

GOVERNMENT OF WEST BENGAL

West Bengal Tourism Development Corporation Limited Udayachal Tourism Property, Salt Lake, DG Block, Kolkata - 91 (Submission of bid on line through NIC portal) E mail:

e-NIQ No. 15/WBTDCL (2024-25)

Memo. No: 992/ E-1030129

Date:- 05.09.2024

E Quotation Notice for Selection of Agency for procurement and supply of 360 degree VR headset

On behalf of the Tourism Department, Govt. of West Bengal, the undersigned invites e-tender from agency for procurement and supply of 360 degree VR headset.

Interested agencies maydownload the details of the tender 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. Pre-Bid meeting will be held in the office of the West Bengal Tourism Development Corporation Limited at Udayachal Tourism Property, Salt Lake, Kolkata - 91.

The bids will be opened and technical presentation will be held in the office of the West Bengal Tourism Development Corporation Limited at Udayachal Tourism Property, Salt Lake, Kolkata - 91. Interested bidders should have to attend the technical presentation programme with Hard copy/ CD/Pen Drive in the office of the West Bengal Tourism Development Corporation Z405.09.2M. Limited at Udayachal Tourism Property, Salt Lake, Kolkata - 91

Executive Engineer

West Bengal Tourism Development Corporation Limited

Tender Schedule:

Sl. No.	Events	Date & Time	
1.	Date of Issuing Quotation Notice vide no 992/ E-1030129	05.09.2024	
2.	Date of uploading of N.I.Q. & other Documents (online) (Publishing Date)	09.09.2024 – 10:30 AM.	
3.	Pre-Bid Meeting to be held in the office of the West Bengal Tourism Development Corporation Limited, DG Block, Sector- II, Salt Lake City, Kolkata-700091	11.09.2024 – 02:00 PM.	
4.	Corrigendum Notice upload if any.	NIL	
5.	Bid submission start date (On line)	09.09.2024 – 11:00 hrs.	
6.	Bid Submission closing (On line)	17.09.2024 – 17:00 hrs.	
7.	Date of opening of Technical Bid (online)	20.09.2024 – 11:00 hrs.	
8.	Date of Technical presentation to be held in the office of the West Bengal Tourism Development Corporation Limited, DG Block, Sector- II, Salt Lake City, Kolkata-700091	To be informed later	
9.	Date of uploading list for Technically Qualified Bidder(online)	To be informed later	
10.	Date of opening of financial bid (online)	To be informed later	

Invitation for Bids

SECTION - I

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

The invitation to bid is for "procurement and supply of 360 degree VR headset"

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:

Managing Director, WBTDCL, Govt. of West Bengal.

1.2 Contact Person:

General Manager, WBTDCL, Govt. of West Bengal

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://wbtenders.gov.infree of cost.

1.5 Venue and Deadline for submission of Proposal:

Earnest Money of Rs.20,000/- (Rupees twenty Thousand 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 in due course. The Earnest Money of the successful bidder will be retained and adjusted against the Security Deposit. The Earnest Money should be deposited in favor of 'Managing Director, West Bengal Tourism Development Corporation Limited, Tourism Department, Govt. of West Bengal'

1.6 The major responsibilities of the bidder shall include:

Bids are invited for "procurement and supply of 360 degree VR headset"

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 procurement and supply of 360 degree VR headset, intentionof the authority of West Bengal Tourism Development Corporation Limited 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.

