



2875/WBCPCR-14017/6/2023-SEC(WBCPCR)-WBCPCR

31/10/2023

Memo No.-

Date

NOTICE INVITING TENDER

**INVITING e-TENDER FOR CONSTRUCTION OF PANDAL AND OTHER RELATED
WORKS FOR CELEBRATION OF INTERNATIONAL CHILD RIGHTS DAY AT MOHOR
KUNJA, KOLKATA ON 30TH NOVEMBER 2023.**

[This notice is issued in cancellation of NIT No. 2738/WBCPCR-14017/6/2023-SEC(WBCPCR)-WBCPCR dated-10/10/2023, its Corrigendum No. 2788/WBCPCR-14017/6/2023-SEC(WBCPCR)-WBCPCR dated-13/10/2023 and NIT No. 2860/WBCPCR-14017/6/2023-SEC(WBCPCR)-WBCPCR dated-31/10/2023]

West Bengal Commission for Protection of Child Rights is going to celebrate International Child Rights Day at Mohor Kunja, Kolkata on 30th November, 2023.

Accordingly, the Assistant Secretary, West Bengal Commission for Protection of Child Rights invites proposals /bids from reputed competent individual / firm / co-operative Societies /company / other business entity, hereinafter referred to as the 'Tenderer', who are experienced in conceptualizing, fabricating and setting up pandals, for conceptualizing, designing and fabricating the above said Pandal which will be used on the occasion of **Celebration of International Child Rights Day at Mohor Kunja, Kolkata on 30th November, 2023**. Brief concept of the proposal is illustrated at item no 2 of **Section C, (Concept/ Theme)**.

SECTION – A

IMPORTANT DATES AND TIME

E-Tenders are invited from bona fide eligible "Tenderer" for the above work. Bids are to be submitted in two parts.

A. Technical Bid

B. Financial Bid

- 1) The **FINANCIAL BID** of the prospective tenderer will be considered only if the **TECHNICAL BID** of the tenderer is found qualified by the 'Tender Evaluation Committee'. Such decision will be final and absolute in this respect. The list of Qualified Tenderers will be displayed in the website.
- 2) **Date and Time Schedule:**

Sl. No.	Particulars	Date	Time
1.	Date of uploading N.I.T. & other Documents (online) (Publishing Date)	01/11/2023	02:00 p.m.
2.	Documents download (Online)	01/11/2023	02.30 p.m.
3.	Bid submission start date (online)	01/11/2023	02:30 p.m.
4.	Bid submission Closing (online)	10/11/2023	02:30 p.m.
5.	Bid opening date for Technical Proposal (online)	13/11/2023	09:00 p.m.

6.	Date of Uploading list for Technically Qualified Tender (online) : Technical Opening Summary	To be disclosed later
7.	Date for Opening of Financial Proposal (online)	To be disclosed later

SECTION – B

INSTRUCTION TO TENDERERS

General Guideline for e-Tendering:

Instruction / Guidelines for electronic submission of the tenders have been given for assisting the Tenderers to participate in e-Tendering.

i. Registration of Tenderer:

Any tenderer willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://wbtenders.gov.in> (the web portal of National Informatics Centre). The tenderer is to click on the link for e-Tendering site as given on the web portal.

ii. Digital Signature Certificate (DSC):

Each Tenderer is required to obtain a Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the CCA on payment of requisite amount.

iii. The Tenderer can search & download N.I.T. & Tender Document(s) electronically from computer using the Digital Signature Certificate as a USB e-Token. This is the only mode of collection of Tender Documents.

iv. Submission of Tenders:

Tenders are to be submitted through online to the website stated in (i) above in a folder, one named as Technical Proposal & the other as Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The virus scanned copy of the Documents are to be uploaded duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

v. Technical Proposal:

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

(a). Statutory Cover (technical Cover) Containing the following documents:

1. Prequalification Doc:

Earnest Money will have to be deposited through online payment as in the e-tender portal. Intending bidders shall login to the e-Procurement portal of the Government of West Bengal <http://wbtenders.gov.in> using his login ID and password to make the payment EMD may be paid either by Net Banking through ICICI Bank Payment Gateway or By process of RTGS /NEFT .

