

NEW TOWN KOLKATA DEVELOPMENT AUTHORITY

(A Statutory Authority Under Government of West Bengal)
Plot No. DG/13, Premises No. 04-3333, Action Area-ID,
New Town, Kolkata - 700 156

Memo No. 730 /NKDA-14019/3/2022-IT SEC(NKDA)-NKDA

Dated: 18/01/2023

NOTICE INVITING e-TENDER

Notice Inviting e-Tender No: 53 /EE(E)/NKDA/2022-23

Executive Engineer (Electrical), New Town Kolkata Development Authority invites tender from resourceful, reliable, bona-fide and experienced working in Govt. Departments having experience in the similar nature of Design, development and maintenance of website by modern technology and skilled manpower and are requested to submit their offer for the work detailed below.

(Submission of Bid through online)

Name of work	Estimated Amount (Rs.)	Earnest Money (Rs.)	Period of completion
Revamp of existing website of NKDA with cloud Hosting and 3 yrs maintenance for New Town Kolkata Development Authority	To be quoted	Rs.5,000/- (Rupees Five Thousand only) token amount	within months and

- 1. Intending bidders should download the tender documents from the website http://wbtenders.gov.in directly with the help of Digital Signature Certificate. All the bidder shall have to submit earnest money & necessary earnest money will be deposited by the bidder through the following payment mode as finance dept. order no-3975-F (Y) dated 28th July 2016
 - i) Net banking (any of the banks listed in the ICICI Bank payment gateway in case of payment through ICICI payment gateway).
 - ii) RTGS/NEFT through this authority account in any this authority. The EMD shall be deposited in favour of "New Town Kolkata Development Authority" payable at Kolkata.
 - 2. Both Technical bid and financial bid are to be uploaded concurrently duly digitally signed in the website https://wbtenders.gov.in. The acceptance of the lowest bid is not obligatory.
 - 3. Corrigendum, further notices and responses to queries if any will be published in the website https://wbtenders.gov.in at the appropriate section.
 - 4. Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 26 of this NIeT.
 - 5. In term of Finance Department, Audit Branch, Govt. of West Bengal's Notification no.4374-F(Y) dated 13th July, 2017, the bidder has to uploaded valid 15-digit Goods and service Taxpayer Identification Number (GSTN) under GST Act, 2017, along with his bid. The bidder should note that bid uploaded without GSTIN will be summarily rejected.

Page 1 of 17

Phone : 033-3505-0000 / 0001 / 0002 / 0004 and 18001037652

Website: www.nkdamar.org

6. Important Dates

Sl. No.	Particulars	Date & Time
1	Date of uploading of NieT & other Documents (online) (Publishing Date)	18/01/2023
2	Date, time and venue of pre-bid meeting	31/01/2023 at 12:30 PM Venue: 3rd Floor conference room of New Town Kolkata Development Authority, Administrative Building. Plot No - DG/13, Premises No - 04- 3333, Action Area - ID, New Town, Kolkata - 700156
3	Documents download start date (Online)	18/01/2023 at 6:45 pm
4	Documents download end date (Online)	07/02/2023 upto 12:00 pm
5	Bid submission start date (On line)	02/02/2023 at 10:00 am
6	Bid Submission closing date (On line)	07/02/2023 upto 12:00 pm
7	Bid opening date for Technical Proposals (Online)	09/02/2023 at 1:00 PM
8	Last Date of uploading list for Technically Qualified Bidder(online)	Will be intimated in due course
9	Date for opening of Financial Proposal (Online).	Will be intimated in due course

7. Security Deposit:

Retention money towards performance Security amounting to 1% (one percent) of the value of the work apart from the earnest money of the quoted amount shall be deducted from the running account bill of the tenderer as per prevailing order. No interest will be paid on the money retained for Security Deposit.

8. Tender Details:

Specifications for Revamping NKDA Website/Scope of Work

1) Job Description

a) What is NKDA in brief?

The New Town Kolkata Development Authority has been constituted under The New Town Kolkata Development Authority Act, 2007 (The West Bengal Act XXX of 2007) for rendering various civic services and amenities within New Town, Kolkata and it has come into effect since November, 2008.

b) What are the core expectations from the service provider?

i. Service provider would provide end-to-end managed services for development and maintenance of website. Along with its usual core skills, the service provider will be required to position NKDA's website with (i) responsive design (must support responsive web-design and multi-channel rendering of contents and applications on smartphones, tablets, desktops without duplication of code or logic.

