

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING e-TENDER

Online Tender documents are invited for Implementation of a Workflow based Enterprise level portal in Panchayat & Rural Development Department, GoWB

Reputed IT organization with proven track record of providing be-spoke solution to Government bodies having highly skilled developers in their payroll who are actively involved in various stages of “**Software Development Life Cycle**”. Bidder must have adequate human resources on their roll for providing requisite service within the stipulated time.

1.	Tender No. & Date	WTL/PRD/ESW/23-24/064 dated 30.01.2024
2.	Tender Version No.	(1 st Call)
3.	Brief description of Job	Implementation of a Workflow based Enterprise level portal in Panchayat & Rural Development Department, GoWB.
4.	Tender Fee	Rs. 4000.00 (Rupees Four thousand only). The amount to be transferred online through e-tender portal.
5.	Earnest Money Deposit	Rs. 100000.00 (Rupees One lakh only). The amount to be transferred online through e-tender portal.
6.	Date of Downloading of Tender document	30.01.2024
7.	Pre-Bid Meeting date & time	06.02.2024 at 12.00 Hrs. (On-Line Meeting) <ul style="list-style-type: none">• Pre-Bid meeting will be organizing online platform only. Only queries as per format (Section - J) reaching WTL by 05.02.2024 at 15.00 Hrs. will be taken for decision. Interest bidders are requested to send mail to purchase@wtl.co.in for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time, then will inform.• Queries will be sent to Purchase Deptt. (purchase@wtl.co.in).
8.	Bid Submission Start date & time	12.02.2024 at 13.00 Hrs.
9.	Last date & time of EMD & Tender Fee submission intimation	Before Uploading of Tender.
10.	Last date & time of Bid Submission	19.02.2024 at 12.00 Hrs.
11.	Date & time of Technical Bid Opening	21.02.2024 at 12.00 Hrs.
12.	WTL Address	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13.	Contact person	Contact no. 23673403-06

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1. Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Tender fee may be remitted electronically through e-tender portal in favour of “Webel Technology Limited” and also to be documented through e-filing. Necessary Earnest Money Deposit (EMD) may be remitted electronically through e-tender portal in favour of “Webel Technology Limited” and also to be documented through e-filing.
2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – C of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the ‘Tender Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
5. All clarifications/ corrigenda will be published only on the WTL / <https://www.wbtenders.gov.in> website.

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CONTENTS OF THE TENDER DOCUMENT

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SECTION – A

SCOPE UNDERSTANDING & RESPONSIBILITY

PROJECT OVERVIEW

Design & Development of a Project Cost Estimation Software which would facilitate Processes of construction/Repair of Rural Roads.

Scope of Work

Functional Scope

The scope of work is development of a Project Cost Estimation Software Application which would facilitate existing processes of Planning and Estimation of Construction / Upgrade / Repair of Rural Roads.

Estimation Process

Pre-Estimate

Pre-estimation will have

Identification of the Project for a Gram Panchayat Level Road Construction or Repair work

Name of Work,

District,

Block,

Gram Panchayat,

Package ID (if any)

Capturing Details of Existing (Road) Profile

Length of the Road

Width of existing carriageway

Existing Formation Width

Existing Roadway Width

Option to be provided to upload images of the existing road

Capturing Details of Proposed Road –

Length of Proposed Road

Length of BT Road

Length of CC Road

Width of Proposed Carriageway

Proposed Formation width

Proposed Roadway Width

Subgrade CBR% in case of new Construction / Upgradation (CBR test report approved by competent authority to be uploaded)

Equivalent Single Axle Load (ESAL) Value

Chainage details

Measurements (Area / Volume) as applicable for Pavement, Grubbing etc.

Estimation

Cost Estimation for Construction or repairing of Roads will consist of the following cost components:

Raw Material

Labour

Plant and Machinery

Estimation Steps

Basic Rate inputs are obtained from Schedules of WBSRDA / PWD

Identification of District and Zone [North Bengal / South Bengal], and whether Hills, Riverine effect will apply or Island areas.

If the Road is being constructed is for Hill Area Price Schedules to be picked up from preloaded price schedule for Hills.

For Island areas, enhanced rates of items to be used. Actual carriage cost of all material including loading and unloading as and where applicable needs to be taken into account.

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Cost of Stone, Bitumen, Emulsion, Cement, Hume Pipe, Moorum etc. aggregates – Identification of site, distance from the site in Kilometre to be considered for shortest possible route from Source site to Work site.

Consolidation of all costs and analysis to be done to arrive at the lowest possible Cost for Material, Labour and Machinery

Work out estimates for:

- Pavement Work
- CD Work
- Protection Work
- Side Drains
- Road Safety Work
- Maintenance for 5 years
- Clearing and Grubbing work
- Dismantling / Box Cutting

Features Required to be Provided in Estimation Software

Districts, Zones, Block, Gram Panchayat Names should be available as Master Data, and to be provided as Drop Down List on Input Screens

System should be made available with activity and sub-activity options (Chainage). Each sub-activity depending of the present condition (pre-construct condition) can be plotted with actual area (volume) of work. Inputs like actual plotted height, width, breadth will be provided. Basic checks like road condition and proposed load bearing capacity of the road needs to be validated against base data. OGL (Original Ground Level) plotting in the system will be made available also, system should support csv file upload.

All scheduled items (PWD / WBSRDA) rates should be available as Master Data / Templates.

Query Items (e.g. Stone Chips, Cement, and Bitumen) Rates should be available from different sources as Master Data / Templates.

Distance from Source Site to Work Site to be calculated by the system from available Master Data or with minimum user input.

Based on Length, Width and Height, estimation of Material requirements to be done by the System using Master data available.

For Pavement Work, Clearing and Grubbing work etc., the system should calculate estimated cost using Schedules, and Area / Volume inputs provided.

Against defined BOQ the chainages will be calculated. Entire BOQ will be calculated on the basis of cumulative value of each chainage.

Wherever possible Master Data templates to be used, instead of User Inputs.

Every Road Construction to be considered as a Project in the Software, divided into Activity and Sub-Activity. This division can be decided by the authority, and can be based on Chainage, or different stages of Road Construction, like Grubbing work, Pavement work etc. An Activity can also be defined as a Project Milestone.