2. NIT (download properly and uploaded the same Digitally Scanned).

The rate will be quoted in the Bill of Quantity (B.O.Q.) Quoted rate will be encrypted in the B.O.Q. under financial Bid.

3. Technical Doc :The bidder has to submit the following:-

- Credential Certificate for turnover of Rs. 20 lakh (Rupees Twenty lakh) at least for two financial years out of last five financial years from competent Authority (i.e. Certificate from Practicing Chartered Accountant / copy of credential certificate(s) from any Government, Government agency, PSU) ending on 31/03/2023.
- The Tenderer should provide the Credential Certificate / copy of document to justify the experience in making Pandals of different Govt. offices.
- Certificate from practicing Chartered Accountant (CA) or the copy of document(s) to justify that the Tenderer(s) is engaged in the business of making Pandals as stated above at least for two years out of last five financial years ending on 31.03.2023.

(b). “My Space” (Non-Statutory) Containing the following documents:

1. Copy of PAN
2. P-Tax Registration Certificate
3. G.S.T Registration Certificate (if registered under GST Act)

Proprietorship Firm (Trade Licence) / Partnership Firm (Partnership deed, Trade Licence).

4. Wholesale co-operative society (society Registration Copy, Trade Licence)–copy of Certificate of Incorporation In case of a company.
5. Copy of Income Tax Return of any one year out of last three financial years.
6. Self-declaration stating that the organization was not blacklisted earlier by any Govt. organization.
7. Copy of EMD exemption certificate (If applicable).

N.B.: Failure of submission of any of the above mentioned documents as Stated in Sl. No. .v.(a) And v.(b). of Section B. will render the TENDER liable to be rejected for both statutory & non statutory Cover.

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non-Statutory Documents” to send the “Technical” Folder to upload the technical Documents.

Sl. No.	Category Name	Sub Category Description	Details
A	CERTIFICATES	CERTIFICATES	<ol style="list-style-type: none"> 1. Copy of PAN 2. P-Tax Registration Certificate 3. G.S.T Registration Certificate (if registered under GST Act) 4. Copy of Income Tax Return of any one year out of last three financial years ending on 31/03/2023 i.e. FY 2020-21, FY 2021-22 & FY 2022-23.

			<p>5. Self-declaration stating that the organisation was not blacklisted earlier by any Govt. Organization.</p> <p>6. EMD Certificate / Exemption Certificate (as applicable).</p>
B	Organisational Details	Details of Organisation	<p>7. Proprietorship Firm (Registration certificate, Trade Licence) / Partnership Firm (Partnership deed, Trade Licence) / Limited Company (Incorporation Certificate, Trade Licence) / Wholesale Consumers' Co-operative Society (Society Registration Copy, Trade Licence)</p>
C	Credential	Credentials	<p>8. Credential Certificate for turnover of Rs. 20 lakh (Rupees Twenty lakh) at least for two financial years out of last five financial years ending on 31/03/2023 from competent Authority.</p> <p>9. The copy of document to justify the experience in making Pandals of different Govt. offices.</p> <p>10. Credential Certificate / copy of document to justify that the Tenderer(s) is / are engaged in the business of making Pandals as stated above at least for two years out of last five financial years ending on 31.03.2023.</p>

Financial Cover:

- The financial proposal (BoQ) must be uploaded in the Financial Folder. The Bidder should download the BoQ and the same must be uploaded in the Financial Folder, The Company Name and Rate must be provided in the Blanks given in the BoQ only. Any other additional documents related to Rate will not be entertained.

