



The West Bengal Power Development Corporation Limited
(A Government of West Bengal Enterprise)
CIN No. U40104WB1985SGC039154

NOTICE INVITING TENDER NO. **WBPDC/CORP/NIT/E1803/23-24**

Tender ID: 2024_WBPDC_646575_1

Published on 02.02.2024

NOTICE INVITING TENDER FOR
SELECTION OF AGENCY FOR “CONTENT CREATION ,
UPLOADING IN DIGITAL AND SOCIAL MEDIA ” FOR WEST
BENGAL POWER DEVELOPMENT CORPORATION LIMITED

Registered & Corporate Office:
Bidyut Unnanyan Bhaban
Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 106

The West Bengal Power Development Corporation Limited (hereinafter referred as WBPDC/Employer/Owner/Purchaser which expression includes its successors and assigns) is a Govt. of West Bengal enterprise and the largest power generating utility in the state of West Bengal. It has an existing installed capacity of 4265 MW with 5 (five) power plants viz.

- i) Kolaghat Thermal Power Station (4 x 210 MW),
- ii) Bakreshwar Thermal Power Station (5 x 210 MW),
- iii) Sagardighi Thermal Power Project (2 x 300 MW+ 2 x 500 MW) ,
- iv) Bandel Thermal Power Station (1 x 60 MW+ 1 x 215 MW) and
- v) Santaldih Thermal Power Station (2 x 250 MW).

The following coal mines had been allotted to WBPDC by MoC ,Gol :

- i) Barjore Coal Mine
- ii) Barjora North Coal Mine
- iii) Gangaramchak & Gangaramchak-Bhadulia Coal Mine
- iv) Pachchwarra North Coal Mine
- v) Tara (East & West) Coal Mine

E-tender through electronic tendering (e-tendering) is hereby invited by **the General Manager (M&C), Corporate The West Bengal Power Development Corporation Limited** from the resourceful, well experienced and financially sound Agencies/ Companies having sufficient credential and experience in the particular field, for the job of **“CONTENT CREATION , UPLOADING IN DIGITAL AND SOCIAL MEDIA FOR WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED”** in accordance with the detailed scope of work in compliance with the GCC and SCC mentioned in the tender document.

INFORMATION TO BIDDERS

1. Title of the NIT : **CONTENT CREATION , UPLOADING IN DIGITAL AND SOCIAL MEDIA FOR WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED**

2. NIT NO. : **WBPDC/CORP/NIT/E1803/23-24**

3. Scheduled dates of e-tendering :

i) Publishing Date : **02.02.2024 at 17:00 hrs.**

ii) Document Download start date : **02.02.2024 at 17:00 hrs.**

iii) Pre-bid queries submission end date (through etender portal only) : **15.02.2024 at 11:00 hrs.**

Note : Clarification (signed copy of the pre-bid queries) has to be sought by the through wbtenders.gov.in "clarification" module.

iv) Pre-bid meeting date : **15.02.2024 at 15:00 hrs.**

v) Reply of pre-bid queries will be uploaded within : **16.02.2024 at 15:00 hrs.**

vi) Bid submission start date : **16.02.2024 at 15:05 hrs.**

vii) Bid submission end date : **04.03.2024 at 12:00 hrs.**

viii) Technical Bid opening date : **06.03.2024 at 12:00 hrs.**

ix) Uploading of Technical Bid Evaluation sheet : To be notified later

x) Financial Bid opening date : To be notified later

xi) Uploading of Financial Bid evaluation sheet : To be notified later

4. Mode of tendering : Open E-Tender

5. **Contract Period** : 1 year subject to every 6 months review for satisfactory performance for continuance of the contract with a provision of further 6 months extension
6. **Bid Security/ EMD** : Rs.36,000 /-
7. **Performance Security Deposit** : **10% of total work order value**
8. **Name, Designation, Address of the tendering authority** : The General Manager(M&C) , Corporate
The West Bengal Power Development Corp. Ltd.
2nd Floor ,Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block,
Sector-III, Bidhannagar,Kolkata-700 106
9. **Address for Communication** : The Sr. Manager (PS) , M&C department, Corporate
Office,
The West Bengal Power Development Corp. Ltd.
6th floor , Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block,
Sector-III, Bidhannagar,Kolkata-700 106
Contact: [03326813625](tel:03326813625)/[9830616477](tel:9830616477)
[/ichaudhuri@wbpdcl.co.in](mailto:ichaudhuri@wbpdcl.co.in)
10. **Objective for Digital and Social Media Coverage** :
- Develop and implement a robust social media strategy aligned with the department's objectives.
 - Manage official social media accounts across platforms, ensuring timely and relevant content.
 - Create engaging multimedia content, including graphics, videos, and infographics.
 - Monitor and analyze social media metrics to measure the effectiveness of dissemination .
 - Provide regular reports and insights on social media performance.
 - Perform media planning & buying on behalf of the department.
 - Creating a robust framework for online reputation management, and optimal implementation.
 - Conduct social media training sessions for department staff, if required.
- Refer Scope of Work .

INSTRUCTION TO BIDDERS

1. GENERAL GUIDANCE FOR E-TENDERING

Interested bidders are requested to log on to the website <https://wbtenders.gov.in> to participate in the bid.