Each of these Project Activities or Sub Activities would be linked to required BOQ's and BOM's (Material, Labour, Plant and Machinery) respectively.

Price List related to the BOM, BOQ or individual items would be tagged for Project Estimation. If similar Projects are getting executed at different locations, it would be possible to tag different price list for different projects.

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Estimated Cost for the Project or Activity would be displayed on the System. The estimator would also have an option to print. He/she may also forward the Estimation to the approving authority through inbuilt workflow management system.

Predefined processes are followed by the authority for issuance of work order, necessary agreements with selected contractor. This need not be captured within the system. Only selected vendor name to be entered for Project and Vendor Invoice monitoring.

Monitoring and confirming activity completion should be available on the system. On completion of all defined activity, the project will be defined as "Closed" on the System.

The system should be able generate sectional views of the Original ground level to Final road level in a browser friendly image format.

Data Migration

There will be no scope for transaction data migration. The master data and different rate charts needs to be ported in the proposed system. Different SORs like PWD, CPWD, KMDA etc. needs to be uploaded in the system with pre-defined grouping as desired by dept.

Training

Train-the-trainer approach to be used for the training. A core team (Trainers) at the P&RDD Head Quarter to be formed by the Department. Project team will train these trainers, who in turn will train other users at different levels across the locations.

Project team will provide instructor-led classroom training to P&RDD core team and on the Process, functionality, Reports etc. As applicable, each course will have a good mix of theory and hands-on exercises.

Deliverables

Training Plan: Detailed training plans providing
Rounds /Batches of Training to be conducted
The user groups to be trained in each round
Training curriculum
Course
Resource requirement
Training Timeline

Training Courseware:
Audio-Visual training material
Training Database
A training environment for practice

Post Go-Live Support

- 2 weeks' of Stabilization Period Support. Post this period the Annual Maintenance and Support will kick off.
- 12 months of System maintenance and support providing Defect fix and System Maintenance services
- Comply fully with the guidelines issued from time to time by Government, which does not result in any major change.
- Small changes in application which individually require not more than 5 person days' effort.
- Application support will have to be provided in online & offline mode and from Kolkata office of the successful bidder.
- Support Hours will be Office Hours of P&RDD. However outside office hours' support will be provided for addressing critical issues that need immediate attention.

Hosting

The proposed solution should be hosted in a secured cloud environment for first 4 months post go-live and then moved to WBSDC. An easily scalable MeitY Approved cloud Infrastructure needs to be provided for the first 4 months.

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Once WBSDC environment is made available the software needs to be set up in a staging environment for security audit. All observations of the security audit needs to be closed till an audit clearance certificate is received from the auditor. Post clearance the production environment with data to be migrated to WBSDC

BROAD RACI MATRIX

	P&RD,GOWB	Selected Bidder
Requirement Gathering	RC	RA
System Analysis & Design	CI	RA
Database Design	I	RA
Deployment Architecture	CI	RA
GUI	CI	RA
Module Development	CI	RA
Module Testing	I	RA
Integration Testing	I	RA
UAT	RA	CI
Training	CI	RA
Go-Live	RCI	RA

R	A	C	I
Responsible	Accountable	Consulted	Informed

Design & Development:

- ✓ Architecture design and Database design should be done in consultation with P&RD,GOWB and should be done after studying requirement analysis undertaken by bidder in consultation of P&RD,GOWB in order to support to incorporate legacy data.
- ✓ Front end designs to be demonstrated before finalized in consultation with P&RD,GOWB prior to the development activity.
- ✓ Software solution should be developed in consultation of P&RD,GoWB & WTL.
- ✓ The proposed application to be of Scalable, modular design to readily incorporate additional enhancements in the future.
- ✓ Software solution should be customizable and configurable
- ✓ Software solution should be developed with no hardcoded data. Parameterised approach should be followed.
- ✓ Application should be highly performed and scalable.
- ✓ Each and every module should be independent, decoupled and scalable.

Process Level:

- ❖ Step-by-step control management system at different level should be implemented. Process details of control management will be provided. This will be applicable to all modules.
- ❖ The solution should be capable to validate historical payment details.
- ❖ Partial storing of data at different levels during the survey process should be implemented. This will be applicable to all modules
- ❖ Offline storing and online syncing for mobile/portable device should be implemented.
- ❖ Application should be facilitating verification process with Geo-location data.
- ❖ There should be an audit and logging facility, which will log all user activities and audit trails.

User Management:

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- User Admin level should be independently configurable in maker-checker methodology.
- Proposed application must be stable with around 1000 concurrent user.(response time in millisecond)
- Application should be configurable for future type of user groups to be accessed by the authorized admin.
- All the master data should be configured and customized using Admin login.
- All modification facility should be implemented for super admin.
- The application shall be accessible to various stakeholders based on their roles and privileges to take informed decisions.
- The user interface should be easy to use & navigate and to be fully customizable to meet end users requirement.
- The application should be able to generate standard reports (template to be provided), documents and MIS/Reports based on various parameters that aids in effective operation as well as decision making. The application to be designed to add new standard letters on an on-going basis.

Features:

- Application should be facilitated for different abled persons into integrated software.
- The application must be able to send auto emails, sms, notifications, and alerts for reminder and other event in customised mode.

Interfacing with other system :

- System should be capable to integrate with any third party application through open API.
- Payment gateway (if at all needed), SMS gateway integration with Application should be parameterized and neutral. (The Gateways will be provided by P&RD,GOWB)

Security & Compliance:

- System should maintain web browser compliance standard.
- The software solution should strictly comply LGD (Local Government Directory) standard and codification.
- The entire system/suite should be hardened from security aspect as the same will be exposed to internet/intranet. Exhaustive testing should be done by the bidder in stage & production server and should provide declaration and undertaking that the system is safe from all kind of network threats. All co-operation should be rendered for clearance of the Cyber Security Audit as per CERT-IN guidelines carried out through CERT-IN empaneled vendor of the final software solution, keeping it at stage server of the proposed hosting infrastructure/environment. Audit clearance certificate from CERT-IN empaneled agency to be complied so that Panchayat & Rural Development Department, GoWB gets the "safe to host" certificate before go-live of the software solution at WBSDC
- The software solution from the selected bidder in due course will be hosted at West Bengal State Data Center (WBSDC).
- The selected bidder shall provide Support for User Acceptance Testing
- The solution should have 12 months warranty from the date of installation of the application in the live environment post UAT and the selected bidder should ensure the trouble free operation of the application during the contract period.
- Bidder shall provide installation setup for dev, Test, UAT, Stage instances. Configuration for each of such instances should be specified.
- The Selected bidder shall hand over the entire source code, database schema with configured master data and imported and validated legacy data, configuration document, manual, audit clearance certificate and other deployable required to run the software solution without any glitch after successful trial-Run of the application in Production and DR set-up. Bidder shall complete installation & commissioning (with successful trial-run) of Software as per Scope of Work before handing over the system to P&RD,GOWB
- The bidder shall be required to independently arrive at the methodology, based on globally acceptable standards and best practices, suitable for P&RD,GOWB
- The existing data of P&RD,GOWB is to be migrated to the new system. The selected bidder will port existing data to the new system. Legacy data migration to be done

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maintaining LGD (Local Government Directory) compliance. Selected bidder will be responsible for hundred percent verification, validation and certification of the migrated legacy data. Period of legacy data, volume of data and schema will be provided by P&RD, GOWB. In case of need, need base data capture window will be opened.

- Data maintenance conformity should be done for live as well historical data.

Other Details

Some of the general approx. information for bidder reference is as follows: -

1. Provision for around 3000 users overall in the next 5 yrs to be provided.
2. The number of increase in Entities = Min 10 % per year and Max 25% per Year.

Deliverables

- ✓ Handover of Architecture design, database design and database schema after finalization would happen first and time to time its updation.
- ✓ Database with configured master data and imported legacy data to be handed over to P&RD,GOWB as per standard database format(s).
- ✓ Software Requirement Specification (**SRS**) document (one hard copy and one soft copy on USB device).
- ✓ Functional requirement specification (one hard copy and one soft copy on USB device).
- ✓ Fully functional source code to be handed over after successful completion of UAT and prior to implementation in Production environment. The selected bidder shall provide all the clarification, knowledge transfer in understanding the source code and database to P&RD,GOWB after successful completion of UAT and prior to implementation in Production environment
- ✓ All server access details. Configuration Management Documentation.
- ✓ Complete and well-defined documentation for the software including end user usage documentation and manuals.
- ✓ End user training at P&RD, GOWB, Head Office, Kolkata and district level including System Administration Training.
- ✓ Provide necessary Knowledge Transfer (KT) along with full documentation to P&RD, GOWB Technical team.
- ✓ Implementation and other different log details (Application log, Database log etc.)
- ✓ All applicable product licenses.

Schedule

Sl. No.	Activity	Timeline *
1	Date of issuance of LOA to the bidder	T
2	Demonstration of the existing solution, Study of customization requirement and Submission of SRS	T + 15 days
3	Freezing / Approval of SRS	T + 25 days
4	Installation & Demonstration of Beta Version including migration of legacy data , if any	T + 60 days
5	User Acceptance Testing	T + 75 days
6	Signoff / Installation of Final Version / Go Live	S = T + 90 days
7	Warranty ,Operations & Maintenance	WC = S + 12 months

* From the date of awarding the LOA to the Bidder

* The Selected Bidder has to provide all the deliverables strictly as per the schedule. P&RD ,GoWB will grant approvals to all the deliverables through the Project Implementation Committee (PIC) constituted for this project. The time consumed in granting approvals or any delay from the client side, is excluded from above and the Selected Bidder will not be accountable for the same.

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SECTION – B

ELIGIBILITY CRITERIA

Sl. No.	Eligibility Criteria	Compliance (Yes / No)	Documents Attached at Page No of Technical Bid
1	The Bidder should be a registered company in India for over 10 years. Partnership firm/Proprietorship firm will not be considered A copy of certificate of incorporation to be enclosed.		
2	The Bidder should have minimum 5 years of experience in Government / PSU sector/ Govt. Statutory bodies providing Software Design, Development, Implementation and Technical support services. A copy of work orders to be enclosed.		
3	The Bidder should have Income Tax PAN and GST registration in its name. A copy of PAN card and GST Registration to be enclosed.		
4	The Bidder should have an average annual turnover of INR 2.5 Crores or above during the completed financial years(20-21,21-22,22-23) from IT / ITeS Services of Software Development, Rollout and implementation Support Services. A copy of audited Balance Sheet and provisional Balance Sheet for the last three financial Years to be enclosed.		
5	The Bidder should have a successful implementation with any of the State / Central PSUs or Departments/ Govt. Statutory bodies, covering any workflow based system. The following documents shall be enclosed: a. Copy of self-certified work order(s) to be enclosed b. Brief Project Write up		
6	The Bidder should have more than 20 Software Professionals on its roll. A undertaking by the authorized HR official on Bidder Organization's letter head to be enclosed.		
7	An authorization letter from the Bidder must be enclosed with the TENDER certifying that the person who signed the TENDER is an authorized person to sign on behalf of the Bidder. An undertaking on Bidder Organization's letter head along with a Board Resolution to be enclosed.		
8	The bidder shall not have been blacklisted by any State/Central Government / Govt. Statutory bodies or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). An undertaking on Bidder Organization's letter head to be enclosed.		
9	The bidder shall submit Bid Form (Section – E) duly signed by the authorised signatory of the company as per the format enclosed. Deviation in format may not be accepted. An undertaking on Bidder Organization's letter head to be enclosed.		
10	The bidder should have a development or representative support office at Kolkata. If not present at the time of bidding; then the office must be opened within 30 days. Failing which the Offer letter to successful bidder will be cancelled & EMD will be forfeited An undertaking on Bidder Organization's letter head by the Head of the Organization is to be submitted		
11	Bidder should possess ISO 9001:2015 quality certificate. Valid copy to be submitted		
12	Bidder shall submit NIT Declaration (Section - M) duly signed by the authorized signatory of the company as per the format. Deviation in format may not be accepted.		