vi. WHOM TO CONTACT

For any other information Section Officer, West Bengal Commission for Protection of Child Rights at landline number 033-6824 6322 of the WBCPCR may be contacted during the office hours (Monday to Friday 10.30 am to 5.30 pm).

vii. ELIGIBLE TENDERER(S)

- a) The invitation for bid is open only to those bonafide tenderer having experience in making Pandals of different Govt. offices programmes with requisite infrastructure, technical expertise and capabilities to undertake similar nature of work
- b) The Tenderer(s) should be legally competent to enter into contracts as per prevailing laws.
- c) Bids of only those Tenderer(s) meeting the Technical conditions as specified this tender Document shall be considered.
- d) The Tenderer(s) are to make payment of Earnest Money Deposit through online in e-tender portal. Without requisite Earnest Money Technical Bid will be rejected.
- e) Exemption regarding Earnest Money Deposit, the tenderer must submit EMD exemption certificate.
- f) The tenderer should have experience in making Pandals of different Govt. offices programmes at least for two years out of last five financial years ending on 31.03.2023. Proof of such handling should be necessarily submitted.
- g) The tenderer should have the annual turnover of not less than 20 lakh at least for two financial years out of last five financial years ending on 31/03/2023.
- h) The tenderer shall have an office in Kolkata.
- i) The Tenderer(s) shall submit a self-declaration certifying that the tenderer has not been blacklisted by any State/ State Government's Undertaking or any other Government Department/Directorate and any legal proceeding has not been initiated against the Tenderer(s) or any of its Directors.

viii. SUBMISSION OF BID

Bids only in the prescribed format annexed with this tender document will be considered.

- a) The Tenderer has to submit the Tender in accordance with the procedure prescribed under Submission of Technical Bid clause of this Tender document, along with the supporting documents enlisted in 'Technical Bid' of this Tender document, scanned and stored in digital format and an Earnest Money Deposit as mentioned in **clause (ix) as detailed below**.
- b) The Technical Bid and Financial Bid shall be signed by the Tenderer(s) itself or a person duly authorised by the Tenderer(s) and the original authority letter shall be submitted along with the Technical Bid.
- c) If any document submitted by the Tenderer is found to be invalid at any time, the WBCPCR shall reserve the right to cancel such bid either before or after Award of Contract.

ix. EARNEST MONEY DEPOSIT

- a) **Earnest Money Deposit (EMD)** : Interest free Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty Thousand) only is to be paid through online in e-Procurement portal.

On processing the financial bid evaluation electronically in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 bidders will be refunded, through the automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority.

- b) **Security Deposit:** EMD of L1 bidder will be converted to security Deposit and will be refunded at the time of refund of Security Deposit subject to other terms and condition(s).
- c) **Forfeiture of Security Deposit:** Security Deposit of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or derogates from the tender in any respect within

the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its Security Deposit will be forfeited.

In case, if it is detected that documents submitted by the Tenderer is found to be not genuine, the WBCPCR will reserve the right to cancel the Bid even after its opening or issuing of LOI and under such circumstances, the EMD will be forfeited. In all such circumstances, the EMD/ Security Deposit may be forfeited either in part or full as per the decision of the Commission.

- d) **Earnest Money should be deposited through online well in advance preferably before minimum two bank working days from Bid Submission Closing Date to avoid problem related to deposition of EMD in time.**

x. PENALTY CLAUSE

Debarment from participation in the next tender process of West Bengal Commission for Protection of Child Rights- the State Government reserves the right to declare a contractor blacklisted for five years due to the following reasons-

- i. Withdraws from agreement after being the lowest quoted tenderer.
- ii. Fails to complete the work within stipulated period as required by the WBCPCR.
- iii. For supply of non-specified/below standard material.
- iv. In consequence of submission of false or fabricated document by any tenderer for participating in the tender.
- v. Tenderer those who have quoted absurdly high or low rate in the opinion of the State Government, with the intention to vitiate the tender process.
- vi. Submission of tender for completion of work mentioned previously for which the concerned company has been blacklisted either by the State Govt. Or by other State/Central Govt. Organisation.

xi. TECHNICAL BID

The Technical Bid duly filled in the prescribed format (Annexure- A) shall be submitted along with Technical Cover document:

All pages of the tender shall be digitally signed by the Tenderer(s) or its authorized representative as confirmation of the acceptance of the terms and conditions of the tender documents.

