



**Government of West Bengal
Directorate of ESI (MB) Scheme, W.B.
Block- GB, Sec – III, Saltlake City,
Kolkata – 700 097**

Tender reference no.: DESI/NIT/JULY-01/2024-25

NOTICE INVITING TENDER

**Tender Notice for the work related to Sampriti rally of different religions and community
in connection with Independence Day 2024**

On behalf of the Department of Labour, Govt. of West Bengal the undersigned invites e-tender from resourceful event management agencies **for the work related to Sampriti rally of different religions and community in connection with Independence Day 2024**. Interested event management agencies must submit the proposal through the e-tender portal at <https://wbtenders.gov.in> within or before the time period mentioned in the tender document.

**Sd/-
DIRECTOR
Directorate of ESI (MB) Scheme, W.B.
Govt. of West Bengal**

Tender Schedule:

Sl. No.	Events	Date & Time
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	29/07/2024
2.	Bid submission start date (On line)	30/7/2024 from 12 P.M.
3.	Bid Submission closing (On line)	03/08//2024 – 12:30 PM
4.	Date of opening of Technical Bid (online)	05/08/2024 – 12:30 PM
5.	Date for Technical presentation	06/08/2024 – 11:00 PM
6.	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 **“The work related to Sampriti rally of different religions and community in connection with Independence Day 2024”** being organized by Information & Cultural Affairs Department, Nabanna, 325 Sarat Chatterjee Road, Howrah-711102. 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.

The major components of the work are:

Issuer:

Director, Directorate of ESI (MB) Scheme, W.B., Govt. of West Bengal.

Contact Person:

Additional Director, Directorate of ESI (MB) Scheme, W.B., Govt. of West Bengal

Key Events & Dates:

As mentioned in the tender schedule

Procurement of Document:

The bid documents are available for download from <https://wbtenders.gov.in> from 29/07/2024.

Estimated amount, EMD, Venue and Deadline for submission of Proposal:

The estimated amount of this tender is Rs. 9,46,832/- (Rupees nine lakh forty six thousand eight hundred and thirty two only) including all Govt. taxes subject to the actual work done as per certification of the officials concerned, upon physical verification of the work done. So, 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 as per tender rule process mentioned at e-Tender portal. The Earnest Money of the successful bidder will be retained and adjusted against the Security Deposit.

DIRECTOR

**Directorate of ESI (MB) Scheme, W.B.
Govt. of West Bengal**

1.7 The major responsibilities of the bidder shall include:

Bids are invited for **“The work related to Sampriti rally of different religions and community in connection with Independence Day 2024”**. A bidder has to bid for entire work covered under part (i) NIT or (ii) BOQ or part (i) Technical & (ii) Financial both, the scope of works given herein the document. The rates should be quoted showing break up of various items associated with the designing and implementation of the events so as to analysis the bid in a transparent way. In order to the work related to Sampriti rally of different religions and community in connection with Independence Day 2024, intention of the authority of Directorate of ESI (MB) Scheme, W.B. 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. The Director, Directorate of ESI (MB) Scheme, W.B. reserves the right to cancel the tender at any time during the Tender process or after completion of the tender process at his/her own discretion, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.