- (ii) visually attractive and easy to navigate design
- (iii) SEO-based strategy
- (iv) Digital branding solutions (YouTube, Facebook, Twitter, etc.). Please note that these social media accounts will not be managed by the website service provider. However, the proposed website design should accommodate adequate space for embedding video (YouTube) and posts from the social media handles.
- ii. The website provides for/wishes to provide additional facilities to the visitors such as automatic acknowledgements for grievances and feedback submitted, personalization of the site, robust search engine including advanced search option. The service provider should provide an efficient search engine for locating its publications, circulars, reports and other content with ease.
- Conversion of data/publications into reader-friendly web documents including creation of flipbooks out of PDF files/publications.
- iv. The website should be compatible with all common web-browsers and Operating Systems on PC, Mobile and Tab platforms.
- v. All the existing material/content on the NKDA website is made available in the new Website.
- vi. In addition to the modules, pages and functionalities available in the current website of NKDA, the following new features have to be developed/modified:
 - Advanced search with drop-down filters
 - Create a comprehensive FAQ section. Keep the content simple and appropriate and searchable
 - Map-based contact page & important places using Google map integration.
 - Embedding videos and social media handles effectively to draw more audience
 - Make a 'sitemap' available to the visitor
 - Rephrase the tabs and other nomenclatures/terminology used in the website to appeal to the target audience.
 - Creation of new static & dynamic pages.
 - Administrative dashboard for changes, updating content, deletion, page creation.
 - Log trail of all changes with IP, timestamp and username etc. of the personnel details.
 - Provision of payment gateway integration.
- vii. The service provider should provide NKDA with system generated monthly, quarterly and other reports as and when asked by NKDA to check website traffic details including details of visitors, page viewed, increase in traffic, most searched etc. The solution should be complaint with W3C standards on "Web design and application".
- viii. The service provider should provide NKDA with a module/ programme that tracks every

- change/update made in the website by mapping the IP address, username etc. of the personnel effecting the changes.
- ix. The service provider should ensure that the site is safe for malware activity/ hacking/ defacing attempts. The onus of installing the latest software to achieve this goal will be on the agency during the entire term of engagement.
- x. Hosting of a website in a MeITY empaneled Cloud Service provider.
- xi. Maintenance & necessary updation of the website for the entire period of contract.

c) What audience does the site reach out to?

The New Town Kolkata Development Authority has been constituted under The New Town Kolkata Development Authority Act, 2007 (The West Bengal Act XXX of 2007) for rendering various civic services and amenities within New Town, Kolkata. News, notification, services etc.

d) What are the usual updating requirements on the NKDA website?

- I. The website may need to be updated every day with tenders, announcements, data dissemination and such other information. Sometimes it is updated even on holidays.
- II. In addition, there are statutory and other publications. In frequent updating of Photo, new publication, information.
- III. The site is also required to provide/host links of webcasts (social media) as and when required. Currently the site provides only a link to the webcasts, with streaming done from a separate server provided by a different service provider. YouTube and Facebook could also be set up for live streaming as and when required.
- IV. All website updates are time-bound and though attempts are made to give softcopies of voluminous data at least a week in advance, it may not be possible to give soft copy well in advance all the time.
- V. The hosting of information in all cases has to meet the prescribed deadlines. Maintaining strict confidentiality till the document is published and publishing them at the notified time are absolute prerequisites.
- VI. Application form with administrative dashboard viewing of applications.

2) Platform and Database

- a) The ownership of entire data hosted in NKDA's website, in all forms including text, data, graphics, animations, audio/video content, etc., rests only with NKDA. Similarly, the ownership of all source codes of software used for the purpose of hosting the contention NKDA's official website would rest with NKDA. NKDA reserves the right to change the service provider for maintenance with one-month notice period. Hence the source code along with other software/data required to migrate the entire website from the current service provider to another would have to be provided to NKDA whenever the same is asked for by NKDA.
- b) The website will be hosted MeITY empaneled Cloud servers for the entire period of contract.