SECTION – C

SPECIFICATION OF TENDER FOR PANDAL FOR CELEBRATION OF INTERNATIONAL CHILD RIGHTS DAY 2023

1 Scope of Work

- i) The work has to be undertaken on a strict time schedule basis and will include all aspects of fabrication of Pandal i.e. from conceptualization, making of designs, modification of designs from time to time as per the requirement of WBCPCR.

1. (ii)

Sl.No	Description of Work / Item(s)
1.	Venue Branding for Mohor Kunja, Kolkata: <ul style="list-style-type: none"> ● Decoration of the gate & approach road with balloons, kites, mobiles or such other material, 20 standees and 10 banners etc. Customized Overhead Gate: <ul style="list-style-type: none"> ● Size: 30 ft × 4 ft × 4 ft, overhead 16 ft ● To be made with ply, bamboo / iron / aluminum structure and flex ● Creative design will be provided in due course.
2.	Main Stage: <ul style="list-style-type: none"> ● Construction of main stage is not required as it is permanently constructed. ● Size of main stage: L 30 ft × W 24 ft. ● Floor is to be fully covered with Carpet (Blue/Green). ● Stage to be decorated with balloons, ● 20 chairs with cover (white cover with blue ribbon), ● 4 Coffee tables ● 4 Pedestal Fans (with screen but noiseless) ● 1 Back drop (15 ft × 7.5 ft) (soft copy will be provided by WBCPCR)
3.	Back Stage: <ul style="list-style-type: none"> ● Size: 24 ft × 10 ft ● Plastic Tables (5 ft × 3 ft) – 4 Nos. ● Floor is to be fully covered with Carpet (Blue/Green) ● It is to be made with bamboo, tarpaulin and cloth ● Signboard
4.	Shade in front of Main Stage: <ul style="list-style-type: none"> ● To be made for proper sitting arrangement of 800 audience ● Shape: Umbrella type decoration with strips of colourful long cloth ● 10 Sofas of two-seaters or 4 Sofas of two-seaters and 4 Sofas of three-seaters in the first row of audience (VIPs) ● There should be a gap of 7 ft between the main stage and the first row of audience ● 780 plastic chairs for the audience other than VIPs ● Floor under the shade and the gap between the main stage and the first row of audience fully covered with blue / green carpet with proper protection below <ul style="list-style-type: none"> ● 10 Pedestal Fans (with screen but noiseless)

