

**Office of the Chief Electoral Officer, West Bengal**  
**Balmer Lawrie Building, 21, N.S Road, Kolkata- 700001**  
**☎(033) -2231-0840**

NIT NO. CEOWB/2022/e-tender/05/SVEEP /Creative Agency

Date: 28.09.2022

Notice Inviting e-Tender No. CEOWB/2022/e-tender/05/SVEEP /Creative Agency Dated 28.09.2022 of the Chief Electoral Officer and Additional Chief Secretary to the Government of West Bengal.

The Chief Electoral Officer and Additional Chief Secretary to the Government of West Bengal invites e-Tender Pre-qualification-cum-Tender (two cover system) for the work as detailed below. (Submission of Bid through online)

Name of the work	Earnest Money	Eligibility Criteria	Disqualificati on Criteria	Rejection Criteria
Selection of Creative Agency For Development of quality documentation work including Designing, printing, binding and ancillary creative works(colour & Black & white)	₹ 1,00,000/- (Rupees one lakh only)	<p>i) The Creative Agency must have been in operation for a minimum of 5 years as on the date of the issue of this RFP in designing/ production of creatives/ commercials for various media, including print, Television, Radio, social, outdoor and others as well as documentation in narrative &amp; audio visual formats and publicity materials including memento, calendars and such other deliverables.</p> <p>ii)The Creative Agency (Single firm not group companies or group of firms) must have an Annual Turnover of INR 50 lakhs and above consistently in the last three audited financial years.</p> <p>iii)The Creative Agency should have handled at least one creative account in any sector with revenue of over INR 20 lakhs in any one of the last three financial years.</p> <p>iv)The creative agency must have preferably handled campaign of at least one brand at National/ State level.</p> <p>v) The Creative Agency should be able to provide a qualified, dedicated servicing and creative team, for undertaking the creative work and campaign of the CEO Office, WB.</p>	<p>Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:</p> <p>(i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements and /or record of submission of any false / fake document(s).</p> <p>(ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate</p>	<p>During scrutiny of Technical Bid / Tender documents if it is found that any information is incorrect or inadequate in the Technical Bid / Tender documents, the same will be rejected without assigning any reason thereof. The Chief Electoral Officer, West Bengal will have the sole discretion to decide the eligibility of</p>

	<p>The Creative Agency team would be required to work closely with this office.</p> <p>vi) Should not hold any sanction/black-listing by any PSU/State or Central Government organization persisting on the last due date of receipt of RFP/tender or the Bidder should not have any history of having been disqualified while undertaking any previous work or refusal of work after the work is offered to it by any Government entities or from this Office or has a history of Court Cases against any Government entities or with this Office</p> <p>vii) Relevant certificates/documents in support of fulfilment of eligibility criteria must be submitted, otherwise financial bids will not be considered.</p> <p>viii) Be a registered Company/undertaking/entity formed and operating under the Indian Companies Act, statutory rules / obligations, in India for at least 5 years.</p> <p>ix) The bidder must have an office in Kolkata or undertake to set up an office within 15 working days of signing of the agreement</p> <p>x) The Bidder must have a positive Net Worth in the preceding three audited accounting years.</p> <p>xi) The Firm / Agency shall have at its disposal a pool of highly competent staff Including photographers, videographers, media editors, graphics designers and editors, with extensive experience in creating media on themes noted above.</p> <p>Further details are given under appropriate clause of NIT</p>	<p>delays in completion, litigation history, or financial failures etc.</p>	<p>the Bidder on the basis of submitted documents and evaluation thereof and reserves the right to refuse any explanation to Bidders or any applicant without assigning any reason thereof. The decision of this Office in this respect will be final.</p>
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## 1. Bid Data Sheet

1	e-tender Inviting Authority	Office of the Chief Electoral Officer, West Bengal
2	Name of the Work	Selection of Creative Agency For Development of quality documentation work including Designing, printing, binding and ancillary creative works(colour & Black & white)
3	e-tender Reference	CEOWB/2022/e-tender/05/SVEEP /Creative Agency Dated 28.09.2022
4	Start Date for issue of e-tender documents	28.09.2022 at 18:00 hrs
5	Last Date for seeking clarification	12.10.2022 upto 14:00 hours at the designated e-mail Id noted below
6	Date and Time and Venue for Pre-Bid Conference	13.10.2022 at 15:30 hrs at the Conference Hall in the Office of the Chief Electoral Officer, West Bengal
7	Last Date and Time for submission of Bids	28.10.2022 upto 15:00 hrs
8	Date and Time for making presentation	02.11.2022 at 13:30 hrs
9	Opening of the Technical proposal	07.11.2022 at 15:00 hrs
10	Place of Opening of Technical Proposal	Office of the Chief Electoral Officer, West Bengal, 21, Netaji Subhas Road, Balmer Lawrie Building, Kolkata- 700001
11	Opening of the Financial Bid	09.11.2022 at 15:00 hrs
12	Earnest Money Deposit (EMD)	₹ 1,00,000/- (Rupees one lakh only)
13	Address for Communication	Office of the Chief Electoral Officer, West Bengal, 21, Netaji Subhas Road, Balmer Lawrie Building, Kolkata- 700001. Landline : 033-2231-0840 Fax : 033-2231-0840 E-mail: <a href="mailto:ceo_westbengal@eci.gov.in">ceo_westbengal@eci.gov.in</a> Website: <a href="http://www.ceowestbengal.nic.in">www.ceowestbengal.nic.in</a>



