

# **Request for Proposal**

## **Selection of Knowledge Partner for Operating and Running Animation Academy in West Bengal**

**Tender No. WEBEL/EOT/COM/20-21/00071  
Dated: 02.02.2021**

**West Bengal Electronics Industry  
Development Corporation Limited (WBEIDCL)  
Webel Bhawan, Block- EP & GP,  
Sector-V, Salt Lake, Bidhan Nagar,  
Kolkata-700091  
West Bengal**

### **Disclaimer**

This Notice Inviting e-Tender (NIT) contains brief information about the project, qualification requirements and the selection process for the successful applicant (bidder). The purpose of this NIT document is to provide applicants (bidders) with information to assist the formulation of their bid application (the “application”).

Whilst the information in this NIT has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither West Bengal Electronics Industry Development Corporation Limited (WBEIDCL) , nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the NIT, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this NIT is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information (‘Information’) contained in this NIT document or subsequently provided to interested parties (the "applicant(s)), in writing by or on behalf of WBEIDCL is provided to applicant(s) on the terms and conditions set out in this NIT documents and any other terms and conditions subject to which such information is provided.

This NIT document is not an agreement and is not an offer or invitation by WBEIDCL to any other party. The terms on which the project is to be developed and the right of the successful applicant shall be as set out in separate agreements contained herein. WBEIDCL reserves the right to accept or reject any or all applications without giving any reasons thereof. WBEIDCL will not entertain any claim for expenses in relation to the preparation of NIT submissions.

### Abbreviation

Abbreviations	Descriptions
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
GM	General Manager
GST	Goods & Service Tax
ICT	Information and Communication Technology
LOI	Letter of Intent
LOA	Letter of Award
PBM	Pre-bid Meeting
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PSU	Public Sector Undertaking
PO	Purchase Order
NIT	Notice Inviting e-Tender
TEC	Tender Evaluation Committee
WBEIDCL	West Bengal Electronics Industry Development Corporation Limited

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## NOTICE INVITING E-TENDER

### **Tender Reference Number: WEBEL/EOT/COM/20-21/00071, Dated 02.02.2021**

West Bengal Electronics Industry Development Corporation (WBEIDC) Limited, nodal agency of Department of Information Technology & Electronics (DIT&E), Government of West Bengal (GoWB), invites e-tender for the work mentioned in the Table 1 below. The Govt. of West Bengal through WBEIDC owns an Animation Academy in which it aims to train more than 300+ Animation professionals annually. For this purpose, the Govt. of West Bengal has 10,000 sq ft. (approx.) sprawling campus within Salt Lake City, Sector V, Kolkata. WBEIDC invites "Request for proposal" (RFP) from interested Bidders for functioning as the Knowledge Sharing Partner for this Animation Academy. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFP document uploaded on the website: <https://wbtenders.gov.in/>

**Table 1: Detail of the Scheme**

Name of the Project	Tender Document Cost in INR (Non-Refundable)	Earnest Money Deposit in INR (Refundable)
Selection of Knowledge Partner for carrying out Courseware and curriculum development, forging industry connect and placement assistance and knowledge sharing for the Animation Academy in West Bengal.	Rs. 2,000/- (Rupees Two Thousand only)	Rs. 1,00,000 (Rupees one lakh only)

- a) In the event of e-filing, intending bidders may download the tender documents from the website <https://wbtenders.gov.in> directly.
- b) In the event of e-filing, intending bidders may download the tender documents from the website <https://wbtenders.gov.in> directly. Necessary cost of tender documents (tender fees) of Rs. 2,000/- (Rupees Two Thousand) has to be remitted through Net banking or through RTGS. NEFT through the <https://wbtenders.gov.in> //portal as per G.O 3975-F(Y) dated 28th July, 2016 issued by Finance department Govt. of West Bengal.
- c) The bidder shall pay an EMD of Rs. 1,00,000 (Rupees One Lakh only) through Net banking or through RTGS NEFT through the <https://wbtenders.gov.in> //portal as per G.O 3975-F(Y) dated 28th July, 2016 issued by Finance department Govt. of West Bengal.
- d) The Technical Bid and the Financial Bid, duly digitally signed, will need to be submitted in the website <https://wbtenders.gov.in>
- e) Submission of the Bid should be done as per the stated time schedule mentioned in "IMPORTANT DATES & INFORMATIONS" section of the RFP.

- f) The Financial Bid of the prospective bidder will be considered only if the Technical Bid is found qualified by the 'Tender Evaluation Committee'. The decision of the 'Tender Evaluation Committee' will be final and absolute in this respect.

## **GENERAL GUIDANCE FOR E-TENDERING**

Instructions / guidelines for electronic submission of the tenders have been annexed for assisting the bidders to participate in e-Tendering.

**i. Registration of Bidder:**

Any Bidder 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 is to click on the link for e-Tendering site as given on the web portal.

**ii. Digital Signature Certificate (DSC):**

Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token. The Bidder can search & download N.I.T. & Price Bid format electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

**iii. Submission of Tenders:**

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

## IMPORTANT DATES & INFORMATION

**Table 2: Fact Sheet**

1.	Tender No. & Date	<b>WEBEL/EOT/COM/20-21/00071, Dated 02.02.2021</b>
2.	Tender Version	1.0
3.	Brief description of project	Assist WBEIDC as Knowledge Partner for carrying out Courseware and curriculum development, forging industry connect and placement assistance and knowledge sharing for the Animation Academy in West Bengal.
4.	Tender document Fee	Rs.2000/- (Rupees Two Thousand only) through net banking or through RTGS/NEFT in the portal of the website: <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> as per G.O 3975-F(Y) dated 28th July 2016 issued by Finance Department, Govt. of West Bengal. For details regarding payment procedure & guideline on the same, bidders are advised to follow the mentioned order and portal.
5.	Earnest Money Deposit	Rs.1,00,000/- (Rupees One Lakhs only) through net banking or through RTGS/NEFT in the portal of the website: <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> as per G.O 3975-F(Y) dated 28 <sup>th</sup> July 2016 issued by Finance Department, Govt. of West Bengal. For details regarding payment procedure & guideline on the same, bidders are advised to follow the mentioned order and portal.
6.	Tender issuing entity	West Bengal Electronics Industry Development Corporation Limited (WBEIDCL)
7.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	Date: 02.02.2021
8.	Documents download /Sale start date (Online)	Date: 02.02.2021
9.	Last Date and time of sending the queries (Online)	Date: 08.02.2021; 02:00 pm
10.	Pre-Bid Meeting (Online)	Date: 10 <sup>th</sup> February 2021; 12:00 pm Notification mentioning the online meeting link and time shall be shared accordingly. Queries to be sent to: Shri Puspall Ghosh, DGM (NI), e-mail – <a href="mailto:puspal.ghosh@webel-india.com">puspal.ghosh@webel-india.com</a>



11.	Corrigendum, if any will be published (Online)	Date: 12.02.2021; 4.00 pm.
12.	Bid Submission start date & time (Online)	Date: 12.02.2021; 5.00 pm.
13.	Bid Submission closing date & time (Online)	Date: 23.02.2021; 12:00n pm
14.	Bid opening date & time for Technical Proposals (Online)	Date: 25.02.2021; 3:00 pm
15.	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals (if any).	Date: To Be Notified Later On
16.	Date for opening of Financial Bid (Online)	Date: To Be Notified Later On
17.	Contact Persons	Shri Pratul Show, General Manager (Commercial), e-mail <a href="mailto:pratul.show@webel-india.com">pratul.show@webel-india.com</a>

For participation of pre-bid meeting: [click here](#)

## **Section - A: Instruction to Bidder**

### **1. Definitions**

In this document, the following terms shall have following respective meanings:

**“Agreement”** means the Agreement to be signed between the successful bidder and West Bengal Electronics Industry Development Corporation Limited (WBEIDCL) including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

**“Bidder”** means any firm offering the service(s) required in the RFP. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom WBEIDCL signs the agreement for rendering services for the assignments.

