

NOTICE INVITING e-TENDER

Online Tender documents are invited for “Development, Customization, Deployment, Implementation, Integration, Training, Hand Holding and Operation & Maintenance Support of Common Application Form (CAF) based Online Single Window System (SWS) for granting construction permit integrated with CAD Scrutiny(unlimited license) with the features as per the specified scope of work including all the necessary technical, functional as well as security related aspects of the entire services with integration of 19 external authorities (11 State Govt. & 8 other than state Govt.) with implementation of different reforms points under SBRAP and DBRAP 2020-21 in EoDB for Department of Urban Development & Municipal Affairs, Govt. of West Bengal”. Bids are invited from Reputed System Integrators having sufficient experience and credentials for successful completion of “**Similar Nature**” of work in a Government Department /PSU /Autonomous Body or any reputed organization. The bidder must have adequate resource for providing onsite support on AMC for 3 years after post successful go-live on annual basis within the stipulated time.

1.	Tender No. & Date	WTL/SWS-OBPS-UD&MA/20-21/007 dated 30.10.2020
2.	Tender Version No.	3.0
3.	Brief description of Project	Development, Customization, Deployment, Implementation, Integration, Training, Hand Holding and Operation & Maintenance Support of Common Application Form (CAF) based Online Single Window System (SWS) for granting construction permit integrated with CAD Scrutiny(unlimited license) with the features as per the specified scope of work including all the necessary technical, functional as well as security related aspects of the entire services with integration of 19 external authorities (11 State Govt. & 8 other than state Govt.) with implementation of different reforms points under SBRAP and DBRAP 2020-21 in EoDB for Department of Urban Development & Municipal Affairs, Govt. of West Bengal.
4.	Earnest Money Deposit	Rs.5,00,000.00 (Rupees Five Lakhs only) to be transferred to Webel Technology Limited electronically through RTGS
5.	Date of Downloading/Sale of Tender document	30.10.2020 at 11.00 hour
6.	Pre-Bid Meeting (virtual) date & time	03.11.2020 at 11.00 Hrs <ul style="list-style-type: none"> • Only two persons for each intending bidder’s organization will be allowed to attend the Pre Bid Meeting. • The person should have proper authorization in respective company Letter Head. • Only queries as per format reaching WTL by 02.11.2020 at 16.00 hrs will be taken for decision. • Queries will be entertained for those bidders who have <u>successfully implemented</u> CAF based Online Single Window System for Online Building Plan approval system in India as a Prime Bidder with integration of Auto-Scrutiny of Building Plan. • Queries will be sent to Manager (Purchase) (arunava.saha@wtl.co.in) and copy to Mr. Sunit Bhattacharjee (sunit.bhattacharya@wtl.co.in), Mr Motiur Rahman (motiur@nic.in), Mrs Saswati Bharati Kundu (saswati.wtlswprojects@wtl.co.in) & Mr. Niharendra Choudhury (niharendra.choudhury@wtl.co.in)

7.	Bid Submission Start date & time	30.10.2020 at 12.00 Hrs
8.	Last date & time of EMD submission	10.11.2020 at 12.00Hrs
9.	Last date & time of Bid Submission	10.11.2020 at 14.00Hrs
10.	Date & time of Technical Bid Opening	11.11.2020 at 14.00Hrs
11.	Venue of Pre-Bid Meeting (Virtual)& submission of EMD & Tender Application Fee	WEBEL TECHNOLOGY LIMITED (A Government. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
12.	Contact person	Mr. Arunava Saha, Contact no. 23673403-06, Ext. 212 Mr. S Bhattacharjee Contact no. 23673403-06

Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. The bidder shall furnish EMD of Rs. 5,00,000/- (Rupees Five Lakh only) by transferring the amount electronically to the undernoted Bank Account.

ACCOUNT NAME: WEBEL TECHNOLOGY LIMITED
BANK NAME: SYNDICATE BANK
CURRENT A/C NO.: 95981010003870
IFS CODE: SYNB0009760
MICR: 700025048

The bidder has to intimate the details of Remittance such as Tender No. / Tender Date / EMD Amount / UTR No. of Transaction(s) / Transaction Date, etc. through email to Mr. Rupak Roy – (rupak.roy@wtl.co.in) and copy to Mr. Arunava Saha – (arunava.saha@wtl.co.in) & Ms. Anita Dey – (anita.dey@wtl.co.in) prior to the opening of the bid. The bidder shall also furnish the details of EMD submission in the bid document. In absence of payment details prior to Bid Opening, then the bid will be considered as invalid bid. Any bid not accompanied with the EMD shall be rejected. The bidders are also requested to furnish the Bank Account details (Name of the Bank, Account Number, IFS Code, etc.) for refund of EMD in case of unsuccessful bidder. Any bid not accompanied with the EMD shall be rejected. The validity of EMD instrument will be initially 3 months, have to extend, if required.

1. Both Techno Commercial Bid and Financial Bidder to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>
2. 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 this Tender Document.

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.

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SECTION – A

SCOPE OF WORK

Job title: “Development, Customization, Deployment, Implementation, Integration, Training, Hand Holding and Operation & Maintenance Support of Common Application Form (CAF) based Online Single Window System (SWS) for granting construction permit integrated with CAD Scrutiny(unlimited license) with the features as per the specified scope of work including all the necessary technical, functional as well as security related aspects of the entire services with integration of 19 external authorities (11 State Govt. & 8 other than state Govt.) with implementation of different reforms points under SBRAP and DBRAP 2020-21 in EoDB for Department of Urban Development & Municipal Affairs, Govt. of West Bengal”

We, Webel Technology Limited (WTL), a separate entity under the administrative control of Department of Personnel and Administrative Reforms, Government of West Bengal are the State Nodal Agency for implementation of e-Governance in West Bengal as per decision of the State Government through Change in Rules of Business. Webel Technology Limited is the authorized State Nodal Agency (SNA) and State Implementing Agency (SIA) for implementation of all e-Governance related activities.

WTL have been successfully implemented various e-Governance initiatives taken by various Departments, Directorates, Parastatals & Development Authorities across the length & breadth of West Bengal and are having wide experience in successfully implementation & overall project management activities to the satisfaction of user department

WTL have been nominated by Department of Urban Development & Municipal Affairs for implementation of Online Single Window System (SWS) for granting construction permit with the following features as under within a time bound manner

- 1) A Common Integrated Application (CAF) for all internal and external NOC issuing agencies.
- 2) Provision for making online application with integrated payment and online documents submission for verification.
- 3) Auto scrutiny of Building Plan as per Bye-law.
- 4) System generated signed approved building plan.
- 5) E-intimation of plinth level construction.
- 6) E-intimation of commencement of construction.
- 7) Online common completion request form cum occupancy certificate application with online payment.
- 8) Online issuance of signed occupancy cum completion certificate to the applicant.
- 9) Publication of online dash board in the public domain as per specification.
- 10) 3rd party verification etc.

The above SWS will be integrated through 19 external authorities (11 State Govt. & 8 other than state Govt.) as under who are involved in issuance of No Objection Certificates

❖ Authorities under State Government:

- 1) West Bengal Fire & Emergency Services
- 2) West Bengal State Electricity Distribution Corporation Limited (WBSEDCL)
- 3) Calcutta Electric Supply Corporation (CESC)
- 4) PWD Roads
- 5) Forest Department
- 6) Environment Authority (as per Order of W.B. Pollution Control Board vide office no. 1512/4A-18/2010 {Pt.I} dated.14.06.2016, New Categorization has given in respective list is applicable)
- 7) State Water Investigation Directorate (SWID)
- 8) Development Authorities (KMDA, HAD, ADDA & SJDA)
- 9) Urban Land Ceiling (ULC) from UDMA Department.
- 10) Police Authority
- 11) Irrigation Department

- ❖ **Authorities other than State Government**
- 12) Airport Authority of India
- 13) National Monument Authority
- 14) Heritage Conservation Committee (HCC)
- 15) Indian Railway Authority
- 16) Kolkata Port Trust
- 17) National Highway Authority of India
- 18) Explosive Authority of India
- 19) Petroleum and Explosive Safety Organization

Integration with 19 external authorities who will be involved in issuance of NOC would be through various modes:

- i) External Authorities who are having existing Workflow based online system: For External Authorities who have their own applications running, proposed SWS will apply directly to their applications for NOC and receive the same in SWS via Web services using REST or SOAP API.
- ii) External Agencies who do not have their own application running: For External Agencies who do not have their own application running, the proposed SWS will provide a console/interface for them without any work-flow for processing of the applications at their end. The officials of those agencies will be able to download NOC application with all necessary file etc. and upload NOCs after processing on their own

Executive Summary

Department of Urban Development & Municipal Affairs, Govt. of West Bengal aims to utilize the benefits of Information Technology to have a Single Window System (SWS) for various processes involved in issuance of construction permits as per SBRAP & DBRAP 2020-21 recommendation and compliance under EODB in order to improve the Accountability, Transparency & Effectiveness in Government administration. The ultimate objective is to arm the Government with IT enabled systems to assist them in carrying out their day-to-day functions to help deliver G2C, G2G, G2B and G2E services.