(Dr Aariz Aftab)  
Chief Electoral Officer,  
West Bengal

## **2. Overview of the Work**

Office of the Chief Electoral Officer, West Bengal is a Constitutional Body in the state mandated with the conduct of free, fair and credible elections to the Parliament and the State Legislatures as well as the Presidential and Vice-Presidential elections. The Chief Electoral Officer, West Bengal is also mandated to undertake Roll Revision activity and Voters' Education programmes as per instructions of the Commission from time to time.

This Office desires to build traditions of inclusion and greater participation among the citizens of the State and for this purpose, it undertakes campaigns in print, electronic, social and outdoor media. It releases advertisements related to important events such as elections, Revision of Electoral Rolls and National Voters' Day organised at State and District levels from time to time.

This Office undertakes production of publicity and promotional material on a regular basis as well as documentation of major events and activities in all formats namely narrative, photographic, audio-visual and others.

## **3. Scope:**

The Office of the CEO, WB proposes to engage a Creative Agency for designing and production of the required creative and publicity material, make documentation and to provide a vision and strategy for fostering inclusive and participatory democracy.

### **3.1 E-Tender Schedule**

The schedule which will be followed during this tender process is mentioned under Section 1 - Bid Data Sheet, unless otherwise stated by the Office of the CEO, WB.

The online e-Tenders should be uploaded in the website <https://www.wbtenders.gov.in> as per time frame mentioned in the Bid Data sheet.

The online tendering process shall be stopped beyond the time mentioned in the Bid Data sheet. The CEO, WB, may, in exceptional circumstances and at his discretion, extend the deadline for submission of the proposals by issuing an Addendum only.

### **3.2 Scope of Work**

The Office of the Chief Electoral Officer, West Bengal executes voter education activities throughout the year and is required to produce campaign material which may broadly be classified under following categories:

- Campaign activity in connection with General and Bye-Elections
- Campaign activity in connection with Electoral Registration Process
- Campaign activity in connection with the National Voters' Day

- Campaign activity in connection with Electoral Literacy Clubs
- Campaign activity in connection with the Persons with Disabilities ( PWDs)
- Campaign activity in connection with web radio
- Any other campaign activity as may be mandated by the Commission

Broadly, the Scope of work may be seen to fall as under:

- Providing a vision to create a theme/ tag line, a tune and a logo that will help in identification with citizens, in particular with youth, PwD, Transgenders, marginalised section like migratory labours, aboriginal tribes, aged electors, women electors with a view to promoting their participation in democratic processes. It should help in formulating and implementing a creative strategy for the office catering to the needs and sensibility of different sections of the society.
- Designing and production of creatives for collaterals, print, television, radio, social network, outdoor, internet and other media during the contract period on themes/subjects to be decided in due consultation, guidance and supervision of the CEO Office. The creatives would, at times, be required to be provided at a very short notice.
- Themes on which creatives would be based should be identified in advance strictly in consultation with this office. These creatives would be adaptable for use in all media formats. The designed creatives may be adapted in up to 4 languages – Bengali, English, Hindi and Nepali.
- Development of online games/quiz for different sections of the voters/electors.
- Preparation of documentation and designing of articles, advertorials, success stories and other forms of promotional literature including designing of newsletters developing the content materials to be prepared under the guidelines and supervision of the office.
- Conceptualization, formulation and production of promotional and documentary films of different durations on elections, electoral registration and other subjects as may be decided from time to time, with and without fresh shoot, with or without animation.
- Creative campaigns for the online/ internet & social media/ Television commercials of 15 minutes, 10 minutes, 5 minutes, 3 minutes, 2 minutes, 1 minute (60 seconds) duration, with 30-second/20 second/10 second edits for promoting the themes decided upon.
- Translation of content material from English to Bengali & Bengali to English, Bengali to Hindi & Hindi to Bengali and from English to Nepali.

#### **4.1 Eligibility Criteria:**

- The Creative Agency must have been in operation for a minimum of 5 years as on the date of the issue of this RFP in designing/production of creatives/commercials for various media, including print, Television, Radio, social, outdoor and others as well as documentation in narrative & audio-visual formats and publicity materials including memento, calendars and such other deliverables.
- The Creative Agency (Single firm, not group companies or a group of firms) must have an **Annual Revenue Turnover of INR 50 lakhs and above** consistently during the last three financial years.