1.7. The major responsibilities as specified above are indicative only and notexhaustive 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.	en to all bidders who qualify under the eligibil	Documents Required
<u> </u>	The bidder should be a registered firm.	Valid documentary proof of:
	The company/agency must be registered	✓ Trade License
	with appropriate regulatory authorities for	✓ Proof of Office Address in
	all applicable statutory duties/taxes.	Kolkata/district where the program is
		being held.
		✓ GSTIN number.
		✓ Income Tax registration/PAN number
		✓ Certificate of updated Income tax Return
		✓ Audited balance sheet for the last 3years
		as per IT Act with acknowledgement.
		✓ Bank solvency certificate to the tune of
		Rs.1,00,000 or Bank statement for last 3
		months from the issuance of this NIT
1		document.
		✓ Financial turnover in the last year
		(Audited Balance Sheet) to the tune of
		Rs. 30Lakh (CA certificate should be
		attached)
		✓ The Agency should have experience of
		having executed similar type of work for
		Government Department/ Govt.
		Organization/ Government Agency/
		Local Self Government/ PSU/ Parastatal
		body for Rs 20 lakhs cumulative each
		year (2022-23 and 2023-24)
		✓ Work Experience certificate/
		documentation
	The bid can be submitted only by an	Self-certification by authorized signatory
2	established house/agency that has	with relevant documents in its support.
	successful experience.	• Work Orders/ Completion certificate
		confirming previous experiences
	The bidder should furnish, as part of its	In the form RTGS or NEFT
3	bid, an Earnest Money deposit of	
	Rs20,000/- (Rupees twenty thousand only)	
	The bidder shall commit that the key	Self-certification must be produced.
	personnel to be employed for the project	
4	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.	
6	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.
7	The Agency should have experience of having executed similar type of work for Government Department/ Govt. Organization/ Government Agency/ Local Self Government/ PSU/ Parastatal body for Rs 20 lakhs cumulative each year (2022-23 and 2023-24)	with relevant documents in its support.
8	Bank solvency certificate to the extent of Rs.1,00,000.	 Bank's Solvency certificate by authorized signatory /Bank statement for the last 3 months with relevant documents in its support. Documentary proof
9	Office Address at Kolkata or concerned District where the Program will be held.	Proof of Office Address like Trade license etc.

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 abovementioned clauses of eligibility criteria.

Scope of Work

SECTION - III

Scope of Work:

procurement and supply of 360 degree VR headset Quantity :- 6

SI. No.	Item Description	Quantity	Unit
1	Procurement and supply of 360 degree VR Headset		
1.01	Meta Quest 3 Advanced All in One	6	Nos.
1.02	512 GB of Internal Storage	1	Gross
1.03	Full Colour Passthrough	1	Gross
1.04	2064x2208 Resolution per eye	1	Gross
1.05	XR2 Gen 2 Snapdragon Processor	1	Gross
1.06	06 Ring-Free Touch Plus Controllers		Gross
1.07	TruTouch Haptic Feedback	1	Gross
1.08	40% slimmer than Quest 2	1	Gross
1.09	Build-in-3D Spatial Audio	1	Gross
2.	Operational Training of 360° VR headset	1	Gross
3.	GST@ 18%		

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, andthe authority will in no case be responsible or liable for these costs, regardless of the conduct or theoutcome of the bidding process.

4.2 The Bidding Documents:

- **4.2.1** The equipment, product and services required, bidding procedures and contractterms 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/orFalse/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 willbe 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.

4.3Procedure 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:

(a)	Trade License
(b)	Proof of office address
(c)	GST Registration Certificate
(d)	PAN Card
(e)	IT Submission Certificate
(f)	P Tax Registration Certificate
(g)	Form-I (Bidder's Details) &
(h)	Filled up Form - II (Declaration of Acceptance of Terms and Conditions)
(i)	Last three years audit report.
(j)	Work Experience Certificate in the tune of 30.00 lakhs
(k)	Financial turnover in the last year (Audited Balance Sheet) to the tune of Rs.
	30Lakh(CA certificate should be attached)
(1)	Bank Solvency certificate or last three months Bank A/C Statement (Current a/c)
	having solvency in the tune of Rs. 1,00,000/- and document should be attested by the
	appropriate authority.
(m)	Self-Declarationcertificate: -"The Bidder shall not be under a Declaration of Ineligibility
	for corrupt or fraudulent practices or blacklisted with any of the Government Agency."

(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

4.4 Earnest money deposit (EMD)

- All bids must be accompanied by an earnest money of Rs.20,000/- (Rupees twentyThousand) only forthe tender.
- No interest shall be paidon 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 PerformanceSecurity in time.

