



Government of West Bengal

Panchayats & Rural Development Department

Block-HC/7, Sector-III, Salt Lake City, Kolkata-700106

Website: <https://prd.wb.gov.in> Email: srds.prdwb@gmail.com
Contact No. 9732525502 / 9433031167

**Expression of Interest
(Second Call)**

**Selection of Creative Agency for Creative Communication making of Audio
Visual and Documentation Work**

SECTION 1

Government of West Bengal
Panchayats & Rural Development Department
JOINT ADMINISTRATIVE BUILDING (6TH FLOOR)
BLOCK-HC/7, SECTOR-III, SALT LAKE CITY, KOLKATA-700106
Expression of Interest

(Second Call)

No. 4999 - PRD-37099/469/2024-ENGG SEC

Date: 23.10.2024

The Joint Secretary, Panchayats & Rural Development Department invites Expression of Interest (EOI) from reputed, bonafide, resourceful, reliable and experienced creative Agency for creation of Creative Communication making of Audio visual and documentation work.

Sl. No	Name of Work	Earnest Money (Rs.)	Eligibility of Bidder
1.	Selection of Creative Agency for Creative Communication making of Audio visual and documentation work.	2,00,000/- (Rupees two lakh only)	Bonafide, resourceful, reliable and experienced Creative Agency eligible through pre- qualification

Bidder Eligibility Criteria:

- The creative Agency must have been experience in government sector for a minimum of 3 years as on the date of the issue of this tender document in designing/ production of creative 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 1crore and above consistently during the last three financial years.
- The creative Agency should have handled at least one creative account (such as Facebook/Twitter/Instagram/YouTube/departmental Website etc-) etc. in any Government/private sector with revenue of over INR 50 Lakhs in any one of the last three financial years.
- The creative Agency should be able to provide qualified, dedicated service and creative team consisting of at least 5 members including photographers, videographers, content creators, media editors, graphics designers and editors, with at least 5 years of experience in their respective field (Details of the personnel with their qualification and experience in the respective fields are to be given on the letterhead of the agency), for undertaking the creative work and campaign of the P&RD Department, Govt. Of West Bengal. The creative Agency team would be required to work closely with this office.
- The creative Agency must have an office in Kolkata or undertake to set up an office within 15 working days of signing of the agreement.

SCOPE OF WORK

a. Concept, Design, Artwork & Printing for General Booklet:

- Contract Information Booklet
- Inventory Information Booklet
- Promotional Booklet
- Coffee Table Booklet

b. Concept, Design, Artwork & Printing for Report – Every Cell:

- Annual Magazine
- Annual Report
- Special Report
- Monthly Leaflet
- Training Booklet by BRAIPRD, STARPRD, DPTRCS, RGSA, WBSRDA- RCTRC.
- Quarterly Magazines by BRAIPRD, STARPRD, DPTRCS, RCTRC.

c. Concept, Design, Artwork & Printing for Other:

- Handbook
- Media Coverage booklet
- P & RD Road Manual
- Policy Manual of P & RD Department
- Reception (At Office, Secretary & MINISTERSs)- Event Notice Board

- Hand -out for services being delivered by the Department with details on process and rate
- d. Development of quality documentation work including Concept Designing & Artwork for:**
 - Hoarding, Banner, Standee & Kiosk.
- e. Design & Production of Audio Visual** (scripting, Story boarding, photography, videography, editing, colour correction animation, voice over sound edit background score, rendering, HD output) for 30 second
- f. Design & Production of each Audio Visual** (scripting, Story boarding, editing, colour correction animation, voice over sound edit background score, rendering, HD output) for 60 second
- g. Photography:** per day Video photography, still photography & Drone photography
- h. Audio Visual Editing – 60 seconds**
- i. Design & Production of each Radio Spot jingle in Bengali/English/Hindi/Nepali of 30 seconds**
- j. Videos (Reels) for social media (20 sec to 40 sec)**
- k. Social Media promotion:**
 - Establishing a presence on relevant social media platforms (Facebook, Instagram, X & You tube) based on the target audience
 - Regular activity & engagement to augment organic & inorganic
 - Development of content calendar and post regularly to engage followers
 - Uploading GIFS/videos of engaging visuals
 - Integrating WhatsApp for promotional campaign, showcasing latest initiatives and schemes
 - Promoting case studies and interesting facts in X
- l. Content Creation:**
 - Developing static content with relevant visual for engagement
 - Produce high quality written and multimedia content
 - Develop a content calendar with planned topics and publication schedule
 - Optimize content for search engines and user engagement
 - Identifying relevant keywords and phrases that users are searching for and strategically incorporating for content development

The selection of Successful Bidders shall be made on the basis given as follows:

- a) The initial short listing of the Bidders will be made on the basis of marks (**at least 80% marks need to be ensured in Stage-I for further process**).

