



West Bengal Tourism Development Corporation Limited

CIN-U63040WB1974SGC029393

(A Govt. of West Bengal Undertaking)

Udayachal Tourism Property (1st Floor), DG Block, Sector II, Saltlake, Kolkata- 700091

Phones:18002121655, Email: wbtcd.ho.in

Website: www.wbtdcl.wbtourismgov.in

No. 1212 / 11012(22)/3/2024-WBTDC

Date-23/09/2024

NIQ No.: - 24/WBTDCL (2024-25)

E Quotation Notice for Selection of Event Management Agency for Fabrication of the Stall of West Bengal Tourism Development Corporation Limited at Red Road along with various related works of Red Road Carnival-2024

On behalf of the West Bengal Tourism Dev. Corporation the undersigned invites tender from bonafide Event Management Agency for Fabrication of the Stall of West Bengal Tourism Dev. Corporation at Red Road along with various related works on the occasion of Red Road Carnival –2024. Interested agencies may download the details of the tender in the portal of Wbtdcl.www.wbtdcl.com and www.wbtenders.gov.in

It will be two bid system and agency will be selected on the basis of eligibility criteria, Technical Evaluation and Financial Evaluation. The Technical bids will be opened at WBTDCL (Head Office at Udayachal Tourism Property 1st Floor) at the stipulated time and date.

**Superintending Engineer
WBTDCL**

Tender Schedule:

Sl. No	Events	Date
1.	Date of Issuing Tender Notice	24.09.2024
2.	Date of uploading of N.I.Q. & other Documents (online) (Publishing Date)	25.09.2024 at 10:30 hrs.
3.	Pre-Bid meeting will be held at WBTDCL, Udayachal Tourism Property, DG Block, Sector II, Saltlake	NA
4.	Upload Corrigendum(if Any)	NA
5.	Bid Submission Start Date	25.09.2024 from 11:00 hrs.
6.	Bid Submission End Date	03.10.2024 upto 14:00 hrs.
7.	Date of opening of Technical Bid	05.10.2024 at 14:00 hrs.
9.	Date of uploading list for Technically Qualified Bidder	NA
10.	Date of opening of financial bid(online)	NA

InvitationforBids

SECTION– I

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

The invitation to bid is for Event Management Agency for Fabrication of the Stall of West Bengal Tourism Dev. Corporation Ltd, at Red Road Carnival along with various related works on the occasion of Red Road Carnival –2024 being organized by the WBTDCL, Udayachal Tourism Property 1st Floor, DG Block Sector II, Kolkata 91.

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:

1.2 Contact Person:

1.3 Key Events & Dates: As mentioned in the tender schedule

1.4 Procurement of Document: The bid documents are available for download from

1.5 Earnest Money: Earnest Money of **Rs.10,000/- (Rupees Ten Thousand)** 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 preferably within 30 days of signing of contract. The Earnest Money of the successful bidder will be retained and adjusted against the Security Deposit.

1.6 The major responsibilities of the bidders shall include:

Bids are invited for **“Designing, branding & implementing the Food Stall of West Bengal Tourism Corp. Limited and other works related to the Red Road Carnival at Red Road.**

A bidder has to bid for entire work covered under part (i) NIQ & (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 and implementation of the events so as to analyze the bid in a transparent way. In order to integrate all the events associated with the programme, intention of the authority of WBTDCL 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.

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

EligibilityCriteria

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. No.	Clause	Documents Required
1	The bidders 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"> ✓ Annual Turnover for Rs 50.00 lakhs for the year 2023-24 (CA Certificate should be attached) ✓ Updated Trade License ✓ Proof of Office Address in Kolkata KMDA area ✓ GSTIN number. ✓ Income Tax registration/PAN number ✓ Certificate of updated Income tax Return. ✓ Audited balance sheet for the last 3 years. ✓ Audit report as per IT Act for the last 3 years with acknowledgement. ✓ Bank's solvency certificate to the extent of Rs. 5.00 lakhs. ✓ 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 for last 2 (Two) years. (each year) (22-23 and 23-24)
2	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
3	The bidders should furnish, as part of its bid, an Earnest Money deposit of Rs. 10,000/- (Rupees Ten Thousand) only	In the form RTGS or NEFT
4	The bidder shall commit that the key personnel to be employed for the project who have been sufficiently experienced in the similar type 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.