➤ Registration of Bidders

Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Govt of India. (viz. nCode Solution, Safescrypt, e-Mudhra, TCS, MTNL, IDRBT) or as mentioned in e-tendering portal of GOWB <https://wbtenders.gov.in>. DSC is given as a USB e-Token. After obtaining the Class II/III Digital Signature Certificate (DSC) from the approved CA they are required to register the Digital Signature Certificates through the registration system available in the website.

➤ Collection of Tender Documents

Interested bidders will have to download the tender documents from the website <https://wbtenders.gov.in> directly with the help of the e-Token provided. This is the only mode of collection of tender documents.

2. PRE-BID DISCUSSION

The queries for Pre-Bid within the stipulated date mentioned in the schedule of e-tendering (in NOTICE) in order to seek any additional information or to furnish additional clarification , if any , needed on the scope of work and NIT

Clarification (signed copy of the pre-bid queries) has to be sought by the bidders through wbtenders.gov.in “**clarification**” module. Ref. Bidder manual for the same available in wbtenders.gov.in.

Editable word document of the pre-bid queries has to be sent to email ID : **ichaudhuri@wbpdcI.co.in**.

The pre-bid meeting shall be held at the Corporate Office , WBPDCI as per the schedule given in this document.

Attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of 2 (two) representatives from each Bidder shall be allowed to attend the pre-bid meeting.

However, WBPDCI may in its sole discretion respond to such queries submitted by any Bidder or amend the NIT as required, but is under no obligation to do so.

The clarification (s) /decision(s) against the queries/points as would be given by WBPDCI and such decision shall form the integral part of this NIT & shall be binding on all the participating bidders. The outcome of the pre –bid meeting shall be uploaded in the e-tender portal as an integral part of the NIT .

3. EARNEST MONEY DEPOSIT

A) Value of EMD: Rs.36,000/-

B) Mode of submission:

EMD shall be submitted ONLINE through this portal.

C) Refund of EMD:

i. In case of unsuccessful bidder(s):

EMD amount (deposited online) of the unsuccessful bidders, shall automatically be returned to the respective debited accounts from the e-tender portal.

ii. In case of rejected bid(s):

EMD amount (deposited online) of the bidders, shall automatically be returned to the respective debited accounts from the e-tender portal .

iii. In case of cancellation of the tender, the deposited EMD amounts shall be returned to the respective bidders automatically to the respective debited accounts from the e-tender portal .

iv. In case of successful bidder: EMD (deposited through ONLINE) will be refunded against a request letter to the GM (M&C),Corporate, the WBPDCI , mentioning the reference to NIT No., date of tender, amount and mode of Earnest money deposit-all in a complete form. Earnest Money deposited by the successful bidder will be released after deposition of entire 'Security Deposit'. In case of SD submitted through RTGS/NEFT /online , then EMD may be adjusted with the total Security deposit amount of the entire contract and in that case, it will be refunded after the completion of contractual period covering claim period.

There is no exemption in EMD.

No interest shall be payable by the Corporation on the Earnest Money that is refunded to unsuccessful bidders under any circumstances.

D) Forfeiture of Security Deposit/Earnest Money:

Earnest Money submitted will be liable to forfeiture on the following grounds:-

- i. For failure of bidders to accept the order / LOI / LOA placed within the validity period of their offer
- ii. On placement of order, if the contractor refuses to take up the job or withdraw his service in midway of the contractual period for any reason whatsoever, then the Earnest money and/or total Security Deposit may

- liable to be forfeited as per discretion of the WBPDC Authority and other penal action may be taken as deemed fit.
- iii. WBPDC reserves the right of forfeiture of Earnest Money deposit in case the bidder(s) after opening of tender, withdraws amends, impairs, derogates, or revokes his tender within the validity period or extension thereof.
- iv. If the bidder does not accept the arithmetical correction of its bid price.
- v. For failure to submit contract performance guarantee within stipulated date.
- vi. If the acceptance of order is not received within the stipulated period.
- vii. On providing false or incorrect information in respect of qualifying requirement or any other information.
- viii. In case of successful bidders who does not execute the awarded job, necessary action under the provisions of Corporation's Blacklisting Policy may be initiated.
- ix. Other conditions mentioned in this tender document.

4. QUALIFYING REQUIREMENT (QR)

- i) Bidder should be a Single Bidding Entity .
- ii) The bidder should have a fully functional office in Kolkata, West Bengal.

iii) The Bidder should neither presently have been blacklisted by, nor engaged in any enquiry or pending legal issue with the any State Government in India or Government of India. (Declaration duly Notarized deeds to be submitted by the bidder)

iv) The Bidder must have no adverse record or defaulter of undisputed statutory liabilities. (Declaration duly Notarized needs to be submitted by the bidder)

v) The net worth of the bidder as on last date of each FY 2020-21 , FY 2021-22 ,**FY 2022-23** should be positive.