Due to the complexity of Development rules and the involvement of various stakeholders in their scrutiny and approval, the building permission approval process faces several challenges viz

- ❖ Complex rules and bye laws and their interpretation.
- ❖ Non uniform interpretation of Bye laws.
- ❖ Increased chances of human errors due to manual scrutiny.
- ❖ Inadequate citizen interface and no single point of contact.

Objectives

Design and develop an online single window system for Online Building Plan Approval System integrated with CAD Scrutiny (unlimited license) for granting construction permits for 123 ULBs in West Bengal as per BRAP 2020 recommendation and compliance with following functionalities:

- 1) The system shall be common integrated application (CAF) for all internal and external NOC issuing agencies.
- 2) Provision for making an online application with integrated payment without the need for a physical touch point for document submission and verification.
- 3) Our uniquely proposed system for auto-Scrutiny of preformatted AutoCAD drawing allow auto scrutiny of building plans from compliance perspective according to the uniform building codes/building by-law of West Bengal.
- 4) System generated digitally signed building plans
- 5) E-intimation of plinth level construction through SMS and email
- 6) E-Intimation of commencement of construction through SMS and email
- 7) Online common completion request form cum occupancy certificate application with online payment
- 8) Online issuance of digitally signed occupancy cum completion certificates to the applicant
- 9) Publication of online dashboard in the public domain as per specification provided during requirement study
- 10) 3rd party verification

Proposed Single Window System:

Common application Form (CAF)

With the introduction of Online Building Permission System (OBPS) the applicant is required to apply for all NOCs through Common Application Form (CAF) only. Therefore, now no separate application is required for NOCs and applicant has to indicate at the time of applying for building permit, which NOCs are applicable.

A Common application form will be provided for the Single Window system to capture all the extensive information about the building proposal. The common application form will form the basis for further workflow and processing. Through this, the applicant shall be able to enter all the details related to the building permission and create an application for NOC/Remarks.

Submission of Application

The applicant has to attach necessary documents along with his application. The system will prompt to attach documents based on the information provided in the CAF by the applicant.

Registration of Architects

The proposed system is fully automated and does not have any manual intervention from uploading the file, till generation of scrutiny report. The application process towards registration of architects /professionals under UD& MA shall enable different stakeholders such as Architects /Builders /Engineers to register with the Authority Online.

The system will provide an interface for the applicants who intend to do business with the UD& MA. The applicants shall register with the Authority by providing their details, upon registering a username and password will be generated by the system.

After registration of Professionals, the user ID and password shall be provided to registered users. The applicant shall login into the proposed Single Window System by providing their credentials and track the status of his application through the system.

Single Payment and Online Fee Calculator

The system has logic to automatically calculate the fees for other departments required for NOC after submission of proposal for building permission based on predefined formula set by Authority.

The system shall automatically generate Challan for payment. The Applicant shall make the payment online through the payment gateway.

Online Payment Facility

System generates automatic demand notes which will be available in the Architect console. Architect/ applicant can pay the required fees online through the system. The system will also provide the interface of printing the tax receipt at counter for making offline/ online payments.

The system will facilitate checking and assessing the fee charges on an application and facility to make payments using Payment Gateways.

Dynamic MIS Reports and Dashboards

UD&MA need to monitor the entire lifecycle from receipt of proposals, their scrutiny, site visits, collection of fees and approval. Project approvals need to be measured against thresholds, accountability pinpointed by drilling down to where the process is stuck. They need to be able to identify patterns around key performance indicators (KPIs) and insights around potential delays in the process and their impact. Moreover, the personal console dashboards would be provided in the authority console to know the status of their own tasks. The dashboard from the console which gives the information about Pending, Rejected and Approved proposals, Messages received from the staff etc.

The higher authorities in corporations and agencies need contextual intelligence which will enable them to

- Take corrective and preventive actions
- Calculate the measurable efforts for a particular task
- Analyse a particular case drilling down to find the root cause
- Make faster and more intelligent decisions
- Find out status of a proposal at a given point of time

Digitally Signed Certificates

The system shall generate digitally signed approved drawing and completion certificate. The applicant shall download the digitally signed drawing or certificate from their login.

Joint Site Inspection

Before issuing Occupancy cum Completion Certificate (OCC), site inspection by concerned departments is necessary. A provision in the system has been made for all departments to conduct a Joint Site Inspection. Online system generated intimation regarding date and time of inspection is issued in advance to the concerned officials of the departments involved in issuing OCC and to the applicant. Multiple site visits for getting No Objection Certificates from different agencies for completion are totally eliminated resulting in reduction in time and procedures.

A joint site inspection Intimation in advance is issued through system to all concern officials of different departments involved in issuing completion certificate. On specified date and time all concern officials visit the site jointly

Integration with Other Departments for NOCs

Authorities under State Government:

1. West Bengal Fire and Emergency Services
2. West Bengal State Electricity Distribution Corporation Limited (WBSECL)
3. Calcutta Electric Supply Corporation (CESC)
4. PWD Roads
5. Forest Department
6. Environment Authority (as per Order of WB, Pollution Control Board vide office no.- 1512/4A-18/2010 (Pt. I) dated 14.06.2016, New categorization has given in respective list is applicable)
7. State Water Investigation Directorate (SWID)
8. Development Authorities (KMDA, HDA, ADDA & SJDA)
9. Urban Land Ceiling (ULC) from UDMA Dept.
10. Police Authority
11. Irrigation Department

Authorities Other than State Govt.:

12. Airport Authority of India
13. National Monument Authority
14. Heritage Conservation Committee (HCC)
15. Indian Railway Authority
16. Kolkata Port Trust
17. National Highway Authority of India (NHAI)
18. Explosives Authority of India
19. Petroleum and Explosive Safety Organization

Mobile App

Mobile App is accessible on mobile devices, such as smart phones hence proposal information can be accessed from site locations as well as update from the sites can be posted in the centralized Building permission management system. The site pictures taken by the Architect, field official, Building or Layout owner, etc. required from submitting the plan to plinth level notification to completion certificate, etc. through a mobile App of the proposed system should be automatically uploaded to the web portal of UD&MA. The Instant Auto SMS alert will be generated for the concerned for any such required update and auto warning in case of noncompliance to the concerned at any stage up to completion.

Applicant will get notifications via SMS and email regarding status of application, receipt of payment, payment notice, field visit, renewal of permit, payment of fee etc. It will also inform about the approvals or rejection status to the application by SMS. They can also search their application and view current status of the same online at the portal.

Scope and Deliverables

Scope

The scope of this assignment is to customize and deployment of building plan approval system for all ULBs of West Bengal presently with 123 ULBs

The proposed Single Window Clearance (SWC) system for departmental NOCs is aimed at providing better and quality citizen services and faster approvals. It will enable Applicants to get the required NOC related to Construction permit online during submission of Building Plan application. The process is conceptualized in such a way that respective departments for building permission will work in a parallel manner independently in order to issue Commencement certificate and NOC. The Building Plan commencement will only be issued after the NOC from respective Departments are issued and obtained.

This will help UD& MA in achieving better citizen services and timely approval in line of ease of doing business. Following are specific objectives of Single Window System

- a) Single Window Clearance System
- b) Common Application Form for all NOCs etc.
- c) Integration with departments for NOCs.
- d) Automatic Scrutiny of Building Rules with Unified Building Bye Laws
- e) Automatic Fees Calculation and Online Payment
- f) Registration & Empanelment of Architects
- g) Risk based Classification of Buildings
- h) Joint Site Inspection
- i) Issue of Building permits, Completion and Occupancy certificates with Digital Signature
- j) Issue of Building Plans with Digital Signature
- k) Citizen Search
- l) Mobile Application for Site Inspection
- m) Communication Portal for Correspondence
- n) Integration with SMS and Payment Gateways
- o) OCCRF – CAF at Occupation-cum-Completion stage including all service requests
- p) Latent Defect Liability – Service liability with the professionals involved in planning design and construction of buildings
- q) IEC campaign –information and sensitization of all professionals / architects
- r) Dynamic MIS Reports & Dashboard

The proposed Single Window Clearance (SWC) system for Online Building Plan Approval System will be a workflow based system which will seamlessly integrate with other agencies to facilitate service delivery as required by the Applicants.