**“Contract”** is used synonymously with Agreement.

**“Knowledge Partner/Contractor/ Vendor”** means the Bidder whose bid to perform the Contract has been accepted by Tender Committee and is named as such in the Letter of Award.

**“Default Notice”** shall mean the written notice of Default of the Agreement issued by one Party to the other.

**“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish at artificial non-competitive levels and to deprive the WBEIDCL and eventually Govt. of W. Bengal of the benefits of free and open competition.

**“GoWB” / “Government” / “Govt. of W. Bengal”** means the Government of West Bengal.

**“GoI”** shall stand for the Government of India.

**“Law”** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/or the Government of West Bengal or any other Government or regulatory authority or political subdivision of government agency.

**“LOI”** means issuing of Letter of Intent shall constitute the intention of the WBEIDCL to place the Purchase Order with the successful bidder.

**“Material Breach”** means a breach by either Party (Client or Bidder) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure.

**“Parties”** means Client and Bidder for the purposes of this Agreement and **“Party”** shall be interpreted accordingly.

**“Services”** means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Scope of Work.

**“WBEIDCL”** mean West Bengal Electronics Industry Development Corporation Limited

**“Termination Notice”** means the written notice of termination of the Agreement issued by WBEIDCL.

“**Services**” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Scope of Work.

**2. Submission of BID**

Bids are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non-readable formats).

**3. Query**

The last date of submission of queries is Date: 08.02.2021; 02:00 pm. The queries shall be submitted in the format as provided below. Queries will be sent to Mr. Pratul Show, General Manager (Commercial) E Mail: [pratul.show@webel-india.com](mailto:pratul.show@webel-india.com). Each Bidder shall send only one e-mail containing the Pre-Bid Queries, as per format (mentioned in Table 3). In case of more than one e-mail, only the queries provided in the first e-mail shall be considered.

**4. Pre-Bid Meeting**

- i. WBEIDCL will host a Pre-Bid Meeting through online platform for queries (if any) by the prospective bidders. The representatives of the bidders may attend the pre-bid meeting if required. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid. Link of the virtual pre-bid meeting will be sent accordingly.
- ii. All enquiries from the bidders relating to this Bid Document must be submitted to the designated contact person as mentioned above via email. The queries should necessarily be submitted in the following format:

Table 3: Format of Prebid queries

#	RFP Document Reference			Content of the RFP requiring clarification	Clarification Sought
	Section No.	Sub-Section	Page No.		
1					
2					
3					

**5. Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of the bid and WBEIDCL will no case be responsible for those costs regardless of the conduct or outcome of the bidding process.

## **6. Bid Document**

Bidder is expected to examine all instructions, forms, terms and requirement in the bid document. The invitation to bid together with all its attachment thereto shall be considered to be read, understood and accepted by the bidder. No deviations will be accepted. Failure to furnish all information required by the bid document or a bid not substantially responsive to the bid document in every respect may result of the bid.

## **7. Amendment of Bid Document**

At any time prior to the deadline for submission of proposals, WBEIDCL reserves the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the website. The Corrigendum shall be binding on all bidders and will form part of the bid documents. Corrigendum can be published at least 3 days prior to the Bid submission deal line, with extension of 4 days of Bid Submissions Deadline, such that the bidders gets at least 7 days to submit the bid after a corrigendum is published.

## **8. Modification and Withdrawal of Bids**

The bidder may modify or withdraw its bid after submission, before the deadline prescribed for bid submission.

## **9. Language of Bid & Correspondence**

The proposal will be prepared by the Bidder in English language only. All the documents relating to the proposal (including brochures) supplied by the firm should also be in English, and the correspondence between the Bidder & WBEIDCL will be in English language only. The correspondence by fax/E-mail must be subsequently confirmed by a duly signed formal copy.

## **10. Earnest Money Deposit (EMD)**

The firm shall furnish an **EMD of Rs.1,00,000/-** (Rupees One Lakhs only) through net banking or through RTGS/NEFT in the portal of the website: <https://wbtenders.gov.in> as per G.O 3975-F(Y) dated 28<sup>th</sup> July, 2016 issued by Finance Department, Govt. of West Bengal. For details regarding payment procedure & guideline on the same, bidders are advised to follow the mentioned order and portal. Any bid not accompanied with the EMD/ BG shall be rejected. The validity of EMD instrument/ BG will be initially 3 months, to be extended, if required.

## **11. Forfeiture of EMD**

EMD/ BG made by Bidder may be forfeited under the following conditions:

- If Bidder withdraws the proposal before the expiry of validity period.
- During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of WBEIDCL regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.

- If Bidder violates any of the provisions of the terms and conditions of the proposal.
- In the case of a successful Bidder, if Bidder fails to:
  - a) Accept the work order along with the terms and conditions.
  - b) Furnish performance security.
  - c) Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
  - d) Submitting false/misleading information/ declaration/ documents/ proof/etc.

The decision of WBEIDCL regarding forfeiture of EMD/ BG shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD/ BG even the Bidder will be deferred from participating in any job for a period of one year.

### **12. Forms and Formats**

The various inputs for the Technical as well as Price bid are to be submitted in the format specified in Section-H: Annexures in this document. The bidder shall use the form, wherever specified, to provide relevant information. If form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases, the bidder shall design a form to hold the required information.

### **13. Lack of Information to Bidder**

The bidder shall be deemed to have carefully examined the Bid document to his entire satisfaction. Any lack of information shall not relieve the bidder of his responsibility to fulfil his obligation under the bid. If bidder has any queries relating to bid document then he can send the queries before the Pre-Bid Meeting.

### **14. Evaluation Procedure**

- Bidders who have submitted the valid Bid Security, i.e., EMD/ BG, Tender Document Fee & NIT Declaration as per requirement shall be considered for further evaluation. Absence of these documents may lead to summary rejection of the bid.
- The Eligibility Criteria will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- After qualifying in Technical Evaluation, qualified bidders will only be considered for Price Bid evaluation.
- The basis of price bid evaluation shall be “**Quality Cost Based Selection (QCBS)**”. That is the bidder with the highest total score will be declared successful bidder and will be allowed as knowledge partner for this assignments for a period of five years.
- The Percentage of Net Revenue share per month as mentioned in the Section-H: Annexure-XB will be firm for the entire duration of the project. After the end of the contract period of the bidder will hand over (and transfer ownership of) the assets to WBEIDCL.

### **15. Awarding of Contract**

An affirmative Post Qualification determination will be prerequisite for award of the contract to the overall successful bidder. A negative determination will result in rejection of bidder's bid, in which event the WBEIDCL will proceed to the next evaluated bidder to make a similar determination of that bidder's capability to perform satisfactorily. WBEIDCL will award the contract to the successful bidder whose bid has been determined to be substantially responsive after final negotiation may held with the successful bidder, if required. The successful bidder (s) will have to give security deposit in the form of Performance Bank Guarantee (PBG) and the value will be decided by WBEIDCL at the time of issuance of LOA.

### **16. Performance Bank Guarantee**

- a. Within 14 days of notifying the acceptance of proposal for the award of contract, the successful bidder shall furnish a Performance Bank Guarantee (PBG), as per Annexure-V, amounting to the 3% of the total bid value for the entire contract period as its commitment to perform services under the contract.
- b. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after expiry of contract provided there is no breach of contract on the part of the bidder. No interest will be paid on the PBG.

### **17. Execution or contract**

On receipt of the Letter of Award the contractor should submit a Performance Bank Guarantee within two weeks from the date of receipt of Letter of Award/Order. The PBG should be valid till the end of the project from the date of issuance of LOI and may be extended at the discretion of WBEIDCL.

### **18. Commencement of Assignment**

The Successful Applicant/ Knowledge Partner is expected to commence the Assignment on the date of commencement of services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.

### **19. Penalty**

It should be noted that suitable penalty would be charged to the knowledge partner in case of delay from their end and would be finalized in the contract.