5.	<p>Green Room (Size: 32 ft × 12 ft):</p> <ul style="list-style-type: none"> ● Half Separated for Boys and girls. ● It is to be made with bamboo, tarpaulin and cloth ● Outside of Room Decoration with Flex and Vinyl (As per Requirement) ● Floor fully covered with carpet with proper protection below ● 10 Nos. Mirror with desk. ● 2 Nos Stand A.C.s ● 40 plastic chairs ● 4 plastic tables (5 ft × 3 ft) ● Signboards
6.	<p>V.I.P. Room (12 ft × 12 ft)</p> <ul style="list-style-type: none"> ● To be made with bamboo, tarpaulin and cloth ● Outside of Room Decoration with Flex and Vinyl (As per Requirement) ● Floor fully covered with carpet and adequate backing. ● 5 sofas of two-seaters or 2 sofas of three-seaters and 2 sofas of two-seaters ● 3 Glass Top Center Tables ● 1 Stand A.C. ● Signboard
7.	<p>Registration Centre (18 ft × 10 ft)</p> <ul style="list-style-type: none"> ● To be made with bamboo, tarpaulin and cloth ● Outside of Room Decoration with Flex and Vinyl (As per Requirement) ● Floor fully covered with carpet and adequate backing ● 3 plastic tables with cover (5 ft × 3 ft) and 8 plastic chairs ● Signboard
8.	<p>Tinkering Workshop Corner</p> <ul style="list-style-type: none"> ● Size: 20 ft × 15 ft ● To be made with bamboo, tarpaulin and cloth ● Outside of Room Decoration with Flex and Vinyl (As per Requirement) ● Floor fully covered with carpet and adequate backing ● 2 plastic tables with cover and 4 plastic chairs ● Signboard
9.	<p>Stalls (10 ft × 10 ft) – 15 Nos</p> <ul style="list-style-type: none"> ● To be made with bamboo, tarpaulin and cloth ● Outside of Room Decoration with Flex and Vinyl (As per Requirement) ● Floor fully covered with carpet and protection below ● 2 tables with cover in each stall ● 4 plastic chairs in each stall ● Signboard for each stall
10.	<p>Food Corner (20 ft × 10 ft)</p> <ul style="list-style-type: none"> ● To be made with bamboo, cloth, tarpaulin ● Floor: Fully covered with carpet and adequate backing ● Roof: Fully covered ● 4 Plastic tables with covers ● 20 plastic chairs ● Outside of Stall to be decorated with Flex and Vinyl. (As per Requirement) ● Signboard

11.	Corners with Big Umbrellas – 7 Nos <ul style="list-style-type: none"> ● For Phuchka: 3 plastic tables with cover, 3 plastic chairs and 3 big umbrellas ● For Ice Cream: 1 plastic table with cover, 2 plastic chairs and a big umbrella ● For Candy floss: 1 plastic table with cover, 2 plastic chairs and a big umbrella ● For Tea / Coffee & Biscuits: 1 plastic table with cover, 2 plastic chairs and a big umbrella ● For Water: 1 plastic table and a big umbrella ● For Medical Camp: 1 plastic table with cover, 3 plastic chairs and a big umbrella ● For Fire Services: 1 plastic table with cover, 2 plastic chairs and a big umbrella ● Signboard for each corner
12.	Bio Toilets <ul style="list-style-type: none"> ● Total requirement: 7 Nos ● Must be neat and clean with adequate water for use ● 2 Nos beside Green Room ● 1 No beside VIP Room ● Other 4 Nos in four different places (2 for boys and 2 for girls)
13.	Dustbins <ul style="list-style-type: none"> ● Size: Big ● Total requirement: 12 Nos ● 4 Nos at Food Corner ● 3 Nos near corners with big umbrellas ● 1 No near Green Room ● 1 No. near VIP Room ● Other 3 Nos in three different places

1. (iii)

Sl.No	Description of Work / Item(s) – Lighting and Sound
1.	6 Nos. of Sound Box with stand
2.	4 Nos. Stage Monitors for sound
3.	Par Light for Stage Show -20 Nos.
4.	Halogen Light- 10 Nos
5.	Podium – 1 No. Goose Neck Microphone for podium – 2 Nos. Head Microphone – 2 Nos. Cordless Microphone – 4 Nos. Microphones with Stand – 2 Nos.
6.	56" TV monitors with complete setup for audience – 4 Nos.
7.	TV monitors for stage – 2 Nos. (smaller size)
8.	Other Items: - 1 Laptop, Mixer Jack, Cable and all complete Sound System etc.
9.	For Power Source: 2 Nos. 125 KV Generators