- The Creative Agency should have handled at least **one creative account in any sector with revenue of over INR 20 lakhs** in any one of the last three financial years.
- The creative agency must have preferably handled campaign of **at least one brand at National/ State level for a Government/PSU or reputed private corporate house.**
- The Creative Agency should be able to **provide a qualified, dedicated service and creative team**, for undertaking the creative work and campaign of the CEO Office, WB. The Creative Agency team would be required to work closely with this office.
- The creative agency should have never been black-listed ever by any department of the Government of West Bengal till the date of issue of this RFP or the Bidder should not have any history of having been disqualified while undertaking any previous work or refusal of work after the work is offered to it by any Government entities or from this Office or has a history of Court Cases against any Government entities or with this Office
- Relevant certificates/documents in support of fulfilment of eligibility criteria must be submitted, otherwise financial bids will not be considered.
- Be a registered Company/undertaking/entity formed and operating under the Indian Companies Act, statutory rules / obligations, in India for at least 5 years.
- The bidder must have an office in Kolkata or undertake to set up an office within 15 working days of signing of the agreement
- The Bidder must have a positive Net Worth in the preceding three audited accounting years.
- The Firm / Agency shall have at its disposal a pool of highly competent staff Including photographers, videographers, media editors, graphics designers and editors, with extensive experience in creating media on themes noted above.

**4.2** The Bidder should have the following Eligibility Criteria and should enclose the mentioned documentary proof in Technical Bid.

Sl. No.	Criterion	Supporting Documents to be Submitted
1.	Be a registered Company undertaking/entity formed and operating under the Indian Companies Act, statutory rules / obligations in India for at least 5 years.	Copy of Incorporation / Registration/ Other relevant Certificate self-attested by authorized signatory of the bidder.
2.	The bidder must have an office in Kolkata or undertake to set up an office within 15 working days of signing of the agreement or else this will result in forfeiture of the EMD.	A self-certified letter signed in the Letter head by the authorized signatory of the bidder immediately after setting up of the office with documented proof on it.
3.	The bidder must have an annual turnover of 50 lakhs in Indian Rupees for each of the past three audited Accounting years	Copy of Certificate duly signed by Statutory Auditor  OR

		Annual Profit & loss A/c and balance sheet of past 03 audited years.  OR IT receipt for last 3 financial years.
4.	The Bidder must have a positive Net Worth in the preceding three audited accounting years.	Copy of Certificate duly signed by Statutory Auditor
5	<b>Creative Agency should have handled at least one creative account in any sector with revenue of over INR 20 lakhs in any one of the last three financial years.</b>	<b>Copy of such work order and payment certificate from the Competent authority</b>
6	a. Should not hold any sanction/black-listing by any PSU/State or Central Government organization persisting on the last due date of receipt of RFP/tender.  b. the Bidder should not have any history of having been disqualified while undertaking any previous work or refusal of work after the work is offered to it by any Government entities or from this Office or has a history of Court Cases against any Government entities or with this Office	Bidder should submit the declaration notarized by first class magistrate
7	The Firm / Agency shall have at its disposal a pool of highly competent staff  Including photographers, videographers, media editors, graphics designers and editors, with extensive experience in creating media on themes noted above.	Undertaking/ Self Certification from HR Head should be provided by detailing a list of such staff along with their work experience may be enclosed.

All the above mentioned documents/forms are to be submitted by the bidder as per proforma given in the e-tender in their letter head with proper signage and stamp by the authorized signatory of the bidder, to be qualified for the Technical Bid, apart from the score as detailed in the clause 4.4 and clause 6.9 or any other clause as indicated in the NIT document.

#### 4.3 IMPORTANT CONDITIONS APPLIED:

- The full copyright of all creative and publicity material produced would rest with the Office of the Chief Electoral Officer, West Bengal. This would include full copyright of images used in the creative and publicity material.
- The logo(s), punch line(s), tag lines(s), created for this office will be the property of the CEO, WB in perpetuity.
- All creative and publicity material designed/produced will ensure topmost quality.
- The Agency will ensure submission of required creatives/publicity material and any other work undertaken within the time frame that would be conveyed by this office for each work assigned to it.
- The ownership of all print/outdoor/on-line creative, TV commercials, radio jingles/spots and publicity material produced/designed through the Creative Agency will at all-time rest with this Office, and the agency/copywriter/ photographer/producer, etc. will have no proprietary or other rights in respect of the same, subject to full payment of that particular work by this Office. This would include full copyright for use of the images/photographs used in the creative and publicity material.
- The Creative Agency will provide the creatives and publicity & promotional material in standard formats as would be required and conveyed by the CEO, WB.
- Raw Stock / unmixed versions/ unused footage & photographs of the TV commercials and creatives will be the property of the CEO, WB and the same are required to be handed over to the CEO, WB.
- The Creative Agency will be responsible for facing the copyright issues concerning usage of images, footages, text material obtained through various sources. The CEO, WB will not be a party to any disputes arising out of copyright violation by the agency, provided this office does not violate any terms of the third-party agreement.
- The agency shall be required to maintain absolute objectivity and neutrality in developing the content of the creative material assigned to the agency. Moreover, the agency will have to obtain on its own the no-objection/ consent of characters/persons who have featured in the creatives. This office will not be held liable for any dispute arising out of this issue.
- The Creative Agency will be responsible for obtaining any permission that may be required for undertaking work on its own as detailed in this e-tender Document.
- A formal agreement will be signed up between the successful agency and the Office of the Chief Electoral Officer, West Bengal after submission of the Security Deposit by the



selected agency. The agreement will contain, inter alia, all conditions entailed in the e-tender document. Before the agreement is placed by the agency for signature, it shall be scrutinized by the office to ensure that the agreement is in conformity with the tender clause. The agency will be bound to follow high standards of objectivity and transparency in this regard.