*The Bidder shall fulfill the said **Qualifying Requirements** satisfactorily as stipulated hereinabove and submit documentary evidences as applicable. Authenticated scanned copies of all documents are to be uploaded in the designated locations of the e-tender portal and original documents of above copies are to be produced on demand.*

| Sl. No | For bidders quoting for the executing the job | The bidder should have executed similar nature of works under the Government/ Quasi Govt. organization /Well Reputed Private Organization (LISTED COMPANIES) / PSU during last 7 years ending 31.01.2024 as follows | The bidder should have Average Annual Turnover during last 03 (three) financial years i.e. FY 2020-21 , FY 2021-22 , FY 2022-23 (see foot note) | Experience of the key personnel to be employed for the job |
|--------|---|--|--|---|
| 4.1 | Content creation for Uploading | a) Three similar completed work each with value(including taxes and duties) not less than 7.2 Lac for the period of 1 year | At least 5.4 Lac | Should have sufficient experience in executing the job of "Content creation for Digital &Social Media" on |

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|-----------------|---|--|----------------------------------|--|
| | <p>in Digital & Social Media</p> | <p>Or</p> <p>b) Two similar completed work each with value(including taxes and duties) not less than 9 Lac for the period of 1 year</p> <p>Or</p> <p>c) One similar completed work with value(including taxes and duties) not less than 14.4 Lac for the period of 1 year</p> <p>Similar nature of work means “Content Creation for digital and social media” . The word “executed” means that the bidder should have achieved the progress specified in the above para even if the total contract/ order is not completed/ closed. The same shall be supported by documentary evidence issued by the owner.</p> | | <p>behalf a Government/ Quasi Govt. organization / well Reputed Private Organization / PSUs and confirmation should be given that once assigned to the project he/she will not be moved out of it, except for reasons beyond the control of the bidder.</p> |
| <p>4. 2</p> | <p>Uploading in Digital & Social Media</p> | <p>a) Three similar completed work each with value(excluding taxes and duties) not less than 9.6 Lac for the period of 1 year</p> <p>Or</p> <p>b) Two similar completed work each with value(including taxes and duties) not less than 12 Lac for the period of 1 year</p> <p>Or</p> <p>c) One similar completed work with value(including taxes and duties) not less than 19.2 Lac for the period of 1 year</p> <p>Similar nature of work means “Content uploading in Digital & Social Media” . The word “executed” means that the bidder should have achieved</p> | <p>At least 7.2 Lac .</p> | <p>Should have sufficient experience in executing the job of “Content Uploading in Digital & Social Media” on behalf a Government/ Quasi Govt. organization / well Reputed Private Organization / PSUs and confirmation should be given that once assigned to the project he/she will not be moved out of it, except for reasons beyond the control of the bidder.</p> |

| | | | | |
|--|--|---|--|--|
| | | the progress specified in the above para even if the total contract/ order is not completed/ closed. The same shall be supported by documentary evidence issued by the owner. | | |
|--|--|---|--|--|

Note :

- If one bidder opts for Creation of content and uploading , then both clauses (4.1 & 4.2) will be applicable and avg. annual turnover should be at least Rs.12.6 Lac during last 03 (three) financial years i.e. FY 2020-21 , FY 2021-22 , FY 2022-23 .
- If one bidder opts for total job , then all these three clauses (4.1 ,4.2) will be applicable and avg . annual turnover should be at least Rs.18 Lac during last 03 (three) financial years i.e. FY 2020-21 , FY 2021-22 , FY 2022-23
- **Average annual turnover from the relevant business for which quote is made will be only considered . “Other Income “ will not be considered as part of turnover .**
- **Further for all the three Financial years , business must be operational and there should be relevant turnover in each financial year.**

5. SCOPE OF WORK**5.1. Approach & Methodology:**

(a) Proposed brand vision and social media strategy for the West Bengal Power Development Corporation Limited.

(b) Content development strategy

(c) Management of digital and Social Media platforms,

(d) Innovative ideas and suggestions,

5.2. Strategic Planning and Conceptualization:

The Agency shall develop a strategic approach to digital coverage, focusing on the dissemination and showcasing the performances , best practices , innovations etc. of West Bengal Power Development Corporation Limited. This strategy should aim at creating an audience pool who would get themselves benefited from the contents uploaded in the social media platforms . The target audience would be the employees of this organization , staff & people engaged in power sector as well as normal educated people at large in the social media . The basic objective of dissemination of contents will be for creation of a unique brand value of the organization towards its plight and commitment to serve the nation with utmost integrity & honesty for best quality service .

5.3. Communication and Content Strategy:

Development of monthly strategic plans as well as a specific media plan for each individual content posted in coordination with West Bengal Power Development Corporation Limited. A robust communication plan will need to be crafted, encompassing content creation and execution tailored to the Client's needs.

5.4. Content and Communication Development

Development of monthly content and communication in adherence to the content & communication strategy will need to be curated and posted on social media with prior approvals from West Bengal Power Development Corporation Limited. The content and communication plan

will consist of:

Facebook & Instagram : Posts Per Month - 12, 4 Videos & 8 Static Creatives

YouTube :Posts Per Month - 4 Videos

X.com :Posts Per Month - 12, 4 Videos & 8 Static Creatives

Whatsapp , SMS and auto caller service : Posts per month - 12, 4 audio & 8 Static Creatives

5.5. Digital Asset Management:

The Agency is tasked with full management of the West Bengal Power Development Corporation Limited’s digital channels. This includes content scheduling, posting, and monitoring. Platforms include: Facebook, Instagram, YouTube, X.com.

5.6. Execution and Media Planning:

Design and implement coverage that resonate with the target audience. This involves strategic media planning, buying, and the execution of integrated dissemination of contents across all digital platforms, aiming to meet or exceed the West Bengal Power Development Corporation Limited’s set objectives and Key Performance Indicators (KPIs).

5.7. Online Reputation Management:

Proactively manage and cultivate the West Bengal Power Development Corporation Limited’s online reputation.

5.8. Analytics and Performance Reporting:

Provide comprehensive monthly reports that detail all aspects of the digital strategy’s performance. These reports should include analytics, performance metrics, and a summary of deliverables. They should offer insights and recommendations for ongoing strategy refinement.