This process denoted as Stage-I:

This process denoted as Stage 1:				
Sl No	Criteria	Basis of Evaluation	Max Marks	Supporting Documents
(A)	Presentation	Technical Presentation.	20	
(B)	Experience in similar type of work	The company/ Agency/ Entity must have experience of having executed works of similar nature for at least 3years in the recent past in any government sector.	35	Completion certificate issued by Govt. Authority subject to inspection by TIA
		3 Projects	35	
		2 Projects	25	
		1 Project	15	
(C)	Qualified Manpower	Qualified, dedicated service and creative team consisting of photographers, videographers, media editors, content creator, graphics designers and editors, with at least 5 years experience in their respective field	25	List of personnel with their qualification and experience in the respective field in the letterhead of the agency
		Team consisting of more than 5 qualified personnel	25	
		Team consisting of 5 qualified personnel	20	
(D)	Company Turnover	Considering Highest turnover in any one year of last 3 financial years	20	Audited Balance sheets of last 3financial years
		More than Rs. 1crore	20	
		Rs. 1crore	15	
Total (A+B+C+D)			100	

- b) Bidders have to give a power point presentation before a committee consisting of senior officials of this department. The Successful Bidders who will fulfil Stage-I will be selected for financial evaluation. This process is denoted as Stage-II.
- c) After opening the financial bid of the Qualified Bidders in stage II, the financial evaluation shall be made.
- d) The authority reserves the rights to accept or reject any offer without assigning any reason what so ever.

1. Date of release of Invitation for Bids through e-procurement: 24/10//2024(dd/mm/yyyy).
2.
 - i) **Cost of Bid Security (EMD) should be deposited only online mode through <http://wbttenders.gov.in> portal. Payment made otherwise will be rejected.**
 - ii) **All bids must be accompanied with a refundable earnest money, as "Bid Security".**
 - iii) **The amount of Bid Security or EMD is Rs. 2, 00,000/ (Two Lakh) only.**

- iv) The amount of EMD of the unsuccessful bidders will be returned against their written claim after the placement of order to the successful bidder.
- v) The amounts of EMD of the all the bidders will be returned against their written claim if the tender is treated as cancelled.
- vi) No interest will be paid by P&RD Department on the above EMD.
- vii) The EMD shall be forfeited for any of the following reasons:
 - a) If during the period of bid validity, the bidder withdraws or modifies the bid in part or as a whole.
 - b) If the successful bidder fails to accept the order unconditionally as per "Acceptance of Order" clause of bid document or fails to furnish the contract performance guarantee.
 - c) If the undertaking provided regarding blacklisting is found to be false.

1. Availability of Bid Document and mode of submission: The bid document is available online and bid should be submitted online on website: www.wbtenders.gov.in . The bidder would be required to register in the web-site which is free of cost. For submission of bids, the bidder is required to have valid Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Aspiring bidders who have not obtained the user ID and password for participating in e-tendering may obtain the same from the website: [:www.wbtenders.gov.in](http://www.wbtenders.gov.in) .

Digital signature is mandatory to participate in the e-tendering. Bidders already possessing the valid digital signature issued from authorized CAs can use the same in this tender.

2. Submission of Original Documents: The bidders are required to submit original documents such as Bid Security, Cost of Bid document and Affidavit regarding correctness of information furnished with bid document as per provisions of Clause 4.4B(a) (ii) of ITB with Joint Secretary, Establishment Branch, Joint Administrative Building, Block-HC/7, Salt Lake City, 7th. Floor, Kolkata-700106, either by registered post or by hand in the box, kept in the office of the undersigned failing which the bids shall be declared non-responsive.