- In case it is noticed that agency has been unable to deliver any work stated in the work order in part or whole under each item of work within the scheduled time, penalty @ 10% would be imposed equivalent to the cost of that unit of work for delay of every three days. CEO, WB reserves the right to deduct the penalty from pending bills submitted for the work already performed by the agency.
- In the office, time and quality are considered essence of work for which responsibility will be assigned upon the agency once selected. It may be that in times of emergency, the office may need to execute works in a very short time. It will be binding upon the agency to execute the work assigned upon it without delay. Any deviation from this will not only frustrate the purpose for which the work is assigned, but also tarnish the credibility of the agency, other than attracting pecuniary provisions under the tender document.
- CEO, WB is however not bound to accept any tender or to assign any reason for non - acceptance. CEO, WB reserves its right to accept the tender either in full or in part. Conditional, erroneous and incomplete Bids will be rejected outright.

#### 4.4 Scoring Model

##### TECHNICAL EVALUATION CRITERIA

S.No	Criteria	Basis for valuation	Max
1.	EXPERIENCE		10
	The Company/ Agency/ Entity must have experience of having executed works of similar nature for at least 5 years in the recent past	More than 10 years : 10 marks More than 8 years : 8 marks >=5 years & <= 8 years : 7 marks	
2.	COMPANY PROFILE		10
	Annual turnover of 50 lakhs in Indian Rupees for each of the past three audited accounting years	More than Rs 100 lakhs. : 10 marks >=Rs. 60 lakhs & <= Rs. 100 lakhs : 8 marks >= Rs. 50 lakhs & < Rs 60 lakhs : 7 marks	
3.	RELEVANT STRENGTHS		10

	No. of successfully implemented similar Projects in last 3 years in State & Central Governments	= 1 projects : 6 marks = 2 projects : 7 marks = 3 projects : 8 marks >3 projects : 10 marks	
4.	EXPERIENCE IN WORKING WITH ELECTION RELATED CAMPAIGN with ECI & IN OTHER STATES		10
		= 1 projects : 3 marks = 2 projects : 4 marks >2 projects : 5 marks	
5.	RESOURCE PROFILE		10
	Evaluation of Resume of all the technical/professional manpower proposed for the assignment	Qualitative assessment by the Proposal Evaluation Committee	
6.	PRESENTATION BY BIDDER		50
	The agencies will give a short presentation on the modalities of planning of activities/work structure with illustration and ideas		
Total Marks			100

Bidders, whose bids are responsive and score at least 50% in the (given) defined scoring mechanism would be considered technically qualified. Agency failing to make presentation would not be considered to be technically qualified

## 5. Preparation of Proposals

Agencies are required to submit a Technical Proposal and a Financial Proposal as specified below.

### 5.1. Technical Proposal

Agencies are expected to provide the Technical Proposal as specified in the RFP document. Material deficiencies in providing the information requested may result in rejection of a proposal.

The Technical Proposal shall contain following documents to be submitted in the standard formats given in this RFP document:

- Letter of Technical Proposal Submission.
- The exact information on eligibility criteria as mentioned in para 4.2 with supporting documents. Supporting documents/certificates towards fulfilling eligibility criteria must be submitted online, otherwise Financial Bids will not be opened.
- Profile and performance track record of agency, including strength and credentials of the agency network (details of networks, number of employees, details of the specialist partners/affiliates/associates, in-house facilities).
- Details of the team proposed to be dedicatedly deployed to work with the Office of the CEO, WB (In respect of the Social Media Sector) with qualifications and experience of the team members.
- Photo copy of PAN Card.
- Bid security in an acceptable form such as Bank Guarantee or Demand Draft from a scheduled Bank of Rs 1,00,000/- (Rupees one lakh only) drawn in favor of the CEO, WB. This payment will be made online in the portal.
- An undertaking on the letterhead of the Agency and signed by an authorized signatory, that the Agency will undertake the assignment, in accordance with the Scope of Work detailed in the e-tender document. The above undertaking submitted by the Agency shall be binding on the Creative Agency.

The Technical Proposal shall not include any financial information.

## **5.2 Financial Proposal**

In preparing the Financial Proposal, agencies are expected to consider the requirements and conditions outlined in the e-tender document.

The Financial Proposal shall contain the following documents to be submitted in the standard formats given in e-tender Document, comprising inter alia letter of Financial Proposal Submission.