At present, the following workflow-based e-Services related to the Online Building Plan Approval System of Department of UD&MA are running on existing WB e-District Platform, implemented by WTL through TCS, the Application Developer & SI. Workflow & details of process map are given in WB e-District Portal (URL: <https://edistrict.wb.gov.in>)

Sl. No.	Description of e-Services of Department of UD&MA
1	Sanction of Building Plan in Municipal Area other than Industrial Building
2	Issuance of Certificate for Completion upto Plinth Level for Building in Municipal Areas
3	Issuance of Occupancy Certificate for Buildings in Municipal Areas Other than Industrial Buildings

4	Permission for Commencement of Building Construction in Municipal Areas
5	Approval of Site Plan in Municipal Areas
6	Sanction of Water Connection for Buildings in Municipal Areas Other than Industrial Buildings
7	Issuance of Occupancy Certificate of Industrial Building in Municipal Areas
8	Sanction of Sewer Line Connection for Buildings in Municipal Areas
9	Sanction of Industrial Building Plan in Municipal Areas
10	Online Sanction of Water Connection for Industrial Building in Municipal Areas

Workflow of all the above e-services presently running on WB e-District Platform will be migrated /shifted within the CAF based Online Single Window System(SWS) for Online Building Plan Approval System so that workflow based services of Department of UD&MA would reside on SWS without any need to integrate through Web services with WB eDistrict Portal through REST API. All these services are implemented by WTL through TCS and process map are available in WB eDistrict portal.

The proposed web based application is to have a single window system for the UD &MA concerning the building and planning approvals system and associated measures. This single window system will be web enabled and citizen oriented in order to facilitate transparency in the working, comfortable filing from the end user's side and also keep digitized records for the future use by the authorities.

The proposed system shall be portal based solution where the Single Window system will provide an interface for the registration of Applicants who intend to submit applications for sanction of building plans online. OTP facility shall be provided for verification of ghost users and after successful verification citizens will registered with their credentials entered in the system. The online user manual shall be available on portal to citizens for guidance to submit application correctly.

The citizen will submit online in Common Application form the fully completed proposal application along with scan copies of supporting documents and pre-formatted CAD drawing file. A common application shall be developed as a front face for the Single Window system to capture exhaustive information about the building proposal in conjunction with the details produced by the Automatic Scrutiny module. This common application form will form the basis for all further workflow and processing. The mandatory and non-mandatory fields should be clearly specified to ensure that applicant cannot move further without providing all the mandatory information after submission applicant will be given a temporary tracking number called proposal submission number or acknowledgment number. After filling the CAF the application will calculate consolidated fees as per each department requirements and calculation methodology. Some charges may modify regularly that modification pattern shall be captured in the application. Once the application is submitted, the combined scrutiny fee should be calculated and displayed for the user. Only once the fee is paid should the permanent proposal number be generated. Application will be considered to be submitted only after payment of scrutiny fees.

If the drawings/plans are not as per permissible rules and regulations, the software shall indicate the errors and give a report of failed entities. This report shall be uploaded automatically back to the portal and intimate the applicant accordingly. This module shall facilitate corrections in the application; plan and documents submitted online and validate it for UD&MA requirements. Proper user authentication and access control mechanisms will be implemented to ensure that only authorized users can access a particular piece of information. Based on system intelligence, the application will be routed to the verifying officer of the respective ULBs for verification of application. All the documents/plans along with the application will be verified at this stage. The

verification process will include checking of application, and documents submitted in-line with the DCR under UD & MA with all the amendments. To have a complete transparency in the system; each and every action taken towards the application should be recorded and intimated to the Architects. All remarks entered by each of the processing authorities will be available and displayed at each level for the decision-making.

During the site inspection certain criterions are checked viz-a -viz the actual plan submitted, and if the details in the submitted proposal doesn't match with the actual site conditions and development plan then the application is rejected else forwarded to the concerned officer through the workflow. In case of a deviation in the plan is observed during with actual site inspection, then system should have a provision to issue suo-motto relaxation based on the guidelines formulated by UD& MA.

System should integrate with the payment gateway system provided by UD&MA in such a way that payment pertaining to building permits can be made online along with refunds if any. Provision for the applicant to pay the Processing fees and/or Infrastructure tax during Technical Clearance/Development Permission/completion order etc.; application should be made in the system. If the application is filed online the applicant will be directed to the payment gateway for carrying payment via Net banking, Debit Card, Credit Card etc. Provision for offline payment should be given, whereby the applicant visits the department office and submits the challan which can then be uploaded and viewed.

The system shall generate digitally signed refusal certificate to the professional/applicant in the format prescribed by UD&MA. The system shall have a provision to generate digitally signed conversion sanction letter on recommendations given by authorizing officer. Digitally Signed technical clearance and digitally signed plan will be made available online to the applicant for easy download

Deployment of Single Window (SWS) for Online Submission of for Online Submission of Building Construction proposals through Common Application Form (CAF)

- 1) Submission of new building construction proposal to 123 ULBs including re-submissions for corrected building drawings and/or any missing documents for issue of construction permits
- 2) Auto apply for obtaining No-Objection Certificates (NOC) from 19 different departments as listed above
- 3) Submission of applications for Plinth Completion and Occupancy Certificates
- 4) Common work-flow for Approval/ Rejection processes of issuance of Construction permits, Plinth and Occupancy Certificates
- 5) Integration with SMS, Email, Payment Gateways as provided by the authority
- 6) Integration with Mobile Application as provided by the authority
- 7) SWS will be deployed on server provided by the authority
- 8) Maintenance of the SWS application for 3 (three) years from the date of Go-Live

Deployment of unique Software Auto-Scrutiny of Pre-Formatted AutoCAD Drawing software on server for automatic scrutiny of building drawing as per the common building by-laws of the state of West Bengal

- 1) Customization of automated building drawing scrutiny software, Auto-Scrutiny Software as per West Bengal Municipal (Building) Rules, 2007 and amendment 2016.
- 2) Inclusion of any other additional codes of practice due to addition of particular Urban Local Body under Urban Development & Municipal Affairs Department, West Bengal may be undertaken by us along with our implementation partner at mutually agreed lump sum amount for each additional code of practice.
- 3) Deployment of Auto-Scrutiny Software on server provided by the authority for automatic scrutiny of building drawings submitted by the applicants
- 4) Maintenance of the Auto-Scrutiny Software application for 3 (three) years from the date of Go-Live
- 5) Necessary updations also must be made on regular basis w.r.t. development control rules in time bound basis within the contract period of 3 years

- 6) Auto-scrutiny software (COTS) Product will have free customization for unlimited, perpetual, unrestricted State Level License for the usage of current and future requirements of all ULBs in the State of West Bengal. The said software application shall conform to all other rules, by-laws, regulations and acts in force during the 3 years contract period
- 7) You require furnishing the undertaking, stating that Auto Scrutiny software in-built feature includes automatic generation of 3D models by reading the plans and elevation sections from the 2D drawings. The price quoted by you also included the 3D features.
- 8) If new ULBs constituted in the coming years within the contract period, no additional amount will be paid for software
- 9) You require to provide Pre-DCR and all its upgradations during the contract period to all the Architects empanelled in the online Single Window System without any additional charges
- 10) You require configuring & integrating digital signature integration using web sockets in your Single Window System without any additional cost involvement. WTL will be providing implementation of digital signature integration users with High Availability (two Instances) on Production Environment of Single Window System (SWS) Portal with AMC for a period of 3 years.
- 11) You require to integrate SMS Gateway with your SWS Application using SMS Gateway (provided by WTL) for sending system generated notifications & system generated OTP without any additional cost involvement.
- 12) You integrate WB.GOV.IN Mail Gateway with your SWS Application for sending system generated email notifications & system generated OTP without any additional cost involvement.
- 13) You require to provide O&M support for online SWS & Auto-scrutiny software application infrastructure to be hosted using Cloud Enabled Platform of SDC without any additional cost involvement for which you need not require to deploy dedicated FMS support for System Administration.
- 14) You require ensure closure of vulnerabilities /open issues as per Security Audit report for which additional cost involvement will not be applicable

Technical Support Setting up and managing the Centralized Drawing Scrutiny Cell

- 1) Our Project Manager will coordinate with the authority to setup the operations at Centralized scrutiny cell
 - 2) Provide technical support persons as per Work order issued by authority to officials engaged in the Centralized Drawing Scrutiny Cell for smooth functioning of the application. Additional technical manpower resources may be provided at additional cost if desired by the authority at any future date as the quoted rate.
- UD &MA shall provide working space including civil infrastructure, electricity and internet bandwidth to implementation team and operational manpower deployed by successful bidder. Successful bidder shall provide laptop/computers to their onsite team.
 - WTL on behalf of UD&MA shall provide SSL, Payment gateway, Digital signatures integration and email gateway (WB.GOV.IN) for integration with SWCS system.
 - Existing Cloud Enabled Platform of WB State Data Centre will be leveraged for on-premise Cloud hosting (including Data Storage, data backup, data restore) for deployment of proposed application including of all system, software, database software and supporting software.
 - UD&MA shall provide CAD licenses and other standard software at their locations for functioning of single window system.
 - UD&MA shall form Core Team for this Project for coordination and various approvals.