6	The Bidders shall not be under a	Declaration in this regard by the authorized
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	Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government Agency.	signatory of the bidder.
7	The Bidders 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 20.00 lakhs for last 2 (Two) years. (each year) (22-23 and 23-24)	<ul style="list-style-type: none"> • Self-certification by authorized signatory with relevant documents in its support. • Work Orders/ Completion Certificate confirming previous experiences
8	Bank solvency certificate to the extent of Rs. 5 lakhs	<ul style="list-style-type: none"> • Bank's Solvency certificate by authorized signatory with relevant documents in its support. • Documentary proof
9	Office Address at KMDA area	<ul style="list-style-type: none"> • 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 above-mentioned clauses of eligibility criteria.

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.

ScopeofWork

SECTION– III

Scope of Work

“Designing, branding & implementing the Stall of WBTDCL in Red Road Carnival.

– 2024 at Red Road. The rate furnished for a single unit will be used on pro rata basis in case of increase in units.

Sl. No.	Item Description	Quantity	Unit
1	Size of the Stall : - 20' x 10' at Red Road Carnival		
1.01	Designing, Printing & supply of flexes and facia for the stall	1	Gross
1.02	Fabrication work of side panel	1	Gross
1.03	Facia & Ceiling of the stall	1	Gross
1.04	Conceptualization of the entire stall with backlit, flexes with facia	1	Gross
1.05	Carpeting for entire stall & Colouring	1	Gross
1.06	Furniture	1	Gross
2	Govt. Taxes		
2.01	GST @ 18 %	1	Gross

InstructionstoBidders

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 conductor the outcome 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.

a) Submission of Tenders:

(I) Technical Proposal:

The Technical proposal should contain scanned copies of the following in two covers (folders). Statutory Cover containing the following documents:

The bidder must submit the following documents

(a)	Trade License
(b)	Proof of office address
(c)	GST Registration Certificate
(d)	PAN Card
(e)	IT Submission Certificate
(f)	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)	Bank Solvency certificate showcasing solvency in the tune of Rs. 5 lakhs and documents should be attested by the appropriate authority.
(k)	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 removed out of fit, except for reasons beyond the control of the bidder.
(l)	EMD of Rs. 30,000/- (Rupee thirty thousand)
(m)	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 for last 2 (Two) years. (Each Year) (22-23 and 23-24).
(n)	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."

If the bidder is not able to justify all the documents submitted online to the members of the Departmental Tender Evaluation 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

4.3 Earnest money deposit (EMD)

- All bids must be accompanied by an earnest money of Rs.10,000/- (Rupees ten thousand) only. 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:

- a. 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
- b. In the case of a successful Bidder, if the Bidder fails;
- c. To sign the Contract in accordance or

4.4 Place of opening of technical bid:

WBTDCL, Udayachal Tourism Property, DG Block, Sector II, Saltlake.

4.5 Documents comprising the bids:

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

4.6 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.

4.7 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 process or in contract execution;

“Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement 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, non-competitive 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.

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.

4.8 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 case 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 attorney 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 Bidders shall be annexed to the bid.
- Any change in the Principal Officers shall be intimated to authority in advance.

4.9 Local/Site Conditions Place of opening of technical bid:

- 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.

4.10 Consortium

Consortium is not allowed.

4.11 Date for Receipt of Bids

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.

4.12 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

4.13 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.

4.14 Address for Correspondence

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

4.15 Contacting WBTDC

No Bidder shall contact the WBTDC 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, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

4.16 Opening of Technical Bids by the WBTDC

- WBTDC 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.

4.17 Evaluation of Bids

- The selected Bidders must possess the strength and capabilities in providing the services necessary to meet the WBTDC'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 WBTDC for the period of the contract.
- The evaluation process of the tender proposed to be adopted by the WBTDC is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the WBTDC may adopt. However, the WBTDC 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.

4.18 Preliminary Examination

- The WBTDC will examine the bids to determine whether they are complete, whether the bid format conforms 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 WBTDC and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

4.19 Clarification

When deemed necessary, during the tendering process, the WBTDC may seek clarifications or ask the Bidder to make technical presentations on any aspect from any or all the Bidder.

4.20 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 know-how and the financial wherewithal that would be required to successfully provide the support services sought by WBTDC 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.