### **5.2.1 Items of Works:**

- A. Development of quality documentation work including Designing, printing, binding and ancillary creative works,

colour and Black & White (1000 pages, 500 pages, 200 pages, 100 pages, 50 pages and 25 pages)

**IMPORTANT:**

For all items of works included under 5.2 work orders will be issued separately for each item of work. Payment on such occasions will be made on the basis of work orders issued as per approved rate against each item of work.

In pursuance of the instruction of the Election Commission of India the quantity of the each items may increase/decrease in number and in such cases the payment will be made on pro-rata basis of the approved rate of the Bid, for each item.

Taxes as applicable in India will be paid as per actuals.

The cost quoted will be firm and fixed for the duration of performance of the contract and at no point of time will any deviation from the quoted rate be entertained by this office.

The Financial Bid shall not include any conditions attached to it and presence of any such conditions attached to the financial proposal shall make it liable to be rejected summarily.

In case the scope of work is modified, the authority may increase or decrease the cost proportionately, post mutual discussion with the agency.

### **5.3 Submission of Proposals**

The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be authenticated by the persons or person authorized to sign the proposal.

An authorized representative of the firm should authenticate all pages of the Technical and Financial Proposals and necessary documents relating to such authorization shall be required to be furnished along with the bid.

## **6. Technical and Financial Bid Consideration and Evaluation:**

### **6.1 Technical Bid consideration and Evaluation:**

- Technical bids will be evaluated by the Proposal Evaluation Committee to be formed for the purpose by the Chief Electoral Officer, West Bengal.
- The Proposal Evaluation Committee constituted by the Chief Electoral Officer, West Bengal shall evaluate the responses to the e-tender and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- Each of the responses shall be evaluated as per the criteria and requirement specified in this e-tender.
- Financial bid shall be opened only for bidders who qualify in the technical evaluation as per the decision of the Proposal Evaluation Committee after analyzing the presentation made by the bidders.
- The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations and the decision of the Committee in the matter of evaluation of the bids shall be final and abiding.
- The decision of the Proposal Evaluation Committee will be uploaded in the e-Tender portal <https://www.wbtenders.gov.in>

## 6.2 Financial Bid Evaluation

The Financial Offer of the prospective bidders will be considered only if the Technical Bid of the bidder is found qualified by the 'Proposal Evaluation Committee' formed by the Chief Electoral Officer, West Bengal. The decision of the 'Proposal Evaluation Committee' will be final and absolute in this respect. Both Technical Bid and Financial Bids are to be submitted concurrently duly digitally signed in the e-Tender portal <https://www.wbtenders.gov.in>.

***The financial bids of only the qualified bidders as per conditions stated and the scoring model mentioned under Section 4.4 will come under consideration. The format of the item wise BOQ is attached in the annexure. The bidders should quote rate item-wise for all the items. No item of the BOQ should be left blank by the Bidder. One Bidder should quote for all the sub-categories of a particular item of work and the rate of the BOQ would be compared item-wise as a whole against all the sub-categories under that particular item of work.***

RFP/Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will have to be done as per time Schedule specified in this document under the heading, BID DATA SHEET.

## 6.3. Taxes and Duties

1. All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates. All prices quoted should be inclusive of all applicable taxes excluding service tax.
2. **The Bidder shall be solely responsible for the payment of all taxes including Service tax, Income Tax, duties, license fees etc. as per existing Government norms.**

3. In the eventuality of any increase in duties, taxes and surcharges and other charges on account of any revision, enactment during the period of validity of the Bids, the decision of Chief Electoral Officer will be final and binding and no disputes in this regard will be entertained.

## **6.4. Mode of Submission of Bids**

All documents and corresponding information are to be obtained, shared and submitted only through e-tender process. The Bid submission process has been detailed under the title *Instructions to Bidders*.

## **6.5. Pre-Bid Meeting**

The intending bidders and/or their official representatives may attend Pre-Bid meeting as mentioned in the Bid-Schedule.

The purpose of the meeting will be to clarify issues and address clarifications sought by the bidders in this context. The bidder is requested to submit his Request for Clarifications through email only, not later than 3 (three) calendar days before the meeting to be held at the Office of the Chief Electoral Officer, West Bengal 21, Netaji Subhas Road (2nd Floor), Kolkata- 700 001. The responses for the clarifications sought by the bidders will be uploaded in the portal. Any modifications in the bidding documents, which may become necessary as a result of the pre-bid meeting, shall be made by this Office exclusively through an Addendum which will be uploaded in the website. The decision of the Chief Electoral Officer, West Bengal in this regard shall be final and binding on all.

Email-id where the pre-bid queries are to be sent:

- [ceo\\_westbengal@eci.gov.in](mailto:ceo_westbengal@eci.gov.in)

However, it is not binding upon this office to hold a pre-bid meeting or restrict itself to holding only one such meeting. If it feels, that the clarifications sought by the bidders do not require a pre-bid meeting, it may cancel the meeting and send the replies to the bidders by email alone.

