000/- with a validity of 30 days	Letter from the bank authority
3	The bid can be submitted only by an established house/agency that has successful experience.	<ul style="list-style-type: none">• Self certification by authorized signatory with relevant documents in its support.• Work Orders/ Completion Certificate confirming previous experiences
4	The bidder should furnish, as part of its bid, an Earnest Money deposit of Rs.50,000/- (Rupees fifty thousand)	In the form RTGS or NEFT
6	The bidder shall commit that the key personnel to be employed for the project who have been sufficiently experienced in the similar types of work and that once assigned to the project will not be moved out of it, except for reasons beyond the control of the bidder.	Self certification must be produced.
7	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government Agency.	Declaration in this regard by the authorized signatory of the bidder.
9	The Bidder should have work experience including work of Government of West Bengal in the last 3 years in the tune of Rupees 50.00 Lakh minimum per annum	<ul style="list-style-type: none">• Self certification by authorized signatory with relevant documents in its support.• Work Orders/ Completion Certificate confirming previous experiences
	Office Address at Kolkata or New Delhi	<ul style="list-style-type: none">• Proof of Office Address

The vendor must fulfill the above eligibility criteria/ pre-qualification conditions. Technical bid of vendors fulfilling the pre-qualification conditions will only be evaluated by the duly constituted evaluation committee. Bid of vendors not fulfilling the pre-qualification conditions given above will be summarily rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances. The authority reserves the right to verify/confirm all original documentary evidence submitted by vendors in support of above mentioned clauses of eligibility criteria.

Scope of Work

SECTION – III

Scope of Work

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Scope of Work

SECTION – III

Sn	DESCRIPTION	QTY	NO.
1	Publicity		
1.1	Decorative Wooden Basket for VIPs / Dignitaries	25	Nos.
1.2	Leaflet /6" X 9" / Glossy Art Paper /130 GSM / Single side printing	200000	Nos.
1.3	Certificate / Size A4 / Glossy Art Paper /300 GSM	100	Nos.
1.4	Posters / 13" X 19" / Glossy Art Paper / 250GSM / Single Side Printing	100	Nos.
1.5	Human Directional with Mango attire for 5 days (in and around Janpath Market and Connaught Place)	4	Nos.
1.6	Standeers (5ft X 2.5 ft)	10	Nos.
1.7	Pole Hoardings (7 ft X 3 ft) supply, installation and dismantling at different locations	15	Nos.
1.8	Sun Packs (1.5 ft X 1.5 ft) supply, installation and dismantling at different locations	200	Nos.
1.9	Hoardings (5 ft X 7 ft) with wooden frame supply, installation/fitting/fixing and dismantling at the specific locations of New Delhi	25	Gross
1.10	Hoardings (8 ft X 10 ft) with wooden frame supply, installation/fitting/fixing and dismantling at the Entry Gate of Banga Bhavan I & II	2	Nos.
1.11	Customised lasercut gift boxes with multi colour print (Mango Shaped) (capacity 10 Mangoes approx)	200	Nos.
1.12	Invitation Card (Printing & Supply) (6/6 300 GMS/imported texture paper/folded back to back printing)	200	Nos.
1.13	Envelope (Printing & Supply)/130 GSM art paper	200	Nos.
1.14	Table Top (Tent Card)	50	Nos.
1.15	Newspaper insertion (60,000 leaflets each 3 days) at Delhi Areas	1	Gross
1.16	Preparation of Radio Jingles (20 Seconds)	1	Gross
1.17	Campaign through two top rated FM Channels at Delhi (20 times each day in prime time for 7 days including weekends)	1	Gross
1.18	Documentation of the entire event (Still photography and Videography along with the cultural programme) (HD Quality) Soft Copies/Drones	1	Gross
1.19	Preparation of small AV of the Entire event (From preparation to end including inauguration and cultural programme) with voice over and back ground music HD Quality Duration – 10 minutes	1	Gross
1.20	Branded Canter (Two sides open) total movement 200 Kilometers / 5 days / (Display hours) (10 AM to 8 PM) . Necessary Permission of the concerned authority is the responsibility of the agency.	1	Gross
2	Event Management Charges		
2.1	Event Management Charges	1	Gross
3	Government Taxes		
3.1	Govt. Tax (including all tax)	1	Gross

- All the works should be done observing Covid Safety Management Protocol.
- All the works mentioned above are purely temporary basis and hiring in nature. All the works should have been dismantled at the earliest once the event is over.
- The agency should maintain and abide by all the existing labour laws. Any inadvertant situation caused during the event is the responsibilty of the agency.

