



WEST BENGAL STATE COUNCIL OF TECHNICAL & VOCATIONAL EDUCATION AND SKILL DEVELOPMENT

(A Statutory Body under Government of West Bengal Act XXVI of 2013)

Karigari Bhavan, 4th Floor, Plot No. B/7, Action Area-III, Newtown, Rajarhat, Kolkata-700160

Memo no. WBSCTVESD/TED/2015-2016/ 285

Dated : 06.02.2016

Proposals for Engagement of Event Management agency for organizing Utkarsh Bangla-2016 on 16th February, 2016 at Netaji Indoor Stadium are invited from experienced and reputed event management agencies. The suitable agency will be selected after considering its experience, credentials, innovative ideas, presentations (soft and printed specimens) as well as financial quote.

The agency must submit the proposal through e-tender portal www.wbtenders.gov.in. A pre-bid meeting will be held on 08/02/2016 at 2.30pm Karigori Bhavan, Rajarhat Newtown, Kolkata- 700 160 and the bidders may attend the meeting before submitting their proposals.

Kindly attach all documents along with the proposal.

*Chief Administrative officer ,
WBSCT&VE&SD*

Tender Schedule:

Sl.	Events	Date & Time
1	Date of Publishing tender	06.02.2016
2	Documents download (Online)	06.02.2016
3	Bid Clarificatory meeting to be held at Karigori Bhavan, Rajarhat Newtown, Kolkata- 700 160	08.02.2016 – 12.30pm
4	Bid submission start date (On line)	07.02.2016
5	Bid Submission closing (On line)	13.02.2016 – 12.00noon
6	Last Date of submission of original copies for Earnest Money Deposit (Off line) along with the creative proposal	13.02.2016 – 11.00am
7	Date of opening of Technical Bid (online & offline)	13.02.2016 – 11.30pm
8	Date of uploading list for Technically Qualified Bidder	13.02.2016 – 2.00pm
9	Date of opening of financial bid (online)	13.02.2016 – 4.00pm

Invitation for Bids

SECTION – I

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

The invitation to bid is for “**Engagement of Event Management agency for organizing organizing Utkarsh Bangla-2016 on 16th February , 2016 at Netaji Indoor Stadium**” 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:

CAO, WBSCT&VE&SD, Kolkata-700 160.

1.2 Contact Person:

CAO, WBSCT&VE&SD, Kolkata-700 160.

1.3 Key Events & Dates:

As mentioned in the tender schedule

1.4 Venue and Deadline for submission of Proposal:

Earnest Money of Rs. 1,50,000/- (Rupees One lakh Fifty Thousand) only by Demand Draft drawn in favour of “**West Bengal State Council of Technical & Vocational Education & Skill Development**”, payable at Kolkata 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. The Earnest Money of the successful bidder will be retained and adjusted against the Security Deposit. Bidder must submit the original EMD and Cost of Tender paper along with proposal offline to the office of Karigori Bhavan which must cover indicative illustration of organizing different events.

**Chief Administrative Officer,
WBSCT&VE&SD
Plot No. B/7, Action Area-III, Rajarhat, Newtown, Kolkata-700160**

1.7 The major responsibilities of the bidder shall include:

Bids are invited for “Engagement of Event Management agency for organizing for organizing organizing Utkarsh Bangla-2016 on 16th February , 2016 at Netaji Indoor Stadium”. A bidder has to bid for entire work covered under the scope of work given herein the document. The rates should be quoted showing break up of various items associated with the implementation of the events so as to analysis the bid in a transparent way. In order to integrate all the events associated with the Utkarsh Bangla-2016, intention of the authority of WBSCT&VE&SD would be to have a complete proposal from the bidders. The authority of WBSCT&VE&SD, however, is not bound to procure all services as suggested and/or specified by the bidder for the events. The said authority reserves the right to procure the entire or part services and value of the contract will be determined accordingly.