### **6.5.A Presentation by the Bidders:**

The Bidder will have to make a presentation before the Tender Evaluation Committee at the as scheduled in the Bid Data Sheet at Clause 1. The mark obtained in the presentation is an integral part of the scoring model at clause 4.4. **Agency failing to make presentation would not be considered to be technically qualified**

## **6.6. Cost of Bidding**

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

## **6.7. Language of Bidding**

The bid prepared by the bidders, as well as all correspondence and documents relating to the bids exchanged by the bidders and the Tendering Authority shall be in the English language only. Wherever the correspondence is not in English, requisite translation shall be attached and the English version shall prevail.

## 6.8. Bid Forms

The bidder shall complete the Bid Form (annexed with this document) and provide the relevant documents in obedience to the eligibility conditions for the bidders spelt out in this document. All forms and corresponding information shall be uploaded in the e-Tender portal <https://wbtenders.gov.in>

## 6.9. Earnest Money

The Bidders are required to submit an Earnest Money Deposit (EMD) amounting to Rs. 1,00,000 (Rupees one lakh) only through online mode at the government site. The EMD of both the successful and unsuccessful bidders will be discharged/ returned online after the Notification of the Award.

The EMD shall be forfeited in the event of

- The Bidder withdrawing the offer during the period of validity of the RFP/tender OR
- The Bidder submits false, fake and forged documents, OR
- The bidder is found to have submitted false declaration
- The Successful Bidder failing to sign the Agreement or furnish the Performance Bank Guarantee/ Security Deposit as specified in this document.

EMD of the unsuccessful bidders will be discharged/ returned online after the Notification of the Award. It may be clarified that no interest payable on the deposit to the unsuccessful bidders.

## 6.10 Security Deposit:

The selected agency will be required to submit Security Deposit of **Rs 1,00,000/-, (Rupees one lakh)** Only irrespective of number of items for which they are selected as L1 Bidder, in the form of a performance bank guarantee, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Bank acceptable to Chief Electoral Officer, West Bengal, payable on demand, for the due performance and fulfilment of the contract before the firm Work Order is issued to it. In case of failure to execute the work as per terms and conditions of the NIT/Work Order, the Security Deposit will be forfeited.

Security Deposit will also be forfeited in case the selected agency fails to enter into agreement or refuses to work as per provisions of the tender.

## 7. INSTRUCTION TO BIDDERS

## **7.1. General guidance for e-Tendering**

Instructions / Guidelines for electronic submission of the RFP/tenders have been annexed for assisting the agencies/firms/entities to participate in e-Tendering.

## **7.2. Registration of Agency**

Any agency/firm/entity etc. 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 bidder may also consult the website of the Chief Electoral Officer, West Bengal to view the RFP.

## **7.3. Digital Signature Certificate (DSC)**

Each agency/firm/entity is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of RFP/tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. DSC is given as a USB e-Token.

The agency/firm/entity etc. can search & download RFP & Document(s) electronically from computer once he logs on to the website using the Digital Signature Certificate.

## **7.4 Submission of Tenders**

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

## **7.5 Bid Submission Process**

Prospective bidders shall have to submit their bid on-line through <https://wbtenders.gov.in>

Intending bidders may download the RFP/tender documents from web site: <https://wbtenders.gov.in> through digital signature alone. In case of change of date, due intimation will be given in News dailies and website. List of the important dates related to bid, including Bid Schedule, are given in the Annexure.

The Chief Electoral Officer, West Bengal reserves the right to reject or cancel any or all pre-qualification documents and bid document or the entire RFP/tender process without assigning any reason whatsoever.

## **7.6 Technical Proposal:**

The Technical proposal should contain following documents:



1. Bank Draft towards Earnest Money (EMD) as prescribed in the N.I.T. in favour of the Chief Electoral Officer, West Bengal payable at Kolkata.
2. All documents as stated in the Eligibility criteria in Section 4.1 & 4.2.

## **7.7. Bill of Quantity (BOQ)**

The rates shall be quoted by the bidder entirely in Indian Rupees. Bidders will have to submit rates for the items of the work against quantities mentioned in the BOQ excluding GST, **inclusive of all other taxes/ fees/levies. In case of non-participation by any bidder, the specified space for quoting the rate must be kept Blank and in no situation, it is to be filled with zero (0).**

**In the Bill of Quantity, the bidders will quote rates individually in appropriate columns against items mentioned therein as well as collectively in the column marked under heading, Gross Total Value per annum including all taxes/cess/levies etc. (excluding service tax). Evaluation of financial bids will be done on the basis of item-wise cost (inclusive of all applicable taxes excluding GST), quoted by the bidders who have qualified in the technical bids.**

***The bidders should quote rate item-wise for all the items. No item of the BOQ should be left blank by the Bidder. One Bidder should quote for all the sub-categories of a particular item of work and the rate of the BOQ would be compared item-wise as a whole against all the sub-categories under that particular item of work.***

## **7.8. Special Terms & Conditions**

1. There will be no sub-letting of the Contract.
2. Under no circumstances escalation in prices will be entertained

## **8. Bid Opening**

- a) The online RFP/tenders will be received up to the time and date mentioned in the Bid Schedule and will be opened on the date and time mentioned therein. In the event of the specified date of Bid opening being declared holiday, the Bid shall be opened at the specified time and location on the next working day. The list of technically qualified bidders will be uploaded in the portal.
- b) The Technical Bid will be evaluated by the Proposal Evaluation Committee as per the Eligibility Criteria mentioned in this document. The Financial Bids of technically qualified bidders alone will be opened. The decision of the committee shall be final in this regard.