- c) Material is sent in MS-word, MS-Excel (charts & tables), .pdf, etc. The display is in html/dynamic page, pdf and excel formats. Photographs are sent in JPEG or other formats. Videos are sent in MP4, AVI or WMV formats. Tables and accounting related data are maintained in MS-Excel format.
- F) The print option with formatted page is available for all formats.

3) Some Requisites

- a) The website must be available 24x7x365 with zero downtime tolerance. Security and integrity of the database and the website has to be maintained under all circumstances.
- b) Timeliness, uninterrupted service, volumes, quick response time and confidentiality are uncompromised requirements of the NKDA website. User friendliness is an equally important feature of the site.
- c) There is no scope for error in placing information on the website at the scheduled time, neither before nor after, and keeping it confidential till then NKDA considers error in this to be a reputation risk for itself and, therefore, unacceptable.
- d) The service provider is required to complete development of the new website by 2 months including revamping, redesigning, data migration current data to the new site, run a trial, patch VAPT anomalies, Security audit by CERT-In emplaned agency. The service provider should continue service of the old website for 2 months for verification of data & data migration.
- e) Enhancement of the features of the website should be a continuous exercise.
- f) Interactive modules/ portals to be added with provisioning for incorporation of modules with a special focus on present and future requirements
- g) The features/ modules developed in the current web site need to be maintained/ enhanced including the following:
 - i. WCAG 2.00 Level AA Compliant

4) Back-up and audit of website

- a) Back-up of the site with all content, script, software and other files is to be provided to NKDA on a yearly basis.
- b) The service provider will be responsible for installing anti-hacking/phishing related software.
- c) Each service provider should prove his ability to provide the following technical services/ meet the technical expectations in a clear manner in the same sequence as specified below:
 - Should have expertise in configuring, installing and maintaining licensed software (if any) required
 for proper hosting of website with latest anti-virus with all critical updates to be installed in the
 server.
 - ii. All software should be regularly patched/updated.
 - iii. The service provider should use SLA metric for back-up and maintenance.
 - iv. Service provider should have a governance structure in place to report to NKDA's team on daily,

- weekly and monthly basis and the solution should allow downloading of standard and custom reports on the monitoring status.
- v. Service provider should do 24X7X365 security monitoring of NKDA's website applications developed by them (coding point of view) to detect attacks and alert about suspicious events that may lead to breach of security.

5) Period of Assignment

The duration of the contract is as under:

Particulars	Duration	
Redesigning/ revamping, approval,	2 months	
testing, migration no new server & launch of new website		
Maintenance	3 yrs	

6) Eligibility Criteria/Who can apply?

- a) A company/ partnership firm/ proprietary firm which shall provide evidence that it is a current legal entity in India, with impeccable repute in managing equally large and data-oriented sites, with at least 5 years' experience in managing similar websites may apply.
- b) The bidding company/ partnership firm/ proprietary firm must warrant that no legal action has been taken or being undertaken against it for any cause in any legal jurisdiction. Declaration to be submitted,
- c) The bidding company/ partnership firm/ proprietary firm should have a development office in Kolkata along with personnel for content writing/editing, designing, coding and data base management team in house. Details of the manpower to be uploaded.
- d) A company/ partnership firm/ proprietary firm which shall provide evidence of design deployment of website of at least Rs 2,50,000/- of two nos in last 2 yrs from any Govt. organization. Copy of the work order and Completion certificate to be uploaded.
- e) A company/ partnership firm/ proprietary firm should have the minimum turnover of Rs 30 Laks in software developmental work in last 3 (three) financial year. Copy of the balance sheet to be uploaded last 3 (three) financial year.
- f) A company/ partnership firm/ proprietary firm upload bank solvency certificate.
- g) Selected service provider shall appoint a single point of contact with whom NKDA will interact and should be subject matter/domain experts to interact with the technical team in NKDA.
- h) Joint Ventures/MOU will not be allowed as credential.
- i) Work Schedule Breakup:

Particulars	
Issue of work order	
Signing of agreement	
Submission of Software Requirement Specification (SRS)	

Development of new website	
Presentation of management and feedback on the New website	
Modification based on feedback and presentation of website by agency	
Approval of newly designed website by NKDA	
Migration of data and back up to the new server	
Trail run & testing	
VAPT and patching	
Website launch	
Maintenance & updation till the contract period	

The total time for full project implementation will be 2 months from the date of signing of the contract. NKDA expects the service provider to submit a clear road map for achieving this target.