WTL reserves the right to amend/add/delete/ edit any of the following items of the scope of work at the cost of the bidder, which shall be binding on the bidder

Dept. of UD&MA is involved in regulating the building construction activity in West Bengal .Following are the broad functions performed by UD&MA regarding issuance of building approvals:

- I. Scrutiny of Building plan Proposal
- II. Issuance of Deficiency Letter. Preparation of Note for approval
- III. Issuance of Demand Letter w.r.t various payments such as permit fees, development charges, municipal dues, etc
- IV. Issue of final sanction order and approved building drawing
- V. Issuance of Commencement Certificate, Occupancy Certificate

WTL on behalf of Department of UD&MA hereby invites proposals for Supply, Development, Customization, Deployment, Implementation, Integration, Commissioning, Training, Hand Holding of Common Application Form (CAF) based Online Single Window System (SWS) Portal for workflow for Building Plan Approval System integrated with CAD Scrutiny(unlimited license) for granting construction permit with the features as per the specified scope of work including all the necessary technical, functional as well as security related aspects of the entire services with integration of all external authorities (State Govt. & other than state Govt.) along with AMC for a period of 3 years from Go-Live. The purpose of this RFP is to establish an agreement for customization and commission of CAF based Online Single Window System for issuance of construction permit across 123 no's Urban Local Bodies in West Bengal

Module Process Flow

- a. The Drawing is proposed to be submitted in preformatted CAD format used by Architects for submitting plans and creating drawings.
- b. System will associate documental data with drawing.
- c. The system will read data from drawing and establish relationship between various entities.
- d. Analysis will be done in accordance with the applicable West Bengal Municipalities Act 2007 & amendment 2016 and its Building Bye Laws. System will provide an interface to capture scrutiny details (Scanned /CAD) and relevant drawings of the proposals approved earlier so that information can be entered.
- e. Tables with respect to Area statements (such as Performa A, Plot Area / Built Up Area/FSI/ Area calculations etc.), and building component calculations (such as opening schedule, parking calculations, etc.) and calculation for all other parameters as mentioned shall be generated in the drawing. Complete requirement will be studied by the bidder at the time of preparation of SRS.
- f. After scrutiny following reports shall be generated –Scrutiny Report, Failed List Report, Check List Report.
- g. The work flow management with administrative controls, hierarchical login, compatibility of data transfer and integration to GIS platform, integration with e -office application & ERP have to be mapped and implemented as and when required.
- h. The solution should be web based with no human intervention from the time of submission till report generation on the server

Application Customization

The bidder should analyze the existing process and discuss the same with the Department of UD&MA. Subsequently, the bidder needs to submit a document detailing the Requirements, including requirements for customization. The customization broadly includes but not limited to the following.

- Web Based Application for Issuance of planning permission and approval of Building Plan.
- On entry of relevant data, the system should generate deficiency letter / demand letters / and recommended for approval and on approval should also generate the approval letter.
- The bidder shall be responsible for collating (from UD&MA) the digital maps of the mentioned UD&MA areas. This will be considered as part of the requirement gathering activity.
- System should also be customized for issuance of remarks on building plan/NOC/ Occupancy Certificate/ NOC for Additions & Alterations/ Temporary Permissions etc.
- On online entry of Survey no/ Plot No, Ward no, location , Village Name, Tehsil name etc by applicant, the application shall show respective part plan and shall generate downloadable part plan. If an applicant comes to Building Cell of UD&MA, the part plan shall be printable after payment of applicable fee. The content collection and preparing

appropriate tables for the Building Plan Approval System database shall be considered as part of the requirement gathering activity by the bidder.

- The system shall accept the site plan, submitted by the architects or the owners of the land in UTM (Universal Transverse Mercator) format. Additionally, all the documents required for approval of the building plan shall be accepted by the system in respective formats.
- The application shall produce MIS Reports as per the standards and the requirements of the UD&MA department. The reports shall be customized as per the inputs from UD&MA. This activity shall be done while the requirement gathering phase.
- A dashboard should be developed from where all the MIS reports can be accessed.
- Application shall have an interface to enter historical/legacy data.

Note: Other reports may be suggested by the Bidder to the departments and mutually decided post the approval from UD&MA. This shall be covered as part of the requirement gathering phase.

The functionalities required in the solution as well as the Workflow is defined below but not limited to the following:

Core Functionalities

- The information of the pending application at each stage shall be available through the system to the stakeholders
- The system should guide the applicant about the regulations and generate scrutiny report.
- An automated solution shall associate documental data with Building drawings for automatic scrutiny of building proposal by reading CAD drawings. It shall automate the lengthy and cumbersome manual process of checking the development regulations, thus reducing paper work, valuable time and effort of Building cell of UD&MA.
- It should ensure an easier integration of 3rd Party Applications using web services or APIs
- It will also help in attaining the e-Governance by supplying all electronic versions of the documents and in standardizing the building drawing plan process.
- The system shall read preformatted CAD drawings / other widely accepted format and produce scrutiny reports by mapping all the development control rules of the West Bengal Municipalities Act 2007 & Amendment 2016 to the drawing entities. This will reduce occurrence of manual errors during scrutiny.
- The solution should manage the content lifecycle (drawings, certificates, note sheets etc.) related to each proposal so as to maintain complete traceability
- The sanctioned proposals should be displayed on the public domain (UD&MA Websites / Online Single Window System Application Home Page). The sanctioned proposals should be viewable on the standard maps used online.
- Online submissions of the applications and integration of the system with e-payment gateway. CAD based scrutiny of the Building Plans
- The architect's / client plan in soft copy in preformatted CAD drawings/other widely accepted formats to be mapped and evaluated against the prevailing Building rules, bye laws and development norms as applicable to the UD&MA.
- Tables with respect to Area statements (such as Performa A, Plot Area / Built Up Area /FSI /Area calculations etc.), and building component calculations (such as opening schedule, parking calculations, water tank capacities etc.) and calculation for all other parameters as mentioned in the applicable DCRs of Bye-laws shall be generated in the drawing. Complete requirement will be studied by the bidder at the time of preparation of SRS.
- A computerized /automated scrutiny report indicating the required/permissible parameters and the proposed parameters is to be tabled including status of each rule whether passed or failed.
- There should be system generated list
- System should be capable to make list of technical remarks provided by the UD&MA Officers. Relevant technical remarks will be discussed with the core group members and shall get incorporated in the software within mutually agreed time frame.
- The acknowledgment letters, approval letters, deviation or the rejection letters etc should be system generated.

- In addition to the above, the CC/OC/NOC also to be issued by e-signatures or digitally signed and displayed on website and individual email id.
- System should address automated building scrutiny of preformatted drawings / other widely accepted format drawings along with Building plan approval process management in an integrated manner.
- System should Auto-Detect structures in the drawing based on usage (e.g. Residential, Commercial or Residential- Commercial Mixed) and also auto detection of high-rise buildings or low-rise buildings
- System should Auto generate FAR, Area statement and Schedule of opening by reading preformatted CAD drawings / other widely accepted format drawings .
- System should Auto-generate plot area & plot area calculation for cross verification with system entered value by triangulation
- System should Auto hatch particular objects as per building control rules
- System should Auto detect site margins and verification of coverage area.
- System should Auto-generate Failed entity report and marking the same on the drawing
- System should make Plotting of drawing submitted by Architect and processed through software in non-editable format

