GOVERNMENT OF WEST BENGAL
Information & Cultural Affairs Department
Kolkata Chalachitra Utsav
1/1, A.J.C. Bose Road
Kolkata-700020

Memo. No: 051 – ICA(KFF)-08/12 **Dated: 27/08/2012**

Proposal for appointment of an agency for Site Preparation, Decorations, Illuminations, Supply, Installation, Commissioning and Integration of various Events like Press Conference, Inaugural Ceremony, Venue branding and decoration, Closing Ceremony, Temporary infrastructure for stalls, seminar, Preparation of decorative Gates, Pillars etc. for 18th Kolkata Film Festival,2012 to be held from 10.11.2012 to 17.12.2012 at different venues in Kolkata" is invited by the undersigned on behalf of Kolkata Chalachitra Utsav.

Interested agency may submit the proposal after going through the Tender Documents which may be available from the office of the Director, Kolkata Film Festival, 1/1,A.J.C.Bose Road, Kolkata-700020 in working days except Government Holidays starting from 03/09/2012 to 11/09/2012 between 12.00 noon and 5.30 p.m. and on 12/09/2012 till 1.00 pm by paying Rs.100/- through demand draft/bankers pay order from a scheduled bank, drawn in favor of Kolkata Chalachitra Utsav,Payable at Kolkata. The document may also be downloaded from the Website of http://www.banglarmukh.gov.in at free of cost. The last date of submission of duly filled in proposal along with prescribed tender document is **12.09.2012 up to 6.30 p.m.**

Director
Kolkata Film Festival

Request for Proposal For Appointment of an Agency for "Site Preparation, Decoration, Supply, Installation, Commissioning, Integration of various Events like Press Conference, Inaugural Ceremony, Venue branding and decoration, Closing Ceremony, Temporary infrastructure for Stalls, organizing Hi-Tea etc. for 18th Kolkata Film Festival,2012"

Date of Issue: ……

Name & Address of the Firm: ……

Important Notice:

Bidders are advised to study and understand tender document before submission of bids. An incomplete offer and/or late bid is liable to be ignored/ summarily rejected. The bidders must submit the tender documents along with their bids.

Invitation for Bids

SECTION – I

1. **Section I - Invitation to Bidders/Important dates:**
The invitation to bid is for "Site Preparation, Decoration, Supply, Installation, Commissioning, Integration of various Events like Press Conference, Inaugural Ceremony, Venue branding and decoration, Closing Ceremony, Temporary infrastructure for organizing Hi-Tea etc. for 18th Kolkata International Film Festival,2012" being organized by Kolkata Chalachitra Utsav, 1/1, A.J.C. Bose Road, Kolkata-700020 from 10.11.2012 to 17.11.2012.

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.

1.0The major components of the work are:

1.1 Issuer:
Director, Kolkata Film Festival, 1/1,A.J.C.Bose Road,Kolkata-700020.

1.2 Contact Person:
Director, Kolkata Film Festival, 1/1, A.J.C. Bose Road, Kolkata-700020.

1.3Key Events & Dates:

Event	**Target Date**
Non-Refundable tender fee	Rs.100/- through demand draft/bankers pay order from a scheduled bank, drawn in favor of Kolkata Chalachitra Utsav,Payable at Kolkata. No tender fee shall be payable if document is downloaded from the Website of www.balgarmukh.com
Sale of tender	All working days except Government Holidays starting from 03/09/2012 to 11/09/2012 between 12.00 noon and 5.30 p.m. and on 12/09/2012 till 1.00 pm from the office of **Director, Kolkata Film Festival, 1/1, A.J.C. Bose Road, Kolkata-700020.**
Earnest Money Deposit (EMD)	Rs. 25,000/- (Rs. Twenty Five Thousand only) in the form of Demand Draft or Bank Guarantee in favor of Kolkata Chalachitra Utsav,Payable at Kolkata from a nationalized/scheduled bank.
Last date for submission of bids	**12.09.2012 up to 6.30 p.m.**
Opening of Pre qualification bids, EMD and Technical bids in the Conference Room, Nandan, West Bengal Film Centre, 1/1,A.J.C.Bose Road, Kolkata-700020.	**13.09.2012 at 4.30 p.m.**
Presentation on technical bid by short-listed bidders, if required	To Be Declared Later
Declaration of short-list of bidders for commercial bid	To Be Declared Later
Opening of commercial bids	To Be Declared Later
Language of the Bid	This bid should be filled in English language only. If any supporting documents are to be submitted, in any other language other than English, then translation of the same in English language attested by the bidder should be attached.