5.9. Continuous Optimization:

Engage in continual assessment and optimization of the digital and social media strategies. This entails regularly reviewing the performance, audience engagement, and overall ROI, making necessary adjustments to strategies for optimal achievement .

| Sl.no. | Job to be executed | Unit for billing |
|--------|--|------------------|
| 1 | Content creation | |
| 1.1 | For Facebook , Instagram , X.com & Youtube | |
| i | 4 Videos (around 5-7 minutes) & 8 Static Creatives | Month |
| 1.2 | Whatsapp , SMS and auto caller service | |
| i. | Text Messages | No. |
| ii | Voice Messages | No. |

| | | |
|------------|--|--------------------|
| 1.3 | Content Development | |
| i | Content development for all the posts across Social Media Platform | Lumpsum |
| 2 | Uploading of Content | |
| 2.1 | Opening of Verified account/system purchase and subscription for 1 year | |
| i | Meta Verified Facebook , Instagram | Lumpsum |
| ii | Youtube Premium | Lumpsum |
| iii | X Premium membership | Lumpsum |
| iv | Business account for Whatsapp | Lumpsum |
| v | SMS service system purchase | Lumpsum |
| vi | Auto caller service purchase | Lumpsum |
| 2.2 | Videos per month - 4 | |
| i | Facebook | Month |
| ii | Youtube | Month |
| 2.3 | Static Creatives per month - 8 | |
| i | Facebook & Instagram | Month |
| ii | X.com | Month |
| 2.4 | Messages | |
| i | Whatsapp & SMS | Per message |
| ii | Auto caller service | Per message |
| 2.5 | Digital Media Buying Services- Planning and Purchase engagement | |
| i. | Facebook & Instagram - For each content and each video | No. |
| ii. | YouTube - For each video | No. |

6. SUBMISSION OF TENDER DOCUMENTS

A) Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the bid.

Bidders are to keep track of all the Addendum / Corrigendum issued against the particular NIT and download copies of the above documents and merge the Addendum / Corrigendum with respective NIT. **No need to upload the published NIT documents**, instead upload the declaration as per format given in **Annexure II**.

Bidders are required to upload all the tender documents along with the other documents, as asked for in the tender and the agenda / corrigenda of the tender, if published, through the above website within the stipulated date and time as given in the Tender.

The documents uploaded must be scanned against any virus and digitally signed using the Digital Signature Certificate (DSC).

B) Bidders must download tender specific documents (NIT, BOQ etc) from <https://wbtenders.gov.in>, prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations viz.

Cover #1 : "Fee/PreQual/Technical" &

Cover #2 : "Finance" for BOQ sheet duly filled up. Bidders need to fill up the rates of items in the BOQ, downloaded for the supply, in the designated cell of the BOQ spreadsheet and upload the same in designated location of Cover #2

➤ The bid and other supporting documents uploaded by the bidders should be in only English language. **Bid in any other language is liable to be rejected.**

➤ Currency should be in INR.

C) No alteration in the Bid or in the amount(s) or any addition by way of special stipulation will be permitted.

D) Any Bid which is incomplete, ambiguous, or not in compliance with the Bid Document is liable to be rejected.

7. ONE BID PER BIDDER

a) Each Bidder shall be allowed to submit only one Bid. A bidder who submits more than one Bid will be disqualified.

b) The NIT/Bid is not transferable.

**8. COVER 1
DOCUMENTS:
TECHNICAL BID**

1. Bidder information sheet as per Annexure-I furnishing name, residential address, phone no, e-mail address and place of business of person (s) authorized to sign the tender with signature of appropriate authority with designation and seal of the Company and submit Power of Attorney / authorization to bid on behalf of the bidder in case the bidder himself is not signing the tender document alongwith copies of following documents **[to be submitted by the bidder , as and where applicable]** :
 - i. Organization details documents (as applicable) viz. Partnership Deed , MOA, Company Registration Certificate, CIN
 - ii. Valid PAN Card and IT Return of AY2021-22, AY 2022-23,**AY 2023-24**
 - iii. Valid GST Registration Certificate (GSTIN)
 - iv. Valid PF establishment code supported by latest PF return-cum-challan
 - v. Professional Tax registration certificate / Return-cum-Challan
 - vi. Relevant Documents supporting Kolkata office in West Bengal
Note : Undertaking on non-applicability for any of above statutory documents is to be executed on non-judiciary stamp paper of Rs. 10 with Legal declaration affirmed before a First Class Magistrate / Notary .
2. **Declaration as per annexure –II has to be submitted by the bidder**
3. **Declaration** by the bidder that the key personnel to be employed for the job has sufficient experience in executing the job to be done (as per clause 4.1 / 4.2 as applicable) on behalf a Government/ Quasi Govt. organization /well Reputed Private Organization / PSUs and once assigned to the project he/she will not be moved out of it, except for reasons beyond the control of the bidder. With this declaration the bidders are required to submit duly certified manpower details alongwith self-attested Bio-data/CV of the KEY PERSONNEL clearly showing the chronologically working experience. **Experience certificate of KEY PERSONNEL is to be provided as documentary evidence.**
4. Audited Financial Statements along with Audit report for last three consecutive financial years **(last FY being FY 2022-23) to be submitted by the bidder .**
5. Documentary evidence in support of work experience and fulfilling the requirement as spelt out in the Tender document must be submitted along with techno-commercial bid.