Instructions to Bidders

SECTION - IV

4. Section IV - Instruction to Bidders:

4.1 Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of its bid, and the authority will in no case be responsible or liable for these costs, regardless of the conduct or the out come of the bidding process.

4.2 The Bidding Documents:

4.2.1 The equipments, product and services required, bidding procedures and contract terms are prescribed in the bidding documents.

4.2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required and/or False/Incorrect information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

4.2.3 Bidders are advised to submit bids based strictly on the terms & conditions and specifications contained in the Tender Document and not to stipulate any deviations.

4.2.4 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.

4.2.5 The authority shall not be responsible for any postal delay about non-receipt /non-delivery of the documents.

4.3 Procedure for Submission of Bids: General guidance for e-Tendering:

a) *Digital Signature certificate (DSC):*

Each agency is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USB e-Token. The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

b) *Submission of Tenders:*

Tenders are to be submitted through online to the website wbtenders.gov.in in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

(I) Technical Proposal:

The Technical proposal should contain scanned copies of the following in two covers (folders).

Statutory Cover containing the following documents: FEE DETAILS

- Scanned copy of EMD documents to be uploaded
- *Non-statutory Cover Containing the following documents:*

The bidder must upload the following documents

Check List

(a)	Proof of office address	
(b)	GST Registration Certificate	
(c)	PAN Card	
(d)	IT Submission Certificate for last three years Financial Year (2019-2020/2020-2021/2021-22)	
(e)	Form-I (Bidder's Details)	
(f)	Filled up Form - II (Declaration of Acceptance of Terms and Conditions)	
(g)	Last three years Audit Report highlighting the turnover / CA Certificate (Turn Over)	
(h)	Work Experience Certificate in the tune of 10.00 lakhs during the last one year. (Works for the Govt. of West Bengal)	
(i)	Work Experience for silimilar nature of work for the any Private / PSU/Govt. /Corporate in a tune of Rs.50,00,000/- in each year of last three year	
(j)	Self Declaration certificate:- "The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government Agency	
(k)	Concept plan with detail project & layout Map (Colour)	
(i)	Bank Guarantee of Rs.1,00,000/-	

❖ *If the bidder does not able to justify all the documents submitted through online to the Members of the Departmental Tender Committee, he may not be allowed for the presentation.*

(II) Financial Proposal:

- The Financial proposal should be submitted online.
- The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The agency is to quote the rate (Presenting Above / Below / At per) online through computer in the space marked for quoting rate in the BOQ

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4.4 Earnest money deposit (EMD)

- All bids must be accompanied by an earnest money of Rs.50,000/- (Rupees One thousand)only for each category (part). No interest shall be paid on the earnest money under any circumstances.
- Earnest money to the bidder(s), who fail(s) to qualify for the technical bid, will be returned by the e-tender system itself as per Govt. rule in force within scheduled date (approx 30 days).
- The bid security should be refunded to the successful bidder on receipt of Performance Security in time.

The EMD may be forfeited:

- If a Bidder withdraws or modifies or amends its tender or impairs or derogates from its bid during the bid validity period specified by the authority in the Bid; or
- In the case of a successful Bidder, if the Bidder fails;
- To sign the Contract in accordance or
- To furnish Bank Guarantee for contract performance.

4.5 Place of opening of technical bid:

Conference Room of the Resident Commissioner, Office of the Resident Commissioner, Govt. of West Bengal, New Delhi .

4.6. Documents comprising the bids:

The bid prepared by the Bidder shall comprise of the following components:

4.7. Firm Prices:

- ❖ Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the authority reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- ❖ The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.
- ❖ The firm should quote the tax liability on the date of submission of financial bid for arriving at the lowest one.
- ❖ Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected. If price change is envisaged due to any clarification, revised Bid in a separate sealed cover shall be submitted with prior written permission of the authority.