## **9. Tender Rejection Criterion**

- The e-tender with the Technical Bid not containing scanned copy of the EMD Receipt will be summarily rejected.
- e-tender with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- E-tender with variance/contradiction between Technical Bid and Financial Bid will be liable for rejection. If the offer does not meet the RFP/NIT requirements, this Office reserves the right to reject any or all the RFP/NIT without assigning any reason whatsoever.
- E-tender submitted without any of the mandatory statements/documents of the bidders are liable for rejection.
- In addition to the above rejection criteria, if there is non-compliance of any of the clauses of this e-tender, the tenders are liable for rejection.

The office of the Chief Electoral Officer, West Bengal reserves the right to terminate the Work Order without giving any reason in case of failure to execute the contract or abide by any terms and conditions as contained in the e-tender document or in the signed agreement.

## **10. Arbitration**

In the event of any dispute or differences between the parties, the same shall be referred to the Arbitration before a Board of Arbitrators comprising one nominee from the agency and the office of the Chief Electoral Officer, West Bengal and a presiding arbitrator, to be nominated in consultation with the State Government in the Finance Department, before entering upon the references. The venue of such Arbitration shall be the Office of the Chief Electoral Officer, West Bengal.

### **10.A Jurisdiction:**

Any further dispute arising out of this Agreement/ Contract will be tried in the Courts of Kolkata and Kolkata alone.

## **11. Period of Agreement**

The agreement will be made initially for the period of 3 (Three) years. The agreement may be renewed annually, depending upon the performance of the company and as per consideration of the authority.

## **12. Signing of agreement**

- An agreement will have to be signed by the successful bidder with this office pledging adherence to the terms and conditions as above.

- The selected agency will be offered an intimation of acceptance before signing of the agreement.
- The bidder should submit a self -declaration that it has no previous history of arbitration, litigation or causing accusations against the Government or its organizations.
- The participating company has to furnish an undertaking that it has no previous background of having defaulted while undertaking any previous work of the Government or its entities.

### **13. Mode of Payment:**

In case of works, as detailed in the scope of the Work, payment will be made on successful completion of work as and when the selected agency is given a work order for execution of a specific piece/group of works. For payment at any stage to be made, the work has to be executed to the satisfaction of the authority. Taxes will be levied as usual as per government norms. Please refer to the foregoing sections for details on the scope of work and making of the technical and financial proposals and penalty clauses.

Again, as per requirement for compliance of the instruction of the Election Commission of India, the quantity of the each items may increase/ decrease in number and in such cases the payment will be made on pro-rata basis of the approved rate of the Bid, for each item.

### **14. Price Format**

1. All price should be quoted in Indian Currency (INR)
2. All price should be strictly according to the format provided in this RFP
3. The total prices of individual item should be written in words and figures. In case of dispute, words would be treated correct.
4. In case of dispute in addition individual item will be considered correct and the amount arrived after adding the individual items will be considered right thereafter.

### **15. Penalties for delay in team mobilization**

If the selected agency fails to complete the specified milestones within the time period (s) specified, Chief Electoral Officer may, without prejudice to its other remedies under the Agreement, levy as Penalties, a sum in accordance with the conditions as entailed in detailed under heading Submission of Proposals vide section 5.3 –

- In case the agency has been unable to deliver any work stated in the work order in part or whole under each item of work, penalty @ 30% would be imposed equivalent to the cost of that unit of work. CEO, WB reserves the right to deduct the penalty from the bill.

### **16. Exit Policy:**

Term of the contract is one year from the date of signing of the agreement, which may be renewed subject to the satisfactory completion of work as defined in the contract agreement and the decision of the competent authority in this regard.

That on the expiry of this Agreement, the Selected Creative Agency assigned for the performance of the services under this Agreement shall handover or cause to be handed over all the Confidential

Information, creatives and all other related materials/documents in its possession, in both soft and hard versions, including all the hardware and infrastructure provided by this office to the Chief Electoral Officer, West Bengal or an official authorized by the Chief Electoral Officer, West Bengal.

## **17. Termination**

The CEO, WB without prejudice to any other remedy for breach of Contract, by written notice of default sent to Selected Agency, may terminate the Contract


- If the Selected Creative Agency fails to deliver any or all Contracted services as per service standards specified in the agreement or
- If the Selected Creative Agency fails to perform any other obligation(s) under the Contract, or
- If the Selected Creative Agency in the judgment of CEO, WB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- Violation of any other terms of the contract.

The Chief Electoral Officer, West Bengal will have the right to terminate the contract at any point of time if the performance of the Selected Agency is not satisfactory by giving one month notice.

In such a case, the Chief Electoral Officer shall give 30 days' notice to the vendor of its intention to terminate the contract and shall so terminate the contract unless during the 30 days' notice period the vendor initiates remedial action acceptable to the Chief Electoral Officer.