3. Schedule of Dates for e-Tendering:

Sl. No.	Particulars	Date & Time
1.	Date of Issue of Notice Inviting Bid	24.10.2024
2.	Period of availability of Bidding Documents on website www.wbtenders.gov.in	24.10.2024, 5 PM to 18.11.2024, 5 PM.
3.	Last date for Receiving Bids online, Including EMD	18.11.2024 upto 5 PM
4.	Date of Pre-Bid Meeting (Place – P&RD Deptt. H.Q., J.A.B., Kolkata)	05.11.2024 at 11 AM
5.	Time and Date for opening of Part-I of the Bid (The Technical Qualification Part)	20.11.2024 at 5.00 PM
6.	Time and Date of opening of Part-II of the Bid (The Technical-Financial Part) of the Bidders who Qualify in Part I of the Bid.	To be Notified Later
7.	Bid Validation Period	Ninety days from the Opening of Financial Bid
8.	Time allowed for Completion	3 Months from date of issue of Work-Order


Joint Secretary

to the Government of West Bengal

4. Opening of Bids: The Bids will be opened online by the authorized officer at the appointed time
5. **Submission of tender:** If there is any deficiency in the submitted/uploaded documents as stipulated in the following clauses the tender will summarily be rejected.

a. General Process of Submission:

Tenders are to be submitted online through the website www.wbtenders.gov.in. Bidders are required to upload all the tender documents/forms/annexures along with the other documents, filled in strictly as per formats as asked for in the tender. Tenders are to be submitted in two folders- one is Technical proposal and other is Financial Proposal. The Bidder shall carefully go through the documents and prepare/download the required documents/forms/annexures and upload the scanned documents/filled in forms/annexures in Portable Documents Format (PDF) to the portal in the designated locations of Technical Bid along with the Price Bid Sheet of BOQ duly filled in the rates of items in the designated Cell after downloading the same.

6.1 **Financial Proposal: Bill of Quantities (BOQ):**

The bidder shall quote the rate in the space marked for quoting rate in the Price Bid Sheet of the downloaded BOQ file. **There is no provision of escalation of price during the contract period.**

The approximate quantity/number/unit of items of description is mentioned in the format for Financial Bid (BOQ) is indicative. There may be a 10% variation in requirement.

6.2 **Submission of documents of Tender Fee and Earnest Money:** Original Document i.e., Tender fee and Bid Security (EMD) in original shall be submitted before opening of Techno Commercial Bid as per schedule in the following office.

7. **Validity of Tender:**

The offer against tender shall remain valid for a minimum period of 90 days from the date of opening of the price bid document. However, P&RD Department may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

Opening and evaluation of tender:

8.1 **Technical Proposal:**

8.1.1 Technical proposals for those bidders whose scanned copies of Bid Security (EMD) have been received will only be opened.

8.1.2 While evaluation, the Tender Inviting Authority may summon of the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated time frame, their proposals will be liable for rejection.

8.1.3 Technical Bid will be evaluated as per the scaling pattern (Stage-I) mentioned at point (a) under heading 'The selection of Successful Bidders'

8.2 **Financial Proposal:**

8.2.1 The bidders, who will secure 80% score in Technical Evaluation (Stage-I), will be qualified for the Financial Bid. Financial proposals of the bidders, who are technically eligible will only be opened Date of opening of financial bid will be intimated to such qualified bidders through web portal.

8.2.2 After opening of the financial proposal the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded.

8.2.3 For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.

8.2.4 P&RD Department may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

8.2.5 Lowest Rate quoted in terms of total bid amount, will be considered as L1 bidder. However, L1 Bidder has to match the L1 rate of each and every item. Tender Inviting Authority will negotiate with L1 Bidder to match the lowest rate of each item.

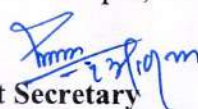
9. **Taxes, Duties and other levies:** No custom duty will be paid by P&RD Deptt., GST will be paid as per prevailing rate.

10. **Time Schedule:** The basic consideration and the essence of the Contract shall be in strict adherence to the time schedule as it will be specified in the contract.