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

Eligibility Criteria

SECTION - II

2. Section II – Eligibility Criteria:

The bidder must possess the requisite experience, 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 WBSCT&VE&SD. 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 Private/Public Limited company registered under the Companies Act, 1956 or a firm or sole proprietorship firm. The company/firm should be in existence for more than 3 years as on 31.03.2012 and should have their registered offices in India. The company/agency must be registered with appropriate authorities for all applicable statutory duties/taxes.	<i>Valid documentary proof of:</i> Certificate of incorporation Certificate of Commencement Copy of Memorandum of Association <i>Valid documentary proof of:</i> Central Sales Tax/VAT number. Service Tax registration number. Income Tax registration/PAN number Income Tax returns for the last three years
2	The bid can be submitted only by an established house that has an experience of providing such services and should have been in the business for more than three years as on 31.03.2015.	<ul style="list-style-type: none"> • Self certification by authorized signatory with relevant documents in its support. • Work Orders confirming year and area of activity
3	The bidder should have commissioned any project on turnkey solution during the last Three (3) years till date having work value not less than 50 lakhs.	Copy of work orders/client/Completion certificates confirming the order value/cost.
4	The bidder should furnish, as part of its bid, an earnest money deposit of Rs 1,00,000/- (Rupees one lakhs) only.	In the form of Demand Draft from a Nationalized/Scheduled Bank in India, in favour of "WBSCT&VE&SD", payable at 'Kolkata'.
5	The bidder shall commit that the key personnel to be employed for the project who have been sufficiently experience in the similar types of work and that once assigned to the project will not be moved out of it, except for reasons beyond the control of the bidder.	Self certification required.
6	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government Agency.	Declaration in this regard by the authorized signatory of the bidder.

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 WBSCT&VE&SD 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

As mentioned in BOQ & Annexure of this tender Document

Instructions to Bidders

SECTION - IV

4. Section IV - Instruction to Bidders:

4.1 Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of its bid, and the authority of the Council will in no case be responsible or liable for these costs, regardless of the conduct or 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 of WBSCT&VE&SD shall not be responsible for any postal delay in non-receipt /non- delivery of the documents.

4.3 Procedure for Submission of Bids:

General guidance for e-Tendering:

a) *Digital Signature certificate (DSC):*

Each agency is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated 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 above. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

b) **Submission of Tenders:**

Tenders are to be submitted online to the website www.wbtenders.gov.in in two folders at a time for each work, one in Technical Proposal & the other Financial Proposal before the prescribed date & time using the Digital Signature Certificate

(DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

(I) Technical Proposal:

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

Statutory Cover containing the following documents: FEE DETAILS

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

The bidder must upload the following documents

(a)	Trade License
(b)	Proof of office address at Kolkata
(c)	Audited balance sheets for the last 3 financial years.
(d)	Service Tax Registration Certificate
(e)	Income Tax Returns for the last two assessment years
(f)	PAN Card
(g)	Testimonial from at least three clients in each activity over the last two years
(h)	P Tax Registration Certificate
(i)	Certificate of Incorporation
(j)	Filled up Format 1 – Declaration of Acceptance of Terms and Conditions

(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 in item rate boq inclusive off all. online through computer in the space marked for quoting rate in the BOQ

4.4 Earnest money deposit (EMD)

- All bids must be accompanied by an earnest money of Rs. 1,00,000/- (Rs. One lakh) only in the form of Demand Draft in favour of “WBSCT&VE&SD”. No interest shall be paid on the earnest money under any circumstances.
- The draft of earnest money to the bidder(s), who fail(s) to qualify for the technical bid, will be returned back by the Council to the authorized representative of the bidder against a proper receipt or will be sent by the registered post at the mailing address of the bidder as specified in the bid within four weeks of opening of the pre-qualification bid.
- The draft of earnest money to the bidder(s), who fail(s) to qualify for the commercial bid, will be returned back by the authority of WBSCT&VE&SD to the authorized representative of the bidder against a proper receipt or will be sent by the registered post at the mailing address of the bidder as specified in the bid within 30 days after completion of technical bid evaluation.
- 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 Council in the Bid; or
- b. In the case of a successful Bidder, if the Bidder fails;
- c. To sign the Contract in accordance or
- d. To furnish Bank Guarantee for contract performance.

4.5 Place of opening of technical bid:

Conference Hall, Karigori Bhavan, Plot no. B/7, Action Area-III, Rajarhat, Newtown, Kolkata-700 160

4.6. Documents comprising the bids:

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

4.7. Firm Prices:

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the WBSCT&VE&SD 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.

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 WBSCT&VE&SD

4.8. Fraud and Corruption:

The Council 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 WBSCT&VE&SD, designed to establish bid prices at artificial, noncompetitive levels; and

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

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

4.10 Bidder Qualification

The "Bidder" as used in the tender documents shall mean the one who has signed the Tender Form. The Bidder may be either the Principal Officer or his duly Authorized Representative, in either cases he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by authorized representative or the principal as the case may be.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted 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 WBSCT&VE&SD in advance.

4.12. Local / Site Conditions

It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed site which would have any effect on the performance of the contract and / or the cost.

The Bidder is expected to make a site visit on its own cost to the proposed site to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract.

Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.