## **18. Check List**

The documents, duly self-attested and scanned, which are required to be uploaded at the time of submission of RFP/tender through e-tendering Process are governed by the eligibility criteria spelt out in Section 4.1 & 4.2

  
(Dr Aariz Aftab)  
Chief Electoral Officer,  
West Bengal

## ANNEXURES

### Annexure I: Covering Letter Format of Technical Bid

Date: [Insert: date of bid]

To  
The Chief Electoral Officer,  
West Bengal,  
21, Netaji Subhas Road,  
Balmer Lawrie Building  
Kolkata – 700001.

Dear Sir,

Having examined e-tender number **CEOWB/2022/e-tender/05/SVEEP /Creative Agency Dated 28.09.2022**, the receipt of which is hereby acknowledged, we, the undersigned, offer to provide services (as specified in the e-tender) as the “State Level Creative Agency” in the Office of the Chief Electoral Officer, West Bengal, in full conformity with the provisions of the e-tender for the sum we have quoted item-wise in the BOQ.

We undertake, if our bid is accepted, to commence work as the State Level Creative Agency entrusted to undertake work in terms of the provisions maintained in the e-tender document at the office of the Chief Electoral Officer, West Bengal and to deliver the services within the respective time-frames mentioned in the work-orders to be issued from time to time. If our offer is accepted, we undertake that we understand the value in completion of work and while maintaining the quality of work. We pledge that we shall complete the works, entrusted to us, in right earnest maintaining quality in standards and in due time.

We declare that we have studied the e-tender document and are making this proposal for all the services specified in the **e-tender document**. We also declare that we have studied the necessary conditions, volume of work and quality standards necessary for participating in the technical and financial bid.

We have read the provisions of the e-tender and confirm that these are acceptable to us. All

necessary clarifications sought for by us had been duly clarified, by the Chief Electoral Officer, West Bengal. We undertake, if our bid is accepted, to commence the work on the project immediately upon your Notification of Award to us, and to complete it within the specified time-frames. We also understand that Bids with Commercial Values entered in the Technical Proposal shall be summarily rejected. If our bid is accepted, we undertake to provide a Performance Guarantee in the prescribed form and, for the amount, and within the times specified in the e-tender document while entering into the agreement in due course in terms of the e-tender.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the relevant laws in force against fraud and corruption in India. We agree to abide by this bid, consisting of this letter, the Price Schedules, EMD, the duly notarized power of attorney, and all the Appendices to this Bid Form, from the date fixed for submission of bids as stipulated in the e-tender and it shall remain binding upon us and we agree to abide by all the clauses prescribed in this bid document for the duration of the contract, if awarded to us.

Until the formal order is placed and final Agreement is prepared and executed between us, this bid, together with your written acceptance of the bid (if provided) and your notification of award, shall be a binding contract on us.

Dated this [insert: number] day of [insert: month], [insert: year] Signed:

In the Capacity of [insert: title of position]

Duly authorized to sign this bid for and on behalf of [insert: name of the Bidder]

Appendices: as per technical specifications.

## Annexure II (Format for Financial Bid)

Office of the Chief Electoral Officer, West Bengal Balmer Lawrie Building, 21, Netaji Subhas Road, Kokata-700001				
Notice Inviting e-Tender No. CEOWB/2022/e-tender/05/SVEEP /Creative Agency Dated 28.09.2022				
FINANCIAL BID				
Sl. No	Description of work and requirement of given number of personnel as per RFP/tender document	Qty.	Unit rate (Excluding GST*)	Total cost
a	b	c	d	e
1	Development of quality documentation work including Designing, printing, binding and ancillary creative works, color pages: 1000 Pages	1		
2	Development of quality documentation work including Designing, printing, binding and ancillary creative works, color pages: 500 Pages	1		
3	Development of quality documentation work including Designing, printing, binding and ancillary creative works, color pages: 200 Pages	1		

4	Development of quality documentation work including Designing, printing, binding and ancillary creative works, color pages: 100 Pages	1		
5	Development of quality documentation work including Designing, printing, binding and ancillary creative works, color pages: 50 Pages	1		
6	Development of quality documentation work including Designing, printing, binding and ancillary creative works, color pages: 25 Pages	1		
7	Development of quality documentation work including Designing, printing, binding and ancillary creative works, Black & White pages: 1000 Pages	1		
8	Development of quality documentation work including Designing, printing, binding and ancillary creative works, Black & White pages: 500 Pages	1		
9	Development of quality documentation work including Designing, printing, binding and ancillary creative works, Black & White pages: 200 Pages	1		
10	Development of quality documentation work including Designing, printing, binding and ancillary creative works, Black & White pages: 100 Pages	1		
11	Development of quality documentation work including Designing, printing, binding and ancillary creative works, Black & White pages: 50 Pages	1		
12	Development of quality documentation work including Designing, printing, binding and ancillary creative works, Black & White pages: 25 Pages-	1		



(Dr Aariz Aftab)  
Chief Electoral Officer,  
West Bengal