4.21 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 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) **“WBTDCL”** means the organization purchasing the service includes an officer who is authorized on behalf of the WBTDCL
- d) **“The Vendor”** means the firm(s) providing the hands and services under this Contract;

5.2. Contract Performance Security

- The earnest money deposited at the time of tender may be converted towards performance security amount or alternatively the bidder, taking the EMD back, may deposit a fresh performance security of equivalent amount.
- Performance security shall be payable as compensation to the WBTDCL 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 WBTDCL
- 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 WBTDCL or WBTDCL representative that the actual progress of work does not conform to the approved program the Bidder shall produce at the request of the WBTDCL 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 manpower, 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 WBTDCL 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 Bidders 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 therewith 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 WBTDCL, Bidder detects any obstructions affecting the work, the Bidders shall take all measures to overcome them.
- Bidders 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 WBTDCL
- 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 WBTDCL 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 WBTDCL 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 WBTDCL or his Representative the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by the Director of Tourism, WBTDCL or his Representative. The Bidder shall forthwith remove and shall not again deploy the person in question off the work site without the written consent of the WBTDCL Representative.
- The WBTDCL'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 Bidders 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 or owned by the WBTDCL, to any outside agency without prior written permission from the WBTDCL.

- The Bidders 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 WBTDCL.

5.8. Change Order

- The change order will be initiated only in case:
 - a. The Director of Tourism, WBTDCL 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 Director of Tourism, WBTDCL and for which cost and time benefits shall be passed on to the WBTDCL,
 - c. WBTDCL 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 **Executive Engineer WBTDCL** or her 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 **Executive Engineer WBTDCL**, WBTDCL for the drawings, specification, purchase requisitions and other documents submitted by the Bidder for approval, the Bidders 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 **Executive Engineer WBTDCL**,

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 **Executive Engineer WBTDCL** 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 **Executive Engineer WBTDCL** to enable the WBTDCL to give a final decision whether Bidders should proceed with the change order or not in the best interest of

the works. The estimated cost and time impact indicated by Bidders 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 **Executive Engineer WBTDCL** 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 **Executive Engineer WBTDCL** 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 Bidders shall submit necessary backup documents for the change orders showing the break-up of the various constituting the change order for the WBTDCL 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 within a limit of $\pm 25\%$ and the Time Schedule shall be adjusted on account of the Extra work / Change orders as maybe 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 Bidders shall, if ordered in writing by the **Executive Engineer WBTDCL**, WBTDCL 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 damages 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.
- Invoices should be raised in favour of the **Executive Engineer WBTDCL**, Udayachal Tourism Property, DG Block, Sector II, Saltlake.
- Invoices should be accompanied by work done certificate duly issued by the **Executive Engineer WBTDCL** or her Representative

5.13 Termination

WBTDCL 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 **Executive Engineer WBTDCL** 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 **Executive Engineer WBTDCL**'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 WBTDCL, 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 WBTDCL, at its discretion, may without prejudice to any other right or remedy available to **Executive Engineer WBTDCL** 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 Additional Director Ex-Officio Joint Secretary, WBTDCL may consider cancellation of contract.

5.15 Dispute Resolution

The **Executive Engineer WBTDCL** and the Bidder shall make every effort to resolve amicably by direct informal 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 **Executive Engineer WBTDCL** in 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 WBTDCL, under or by virtue of or arising out of, this contract, nor shall the WBTDCL entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favour of the **Executive Engineer WBTDCL** in such forms as shall be required by the **Executive Engineer WBTDCL** 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 **Executive Engineer WBTDCL**, 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. Photocopy of 1st page of bank passbook 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 **Director of**
Tourism, WBTDCL,

New Secretariat Building,
Block A, 3rd floor. 1, KS
Roy Road, Kolkata 700001

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 dais, light, etc. (Part-I/Part-II) for Programme of **“designing, branding and implementation of the programme for the Christmas festival 2024 during the period from XX.12.2024 to XX.XX.202X** being organized by WBTDCL, 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 Design
ation

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
2. Only downloaded copies of the above documents are to be uploaded virus scanned 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 schedule 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 **Director of Tourism**, WBTDCL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- ✓ WBTDCL 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 notes that following recurring expenses shall be reimbursed on actual: Diesel Cost
- ✓ The Unit Rate as mentioned in the following format shall be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, WBTDCL 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 prices 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, 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 the amount in figures shall prevail subject to above.

Evaluation

Procedure SECTI

ON- VI

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. 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. **From among the technical qualified bidders, the bidder quoted lowest financial bid will be selected.**

N.B.

WBTDCL RESERVE THE RIGHT TO REJECT THIS QUOTATION NOTICE IN WHOLE OR IN PART BY GIVING THE BIDDER PRIOR AND WRITTEN NOTICE INDICATING ITS INTENTION TO REJECT THE SAME UNDER ANY CIRCUMSTANCES AT ANY POINT OF TIME WITHOUT ASSIGNING ANY REASONS THEREOF.