4.8. Fraud and Corruption:

The authority requires that bidders, suppliers, and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, following are defined:

“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement processor in contract execution;

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a process or the execution of a contract;

“Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the authority, designed to establish bid prices at artificial, noncompetitive levels; and

“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

- 4.9** The authority will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

4.10 Bidder Qualification :

- The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized representative, in either cases he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by authorized representative or the principal as the case may be.
- It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted at turnkey of the firm, or a company.
- The authorization shall be indicated by written power-of-attorney accompanying the bid.

- The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.
- Any change in the Principal Officer shall be intimated to authority in advance.

4.12. Local / Site Conditions :

- It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed site which would have any effect on the performance of the contract and / or the cost.
- The Bidder is expected to make a site visit on its own cost to the proposed site to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract.
- Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.
- It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The authority shall not entertain any request for clarification from the Bidder regarding such conditions.
- It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the authority and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the authority on account of failure of the Bidder to appraise themselves of local laws and site conditions.

4.13. Consortium

Consortium is not allowed.

4.14. Last Date for Receipt of Bids

4.14.1. Bids will be received by the authority as mentioned in Para 4.3. Bidder must submit their proposal using Digital Signature online as per the schedule mentioned in tender schedule. Bidder must submit their proposal offline.

4.14.2. The authority may, at its discretion, extend the last date for the receipt of bids by amending the Tender Document, in which case all rights and obligations of the authority and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

4.15. Late Bids

Any bid received by the authority after the prescribed date and time for receipt of bids prescribed by the authority will be rejected

4.16. Modification and Withdrawal of Bids

- The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the authority **prior to the last date prescribed for receipt of bids.**
- No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.
- No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

4.17. Address for Correspondence

The Bidder shall designate the official mailing address, place and fax number to which all correspondence shall be sent by the authority

4.18. Contacting the Office of the Resident Commissioner

No Bidder shall contact the Office of the Resident Commissioner on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. Any effort by a Bidder to influence the Office of the Resident Commissioner authority's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

4.19. Opening of Technical Bids by the office of the Resident Commissioner

- ✓ Office of the Resident Commissioner will open the Technical Bid, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in Invitation for Bids / Important Dates.
- ✓ An evaluation committee will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders.
- ✓ The Bidder's names, modifications, bid withdrawals and the presence or absence of the requisite EMD and such other details considered appropriate will be announced at the Bid opening.
- ✓ Conditional tenders shall not be accepted.

4.20. Evaluation of Bids

- ✓ The selected Bidders must possess the strength and capabilities in providing the services necessary to meet the Office of the Resident Commissioner's requirements, as described in the Tender Documents. The Bidder must possess the technical know-how that would be required to successfully provide all the services sought by the Office of the Resident Commissioner for the period of the contract.
- ✓ The evaluation process of the tender proposed to be adopted by the Office of the Resident Commissioner is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the Office of the Resident Commissioner may adopt. However, the Office of the Resident Commissioner reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.

4.22 Preliminary Examination

- The Office of the Resident Commissioner will examine the bids to determine whether they are complete, whether the bid format confirms to the Tender requirements, whether any computational errors have been made, whether required EMD & Tender Fee has been furnished, whether the documents have been properly signed.
- A bid determined as not substantially responsive will be rejected by the office of the Resident Commissioner and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

4.23 Clarification

When deemed necessary, during the tendering process, the Office of the Resident Commissioner may seek clarifications or ask the Bidder to make Technical presentations on any aspect from any or all the Bidder.

4.24 Evaluation of Eligibility Criteria

- ✓ An evaluation committee will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders.
- ✓ In this part, the technical bid will be reviewed for determining the Compliance of the response to the Eligibility Criteria as mentioned in the Tender.
- ✓ The bidder must also possess the technical knowhow and the financial wherewithal that would be required to successfully provide the support services sought by Office of the

Resident Commissioner for the entire period of the contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the tender document.

- ✓ Before opening and evaluation of their technical proposals, bidders are expected to meet eligibility criteria as mentioned in **Section II-Eligibility Criteria**.
- ✓ Bidders failing to meet these criteria or not submitting requisite supporting documents/documentary evidence for supporting eligibility criteria are liable to be rejected summarily and will not qualify for technical evaluation.

4.25. Evaluation of Technical Bids

In this part, the technical bid will first be reviewed for determining the Compliance of the Technical bids with the Tender terms and conditions.