### **20. Liability**

In case of a default on bidder's part or other liability, WBEIDCL shall be entitled to recover damages from the Contractor. In each such instance, regardless of the basis on which WBEIDCL is entitled to claim damages from the Contractor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Contractor shall be liable for no more than:

- Payment referred to in the Patents and Copyrights clause.

- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Contractor's negligence.
- As to any other actual damage arising in any situation involving non-performance by Contractor pursuant to or in any way related to the subject of this Agreement, the charge paid by WBEIDCL for the individual product or Service that is the subject of the Claim. However the bidder shall not be liable for:
  - ✓ For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data.
  - ✓ For any direct loss or damage that exceeds the total payment for Contract made or expected to be made to the Contractor hereunder.

### **21. Patents & Copyright**

If a third party claims that a product/ service delivered by the Contractor to WBEIDCL under this project, infringes that party's patent or copyright, the Contractor shall defend WBEIDCL against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Contractor.

### **22. Governing Laws**

This contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract. The Contractor shall keep himself fully informed of all current national, state and municipal law and ordinances. The Contractor shall at their own expense, obtain all necessary permits and licensed and pay all fees and taxes required by law. These will be contractor's entire obligation regarding any claim of infringement.

### **23. Termination for Default**

In case the performance of contractor is deemed unsatisfactory (manifested in delays, lack of quality, unavailability of resources, lack of results/outcomes as expected and agreed) WBEIDCL reserves right to issue letter of dissatisfaction to the vendor stating the concerns. On issuance of two or more such letter of dissatisfaction WBEIDCL reserves the right to terminate the contract by issuing a 30-day notice period to the vendor. In such eventuality WBEIDCL will invoke the amount held back from the vendor as PBG. Decision from WBEIDCL in this regard will be final and abiding without any prejudice to any other remedy or right of claim for breach of contract for the contractor.

### **24. Bankruptcy**

If the contractor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, WBEIDCL shall be at liberty to terminate the engagement forthwith without any notice in writing to the contractor or to the liquidator or receiver or to any person in whom the

contractor may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by WBEIDCL.

## **25. Force Majeure**

It is hereby defined as any cause, which is beyond the control of the Contractor or WBEIDCL as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure up to its or their performance of the Contract and to fulfil its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall.

- Constitute a default or breach of the contract.
- Give rise to any claim for damages or additional cost or expense occurred by the delay or non-performance. If, and to the extent, that such delay or non-performance is caused by the occurrence of an event of Force Majeure.



## **26. Insurance Coverage**

The Bidders at their cost shall arrange, secure and maintain all insurance as may be pertinent to the Works/ Services and obligatory in terms of law to protect their interest and interest of WBEIDCL. The responsibility to maintain adequate insurance coverage at all-times shall be of the bidder alone. The Bidder's failure in this regard shall not relieve them of any of his contractual responsibilities, obligations and liabilities.

## **27. Corrupt or Fraudulent Practices**

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose, the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force.

The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

## **28. Binding Clause**

All decisions taken by the Tender Committee regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tender Committee reserves the right:

- To vary, modify, revise, amend or change any of the terms and conditions mentioned above and,
- To reject any or all the Tender/s without assigning any reason whatsoever thereof or 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(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

## **29. Grafts, Commissions, Gifts, etc.**

It is the Purchaser's policy to require that bidders, contractors and consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with WBEIDCL shall in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to WBEIDCL resulting from any cancellation. WBEIDCL shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under contract.

## **30. Enforcement of Terms**

The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to

such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

**31. Period of Validity of Offer**

For the purpose of placing the order, the proposals shall remain valid till 180 days from bid submission date. During the period of validity of proposals, the rates quoted shall not change.

**32. Taxes & Duties**

- Bidder submitting a tender shall produce up to date Income Tax and Profession Taxes Certificate as well as the GST certificate issued by the concerned Tax Authority or a Certificate that the assessment is under consideration. All such clearance certificates shall remain valid on the last date of permission.

**33. Discrepancies in Bid**

- Discrepancy between description in words and figures, the words quoted by the bidder shall be taken as correct.

**34. Contacting WBEIDCL**

Bidder shall not approach WBEIDC officers beyond office hours and/or outside WBEIDCL office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence WBEIDCL office in the decision on Bid evaluation, Bid comparison or finalization may result in rejection of the Bidder's offer. If the bidder wishes to bring additional information to the notice of WBEIDCL, it should be in writing.

**35. WBEIDCL'S Right to Reject any or all Bids**

WBEIDCL reserves the right to 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(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

**36. Price**

Only the Percentage of Net revenue to be shared per month to the contractor should be quoted in the Price Bid only.

**37. Canvassing**

Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render him liable to penalties, which may include removal of this name from the register of approved Contractors.

### **38. Non-Transferability of Tender**

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

### **39. Formats & Signing of Bid**

The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory (ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialled by the person or persons signing the proposal. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialled with date by the authorized signatory after striking out the original words/figures completely.

### **40. Withdrawal of Bid**

Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period. Fresh Bid may be called from eligible vendors for any additional item(s) of work not mentioned herein, if so required.

### **41. Interpretation of documents**

If any bidder should find discrepancies or omission in the specifications or other tender documents, or if he should be in doubt as to the true meaning of any part thereof, he shall make a written request to the tender inviting authority for correction/clarification or interpretation or can put in a separate sheet along with his technical bid document.

### **42. Preparation of Tender**

Tender shall be submitted in accordance with the following instructions:

- a) Tenders shall be submitted in the prescribed forms. All signatures shall be in longhand. Where there is conflict between the words and the figures, the words shall govern.
- b) All notations must be in ink or type written. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialled in ink by the person or persons signing the tender.
- c) Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral, telegraphic or telephonic proposals for modifications will be acceptable.
- d) Tenders shall be delivered to the office as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders. The packet of documents including the tender shall be enclosed in sealed envelope having the title of the work and the name of the bidder.
- e) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- f) Each and every page of the tender document must be signed with company seal by the bidder.

- g) Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter.

#### **43. Erasures of Alternations**

The offers with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ions is not only signed by the authorized signatory of the bidder. There should be no hand-written material, corrections or alterations in the offer. This shall be binding on all bidders and the Tender Committee reserves the right for such waivers.

#### **44. Compliance with Law**

The contractor hereto agrees that it shall comply with all applicable Union, State and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required.

The contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labour legislation.

#### **45. Clarification of Bids**

During evaluation of the bids, the Customer/Tender Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (fax/email) and no change in the substance of the bid shall seek offered or permitted.

#### **46. Authentication of Bids**

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

#### **47. General Terms**

- a) All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- b) All pages of Bid submitted by the bidder should have serial number with proper indexing.
- c) All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and WBEIDCL reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
- d) Details of the enclosures should be clearly mentioned in the forwarding letter in your letter head along with the bid.
- e) No Technical/Commercial clarification will be entertained after opening of the tender.

- f) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WBEIDCL reserve the right to increase or decrease the quantity specified in the tender.
- g) WBEIDCL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
- h) WBEIDCL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- i) The customer at its discretion may extend the deadline for the submission of Bids.
- j) No dispute by the bidders in regard to Technical/Commercial points will be entertained by WBEIDCL and decision taken by the Tender Committee will be final.
- k) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totalling or carry in the amount quoted by the bidder shall be corrected accordingly.
- l) Bidder must submit a separate sealed envelope containing a letter of complying the eligibility criteria otherwise the bid of the bidder will not be accepted.
- m) The acceptance of the tender will rest with the accepting authority and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
- n) The bidder must be present at the time of opening of the Tender. WBEIDCL is not answerable to any query of any bidder who remain absent at that time.
- o) No variation in or modification of the terms of the Agreement shall be made except by written amendment signed by the parties.
- p) Tender documents are not transferable. Bidders must buy the tender documents in their own name.