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SECTION – C

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	30.01.2024
2	Documents download/sale start date (Online)	30.01.2024
3	Last Date and time of sending the queries (Offline)	05.02.2024 & 15.00 hrs.
4	Pre Bid Meeting (On Line)	06.02.2024 & 12.00 hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	12.02.2024 at 14.00 Hrs.
7	Last Date & time of submission of Earnest Money Deposit & submission of remittance details	Before Uploading of Tender
8	Last Date & time of submission of Tender Fee & submission of remittance details	Before Uploading of Tender
9	Bid Submission closing date & time (On line)	19.02.2024 & 12.00 hrs.
10	Bid opening date & time for Technical Proposals (On line)	21.02.2024 & 12.00 hrs.
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-

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SECTION – D

INSTRUCTIONS TO BIDDER

1. Definitions

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

“Acceptance Test Document” means a document, which defines procedures for testing the functioning of installed system. The document will be finalized with the bidder within 7 days of issuance of the Letter of Award.

“Bidder” means any firm offering the solution(s), service(s) and /or materials 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.

“Contract” is used synonymously with Agreement.

“Contract Price” means the price to be paid to the Bidder for providing the Solution, in accordance with the payment terms.

“Bidder” 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 Bid prices at artificial noncompetitive levels and to deprive Gov. of W. Bengal of the benefits of free and open competition.

“Good Industry Practice” shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.

“Government” / “Gov. of W. Bengal” means the Government of West Bengal.

“GoI” shall stand for the Government of India.

“GoWB” means Government of West Bengal

“Personnel” means persons hired by the Bidder as employees and assigned to the performance of the Infrastructure Solution or any part thereof.

“Similar Nature of Work” means implementation with any of the State / Central PSUs or Departments / SPSU in the country, related to work flow based web portal with cloud deployment.

“Project” means Implementation of an Enterprise level Application in Panchayat & Rural Development Department, GoWB

“Services” means the work to be performed by the Bidder pursuant to this Contract.

“Interest rate” means “364 days Government of India (GoI) Treasury Bills” rate.

“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 WTL to place the Purchase Order with the successful bidder.

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"Operator" means the company providing the services under Agreement.

"Requirements" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

"Termination Notice" means the written notice of termination of the Agreement issued by WTL.

"P&RD, GOWB" means Panchayat & Rural Development Department, GoWB

"WTL" means Webel Technology Limited a Govt. of W. Bengal undertaking.

2. PRE BID MEETING

Pre Bid Meeting will be held on 06.02.2024 at 12.00 hrs. (**On-Line Meeting**). Bidder can send their queries as per format (Section - Q) to Purchase Deptt. (purchase@wtl.co.in). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. Interest bidders are requested to send mail to (purchase@wtl.co.in) for participation of online pre-bid meeting Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.

3. COST OF BIDDING

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

4. 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 unless deviations are specifically stated in the seriatim by the bidder. 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.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, WTL reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. MODIFICATION AND WITHDRAWAL OF BIDS

As per the bidding process available in the tender. The bidder cannot modify or withdraw its bid after submission.

7. 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 & WTL will be in English language only. The correspondence by fax/E-mail must be subsequently confirmed by a duly signed formal copy.

8. BIDDER'S SOLUTION

The bidders are requested to study the Bill of Material supplied with this document carefully. While working out the solution the bidder has to work with the broad minimum specification provided in the tender documents, conforming to the model, make and Part number (wherever provided). While submitting the bid the bidder has to detail out all components needed to complete the system BOM. The bidder is required quote for each item retaining all major components/sub system detailed and specified. As the contractor will be responsible for smooth functioning of the system, availability of spares during the tenure of the warranty period have to be take care by the contractor to maintain the guaranteed uptime.

9. EARNEST MONEY DEPOSIT (EMD) / TENDER FEE

The bidder shall furnish Online Receipt against payment of Tender Fees and Earnest Money Deposit.

10. REFUND OF EMD

EMD will be refunded to the unsuccessful bidders without interest by following guidelines of circular 3975-F(Y) dated 28/07/2016 on final selection of Successful Bidders.

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11. FORFEITURE OF EMD

EMD 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 WTL 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 WTL regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD 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 Techno Commercial as Financial Bids are to be submitted in the format specified. 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 fulfill 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. CONTRACT EXECUTION

On receipt of the Letter of Award the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 3% of the total contract value within three weeks from the date of receipt of Letter of Award/Order. The PBG should be valid for six months more than the warranty period. All delivery of the material will have to be completed within 45 days from the date of acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within 75 days from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per BOM.

14. LIQUIDATED DAMAGE / PENALTY

The job includes the as mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the bidder for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (excluding all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party. The difference of cost incurred by WTL will be recovered from the bidder and PBG will be invoked.

15. LIABILITY

In case of a default on bidder's part or other liability, WTL shall be entitled to recover damages from the Contractor. In each such instance, regardless of the basis on which WTL 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 WTL for the individual product or Service that is the subject of the Claim. However, the contractor shall not be liable for

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- 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 Price made or expected to be made to the Contractor hereunder.

16. INTELLECTUAL PROPERTY RIGHTS, SOURCE CODES

If a third party claims that a product delivered by the Bidder to WTL infringes that party's patent or copyright, the Bidder shall defend WTL against that claim at Bidder'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 Bidder, provided that WTL.

- Promptly notifies Bidder in writing of the claim
- Allows Bidder to control and co-operate with Bidder in the defense and any related settlement negotiations.

Remedies: If such a claim is made or appears likely to be made, WTL would permit Bidder to enable WTL to continue to use the product, or to modify it, or replace it with one that is at least functionally equivalent. If Bidder determines that none of these alternatives is reasonably available, WTL agrees to return the product to Bidder on Bidder's written request. Bidder will then give WTL a credit equal to for a machine. WTL's net book value (provided WTL has followed generally accepted accounting principles for a generally available software product produced by Bidder (Program) the amount paid by WTL or 12 months charges (whichever is lesser) and for materials the amount paid by WTL for the materials. These will be Bidder's entire obligation regarding any claim of infringement.

Intellectual Property Rights for any software property and documents (including source codes, databases, documents, training manuals, course content etc.) developed for this project shall lie with the P&RD, GOWB. Subsequently, P&RD, GoWB has all the rights to modify, reproduce, rewrite, redeploy and redistribute this IP as Owner and the Vendor will not have any claim, whatsoever to this software property and documents.