The EMD may be forfeited:

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

4.5 Place of opening of technical bid:

Conference Room of the WBTDC Limited at Salt Lake

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 upwardmodifications, on any account whatsoever. However, the authority reserves the right tonegotiate the prices quoted in the bid to effect downward modification. The Bid Pricesshall be indicated in Indian Rupees (INR) only.
- The Commercial bid should clearly indicate the price to be charged without anyqualifications whatsoever and should include all taxes, duties, fees, levies, workscontract tax and other charges as may be applicable in relation to the activities proposed to be carried out.
- Thefirm should quote the tax liability on the date of submission of financial bid for arriving atthe lowest one.
- Prices in any form or by any reason before opening the Commercial Bid should not berevealed, failing which the offer shall be liable to be rejected. If price change isenvisaged due to any clarification, revised Bid in a separate sealed cover shall besubmitted with prior written permission of the authority.

4.8. Fraud and Corruption:

The authority requires that bidders, suppliers, and contractors observe the higheststandard of ethics during the procurement and execution of such contracts. In pursuit ofthis 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 toinfluence a procurement process or the execution of a contract;

"Collusive practice" means a scheme or arrangement between two or more bidders, withor 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, personsor 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 Bidderrecommended 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, ineithercase 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 inconnection with the tender must certify whether he/she signs as the Constituted attorneyof 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 theability 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 benecessary for preparing the bid and entering into contract.
- ✓ Failure to obtain the information necessary for preparing the bid and/or failure to performactivities that may be necessary for the providing services before entering into contractwill in no way relieve the successful Bidder from performing any work in accordance withthe 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 willbe 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 authorityas 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 byamending 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 dateas 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 not be entertained.

4.16. Modification and Withdrawal of Bids

- The Bidder may modify or withdraw its bid after the bid's submission, provided thatwritten notice of the modification or withdrawal is received by the authority **prior** to thelast date prescribed for receipt of bids.
- No bid may be altered / modified subsequent to the closing time and date for receipt ofbids. 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 theexpiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bidduring 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 whichall correspondence shall be sent by the authority

4.18. Contacting the WBTDCL

No Bidder shall contact the West Bengal Tourism Development Corporation Limited 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 Tourism authority's bid evaluation, bidcomparison or contract award decisions may result in the rejection of the Bidder's bid.

4.19. Opening of Technical Bids by the WBTDCL

- ✓ West Bengal Tourism Development Corporation Limited will open the Technical Bid, in the presence of the representatives of theBidders who choose to attend, at the time, date and place, as mentioned in Invitation forBids / 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 therequisite 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 inproviding the services necessary to meet the Tourism Department's requirements, as described inthe Tender Documents. The Bidder must possess the technical know-how that would berequired to successfully provide all the services sought by theWest Bengal Tourism Development Corporation Limited for the period of the contract.
- ✓ The evaluation process of the tender proposed to be adopted by the West Bengal Tourism Development Corporation Limited isindicated under this clause. The purpose of this clause is only to provide the Bidders anidea of the evaluation process that the West Bengal Tourism Development Corporation Limited may adopt. However, the West Bengal Tourism

Development Corporation Limited reserves the right to modify the evaluation process at any time during the Tenderprocess, without assigning any reason, whatsoever, and without any requirement ofintimating the Bidder of any such change.

4.22 Preliminary Examination

- The West Bengal Tourism Development Corporation Limited will examine the bids to determine whether they are complete, whether thebid format confirms to the Tender requirements, whether any computational errors havebeen made, whether required EMD & Tender Fee has been furnished, whether thedocuments have been properly signed.
- A bid determined as not substantially responsive will be rejected by the West Bengal Tourism
 Development Corporation Limited andmay not subsequently be made responsive by the
 Bidder by correction of thenonconformity.

4.23 Clarification

When deemed necessary, during the tendering process, the West Bengal Tourism Development Corporation Limited may seekclarifications or ask the Bidder to make Technical presentations on any aspect from anyor 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 theresponse to the Eligibility Criteria as mentioned in the Tender.
- ✓ The bidder must also possess the technical knowhow and the financial wherewithal thatwould be required to successfully provide the support services soughtby West Bengal Tourism Development Corporation Limited for the entire period of the contract. The bids must be complete in allrespects 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 meeteligibility criteria as mentioned in **Section II-Eligibility Criteria**.
- ✓ Bidders failing to meet these criteria or not submitting requisite supportingdocuments/documentary evidence for supporting eligibility criteria are liable to berejected 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.