- 4.26 In case of dispute/difference arising out between the agency and the Office of the Resident Commissioner relating to any matter, such dispute or differences shall be settled in accordance with the Arbitration and Conciliation Act, 1966. The Arbitral Tribunal shall consist of three Arbitrators, one each to be appointed by the Office of the Resident Commissioner and the Agency. The third Arbitrator shall be chosen by two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. The decision of the Board of Arbitration thus formed shall be binding upon the Parties.

General Conditions of Contract

SECTION – V

Section V - General Conditions of Contract:

5.1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

- a) **"The Contract Price"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- b) **"The Services"** means those services ancillary to the implementation of the events, such as transportation and insurance, and any other incidental services, such as installation, commissioning, maintenance, provision of technical assistance, facilities management and other obligations of the Supplier covered under the Contract;
- c) **"The Office of the Resident Commissioner"** means the organization purchasing the service includes an officer who is authorized on behalf of the Deputy Director of Information, Govt. of West Bengal, Office of the Resident Commissioner, New Delhi.
- d) **"The Vendor"** means the firm(s) providing the and services under this Contract;

5.2. Contract Performance Security :

- The successful bidder has to submit the performance security @10% of the contract value within 7 days from the date of work order.
- Performance security shall be payable as compensation to the Office of the Resident Commissioner for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- If Performance security not received within stipulated time period, the contract shall be cancelled and EMD will be forfeited.
- Vendor has to submit the order acceptance promptly within 24 hours or earlier from the date of issue of work order.

5.3. Reporting Progress

- The services, to be provided by the Bidder under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of Office of the Resident Commissioner representative in accordance with the Contract.
- The Bidder shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The Bidder shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Office of the Resident Commissioner or Office of the Resident Commissioner representative that the actual progress of work does not conform to the approved program the Bidder shall produce at the request of the Office of the Resident Commissioner representative a revised program showing the modification to the approved program necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.
- In case during the site preparation, the progress falls behind schedule or does not meet the desired requirements, Bidder shall deploy extra man power, resources, infrastructure to make up the progress or to meet the requirements. Program for deployment of extra man power/ resources/ infrastructure will be submitted to the Office of the Resident Commissioner for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Bidder unless otherwise expressly provided in the Contract.

5.4. Knowledge of Site Conditions

- The Implementation Agency's undertaking of this Contract shall be deemed to mean that the Bidder possesses the knowledge of all necessary requirements as stipulated in the Tender Document including.

- The Bidder shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc., and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities there with under the Contract and his ability to perform it. However, if during the process of site preparation and installation of the equipment at the venues, as required by Office of the Resident Commissioner, Bidder detects any obstructions affecting the work, the Bidder shall take all measures to overcome them.
- Bidder shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the Bidder undertaking the works shall cover all the Implementation Agency's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which the Office of the Resident Commissioner Representative may issue in accordance therewith and of any proper and reasonable measures which the Bidder takes in the absence of specific instructions from the office of the Resident Commissioner Representative.

5.5. Implementation Agency's Team :

- The bid is valid for a period of 1 (one) year from the date of declaration of award of contract.
- The team proposed by the Bidder as a part of the technical proposal should be deployed at respective venues.
- The Bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof.
- The Bidder shall provide and deploy, on the Site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage/supervise the work in a proper and timely manner.
- The Office of the Resident Commissioner representative may at any time object to and require the Bidder to remove forthwith from the site a supervisor or any other authorized representative or employee of the Bidder or any person(s) deployed by Bidder or his sub-Implementation Agency, if, in the opinion of the Resident Commissioner, New Delhi or his Representative the person in question has mis conducted himself or his deployment is otherwise considered undesirable by the Resident Commissioner, Govt. of West Bengal or his representative. The Bidder shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of the Office of the Resident Commissioner representative.
- The Office of the Resident Commissioner's representative may at any time request the Bidder to remove from the work/Site the Implementation Agency's supervisor or any other authorized representative including any employee of the Bidder or his sub-Bidder or any person(s) deployed by Bidder or his sub-Bidder for professional incompetence or negligence or for being deployed for work for which he is not suited.

5.6. Information Security

- ✓ The Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are

proprietary to or owned by the Office of the Resident Commissioner, to any outside agency without prior written permission from the Office of the Resident Commissioner.

- ✓ The Bidder shall adhere to the Information Security policy developed by the government.