If a third party claims that a product delivered by the Vendor to P&RD,GoWB infringes that party's patent or copyright, the Vendor shall defend P&RD,GoWB against that claim at the Vendor'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 Vendor, provided that P&RD,GOWB promptly notifies Vendor in writing of the claim and Allows Vendor to control, and cooperates with the Vendor in the defense and any related settlement negotiations.

The vendor will have to provide source code for all tested modules as well as the final approved application along with all documents required to maintain or handle the source code as per Software Engineering Management Practices. Handing over of the source code is essential at every stage of tagged with Payment Terms.

The vendor has to submit / update the version control document once the approved version is released.

17. SUSPENSION OF WORK

WTL shall have the power at any time and from time to time by notice to the Bidder to delay or suspend the progress of the work or any part of the work due to any other adequate reasons and on receipt of such notice the bidder shall forthwith suspend further progress of the work until further notice from WTL. The Bidder shall recommence work immediately after receiving a notice to do so from WTL. The whole or any part of the time lost for such delay or suspension shall, if WTL in its absolute discretion thinks fit, but not otherwise, be added to the time allowed for completion.

18. TERMS OF PAYMENT

Payment terms will be on back-to-back basis, i.e., payment will be made only on receipt of payment from relevant customer. Please also refer to clause no 55 under this section for the schedule of payment.

19. GOVERNING LAWS

The agreement/ contract shall be governed by the extant Act which is in force in India. Any / all dispute(s) arising out of the contract shall be dealt in accordance with provision of Arbitration and Conciliation Act (as amended upto date) and by sole arbitrator to be appointed by state Government in.MA & ME Department. The competent Court having the jurisdiction shall have jurisdiction in all matters arising out of this contract, if dispute is not settled by arbitration proceedings.

20. CORRUPT OR FRAUDULENT

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

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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.

21. BIDDING 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.

22. WORKMEN'S COMPENSATION

In every case in which by virtue of the provision of the workmen's compensation Act 1923 or any other relevant acts and rules, compensation to a workmen employed by the bidder, is payable, then this should be done by the Bidder. If WTL is obliged to make any compensation under the said rules and acts, then the amount shall be recovered without prejudice, from the bills and due of the Bidder. WTL shall not be bound to contest any claim made against the Bidder in respect of workmen's compensation.

23. BIDDER'S EMPLOYEES

The Bidder shall comply with the provision of all labour legislation including the requirement of the payment of Wage Act 1936 and the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract. The Bidder must ensure that he complies with PF, ESI regulation for all his deployed employees. The Bidder shall see that all authorized Sub Bidders under him similarly complied with the above requirement.

24. SAFETY MEASURES

The Bidder shall in the course of execution of the work take all necessary precaution for the protection of all persons and property. The Bidder shall take adequate measures to protect the work and prevent accident during the work. In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the bidder in taking proper precautionary measures the bidder shall be responsible for and must make good the loss the damage at his own cost to the satisfaction of the department and employees of the department shall be indemnified from all claims or liabilities arising there from or any expenses incurred on account thereof.

25. EQUIPMENT

All tools & tackles necessary for the work shall have to be procured by the bidder unless otherwise specified elsewhere in these tender documents. The equipment used by the bidder for a particular work must be appropriate for the type of work. The bidder shall maintain the equipment used on the work properly so that they are in good working condition. In no case shall the bidder use defective or imperfect equipment in the work. The bidder shall arrange to replace or repair all defective equipment so that the progress of the work is not hampered. No defective equipment should be left at the site of work and the department shall not be responsible for any loss or damage to any of these equipments during the course of the execution of the work.

26. SUB-CONTRACT

The purchaser (WTL) does not recognize the existence of Sub-Bidders. The Bidder's responsibility is not transferable. No consortium or joint venture bid will be allowed.

27. A. TERMINATION FOR DEFAULT

WTL may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the bidder, terminate the order in whole or in part. If the bidder materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by WTL in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WTL. If the project (delivery, commissioning as well as warranty maintenance support is not carried out according to specification due to deficiency in service as per terms of the contract. In such case WTL will invoke the amount held back from the bidder as PBG.

B. TERMINATIONS OF CONTRACT

WTL may terminate the contract in the following cases:

- i. The vendor is found to be involved in any fraudulent or corrupt practices

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- ii. In case, at any point of time during the validity period of the contract, the accumulated penalty value levied by WTL on the vendor exceeds 40% of the Total Contract Value, WTL shall have the right to terminate the contract. In such a case, The Performance Bank Guarantee may be invoked by WTL.
- iii. WTL may at any time terminate the Contract by giving written notice to the selected organization, if the selected organization becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the organization, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to WTL.
- iv. In case the Organization abandons the work or fails to execute the work due to the reasons attributable to the Organization and that was in no way contributed to by willful omission of the Customer or any event of force majeure, Customer has the right to cancel the contract by giving a 30 (thirty) days written notice to the selected organization. The Cancellation notice will be held valid only if it is preceded by a corresponding non-compliance notice issued at least 60 (sixty) days prior to the date of the Cancellation notice and if the non-compliance continued up to the date of the Cancellation notice. Any decision under this clause will be discussed by the Project Review Committee (PRC) before finalization.
- v. Found wanting at any time before go-live by WTL

28. BANKRUPTCY

If the bidder 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, WTL shall be at liberty to terminate the engagement forthwith without any notice in writing to the bidder or to the liquidator or receiver or to any person in whom the bidder 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 WTL.

29. FORCE MAJEURE

It is hereby defined as any cause, which is beyond the control of the Contractor or WTL 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 upto its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

No delay or nonperformance 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.

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- Give rise to any claim from damages or additional cost or expense occurred by the delay or nonperformance. If, and to the extent, that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

30. PERFORMANCE BANK GUARANTEE (PBG)

As a guarantee for timely delivery, installation and commissioning of equipment as well as performance of on-site warranty support, as mentioned in Bill of Material, from the date of final acceptance of systems and pertaining to proper running of the systems, the bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized bank as per format enclosed (Section – L). The PBG will be collected as per FD Order No. 2691-F(Y) dated 2nd May 2017.