- ii) The Commission will have the right to modify, change, accept or reject the work in totality or any part thereof or cancel the project at any stage without assigning any reason.
- iii) The copyright of the work shall vest with the WBCPCR.
- iv) Dismantling and removal of material has to be done by the Tenderer at its own cost, hence the same may be factored in the financial quote.
- v) Dismantling should be done in such a manner as to enable the Commission to use the model in any way it deems fit.
- vi) Any form of canvassing shall be deemed as reason for disqualification.
- vii) The authority is, however, not bound to procure all services as suggested and/or specified by the bidder for the events.
- viii) WBCPCR reserves the right to procure the entire or part services and value of the contract in such case, will be determined accordingly.
- ix) WBCPCR reserves the right to cancel the tender at any time during the Tender process or after completion of the tender process at his/her own discretion, without assigning any reason, whatsoever, without any requirement of intimating the bidder of any such change.
- x) **The major responsibilities and scope of work as specified in this Tender Document are indicative only and not exhaustive in any manner.**

2. Time frame

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

3. Design Fabrication etc:

The bidder should quote for the Pandal design, fabrication, and presentation keeping the following requirements in mind inclusive of all.

The fabrication should be made as per following details:

- I) Soft copies of IEC materials will be provided by WBCPCR
- II) Minor addition and alteration may have to be done depending upon requirement of the pandal without any extra cost.

4. Technical Bid

- i) **3D design in pendrive to be displayed on laptop**
- ii) The Chairperson of WBCPCR retains the sole discretion for accepting or rejecting any miniature model or 3D Computer Image without showing any reason. No claim from the tenderer for reconsideration will be entertained. The decision of the Chairperson will be final.
- iii) Originals of all the documents uploaded with the Technical Bid be made available with the Tenderer(s) /Authorised Representative at the time of opening of Technical Bid for verification, if required.

- iv) The bids will be evaluated strictly in accordance with the terms and conditions specified in this Tender document.
- v) **The West Bengal Commission for Protection of Child Rights reserves the rights to reject one or more bid without assigning any reason for the same.**
- vi) The Earnest Money Deposit of unsuccessful Tenderer(s) will be returned as detailed in “(ix) of Section B” above.
- vii) Bidder must submit online generated receipt of EMD along with technical proposal.

5. EVALUATION OF TECHNICAL BIDS

Each tenderer has to submit Technical Bid and also to present miniature model. Technically Qualified Bidder will be selected by the ‘Tender Evaluation Committee’ on evaluation of presentation. The decision of the ‘Tender Evaluation Committee’ in this regard is final and binding on all.

6. Financial Bid

- 1) The financial bids of only those **Tenderer(s) who qualify in the Technical Bids shall be opened** and which shall be intimated to the technically qualified Tenderer(s).
- 2) The Chairperson, WBCPCR reserves the sole right to accept or reject the Tender / Financial Bid.

7. INSURANCE

The tenderer shall be responsible for any injury to persons, animals, etc. and for any damages to the work structure and decorative works in the property which may arise from operation or neglect of himself or any of his sub-tenderer or his or sub-contractor’s employee, and such injury or damage may arise from carelessness, accidents or any other cause whatsoever connected with carrying out of this contract. This clause shall be held to include any damage to buildings, whether immediately adjacent to or otherwise, any damage to roads, streets, footpaths, etc. as well as any damage caused to the works forming the subject to this contract by any inclemency of weather. The tenderer shall indemnify the WBCPCR and hold them harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury and damage, under any acts of Government or otherwise, and also in respect of any award of compensation consequent upon such claims.

8. FIRM PRICES :

- Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the authority reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.
- The firm should quote the tax liability on the date of submission of financial bid for arriving at the lowest one.
- Prices in any form or by any reason before opening the Commercial Bid should not be

revealed, failing which the offer shall be liable to be rejected. If price change is envisaged due to any clarification, revised Bid in a separate sealed cover shall be submitted with prior written permission of the authority.

9. Fraud and Corruption :

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 as stated below:

- ✓ 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.