Eligibility Criteria

SECTION - II

2. Section II – Eligibility Criteria:

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

SL.	Clause	Documents Required
1	The bidder should be a registered firm. The company/agency must be registered with appropriate regulatory authorities for all applicable statutory duties/taxes.	Valid documentary proof of: <ul style="list-style-type: none">✓ Trade License✓ Proof of Office Address in Kolkata Municipal Corporation/ Howrah Municipal Corporation/ Bidhannagar Municipal Corporation area✓ Copy of Income Tax Return for last 3 years upto assessment year 2023-24✓ Copy of GST Return upto Financial Year 2023-24 (Q4) (if applicable)✓ Audited balance sheet for the last 3 years upto financial year 2022-23.✓ Bank solvency certificate or bank statement to the tune of Rs. 7 Lakh not older than three months from the date of publication of NIT in Portal.✓ Financial turnover in the last year (Audited Balance Sheet) to the tune of Rs. 30 Lakh✓ The Agency should have experience of having executed atleast one similar type of work for Government Department/ Govt. Organisation/ Government Agency/ Local Self Government/ PSU/ Parastatal body amounting to Rs. 10 Lakh during last 5 years.✓ Work Experience certificate/ documentation
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 experience of similar works.
3	The bidder should furnish, as part of its bid, an Earnest Money deposit of Rs. 20,000/- (Rupees twenty thousand) only	<ul style="list-style-type: none">• 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 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, and with prior instruction to this end.	Self certification must be produced.
5	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government Agency.	<ul style="list-style-type: none">• (Sworn before the Notary Public / Judicial Magistrate/Executive Magistrate on or after the date of publication of the Tender Notice)

		<ul style="list-style-type: none"> • As per Form VI of this NIT
6	Bank solvency certificate or bank statement to the tune of Rs. 7 Lakh not older than three months from the date of publication of NIT in Portal.	<ul style="list-style-type: none"> • Bank's Solvency certificate by authorized signatory with relevant documents in its support. • Documentary proof

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

Scope of Work

SECTION – III

Scope of Work :

1 Scope of Work:-

- i) The work has to be undertaken on a strict time schedule basis and will include all aspects of the work related with 'Sampriti Rally' i.e. from conceptualization, preparation from time to time as per the requirement and instructions and presentation of it. It includes fabrication with the live models (if any), modifications thereof as per requirements and instructions; presentation of the model before the scheduled time as per the requirement of the department;
- ii) Providing suitable /appropriate lyrics, composing music, arrangements of artists and actual pre-recording of the music for use in the programme, if required.
- iii) Arrangement of artists/volunteers/any other skilled/unskilled persons for the programme on trailer and arrangement of necessary things.
- iv) The job will also involve actual presentation and display of items related to Sampriti Rally during the Independence Day, full dress rehearsal and all rehearsals prior to 15th August 2024.
- v) A banner with the name and design of the programme and the name of the Department is to be displayed on each day of rehearsal.
- vi) The project would also include any other work that may have direct or indirect bearing with the fabrication and presentation and may facilitate the project in any manner.
- vii) The Department will have the right to modify, change, accept or reject the work in totality or any part thereof or cancel the project at any stage without assigning any reason.
The copyright of the work shall vest with the Department and it would have rights on the awards won, if any. The Department also retains the right to retain the complete model in useable condition (less tractor/trailer provided by tenderer). The tenderer will also be responsible for mounting the model on a vehicle and to be provided by them on hire basis.
- viii) Dismantling and removal of material has to be done by the Tenderer at its own cost, hence the same may be factored in the financial quote.
- ix) Dismantling should be done in such a manner as to enable the Department to use the model in any way it deems fit.
- x) Any form of canvassing shall be deemed as reason for disqualification.
- xi) The authority is, however, not bound to procure all services as suggested and/or specified by the bidder for the events.
- xii) The tender inviting authority reserves the right to procure the entire or part services and value of the contract in such case, will be determined accordingly.
- xiii) The tender inviting authority reserves the right to cancel the tender at any time during the Tender process or after completion of the tender process at his/her own discretion, without assigning any reason, whatsoever, without any requirement of intimating the bidder of any such change.
- xiv) The major responsibilities and scope of work as specified in this Tender Document are indicative only and not exhaustive in any manner.**

2. Time frame

- i) The Tenderer selected for execution of the job has to complete the work as per deadlines and time schedule fixed by Labour Department for completion of various stages of the work including rehearsal.
- ii) The designated officer in-charge will have the right to make necessary modifications/alterations in the layout till the last moment in order to ensure that a quality product is finally put on display.
- iii) Failure to meet the time schedules will invite penalty @ 5% of the contract value per day. iv) After the event is over, the Tenderer shall be responsible for dismantling and removing the materials as per the prescribed time schedule of I&CA Department and shall be liable to 'pay any demurrage' that might be imposed by I&CA Department for noncompliance of dismantling schedule.