31. NO WAIVER OF RIGHTS

Neither the inspection by WTL or any of their agents nor any order by WTL for payment of money or any payment for or acceptance of the whole or any part of the works by WTL, nor any extension of time, nor any possession taken by WTL shall operate as a waiver of any provision of the contract or of any power reserved to WTL, or any right to damages here in provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other subsequent breach.

32. 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.

33. PERIOD OF VALIDITY OF OFFER

For the purpose of placing the order, the proposals shall remain valid till 180 days. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, WTL may ask for extension of the period of validity and such a request shall be binding on Bidders. WTL's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

34. TAXES & DUTIES

- The prices shall be inclusive of all taxes & levies including GST and other statutory duties as applicable. Rate of taxes should be indicated separately in the Price Bid.
- Contract Price specified in Price Bid should be based on the taxes & duties and charges prevailing at the date one day prior to the last date of Bid submission.
- Statutory deduction, wherever applicable, shall be made from invoice as per government rules. Necessary certificate will be issued for such deductions.
- Bidder submitting a bid shall produce valid statutory documents / certificates with respect to GST, Income Tax, ROC, Prof. Tax, Trade License, etc. All such documents / certificates shall remain valid on the last date of tender submission.
- In case of inter-state transaction, WTL will provide "Waybill". However, statutory charges, if any will be borne by the bidder.
- GST component of the invoice of the bidder may be kept on hold in case there is any mismatch / irregularity in GST return filing on the part of the bidder.

35. DISCREPANCIES IN BID

- Discrepancy between description in words and figures, the rate which corresponds to the words quoted by the bidder shall be taken as correct.
- Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate then the unit rate shall be regarded as firm.
- Discrepancy in totaling or carry forward in the amount quoted by the bidder shall be corrected.

36. BID DUE DATE

The online tender has to be submitted not later than the due date and time specified in the Important Dates Sheet. WTL may at its discretion on giving reasonable notice by fax, or any other written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of the WTL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

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37. OPENING OF BID BY WTL

Bids shall be opened and downloaded electronically through operation of the process in the e-Tender portal in presence of Tender Committee. Bidders interested to remain present during electronic bid opening may attend the bid opening session at WTL premises at scheduled date & time.

38. CONTACTING WTL

Bidder shall not approach WTL officers beyond office hours and/or outside WTL office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence WTL 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 WTL, it should be in writing following the procedure mentioned hereinabove.

39. WTL'S RIGHT TO REJECT ANY OR ALL BIDS

WTL 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 any liability and without giving any reason thereof for the same to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

40. BID CURRENCIES

Prices shall be quoted in Indian Rupees, inclusive of all prevailing taxes, levies, duties, cess etc.

41. PRICE

- Price should be quoted in the Price Bid format only. No deviation in any form in the Price Bid sheet is acceptable.
- Price quoted should be firm, inclusive of packing, forwarding, insurance and freight charges.
- Percentage/specified amount of taxes & duties should be clearly mentioned otherwise WTL reserves the right to reject such vague offer.
- Price to be quoted inclusive of supply, installation & commissioning charges.

42. 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 Bidders.

43. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

44. FORMATS AND 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 initialed 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 & initialed with date by the authorized signatory after striking out the original words/figures completely.

45. 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 bidders for any additional item(s) of work not mentioned herein, if so required.

46. 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.

47. SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK

WTL reserve the right to split up and distribute the work among the successful bidders and to curtail any item of work in the schedule partly or fully.

48. PREPARATION OF TENDER

Tender shall be submitted in accordance with the following instructions:

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- a) Tenders shall be submitted in the prescribed forms. Digital signatures shall be used. 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 initialed 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 uploaded as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders.
- 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.

49. ERASURES OR 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. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Customer may treat offers not adhering to these guidelines as unacceptable. The Customer may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and the Tender Committee reserves the right for such waivers.

50. COMPLIANCE WITH LAW

The bidder 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 bidder 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 labor legislation.

51. 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.

52. 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 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 WTL 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.
- c) No Technical/Commercial clarification will be entertained after opening of the tender.
- d) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ion is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- e) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WTL reserve the right to increase or decrease the quantity specified in the tender.
- f) WTL 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.
- g) WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- h) No dispute by the bidders in regard to Technical/Commercial points will be entertained by WTL and decision taken by the Tender Committee will be final.
- i) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- j) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.

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- k) The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender 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.
- l) The customer/WTL at its discretion may extend the deadline for the submission of Bids.
- m) The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

53. PAYMENT SCHEDULE

Release of payment will be on a back-to-back basis; i.e. On receipt from the end customer.

54. DISAGREEMENT

WTL (before the go-live phase) / P&RD, GOWB (post the go-live) and the selected Bidder will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the special conditions, such dispute will be referred to the Panchayat & Rural Development Department, Government of West Bengal for decision and it will be final and binding on both the parties.

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SECTION – E

BID FORM

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head in original)

To
Webel Technology Limited
Plot – 5, Block – BP, Sector - V,
Salt Lake City,
Kolkata – 700091.

Sub: Implementation of a Workflow based Enterprise level portal in Panchayat & Rural Development Department, GoWB.

Dear Sir,

1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/PRD/ESW/23-24/064 dated 30.01.2024, do hereby propose to execute the job as per specification as set forth in your Bid documents.
2. The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.
3. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
4. Earnest Money Deposit & Tender Feet: We have transferred EMD & Tender Fee amount online through e-Tender portal.
5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
6. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
7. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid (BOQ).
8. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Thanking you, we remain,

WEBEL TECHNOLOGY LIMITED

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

Signature & Authorized Verified by

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

Dated, thisday of2024

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SECTION – F

TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

1. EVALUATION PROCEDURE

- The Eligibility Criteria (Section - B) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- The Tender Committee would evaluate the Techno Commercial Evaluation. In order to facilitate the evaluation, the marking scheme presented is an indication of the relative importance of the evaluation. Bidders securing a minimum of 60% marks in the Techno Commercial Evaluation for qualifying technical evaluation.
- Bidders after qualifying in Techno Commercial Evaluation will only be considers for Financial Bid Evaluation.
- Bidder should clearly mention the page no or identification mark for contents of the document. The document submitted should mention all their respective submission as per RFP with proper page no. or identification marking