11. **Right to reject Bids:** P&RD Deptt. reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for P&RD Deptt. action.
12. **Mandatory Condition:** The bidder shall provide documentary evidence satisfactory & acceptable to P&RD Deptt. to establish that they have the requisite credential, capability and experience to handle the contract and meet requirements of all the Mandatory Conditions indicated in Form-I.
13. **Sub-Letting of Contract:** Under no circumstances the selected bidder shall assign or sub-let this contract or any substantial part thereof.
14. **Settlement of Disputes:** In case of any dispute arising out the contract, the same should be settled through meeting between the P&RD Department and the contracting agency at the appropriate level. The necessary judicial affairs and/or Court Case shall be exclusively within the jurisdiction of High Court at Kolkata only.
15. **Issue of LOA:** P&RD Deptt. will award the contract to the successful bidder whose bid has been determined to substantially responsive and has been determined the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily and P&RD Deptt. shall be the sole judge in this regard.
16. **Acceptance of LOA:** The successful bidder shall submit written unconditional acceptance of LOA within 10 (ten) days from date of issue of the LOA. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause.
17. **Subcontracting:** Sub-contracting is not allowed.
18. **Personnel:** The Agency shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times appropriately qualified, skilled and experienced in their respective functions.

If the Employer asks the Agency to remove a person who is a member of the Agency's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract. The Creative Agency shall then appoint (or cause to be appointed) a replacement.
19. **Disqualification of Vendors:** Adverse report / remark on entire service against the order from P&RD Deptt. may disqualify the candidature of the vendor at any point of time.
20. **Power of attorney:** To be qualified for evaluation and finalization of NIT, intending agency shall submit a written power of attorney on a non-judicial stamp of Rs. 10/- authorizing the signatory of the NIT to act on behalf of the NIT.
21. **Communication:** The successful bidder, for communicating with P&RD Deptt., for this job may use the following modes.

Contact No. 9732525502
E-mail ID: sruis.prdwb@gmail.com


Joint Secretary
to the Government of West Bengal

Format for Financial Proposal (to be Submitted Online only)
(Price inclusive of all taxes & duties of all the items and Services)

Format for Financial Bid

Notice Inviting e-Tender No. 4999 - PRD-37099/469/2024-ENGG SEC dated: 23.10.2024

Item Rate BoQ

Tender Inviting Authority: Joint Secretary, Panchayats & Rural Development Department, HQ

Name of Work: Creation of Digital Content, Conceptualization and Designing Works, making of audio visual and documentation work

Contract No:

Name of the Bidder/
Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item with specification	Scope of work/Deliverable	Quantity (Annual)	Rate (including GST)
1	Social Media Management (Facebook/X-Handle /Youtube)	Creating content for posting on social media, overall handling of Social Media	Regular activity related to Social Media handles, posting significant AV content on Social Media Handles-at least 5 per month, as created by the agency and collected from various cells and manage them properly	

2	Making of Audio visual for Social Media of 30 sec	30 sec AV content	25 no.	
3	Meeting Related assistance - Presentations	Power Point Presentation up to 25 slides	15 no. PPT	
4	Annual Booklet - Specification - binding, section sewing, Matte Lamination on cover, Size - A4 , Page -(20-25), Page quality - Cover - 300 gsm, Imported Art paper, Inside - 130 gsm Imported Art Paper	Concept, Design, Artwork, Printing and Fabrication	100 copies	
5	Quarterly Magazine - Specification - binding, , Matte Lamination on cover, Size - A4 Page -(10-20), Page quality - Cover - 300 gsm, Imported Art paper, Inside - 130 gsm imported Art paper,	Concept, Design, Artwork, Printing and Fabrication	5(Variant)*50 copies=250 Copies	
6	Special Booklet - Specification - Hard case binding, UV, Matte Lamination on cover, Size - 8.5"(h) x 11" (w), Page - (40-60),Page quality Inside - 145 gsm Natural Evaluation white	Concept, Design, Artwork, Printing and Fabrication	5(Variant)*50 copies=250 Copies	
7	Training Material - Specification - Centre Stitch, matte lamination on cover , Size - A4 , Page - (10-20), Page quality - Cover - 250 gsm art paper, Inside - 170 gsm art paper	Concept, Design, Artwork, Printing and Fabrication	6(Variant)*200 Copies =1200 copies	
8	Quarterly Brochure - Specification - Size - A5 , Pages - (8-12), Page quality - 250 gsm art paper, Centre Stitch	Concept, Design, Artwork, Printing and Fabrication	10(Variants)*50 Copies=500 copies	
9	Hand Book & Information Booklets Specification - Size - A5, Pages -(10-20) pages , Page Quality - Cover - 250 gsm art paper, Inside - 170 gsm art paper,	Concept, Design, Artwork, Printing and Fabrication	5(variant)*100 copies=500 copies	