These documents should be in the form of copies of order /Contract , Completion Certificates. However, the originals of these documents shall have to be produced by the bidder, as and when asked for. The completion certificate shall be from appropriate/ ordering authority.

- 6. Technical proposal alongwith unpriced BOQ are required to be uploaded . Percentage of GST and HSN /SAC code are required to be mentioned. Bidder has to mention quoted /not-quoted in each line item of the unpriced BOQ.**

Note:

1. All declaration and undertakings must be executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder and upload it.
2. Subcontractor's credentials are not acceptable. Credentials on working as a subcontractor are not accepted.
3. Authenticated scanned copies of all documents are to be uploaded in the designated locations of the e-tender portal and original documents of above copies are to be produced on demand.
4. The offers of the Bidder not meeting the Qualifying Requirements and not producing supportive documents shall be summarily rejected and no correspondence whatsoever shall be entertained.
5. The Authority reserves its right to verify the documents/information submitted by the bidder.
6. Non-submission of any one of the above documents, non-compliance with the given format, submission of incomplete documents and false claims may disqualify the bidder and the bid document submitted, if any, may be rejected outright without any further reference to the bidder.

**9. COVER 2 :
FINANCIAL BID**

The financial proposal has to be submitted in Finance Cover as per decrypted BOQ sheet.

Bidder must consider all other incidental charges (other than GST) , impacting BASIC cost of each line item and Evaluation will be done only on the basis of rates quoted in the BOQ sheet including GST.

Partial quoting is allowed that is bidder can quote for 1. Content Creation and or 2. Uploading of Content and or 3. Digital & Social Media Management .

But bidder must quote for all the line items under a main header .

Item wise evaluation will be done .

System generated L1 will not be considered.

GST as applicable WILL BE PAID SEPARATELY.

Once completion of quoting rates in both of the sheets the bidder must encrypt the rates and upload the same with digitally signed. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder).

**10. CONDITIONAL
AND INCOMPLETE
TENDER**

i. The offer must accompany Declaration as per annexure-II as indicated above failing which it will be summarily rejected. If it is found that the Agency is blacklisted by any government department/ PSU/ Government agency at the time of submission of the bid and has submitted false declaration in annexure-II, the bid submitted by the bidder shall be rejected and their EMD shall be forfeited and necessary actions may be taken under the provisions of Corporation's Blacklisting Policy.

ii. Conditional and incomplete tenders are liable to summary rejection.

iii. The entire offer to be submitted by the bidder should be unconditional. Any information, assumption, statement having a direct or indirect relation/ correspondence with the quoted rates shall be treated as a condition and as such a deviation from the tender norms stipulated in the tender documents. Bidders are, therefore, requested to thoroughly scrutinize the entire tender document and seek clarifications if required before submission of tender.

iv. If any bidder fails to produce any original hard copies of the documents like Completion Certificate or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

v. All the uploaded annexures will have to be attested by the bidder with official seal of the agency / company .

vi. All declaration and undertakings must be executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder.

vii. The Corporation reserves the right to accept /cancel any or all tenders without assigning any reason whatsoever. The corporation does not

bind itself to accept the rate quoted by the lowest bidder and reserves the right to accept or to reject any or all the tenders .

viii. The bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he can submit his query within the date stipulated in the NIT for further clarification. Any query for clarification in the above respect after the submission of bid shall not be entertained. After receipt of such interpretation or clarification the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall form an integral Step of the tender documents and must accompany the bid.

ix. The agency has to submit written clarification and information if any, verbal clarification and information shall not be accepted.

x. Cost of bidding : All the expenses, incidental to the submission of the tender, discussion, conferences, if any, shall be borne by the bidder irrespective of whether the tender is accepted or not and the WBPDCI shall bear no liability whatsoever.

xi. Any hardcopy of the document asked for clarification or any shortfall documents against uploaded tender submitted by the bidder shall become the property of the WBPDCI and The WBPDCI shall have no obligation to return the same to the Bidder for any reason whatsoever.

11. AMENDMENT OF BIDDING DOCUMENTS

a) At any time prior to the deadline for submission of bids, WBPDCI may, for any reason whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the Bidding document by issuing addenda/Amendments. The amendment/addenda shall be part of the Bidding documents, and will be notified electronically to all prospective bidders and shall be binding on them. The Bidders will be required to acknowledge receipt of any such amendment to the Bidding documents only by uploading the Annexure-II duly signed and sealed. In order to provide time to prospective Bidders to take into account such amendment in preparing their bids, WBPDCI may, at its discretion, extend the deadline for the submission of Bids. Owner shall in no way responsible if the bidder fails to take notice or act in accordance to the addenda/Amendments issued time to time. WBPDCI may, at its discretion, extend the deadline for the submission of bids by amending the Bidding documents, in which case all rights and obligations of WBPDCI and bidders

previously subject to the deadline, will thereafter be subject to the deadline as extended.

Any addenda /corrigenda to the NIT, will be published in the <https://wbtenders.gov.in> and bidders are requested to keep track of any addenda/corrigenda published time to time.

b) WBPDCI reserves its right to accept or reject any or all bids or any part of the bid without assigning any reason whatsoever and it shall not be liable for any compensation to expenses/loss incurred by the bidder in the process in whatever manner it may be.

12. OPENING & EVALUATION OF BID

A) Technical bid evaluation

Evaluation by The WBPDCI shall be based on the documents as uploaded by the bidder as per the tender clauses.