It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The authority of Kolkata International Film Festival 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 of Kolkata International Film Festival and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the authority on account of failure of the Bidder to appraise themselves of local laws and site conditions.

4.13. Consortium

Consortium is not allowed.

4.14. Last Date for Receipt of Bids

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

4.14.2. The authority of WBSCT&VE&SD) 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 of WBSCT&VE&SD and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

4.15. Late Bids

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

4.16. Modification and Withdrawal of Bids

- The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the authority of WBSCT&VE&SD **prior to the last date prescribed for receipt of bids.**
- No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.

- No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

4.17. Address for Correspondence

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

4.18. Contacting the WBSCT&VE&SD

No Bidder shall contact the WBSCT&VE&SD 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 WBSCT&VE&SD 's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

4.19. Opening of Technical Bids by WBSCT&VE&SD

WBSCT&VE&SD will open the Technical Bid, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in Invitation for Bids / Important Dates.

An evaluation committee will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders.

The Bidder's names, modifications, bid withdrawals and the presence or absence of the requisite EMD and such other details considered appropriate will be announced at the Bid opening.

Conditional tenders shall not be accepted.

4.20. Evaluation of Bids

The selected Bidders must possess the requisite experience, strength and capabilities in providing the services necessary to meet the WBSCT&VE&SD'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 WBSCT&VE&SD, for the period of the contract.

The evaluation process of the tender proposed to be adopted by the WBSCT&VE&SD is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the WBSCT&VE&SD may adopt. However, the WBSCT&VE&SD reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.

4.22 Preliminary Examination

- The WBSCT&VE&SD 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 WBSCT&VE&SD and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

4.23 Clarification

When deemed necessary, during the tendering process, the WBSCT&VE&SD may seek clarifications or ask the Bidder to make Technical presentations on any aspect from any or all the Bidder.

4.24 Evaluation of Eligibility Criteria

An evaluation committee will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Bidders.

In this part, the technical bid will be reviewed for determining the Compliance of the response to the Eligibility Criteria as mentioned in the Tender.

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The bidder must also possess the technical knowhow and the financial wherewithal that would be required to successfully provide the support services sought by Council for the entire period of the contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the tender document.

Before opening and evaluation of their technical proposals, bidders are expected to meet eligibility criteria as mentioned in **Section II-Eligibility Criteria**.

Bidders failing to meet these criteria or not submitting requisite supporting documents/documentary evidence for supporting eligibility criteria are liable to be rejected summarily and will not qualify for technical evaluation.

4.25. Evaluation of Technical Bids

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

General Conditions of Contract

SECTION – V

Section V - General Conditions of Contract:

5.1 Definitions

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

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

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 WBSCT&VE&SD 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 WBSCT&VE&SD representative that the actual progress of work does not conform to the approved program the Bidder shall produce at the request of the KIFF 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 WBSCT&VE&SD for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Bidder unless otherwise expressly provided in the Contract.

5.4. Knowledge of Site Conditions

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

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

5.5. 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 WBSCT&VE&SD 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 WBSCT&VE&SD Representative the person in question has miss conducted himself or his deployment is otherwise considered undesirable by the WBSCT&VE&SD 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 WBSCT&VE&SD Representative.
- The Council's Representative may at any time request the Bidder to remove from the work/Site the Implementation Agency's supervisor or any other authorized representative including any employee of the Bidder or his sub-Bidder or any person(s) deployed by Bidder or his sub-Bidder for professional incompetence or negligence or for being deployed for work for which he is not suited.

5.6. Information Security

The Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the WBSCT&VE&SD, to any outside agency without prior written permission from the WBSCT&VE&SD.

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

5.7. Indemnity

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

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

5.8. Change Order

- The change order will be initiated only in case:
 - a. The WBSCT&VE&SD 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 WBSCT&VE&SD and for which cost and time benefits shall be passed on to the WBSCT&VE&SD ,
 - c. WBSCT&VE&SD 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 Council's 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 Council's 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 Council's.

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 Council's 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 Council to enable the Council 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 Council 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 Council 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 Council review.

5.10 Conditions for extra work/change order

The provisions of the Contract shall apply to extra work performed as if the Extra work/Change order has been included in the original Scope of work. However, the Contract price shall increase / decrease and the Time Schedule shall be adjusted on account of the Extra work / Change orders as may be mutually agreed. The Implementation Agency's obligations with respect to such work remain in accordance with the Contract.

The rates provided by the Bidder as part of its commercial quote will be considered as benchmark rates for placing change orders, if any.

