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**Government of West Bengal**  
**Department of Information & Cultural Affairs**  
**Office of the District Information & Cultural Officer**  
**Paschim Bardhaman**

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**Memo. No. 491 /DICO-Paschim Bardhaman**

**Date : 06/07/2021**

**e-Tender Notice for organizing various types of publicity works through permanent hoarding for O/o the District Information & Cultural Officer, Paschim Bardhaman District from 1<sup>st</sup>. August 2021 to 31 July 2022.**

As per decision of the District Tender Committee of Paschim Bardhaman District and on behalf of the Department of Information & Cultural Affairs, Govt. of West Bengal the undersigned invites e-tender from resourceful agencies for organizing various types of publicity works through permanent hoarding for O/o the District Information & Cultural Officer, Paschim Bardhaman District from 1st August 2021 to 31 July 2022.

Interested agencies must submit the proposal through the e-tender portal at <https://wbtenders.gov.in> within or before 20/07/2021, 2 pm. It will be two bid systems and agency will be selected on the basis of eligibility criteria, Technical Evaluation and Financial Evaluation. For any query agencies may contact the Office of the District Information & Cultural Officer, Paschim Bardhaman. The bids will be opened on 28/07/2021, after 1 pm (on line).

  
06/07/2021

District Information & Cultural Officer  
Paschim Bardhaman

## **Tender Schedule:**

| Sl. No. | Events   | Date & Time           |
|---------|--|-----------------------|
| 1)      | Date of Issuing Tender Notice vide 491/DICO-Paschim Bardhaman, Date – 06/07/2021 | 06/07/2021            |
| 2)      | Date of uploading of N.I.T. & other Documents (online) (Publishing Date)         | 07/07/2021            |
| 3)      | Date of Publication of Tender Notice in Daily Newspapers                         | 08/07/2021            |
| 4)      | Documents download start date (Online)   | 08/07/2021            |
| 5)      | Bid submission start date (On line)  | 08/07/2021, 1pm       |
| 6)      | Documents download end date (Online)   | 20/07/2021, 1pm       |
| 7)      | Bid Submission closing (On line)   | 20/07/2021, 2pm       |
| 8)      | Date of opening of Technical Bid (online)  | 28/07/2021, after 1pm |
| 9)      | Date of uploading list for Technically Qualified Bidder(online)                  | To be informed later  |
| 10)     | Date of opening of financial bid (online)  | To be informed later  |

# **Invitation for Bids**

## **SECTION – I**

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

The invitation to bid is for

**“Organizing various types of publicity works through permanent hoarding for O/o the District Information & Cultural Officer, Paschim Bardhaman District from 01/08/2021 to 31/07/2022.”**

Being organized by O/o District information & Cultural Officer, Paschim Bardhaman District. 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:

**District Information & Cultural Officer, Paschim Bardhaman District, Govt. of West Bengal.**

#### 1.2 Contact Person:

**2. District Information & Cultural Officer, Paschim Bardhaman District, Govt. of West Bengal.**

#### 2.3 Key Events & Dates:

As mentioned in the tender schedule

#### 1.4 Procurement of Document:

The bid documents are available for download from <https://wbtenders.gov.in> from 08/07/2021

#### 1.5 Venue and Deadline for submission of Proposal:

Earnest Money of Rs. 12,000/- (Rupees Twelve 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 within 30 days issuance of Work Order. The Earnest Money of the successful bidder will be retained and adjusted against the Security Deposit.

#### 1.6 The major responsibilities of the bidder shall include:

Bids are invited for

**“Organizing various types of publicity works through permanent hoarding for O/o the District Information & Cultural Officer, Paschim Bardhaman District from 01/08/2021 to 31/07/2022.”**

**A bidder has to bid for entire work covered under part (i) NIT or (ii) BOQ given herein the document. The rates should be quoted showing break up of various items associated with “Organizing various types of publicity works through permanent hoarding for O/o the District Information & Cultural Officer, Paschim Bardhaman District from 01/08/2021 to 31/07/2022.”, intention of the authority of District level Tender Committee would be to have a complete proposal from the bidders. The authority is, however, not bound to procure all services as suggested and/or specified by the bidder for the events. The said authority reserves the right to procure the entire or part services and value of the contract will be determined accordingly.**