5.7. Indemnity

The Bidder shall be responsible for compensate any loss, damages, expense, claims or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- Any negligence or wrongful act or omission by the Bidder in connection with or incidental to this Contract; or
- Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder,
- The indemnity shall be to the extent of 100% in favour of the Office of the Resident Commissioner

5.8. Change Order

- The change order will be initiated only in case:
 - a. The Deputy Director of Information, New Delhi directs in writing the Bidder to include any addition to the scope of work covered under this Contract or delete any part of the scope of the work under the Contract,
 - b. Bidder requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by the Deputy Director of Information, New Delhi and for which cost and time benefits shall be passed on to the Office of the Resident Commissioner
 - c. Office of the Resident Commissioner directs in writing the Bidder to incorporate changes or additions to the Design Criteria requirements already covered in the Contract.
- Any change order comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.
- If there is a difference of opinion between the Bidder and the Resident Commissioner or his Representative whether a particular work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set above.
- Within ten (10) working days of receiving the comments from the Resident Commissioner, New Delhi for the drawings, specification, purchase requisitions and other documents submitted by the Bidder for approval, the Bidder shall respond in writing, which item(s) of the Comments is /are potential changes(s) in the "Scope of work" at Section-III of the tender document covered in the Contract and shall advise a date by which change order(if applicable) will be submitted to the Resident Commissioner, New Delhi.

5.9 Procedures for Change Order

- ✓ If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the Bidder and the **Resident Commissioner, New Delhi** to confirm a "Change Order" and basic ideas of necessary agreed arrangement.
- ✓ Upon completion of the study referred to above, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to the **Resident Commissioner, New Delhi** to enable to give a final decision whether Bidder should proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by Bidder shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order.

- ✓ In case Bidder fails to submit all necessary substantiation / calculations and back up documents, the decision of the Office of the Resident Commissioner regarding time and cost impact shall be final and binding on the Implementation Agency.
- ✓ In case, mutual agreement whether new requirement constitutes the change order or not, is not reached, then Bidder in the interest of the works, shall take up the implementation of the work, if advised in writing to do so by the **Resident Commissioner, New Delhi** or her Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded.
- ✓ The Bidder shall submit necessary back up documents for the change order showing the break-up of the various constituting the change order for the Office of the Resident Commissioner review.

5.10 Conditions for extra work/change order

- ✓ The provisions of the Contract shall apply to extra work performed as if the Extra work/Change order has been included in the original Scope of work. However, the Contract price shall increase / decrease and the Time Schedule shall be adjusted on account of the Extra work / Change orders as may be mutually agreed. The Implementation Agency's obligations with respect to such work remain in accordance with the Contract.
- ✓ The rates provided by the Bidder as part of its commercial quote will be considered as benchmark rates for placing change orders, if any.

5.11 Suspension of Work

The Bidder shall, if ordered in writing by the **Resident Commissioner, New Delhi** or his Representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Bidder shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Implementation Agency, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Implementation Agency.

5.12 Payment Schedule and procedure:

- Payments will be released as per agreed terms and conditions mutually settled with the successful bidder.
- Invoice should be raised in favour of the **Resident Commissioner, Govt. of West Bengal, New Delhi, A/2, State Emporia Buildings, Baba Khark Singh Marg, New Delhi - 110001**
- Invoice should be accompanied by work done certificate duly issued by the **Deputy Director of Information, New Delhi** or his Representative

5.13. Termination

Office of the Resident Commissioner may, terminate this Contract in whole or in part by giving the Bidder prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- ❖ Where the Office of the Resident Commissioner is of the opinion that there has been such Event of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
- ❖ Where it comes to the Office of the Resident Commissioner's attention that the Bidder (or the Implementation Agency's Team) is in a position of actual conflict of interest with the interests of the Office of the Resident Commissioner, in relation to any of terms of the Implementation Agency's Bid, the Tender or this Contract

5.14. Liquidated Damages

Subject to clause for Force Majeure if the bidder fails to comply the contractual obligations before the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the Work, the Office of the Resident Commissioner, at its discretion, may without prejudice to any other right or remedy available to the **Resident Commissioner, New Delhi** under the Contract recover Liquidated damage @ 1% per week subject to a maximum of 10%, will be computed on CAPEX value of contract will be recovered from Implementation Agency for the delayed period to a maximum 10 weeks . Subsequently, the Resident Commissioner, New Delhi may consider cancellation of contract.