Work Flow Management System

- The system should have the inbuilt workflow for each service (transaction and workflow based services)
- System should enable the officer in-charge or the applicant to add/update the information pertaining to name, address, license category, and details of Surveyor/Registered Architect, Registered Engineer, Licensed Supervisor etc and other required information.
- The system should have the proper workflow management and should allow respective authority of concerned department to take appropriate decisions.
- An interface Application form which the applicants can make electronic submissions of the supporting documents and drawings to the UD&MA should be provided
- Using this interface either at the UD&MA or through UD&MA Licensed Architects/Engineer the applicants would be able to submit the necessary Documentation and soft copy of the drawings in CAD drawings / other widely accepted format drawings
- The system must provide for proper user authentication and access control mechanisms so as to ensure that only authorized users can access relevant information.
- The system must provide for all submissions to be acknowledged and site visit dates and further approval schedule is to be provided to the architects / client instantly.
- The System should support the Mobile Governance for sending SMS, e-mail gateway to the applicant regarding receipt of application, receipt of payment, payment notice, field visit, renewal of permit, payment of extra fee etc.
- The system should automatically generate an SMS which is sent to the Registered Architect/Engineer and concerned Field staff if there are any cancellations of site visit, the system should intimate the key relevant people so as to avoid unnecessary wastage of time. Reasons for such cancellation should also be recorded in the system.
- The system should generate MIS to be sent to higher authorities for approval and to make the approval status available online.
- The client/ Architect should be able to review the status of approval online.
- The system should have the ability and flexibility to design suitable workflow for the approval process as per the requirements of the UD&MA.
- The approval workflow should be as per the work flow being followed by the UD&MA authority s hierarchy and workflow rules should be flexible enough to change as desired.
- System should generate automatically the fee memo/ demand notes based on the submitted Building plan. System should have necessary interfaces for Fee collection and receipt generation integrated
- System should integrate with the payment gateway system provided by UD&MA in such a way that payments pertaining to building permits can be made online along with refunds if any
- The System should keep adequate reconciliation mechanism for receipts and disbursement relating to Building permissions
- Use of digital signature for approval of application at different levels should be incorporated in the application system

- System should provide search facility to find out the old application by giving permit number or owner details or any other key index finalized by UD&MA
- System should define the service levels and the escalation matrix to officials regarding time limit for processing an application
- System should track delays in approval steps and maintain an audit log of the approval process steps. System to generate an alert against each application when it nears the time limit for disposing it.

Architect / Owner Registration for Building Plan Approval System

Sl. No.	Bidder Registration	Functionalities Requirement
1	Centralized Registration	Provide a single interface for the registration of all architects who intend to do business with the Online Single Window System(SWS)
2	Online Application for Registration	<p>Identify the applicant with reference to a unique ID to be prescribed by UD&MA</p> <p>Capture the following minimum information of the applicant with appropriate validations</p> <ol style="list-style-type: none"> a. Unique ID b. Name c. Address d. Corporate Information e. Certificate from council of Architecture <p>The pre-requisite shall be captured as per the standard formats of Building Cell of UD&MA. This shall be finalized in the requirement gathering phase.</p> <p>Facility for updating of attachments as required by UD&MA for establishing identity & past experience etc</p> <p>Facility of filling up of the application offline and uploading</p> <p>Facilitate the applicants to save a partly filled application in “save draft” mode for period of 80 days</p> <p>Enable online connection of registration fee (if required as per the existing process)</p> <p>Assigning the unique application number to each applicant</p> <p>Enable tracking the status of the application</p>
3	Approval of Applications	Enable the competent authority to approve/reject the applications for registration based on a workflow system and Business Rules. Communication of successful registration/rejection to the applicant through an email alert
4	Digital Signature Certificates (DSC) to registered bidders	Provision to accept Digital Signatures supplied by any Certification authorities(CA) approved by GoI
5	Renewal of Registrations	Enable the Competent authority to approve/reject the applications for registration based on a workflow system and Business Rules. Communication of successful registration/rejection to the applicant through an email alert
6	Updating and Withdrawal	Enable the Architect /Engineer /Licensed Supervisor, as the case may be to update the data in the Registry with appropriate authorizations. Enable the Architects /Engineer /Licensed Supervisor to withdraw the registration on a voluntary basis
7	Cancellation and blacklisting	Allow the authorized officials of the participating departments to cancel the registration of any particular Architect /Engineer /Licensed Supervisor, as the case may

		be following the rules laid down by UD&MA in this regard. Integrating the information on cancellation with all other related modules so as to ensure that such Architect /Engineer /Licensed Supervisor do not conduct further business with UD&MA
8	Search	Enable authorized officials of the backend departments to search the database for list of registered Architect /Engineer /Licensed Supervisor as the case may be based on "Search" criteria such as lines of business, turnover, past experience as decided by UD&MA
9	Help	Provide an Online handbook for registration. Provide Online assistance for facilitating architects to register conveniently, Provide FAQs on the registration process.

Reporting Functionality

System should provide various reports to UD&MA. External user should be able to view the application status using an application tracking number. Some other standard reports but not limited to the following:

- Plans approved
- Pending proposals
- Delayed approvals
- Revenue generated, etc. as per the UD&MA requirement
- Dynamic reports based on search results on agreed indexes on all Permission (in progress/ Completed)
- Online real time search functionality for Users

Tracking Feature:

The system should allow the applicant and the stake holder/UD&MA officials to view the progress of the application at various stages involved in the approval process. This feature shall be included on the approval of UD&MA. The bidder shall understand the existing process to design different stages involved in the Building Plan Approval. This will help the applicant and the stake holder to take a decision to fast track or hold the approval based on the decision of UD&MA

Data Collection and Migration:

The content collection and preparing appropriate tables for the Building Plan Approval System database shall be considered as part of the requirement gathering activity by the bidder. The bidder is responsible for content collection, conversion and migration of legacy data and maps it to the appropriate data points in the new Building Plan Approval System database. This shall be considered as the as part of the requirement gathering activity by the bidder.

Survey Application for site surveys

An online survey application shall be developed aimed to automate the existing manual process of the preliminary site surveys for the building plan approval. The survey application shall be a mobile based application which may be captured by any smart devices. The application should broadly consist the following:

- a) Log in facility to capture the correct surveyor with authentication features.
- b) Capturing the Geo-tagged and time stamped picture.
- c) Capturing the boundary of the surveyed location with the co-ordinates.
- d) Boolean Question and Answers
- e) Submission of the survey on the UD&MA server.
- f) Any other survey parameters as decided by UD&MA

The results of the survey should be integrated with the workflow of the Building Plan Approval System. The survey details should be mentioned on the standard maps online.

Drawing Preparation Utility: Submission of drawings should be in .dwg format using standard CAD tool following the user manual provided.

Design Composition

The bidder shall provide an easy configurable workflow and user interfaces (web pages) for quick navigation to required page. The software should be compatible with latest version of all popular browsers (IE, Chrome, FireFox etc.)/ smart devices.

Coding & Integration

The design shall be decomposed to responsive HTML5 which will be compatible with the latest version of browser & all smart devices. The browsers supported would be Internet Explorer 7, 8 & 9+ Latest version of Chrome, Mozilla & Safari. The application is expected to realign and fit to the smart mobile devices (iPAD, iPhone, Android etc.)

Timeline, Deliverables and Payment Schedule

This is a time bound and high priority project. It must be understood that the successful bidder has made the proposal after fully considering all such factors, which may have any bearing on the time schedule. The bidder will be required to supply, customize and commission the Online Single Window System for Building plan approval software along with AMC for a period of 3 years and automate the required workflow for Building Plan approval within given timeframe from the issue of work order.

The total project duration is as per the following:

- Customization and Go Live: 14 Weeks from the issue of Work Order
- Maintenance Support: 3 Years from GoLive

Stage	Primary Deliverables	Timeline	Payment Schedule
System Study: Conduct System Study, Gap Analysis and BPR required, Preparation of SRS, FRS and finalizations of SRS, UD&MA Sign off Software Requirement. Submit the SRS (Software Requirement Specification) document to UD&MA for a signoff	SRS,FRS and System Study Report	2 (Two) weeks after receipt of Work Order	10% of the quoted price
Customization and Development of the Software: Includes Customization, Configuration, Deployment of Automated /partly Automated Business Process System, Deployment and UAT Sign-Off , integration with external and internal authorities through webservices(for authorities having existing workflow based online application) or through separate interface/console (for authorities who don't have existing workflow based online system)	Customized Solution ,Test Cases	4 (Four) weeks after the signoff of SRS	20% of the quoted price
Third Party Security Audit of the Application. This includes the fixing defects and procuring the security audit certificate	Audit Certificate	2 (Two) weeks after completing the UAT on the developed application	
Installation, Pilot Run	Pilot Project	2(Two) weeks after	25% of the quoted

	Report	completing the UAT on the developed application	price
Training and Handholding for the UD&MA staff and the empanelled architects	Training Report, Manual etc.	2(Two) weeks after completing the UAT on the developed application	
Go live of the application. Successful implementation of entire system that includes integration of internal and external agency. The final sign off would be given after running on 10 successful live cases from submission of application to sanction stage for different ULB (at least 1 case for each ULB)	10 successful live cases from submission of application to sanction stage for different ULB (at least 1 case for each ULB) in live environment	2(Two) weeks after training and test run and completion of 10 live cases of sanction	25% of the quoted price
Yearly Support for three years Includes product upgrades and maintenance, hosting support and dedicated manpower support for a period of 3 years	Quarterly Progress Report	From six month after go-live	Proportionate Quarterly payment of the balance 20% of the quoted price

Documentations

The selected agency shall provide the following documentations in hard as well as soft copies:

- 1) Detail Project Plan
- 2) Fortnightly progress reports
- 3) System Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, Interface Specifications, application security requirements.
- 4) Training Manuals and literature
- 5) Systems Administration Manuals
- 6) User manuals
- 7) Installation Manuals
- 8) Operational Manuals
- 9) Maintenance Manuals
- 10) Security policy and procedure for software including Password security, logical access security, operating system security, data classification, and application security and data backups

Security Audit

It is the responsibility of the selected bidder to get the security audit done of the proposed solution with a Cert-In empanelled security auditor. The selected bidder would be required to share the complete details of the audits along with copies of all communication and bug reports / removal, written or otherwise.