Size of the flex and banner: -15' X 3'

Size of the placard – 2' x1' Size of the male cades – 7 to 10 no.

Size of the female cades – 4 to 6 no.

Raincoat should be free size for adults.

Items in the BOQ for the work related to Sampriti rally of different religions and community in connection with Independence Day 2024.

Sl. No.	Description	Qty	Days
1.	Degining of big thematic props containing information and photographs	1	1
2.	Degining of big flex with all materials containing information and photographs	1	1
3.	Degining of 100 nos. of placards containing information and photographs	100	1
4.	Degining of 100 nos. of sash and caps containing information and photographs	100	1
5.	Shoe for girls and men	100	1
6.	Co-Ordination for walk past at the time of rehearsal days and final day for 50 participants	50	6
7.	Raincoat	100	1
8.	Male promoter	10	6
9.	Supervisor	2	6
10.	Transportation & Logistics	Gross	
Total			
GST			
Grand Total			

Instructions to Bidders

SECTION - IV

4. Section IV - Instruction to Bidders:

Cost of Bidding:

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

The Bidding Documents:

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

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.

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.

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

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

Procedure for Submission of Bids:

General guidance for e-Tendering:

a) Digital Signature certificate(DSC):

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

b) Submission of Tenders:

Tenders are to be submitted through online to the website wbttenders.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 readableformats).

(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

- EMD to be deposit through RTGS &NEFT
- Non-statutory Cover Containing the following documents:

The bidder must upload the following documents

(a)	Trade License
(b)	Proof of Office Address in Kolkata Municipal Corporation/ Howrah Municipal Corporation/ Bidhannagar Municipal Corporation area
(c)	Copy of Income Tax Return for last 3 years upto assessment year 2023-24
(d)	PAN Card
(e)	Copy of GST Return upto Financial Year 2023-24 (Q4) (if applicable)
(f)	P Tax Registration Certificate
(g)	Application submitted in Form-V

(h)	Bidder's Information Sheet in Form-I
(i)	Authorization letter of signatory from the Company for DSC in Form-III
(j)	Declaration of Acceptance of Terms and Conditions Form II
(k)	Annexure IV (Certification from Chartered Firm Annual Turn over of the bidder)
(l)	Affidavit for No Conviction& non blacklisting from Notary Public/Judicial Magistrate/Executive Magistrate, as per Form- VI
(m)	Check list Form-VII
(n)	Last three years audit report.
(o)	The Agency should have experience of having executed atleast one similar type of work for Government Department/ Govt. Organisation/ Government Agency/ Local Self Government/ PSU/ Parastatal body amounting to Rs. 5 Lakh during last 5 years.
(p)	Bank solvency certificate or bank statement to the tune of Rs. 7 Lakh not older than three months from the date of publication of NIT in Portal.

(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.

(Each row of the "Basic Price" Column in the BOQ must be filled up with either value in Rupees or kept blank but filled up with "0" (zero) will mean the vendor is ready to work that field in free of cost.)

Earnest money deposit (EMD)

- All bids must be accompanied by an earnest money of Rs. 20,000/- (Rupees twenty thousand) only in the form NEFT or RTGS. No interest shall be paid on the earnest money under any circumstances.
- No interest shall be paid on the earnest money under any circumstances.
- The Earnest money to the bidder(s), who fail(s) to qualify for the technical bid, will be returned by the authority as per the norm of e-tender procedure (through online) within 2 months of opening of the pre-qualification bid.

DIRECTOR

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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 to sign the Contract in accordance etc.