10. 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 shall not entertain any request for clarification from the Bidder regarding such conditions.
- ✓ It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the authority and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the authority on account of failure of the Bidder to appraise themselves of local laws and site conditions.

11. CONSORTIUM:

Consortium is not allowed.

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

13. CONDITIONS FOR EXTRA WORK / REVISED WORK ORDER :

- ✓ The provisions of the Contract shall apply to extra work performed as if the Extra work/revised 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.

14. SUSPENSION OF WORK :

The Bidder shall, if ordered in writing by the WBCPCR through 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.

15. PAYMENT SCHEDULE and PROCEDURE :

- No advance will be made.
- Payments will be released as per agreed terms and conditions mutually settled with the successful bidder.
- **Invoice should be raised in favour of the Assistant Secretary, WBCPCR for payment.**

16. TERMINATION :

The Chairperson, WBCPCR 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 WBCPCR 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 WBCPCR'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 WBCPCR, in relation to any of terms of the Implementation Agency's Bid, the Tender or this Contract.

17. DISPUTE RESOLUTION :

WBCPCR 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.

18. CONFLICT OF INTEREST :

The Bidder shall disclose to the WBCPCR 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.

19. 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.

20. PUBLICITY :

The Bidder shall not make a public announcement or media release about any aspect of this contract unless WBCPCR first gives the Bidder its written consent.

21. 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.

22. ADDITIONAL INFORMATION :

The West Bengal Commission for Protection of Child Rights shall have the following rights:

- i) Postpone and/ or extend the date of receipt of or to withdraw the bidding notice without assigning any reason thereof. In such an event, consulting bidders shall not be entitled to any compensation in any form, whatsoever.
- ii) Cancel the bidding process and reject all or any of the proposals and will not be bound to accept the bid quoting lowest (L1) rate or any proposal or to give any reasons for the decision in the consultation with the Tender Committee.

In case, the last date for submission & opening of tenders is declared as a public holiday, the next official working day shall be deemed as last date of submission and opening of proposals without any change in time indicated. No separate notice to this effect shall be issued

The contractor shall comply with all the bye-laws and regulations of local and other statutory authorities having jurisdiction over the works and shall be responsible for the payment of all fees and other charges and the giving and receiving of all necessary notices, and inform the same compliance with bye-laws, payments made, notices issued and received.

NB: General Information

1. Tender selection Committee constituted as per Order of the WBCPCR will function as Evaluation Committee for selection of technically qualified tenderers.
2. **Opening & evaluation of tender:**
If any tenderer is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.
3. **Opening of Technical Proposal:**
Technical proposal will be opened by the Tender Selection Committee and their authorized representatives electronically from the website using Digital Signature Certificate (DSC).
4. Cover (Folder) for statutory Documents will be opened first and if found in order, Cover (folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.
5. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.
6. Summary list of technically qualified will be uploaded online.
7. During evaluation the committee may summon any of the Bidders & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the submitted time frame, their proposals may be liable for rejection as per discretion of the Tender Evaluation Committee.



Assistant Secretary

West Bengal Commission for Protection of Child Rights

Memo No. 2875/1(8)/WBCPCR-14017/6/2023-SEC(WBCPCR)-WBCPCR Date: 31/10/2023

Copy forwarded for information to:-

- 1) Joint Secretary (Administration), WCD&SW Department- with a request to arrange for putting up the notice in the office notice board.
- 2) Sr. P.S. to HCP, WBCPCR.
- 3) Sr. P.S. to the Secretary, WBCPCR
- 4) Joint Secretary, WCD&SW Department- with a request to upload the NIQ in the website of the Department.
- 5) Section Officer, WBCPCR
- 6) Shri Chiranjib Acharyya, Accountant, WBCPCR
- 7) Shri Kuldeep Polley, Data Entry Operator, WBCPCR

He is requested to upload this notice in the official website of WBCPCR

- 8) Office Copy



Assistant Secretary

West Bengal Commission for Protection of Child Rights