2. EVALUATION CRITERIA

Techno Commercial Evaluation

The evaluation methodology would take into consideration both the Techno Commercial responsiveness as well as the financial response. During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score for the Techno Commercial Bid as defined in the table below:

Sl. No.	Criteria	Marks Maximum)
1.	Financial Details Average annual turnover covering FY 20-21, 21-22 & 22-23) <ul style="list-style-type: none">- =2.5 Cr to <=3 Cr: 5 marks- >3 Cr to <=5Cr : 10 marks- >5 Cr : 15 marks	15
2.	Similar Solution The Bidder should have successful implementation with any of the State / Central PSUs or Departments/ Govt. Statutory bodies in the country, covering e-governance solution / workflow management / integrated portal covering last three financial year. <ul style="list-style-type: none">• Cumulative value = 60 L – 5 Marks• Cumulative value = 1 Cr – 15 Marks• Cumulative value > 1 Cr – 30 Marks <i>(A completion / ongoing Certificate from Customer to be enclosed/Live URL)</i>	20
3.	ISO 9001:2015 – 5 Marks ISO 9001:2015 & CMMi Level 3 or above – 10 marks	10
4.	Experience in Government Sector / PSUs/ Govt. Statutory bodies The Bidder should have received at least 2 orders pertaining to web portal development (out of which at least one of them should be workflow based solution project) in the Government sector / PSUs/ Govt. Statutory bodies / councils. <ul style="list-style-type: none">• >=2 to 5 Orders – 5 Marks• More than 5 Orders – 10 Marks <i>(A Copy of Work Orders to be enclosed.)</i>	10
5.	Large Project Implementation The Bidder should have implemented web based software projects in the Central / State Governments / PSUs/ Govt. / Statutory bodies / Councils having the following number of registered users. <ul style="list-style-type: none">• Projects with more than 500 Registered Users– 5 Marks	15

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	<ul style="list-style-type: none"> • Projects with more than 2000 Registered Users – 10 Marks • Projects with more than 3000 Registered Users – 15 Marks <p><i>(A Certificate from Customer / User list from live portal with live URL details to be enclosed.)</i></p>	
6.	Implementation Approach and Methodology - project understanding - technology approach - quality control mechanism - delivery timeline adherence mechanism with team composition clarity - implementation roadmap with support rendering matrix - experience in similar solutioning / solution readiness	15
7.	Software Solution Demonstration Demonstration of the similar Proposed Solution with the bidder	15
Total Marks		100

All claims to be supported by relevant documents / certificates. Onus of substantiating claims lies with the bidder

3. FINAL EVALUATION

Financial bid of the qualified bidders shall be downloaded on the scheduled date & time in the presence of the Tender Committee. Final evaluation will be done among the short listed bidders in accordance with Quality & Cost and will involve both Techno Commercial & Financial Evaluation with the following weight-age.

A	Techno Commercial Evaluation	70%
B	Financial Evaluation	30%

Commercial Bid Score (BS) will be calculated for each responsive bid using the following formula which permits a comprehensive assessment of the bid price and techno commercial merits of each bid.

$$BS = \frac{TC}{TTC} \times 0.70 + \frac{LBP}{BP} \times 0.30$$

Where

- BS - Evaluated Bid Score
- BP - Amount of Bid Price of bidder (Item Sl. No. 1 to 7)
- LBP - Lowest Amount of Bid Price among bidders (Item Sl. No. 1 to 7)
- TC - Techno Commercial Score awarded to bidder
- TTC - Total Techno Commercial Score (100 marks in this case)

The bid with the highest Evaluated Bid Score (BS) among the responsive bids shall be most responsive bid.

4. AWARDING OF CONTRACT

An affirmative Post Qualification determination will be prerequisite for award of the contract to the most overall responsive bidder. A negative determination will result in rejection of bidder's bid, in which event the WTL will proceed to the next lowest evaluated bidder to make a similar determination of that bidder's capability to perform satisfactorily. WTL will award the contract to the successful bidder whose bid has been determined to be substantially responsive after final negotiation may held with the most responsive bidder, if required. This is a turnkey job in a nature, so bidder(s) to quote all the items mentioned in the tender document, which can ensure single point contact / sole responsibility of the bidder(s) towards project execution. The successful bidder (s) will have to give security deposit in the form of Performance Bank Guarantee.

5. POST QUALIFICATION

The determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualification, as well as other information WTL deems necessary and appropriate. This determination may include visits or interviews with the Bidder's client's reference in its bid, site inspection, and any other measures.

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6. PRESENTATION

The presentation to be given in front of the Tender Committee and officials from P&RD, GOWB and technical expert will be present, if necessary. The date, time and venue of the presentation for the qualified bidders will be intimated in due course. The gap between intimation time & presentation will not be more than 2(two) business days.

- 7.** Bidder should clearly mention the page no or identification mark for contents of the document. The document submitted should mention all their respective submission as per RFP with proper page no. or identification marking.

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SECTION – G

GUIDANCE FOR E-TENDERING

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

- **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.

- **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. & BOQ 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.

- **Participation in more than one work:**

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If, found to be applied severally in a single job all the applications will be rejected.

- **Submission of Tenders:**

Tenders 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)

The proposal should contain scanned copies of the following in two covers (folders).

Techno Commercial Cover:

Technical Document 1 (scanned & join in pdf format then upload)

1. Bid Form as per format (Section – E)
2. Other Documents

Technical Document 2 (scanned & join in pdf format then upload)

1. NIT Declaration duly stamped & signed in letter head of bidder (Section – T)
2. Other Documents

Technical Compliance (scanned & join in pdf format then upload)

1. Documents for Techno Commercial

Financial Cover:

BOQ will be downloaded and same will be uploaded with quoted rates. While uploading BOQ file name shall remain unchanged. Absence of this document shall lead to summary rejection of the bid.