Product Upgrades

The selected bidder shall provide UD&MA with all new versions, releases, and updates to all the Software provided during the Operations and maintenance period without any cost

Inspection and Testing

The inspection of installation of services shall be carried out to check whether the services are in conformity with that mentioned in the tender. The bidder will test all operations and accomplish all adjustments (tuning) necessary for successful and continuous operation of the systems to the satisfaction of the UD&MA.

The acceptance test will be conducted by WTL & UD&MA or any other person nominated by the Department, at its option. There shall not be any additional charges for conducting acceptance tests. The software should be complete. The bidder shall maintain necessary log in respects of results of the tests to establish to the entire satisfaction of the Department, the successful completion of the test specified.

In the event of software failing to pass the acceptance tests, a mutually agreed period (not exceeding 15 days) will be given to rectify the defects and clear the acceptance test, failing which the WTL reserves the rights to get the product replaced by the bidder at no extra cost to WTL.

Operations and Maintenance

The Successful bidder shall maintain and support the supplied software for a period of 3 years after the successful operational acceptance, including:

- * Three years maintenance for the software.
- * Resolution of errors/bugs (if any), software updates, changes in the software that may be necessary due to legal/statutory changes etc.
- * Providing all software updates and patches released by the OEM, update and patch management, resolution of any issues/problems with the solutions etc
- * Deploy adequate facilities management personnel to maintain the software as per the service level requirements including servicing /updating and maintenance of IT assets

Resourcing

- The successful bidder shall provide a dedicated project manager (onsite at UD&MA premises, though not required to be deployed full time) till successful and go live and appropriate handholding and training of the Building Plan Approval System solution.
- The successful Bidder shall identify a single point contact for UD&MA as a project manager for post go live period during the period of the contract that should be present for discussions, important meetings and should act as one point contact for UD&MA.
- A centralized helpdesk for Building Plan Approval System with Two (2) full time resource shall be deployed at UD&MA to help the officials with the following qualifications catering to the mentioned scope as below –
 - (One) 01 no. Minimum of MCA/BCA or equivalent Qualification with minimum 2 years experience in software applications.
 - (One) 01 no. CAD Drafts man with ITI/Diploma in Civil/Architectural Drafting with minimum 1 year of experience in building drawings and knowledge of CAD software for the following services on successful Go-Live of the entire software application for six months
 - Provide application training and handholding to new users or refresher training to old users to make onsite changes required at server and application level
 - Onsite testing of patches or new versions received from off-site before their deployment, database maintenance and back up management
 - Issues tracking and MIS Report generation
 - Application hosting support and back up

Hosting

Building Plan Approval System application will be hosted either on Cloud Enabled Platform or on Dedicated Server (Co-location) at WB State Data Centre. SDC is having Server Load Balancer & Web Access Firewall (WAF) for Server Load Balancing. The successful bidder shall configure and install the licensed software with all critical updates to be installed in the server on regular basis apprising UD&MA. The bidder shall provide the deployment architecture both on Cloud Enabled Platform & Co-located hosting at SDC list of the hardware, system software and supporting software requirements for the deployment of the solution keeping in consideration SLA parameters for the application. OpenStack Framework based Cloud Enabled Platform of SDC is equipped with both of Redhat Platform with PostgreSQL RDBMS or Maria DB & Windows Platform with MS-SQL server

Operational Acceptance

Successful completion of the contract will be gauged through a series of formal acceptance tests performed on all aspects of the system/sub systems:

- 1) Bidder must host the services from the WB State Data Centre using Cloud enabled platform or through physical server.
- 2) In the go-live phase, Bidder will have to manage and roll out a beta stage where the system will be made available and restricted only to the users in the department through an appropriate mechanism on the web, and conduct user acceptance testing of the System based on test cases developed by the Bidder in consultation with UD&MA and validated by UD&MA. Based on the test results, required changes will be carried out and tested. Post this, software for automated building plan approval will be officially launched and operational acceptance will be complete.

Final Acceptance of the Application

At the end of the Building Plan Approval System application acceptance period, UD&MA will acknowledge complete application acceptance in writing and approve it for Go-Live. This, however, will happen upon completion of the following:

- a. All required activities as defined in the bid document including all changes agreed by UD&MA and delivered by the successful bidder and accepted by UD&MA.
- b. All required training as defined in this bid document and delivered by the successful bidder and accepted by UD&MA.
- c. All identified shortcomings/defects in the complete satisfaction.

Building Plan Approval System Application Training:

The bidder must provide the training and documentation for all users of the system across the UD&MA.

The following activities need to be performed by the bidder as part of Training Documentation:

- a. Defining overall training requirements in consultation with UD&MA.
- b. Preparation of training plan, schedule etc.
- c. Preparation of training guides/user manuals for the application and installation manual and administration manual.
- d. Documentation to be provided to UD&MA in electronic medium and Booklet in binding form.
- e. Bidder is required to provide training manuals and video tutorials for all the modules and applications of the customized solution as per the UD&MA requirements. The manuals should be updated as and when features/ functionalities in the system changes.
- f. Based on the skills of the users, the bidder has to provide comprehensive training, recommend approach for the same.
- g. Bidder is required to provide application software training to end user.
- h. Following is the Indicative Training Schedule:

Training for (Indicative Only)	Period (Indicative Only)
Senior Management	One day
Middle Management	Two day
Other Senior Management	Three day
Other End Users	Three day

Training for(Indicative Only)	Training on:
Senior Management	Application usage
	MIS report analysis

Secretary, Superintending Engineer, Architect, Executive Engineers.	Query/Search generation
Middle Management	Application usage
Building Official, Assistant Engineers, Junior Engineers, Building Inspectors	MIS report analysis
	Query/Search generation ,Data Validation
Training for(Indicative Only)	Training on:
Other Senior Personnel	Application usage
Surveyors, Section Officers, Desk Officers	Query/Search generation
	System start-up/shutdown
	Procedures
	Issue resolution processes
Other End Users	Application usage
Other staff involved in the procurement process across various departments	Query/Search generation
	System start-up/shutdown
	Procedures
	Issue resolution processes

Note: Any of the above activity needs to be reviewed and approved by UD&MA.

A detailed training schedule, including the dates, areas to be covered, time and the training Literature (to be supplied to WTL & UD&MA) at various stages of the cycle will be agreed to by both parties (WTL and the successful bidder) during the performance of the Contract.

Data Ownership:

All the data created as the part of the project shall be owned by UD&MA. The Service Provider shall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the Service Provider only to the personnel working on the projects and their names & contact details shall be shared with UD&MA in advance. UD&MA its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the Service Provider to data / system security.

Service Level Agreement

The successful bidder has to comply with below-mentioned SLAs to ensure adherence to quality, security and availability of service. The bidder should provide adequate tools required to capture the data for SLA verification and will submit the SLA reports on the monthly basis to UD&MA.

Resolution Time

Definition: Time in which a complaint /query is resolved after it has been reported by UD&MA to the post go-live support team of the successful bidder.

Service Level Requirement: Each query will have a different impact on the business functionality so it has been categorized as follows:

Priority Level 1 (L1): Queries regarding issues that have the greatest business impact wherein the user is not able to perform his/her regular work
For example: unable to log into the system due to errors in software.

Priority Level 2 (L2): Queries regarding issues that have medium business impact wherein the user is partially able to perform his/her regular work.

For example: user is able to log in and perform most of his normal work, but can't approve a certain document on screen.

Priority Level 3 (L3): Queries regarding issues that have the least/no business impact involving cosmetic changes.

For example: change of character font on screen etc.

The successful bidder should provide service within following timeline:

Type of Query	Maximum Resolution time allowed
L1	One Working Day
L2	Two Working Day
L3	Three Working Day

Measurement: The service level would be defined in the number of days calculated from of Service the date and time of logging the call/raising the request with the successful **Level** bidder.