1.4 Procurement of Document:
The document can be downloaded from the website http://wwwbanglarmukh.gov.in at free of cost. Interested bidders may obtain complete set of bid document from the office of **Director, Kolkata Film Festival, 1/1, A.J.C. Bose Road, Kolkata-700020** between 12 noon and 5.30 p.m. on all working days except Sunday and Government holidays from 03/09/2012 to 11/09/2012 between 12 noon and 5.30 p.m. and on

12/09/2012 till 1.00 pm. Fee of Rs. 100/- shall be paid in the form of a demand draft/bankers pay order of any nationalized / scheduled / commercial bank located in India, payable at Kolkata, drawn in favor of Kolkata Chalachitra Utsav.

1.5 Venue and Deadline for submission of Proposal:

The bids complete in all respects addressed to the Director, Kolkata Film Festival, 1/1, A.J.C.Bose Road, Kolkata-700020 should reach by hand/post at the following address latest by 12/09/2012, 6.30 p.m.

Director, Kolkata Film Festival, 1/1, A.J.C.Bose Road, Kolkata-700020
Phones: 033-2223-1655; Fax:033-22235744.

1.6 The Bid comprising of EMD, Eligibility Criteria and Technical bid will be opened in the Conference Hall of Nandan, West Bengal Film Centre, 1/1, A.J.C.Bose Road, Kolkata-700020 on 13/09/2012 at 4.30 p.m in the presence of bidders who choose to be present and whose EMD and Eligibility Criteria Documents are in order. Any proposal received after the deadline for submission of proposals mentioned in above will be summarily rejected and returned unopened to the Bidder. The authority of Kolkata Film Festival (KFF as mentioned herein) shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

1.7 The major responsibilities of the bidder shall include:

Bids are invited for "Site Preparation, Decoration, Supply, Installation, Commissioning, Integration of various Events like Press Conference, Inaugural Ceremony, Venue branding and decoration, Closing Ceremony, Temporary infrastructure for organizing Hi-Tea etc. for 18th Kolkata Film Festival,2012"

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 18th Film Festival,2012, intention of the authority of Kolkata Film Festival would be to have a complete proposal from the bidders. The authority of Kolkata Film Festival is, 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 authority of Kolkata Film Festival. 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.	*Valid documentary proof of:* ✓ Certificate of incorporation ✓ Certificate of Commencement ✓ Copy of Memorandum of Association *Valid documentary proof of:* ✓ 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 31.03.2012.	• 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 as on 31.12.2011 having work value not less than 25 lakh.	Copy of work orders / client Certificates/ Completion certificates confirming the order value/cost.
4	The bidder should furnish, as part of its bid, an earnest money deposit of Rs 25,000/- (Rupees twenty five thousand).	In the form of Demand Draft/Bankers cheque/Bank Guarantee/Fixed Deposit from a Nationalized / Scheduled Bank in India, in favour of "Kolkata Chalachitra Utsav"
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 must produce.
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 authority of Kolkata Film Festival 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