Place of opening of Technical bid:

Directorate of ESI (MB) Scheme, W.B., GB Block, Sec-III, Saltlake City, Kolkata – 700 097

Documents comprising the bids:

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

Firm Prices:

- Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. 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.

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, noncompetitive levels; and

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

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.

Bidder Qualification

- The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases he / she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by authorized
- Representative or the principal as the case maybe.
- 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 Bidder shall be annexed to the bid.
- Any change in the Principal Officer shall be intimated to authority in advance.
- Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents

Bids will be received by the authority as mentioned Tender Schedule. Bidder must submit their proposal using Digital Signature online as per the schedule mentioned in tender schedule.

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.

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

Address for Correspondence

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

Contacting the Tender Inviting Authority

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

Opening of Technical Bids

- Tender Committee of Directorate of ESI (MB) Scheme, W.B., 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.
- Tender Committee will evaluate all 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.

Evaluation of Bids

The selected Bidders must possess the strength and capabilities in providing the services necessary to meet the requirements, as described in the Tender Documents. The Bidder must possess the technical know-how that would be required to provide all the services successfully sought by the tender inviting authority, is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the tender inviting authority may adopt. However, the tender inviting authority 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.

Preliminary Examination

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

Clarification

When deemed necessary, during the tendering process, the tender inviting authority, may seek clarifications or ask the Bidder to make Technical presentations on any aspect from any or all the Bidder.

Evaluation of Eligibility Criteria

Tender committee as formed will evaluate all 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 tender inviting authority 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.

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:

Definitions

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

- a) **“The Contract Price”** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- b) **“The Services”** means those services ancillary to the implementation of the events, such as transportation and insurance, and any other incidental services, such as installation, commissioning, maintenance, provision of technical assistance, facilities management and other obligations of the Supplier covered under the Contract;
- c) **“The Vendor”** means the firm(s) providing the and services under this Contract;

Contract Performance Security

- ✓ Vendor has to submit the order acceptance promptly within 24 hours or earlier from the date of issue of work order.

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 I&CA Department 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 I&CA Department or I&CA Department representative that the actual progress of work does not conform to the approved program the Bidder shall produce at the request of the I&CA Department 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 I&CA Department 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.

Knowledge of Site Conditions

- The Implementation Agency's undertaking of this Contract shall be deemed to mean that the Bidder possesses the knowledge of all necessary requirements as stipulated in the Tender Document including.
- The Bidder shall be deemed to have understood the requirements and have satisfied himself with the data contained in the Bidding Documents, the quantities and nature of the works and materials necessary for the completion of the works, etc., and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities there with under the Contract and his ability to perform it. However, if during the process of site preparation and installation of the equipment at the venues, as required by I&CA Department , Bidder detects any obstructions affecting the work, the Bidder shall take all measures to overcome them.
- Bidder shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the Bidder undertaking the works shall cover all the Implementation agency's obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions with the I&CA Department.
- 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 I&CA Department Representative.

Implementation Agency's Team

- 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 LABOURDEPARTMENT 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 Director of Information, LABOURDEPARTMENT or his Representative the person in question has misbehaved himself or his deployment is otherwise considered undesirable by the Director of Information, LABOURDEPARTMENT or his Representative. The Bidder shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of the I& C A DEPARTMENT Representative.
- The LABOURDEPARTMENT'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.

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 LABOURDEPARTMENT, to any outside agency without prior written permission from the LABOURDEPARTMENT.
- ✓ The Bidder shall adhere to the Information Security policy developed by the government.

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 I& C A DEPARTMENT.

Change Order

- The change order will be initiated only in case:
 - a. The Director of Information, LABOURDEPARTMENT 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 Information, LABOURDEPARTMENT and for which cost and time benefits shall be passed on to the LABOURDEPARTMENT,
 - c. LABOURDEPARTMENT 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 **Director of Information, LABOURDEPARTMENT** 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 **Director of Information, LABOURDEPARTMENT** for the drawings, specification, purchase requisitions and other documents submitted by the Bidder for approval, the Bidder shall respond in writing, which item(s) of the Comments is/are potential changes(s) in the "Scope of work" at Section-III of the tender document covered in the Contract and shall advise a date by which change order (if applicable) will be submitted to the **Director of Information, LABOURDEPARTMENT**.