5.15. Dispute Resolution

The Office of the Resident Commissioner and the Bidder shall make every effort to resolve amicably by direct in formal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

5.16 Conflict of interest

The Bidder shall disclose to the **Resident Commissioner, New Delhi** writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Services as soon as practical after it becomes aware of that conflict.

5.17. Severance

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

5.18. "No Claim" Certificate

The Bidder shall not be entitled to make any claim, whatsoever against the Office of the Resident Commissioner, under or by virtue of or arising out of, this contract, nor shall the Office of the Resident Commissioner entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favour of the **Resident Commissioner** in such forms as shall be required by the Deputy Director of Information, New Delhi after the works are finally accepted.

5.19. Publicity

The Bidder shall not make a public announcement or media release about any aspect of this Contract unless the Resident Commissioner first gives the Bidder its written consent.

5.20 Force Majeure

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

Form I- Details of bidders

All the agencies shall have to fill up their mobile number and email address otherwise the quotations may be treated as informal. This form shall be downloaded and filled up and thereafter the scanned copy shall be uploaded along with the quotation.

STRUCTURE AND ORGANISATION

A. 1. Name of
Applicant (Firm):

2. Office Address:

3. Telephone No. :

4. Mobile No. :

5. E-mail Address:

6. Fax No. :

B. Office Address

I) Telephone No. :

Mobile No. :

Fax No. :

II) E-mail id (Mandatory) :

C. 1. Name and address of Bank & Branch :

2. Bank Account No. :

3. IFSC CODE of that Branch :

4. MICR CODE of the Branch :

5. Bank Account Type :

6. Photo copy of 1st page of bank pass book along with a original cancelled cheque.

D. 1. Attach an organization chart showing :
Structure of the company with names
of Key personnel and technical
staff

E. PAN NO. :

F. GITN NO. :-

(Signature of the Bidder)
Printed Name
Designation

Seal

Form II – Declaration of Acceptance of Terms and Conditions

To,
The Resident Commissioner
Office of the Resident Commissioner,
Govt. of West Bengal, New Delhi

Sir,

I have carefully gone through the Terms & Conditions contained in the document [No.] regarding engaging of an Agency for “agencies for Designing & Implementing the work related to stage, light, etc. (Part – I/Part –II)for Programme of **“Bengal Theatre Festival – 2023 at New Delhi** being organized by Office of the Resident Commissioner, Govt. of West Bengal.

I declare that all the provisions of this Tender Document are acceptable to my company/firm. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Format for Commercial Bid

1. The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The agency is to quote the rate online in Gross through computer in the space marked for quoting rate in the BOQ.
2. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

Breakdown of Cost Components

- ✓ All the prices (even for taxes) are to be entered in Indian Rupees ONLY (%age values are not allowed)
- ✓ All unit rates indicated in the schedules shall be inclusive of all taxes, Levies, duties etc.
- ✓ It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.
- ✓ The **Resident Commissioner, New Delhi** reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- ✓ Office of the Resident Commissioner shall take into account all Taxes, Duties & Levies for the purpose of Evaluation
- ✓ The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- ✓ The bidder to note that following recurring expenses shall be reimbursed on actual:
Diesel Cost
- ✓ The Unit Rate as mentioned in the following formats shall be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, Office of the Resident Commissioner retains the right to negotiate this rate for future requirements

. Non-conformities between the figures and words of the quoted price

Any discrepancy between quoted prices in figures and that in words, if noted, will be sorted out in the following manner:

- (a) If there is a discrepancy between the unit price and the total price, the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the Purchase Committee/Technical & Purchase Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to above.

Evaluation Procedure

SECTION – VI

PROCESS OF EVALUATION AND SELECTION

Bids will be evaluated on Quality-cum-Cost Basis (QCBS) to ensure a fair and transparent method of selection.

The **credentials of the bidders as uploaded online** will be examined first. The credentials will broadly cover the following areas –

- Competence in all the promotional activities and sectors noted in the campaign outline on Pg. 3 of this document

In case a bidder does not meet the criteria for eligibility, his creative Technical Bids will not be opened.