#### **48. Consideration. Invoicing and Payment**

In consideration to the assistance agreed to be provided by Knowledge Partner, WBEIDC hereby irrevocably agrees to:

- a) Pay to the Knowledge Partner a monthly fee (less than or equal to 10%) on the Net Revenue (cash basis) as per formula below:
  - Gross Revenue Receipt based on the Gross Billing done by the centre
  - Less: GST
  - For clarification the annual charge is based on the Gross Revenue Receipt
- b) After completion of every month, the Knowledge Partner may raise an invoice at any time after the last day of relevant month for payment of the monthly charges agreed under this agreement and WBEIDC shall promptly pay all the invoices within seven days from the date of invoice.

#### **49. General Obligations of the Bidder**

- a) The Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the WBEIDCL and which the Bidder has in its possession or control at any time during the exit management period.
- b) For the purposes of this Schedule, anything in the possession or control of any Bidder is deemed to be in the possession or control of the Bidder.
- c) The Bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

#### **50. Exit Management Plan**

- a) The Bidder shall provide the WBEIDCL with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
  - i. A detailed program of the transfer process that could be used in conjunction with a Replacement Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
  - ii. plans for the communication with such of the Bidder's staff and any related third party as are necessary to avoid any material detrimental impact on the WBEIDCL's operations as a result of undertaking the transfer;
  - iii. Plans for provision of contingent support to WBEIDCL for a reasonable period after transfer.
- b) The Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date. Each Exit Management Plan shall be presented by the Bidder to and approved by the WBEIDCL.
- c) In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan. During the exit management period, the Bidder shall use its best efforts to deliver the services.

This Exit Management plan shall be furnished in writing to the WBEIDCL within 90 days from the Effective Date of this Agreement.

#### **51. Type of Bid**

The tender shall comprise of two-bid systems namely –

- a) **Technical (Pre-Qual/Technical)** - The technical bid consisting of all technical details along with commercial terms and conditions;
- b) **Financial (Finance)** – Financial bid indicating only Percentage of Net revenue to be shared per month to the contractor.

## 52. Submission of Bids

Tenders are to be submitted online within the prescribed date & time using the Digital Signature Certificate (DSC).

**a) Technical Proposal** – Scanned documents (.PDF) will have to be uploaded under the cover named **“Fee/PreQual/Technical”** containing the following folders:

- i. **EMD/Exemption Certificate** (i.e. proof of RTGS/NEFT or SSI/NSIC/MSME certificates),
- ii. **NIT** (i.e. scanned copy of NIT),
- iii. **Technical Documents** (i.e. Compliance of Technical Specifications, Product Catalogue/Brochure etc.),
- iv. **Other Important Documents (OID)** – The following documents must be uploaded, otherwise bids could not be submitted online:

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	<ul style="list-style-type: none"> <li>• GSTIN</li> <li>• PAN</li> <li>• P Tax (Challan)</li> <li>• IT Acknowledgement in last three years.</li> <li>• Bank Solvency</li> </ul>
B.	Company Detail(s)	Company Detail	<ul style="list-style-type: none"> <li>• Proprietorship Firm (Trade License)</li> <li>• Partnership Firm (Partnership Deed, Trade License)</li> <li>• Ltd. Company (Incorporation Certificate, Trade License)</li> <li>• Society (Society Registration Copy, Trade License)</li> </ul>
C.	Credential	Credential	<ul style="list-style-type: none"> <li>• Work Completion Certificates</li> <li>• Payment Certificates</li> </ul>
D.	Financial Info	P/L and Balance Sheet	<ul style="list-style-type: none"> <li>• Balance Sheet (Last 3 years).</li> <li>• Profit &amp; Loss A/c (Last 3 years).</li> </ul>
E.	Declaration	Declaration	<ul style="list-style-type: none"> <li>• Undertaking Regarding Non-Blacklisting to be submitted as per <u>Annexure – II</u>.</li> <li>• Undertaking regarding acceptance of Terms &amp; Conditions of NIT as per <u>Annexure – I</u>.</li> </ul>
F.	Manpower	Employee/ Technical Personnel	<ul style="list-style-type: none"> <li>• Self-Declaration</li> </ul>

**b) Financial Proposal –**

Financial bid should be uploaded under the cover named “Finance”.

**53. Smooth Handover**

- The bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the WBEIDCL and which the bidder has in its possession or control at any time during the exit management period.
- For the purpose of this Schedule, any this in the possession or control of any bidder is deemed to be in the position or control of the bidder.
- The bidder shall commit adequate resources to comply with its obligation to this Exit Management Schedule.

**54. Dispute Redressal**

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- ii. consult with any Applicant in order to receive clarification or further information;
- iii. retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
- iv. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Knowledge Partner, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Knowledge Partner to Client in relation to the project shall be the property of Client.

2.16.4 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

**55. Required Experience of the Key Staff**

List of minimum key personnel/ staff



S. No	Position	Minimum Years of Professional Experience	Specific Expertise
1	Project Co-ordination expert (Animation)	10	Experience of working for large animation production Houses (International Experience will be preferred)
2	Placement cum Industry Relationship officer	5	Suitable candidate having extensive connection with leading animation, VFX, Live action and gaming production houses.
3	Senior knowledge sharing staff (Animation)	5	Bachelors or Masters degree preferably BFA / MFA. Experience of working for large animation production organisation.
4	Junior knowledge sharing staff (Animation)	3	Should have a bachelor's degree, preferably BFA. Experience of working on technical Animation projects.

- Age of the key staff proposed should not be more than 70 (seventy) Years on the last day of submission of proposal.
- The client reserves the right to ask for the details regarding the proof of age, qualification, experience and association of the key staff with the firm.
- Knowledge Partners, who are executing ongoing mandates from Client, must propose a separate team of key staff while bidding for this project.
- The key staff proposed above should be available for presentations/ discussions/ meetings with the Client, State Government in Kolkata.
- A summary of experience (in one page) is to be provided by the Knowledge Partner for each of the key staff.

**Evaluation criteria for Key personnel/ staff**

<b>A.</b>	<b>GENERAL QUALIFICATIONS</b>
A1.	Technical qualifications
A2.	Professional experience
A3.	Training and publications
<b>B</b>	<b>ADEQUACY FOR THE ASSIGNMENT</b>
B1.	Experience in similar capacity/ broad sector
B2.	Experience relevant to TOR/ Assignment
B3.	Overseas/ International experience
<b>C</b>	<b>FAMILIARITY WITH THE REGION</b>
C1.	Experience in Animation projects in India

C2.	Knowledge of local language and culture
D.	<b>ASSOCIATION WITH THE FIRM</b>
D1.	Full Time permanent staff
D2.	Years of association

Detailed evaluation criteria will be prepared by the evaluation committee for evaluation of the qualification and competence of the key staff for the assignment.