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

**1.8. District Level tender Committee reserves the right to cancel the tender at any time during the Tender process or after completion of the tender process at his 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.  | <i>Valid documentary proof of:</i> <ul style="list-style-type: none"><li>✓ Trade License</li><li>✓ Proof of Office Address</li><li>✓ GSTIN number.</li><li>✓ Income Tax registration/PAN number</li><li>✓ Certificate of updated Income tax Return</li><li>✓ Audited balance sheet for the last two Financial year 2019-20 &amp; 2020-21</li><li>✓ Financial turnover in the last year (Audited Balance Sheet) in tune of Rs. 5 Lac</li><li>✓ Work experience including work of Government of West Bengal/Central Government / Local Self Government /Govt. undertaking in last three years is desirable.</li></ul> |
| 2   | The bid can be submitted only by an established house/agency that has successful experience.  | <ul style="list-style-type: none"><li>• Self certification by authorized signatory with relevant documents in its support.</li><li>• Work Orders/ Completion Certificate confirming previous experiences</li></ul>  |
| 3   | The bidder should furnish, as part of its bid, an Earnest Money deposit of Rs 12,000/-, 2% of the estimate (Rounded up to thousand).                              | In the form RTGS or NEFT  |
| 4   | The bidder shall commit that the key personnel to be employed for the work who have been sufficiently experienced in the similar types of work .                  | Self certification must be produced.  |
| 5   | The Bidder should have work experience including work of Government of West Bengal/ Central Government / Self Government /Govt. undertaking in the last one year. | <ul style="list-style-type: none"><li>• Self certification by authorized signatory with relevant documents in its support.</li><li>• Work Orders/ Payment Certificates/ Completion Certificate confirming previous experiences</li></ul>  |
| 6   | Office Address  | <ul style="list-style-type: none"><li>• Proof of Office Address like Trade license etc. An office in Paschim Bardhaman district is desirable.</li></ul>   |

The vendor must fulfil the above eligibility criteria/ pre-qualification conditions. Technical bid of vendors fulfilling the pre-qualification conditions will only be evaluated by the District Tender 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 :**

**'A'**

**Organizing various types of publicity works through permanent hoarding for O/o the District Information & Cultural Officer, Paschim Bardhaman District from 01/08/2021 to 31/07/2022.**

| <b>Sl. No.</b> | <b>Description</b>  | <b>Quantity</b> | <b>Unit</b> |
|----------------|---|-----------------|-------------|
| <b>1</b>       | <b>Permanent Hoarding</b>   |                 |             |
| 1.01           | Work related to monthly rent of permanent hoardings of size (20' x 10') including flex printing (Thickness not less than 13 oz), mounting dismantling & documentation transportation, labour charges. Main requirement is ..... | 1               | Sqft        |
| <b>2</b>       | <b>Government Taxes</b>   |                 |             |
| 2.01           | All Government Taxes as applicable  | 1               | Gross       |



## **General Terms and Conditions:**

- a) The rates will be exclusive of all taxes. The rates will be valid for one year.
- b) Cost for unsatisfactory / non-execution of works will be proportionately deducted from the total bill amount, as per direction of the 'Competent Authority', which will be binding on the agency.
- c) Agencies should quote rates for each sub-items of the main works.
- d) Quality of works or materials should be maintained by the agency.
- e) The decision of the 'Competent Authority' will be final in respect of works and measurements.
- f) The agency shall remain responsible for the proper storage, safe custody and proper use of departmental materials. The agency will also be responsible for any damage or loss of such materials.
- g) In case of delay of execution of work the payment will not be made until satisfactory reasons are found.
- h) BOQ must be filled up with either value in Rupees or filled up with "0" (Zero). "0" (Zero) in any item will mean the vendor is unable to provide service in that specific field**
- i) Work order will be issued according to the actual requirement for each type of works mentioned in scope of works. Hence quantity of items mentioned in work order may vary with the quantity of items mentioned in scope of work and rate will be arrived on pro-rata basis.**

The item-wise rates should be quoted in the prescribed format separately. The last date and time for submission of quotations is 20/07/2021 up to 2.00 p.m. The soft copies of the format may be obtained from the O/o the DICO, Paschim Bardhaman District. The Chairman of the District level tender committee reserves the right to accept or reject any quotation without assigning any reason whatsoever.