3. Scope of work for Various Events

1. Inaugural Ceremony at Netaji Indoor Stadium

Dais/Stage	Inaugural Program Musical Concert Dance program Screening of film	a. Erection of stage with back drop, carpeting etc. b. Arrangement of lighting of Stage shows c. Arrangement of sound system d. Arrangement of Giant Screen/LCD Projector for live display on both sides. e. Arrangement of projection system f. Arrangement for sound proofing. g. Floral decoration of dais and flower bouquet. h. Name tag on the dais i. Equipment for stage management with manpower j. Power Backup
Audience Place	a. Chair with cover & ID sticker b. Partitioning of the place c. Carpeting d. Dais for media people e. Construction of dais for projection & live telecast f. Power backup	
Green Room	a. Construction of green room. b. Arrangement of refreshment for participants.	
Venue Decoration	a. Flex at different places inside/outside venue – with frame, plain, with stands b. Gates, Pillars c. Help desk d. Masking of the venue e. Barricading inside and outside the venue f. Illumination of the Venue & light for roads g. Power backup	

2. Closing Ceremony at Nandan / any other places

Stage	Closing Program Dance program	a) Decoration of stage with back drop. b) Arrangement of lighting of Stage programs c) Arrangement of sound system. (integration with prevailing sound arrangement in the hall) d) Floral decoration of dais and flower bouquet. e) Equipment for stage management with manpower
Audience Place	a) ID sticker b) Barricading for media people c) Arrangement of satarangi, dais etc for performances at the campus.	
Green Room	a) Construction of green room. b) Arrangement of refreshment for guests.	
Venue Decoration	a) Flex at different places inside venue – with frame, plain, with stands b) Help desk c) Floral decoration of the venue	

3. Venue Decoration & others

Venue decoration	a) Construction of Gates, Pillars, dropdowns, standy, framing of flex etc. b) Gates at other venues, welcome gates, arch gates, pillars in the city c) Printing of flex of different size at railings, and other prominent places inside the venue. d) Airport branding, Railway branding, Bus branding e) Signage, Corners/Walls, Hanger etc f) Kiosk at different location of city branding g) LCD display h) Help desk branding i) Adequate illumination of the venues.
Floral decoration	a) Floral decoration of Nandan Rabindra Sadan Complex b) Flower bouquets for guests at seminar & presentation
Stall Setup	a. Stall setup at Nandan Rabindra Sadan Complex b. Arrangement of tables, chairs, almirah, plug points racks, sofa set etc for different stalls & units opened related to festival c. Arrangement of sound system with music system & PA system for channel music d. Cabling for power supply at stalls and illumination of stalls. e. Arrangement of temporary pipeline for food stalls.
Temporary Auditorium	a. Erection of temporary auditorium including dais at Rabindra Sadan Area. b. Arrangement of Chairs, cubical. c. Setup for projection room. d. Arrangement of PA system e. Arrangement of lights and AC at auditorium. f. Setup of stall surrounding (outside) the auditorium for film market.

4. Hi- Tea & Press Conference

Hi Tea	a. Carpeting, Walling, partitioning of the area. b. Arrangement of lights, sound, plug points etc. c. Floral decoration of the area and flower bouquet. d. Arrangement of tables with canopies and other tables, chairs, sofa set e. Arrangement of hand sanitizers and tissue etc. f. Arrangement of hostess. g. Arrangement of Lounge music
Press Conference	a. Arrangement of backdrop b. Arrangement of sound system with PA c. Arrangement of lights d. Arrangement of Plasma with sound system for viewers at outside with live telecast facility. e. Appropriate decoration of the venue

5. Deployment of Security Personnel at Nandan Complex

Deployment of Security Personnel	a. Providing security services at the Nandan Complex - Adequate no. of Security personnel to be deployed at Nandan complex during the festival period from 10.11.12 to 17.11.12.

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 Kolkata Film Festival 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 Kolkata Film Festival shall not be responsible for any postal delay about non-receipt /non- delivery of the documents.