5.11 Suspension of Work

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

5.12 Payment Schedule and procedure:

- Payments will be released as per agreed terms and conditions mutually settled with the successful bidder.
- Invoice should be raised in favour of the
- **Invoice should be accompanied by work done certificate duly issued by the authorised Council Representative**

5.13. Termination

The Council 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 Council 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 Council'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 Council, 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 Council, at its discretion, may without prejudice to any other right or remedy available to the Council 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, Council may consider cancellation of contract.

5.15. Dispute Resolution

The Council 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 Council 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 Council, under or by virtue of or arising out of, this contract, nor shall the KIFF entertain or consider any such claim, if made by the Bidder after he shall have signed a “No claim” certificate in favour of the Council in such forms as shall be required by the Council 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 Council 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.

Format 1 – Declaration of Acceptance of Terms and conditions

To,
The CAO ,
West Bengal State Council of Technical &
Vocational Education & Skill Development,
Plot No. B/7, Action Area-III,
Rajarhat, Newtown
Kolkata – 700160

Sir,

I have carefully gone through the Terms & Conditions contained in the document [No.] regarding Appointment of an Agency for organizing Utkarsh Bangla-2016 at Netaji Indoor Stadium” being organized by Deptt. of TE &T, Govt. of WB.

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

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Format for Commercial Bid

The financial proposal should contain the following documents in one cover (folder)
i.e. Bill of Quantities (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 (%values are not allowed)

All unit rates indicated in the schedules shall be inclusive of all taxes.

It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.

Council reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.

The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.

The Unit Rate as mentioned in the following formats shall be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, Council 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, he 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 OF BIDS

1.	Suggested Marking System	Total Marks	Marks Scored
A.	Technical Offer Evaluation		
	Innovative ideas	15	
	Relevant Experience	15	
	Technical Skills	10	
	Management Skill and Systems	10	
	Resources	10	
	Methodology	10	
	Total: Marks for Technical Evaluation.	70	
B.	Financial Offer Evaluation	30	
C.	Total :	100	
NB	The technical proposal should score at least 49 points out of 70 to be considered for Financial Evaluation.		
NB	The financial proposal with the lowest cost (<i>L1</i>) will be given a score of 30 and other proposals (<i>n, n1, n2</i> etc.) scores will then be calculated by the formula " $L1/n \times 30$ "		

Annexure:

The Scope of Work will be as follows:

1	Announcement system at NIS: Providing and setting up Public announcement system in parking. General PA system with amplifiers, DVD player, speakers, microphones, along with wiring including required wires/cables for the system and all the accessories with all controls at reception counter/parking so that the general announcement shall be made at various entry and exit points, all parking area, path ways, etc. (All wiring should be in FRLS (ISI mark) & in rigid PVC conduit protected with ELCB & voltage stabilizer & dedicated earthing, including tower erecting and fixing.
2	Construction of main stage including high back chair coffee table, podium stairs with necessary support like masking, carpeting etc. Along with front stage for performance and photo opt.: Providing main stage 56ft X 30ft X 4ft and front stage 28ft X 16ft X 1ft raised platform using 19mm thick Fire retardant plywood covered with woollen carpet as approved by the designer/client. The wooden platform/main stages (2 Nos) to carry 500 kg per Sq. Mt. load with suitable steel supports as approved, adjustable props or stable system and shall be certified by structural engineer. 25 Nos high-back chairs with required front teapot shall be provided on main stage.
3	Floral decoration of stage and podium: provision of floral decoration, Podium on stage, presentation desk is a part of scope of work. Provision of necessary furniture as per concept design.
4	Coffee tables at back stage: Coffee table required for backstage to cater delegates on the dais
5	Necessary LED backdrop for main dais, delay screens, preview monitor: LED backdrop to be used with base at the bottom and LED side panels for AV screening, and live feed along with various cutout installation. Delay screens for audience and preview monitor for dais delegates. Cabling should be fibre optics with HD signal
6	Necessary lighting arrangement inside and outside the venue: <i>Indoor:</i> Providing and setting up of Lighting as per artist's needs. Necessary compliance from artist management team should be obtained in advance. This system is applicable for Entertainment Stage. (All wiring should be in FRLS (ISI mark) & in rigid PVC conduit). <i>Outdoor</i> - Providing and setting up general lighting on pathways (specially designed), parking areas and external areas with minimum 150 lux with LED luminaries and circuit control. The illumination within the event area shall be 350-400 lux (All wiring should be in FRLS (ISI mark) armoured cable for external and flexible cable in conduit for internal electrification). In parking area medium mast with LED luminaries shall be considered.
7	Arrangement of sound system and light arrangement for both the dias programme: Sound: Providing and setting up of high tech sound system as per artist's needs. Necessary compliance from artist management team should be obtained in advance, PA system with amplifiers, DVD player, speakers, microphones, along with wiring including required wires/cables for the system and all the accessories with all controls. (All wiring should be in FRLS (ISI mark) & in rigid PVC conduit protected with ELCB & voltage stabilizer & dedicated earthing. Including tower erecting and fixing.) Light: Providing and setting up of Lighting as per artist's needs. Necessary compliance from artist management team should be obtained in advance. This system is applicable for Entertainment Stage. (All wiring should be in FRLS (ISI mark) & in rigid PVC conduit).
8	Arrangement of Police kiosk around the NIS along with directional signage, standees etc: all entries/ as per client requirements with top covered waterproof SRF materials. Each structure having area of 5m X5 m with 150 mm raised wooden flooring using 19mm thick Fire Retardant Plywood, new synthetic carpet, Partitions shall be made in prefabricated aluminium sections (ht. up to 2.50 Mts.) with laminated panels if required. Providing necessary furniture like Tables and P.V.C. Chairs. Proper internal lighting, fans, telephone connections, external lights are to be provided. The structures are to be provided after getting the approvals from appropriate departments.
9	Arrangement of sound system for kiosk around NIS: Providing and setting up Public announcement system in parking and external area. General PA system with amplifiers, DVD player, speakers, microphones, along with wiring including required wires/cables for the system and all the accessories with all controls at reception counter/parking so that the general announcement shall be made at various entry and exit points, all parking area, path ways, etc. (All wiring should be in FRLS (ISI mark) & in rigid PVC conduit protected with ELCB & voltage stabilizer & dedicated earthing. Including tower erecting and fixing.