**Section - B: Eligibility Criteria**

<b>S No</b>	<b>Basic Requirements</b>	<b>Specific Requirements</b>	<b>Documents Required</b>
1	Annual Turnover	<p>a. Average annual turnover from Animation production in last three financial years (FY 2017-2018, 2018-2019 and 2019-2020) should be minimum INR 50 Cr.</p> <p>b. The Net Worth of the bidder must be positive for each of the last 3 audited financial years (FY 2017-2018, 2018-2019 and 2019-2020).</p>	<ul style="list-style-type: none"> <li>• Audited Financial Accounts &amp; certificates from the statutory auditor / Chartered Accountant</li> <li>• Balance sheet and Profit &amp; Loss Statement from the statutory auditor or Chartered Accountant</li> </ul>
2	Working Experience	<p>a. The Bidder should have successfully executed at least 3 complete Animation projects having capacity of at least 50 interns and trainees per annum in each project in last 3 financial years.</p> <p>b. Having production facilities and workforce to produce more than 1500 minutes of Animation on yearly basis.</p>	<ul style="list-style-type: none"> <li>• For completed project: Work Order and Completion Certificate issued by the client</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• For ongoing project: Work Order and satisfactory certification from client.</li> </ul>
3	Technical Capability in Animation	Availability of minimum 35,000 square feet of studios across India with collective details of the offices, infrastructure, technologies	Self-certified copies of documents providing details of studio work places.
4	Existence of international client base	Must have a minimum of 3 international Contract documents with clients of exceptional global repute.	Contract documents with international clients
5a	Legal Requirement	The responding firm must not be blacklisted by any Government Department, Ministry or Agency in any country for breach of ethical conduct or fraudulent practices during the last three years.	The bidder must provide self-declaration in the company's letter head (as per Annexure-II)
5b	Legal Entity	<ul style="list-style-type: none"> <li>• The bidder should have existence in India for last five (5) years at the end</li> </ul>	<ul style="list-style-type: none"> <li>• Certificates of incorporation for</li> </ul>

		<p>of 31<sup>st</sup> March 2020.</p> <p>The bidder shall be solvent at the date of bidding</p>	<p>Company/ Partnership Deed / Proprietorship firm self-declaration</p> <ul style="list-style-type: none"> <li>• Certificate from Statutory auditor / Chartered Accountant for existence of firm for last five years along with last three years balance sheet.</li> </ul>
5c	Other legal documents	<ul style="list-style-type: none"> <li>• Trade License</li> <li>• GST Certificate</li> <li>• Income Tax Return ( Latest 3 years )</li> <li>• GST Registration</li> <li>• Copy of PAN</li> <li>• Articles of Association/ Company Registration (depending on company type)</li> </ul>	Copy of the valid documents
6	Manpower Capability	The bidder should preferably have minimum 400 personnel working dedicatedly on Animation Production and Internship on its pay-roll for last 2 years in India.	Undertaking from the Signing Authority/ HR Head to this effect. Also submit bio-data of all technical persons
7	Power of Attorney	The bidder shall submit the Power of Attorney of Authorization for signing the bid in Rs.100.00 Non-Judicial Stamp Paper.	Scanned copy of Power of Attorney needs to be uploaded
8	Submission of EMD	The Bidder shall pay EMD of Rs. 1,00,000 (Rupees one lakh only) through net banking or through RTGS/NEFT in the portal of the website: <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> as per G.O 3975-F(Y) dated 28th July 2016 issued by Finance Department, Govt. of West Bengal. For details regarding payment procedure & guideline on the same, bidders are advised to follow the mentioned order and portal.	Scanned copy of the EMD needs to be uploaded

9	Submission of Tender Document Fee	Bidder should submit Tender Document Fee of Rs. 2,000 (Rupees two thousand only) through online mode.	Tender Document Fee should submit online mode.
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Note:

- The Bids shall be submitted only by the Bidder; no consortium is allowed in this Bid. Declaration in this regard needs to be submitted.
- In absence of any of the above, the bid will be treated as non-responsive and summarily rejected.
- Supporting Documents to be submitted in Pre-Qualification Proposal Folder

**Section-C: Technical Evaluation Criteria**

**1. Evaluation of Technical Bids**

The Technical Evaluation committee will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

<b>Criteria</b>	<b>Basis for valuation</b>	<b>Max Marks</b>	<b>Supporting Documents</b>
<b>ORGANIZATION STRENGTHS</b>		30	
Average Turnover Annual from Animation Production in last Three financial years ending 31.03.2020 should be minimum INR 50 Crore each year.	<ul style="list-style-type: none"> <li>• More than Equal to INR 50 Crores but less than INR 60 Crores: 10 marks</li> <li>• More than Equal to INR 60 Crores but less than INR 75 Crores: 13 marks</li> <li>• Greater than or equal to INR 75 Crores: 15 marks</li> </ul>	15	Extracts from the Balance sheet and Profit & Loss from the statutory auditor / Chartered Accountant
Manpower on your own payroll as on 31.03.2020 should be minimum of 400 personnel working dedicatedly on Animation Production and Internship.	<ul style="list-style-type: none"> <li>• Relevant manpower working on and training should be of 400 functions minimum personnel working</li> <li>• More than Equal to 400 personnel but less than 500 personnel: 10 marks</li> <li>• More than Equal to 500 personnel but less than 600 personnel: 13 marks</li> <li>• Greater than or equal to 600 personnel: 15 marks</li> </ul>	15	HR certificate certifying the manpower strength or extract from PF register.
<b>RELEVANT STRENGTHS</b>		25	

Criteria	Basis for valuation	Max Marks	Supporting Documents
<p>The Bidder should have successfully implemented at least 3 complete international Animation projects of worth at least Rs. 7.5 Crores per projects as on 31.03.2020</p>	<p>When No. of Completed Animation projects of at least INR 7.5 Crores as on 31.03.2020.</p> <ul style="list-style-type: none"> <li>• Equal to 3 projects: 5 marks</li> </ul> <p>For each extra project = 1 Mark each up to max. 2 Marks</p> <p>Hence, Max. 5+2 = 7 marks</p> <p>(For projects more than min requirement of 3 projects: Completed or Min 50% -partly completed projects shall be considered)</p>	<p>7</p>	<p>Extracts of Contracts OR Work Order + 50% Completion Certificate (for ongoing projects) from the Bidder</p>
<p>Government project work experience in last three financial years</p>	<ul style="list-style-type: none"> <li>• 1 state or central government animation training project: 1 mark</li> <li>• 2 state or central government animation training project: 2 marks</li> <li>• 3 state or central government animation training project: 3 marks</li> </ul>	<p>3</p>	<p>Extracts of Contracts OR Work Order</p>
<p>Availability of fully developed high-class animation production facility within West Bengal /Kolkata with internship facilities. The Local studio should be capable of producing 2 D, 3D productions which include Feature films, DVD, High HD 1920X1080 and Stereo 3D formats, Visual effects for live action films</p>	<ul style="list-style-type: none"> <li>• Animation production facility within West Bengal with internship facilities</li> </ul>	<p>15</p>	<p>Bidder shall provide Self Certified copy of office details, infrastructure and workforce and also facilitate a site visit and any further information about the local Animation Studio that can be verified by WBEIDC</p>
<p>APPROACH &amp;</p>		<p>20</p>	

<b>Criteria</b>	<b>Basis for valuation</b>	<b>Max Marks</b>	<b>Supporting Documents</b>
<b>METHODOLOGY</b>			
Solution Proposed Demonstration of understanding of the requirements	<ul style="list-style-type: none"> <li>Detailed Animation course material and content: 4 Marks</li> <li>Proposal on Animation course curriculum, training plan and training calendar: 3 Marks</li> <li>Consulting for setting up the Animation Academy, Knowledge Sharing and support solution proposed: 3 Marks</li> </ul>	10	Self-certified document and presentation
Approach and Methodology to perform the work in this assignment	Qualitative assessment based on: <ul style="list-style-type: none"> <li>Understanding of the objectives of the assignment: - 5 Marks</li> <li>Operations, student selection methodology, student placement: 5 Marks</li> </ul>	10	Self-certified document and presentation
<b>RESOURCE PROFILE</b>	Qualitative assessment	<b>25</b>	
Manpower for Administrative purposes	Key knowledge sharing staff with 100% dedicated availability for the Animation Academy: 10 Marks <ul style="list-style-type: none"> <li>1 Dedicated Project Co-ordination expert = 4 Marks</li> <li>2 Dedicated animation senior staff with minimum 8 years of experience on related field - 2x1.5=3 Marks</li> <li>1 Placement cum Industry relationship officer with minimum 5 years of experience = 3 Marks</li> </ul>	10	Relevant CVs certified by the Bidder
Training Staff (Key Staff for imparting training)	10 CVs of Technical Animation resources, 6 Junior knowledge sharing staff and 4 seniors as per criteria given in Section-A, Sl. No.56:- 1.5 marks each.	15	Relevant CVs certified by the Bidder
<b>Total</b>		<b>100</b>	

Note:



- In case of unavailability of high-class animation production facility in West Bengal, the organisation would have to give an undertaking (as per Annexure-IX) to the effect that it would establish such a facility within 6 months of commencement of this project.
- All supporting Documents to be submitted in the Technical Proposal Folder

## 2. Selection Method

The evaluation committee will evaluate each of the bids on the basis of Technical Evaluation criteria. At the stage of technical evaluation, evaluation committee will assign points (quality of services score) to the pre-qualified bidders based on the technical evaluation criterion mentioned in this RFP.