4.3 Procedure for Submission of Bids:

The bids are to be submitted in two separate sealed envelopes:

A. Envelop One Should Contain three separately sealed envelopes :
   1. EMD sealed separately and super scribed/ marked with words "EMD" on the envelope.
   2. Pre-qualification Bid Document sealed separately and super scribed/ marked with words "Pre-qualification Bid" on the envelope.
   3. Technical Bid sealed separately and super scribed/ marked with words "Technical Bid" on the envelope.

B. Envelop Two Should Contain :
   1. Financial Bid sealed separately and super scribed/marked with words "Financial Bid" on the envelope.

- The two envelopes containing copies of EMD, Pre-qualification Bid, Technical Bid and Financial Bid should be put in another single sealed envelope clearly marked

  "Appointment of an Agency for **Proposal For Appointment of an Agency for Site Preparation, Decoration etc. for 18th Kolkata Film Festival, 2012"**

  These envelopes are to be super scribed with Tender Number and the wordings "DONOT OPEN BEFORE 4:30 pm of 13/09/2012."

  Please Note that Prices should not be indicated in the Pre-Qualification Bid and Technical Bid but should only be indicated in the Commercial Bid.

- The cover thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
  - As part of the bid, Bidder should also provide the Technical and Commercial bid in soft copy format, in the form of a non-re-writeable CD (Compact Disc). The CDs containing technical bid should be sealed along with the hard copy of the technical bid and the CD containing commercial bid should be sealed along with the hard copy of the commercial bid. All CDs submitted by the Bidder must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the Bidder using a "Permanent Pen/Marker", should be super-scribed with "Technical Bid-Soft Copy" / "Commercial Bid- Soft Copy" (as the case may be) and should bear the name of the Bidder.
  - Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by the authority of Kolkata Film Festival in the contents of the CDs and

original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

- Bidder must ensure that Technical Bid CD do not contain any Commercial items / prices.
- Telex/Telegraphic/Tele-fax bids will not be considered. All out-station bids, if sent by post, should be sent under registered cover. • If the outer envelope is not sealed and marked as indicated above, the authority of Kolkata Film Festival will assume no responsibility for the bid's misplacement or premature opening.

4.4 Earnest money deposit (EMD)

- All bids must be accompanied by an earnest money of Rs. 25,000/- (Rs. Twenty Five Thousand only) in the form of Demand Draft (DD)/ Bankers cheque (BC)/Bank Guarantee/Fixed Deposit from a Nationalized / Scheduled Bank in India and shall be valid for at least six months, in favour of "Kolkata Chalachitra Utsav". 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 authority of Kolkata Film Festival 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 Kolkata Film Festival 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 authority of Kolkata Film Festival 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 pre-qualification bid:

Conference Hall,Nandan, West Bengal Film Centre, 1/1, A.J.C.Bose Road, Kolkata-70020.

4.6. Documents comprising the bids:

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

A. Pre qualification Bid

The pre-qualification Bid, besides the other requirements of the Tender, shall comprise of the following

- ✓ Compliance sheet
- ✓ Cover letter
- ✓ EMD
- ✓ All documents supporting the pre qualification criteria

B. Technical Bid

The Technical Bid, besides the other requirements of the Tender, shall comprise of the following:

- ✓ Technical Bid Letter
- ✓ General information about the Bidder

C. Commercial Bid

The Commercial Bid, besides the other requirements of the Tender, shall comprise of the following:

- ✓ Commercial Bid Letter
- ✓ Breakdown of Cost Components

4.7. Bid Prices

- The Bidder shall indicate in the Proforma prescribed, the unit rates and total Bid Prices of the hiring equipment / services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in Tender Documents.
- In absence of above information, a bid may be considered incomplete and be summarily rejected.
- The Bidder shall prepare the bid based on details provided in the tender documents. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the KFF. The Bidder shall carry out all the tasks in accordance with the requirement of the tender documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the tender documents. If during the course of execution of the project any changes in the number of items/equipments are required to be made to meet the goals of the KFF, all such changes shall be carried out within the current price quoted for that item/equipment by the Bidder. However, the benefit for fall in prices and bulk discount may be passed on to KFF.