9. Pre-bid queries

All pre-Bid queries will be responded through email sm@nkda.in. All clarification/ queries are to be submitted as per format in Annexure IV.

10. Period of bid validity

The Bids shall be valid for a period of six months from the closing date for submission of the bid.

11. Evaluation

NKDA will evaluate the bids following the process in Technical evaluation. Financial bids will be opened with technically qualified bidders.

12. Terms of Payment

Following would be the payment schedule for each Phase:

Milestone	Payment details	Deliv	verables
On Go-Live live deployment with handing	70% of quoted value of Design	1.	Signed SRS
over all requisite deliverables	& Development	2.	High level design
			diagram
		3.	Source Code with
			database
		4.	Source Code & database
			documentation
		5.	Credential of cloud
			server, website users,
			database.
		6.	SSL Certificate.
		7.	Testing report
		8.	Security Audit Report
		9.	Training manual
After 3 months of Go-Live	30% of quoted value of Design	1.	Website Uptime report.
	& Development	2.	Performance report.
		3.	Work undertaken during
			that period counter signed
			by NKDA officials.
AMC end of 1st Year	30% of quoted value of AMC	1.	Updated source code &

		2.	database with documentation. Work undertaken during that period counter signed by NKDA officials.
AMC end of 2 nd Year	30% of quoted value of AMC	do	
AMC end of 3 rd Year	40% of quoted value of AMC	do	

Since the ownership of the source code used for customizing and hosting on NKDA's website rests with NKDA, the source code must be handed over to NKDA immediately after completion of development and porting of the data. Whenever, there is any modification/ addition in the source code during warranty/ AMC period, the modified/ changed source code must be handed over immediately to NKDA. The ownership of source code and related Intellectual Property Right (IPR) with reference to NKDA's corporate website will lie with NKDA only.

13. Signing of Contract

The tenderers are bound by the terms & conditions of WBF 2911(ii) along NIeT, terms & condition, Information to Bidders, Schedule of works etc, which forms a part and parcel of this contract.

14. Penalties

- a) The service provider will provide the website designing and other services as per the service level specified in NIeT. In case these service level scan not be achieved or the inability of the proposed services (entire IT Infrastructure provided by the service provider for example hardware, software etc.) to meet the scope of work as defined in the NIeT document, delay in implementation and roll out or deliver the required functionality at service levels defined in this NIeT at the specified volumes shall result in a breach of contract and invoke the penalty clause.
- b) In case of delay in Design, development and go-live of the website within 2 (two) months of the issue of work order, then a sum equivalent to 1% (one percent) of the total contract value shall be deducted from the payment for each calendar week of delay or part thereof.
- c) In case of maintenance support for the contents of the Website, a penalty of Rs 5000 (Five thousand) per day will be levied if the support is not provided within 24 hours of the call being logged.

15. Right of NKDA to accept or reject the bid

- a) NKDA reserves the right to accept/reject any or all offers submitted in response to this without assigning any reason whatsoever.
- b) NKDA reserves the right to short-list the service provider based on the requirement of this authority and may call service providers for a presentation or otherwise before an evaluation committee, at service provider's Page 8 of 17

cost.

c) NKDA shall be entitled to terminate the agreement with the service provider at any time giving 30 days prior written notice to the service provider if the service provider breaches its obligations under the NIeT or the subsequent agreement and if the breach is not cured within 15 days from the date of notice by NKDA.

16. Effect of Termination

The service provider agrees that it shall not be relieved of its obligations under the reverse transition mechanism not with standing the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed/ rendered by the service provider to NKDA or its designee to ensure smooth hand over and transitioning of NKDA's deliverables and maintenance. The reverse transition will be for the period of 1 month post the notice period.

- a) Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- b) In case the NKDA wants to continue with the service provider's services after the completion of this contract then the service provider shall offer the same or better terms to this authority. Unless mutually agreed, the rates shall remain firm.
- c) This authority shall make such prorated payment for services rendered by the service provider and accepted by NKDA at the sole discretion of NKDA in the event of termination, provided that the service provider is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the service provider.
- d) Termination shall not absolve the liability of NKDA to make payments of undisputed amounts to the service provider for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming in to force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

17. Liability of the selected service provider

- a. NKDA shall hold the selected service provider fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the contract.
- b. Selected service provider shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected service provider and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the NKDA

under the contract to be issued for this tender. Such liability of the Selected service provider will be restricted to the actual amount of the contract.