All QR documents viz, declarations, annexures, statutory documents, credentials, financial documents will be checked.

The requirements as stipulated in the tender documents are the minimum ones and The WBPDCI has the right to ask for any additional information, if necessary, in case the documents uploaded by the bidder are found inadequate. The WBPDCI reserves its right to reject any tender, if the bidder is found not qualified to perform the work satisfactorily. The WBPDCI reserves the right to reject any tender, at any stage, if the bidder is found to have become qualified by giving incorrect and/or false information. **The bid without declaration as per annexure –II and EMD will be disqualified.**

Notwithstanding anything stated above or elsewhere, The WBPDCI reserves the right to assess the capability and capacity of the bidder, should the circumstances warrant such assessment in the overall interest of The WBPDCI.

Pursuant to scrutiny and decision of the Technical Evaluation Authority, the summary list of eligible bidders for which their Financial Proposals will be considered will be uploaded for the above in the web portals.

B) Price bid opening & evaluation

- i) Price bids of the technically eligible bidders declared by the Tender Evaluation authority will be opened electronically from the e-tender portal .
- ii) **Item wise evaluation shall be done only on the total rate quoted for each line item under each main header in the BOQ sheet (including GST).**

System generated L1 shall not be considered.

L1 rate quoted for all items under each main header viz.1. Content Creation , 2. Uploading of content shall be considered as successful bids.

Splitting of contract (1. Content Creation and or 2. Uploading of content) may be done.

The Corporation reserves the right to accept / consider the bids for content creation and uploading only by discarding the portion of management of social media responses and accordingly select the successful bidder.

After evaluation of price-bid, by Tender Evaluation authority, the final summary result, name of the successful bidder and the rates quoted will be uploaded. The Tender Accepting Authority may ask any of the Bidders to submit analysis to justify the rate quoted by that bidder.

Issue of tender documents to any bidder will not be construed that such bidder is automatically considered qualified for the entire tender process.

The WBPDCI reserves the right to accept any tender or reject any or all the tenders or cancel/withdraw the invitation for tender without assigning any reason whatsoever. Such decision taken by The WBPDCI shall not be subject to raising of question by any bidder and The WBPDCI shall bear no liability consequent upon such decision and the bidder shall have no claim in this regard against The WBPDCI.

13. VALIDITY OF BID :

- (a) Bid shall remain open for acceptance by the Owner for a period of One hundred Eighty (180) days from the last date of opening of **the technical Bid**. During this period the Bidder shall not withdraw or amend his Bid.
- (b) The quoted prices shall remain firm till completion of the contract.
- (c) Notwithstanding sub-clause (a) above, the Owner may obtain the Bidder's consent to extend the validity period of his Bid, as required. The request and response thereto shall be made in writing. A Bidder accepting the request will not be permitted to modify his Bid.

14. DEVIATIONS

No deviation is allowed to the NIT .

15. CANVASSING PROHIBITED

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Facilitators who resort to canvassing will be liable to rejection.

16. SITE VISIT

After the pre-bid meeting , the Bidder, at the Bidder's own responsibility and cost may visit the corporate office , contact the nodal person (shall be notified later in/after pre-bid meeting) in order to obtain the first hand information about the WBPDC/CL that may be helpful or necessary for preparing the Bid and entering into a contract for execution of the Works.

It shall be deemed that the Bidder has visited the office and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the office or not and has taken all the factors into account while quoting his rates.

It shall be deemed that the Bidder has got himself acquainted with the details available for the proposed work .

17. AWARD OF CONTRACT:

The bidder, whose bid is accepted by WBPDC/CL, shall be issued Letter of Award (LOA) prior to expiry of bid validity. The successful bidder firm shall confirm unconditional acceptance by returning a signed copy of the LOA within 7 days from the date of placement of LoA.

Note : Subject to evaluation complying the terms mentioned in this NIT, bids with Lowest valid rate shall normally be accepted.

- i) The successful bidder may have to submit reasonable price break up along with schedule of works, if so required by the controlling officer.
- ii) WBPDC/CL shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful bidders as regards non-acceptance of their bids. Except for refund of EMD, if asked for, to unsuccessful bidders, WBPDC/CL shall correspond only with the successful bidder.

18. REJECTION OF BID

On submission of any Bid, the corresponding bidder shall have no cause of action or claim against the Owner for rejection of his Bid. The Owner will always be at liberty to reject or accept any Bid at his sole discretion without assigning any reason and any such actions will not be called into question and the bidder shall have no claim in this regard against the Owner.

19. CANCELLATION OF TENDERS

WBPDC/CL may cancel the tender at his discretion without assigning any reasons whatsoever. In that case bid security will be released without interest. WBPDC/CL will not be liable for any other expenses incurred by the bidder to participate in the tender.

COMMERCIAL TERMS & CONDITIONS

20. PRICE

Basic price quoted for each line item shall be inclusive of all other charges, taxes, duty but exclusive of GST and shall be FIRM for the entire period of pendency of the contract. No escalation of basic price as defined above will be permitted due to hike in labour wages or any other reason whatsoever at any point of time during the contract period.

21. GOODS AND SERVICE TAXES

GST rates is mentioned in BOQ sheet. Any change in GST rate will be applied accordingly. **Basic price quoted for each items specified should be without GST.**

22. TERMS OF PAYMENT

100% payment against tax-invoices duly submitted in triplicate duly certified by the controlling officer or his authorized representative shall be made on Quarterly/yearly basis.