### **To qualify the technical evaluation stage, the bidder must score a minimum of 70 marks.**

The commercial bid of the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive in respect of commercial considerations. **The evaluation will be made on the basis of QCBS with 70:30 ratio, where the weightage on the Technical part will be 70 percent and the 30 percent weightage to be given in commercial.** The bidder with the highest total score would be declared successful.

The cost indicated in the Commercial Proposal shall be deemed as final and should be stated in % only. The cost indicated in Annexure XA & XB should be considered as final. The lowest Commercial Proposal (Fm) will be given a score (Sf) of 100 points.

The Financial scores (Sf) of the other Commercial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

In which Sf is the Commercial score, Fm is the lowest Commercial Proposal, and F is the Commercial Proposal (in INR) under consideration.

Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Commercial Proposal that will be in the ratio of 0.70:0.30.

For Additional information/clarification (if reqd.), WBEIDC reserves the right to ask for any additional information. Bidders that fail to submit additional information or clarification as sought by evaluation committee within 10 days of the receipt of letter requesting for such additional information and/or clarification from WBEIDC, their bids will be evaluated based on the information furnished along with the bid proposal.

## **Section-D: Terms of Reference**

### **1. Objective of the Project**

The Govt. of West Bengal is desirous to promote the Animation Industry in the State of West Bengal. Focus rests on Webel Animation Academy to start with and to lift the Animation training facilities in the state to a standard analogous to anywhere in the world.

- The initiative is aimed towards creating skilled animation resources in West Bengal in order to meet the forthcoming demand at state and national level.
- Partner with a global Animation development and education company having a strong worldwide presence and client base with global footprint and having own production facilities and centers of learning across India and around the world.
- The knowledge partner will assist with skill training and facilitate bringing in mentors with specialized animation skills as mentioned in this RFP so that most of the successful students will be able to find jobs within the knowledge partner's various production facilities or within their extended network.
- The knowledge partner should be fully capable to jointly run and manage the animation academy, besides having a state-of-the-art production facility in Kolkata or within West Bengal with an objective to impart internship as well as provide employment internally or externally for successful candidates.
- The knowledge partner should support in carrying out Courseware and curriculum development, forging industry connect and placement assistance and knowledge sharing for the Animation Academy. The knowledge partner should support in educating and skilling the students in the academy for progressing their training, course-end internship and their subsequent employment.
- WBEIDC on the other hand will provide the real estate facilities and equip the academy with the latest hardware and software and all necessary tooling, networking, logistics and provide necessary equipment maintenance.

### **2. Services required for the Animation Academy (Project Deliverables)**

Knowledge sharing partner will provide following services in the field of Animation training & its allied processes

- Design and development of the Animation training curriculum and course content for the various types of Animation training courses.
- Help WBEIDC in designing the Animation Academy facility for optimum usage of 300 students on an annual basis.

- Implementation of the curriculum by facilitating recruitment of specialized animation trainers, senior and junior animation specialists.
- The trainers recruited will be experienced BFA/MFA graduates with a minimum work experience as decided by WBEIDC and the Knowledge Partner and will be on rolls of WBEIDC
- Assist with the animation training as per the schedule outlined in the training plan for all Animation courses provided by the academy
- Advise WBEIDC for complete duration of this knowledge sharing contract on the hardware and software upgrades necessary for the animation and games packages to run smoothly.
- Assist WBEIDC in creating question papers and conducting written entrance tests for selecting students to the Animation Academy courses based on eligibility criteria and norms set up by WBEIDC.
- Provide state of the art Animation Studio within the state, preferably Kolkata with an objective to impart internship as well as provide employment internally for successful candidates.
- Ensure employment, directly or indirectly in relevant specialization of Animation industry to a minimum of 50% of the graduating student batch on annual basis.

### **3. Training related details**

Provided below is an indicative list of training courses to be provided by the Animation Academy. The list will be reviewed and revised based on industry demands and requirement assessment. On and from the date of agreement in the RFP the knowledge partner will support WBEIDC in managing the following courses in the Webel Animation Academy: -

- a. B.Sc. DEGREE IN 3D ANIMATION FILM MAKING (AFFILIATED TO MAKAUT):
  - Training in 3D Animation & its allied processes (along with basics of 2D Animation) with specialization in related domains
  - Candidates' eligibility: (10 + 2) candidates and Graduates (Science, Computer Sciences, Engineering / Commerce / Arts / Fine Arts etc.) and with University CET clearance
  - Course duration: 3 years
- b. B.Sc. DEGREE IN VFX FILM MAKING (AFFILIATED TO MAKAUT):
  - Training in 3D Animation & VFX (along with basics of 2D Animation) with specialization in related domains
  - Candidates' eligibility: (10 + 2) candidates and Graduates (Science, Computer Sciences, Engineering / Commerce / Arts / Fine Arts etc.) and with University CET clearance
  - Course duration: 3 years

c. DIPLOMA IN 3D ANIMATION:

- Training in 3D Animation & its allied processes (along with basics of 2D Animation)
- Candidates' eligibility: (10 + 2) candidates and Graduates (Science, Computer Sciences, Engineering / Commerce / Arts / Fine Arts etc.)
- Course duration: 1 year

d. DIPLOMA IN 3D ANIMATION & VFX:

- Training in 3D Animation & its allied processes (along with basics of 2D Animation) with specialization in VFX
- Candidates' eligibility: (10 + 2) candidates and Graduates (Science, Computer Sciences / Engineering/ Commerce / Arts / Fine Arts etc.)
- Course duration: 1 year

e. DIPLOMA IN 2D ANIMATION:

- Training in 2 D Animation concepts & its allied processes.
- Candidates' eligibility: (10 + 2) candidates
- Course duration: 1 year

f. SHORT TERM PROGRAMS -

- Editing, Compositing, Flash animation, Graphics & Web Design
- Specialized courses on Modeling, Texturing, Lighting, Animation, VFX, Layout design, character design etc.
- Duration of the short-term training courses will be between 6 months to one year.

g. The following SOFT SKILLS development trainings also need to be conducted by the knowledge partner along with the above Animation Courses -

- Spoken English
- Personality development
- Communication skills and other
- H R related soft skills

**4. Admission criteria for the Animation Academy**

The candidates to be eligible for training in the Webel Animation Academy will need to have the following skill sets:

- Academic qualification as mentioned in the eligibility of the relevant courses
- Candidates having inherent drawing skills
- Basic understanding of spoken & written English.
- Basic knowledge of computers.
- All candidates will have to go through a written / online entrance test conducted by WBEIDC and assisted by the Knowledge Partner.
- Any other skill sets as may be discussed between WBEIDC and the Knowledge Partner from time

to time

- Students will be admitted to the courses upon payment of relevant course fees as designed by WBEIDC

#### **5. Course fees and infrastructure costs for the Animation Academy**

- WBEIDC shall provide complete infrastructure for the training centre, which includes but not limited to buildings, workstations, light boards, stationery, animation and games design and development software, IT (Networking, Internet Connectivity 24X7), etc.
- Knowledge Partner shall not be involved in any financial transactions for the procurement of infrastructure (the hardware, software and any other material whatsoever) and the same will be directly between WBEIDC and the Vendors.
- WBEIDC shall bear all the day to day operation costs of running the training centre such as monthly electricity, rent for premises (if any) , telephone charges, maintenance and upgrade or systems/software's (AMC's) & IT (Networking, Internet Connectivity 24X7) etc.
- WBEIDC will be responsible for deciding the fee structure for the various courses to be conducted by the academy in consultation with the knowledge partner.
- WBEIDC will also be responsible for collecting the fees from the students.
- Knowledge Partner shall assist in recruitment of dedicated faculty for the Animation Academy and WBEIDC will be completely responsible for managing their salaries and other emoluments.
- The total contract will be of 60 (sixty) months duration in which the initial 24 months will be a probation period when the Knowledge Partner shall charge monthly net revenue share fee for its services.
- WBEIDC will provide all other non-faculty staff and support personnel as required for operating the Animation Academy

### **Section– E: Project Timeline & Payment**

The contract duration will be of **60 months (5 years)**. Monthly fees as proportion of the gross revenue will be paid to the Knowledge partner as shown below.