- c. However, the selected service provider would be given an opportunity to be heard by NKDA prior to making of a decision in respect of such loss or damage.
- d. "Not withstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to loss of income or profits."

18. Pricing

It is absolutely essential for the service provider to quote the lowest price at the time of making the offer in its own interest. In the event of NKDA not satisfied with the Price Discovery in this process, this authority reserves the right to initiate the tendering process again through Limited or Open tender.

19. Information Ownership

All information processed, stored, or transmitted by service provider be longs to NKDA. The service provider understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

20. Publicity

Any publicity by the service provider in which the name of NKDA is to be used should be done only with the explicit written permission of NKDA.

21. Privacy & Security Safeguards

The service provider shall not publish or disclose in any manner, without NKDA's prior written consent, the details of any security safeguards designed, developed, or implemented by the service provider under this contract or existing at any this authority. The service provider shall develop procedures plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all NKDA data and sensitive application software. The service provider shall also ensure that all subcontract or who are involved in providing such security safe guards or part of it shall not publish or disclose in any manner, without NKDA's prior written consent, the details of any security safeguards designed, developed, or implemented by the service provider under this contract.

22. Non-Disclosure Information

The selected service provider shall not, without NKDA's prior written consent, disclose any specification, Software Requirement Specification (SRS), drawing, design sample, or information furnished by or on behalf of NKDA in connection therewith, to any person other than a person employed by the service provider in the performance of the work assigned to them. The selected service provider shall be required to sign a Non-Disclosure Agreement/Confidentiality Undertaking with NKDA as per the prescribed format provided in

Annexure-III.

- 23. Prospective applicants are advised to note carefully the eligibility criteria before tendering the bids.
- 24. Conditional / Incomplete tender will not be accepted under any circumstances.
- 25. The intending tenderers are required to quote the rate online.
- 26. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
- 27. If any discrepancy arises between two similar clauses on different notification, the clause superseding others will be solely as per the discretion of the Tender inviting authority.
- 28. In case of any inadvertent typographical mistake in the specific price schedule of rates, the same will be treated to be so corrected as to confirm with the prevailing relevant schedule of rates and/or technically sanctioned estimate.
- 29. NKDA will not be held responsible for making payment against any anticipated profit and/or compensation for any losses or price escalation whatsoever for the works as stated in the annexure of this NeIT. Rates should be quoted accordingly.
- 30. Arbitration clause of WBF 2911(ii) stands deleted, Settlement of disputes & arbitration shall be according to the 'Memorandum' for the modifications of clause relating to settlement of disputes under conditions of contract vide no. 8182-F(Y) dated: Kolkata, the 26th September, 2012 of Secretary to the Govt. of West Bengal, Finance Department, Audit Branch.
- 31. Before issuance of WORK ORDER, the Tender Inviting Authority may verify the credential and other documents of the lowest tenderer in original, if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances and his/their offer will be treated as cancelled.
- 32. Any Corrigendum, notification in connection to this NIeT will be published in the official website of New Town Kolkata Development Authority (www.nkdamar.org) as well as https://wbtenders.gov.in. The applicants are requested to please follow the websites for such notifications, corrigendum etc.

Executive Engineer (E)

New Town Kolkata Development Authority

Memo No. 730/1(5)/ NKDA-14019/3/2022-IT SEC(NKDA)-NKDA

Copy forwarded to kind information of

- 1. The Finance Officer, New Town Kolkata Development Authority.
- 2. PA to Hon'ble Chairman, New Town Kolkata Development Authority
- 3. PA to Chief Executive Officer, New Town Kolkata Development Authority
- 4. Notice Board, New Town Kolkata Development Authority for displaying
- 5. Official website on New Town Kolkata Development Authority (NKDA)(http://www.nkdamar.org)

Executive Engineer (E)

New Town Kolkata Development Authority

Page 11 of 17

Dated: 18/01/2023

Document to be uploaded in Technical Bid (Online)

(No financials to be mentioned in this)