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 **Director of Information, LABOURDEPARTMENT** 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 **Director of Information**, LABOURDEPARTMENT to enable the LABOURDEPARTMENT to give a final decision whether Bidder should proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by Bidder shall be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order.
- ✓ In case Bidder fails to submit all necessary substantiation/calculations and back up documents, the decision of the **Director of Information**, LABOURDEPARTMENT 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 **Director of Information**, LABOURDEPARTMENT or her Representative pending settlement between the two parties to the effect whether such requirement constitutes a change order or not as per the terms and conditions of Contract documents. The time and cost effects in such a case shall be mutually verified and recorded.
- ✓ The Bidder shall submit necessary back up documents for the change order showing the break-up of the various constituting the change order for the LABOURDEPARTMENT review.

Conditions for extra work/change order

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

Suspension of Work

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

Payment Schedule and procedure:

- Payments will be released as per agreed terms and conditions mutually settled with the successful bidder.
- Invoice should be raised in favour of the **Director of Information**, LABOURDepartment.
- Invoice should be accompanied by work done certificate duly issued by the **Director of Information**, LABOURDEPARTMENT or her Representative

Termination

LABOURDEPARTMENT may, terminate this Contract in whole or in part by giving the Bidder prior and written notice indicating its intention to terminate the Contract at any time or under the following circumstances:

- ❖ Where the **Director of Information**, LABOURDEPARTMENT 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 **Labour DEPARTMENT**" 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 LABOURDEPARTMENT , in relation to any of terms of the Implementation Agency" s Bid, the Tender or this Contract

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 LABOURDEPARTMENT , at its discretion, may without prejudice to any other right or remedy available to the

Director of Information, LABOURDEPARTMENT 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 Director of Information, LABOURDEPARTMENT may consider cancellation of contract.

Dispute Resolution

The **Director of Information**, LABOURDEPARTMENT 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 **Director of Information**, LABOURDEPARTMENT 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.

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.

“No Claim” Certificate

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

Publicity

The Bidder shall not make a public announcement or media release about any aspect of this Contract unless the **Director of Information**, LABOUR DEPARTMENT first gives the Bidder its written consent.

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

1. Name of
Applicant (Firm)
: Office Address:

Telephone No. :

Mobile No. :
Fax No. :

2. Office Address

I) Telephone No. :

Mobile No.:
Fax No. :

II) E-mail id (Mandatory):

3. Name and address of Bank & Branch:

4. Bank Account No. :
5. IFSC CODE of that Branch :
6. MICR CODE of the Branch :
7. Bank Account Type :

8. Photo copy of 1st page of bank pass book along with a original cancelled cheque. A. 4. Attach an organization chart showing:

9. Structure of the
10. company with names
11. names of Key personnel and technical staff
12. PAN NO.:

Form II – Declaration of Acceptance of Terms and Conditions

To,
The Director
ESI (MB) Scheme, W.B.
Saltlake city, Kolkata -97

Sir,

I have carefully gone through the Terms & Conditions contained in the document [No.] regarding Appointment of an Agency for “**the work related to Sampriti rally of different religions and community in connection with Independence Day 2024**” being organized by I & CA Department.

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

Yours faithfully,

(Signature of the Bidder)

Printed Name
Designation

Seal

Date:

Business Address:

Form III:-Authorization letter in favour of the applicant from the competent authority - (if the applicant is not the Sole Proprietor / Authority)

(To be furnished in the Company" s official letter pad with full address and contact no, email address etc)

(TO WHOM IT MAY CONCERN)

This is to certify that Mr. (Name), employee of this Organisation as..... (Official Designation) is hereby authorised to submit tender online, Vide NITNo.....,Dated..... on behalf of the Organisation. Sri holds the DSC from NIC to submit the bid on-line

Signature of the competent authority
Name in Block Letters.....
Designation.....
Seal

.....