23. CONTRACT PERIOD

1 years subject to every 6 months review for satisfactory performance for continuance of the contract .

The contract may be extended on mutual understanding for a maximum period of 6 months on the same terms and conditions and rate etc. after expiry of two years.

24. CONTROLLING OFFICER

The General Manager (**HR&A & CC**) or his authorized representative

25. PAYING AUTHORITY

The General Manager (F&A)/Corporate, WBPDC

26. CONTRACT PERFORMANCE SECURITY DEPOSIT

The successful bidder will have to deposit contract performance security, in the form of Demand Draft/ bank Guarantee for satisfactory execution and completion of the work in accordance with the provision of the contract.

Contract performance security amount shall be equivalent to 10% of the contract value.

The amount on account of performance security, mentioned above can be deposited in the following manner:

1.In case performance security deposit submitted in form of DD, the online transacted amount as EMD by the successful bidder shall be converted into performance security deposit and bidder has to deposit the rest amount in the form of DD as performance security deposit equivalent to the difference of "10% of the contract value" It shall be deposited within 30 (thirty) days from the date of issuance of Work Order.

2.In case the guarantee is given in the form of Bank Guarantee (BG), then it should be issued from any Scheduled Bank. Upon submission of this security, the BG submitted as EMD submitted by the bidder will be released. BG shall be valid upto contract period with a claim period of 90 days .

- Refund of Security Deposit:

On completion of the work and certified as such by the Controlling Officer, the security deposit remaining with the WBPDC shall be refunded, shall be refunded within 60 days of the completion of contract period.

The security deposit shall be refunded within the period as above from the date of satisfactory completion of the work as per the work order or from the date of termination of work by the management, subject to recovery of the WBPDC's dues from the contractor on the date of termination. The amount of security deposit shall bear no interest.

GENERAL CONDITIONS OF CONTRACT

27. DEFINITIONS

In the Bid Document, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise demands.

- (i) "Applicable Law" means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contractor thereafter .
- (ii) "Appropriate Government" means the Government of West Bengal
- (iii) 'Authority' / 'Company' shall mean the WBPDC/CL and includes its authorized representative or any other person empowered on their behalf by WBPDC/CL.
- (iv) 'Approved' shall mean approval in writing including subsequent written confirmation of previous verbal approval(s).
- (v) "Accepting Authority" shall mean the management of the WBPDC/CL and includes an authorized representative of the WBPDC/CL or any other person / persons or body of persons empowered in this behalf by the WBPDC/CL.
- (vi) The word "Contractor / Contractors" wherever occurs means successful tenderer / tenderers who has / have given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or the successors and permitted assignees of such individual, firm or company as the case may be.
- (vii) The "Contract" shall mean the Work Order, as accepted by the WBPDC/CL and the contractor and the formal agreement executed between the WBPDC/CL and the contractor together with the documents referred to therein including general terms & conditions, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- (viii) "Total Contract Price "means the total sum inclusive of all taxes & duties specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract.
- (ix) Domestic Bidder: Domestic Bidder is a business entity or individual having business activity established under Indian Law. Such as a proprietary firm, partnership firm (registered under Partnership Act-1932), a private company, a public limited Company incorporated under Companies Act,

- (x) The term “Sub-Contractor” as employed herein, includes goes having a direct contract with contractor either on piece rate, item rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.
- (xi) A “Week” means, seven days without regard to the number of hours worked or not worked in any day in that week.
- (xii) A “Day” means, the day of 24 (twenty four) hours irrespective of the number of hours worked or not worked in that day.
- (xiii) A “Working Day” means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the District where the work is carried out or as laid down in the State Regulation.
- (xiv) “Personnel” means professionals and support staff deployed by the by the agency and assigned to perform the Services or any part thereof.
- (xv) “Proposal” means the Technical and as well as the Financial Proposal.
- (xvi) The “Work” means, the work described in the tender documents in individual work-orders as may be issued from time to time to the Bidder by the Controlling officer within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- (xvii) “Discrepancy” – In the event of any discrepancy in words and figures, the description in words shall prevail.
- (xviii) ‘Rupees’ shall mean the lawful currency in India.
- (xix) “Month & Year” mean calendar month and calendar year.
- (xx) “Written Notice” shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation/WBPDC for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- (xxi) “WBPDC’s requirements” means the document entitled WBPDC’s requirements , as included in the NIT/contract and any additions and modifications to such document in accordance with the contract .Such document specifies the purpose ,scope, and/or design and/or other technical criteria ,for the works.
- (xxii) “Letter of Award(LoA) “ shall mean WBPDC’s signed order copy to the successful bidder conveying the acceptance of bid and award of the specified job subjected to such conditions as mentioned in the LoA.

28. EFFECTIVE DATE

The Contract shall come into force from the date issue of Letter of Award.

29. CONFLICT OF INTEREST

Facilitator (successful bidder) should provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

30. TIME OF COMPLETION

Time of completion is the essence of the contract. Before starting of the work , the contractor shall have to prepare a Bar-chart for execution of the work for getting approval of the Engineer-in-charge and approved copy of the same shall have to be kept on the work site for guidance of the engineer-in charge or his authorized representative.

31. OBSERVANCE OF STATUTORY COMPLIANCES

Contractor shall have to ensure all statutory compliances and have to observe, perform and comply related to execution of the job.