1.	Basic:	
	a) Firm's Name	
	b) Date of Incorporation	
	c) Corporate Office Address	
	Contact Person	
	• Phone No.(landline/Mobile)	
	• Fax No.	
	Email address	
	Profile	
2.	Turnover:	
	Turnover for last 3years (In crores)	(Total turnover of
	Turnover of the firm	Minimum Rs.1.00 crore each for the
	Turnover of the website services	last three years -2018-19;19-20;20-
		21)
	Balance Sheet	Attach Audited BalanceSheetforlast3years-2018-19;19-20;20-21
	Technical Person Details:	
	Please provide details relevant only to	URL
	website service undertaken	
	a) No of Technical Staff	
	b) Content writing/editing, designing,	Details to be furnished
	coding and data base management team in	
3.	house	
	No of personnel for designing	•
	No of personnel for digital media	

4.	Project implementation experience	Work order with completion certificate
	in designing and maintenance in Govt.	
	Department	
4.1	Technical Proposal	 Understanding of the current website of NKDA Proposed website technology stack Timesheet Project Team Maintenance Proposal SLA planning
	GST Certificate	
	PAN Card	
4.2	Trade License showing office in Kolkata	
	Bank Solvency Certificate	
	Confidentiality Undertaking	
	24x7 availability for designing, Maintaining and uploading	Yes No
	Will place one personnel of your firm in NKDA office for website related works	Yes No
	during	
4.3	The period of the contract	
	Will maintain turnaround time of	Yes No
	maximum 4hours	100
	Will carry out design modifications Of all pages as and when required till the closure of contract	Yes No

Letter of Authorization to Bid

included by the Service provider in its bid.

Ref No: Date://2023 Executive Engineer (E)
New Town Kolkata Development Authority, Administrative Building. Plot No - DG/13, Premises No - 04-3333, Action Area - ID, New Town, Kolkata - 700156
Dear Sir,
Subject: Authorization Letter for submitting bid documents
REF: NIeT Ref No
This has reference to your above NIeT for procuring the Solution for a period of 3 years. Mr/Mrs/Miss_is hereby
authorized to submit the bid documents, in sealed format to participate in tender and to sign the contract on behalf
of our organization for all the systems/ goods required by this authority as called for vide this authority's Notice
Inviting e-Tender vide NIeTon behalf of our organization.
Weconfirmthatallthepricesquotedintenderbyhimshallbebindingonus.He/Sheis also authorized to take decisions on
behalf of the company till NIeT process is completed. Certified Xerox copy of Power of Attorney (P/A) of the
person authorizing such person is duly submitted.
We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered
against this NIeT.
The specimen signature is attested below:
Specimen Signature of Representative
Signature of Authorizing Authority
Name of Authorizing Authority (Certified Xerox copy of P/A of authorised
Signatory/authority is to be submitted)
Note: This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted
and should be signed by a person competent and having the power of attorney to bind the principal. It should be

Confidentiality Undertaking

Ref No:	Date://2023

The Executive Engineer (E)

New Town Kolkata Development Authority, Administrative Building. Plot No - DG/13, Premises No - 04-3333, Action Area - ID, New Town, Kolkata – 700156

Dear Sir,

We acknowledge that during the course of bidding for Notice Inviting Tender for designing, and maintaining the website, we shall have access to and be entrusted with the Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to NKDA and its business that is provided to us pursuant to this Undertaking.

In consideration of you providing opportunity to us to bid, and for this purpose making Confidential Information available to us, we agree to the terms set out below:

- 1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality.
- 2. We shall use the Confidential Information solely for the preparation of our response to the NIeT and not for any other purpose.
- 3. We shall not disclose any Confidential Information to any other person or firm, other than the following: -
- With your prior written consent, such consent not to be unreasonably withheld;
- To the extent that such disclosure is required by law;
- To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and
- To our professional advisors for the purposes of seeking advice. Such professional

Page 15 of 17

advisors will be informed of the need to keep the information confidential.

4. We shall not disclose or divulge any of the Confidential Information to any other client of ___(name of service provider / implementation partner)

5. This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein.

6. This Undertaking shall be governed by and construed in accordance with Indian Law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

Yours Sincerely

Signature and Stamp of Company Authorised Signatory Designation:

Date:

Pre-Bid Queries Form

Clarifications required:

(Clarification/ queries to be submitted in word document in the following format)

Sl. No.	Clause No. and Page No	Text as per NIeT	Clarifications and Amendments sought
-			