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 thefull and proper performance of its contractual obligations;
- b) "The Services" means those services ancillary to the implementation of the events, such astransportation 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) "TheWBTDCL" means the organization purchasing the serviceincludes an officer who is authorized on behalf of the Managing Director, West Bengal Tourism Development Corporation Limited ,Udayachal Tourism Property, Salt Lake 91
- d) "The Vendor" means the firm(s) providing the and services underthis Contract;

5.2. Contract Performance Security

- ✓ The earnest money deposited at the time of tender may be converted towardsperformance security amount or alternatively the bidder, taking the EMD back, maydeposit a fresh performance security of equivalent amount.
- ✓ Performance security shall be payable as compensation to the West Bengal Tourism Development Corporation Limited for any lossresulting from the Supplier's failure to complete its obligations under the Contract.
- ✓ If Performance security not received within stipulated time period, the contract shall becancelled and EMD will be forfeited.
- ✓ Vendor has to submit the order acceptance promptly within 24 hours or earlier from thedate of issue of work order.

5.3. Reporting Progress

- The services, to be provided by the Bidder under the Contractand the manner and speed of
 execution and maintenance of the work are to beconducted in a manner to the satisfaction of
 West Bengal Tourism Development Corporation Limited representative in accordance withthe
 Contract.
- The Bidder shall reply to the written notice giving details of the measures he proposes totake 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 timeit should appear to the West Bengal Tourism Development Corporation Limited or West Bengal Tourism Development Corporation Limited representative that the actual progress ofwork does not conform to the approved program the Bidder shall produce at the requestof the West Bengal Tourism Development Corporation Limited representative a revised program showing the modification to theapproved program necessary to ensure completion of the works within the time forcompletion steps initiated to ensure compliance/improvement or the stipulatedrequirements.
- In case during the site preparation, the progress fallsbehind schedule or does not meet the
 desired requirements, Bidder shall deploy extramanpower, resources, infrastructure to make up
 the progress or to meet therequirements. Program for deployment of extra man power/
 resources/infrastructure willbe submitted to the West Bengal Tourism Development Corporation
 Limited for its review and approval, which approval shall not beunreasonably 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 thatthe Bidder possesses the knowledge of all necessary requirements asstipulated in the Tender Document including.
- The Bidder shall be deemed to have understood the requirements and have satisfiedhimself 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-generalto have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities there with under the Contractand his ability to perform it. However, if during the process of site preparation and and installation of the equipment at the venues, as required by Tourism Department, Bidder detects any obstructions affecting the work, the Bidder shall take all measures to overcomethem.
- 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
 inaccordance with the Contract and for complying with any instructions which the Tourism
 Department
- Representative may issue in accordance therewith and of any proper and reasonablemeasures which the Bidder takes in the absence of specific instructions from theWest Bengal Tourism Development Corporation Limited 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 allcosts/charges in connection thereof.
- The Bidder shall provide and deploy, on the Site for carrying out the work, only thosemanpower resources who are skilled and experienced in their respective trades and whoare competent to execute or manage/supervise the work in a proper and timely manner.
- The West Bengal Tourism Development Corporation Limited Representative may at any time object to and require the Bidder toremove forthwith from the site a supervisor or any other authorized representative oremployee of the Bidder or any person(s) deployed by Bidder or his sub-implementationAgency, if, in the opinion of the Managing Director, West Bengal Tourism Development Corporation Limited orhisRepresentative the person in question has miss conducted himself or his deployment is otherwise considered undesirable by theManaging Director, West Bengal Tourism Development Corporation Limited , West Bengal Tourism Development Corporation Limited or hisRepresentative. The Bidder shall forthwith remove and shall not again deploythe person in question of the work site without the written consent of the West Bengal Tourism Development Corporation Limited Representative.
- The West Bengal Tourism Development Corporation Limited Representative may at any time request the Bidder to remove from thework/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 forbeing 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 Tourism Department, to any outside agency without priorwritten permission from the Tourism department.
- ✓ 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, claimsor liabilities of any kind howsoever suffered, arising orincurred inter alia during and after the Contract period out of:

- Any negligence or wrongful act or omission by the Bidder in connection with orincidental to this Contract; or
- Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and thisContract by the Bidder,
- The indemnity shall be to the extent of 100% in favor of the TOURISM DEPARTMENT.