NON-STATUTORY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:

(In each folder, scanned copy will be uploaded with single file having multiple pages)

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Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none"> GST Registration Number PAN
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul style="list-style-type: none"> Document as per Section - B
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> Company Profile (Not more than 3 pages) Documents as per Section - F
C	CREDENTIAL	CREDENTIAL 1	Order copies as per Clause no. 4 of Section – B
		CREDENTIAL 2	Other documents, if any
D	DECLARATION	DECLARATION 1	<ul style="list-style-type: none"> List of Clients as per format (Section – K) Financial Capability of Bidder as per format (Section – H)
		DECLARATION 2	Document as per the Section – F
		DECLARATION 3	Bidder's Details as per format (Section – I)
		DECLARATION 4	Documents as per Section – D
		DECLARATION 5	Documents as per Section - F
E	FINANCIAL INFO	P/L & BALANCE SHEET 2019-2020	P/L & BALANCE SHEET 2020-2021
		P/L & BALANCE SHEET 2020-2021	P/L & BALANCE SHEET 2021-2022
		P/L & BALANCE SHEET 2021-2022	P/L & BALANCE SHEET 2022-2023

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SECTION – H

FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/PRD/ESW/23-24/064)

FINANCIAL INFORMATION

Total Turnover

Sl. No.	Name of the Bidder	Turnover Details		
		2020 - 2021	2021 - 2022	2022 - 2023
1				

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

Submit the Audited Financial Statement/Audited Annual Report/Auditor Report of the last five financial years.

WEBEL TECHNOLOGY LIMITED

SECTION – I

BIDDERS'S DETAILS

(Tender No. WTL/PRD/ESW/23-24/064)

1	Name of the Firm	
2	Registered Office Address	
	Contact Number	
	Fax Number	
	E-mail	
3	Correspondence / Contact address	
	Name & Designation of Contact person	
	Address	
	Contact Number	
	Fax Number	
4	Is the firm a registered company? If yes, submit documentary proof	
	Year and Place of the establishment of the company	
6	Former name of the company, if any	
7	<p>Is the firm</p> <ul style="list-style-type: none"> ▪ a Government/ Public Sector Undertaking ▪ a propriety firm ▪ a partnership firm (if yes, give partnership deed) ▪ a limited company or limited corporation ▪ a member of a group of companies, (if yes, give name and address and description of other companies) ▪ a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project. 	
8	Is the firm registered with GST? If yes, please mention your GST no. & submit valid certificate.	
9	Total number of employees. Attach the organizational chart showing the structure of the organization.	
10	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
11	How many years has your organization been in business under your present name? What were your fields when you established your organization	
12	<p>What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary)</p> <ul style="list-style-type: none"> ▪ Manufacturer ▪ Supplier ▪ System Integrator ▪ Consultant ▪ Service Provider (Pl. specify details) ▪ Software Development ▪ Total Solution provider (Design, Supply, Integration, O&M) ▪ IT Company 	
13	Number of software personnel (on the payroll) currently in Kolkata Office?	
14	Does your organization have valid ISO 9001, 27001 & CMMi	

WEBEL TECHNOLOGY LIMITED

	Level 3/5 certificates at the time of submission of the bid?	
15	List the major clients in India with whom your organization has been / is currently associated.	
16	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
17	Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking? (Give details)	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – I

FORMAT FOR PRE-BID MEETING QUERY

(Tender No. WTL/PRD/ESW/23-24/064)

Name of the Bidder:

Queries

Sl. No.	Section No.	Clause No.	Page No.	Queries

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

Note: The filled form to be submitted in XLS & PDF Format. There is a cutoff date for receiving of queries before Pre Bid Meeting. Queries received after the cutoff period will not be accepted. The Purchaser reserves the right to respond all queries over e-mail. Any deviation from the format in .xls & .pdf will not be considered as a pre bid query and WTL will not be bound in any manner to respond to the same.

WEBEL TECHNOLOGY LIMITED

SECTION - K

LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/PRD/ESW/23-24/064)

Sl. No.	Name of the Client	Address	Contact Person	Designation	Contact Numbers

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION - L

PROFORMA 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 WEBEL TECHNOLOGY LIMITED, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its Registered office at Plot 5, Block BP, Sector V, Kolkata-700 091 (hereinafter called "The Purchaser") having agreed to accept from _____ (hereinafter called "The Bidder") Having its Head Office at _____, a Bank guarantee for Rs. _____ in lieu of Cash Security Deposit for the due fulfillment by the Bidder 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 Bidder 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 Bidder 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 bidder and accordingly discharged the guarantee.

(4) We _____ the Guarantor undertake to extend the validity of Bank Guarantee at the request of the bidder 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 filed 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 Bidder.

WEBEL TECHNOLOGY LIMITED

(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)

WEBEL TECHNOLOGY LIMITED

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. Bank Guarantee (B.G.) for Advance payment, Mobilization Advance, 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 WTL 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 Bidder are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to WTL.

WEBEL TECHNOLOGY LIMITED

SECTION – M

NIT DECLARATION

(Bidders are requested to furnish the Format given in this section, filling the entire Blank and to be submitted on Bidder’s Letter Head)

To
Webel Technology Limited
Plot – 5, Block – BP, Sector -
V, Salt Lake City,
Kolkata – 700091.

Sub: Implementation of a Workflow based Enterprise level portal in Panchayat & Rural Development Department, GoWB.

Dear Sir,

We the undersigned bidder/(s) declare that we have read and examined in details the scope of work and other documents of the subject tender no. Tender No. WTL/PRD/ESW/23-24/064 dated 30.01.2024 for Implementation of a Workflow based Enterprise level portal in Panchayat & Rural Development Department, GoWB. published by Webel Technology Limited in e-Tender website.

We further declare that we have agreed and accepted all the clauses / sub-clauses / formats / terms & conditions other requirements related to the said tender and we will abide by the same as mentioned in the tender document while participating and executing the said tender.

Thanking you, we remain

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

Dated, thisday of2024

WEBEL TECHNOLOGY LIMITED

SECTION – N

BILL OF ITEMS

Sl. No.	Item Description	Unit	Qty
1	Design Development & Implementation of the Estimation portal with 12 months dedicated technical & maintenance support from the date of go-live	1	Job
2	Hosting application in MeitY approved cloud for 4 months	1	Job

* Grand Total will be considered for price evaluation

* Apart from the above quoted charges, no other hidden / additional charges will be allowed.

* Security Audit, if desired by the department will be carried upon separately and the bidder needs to mitigate the issues to enable the "safe to host" certificate without any additional cost

Price to be quoted in BOQ uploaded in the tender.