Parameters:

Penalty for non- achievement of SLA

Delay of every business day would attract Penalty per day as per:

1. For **L1** = three X Per day Penalty
2. For **L2** = two X Per day Penalty
3. For **L3** = one X Per day Penalty
4. The total penalty generated is product of the number of days and per day penalty, as defined in the project contract. The penalty would be calculated on quarterly basis and would be adjusted from the quarterly payment. The Penalty per day is Rs. 5,000/-

Penalties shall not be levied on the successful bidder in the following cases:

- i. The noncompliance to the SLA has been solely due to reasons beyond the control of the successful bidder.
- ii. There is a Force Majeure event affecting the SLA, which is beyond the control of the successful bidder.

Application Performance Requirement:

- Average Application Response Time during peak usage hours as measured within the server environment shall not exceed 2 seconds (The list of critical business functions and peak usage hours will be identified by UD&MA during the Supply and System Integration Phase).
- The standard query (which includes complex and joint queries) response time for the application shall be maximum upto 3 Seconds.
- The average application response time of each page should not be more than 5 Seconds.

Development SLA:

The deliverables shall be completed as per the timelines mentioned in the **Section - Timelines, Deliverables & Payment Schedule**. Following shall be the penalty for non-achievement of the SLA.

- Delay of every week would account to a penalty of INR15,000.
- The penalty during the implementation and Go Live would be deducted from the payment to be made from the respective deliverables.
- The penalty would be limited to 1% of the total value of the respective deliverables
- Once the maximum penalty limit has reached against respective deliverables, UD&MA has the right to call for annulment of the contract after due intimation to the bidder.

Performance Guarantee

On receipt of the Letter of Award the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 10% 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 month more than the warranty period.

Other deliverable

1. After customization of CAF based Online Single Window System Software & all other software deliverables in accordance with the approved requirements specifications, Department of UD&MA ,GoWB will be the absolute owner(proprietor) of the “customized CAF based Online Single Window System Software & all other software deliverables” and Source code of the “Customized CAF based Online Single Window System Software & all other software deliverables” will be delivered to Department of UD&MA,GoWB. Department of UD&MA ,GoWB will have sole right to maintain and use of the “Customized CAF based Online Single Window System Software & all other software deliverables” forever.
2. The Software CAF Based Online SWS is capable to handle MBC(Municipal Building Committee) cases , pre-mentioned , pre-specified building rule relaxations and Permit Fees waiving on special ground and CAF(1X) cases if required.
3. Online Building Permission System should have provision to generate CC &OC certificate along with all applicable agency integration with requisite fees .
4. Dashboard should have online tracking of application that includes every event update from submission of application up to sanction stage. It is aligned with WBRTPS act.
5. Standard cause of rejection may be captured in every stage of sanction for UDMA and other agency.
6. E-intimation for joint site inspection under CAF
7. Provision for Consolidated Demand and payment for all stakeholders along with external and internal agency for CAF
8. Change request resolution matrix table should be included.
9. Major and minor Change Request (CR) must be taken care by Bidder during maintenance period. All modification,CR's are to be incorporated in technical document like SRS, process flow etc.Source will be updated accordingly.
10. Bidder is required to hand over source code to Department of UD & MA after 6 months from the date of successful implementation of entire system.

SECTION – B**ELIGIBILITY CRITERIA**

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as pre-qualification criteria for Bidder interested in undertaking the project. The Bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the system implementation and support services sought by the State for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the tender document. The invitation to bid is open to all Bidders who qualify the eligibility criteria as given below:

Table: Eligibility criteria

S. No.	Clause	Documents required
1.	The bidder (prime) should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs. 5,00,000.00 (Rupees Five Lakhs)	<p>The bidder shall furnish EMD of Rs. 5,00,000/- (Rupees Five Lakh only) by transferring the amount electronically to the undernoted Bank Account.</p> <p>ACCOUNT NAME: WEBEL TECHNOLOGY LIMITED BANK NAME: SYNDICATE BANK CURRENT A/C NO.: 95981010003870 IFS CODE: SYNB0009760 MICR: 700025048</p> <p>The bidder has to intimate the details of Remittance such as Tender No. / Tender Date / EMD Amount / UTR No. of Transaction(s) / Transaction Date, etc. through email to Mr. Rupak Roy – (rupak.roy@wtl.co.in) and copy to Mr. Arunava Saha – (arunava.saha@wtl.co.in) & Ms. Anita Dey – (anita.dey@wtl.co.in) prior to the opening of the bid. The bidder shall also furnish the details of EMD submission in the bid document. In absence of payment details prior to Bid Opening, then the bid will be considered as invalid bid. Any bid not accompanied with the EMD shall be rejected. The bidders are also requested to furnish the Bank Account details (Name of the Bank, Account Number, IFS Code, etc.) for refund of EMD in case of unsuccessful bidder. Any bid not accompanied with the EMD shall be rejected. The validity of EMD instrument will be initially 3 months, have to extend, if required.</p>
2.	<p>The Bid can be submitted by an individual company or a consortium.</p> <p>In case of consortium applicant, consortia</p>	<p>“Consortium” shall mean more than one company (Maximum two) which joins with other companies of complementing skills to undertake the scope of work defined in this RFP. In case of consortium</p>

S. No.	Clause	Documents required
	shall submit a valid Memorandum of Understanding (MOU)/agreement.	the same shall not consist of more than Two companies/ corporations, including the prime bidder. 1. Memorandum of Understanding (MOU)/agreement among the members signed by the Authorized Signatories of the companies dated prior to the submission of the bid to be submitted in original. 2. The MoU/agreement shall clearly specify the prime bidder, stake of each member and outline the roles and responsibilities of each member.
3.	Bidder (prime) or consortium partner should have experience of at-least 3 projects of Automated Building Plan Approval System at least for a period of one year as on 30.9.2020 out of which at least one project implemented by Prime Bidder must have CAF based Online Single Window System for Building Plan Approval System in India with integration with external/internal NOC issuing agencies/authorities through secured API Web Services or external console/ Web interface	Certificate of incorporation. Supporting documents /credentials for implementation & deployment of Common Application Form (CAF) based Online Single Window System for Building Plan Approval System in India with integration with external/internal NOC issuing agencies/authorities through secured API Web Services or external console/ Web interface supported by successfully completion certificate issued by the client. Work Orders confirming year and area of activity. Memorandum and Articles of Associations.
4.	The Prime bidder or Consortium partner's auto Scrutiny software must have wide deployment of over 100 nos Development Authorities /Urban Local Bodies /Municipalities /Corporation across India	Provide details of implementation & Work Orders placed
5.	Bidder (prime) must have ISO 9001:2015 certification	Valid Copy of Certificate
6.	The bidder (prime) should have an average turnover of minimum Rs. 2 Crores the last three financial years 2017-18, 2018-19 & 2019-20	Copy of the audited profit and loss account of the company showing turnover of the company for last three years.
7.	The bidder (prime) must have on its roll at least 20 technically qualified professionals in development of applications and database and be-spoke systems as on 31-03-20.	Certificate from bidders HR Department for number of Technically qualified professionals employed by the company.
8.	The Bidder and/or all/any consortium partners shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies, as on Bid Submission date.	Declaration in this regard by the authorized signatory of the prime bidder

S. No.	Clause	Documents required
9.	The bidder (prime) should have an office in the state. However, if the local presence is not there in the state, the bidder should give an undertaking for establishment of an office, within two months of award of the contract and the local office should be equipped with the adequate resource to provide L2/ L3 level support as and when would be required.	Relevant Documents or Undertaking signed by the Authorized Signatory
10.	The bidder should submit an acceptance of Terms and Conditions contained in the RFP document.	Declaration in this regard by the authorized signatory of the prime bidder should be attached.
11.	The bidder should submit valid GST registration certificate and Permanent Account Number (PAN) issued by income Tax department.	Copy of each registration should be provided.
12.	The bidder should submit a copy of the entire RFP document with every page signed by an authorized signatory of the Bidder	Signed RFP copies (both volumes)
13.	The bidder should submit power of attorney certifying the authorized signatory.	Power of Attorney executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender.
14.	Bankruptcy and Insolvency: Bidder should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons as on date of the submission of bid	Undertaking to be submitted

Note: In the event of a consortium, one of the partners shall be designated as a "Prime Bidder". The bidder (prime) of the consortium shall be an Information Technology Company/ IT System Integrator. Every member of the consortium shall be equally responsible and jointly liable for the successful completion of the entire project.

In Consortium all the members shall be equally responsible to complete the project; however prime bidder shall give an undertaking for successful completion of the project. In case of any issues, prime bidder would be responsible for all the penalties.