5.8. Change Order

- The change order will be initiated only in case:
 - a. The Managing Director, West Bengal Tourism Development Corporation Limited ,West Bengal Tourism DevelopmentCorporation Limited directs in writing the Bidder to include any addition to the scope of workcovered under this Contract or delete any part of the scope of the work under theContract,
 - b. Bidder requests to delete any part of the work which will not adversely affect theoperational capabilities of the facilities and if the deletions proposed are agreed to bythe Managing Director, West Bengal Tourism Development Corporation Limited ,West Bengal Tourism Development Corporation Limited and for which cost and time benefits shall be passed on to the Tourism Department,
 - c. West Bengal Tourism Development Corporation Limited directs in writing the Bidder to incorporate changes or additions to the DesignCriteria requirements already covered in the Contract.
- Any change order comprising an alteration which involves change in the cost of theworks (which sort of alteration is hereinafter called a "Variation") shall be the Subject ofan amendment to the Contract by way of an increase or decrease in the Contract Priceand adjustment of the implementation schedule if any.
- If there is a difference of opinion between the Bidder and the Managing Director, West
 Bengal Tourism Development Corporation Limited ,West Bengal Tourism Development
 Corporation Limited or representativewhether a particular work or part of the work
 constitutes a change order or not, thematter shall be handled in accordance with the
 procedures set above.
- Within ten (10) working days of receiving the comments from the Managing Director, West
 Bengal Tourism Development Corporation Limited ,West Bengal Tourism Development
 Corporation Limited 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 of the Comments of the Contract and shall advise a date by which change order (if

applicable) will be submitted to the **Managing Director, West Bengal Tourism Development Corporation Limited**, Tourism Department.

5.9 Procedures for Change Order

- ✓ If it is mutually agreed that such Requirement constitutes a "Change Order" then a jointmemorandum will be prepared and signed by the Bidder and the Managing Director, West Bengal Tourism Development Corporation Limited ,West Bengal Tourism Development Corporation Limited 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 allrelevant details including the estimated time and cost effect thereof with supportingdocuments would be submitted to the Managing Director, West Bengal Tourism Development Corporation Limited , West Bengal Tourism Development Corporation Limited to enable the West Bengal Tourism Development Corporation Limited 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 beconsidered 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 **Managing Director**, **West Bengal Tourism Development Corporation Limited**, West Bengal Tourism Development Corporation Limited 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 ornot, is not reached, then Bidder in the interest of the works, shall take up theimplementation of the work, if advised in writing to do so by the Managing Director, West Bengal Tourism Development Corporation Limited or her Representativepending settlement between the two parties to the effect whether such requirementconstitutes a change order or not as per the terms and conditions of Contractdocuments. The time and cost effects in such a case shall be mutually verified andrecorded.
- ✓ The Bidder shall submit necessary back up documents for the change order showingthe breakup of the various constituting the change orderfor the West Bengal Tourism Development Corporation Limited review.

5.10Conditions 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 tosuch work remain in accordance with the Contract.
- ✓ The rates provided by the Bidder as part of its commercial quote will be considered asbenchmark rates for placing change orders, if any.

5.11 Suspension of Work

The Bidder shall, if ordered in writing by the Managing Director, West Bengal Tourism Development Corporation Limited, West Bengal Tourism Development Corporation Limited or his Representative, temporarilysuspend 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 timefor completion, corresponding with the delay caused by any such suspension of theworks as aforesaid shall be granted to the Implementation Agency, if request for same ismade 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 favor of the Managing Director, West Bengal Tourism
 Development Corporation Limited
- Invoice should be accompanied by work done certificate duly issued by the Managing Director, West Bengal Tourism Development Corporation Limited ,West Bengal Tourism Development Corporation Limited or his Representative

5.13. Termination

West Bengal Tourism Development Corporation Limited may, terminate this Contract in whole or in part by giving the Bidder priorand written notice indicating its intention to terminate the Contract under the following circumstances:

- Where the Managing Director, West Bengal Tourism Development Corporation Limited ,West Bengal Tourism Development Corporation Limited is of the opinion that there has been such Event of Default onthe part of the Bidder which would make it proper and necessary to terminate thisContract and may include failure on the part of the Bidder to respect any of itscommitments with regard to any part of its obligations under its Bid, the Tender orunder this Contract.
- Where it comes to the Managing Director, West Bengal Tourism Development Corporation Limited ,Tourism Department's attention that the Bidder (or the ImplementationAgency's Team) is in a position of actual conflict of interest with the interests of theTourism Department, in relation to any of terms of the Implementation Agency's Bid, the Tenderor this Contract

5.14. Liquidated Damages

Subject to clause for Force Majeure if the bidder fails to comply the contractualobligations before the scheduled completion date or the extended date or if Bidderrepudiates the Contract before completion of the Work, the Tourism Department, at its discretion, may without prejudice to any other right or remedy available to the **Managing Director**, **West Bengal Tourism Development Corporation Limited**, West Bengal Tourism Development Corporation Limited under the Contract recover Liquidated damage @ 1% per week subject to a maximum of 10%, willbe computed on CAPEX value of contract will be recovered from Implementation Agencyfor the delayed period to a maximum 10 weeks . Subsequently, the Additional Secretary, West Bengal Tourism Development Corporation Limited may considercancellation of contract.

5.15. Dispute Resolution

The Managing Director, West Bengal Tourism Development Corporation Limited ,West Bengal Tourism Development Corporation Limited and the Bidder shall make every effort to resolve amicably by directing formal negotiations, any disagreement or disputes, arising between them under or inconnection with the Contract.

5.16 Conflict of interest

The Bidder shall disclose to the **Managing Director**, **West Bengal Tourism Development Corporation Limited**, West Bengal Tourism Development Corporation Limited in writing, all actual and potential conflicts ofinterest that exist, arise or may arise in the course of performing the Services as soon aspractical 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 theapplicable 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 Tourism Department, underor by virtue of or arising out of, this contract, nor shall the West Bengal Tourism Development Corporation Limited entertain or consider anysuch claim, if made by the Bidder after he shall have signed a "No claim" certificate in favorof the **Managing Director, West Bengal Tourism Development Corporation Limited**, West Bengal Tourism Development Corporation Limited in such forms as shall be required by the Additional Secretary, West Bengal Tourism Development Corporation Limited after the works are finally accepted.

5.19. Publicity

The Bidder shall not make a public announcement or media release about any aspect of thisContract unless the Managing Director, West Bengal Tourism Development Corporation Limited, West Bengal Tourism Development Corporation Limited first gives the Bidder its written consent.

5.20 Force Majeure

For purposes of this Clause, "Force Majeure" means an event or situation beyond thecontrol of the Supplier that is not foreseeable, is unavoidable, and its origin is not due tonegligence or lack of care on the part of the Supplier. Such events may include, but notbe 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						
		Applic	ant (Firr	n) :						
		2.Offic	e Addre	ess:						
			phone N							
			bile No.							
			ail Addre							
		6.Fax I	No.	:						
В.		Office	Address	;						
		I)	Teleph	one No. :						
		,	Mobile							
			Fax No	.:						
		II)	E-mail	id (Mandatory	·):					
	C. 1	•		dress of Bank		1 :				
		2. Banl	k Accour	nt No.		:				
		3. IFSC	CODE o	f that Branch		:				
		4. MIC	R CODE	of the Branch		:				
		5. Banl	k Accour	nt Type		:				
			oto copy ncelled c	of 1 st page on heque.	of bank p	ass boo	ok along	with a	original	
	D. 1	1. Attac	h an org	anization char	t showin	g	:			
			_	mpany with n		J				
				and technical s						
	E.	PAN N	O. :							
	F.	GITN	NO. :-							
(Si	ignat	ture of	the Bidd	er)						
		Printe Design	d Name nation							
		Seal								

Form II – Declaration of Acceptance of Terms and Conditions

To,
The Managing Director, West Bengal Tourism Development Corporation Limited ,
Tourism Department,
New Secretariat Building, Block A, 3 rd floor. 1, Kiran Sankar Roy Road,
Kolkata 700 001
Sir,
I have carefully gone through the Terms & Conditions contained in the document [No.
] regarding engaging of an Agency for "agencies for Procurement and
Supply of 360 degree VR headset."
I declare that all the graviting of this Tanday Decomposit are accordable to you
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 tomake this declaration.
Yours faithfully,
(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:
DUSITIESS AUUTESS.