4.8. 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 KFF 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 KFF.

Fraud and Corruption:

4.10. The KFF 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 KFF, 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.

4.11 The KFF 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.

4.12 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 KFF in advance.

4.13. 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 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 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.

4.14. Consortium

Consortium is not allowed.

4.15. Last Date for Receipt of Bids

4.15.1. Bids will be received by the KFF at the address specified *under* Section I -Invitation for Bids. In the event of the specified date for the receipt of Bids being declared a holiday for the KFF, the Bids will be received up to the appointed time on the next working day.

4.15.2. The authority of Kolkata Film Festival 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 Kolkata Film Festival and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

4.16. Late Bids

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

4.17. 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 Kolkata Film Festival **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.

4.18. Address for Correspondence

The Bidder shall designate the official mailing address, place and fax number to which all correspondence shall be sent by the KFF (the authority of Kolkata Film Festival)

4.19. Contacting the KFF

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

4.20. Opening of Technical Bids by KFF

- ✓ KFF 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.

4.21. Evaluation of Bids

- ✓ The selected Bidders must possess the requisite experience, strength and capabilities in providing the services necessary to meet the KFF'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 KFF, for the period of the contract.
- ✓ The evaluation process of the tender proposed to be adopted by the KFF is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the KFF may adopt. However, the KFF 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 KFF will examine the bids to determine whether they are complete, whether the bid format confirms to the Tender requirements, whether any computational errors have been made, whether required EMD & Tender Fee has been furnished, whether the documents have been properly signed.
- A bid determined as not substantially responsive will be rejected by the KFF 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 KFF 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 KFF 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 KFF"** means the organization purchasing the service i.e. Kolkata Chalachitra Utsav registered under Society Registration Act, Government of West Bengal includes an officer who is authorized on behalf of the Director, Kolkata Film Festival, 1/1,A.J.C.Bose Road, Kolkata-700020.

d) **"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 KFF 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 15 days 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 KFF 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

KFF or KFF representative that the actual progress of work does not conform to the approved program the Bidder shall produce at the request of the KFF 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 KFF 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 KFF, 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 KFF
- 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 KFF 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 KFF 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 KFF Representative the person in question has miss conducted himself or his deployment is otherwise considered undesirable by the KFF 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 KFF Representative.
- The KFF'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 KFF, to any outside agency without prior written permission from the KFF.
- ✓ 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 KFF.

5.8. Change Order

- The change order will be initiated only in case:
  a. The KFF 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 KFF and for which cost and time benefits shall be passed on to the KFF,
  c. KFF 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 KFF 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 KFF 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 KFF.

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 KFF 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 KFF to enable the KFF 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 KFF 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 KFF 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 KFF 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 KFF 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.

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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 Director, Kolkata Film Festival, 1/1,A.J.C.Bose Road, Kolkata-700020.
- Invoice should be accompanied by work done certificate duly issued by the authorised KFF Representative

5.13. Termination

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

5.15. Dispute Resolution

The KFF 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 KFF 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 KFF, under or by virtue of or arising out of, this contract, nor shall the KFF entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favour of the KFF in such forms as shall be required by the KFF 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 KFF 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 Director,
Kolkata Film Festival,
1/1,A.J.C. Bose Road,
Kolkata- 700020

Sir,

I have carefully gone through the Terms & Conditions contained in the document [No. ……..] regarding Appointment of an Agency for for "Site Preparation, Decoration, Supply, Installation, Commissioning, Integration of various Events like Press Conference, Inaugural Ceremony, Venue branding and decoration, Closing Ceremony, Temporay infrastructure for organising Hi-Tea for 18th Kolkata Film Festival,2012" being organized by Kolkata Chalachitra Utsav.