10	Arrangement of Fire Fighting Support: A B C Type Dry Powder Fire Extinguisher, CO2 Fire Extinguisher, Dry Powder Fire. Extinguisher - 4/6 Kg capacity as per statutory requirement. Necessary approvals are to be taken by the bidder. All Panels/ Dist. Boards area must be barricaded with complete installation of fire extinguishers. Submission of Approval or certification of necessary statutory body is mandatory. Fire tender should be there at all times
11	Camera technical: Arrangements of on-line edit with 3nos HD camera and 1no of 36ft Gimi ZIP and online media feeding facilities for at least 50 channels.
12	DG Set: - Temporary Providing and testing Silent (Soundproof) DG set of following sizes and getting approval from Electrical inspector and pollution control board also including of loading, unloading and transportation up to site. Mode of measurement: Based on actual work executed on site. (a) 750 KVA. The scope includes eathing of DG sets for each panel/distribution board. All the panels/distribution boards should be enclosed by enclosure box and barricading.
13	Security: Providing and setting up CCTV camera deployment to cover the entire event area including parking according to standard security protocols. CCTV camera including PTZ camera at prominent location as directed by Police department. Control shall be in Lounge. Including camera, DVR, control panel, wiring and all other necessary accessories. The scope is for entire event period. The system shall be ready for checking/performance by concern Dept. /Police Dept. prior to one day before the Inauguration. All wiring should be in FRLS (ISI mark) & in rigid PVC conduit protected with ELCB & voltage stabilizer & dedicated earthing. Required number of security guards, supervisors and manager
14	Barricading within venue: Specially designed barricading apprx. 2 to 2.5 Mt. high made from SS pipes or MS sections or cloth masking or wooden frame, should not restrict the beauty of existing structures. This shall be used to isolate the public from VVIP surrounding structures and restrict the entry, as required by the client. All the areas need to be protected with necessary exits/ access. All the railing shall be in proper alignment and of uniform height and easy to erect and dismantling.
15	Manpower: Volunteers, Hostess, Ushers and House keeping staffs
16	Branding at Venue premises and inside hall: Placement of entrance gates, dropdown banners, flags on existing poles, wooden standees, cutouts at the premises and necessary brandings at the hall and pre-function area
17	Stalls: Food stall - temporary structure (10X10 – 15 nos) along with exhibition stall (3mtr X 3mtr – 20 nos)

Terms & Conditions:

The Services should contemplate delivery of best quality services on a turnkey basis.

1. Application of creative content as would be provided by the authorized agency
2. Design, supply and management of set, staging and audio equipment required
3. Implementation of all production & stage management, artistic direction, and event management as necessary
4. Close Liaison with Branding Committee before and during the event.
5. Management of accredited media and photographers attending the event
6. Management of all aspects of rehearsals as necessary
7. Provide adequately trained personnel
8. Liaison appointed security providers to ensure appropriate measures are in place

This order shall be subject to the General Terms and Conditions as mentioned in Tender.