# **Instructions to Bidders**

## **SECTION - IV**

#### **4. Section IV - Instruction to Bidders:**

##### **4.1 Cost of Bidding:**

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

##### **4.2 The Bidding Documents:**

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

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

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

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

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

##### **4.3 Procedure for Submission of Bids:**

###### **General guidance for e-Tendering:**

###### **a) *Digital Signature certificate (DSC):***

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

###### **b) *Submission of Tenders:***

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

***(I) Technical Proposal:***

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

Statutory Cover containing the following documents: FEE DETAILS

- 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  |
| (c) | GST Registration Certificate   |
| (d) | PAN Card   |
| (e) | IT Submission Certificate  |
| (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) | Check list Form-VII  |
| (m) | Audited balance sheet for the last Two Financial year 2019-20 & 2020-21          |
| (n) | Financial turnover in the last year (Audited Balance Sheet) in tune of Rs. 5 Lac |
| (o) | Trade License  |
| (p) | Proof of Office Address  |

***(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 par) online through computer in the space marked for quoting rate in the BOQ.

**BOQ must be filled up with either value in Rupees or filled up with "0" (Zero). "0" (Zero) in any or Back-lit/Front-lit/Non-lit/SAV will mean the vendor is unable to provide service ink that specific field**

**4.4 Earnest money deposit (EMD)**

- All bids must be accompanied by an earnest money of Rs. 12,000/- 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.
- 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 the e-tender procedure (through Online) within 2 months of opening of the pre-qualification bid.
- The bid security should be refunded to the successful bidder on receipt of Performance Security in time.

### **The EMD may be forfeited:**

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

### **4.5 Place of opening of Technical bid:**

Office of the DICO, Paschim Bardhaman

### **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 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.

#### **4.8. Fraud and Corruption:**

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

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

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

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

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

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

**4.10 Bidder Qualification**

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

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

**4.12. Late Bids**

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

**4.13 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.

**4.14. Contacting the DICO, Paschim Bardhaman**

No Bidder shall contact DICO, Paschim Bardhaman 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 DI&CO's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

**4.16. Opening of Technical Bids by the DICO, Paschim Bardhaman**

- District Level Tender Committee of Paschim Bardhaman District, 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.
- District Level Tender Committee of Paschim Bardhaman District, 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.

#### **4.17. Evaluation of Bids**

The selected Bidders must possess the strength and capabilities in providing the services necessary to meet under District Level Tender Committee 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 District Level Tender Committee adopted by indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the District Level Tender Committee may adopt. However, the District Level Tender Committee reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.

#### **4.18 Preliminary Examination**

- The District Level Tender Committee 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 has been furnished, whether the documents have been properly signed.
- A bid determined as not substantially responsive will be rejected by the District Level Tender Committee and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

#### **4.19 Clarification**

When deemed necessary, during the tendering process, the District Level Tender Committee may seek clarifications or ask the Bidder to make Technical presentations on any aspect from any or all the Bidder.

#### **4.20 Evaluation of Eligibility Criteria**

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

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

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

#### **4.21. Evaluation of Technical Bids**

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

# **General Conditions of Contract**

SECTION – V



## **Section V - General Conditions of Contract:**

### **5.1 Definitions**

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

- a) **"The Contract Price"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- b) **"The Services"** means those services ancillary to the implementation of the events, such as transportation and insurance, and any other incidental services, such as installation, commissioning, maintenance, provision of technical assistance, facilities management and other obligations of the Supplier covered under the Contract;
- c) **"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 I&CA Department for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- ✓ If Performance security not received within stipulated time period, the contract shall be cancelled and EMD will be forfeited.
- ✓ Vendor has to submit the order acceptance promptly within 24 hours or earlier from the date of issue of work order.