Format forCommercial 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 (Presenting Above / Below / At per) online 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 applicableand/or payable.
- ✓ The Managing Director, West Bengal Tourism Development Corporation Limited, WEST BENGAL TOURISM DEVELOPMENT CCORPORATION LIMITED reserves the right to ask the Bidder to submit proof of payment against any ofthe taxes, duties, levies indicated.
- ✓ WEST BENGAL TOURISM DEVELOPMENT CCORPORATION LIMITED 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, Lodgingand other related items.
- ✓ The bidder to note that following recurring expenses shall be reimbursed on actual:

 Diesel Cost

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 sortedout in the following manner:

- (a) If there is a discrepancy between the unit price and the total price, the unit price shallprevail and the total price corrected accordingly, unless in the opinion of the PurchaseCommittee/Technical & Purchase Committee there is an obvious misplacement of thedecimal point in the unit price, in which case the total price as quoted shall govern and theunit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the 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 theamount in figures shall prevail subject to above.

Evaluation Procedure

SECTION - VI

PROCESS OF EVALUATION AND SELECTION

Bids will be evaluated on Quality Basis (QBS) 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 deem necessary ability to perform all such work should be verified with utmost care. Considering the importance of the work and its gravityBID process would be finalized only by the Technical evaluation.

ANNEXURE-II: CRITERIA FOR EVALUATION OF BIDS

Sug	Total Marks	Marks Scored					
A.	Tech						
	1	Planning and presentation of 360 degree VR entire concept	45				
	2.	Experience of 360 degree VR related work handling and training under any Government Department/ Govt. Organization/ Government Agency/ Local Self Government/ PSU/ Parastatal body during last three years					
	3.	Creation of Training Module	20				
	4.	Financial turn over during the last financial year (2022-23/ 2023-24): (1) Rs. 30,00,000 to Rs. 50,00,000= 5 marks (2) Rs. 50,00,001 and Rs. 1,00,00,000 = 10 marks (3) Rs. 1,00,00,001 and above=20 marks	20				
		Total: Marks for Technical Evaluation.	100				
The technical proposal should score at least 71marks out of 100 to be considered for Financial Evaluation.							
The qualified bidders will be treated as eligible to open financial proposal and the lowest one (L1) on the financial bid amongst the qualified bidders will be selected.							

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 to qualify for the financial bid the bidders must have to score at least 71 marks for technical bid.

<u>Selection Stage – II (Financial Bid Evaluation)</u>

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.

N.B.

WEST BENGAL TOURISM DEVELOPMENT CCORPORATION LIMITED RESERVES THE RIGHT TO REJECT OR CANCEL THIS E-TENDER NOTICE IN WHOLE OR IN PART BY GIVING THE BIDDER PRIOR AND WRITTEN NOTICE INDICATING ITS INTENTION TO REJECT/CANCEL THE SAME UNDER ANY CIRCUMSTANCES AT ANY POINT OF TIME WITHOUT ASSIGNING ANY REASONS THEREOF.

ANNEXURE-II:

- 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 districts.
- **4.** Prior experience and ideas for organizing cultural programme in districts.
- **5.** Experience/ Credentials of handling event or creative designing for West Bengal Tourism Development Corporation Limited 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 State-level programmes at the districts.
- 7. Experience/Credential of Branding work in similar type of programme in districts.
- 8. Experience/Credential for organising state level fair with district level artisan in districts.
- **9.** Experience/Credential for organising state level exhibition in districts.
- **10.** Whether the Agency has a Registered office in Kolkata or in the concerned District where programme will be executed (with documentary proof), and the number of permanent stuff/ 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 equipment for presentation, display, etc.

- **VIII** Hospitality Management
- IX Stage Management
- **X** Ground Management
- XI. Experience in the similar nature of work in Tourism department
- XII. Experience in the similar nature of work in other department 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