(Signature of the Authorised Person)

Signature of Mr.....

.(Designation), is hereby attested.

Signature of the competent authority

Name in Block Letters.....

Designation..

Seal

Form IV:- Certificate from Chartered Firm in the official pad

This is to certify that having been examined the audited Balance Sheet & P/L accounts and other records of
M/S having its official address at
.....

It is also certified that Annual Turnover of the firm for the Financial years 2020-21, 2021-22 & 2022-23 are
Rs.....lakh, Rs.....lakh. & Rs.....lakh. respectively (as per P/L accounts & Balance Sheet of the
firm submitted)

Signature of the Chartered Firm with Registration No

Countersigned

Signature of the authorised signatory (bidder)

Form-V

APPLICATION FORMAT

(To be furnished in the Company's official letter pad with full address and contact no,
Email, address etc)

(To be submitted on the Letter head of the consultant)

To,
The Director
ESI (MB) Scheme, W.B.
Saltlake city, Kolkata -97

Subject: Submission of bid in response of thee-tender no

Dear Sir,

1. Having examined the NIT document, we, the undersigned, herewith submit our bidding response to your NIT No. in full conformity with the said NIT document.
2. We have read and understood the provisions of the NIT document and confirm that these are acceptable to us.
3. We agree to abide by this bid, consisting of this letter, the detailed response to the NIT and all attachments, and validity of the bid shall be for a period of 120 days from the date of opening of the Financial Bid.
4. We hereby declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
5. We certify that we have not been blacklisted by any department/ society/ body/organization of central/ state government.
6. We hereby declare that all the information and statements made in this bid are true and we accept that any misrepresentation/ wrong information contained in it or suppression of material or relevant facts/ figures may lead to our disqualification.

Yours faithfully,

(Signature of the Bidder)

Printed Name
Designation

Seal

Date:

Business Address:

Affidavit Proforma

(On Non Judicial Paper worth Rs 50.00)

(Sworn before the Notary Public / Judicial Magistrate/Executive Magistrate on or after the date of publication of the Tender Notice)

I, Sri/Smt.
the Managing Director/Proprietor (etc.) of the Firm.
,(Name of the firm)

At(address).....

P.O... ..

P.S.....Dist.....

do hereby solemnly affirm and declare as follows:

1. That I have not ever been convicted of any offence making myself liable to be disqualified for any work of Govt. or Govt. undertaking Organization /Institution in the State of West Bengal or other State or States.
2. That no case is pending against me or against my firm in any criminal court of law in the State of West Bengal or other State or States.
3. That my firm is not debarred/blacklisted as a whole or part thereof at present by any Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States of India.
4. That, I also declare that if any information subsequently found incorrect or false will it automatically render the tender submitted by me cancelled and make me liable for penal/legal action as per law of the country.
5. That I do further affirm that the statements made by me in this tender are true to the best of my knowledge and belief and all the documents attached are genuine & correct.

Signature of the Deponent(s).

Name in Block letters:

Designation:

Form-VII

FORMAT FOR CHECK LIST

NIT No-

Dated, Kolkata.....

Name of the bidder :

Full address of the Bidder:

E mail _.....