	Centre Stitch			
10	Hand Outs - Specification - Size - A5	Concept, Design, Artwork, Printing	3(variant)*100 Copies=300 copies	
11	Ad material(banner, Kiosk, Hoarding, Standee etc)	making creative design for ad material for use in soft version as well as making various types of publicity material like standee, banner, flex etc. as per order of the department	20 no.	
12	Photography	per day Video photography, still photography & Drone photography	100 no.	
13	Audio Visual Editing	60 seconds	12 no.	
14	Design & Production	Radio Spot jingle in Bengali/English/Hindi/Nepali of 30 seconds	12 no.	

****Remarks-** The quantities are indicative. It may vary up to 10% from the projected figures.

**** The Work-ordered agency will submit the bill quarterly after completing the assigned work satisfactorily. The Department will process the bill as per availability of fund.**

SECTION: II

General Conditions of Contract [GCC]

GCC.1 General Terms:

- GCC.1.1.** The P&RD Department reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.
- GCC.1.2.** Information relating to the examination, evaluation, comparison, and post qualification of NIT, and recommendation shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
- GCC.1.3.** Any attempt by participating agency to influence the NIT authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.
- GCC.1.4.** From the time of bid opening to the time of Contract award, if any bidder wishes to contact the authority publishing NIT on any matter related to the bidding process, they are allowed to do so in writing.
- GCC.1.5.** Necessary PBG (Performance Bank guarantee) shall have to be deposited by the agency as performance security after getting the award of work.
- GCC.1.6.** Liquidated damage as per details to be provided in NIT shall be applicable in case of non-performance.
- GCC.1.7.** Legal jurisdiction for any arbitration would be within The Calcutta High Court only.
- GCC.1.8.** The Bidder shall not have a Conflict of Interest that may affect the Tendering Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bid Security of the bidder shall be forfeited for the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- GCC.1.9.** The agency shall nominate a person as single point of contact who shall liaison with the Nodal officer of P&RD Deptt.

GCC.2. Force Majeure: Bidder shall have no liability if prevented from carrying out obligations under the orders by reasons of war, invasion, foreign hostilities, war declared, riot, civil commotion, mutiny, fire, Govt. orders and/or restrictions or any other cause beyond the reasonable control of Bidder. However, such force-majeure circumstances are to be intimated immediately and to be established subsequently with appropriate documents/proofs to the entire satisfaction of WBSRDA.

GCC.2. Contractor's Risks: All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract.

GCC3. Insurance: The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to Equipment;
- (b) Loss of or damage to property in connection with the Contract; and Personal injury or death.

GCC4. Safety: The Contractor shall be responsible for the safety of all activities on the Site.

GCC5. Instructions: The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

GCC6. Dispute Redressal System: If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority within 45 days of arising of the dispute or difference, described along with their powers in the Contract Data, above the rank of the Joint Secretary. The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee within 90 days of decision of the competent authority if the amount appealed against exceeds 0.20 (zero point two zero) percent of the initial contract price.

The composition of the Empowered Standing Committee will be:

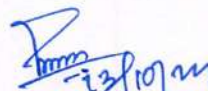
- I. One official member, Chairman of the Standing Empowered Committee, not below the rank of Special Secretary to the State Government;
- II. One official member not below the rank of Chief Engineer; and
- III. One non-official member who will be technical expert of Chief Engineer's or Joint Secretary's level selected by the Contractor from a panel of three persons given to him by the Employer.

The Contractor and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contractor and the Employer for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the Contractor can approach the appropriate court for the resolution of the dispute.