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 1 – Technical Bid Letter

To,
The Director,
Kolkata Film Festival,
1/1,A.J.C. Bose Road,
Kolkata- 700020

Sir/ Madam,

Subject: Appointment of an Agency for for "Site Preparation, Decoration, Supply, Installation, Commissioning, Integration of various Events like Press Conference, Inaugural Ceremony, Venue branding and decoration, Closing Ceremony, Temporay infrastructure for organising Hi-Tea etc. for 18th Kolkata Film Festival,2012" being organized by Kolkata Chalachitra Utsav.

Reference: Tender No:

We, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number along with the following:

1. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft/BG for the sum of Rs.25000/-- (Rupee twenty five thousand only).This EMD is liable to be forfeited in accordance with the provisions of the General Conditions of the Contract.

2. CONTRACT PERFORMANCE GUARANTEE BOND
We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond as mentioned in the tender document.
We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation
Seal
Date:
Place:

Format for Commercial Bid

Evaluation of Commercial Bids:

Commercial bids of those bidders who qualify the technical evaluation will be opened.

- ✓ The comparison shall be of all-inclusive price of goods, such price to include all costs as well as duties and taxes paid or payable.
- ✓ Bids will be evaluated on the basis of lowest quote (LQ1) for Grand Total under "Summary of Cost Components" and "Financial Details".
- ✓ Quotes for optional items will not be considered for deciding LQ1

Format 1 – Commercial Bid letter

The Director,
Kolkata Film Festival,
1/1,A.J.C. Bose Road,
Kolkata- 700020

Sir/ Madam,

Subject: Appointment of an Agency for for "Site Preparation, Decoration, Supply, Installation, Commissioning, Integration of various Events like Press Conference, Inaugural Ceremony, Venue branding and decoration, Closing Ceremony, Temporay infrastructure for organising Hi-Tea for 18th Kolkata Film Festival,2012" being organized by Kolkata Chalachitra Utsav.
Reference: Tender No:

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of Appointment of an Agency for for "Site Preparation, Decoration, Supply, Installation, Commissioning, Integration of various Events like Press Conference, Inaugural Ceremony, Venue branding and decoration, Closing Ceremony, Temporay infrastructure for organising Hi-Tea for 18th Kolkata Film Festival,2012

- PRICE AND VALIDITY
  - ✓ All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the date of opening of the Tenders.
  - ✓ We hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.
  - ✓ We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altercated under the law, we shall pay the same.

- **UNIT RATES**

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to /decrease from the scope of work under the contract.

- **EARNEST MONEY DEPOSIT (EMD)**

We have enclosed an EMD in the form of a Demand Draft/BG for a sum of Rs. 25000/- (Rupees twenty five thousand only) Valid up to 180 days till the validity of bid. This EMD is liable to be forfeited in accordance with the provisions of the General Conditions of the Contract.

- **TENDER PRICING**

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

- **QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard, we agree to furnish the same in time to your satisfaction.

- **BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the Schedule of Requirements and Tender documents. These prices are quoted in a sheet attached with our Tender as part of the Tender.

- **CONTRACT PERFORMANCE GUARANTEE BOND**

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond as required as per tender terms and conditions.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief. We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no Technical deviations are attached here with this commercial offer.
Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation
Seal
Date:
Place:
Business Address:

Breakdown of Cost Components

- ✓ All the prices (even for taxes) are to be entered in Indian Rupees ONLY (%age values are not allowed)
- ✓ All unit rates indicated in the schedules shall be inclusive of all taxes, Levies, duties etc.
- ✓ It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.
- ✓ KFF reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- ✓ KFF shall take into account all Taxes, Duties & Levies for the purpose of Evaluation

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

- ✓ The bidder to note that following recurring expenses shall be reimbursed on actual:
  - Diesel Cost
- ✓ The Unit Rate as mentioned in the following formats shall be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, KFF retains the right to negotiate this rate for future requirements

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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.