Contact person to Bidder & Mob. No. :-

Sn	Items	Pl mark ✓		Folder name & Page no
1.	Application submitted in Form-V	Yes	No	
2.	Bidder's Information Sheet in Form-I	Yes	No	
3.	Authorization letter of signatory from the Company for DSC in Form-III	Yes	No	
4.	Declaration of Acceptance of Terms and Conditions Form II	Yes	No	
5.	Certification from Chartered Firm Annual Turnover of the bidder Form -IV	Yes	No	
6.	Affidavit for No Conviction& non blacklisting from Notary Public/Judicial Magistrate/Executive Magistrate, as per Form- VI	Yes	No	
7.	Copy of PAN Card of the Bidder Company	Yes	No	
8.	Valid 15 digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act, 2017	Yes	No	
9.	Copy of GST Return upto Financial Year 2023-24 (Q4) (if applicable)	Yes	No	
10.	Trade License/ Enlistment Certificate	Yes	No	
11.	Registration with Registrar of Companies	Yes	No	
12.	Copy of Income Tax Return for last 3 years upto assessment year 2023-24	Yes	No	
13.	P/L Accounts & Balance sheet for the year 2020-21,21-22 and 2022-23	Yes	No	
14.	Details of credential	Yes	No	
15.	Acceptance of Terms of Conditions	Yes	No	
16.	Bank solvency certificate or bank statement to the tune of Rs. 7 Lakh not older than three months from the date of publication of NIT in Portal.	Yes	No	

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 (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 applicable and/or payable.
- ✓ The **Director , ESI (MB) Scheme, W.B.** reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- ✓ The tender Inviting Authority shall take into account all Taxes, Duties & Levies for the purpose of Evaluation
- ✓ The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- ✓ The bidder to note that following recurring expenses shall be reimbursed on actual:
Diesel Cost
- ✓ The Unit Rate as mentioned in the following form at shall be used for the purpose of Change Order' for respective items, if any. However, based on the market trends, LABOURDEPARTMENT retains the right to negotiate this rate for future requirements

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

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

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

SECTION – VI

PROCESS OF EVALUATION AND SELECTION

The **credentials of the bidders as uploaded online** will be examined first. In case a bidder does not meet the criteria for eligibility, his Creative and Financial Bids will not be opened.

- For all bidders eligible as per to the prescribed criteria, the **creative proposals will be evaluated by the Tender Committee. The qualified bidders will be given the opportunity to make presentation/s to the Committee on a specified date as mentioned in the tender document.**
- ANNEXURE-II :CRITERIA FOR EVALUATION OF BIDS**

1	Suggested Marking System		Total Marks	Marks Scored
	A.	Technical Offer Evaluation		
	1	Presentation of concept plan for the entire work considering the presence of VIPs / high officials and dignitaries and related works along with man management services, details of the programme.	35	
	2	Prior experience of having executing similar type of work for Government Department/ Govt. Organisation/ Government Agency/ Local Self Government/ PSU/ Parastatal body	30	
	3	Whether the Agency has an office in Kolkata Municipal Corporation/ Howrah Municipal Corporation/ Bidhannagar Municipal Corporation (with documentary proof), and the number of permanent staff/ technical persons at its disposal for handling such a large/ important event	15	
	4	Financial turnover during the last financial year (audit balance sheet): (1) Rs. 25,00,000 and above = 20 marks (2) Rs. 20,00,000 to less than Rs. 25,00,000 = 15 Marks (3) Rs. 15,00,000 to less than Rs. 20,00,000 = 10 Marks (4) Rs. 10,00,000 to less than Rs. 15,00,000 = 5 Marks	20	
		Total: Marks for Technical Evaluation.	100	
	B.	Financial Offer Evaluation	100	
2	The technical proposal should score more than 70 marks out of 100 to be considered for Financial Evaluation.			

Selection Stage – I (Technical Bid Evaluation)

On the basis of technical evaluations a short list will be prepared on the basis of the marks obtained by the respective bidder and the list will be published on the website www.wbtenders.gov.in. To qualify for the financial bid, the bidders must have to score **more than 70 marks** in 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. **Among short listed agency qualified in technical bid stage, ordinarily the bidder quoting lowest financial rate (L1) will be selected for the work unless reasons for not selecting the said Bidder are recorded in writing by the Committee and made known to all concerned.**