- For assessing their creatives & planning etc., bidders are required to submit at least two sets of creatives. For all bidders eligible according to the prescribed criteria, the Creative proposals will be evaluated by a designated Committee that may include external expert/s. The qualified bidders will be given the opportunity to make presentation/s to the Committee on a specified date. The criteria for evaluation of the Technical / Creative proposal are at Annexure III.
- This is a very important matter which is expected to be evaluated after Technical presentation. Hence, while the technical Bid would be evaluated as per the rules, it is deemed necessary ability to perform all such work should be verified with utmost care. Considering the importance of the work and its gravity BID process would be finalized only by the Technical evaluation.

• ANNEXURE-II :CRITERIA FOR EVALUATION OF BIDS

1	Suggested Marking System		Total Marks	Marks Scored
	A.	Technical Offer Evaluation		
	1	Creative & concept plan for the entire venue considering the outreach among people, easy ground plan & proper formulation of event of VVIPs / high officials and dignitaries.	30	
	2	Prior experience in handling similar type of State level Govt. event in West Bengal or New Delhi	30	
	3	Prior experience in handling Mango Mela or fair at State / Govt. event /Private Sector in West Bengal or New Delhi	30	
	4	Financial solubility / capacity to undertake an event on a large scale, and meet unforeseen contingencies. Financial turn over during the last financial year: (1) Rs.2,00,00,000 and above=10 marks (2) Rs. 1,50,00,000toRs. 2,00,00,000 =8 Marks (3) Rs.1,50,00,000toRs. 1,00,00,000 =5 Marks (4) Less than Rs.1,00,00,000 = 2 marks	10	
		Total: Marks for Technical Evaluation.	100	
	B.	Financial Offer Evaluation	100	
2	The technical proposal should score at least 71 points out of 100 to be considered for Financial Evaluation.			

Selection Stage – I (Technical Bid Evaluation)

On the basis of technical evaluations a short list will be prepared on the basis of the marks obtained by the respective bidder and the list will be published on the website www.wbtenders.gov.in in due course. To qualify for the financial bid the bidders must have to score at least 71 marks for technical bid.

Selection Stage – II (Financial Bid Evaluation)

The **Financial Proposal will be opened** only for those bidders whose technical/creative proposals receive the minimum qualifying marks by the Evaluation Committee. If a Technical Bid does not receive the minimum specified marks, the corresponding Financial Bid will not be opened. **Out of those short listed agency, the bidder acquiring the highest marks in Financial evaluation will be selected.**

ANNEXURE-III:

1. Creative & concept plan for the entire venue considering the outreach among people, easy ground plan & proper formulation of event
2. Layout Plan, with design for stage decoration.
3. Prior experience in handling similar type of event in West Bengal or New Delhi.
4. Prior experience and ideas for organising cultural programme in West Bengal or New Delhi.
5. Experience/ Credentials of handling event or creative designing for Information and Cultural Affairs Department, Govt. of West Bengal of the State Government in the last 3 years.
6. Credentials/capacity for handling hospitality support (arranging train/flight ticket, car support with escort in districts. Arrangement of hotel & food) for artists/performers/musicians in programmes in West Bengal or New Delhi
7. Experience/Credential of Branding work in similar type of programme in West Bengal or New Delhi
8. Experience/Credential for organising state level fair with district level artisan in West Bengal or New Delhi
9. Experience/Credential for organising in West Bengal or New Delhi.
10. Whether the Agency has a Registered office in Kolkata or in New Delhi where programme will be executed (with documentary proof), and the number of permanent staff/ technical persons at its disposal for handling such a large/ important event.

II Method of Implementation

- a. Details of implementation of all parts of work
- b. Illustrative components for Implementation of programme in short time on emergency

III Creative of Venue Branding

IV Projection on Branding ideas

V Creative ideas in documentation of the events

VI Printing :

- a. Design, Art work, Production of black & white positive and 4-colour positive and process till completion of progressive proof
- b. Photography, whenever required

VII Audio-Visual Presentation:

- a. Design, Art work, Production including editing and submission of two sets of final deliverables
- b. Hiring of equipments for presentation, display, etc.

VIII Hospitality Management

IX Stage Management

X Ground Management

XI. Experience in the similar nature of work in Information and Cultural Work Department

XII. Experience in the similar nature of work in other department(s) Govt. of West Bengal

XIII. Idea for Stage Management considering VVIP movement

XIV. Idea for organizing cultural programme

XV. Permanent Staff strength for holding such event on emergency basis

XVI. Experience in Event Management in District/ Sub-Division level of West Bengal.