The decision of the Standing Empowered Committee will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Contractor can accept and receive payment after signing as “in full and final settlement of all claims”. If he does not accept the decision, he is not barred from approaching the courts. Similarly, if the Employer does not accept the decision of the Standing Empowered Committee above the limit of 5% (five percent) of the Initial Contract Price, he will be free to approach the courts applicable under the law.

GCC.3 Performance Guarantee:

GCC.3.1. As contract security, the successful bidder has to furnish a performance guarantee on 10% of Contract Value in the form of Bank Guarantee on non-judicial stamp paper of Rs. 100/- by any Schedule Bank in India. The performance Security Deposit is liable to be en-cashed in case of noncompliance to the LOA or failure to undertake satisfactory execution and maintain smooth operation for 3 (three) years. The Performance Guarantee shall be submitted within ten days (10) from the date of issue of LOA.



Joint Secretary
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GCC.4. Arbitration & Legal jurisdiction:

GCC.4.1. During execution of this contract, if any dispute arises thereby, shall be settling amicably between Establishment Branch of P&RD Deptt. and bidder to the extent possible.

GCC.4.2. The necessary legal affairs and / or court case shall be exclusively within the jurisdiction of High Court at Kolkata only.

GCC.5. Liquidated damage: The timely completion of entire project including handing over the system to P&RD Deptt. as per “Time schedule” Clause is the basic consideration and essence of the contract and P&RD Deptt.. Reserves the right to repudiate the contract if the successful bidder fails to complete the work within stipulated period for completion. However, the ordering authority may at his discretion waive this condition with imposition of liquidated damage indicated herein below.

GCC.5.1. Delay in implementation of the project: If the successful bidder fails to complete the work within the stipulated time as stated in the Clause of “Time Schedule”. A L.D. at the rate of 1% of the contract value per week of delay or part thereof subject to a maximum of 10% of contract value of project cost shall be imposed on the successful bidder. The work will be treated as finished only when successful supply, installation, commissioning, and user training and handover-takeover of the software is complete. L.D. if applicable will be recovered from any outstanding bills.

- GCC.6. Submission of bills for payment:** All the bills in triplicate with relevant papers, documents are to be submitted to the P&RD Deptt.
- GCC.7. Terms of Payment:** No advance payment will be made against this order in any circumstances for turn-key implementation of entire project.
- GCC.10. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT:**
- GCC.10.1.** Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
- GCC.10.2.** Any attempt by a bidder to influence the tendering authority or other officials in the examination evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of this bid.
- GCC.10.3.** From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.
- GCC.10.4.** All information related to scope of work and available asset of party without prior written consent of P&RD Deptt. is strictly confidential and will not disclose it to any third party without prior written consent P&RD Deptt. The contractor shall have to enter into a Contract Agreement within 10 (ten) days from date of issuance of Letter of Acceptance (LOA) with Panchayats & Rural Development Department (P&RD Deptt.) for the proper fulfilment of the contract as per prescribed proforma.
- GCC.10.5.** All materials provided to the Purchaser by bidder are subject to Country and West Bengal Public disclosure laws such as RTI etc.
- GCC.10.6.** The supplier's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Supplier its written consent.
- GCC.11. Cancellation/Termination of Order:**
- WBSRDA shall have the right to repudiate the contract for the following causes and may also lead to cancellation of LOA.
- GCC.11.1.** Non acceptance of LOA as per "Acceptance" clause.
- GCC.11.2.** Non submission of Performance BG within time.
- GCC.11.3.** If failed to supply, installation, commissioning and training within the stipulated time period.
- GCC.11.4.** In each above cases 15 days termination notice shall be issued prior to termination of LOA/Agreement.

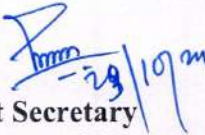

Joint Secretary
to the Government of West Bengal

No. 4999/1(5)- PRD-37099/469/2024-ENGG SEC

Date: 23.10.2024

Copy forwarded for kind information and wide publication to: -

1. The Special Secretary to the Govt. of West Bengal, Establishment, P&RD Deptt.
2. The Joint Secretary, Establishment, P&RD Deptt.
3. PA to the Secretary, P&RD Deptt., Govt. of West Bengal
- ✓ 4. IT cell, P & RD Department for putting in Departmental website.
5. Office Notice Board.


-23/10/24

**Joint Secretary
to the Government of West Bengal**