### **5.3. Reporting Progress**

- The services, to be provided by the Bidder under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the satisfaction of DICO & District level tender Committee 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 DICO that the actual progress of work does not conform to the approved program the Bidder shall produce at the request of the District Level Tender Committee 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 DICO 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 DICO, 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 DICO
- 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 DICO's 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 DICO 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 DICO or his Representative the person in question has miss conducted himself or his deployment is otherwise considered undesirable by DICO 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 DICO Representative.
- The DICO'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 O/o of DICO, Paschim Bardhaman to any outside agency without prior written permission from the O/o of DICO, Paschim Bardhaman
- ✓ 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 favor of the Office of DICO, Paschim Bardhaman

## 5.8. Change Order

- The change order will be initiated only in case:
  - a. The DICO, Paschim Bardhaman 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 DICO, Paschim Bardhaman and for which cost and time benefits shall be passed on to the DICO ,
  - c. DICO 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 DICO, Paschim Bardhaman or his representative whether a particular work or part of the work constitutes a change order or not, the matter shall be handled in accordance with the procedures set above.
- Within ten (10) working days of receiving the comments from DICO, Paschim Bardhaman 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 DICO, Paschim Bardhaman

## 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 DICO, Paschim Bardhaman 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 DICO, Paschim Bardhaman to enable the I & C A DEPARTMENT 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 DICO, Paschim Bardhaman 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 DICO, Paschim Bardhaman or his 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.

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

#### **5.12 Payment Schedule and procedure:**

- Payments will be released as per agreed terms and conditions mutually settled with the successful bidder.
- Invoice should be raised in favour of the O/O of DICO, Paschim Bardhaman
- Invoice should be accompanied by work done certificate duly issued by the DICO, Paschim Bardhaman or his Representative

#### **5.13. Termination**

DICO, Paschim Bardhaman 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 DICO, Paschim Bardhaman 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 DICO, Paschim Bardhaman '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 I & C A DEPARTMENT , 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 O/o DICO, Paschim Bardhaman, at its discretion, may without prejudice to any other right or remedy available to the DICO, Paschim Bardhaman 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 DICO, Paschim Bardhaman may consider cancellation of contract.

#### **5.15. Dispute Resolution**

The DICO, Paschim Bardhaman 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 DICO, Paschim Bardhaman 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 DICO, Paschim Bardhaman, under or by virtue of or arising out of, this contract, nor shall the DICO Paschim Bardhaman entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favour of the DICO, Paschim Bardhaman in such forms as shall be required by the DICO, Paschim Bardhaman 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 DICO, Paschim Bardhaman. first gives the Bidder its written consent.

#### **5.20 Force Majeure**

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

## Form I- Details of bidders

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

### 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 1<sup>st</sup> 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,  
DI&CO, Paschim Bardhaman

Sir,

I have carefully gone through the Terms & Conditions contained in the document [No. ....] regarding Appointment of an Agency for **“for organizing various types of publicity works through permanent hoarding for O/o the District Information & Cultural Officer, Paschim Bardhaman District from 01/08/2021 to 31/07/2022.”**

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 NITI No.....,  
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 2018-19, 2019-20 & 2020-21 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, E mail address etc)*  
**(To be submitted on the Letter head of the consultant)**

To

DI&CO, Paschim Bardhaman

Subject: Submission of bid in response of the e-tender no **491/DICO-Paschim Bardhaman**, Date : 06/07/2021

Sir,

1. Having examined the NIT document, we, the undersigned, herewith submit our bidding response to your NIT No. 491/DICO-Paschim Bardhaman, Date : 06/07/2021 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.
2. 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.
3. 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.
4. We certify that we have not been blacklisted by any department/ society/ body/organization of central/ state government.
5. 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:

**Form-VII****FORMAT FOR CHECK LIST****NIT No -****Dated,.....***Name of the bidder :-**Full address of the Bidder :-**E mail :-**Contact person to Bidder & Mob. No. :-*

| Sn  | Items  | PI mark $\checkmark$ |    | Folder name & Page no |
|-----|--|----------------------|----|-----------------------|
|     |  | Yes                  | 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 |                       |
|     | Declaration of Acceptance of Terms and Conditions Form II                                    |                      |    |                       |
| 4.  | Certification from Chartered Firm Annual Turnover of the bidder Form -IV                     | Yes                  | No |                       |
| 5.  | Copy of PAN Card of the Bidder Company   | Yes                  | No |                       |
| 6.  | Valid 15 digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act, 2017 | Yes                  | No |                       |
| 7.  | GST return for the last quarter  | Yes                  | No |                       |
| 8.  | Trade Licence/ Enlistment Certificate  | Yes                  | No |                       |
| 9   | Registration with Registrar of Companies   | Yes                  | No |                       |
| 10. | Income Tax Return for the Assessment Year 2019-20, 2020-21                                   | Yes                  | No |                       |
| 11. | P/L Accounts & Balance sheet for the year 2018-19, 2019-20 and 2020-21                       | Yes                  | No |                       |
| 12  | Details of credential  | Yes                  | No |                       |
| 13  | Acceptance of Terms of Conditions  | 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 par) 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 exclusive of all taxes, Levies, duties etc.
- ✓ It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.
- ✓ DICO, Paschim Bardhaman reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- ✓ Office of DICO, Paschim Bardhaman 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.

### **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 sub totals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to above.

# **Evaluation Procedure**

## **SECTION – VI**

### **PROCESS OF EVALUATION AND SELECTION**

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

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

In case a bidder does not meet the criteria for eligibility, his Creative and Financial Bids will not be opened.

- For all bidders eligible according to the prescribed criteria, the **proposals will be evaluated by a designated Committee that may include external expert/s. The qualified bidders will be given the opportunity to make presentation/s to the Committee on a specified date i.e., 28/07/2021. The criteria for evaluation of the Technical / Creative proposal are at Annexure III.**

#### **ANNEXURE-II : CRITERIA FOR EVALUATION OF BIDS**

| 1         | Suggested Marking System  | Total Marks | Marks Scored |
|-----------|---|-------------|--------------|
| <b>A.</b> | <b>Technical Offer Evaluation</b>   |             |              |
| 1         | Experience/ Credentials of handling similar nature of work for any Department/ agency of the State Government/Self Government ., Govt, Undertaking / Central Government in the past 3 years   | 25          |              |
| 2         | Quality of performance / service delivered in similar nature of work for the State Government / self Government /Govt. Undertaking in the past 3 years  | 25          |              |
| 3         | Plan for arranging tableau branding, transportation & installation of temporary hoarding in rural areas, availability of hoarding sites(20'x10')at conspicuous places of the district   | 30          |              |
| 4         | Whether the Agency has an office in this district ( with documentary proof), and the number of permanent staff/ technical persons at its disposal for handling publicity works  | 10          |              |
| 5         | Financial capacity to undertake an exhibitions and capability for the backup for unavoidable circumstances.<br>Financial turnover during the last financial year:<br>(1) Rs.10,00,001 and above = 10 marks<br>(2) Rs. 7,00,001 to Rs. 10,00,000 = 8 Marks<br>(3) Rs.5,00,001 to Rs. 7,00,000 = 5Marks<br>(4) Rs. 3,00,000 to Rs. 5,00,000 = 3 Marks | 10          |              |
|           | Total: Marks for Technical Evaluation.  | 100         |              |
| <b>B.</b> | <b>Financial Offer Evaluation</b>   | 100         |              |
| 2         | The technical proposal should score more than 70 marks out of 100 to be considered for Financial Evaluation.  |             |              |
| 3         | The financial proposal with the lowest cost ( <i>L1</i> ) will be given a score of 100 and other proposals ( <i>n, n1, n2</i> etc.) scores will then be calculated by the formula " $L1/n \times 100$ "   |             |              |

**Note: All Bidders are requested to submit necessary papers related to technical 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](http://www.wbtenders.gov.in) , date will be informed later. To qualify for the financial bid, the bidders must have to score at least 71 marks for technical bid.

### **Selection Stage – II (Financial Bid Evaluation)**

The **Financial Proposal will be opened** only for those bidders whose technical proposals receive the minimum qualifying marks by the Evaluation Committee and the Financial bid opening date will be informed later. If a Technical Bid does not receive the minimum specified marks, the corresponding Financial Bid will not be opened. **Out of those short listed agencies, the bidder acquiring the highest mark will be selected.**