However, the WBPDCI will not bear any financial liabilities of the workers to be deployed by the agency/contractor.

32. CONFIDENTIALITY

The successful bidder and their personnel shall not disclose any propriety or confidential information relating to the Services, to anyone without the prior written consent of the Employer.

33. CHANGE IN SCOPE / NATURE OF WORK DURING PROGRESS OF WORK

In case of any change in the scope/ nature of work during its progress, the contractor is to inform the management immediately and act as per the direction of the management.

34. APPOINTMENT OF SUB-CONTRACTOR BY CONTRACTOR

The contractor shall not sublet the work or engage any sub-contractor for executing the work .

35. FORCE MAJEURE

Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force majeure. Delays in performance of contractual obligations under influence of Force majeure conditions are condonable by the other party without any right to termination or claim for damages, provided, notice of happening of any such event is given by the affected party to the other within 30(thirty) days from the date of occurrence. Execution of work/ supply of goods shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However if such event continues for a period exceeding 120 days(for works), either party may at its option terminate the contract without any financial repercussion on either side by giving notice to the other party.

36. TERMINATION

A. CANCELLATION OF CONTRACT FOR DEFAULT ON THE PART OF AGENCY /FIRM

If the agency fails to execute whole or part of the works within the time period(s) specified in the contract, or any extension thereof granted; and/or If the agency/firm fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted .

The WBPDCI reserves the right to terminate the contract without any notice under the following specific conditions/ circumstances:

- a) Unsatisfactory performance of the contracted work,
- b) Involvement in action causing breach of peace and discipline within the WBPDCI/ area premises,
- c) Failure to comply with terms and conditions of the contract,
- d) Moral turpitude,
- e) Violation of the provisions under various laws and awards in force from time to time as are applicable to the work,
- f) Any action on the part of the contractor which in the opinion of the management is detrimental to the interest of the WBPDCI.

B. TERMINATION OF CONTRACT FOR INSOLVENCY

If the agency/firm becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), the contract may be terminated without compensation to the agency/firm, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to WBPDCI.

C. TERMINATION OF CONTRACT FOR WBPDCI'S FAILURE/CONVENIENCE

After placement of the contract, there may be an unforeseen situation compelling WBPDCI to cancel the contract. In such a case, *the WBPDCI reserves the right to terminate the work by giving 15 days' notice to the agency/firm for cancellation of the contract, in whole or in part without assigning any reason.* The notice shall also indicate the date from which the

termination will become effective. *The quantifying of the work done shall in such eventuality, be taken upto the date of such termination by the WBPDCI.*

D. RECOURSE AVAILABLE TO WBPDCI IN CASE OF TERMINATION UNDER CLAUSE (A) & (B)

If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:

- a) Forfeiture of the performance security/EMD as the case may be ;
- b) Risk Purchase: Upon such terms and in such manner as it deems appropriate, works unexecuted may be executed adopting alternative recourses at the sole risk and cost of the agency/firm. The additional cost over and above the contracted price incurred for execution of the unexecuted portion of works shall be charged to the agency/firm.

**37. DISPUTE
RESOLUTION**

If any dispute(s) or difference(s) of any kind whatsoever arise between the parties hereto in connection with or arising out of any contract, the parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the dispute(s) or difference(s) arose, either party shall give a notice to the other party, of such intention to invoke Arbitration within 14 (fourteen) days from the expiry of the aforesaid period of 30 (thirty) days within which amicable resolution could not be reached.

Such dispute(s) or difference(s) shall be referred to and settled by a Sole Arbitrator to be mutually appointed by both the parties.

If a party fails to appoint the Sole Arbitrator within 30 (thirty) days from the receipt of a request to do so from the other party , the appointment of Sole Arbitrator shall be made upon request of either party by the Hon'ble High Court , Calcutta .

The arbitration proceedings shall be in accordance with the prevailing Arbitration laws of India as amended or enacted time to time.

The existence of any dispute(s) or difference(s) or the initiation or continuance of the Arbitration proceedings shall not permit the parties to postpone or delay the performance by the parties of their respective obligations pursuant to the Contract.

The seat of arbitration shall be Kolkata, West Bengal, India.

**38. GOVERNING LAW &
LEGAL
JURISDICTION**

This work order shall be governed by and construed in accordance with substantive and procedural laws of India. The competent courts at Kolkata, West Bengal, India shall have exclusive jurisdiction in relation to this work order.

Any or all action(s) and proceeding(s) arising out of or in relation to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in Kolkata, West Bengal and only the said court(s) shall have jurisdiction to entertain and try any such action(s) and /or proceeding(s) to the exclusion of all other court(s).

39. BLACKLISTING

For suspension/ blacklisting/ debarment, procedures as laid down under the WBPDC/CL's Policy & Procedure of Blacklisting and Debarment of Agencies from Business Dealings shall be followed.

Agency blacklisted by any government department/ PSU/ Government agency shall not be allowed to participate in our tender process if effect of such debarment subsists at the time of submission of the bid. The bidder shall furnish a declaration in this regard provided in Annexure-II"

Disclaimer | Forfeiture of EMD/ Security deposit:

During the blacklisting and debarment period if it is detected that the agency has participated in the tender under a different name or sub-agency of the participating bidder, WBPDC/CL would be at liberty to debar the agency from participating in the tender and in such case EMD/ Security deposit shall be forfeited with option to take recourse to any legal remedy.