- Knowledge Partner shall also not be involved in bearing the costs of Animation Academy personnel and the same shall be borne by WEBEL on its rolls.
- WBEIDC shall appoint Trainers on its rolls. Knowledge Partner may help and assist in technical evaluation of the skill sets for such trainers.
- Knowledge Partner shall not be responsible for the salaries or other emolument of trainers and relevant staff as required for operations of the training center. All such expenses shall be borne by WBEIDC.
- Based on requirements, Knowledge Partner shall undertake to provide in-house domestic or international mentors from time to time to impart special classes on animation related topics at additional costs chargeable to WBEIDC. The accommodation, transport and any other expenses incurred for such mentors or for conducting such special classes shall be borne by WBEIDC.
- In case Knowledge Partner bears the cost of such in-house domestic or international mentors, WBEIDC shall ensure that the expenses and reimbursements made within sixty days from the receipt of the invoice.
- WBEIDC shall provide complete infrastructure for the training center, which includes but not limited to buildings, workstations, light boards, stationery, software, IT (Networking, Internet Connectivity 24X7) etc.
- Knowledge Partner shall not be involved in any financial transactions for the procurement or infrastructure (the hardware, software and any other material whatsoever) and the same will be directly between WBEIDC and the Vendors.
- WBEIDC shall bear all day to day operation costs of running the training centers such as monthly electricity, rent for premises, telephone charges, maintenance of systems/software's (AMC's) & IT (Networking, Internet Connectivity 24X7) etc.
- Considering the fast-changing technologies, WBEIDC shall ensure that the IT infrastructure is updated as per the requirements suggested by Knowledge Partner.
- At all times during the term of this Agreement, WBEIDC shall retain possession of the premises in which the Webel Animation Academy is situated and also of all infrastructures contained therein.

#### **Consideration for Invoicing and Payment:**

In consideration to the assistance agreed to be provided by Knowledge Partner, WBEIDC hereby irrevocably agrees to:

- a) Pay to the Knowledge Partner a monthly fee (less than or equal to 10%) on the Net Revenue (cash

basis) as per formula below:

- Gross Revenue Receipt based on the Gross Billing done by the centre
  - Less: GST
  - For clarification the annual charge is based on the Gross Revenue Receipt
- b) After completion of every month, the Knowledge Partner may raise an invoice at any time after the last day of relevant month for payment of the monthly charges agreed under this agreement and WBEIDC shall promptly pay all the invoices within seven days from the date of invoice.

## **Section – H: Annexures**

### **Annexure I: Covering letter for submission of RFP**

(To be submitted on the letterhead of the bidder)

(Date)

To,

General Manager (Commercial),

WBEIDC,

Webel Bhavan, Block-EP & GP, Sector-V,

Salt Lake, Bidhan Nagar,

Kolkata: 700091

**Ref:** RFP No WEBEL/EOT/COM/20-21/00071, dated 02.02.2021

**Sub:** Submission of RFP for “Selection of Knowledge Partner for operating and running Animation Academy in the State of West Bengal”.

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Response to RFP for Selection of Knowledge Partner for operating and running Animation Academy in the State of West Bengal. The Proposal is unconditional and unqualified. We are submitting our Proposal as [sole applicant] [with] address at [address of Knowledge Partner]. We understand you are not bound to accept any proposal you receive.

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Knowledge Partner, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Knowledge Partner for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as



evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. We declare that:
  - a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
  - b) We do not have any conflict of interest in accordance with the terms of the RFP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request. for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Knowledge Partner, without incurring any liability to the Applicants.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP
10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Knowledge Partner or in connection with the selection process itself in respect of the above mentioned Project.
12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the execution for the Project is not

awarded to us or our proposal is not opened or rejected.

13. We agree to keep this offer valid for one hundred eighty (180) days from the date of issuance of LOA.
14. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
15. In the event of our being selected as the Knowledge Partner, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
16. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Client or in respect of any matter arising out of or concerning or relating to the selection process including the award of the project.
17. The Technical and Financial Proposal is being submitted in a separate cover. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
18. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Sincerely,

Signature of Authorized Signatory and Seal of the bidder

Name:

Designation:

Date:

**Annexure-II: Declaration for not being blacklisted**

(Self-declaration for not being blacklisted by any Government Entity)

(To be submitted on the Letterhead of the responding firm)

(Place)

(Date)

To,

General Manager (Commercial)

WBEIDC Ltd

Webel Bhavan

Block EP & GP, Sector-V

Salt Lake Electronics Complex

Kolkata-700091

**Sub:** Submission of RFP for “Selection of Knowledge Partner for operating and running Animation Academy in the State of West Bengal”.

**Ref:** RFP No. WEBEL/EOT/COM/20-21/00071, dated 02.02.2021

Dear Sir/Madam,

In response to the above mentioned RFP I/We, \_\_\_\_\_, as \_\_\_\_\_ <Designation> of M/s \_\_\_\_\_, hereby declare that we are having unblemished past record and are not declared blacklisted or ineligible to participate for bidding by any State/Central Government, Semi-Government or PSU.

Sincerely,

Signature of Authorized Signatory and Seal of the bidder

Name:

Designation:

**Annexure–III: Bidder’s Annual turnover over last 3 financial years**

<<To be printed on bidder company’s letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To,  
 General Manager (Commercial)  
 WBEIDC Ltd  
 Webel Bhavan  
 Block EP & GP, Sector-V  
 Salt Lake Electronics Complex  
 Kolkata-700091

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document. I hereby declare that below are the details regarding Overall turnover over last 3 financial years for our organization.

#	Details	FY 2017-18 (in Crores) (a)	FY 2018-19 (in Crores) (b)	FY 2019-20 (in Crores) (c)	Average Turnover [(a+b+c)/3]
1	Overall Annual Turnover				

Yours Sincerely,

\_\_\_\_\_  
 Signature of Statutory Auditor (with official seal)

Name :  
 Designation :  
 Address :  
 Telephone& Fax:  
 E-mail address :

**Annexure–IV: Project Specific Experience**

**Project Specific Experience**

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity for carrying out Animation Knowledge Partner services similar to the ones requested under this assignment.]

- Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
- Exhibit projects in the last three years.
- Projects without the proof or experience from respective client will not be considered

Assignment Name and project cost:	Approx. value or the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months) :
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated Knowledge Partners:
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of Associated Knowledge Partners, if any:	
Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Sincerely,  
 Signature of Authorized Signatory and Seal of the bidder  
 Name:  
 Designation:

**Annexure–V: Format for Performance Bank Guarantee**

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT–CUM-PRFORMANCE GUARANTEE**

Ref ..... Bank Guarantee no.....

Date.....

**PROFORMA OF BG FOR SECURITY DEPOSIT**

KNOW ALL MEN BY THESE PRESENTS that in consideration of WBEIDCL, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its registered office at Webel Bhavan, Block EP & GP, Sector-V, Salt Lake Electronics Complex, Kolkata-700091(hereinafter called “The Purchaser”) having agreed to accept from \_\_\_\_\_(hereinafter called “The Contractor”) Having its Head Office at \_\_\_\_\_, a Bank guarantee for Rs. \_\_\_\_\_ in lieu of Cash Security Deposit for the due fulfilment by the Contractor of the terms & conditions of the Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Purchaser for \_\_\_\_\_ (hereinafter called “the said work order \_\_\_\_\_ dated \_\_\_\_\_)”. We \_\_\_\_\_ (Name & detailed address of the branch) (hereinafter called “the Guarantor”) do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions contained in the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ of which breach the opinion of the Purchaser shall be final and conclusive.

(2) AND WE, \_\_\_\_\_ DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum of \_\_\_\_\_ Rupees \_\_\_\_\_) only as may be specified in such demand, in the event of the Contractor failing or neglecting to execute fully efficiently and satisfactorily the order for \_\_\_\_\_ Work Order no. , \_\_\_\_\_ dated \_\_\_\_\_

(3) WE \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ have been fully paid and its claims satisfied or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ have been fully and properly carried out by the said contractor and accordingly discharged the guarantee.

(4) We \_\_\_\_\_ the Guarantor undertake to extend the validity of Bank Guarantee at the request of the contractor for further period of periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.

(5) The liability under the Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and will expire on \_\_\_\_\_ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filled against us within 6 months from \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

(6) The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closer of the Contractor.

(7) The executants has the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.

(8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and our guarantee shall remain in force up to \_\_\_\_\_ and unless a demand or claim under the guarantee is made on us in writing on or before \_\_\_\_\_ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, \_\_\_\_\_ lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Purchaser in writing. In witness whereof we \_\_\_\_\_ have set and subscribed our hand on this \_\_\_\_\_ day of \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED

\_\_\_\_\_  
(Stamp of the executants)

WITNESS

1) \_\_\_\_\_

2) \_\_\_\_\_

(Name & address in full with Rubber Stamp)

### **INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

1. B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non-Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalised Bank/ Scheduled Commercial Bank preferably on a branch located in Kolkata. B.G. from Co-operative Bank / Rural Banks is not acceptable.
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The content of the B.G. shall be strictly as Proforma prescribed by WBEIDCL in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
11. Issuing Bank / The Vendor are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to WBEIDCL



**Annexure-VII: Team Composition and Task Assignments**

<b>Knowledge partner staff<sup>1</sup></b>			
Name of staff   Firm	Area of expertise	Position assigned	Tasks assigned

---

<sup>1</sup> Knowledge Partners, who are executing ongoing mandates with the Client, must propose a separate team of key personnel while bidding for this project. The Key Personnel proposed above should be available for presentations/ discussions/ meetings with the Client, State Government etc.

**Annexure-VIII: Curriculum Vitae (CV) format**

**(for Proposed Knowledge Partner Staff (with one page of summary of experience))**

Proposed Position:

Name of Firm:

Name of Staff:

Date of Birth:

Nationality:

Education:

<b>Year</b>	<b>Degree</b>	<b>Institution</b>

Countries of Work Experience:

Languages:

<b>Language</b>	<b>Speaking</b>	<b>Reading</b>	<b>Writing</b>

**Employment Record:**

<b>From [Year]</b>	<b>To [Year]</b>	<b>Employer</b>	<b>Position held</b>

**Certification and training:**

<<to be inserted >>

**Detailed Tasks Assigned:**

<<to be inserted >>

**Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:**

<b>Name of Assignment/job or project</b>	
Year	
Location	
Client	
Main project features	
Positions held	
Activities performed	

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature	Signature
Date: [dd/mm/yyyy]	Date: [dd/mm/yyyy]
Name of staff member:	Name of Authorized Signatory:

**Note:**

Please strictly restrict the number of pages per CV to four (04) pages (two sheets if printed both sides). The one-page summary shall be over and above the four (04) page CV. Pages in the CV greater than these limits shall not be considered for evaluation. Please strictly follow the above template for the key staff CV since any deviation may lead to deduction in marks.

**Annexure-IX: Undertaking for setting up of fully developed high-class animation production facility within West Bengal /Kolkata with internship facilities.**

[Location, Date]

To

GM(Commercial),

West Bengal Electronics Industry Development Corporation Limited

Webel Bhavan, Block: EP & GP, Sector: V, Salt Lake, Kolkata: 700 091

Telephone: 033-23392270

Email: [pratul.show@webel-india.com](mailto:pratul.show@webel-india.com)

Dear Sir,

With reference to your RFP Document no. [no.] dated [date], we, hereby undertake that, if we are selected as the successful Bidder after the evaluation process, we would set up a fully developed high-class animation production facility within West Bengal /Kolkata with internship facilities **within 6 months** from the date of signing of contract for the captioned project.

We remain, Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Applicant/Member in Charge)

**Annexure-X: Financial Proposal – Standard Forms**

**Annexure-XA: Financial Proposal Submission Form**

[Date]

To

GM (Commercial),

West Bengal Electronics Industry Development Corporation Limited

Webel Bhavan, Block: EP & GP, Sector: V, Salt Lake, Kolkata: 700 091

Telephone: 033-23392270

India

**Subject: Selection of Knowledge Partner for operating and running Animation Academy in the State of West Bengal**

Dear Sir,

We, the undersigned, offer to provide the Animation Knowledge sharing services for administering and courseware development in the Webel Animation Academy in accordance with your RFP dated (date] and our Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

### **Annexure-XB: Breakdown of Costs**

The contract duration will be of 60 months (5 years). Monthly fees as proportion of the gross revenue will be paid to the Knowledge partner as shown below.

- Knowledge Partner shall also not be involved in bearing the costs of Animation Academy personnel and the same shall be borne by WEBEL on its rolls.
- WBEIDC shall appoint Trainers on its rolls. Knowledge Partner may help and assist in technical evaluation of the skill sets for such trainers.
- Knowledge Partner shall not be responsible for the salaries or other emolument of trainers and relevant staff as required for operations of the training center. All such expenses shall be borne by WBEIDC.
- Based on requirements, Knowledge Partner shall undertake to provide in-house domestic or international mentors from time to time to impart special classes on animation related topics at additional costs chargeable to WBEIDC. The accommodation, transport and any other expenses incurred for such mentors or for conducting such special classes shall be borne by WBEIDC.
- In case Knowledge Partner bears the cost of such in-house domestic or international mentors, WBEIDC shall ensure that the expenses and reimbursements made within sixty days from the receipt of the invoice.
- WBEIDC shall provide complete infrastructure for the training center, which includes but not limited to buildings, work stations, light boards, stationery, software, IT (Networking, Internet Connectivity 24X7) etc.
- Knowledge Partner shall not be involved in any financial transactions for the procurement or infrastructure (the hardware, software and any other material whatsoever) and the same will be directly between WBEIDC and the Vendors.
- WBEIDC shall bear all the day to day operation costs of running the training centers such as monthly electricity, rent for premises, telephone charges, maintenance of systems/software's (AMC's) & IT (Networking, Internet Connectivity 24X7) etc.
- Considering the fast changing technologies, WBEIDC shall ensure that the IT infrastructure is updated as per the requirements suggested by Knowledge Partner.
- At all times during the term of this Agreement, WBEIDC shall retain possession of the premises in which the Webel Animation Academy is situated and also of all infrastructures contained therein.

#### **Consideration. Invoicing and Payment:**

In consideration to the assistance agreed to be provided by Knowledge Partner, WBEIDC hereby irrevocably agrees to:

- a) Pay to the Knowledge Partner a monthly fee ( less than or equal to 10%) on the Net Revenue (cash

basis) as per formula below:

- Gross Revenue Receipt based on the Gross Billing done by the centre
  - Less: GST
  - For clarification the annual charge is based on the Gross Revenue Receipt
- b) After completion of every month, the Knowledge Partner may raise an invoice at any time after the last day of relevant month for payment of the monthly charges agreed under this agreement and WBEIDC shall promptly pay all the invoices within seven days from the date of invoice.
- c) The Bidder is requested to quote the Percentage of Net revenue share per month as per the BOQ format. The value quoted in the above mentioned table should be less than or equal to 10 %.