A bidding company/ corporation cannot be a part of more than one Consortium. Any Member of consortium cannot bid separately as a sole bidder. The bidder (all consortium partners) must have Company registration certificate, Registration under labor laws & contract act, valid VAT/ Sales Tax Registration Certificate, valid Service Tax Registration Certificate and Income Tax Return with Audit Report from CA. Bidder shall provide an attested copy of all the above mentioned certificates along with this bid document.

SECTION – C**DATE AND TIME SCHEDULE****Table: Time Schedule**

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online)(Publishing Date)	30.10.2020 , 11.00 Hour
2	Documents download/sale start date (Online)	30.10.2020 , 11.00 Hour
3	Last Date and time of sending the queries (Online)	02.11.2020 ,upto 16.00 Hour
4	Pre Bid Meeting (Online-Virtual) (Meeting Link will be sent on 02.11.2020 at 17.30 Hour only to those prospective bidders who have credential for implementation of CAF based Online Single Window System for Building Plan Approval System in India with integration with external/internal NOC issuing agencies/authorities as per BRAP reforms/EODB Compliance)	03.11.2020 at 11.00 Hour
5	Corrigendum, if any will be published (On Line)	05.11.2020
6	Bid Submission start date & time (On line)	30.10.2020 at 12.00 hour
7	Last Date & time of submission of Earnest Money Deposit through electronic transfer to Webel Technology Ltd	10.11.2020 upto 12.00 hour
8	Bid Submission closing date & time (On line)	10.11.2020 upto 14.00 hour
9	Bid opening date & time for Technical Proposals (Online)	11.11.2020 upto 14.00 hour
10	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	11.11.2020
11	Date for opening of Financial Bid (Online)	12.11.2020

SECTION – D

INSTRUCTION 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 contractor within 7 days of issuance of the Letter of Award.

“Agreement” means the Agreement to be signed between the successful bidder and Webel Technologies Ltd (WTL) including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

“Bidder” means any firm offering the 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 with whom Webel Technologies Ltd (WTL) signs the agreement for supply, install, commission and render services for the systems.

“Contract” is used synonymously with Agreement.

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

“Contractor” 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.

“Installation” Shall means installation of supplied Hardware, System Software, Software and associated accessories, implementation and integration of achieve functional objective define in the RFP.

“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 the Webel Technologies Ltd (WTL) and eventually 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” / “Government. Of W. Bengal” means the Government of West Bengal.

“GoI” shall stand for the Government of India.

“GoWB” means Government of West Bengal

“Installation” means that the laying down and installation of the Solution in accordance with this Contract.

“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 job related to Development, Customization, Deployment, Implementation, Integration, Training, Hand Holding and Operation & Maintenance Support of Common Application Form (CAF) based Online Single Window System (SWS) for granting construction permit with the features as per the specified scope of work including all the necessary technical, functional as well as security related aspects of the entire services with integration of 19 external authorities (11 State Govt. & 8 other than state Govt.) with implementation of different reforms points under SBRAP and DBRAP 2020-21 in EoDB for Department of Urban Development & Municipal Affairs, Govt. of West Bengal.

“Project Plan” means the document to be developed by the Contractor and approved by WTL, based on the requirements of the Contract and the Preliminary Project Plan included in the Contractor’s bid. For the sake of clarity, the Agreed and Finalized Project Plan” refers to the version of the Project Plan submitted by the contractor after receiving the letter of Award and the same approved by Webel Technology Ltd. The project plan may be changed/ modified during the course of the project. Should the Project Plan conflict with the provisions of the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

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

“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.

"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.

“Department of UD&MA” mean Department of Urban Development & Municipal Affairs.

“Service” means provision of Contracted service viz., operation, maintenance and associated services for DEPLOYED SYSTEMS as per Section titled “Scope of Work”

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

"Uptime" means the time period when specified services are available with specified technical and service standards as mentioned in section titled WARRANTY SUPPORT” "%Uptime" means ratio of 'up time' (in minutes) as mentioned in section titled “Warranty support”

"Service Down Time" (SDT) means the time period when specified services with specified technical and operational requirements as mentioned in section titled “WARRANTY SUPPORT” are not available to Gov. of W. Bengal and its user departments and organizations.

“WTL” means Webel Technology Limited a Government. of W. Bengal undertaking.

2. PRE BID MEETING

Pre Bid Meeting (virtual) will be held on 03.11.2020 at 11.00 hrs Bidder can send their queries as per format to Manager (Purchase) (arunava.saha@wtl.co.in) and copy to Mr. Sunit Bhattacharya (sunit.bhattacharya@wtl.co.in), Mrs. Saswati Bharati Kundu (saswati.wtlprojects@wtl.co.in, and Mr. Niharendra Choudhury (niharendra.choudhury@wtl.co.in). Only the queries received within the stipulated date prior

to the Pre Bid Meeting will be answered. The entrance to the Pre Bid Meeting will be limited to two persons per bidder and carrying valid authorization letter on official letter head bearing company seal.

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 BID

As per the bidding process available in the tender.

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)

The bidder shall furnish EMD of Rs. 5,00,000/- (Rupees Five Lakh only) by transferring the amount electronically to the undernoted Bank Account.

ACCOUNT NAME: WEBEL TECHNOLOGY LIMITED

BANK NAME: SYNDICATE BANK

CURRENT A/C NO.: 95981010003870

IFS CODE: SYNB0009760

MICR: 700025048

The bidder has to intimate the details of Remittance such as Tender No. / Tender Date / EMD Amount / UTR No. of Transaction(s) / Transaction Date, etc. through email to Mr. Rupak Roy – (rupak.roy@wtl.co.in) and copy to Mr. Arunava Saha – (arunava.saha@wtl.co.in) & Ms. Anita Dey – (anita.dey@wtl.co.in) prior to the opening of the bid.

The bidder shall also furnish the details of EMD submission in the bid document. In absence of payment details prior to Bid Opening, then the bid will be considered as invalid bid. Any bid not accompanied with the EMD shall be rejected.

The bidders are also requested to furnish the Bank Account details (Name of the Bank, Account Number, IFS Code, etc.) for refund of EMD in case of unsuccessful bidder.

Any bid not accompanied with the EMD shall be rejected. The validity of EMD instrument will be initially 3 months, have to extend, if required.

10. 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.

11. 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.

12. 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.

13. CONTRACT EXECUTION

On receipt of the Letter of Award the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 10% 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 month 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. INFORMATION PROVIDED

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not

to enter into a contract or arrangement with WTL in relation to the provision of services. Neither WTL nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

15. FOR RESPONDENT ONLY

The RFP document is intended solely for the information to the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.

16. COSTS BORNE BY RESPONDENTS

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by WTL, will be borne entirely and exclusively by the Recipient / Respondent.

17. NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients / Respondents and WTL until execution of a contractual agreement.

18. ERRORS AND OMISSIONS

Each Recipient should notify WTL of any error, omission, or discrepancy found in this RFP document.

19. ACCEPTANCE OF TERMS

A Recipient will, by responding to WTL RFP, be deemed to have accepted the terms as stated in the RFP. Except for suggestion/deviations recommended by the bidders with necessary justification, will be acceptable only, if the technical committee to be considered during evaluation process.

20. TIME SCHEDULE FOR COMPLETION

Project Timeline as given in Scope of Work (Section – A).

21. LIQUIDATED DAMAGE

The job includes the supply and installation of materials 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 contractor 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 (including 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 contractor and PBG will be invoked.

22. 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, regard less of the basis on which WTL is entitled to claim damages from the Contract or(including fundamental breach, negligence, misrepresentation, or other contractor to reclaim),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
- 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 Contract or here under.

23. PATENTS & COPYRIGHT

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

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

Remedies: If such a claim is made or appears likely to be made, WTL would permit Contractor 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 Contractor determines that none of these alternatives is reasonably available, WTL agrees to return the product to Contractor on Contractor's written request. Contractor 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 Contractor (Program) the amount paid by WTL or 12 months charges (which ever is lesser) and for materials the amount paid by WTL for the materials. These will be Contractor's entire obligation regarding any claim of infringement.

24. SUSPENSION OF WORK

WTL shall have the power at any time and from time to time by notice to the Contractor 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 contractor shall forthwith suspend further progress of the work until further notice from WTL. The Contractor 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.

25. TERMS OF PAYMENT

The payment terms will be on back-to-back basis as per milestone based achieved within the life cycle and AMC phase of the project. i.e., payment will be made only on receipt of payment from relevant customer, i.e., Urban Development & Municipal Affairs, Department, Government of West Bengal.

26. GOVERNING LAWS

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

27. 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 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.

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or System Integrator, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or System Integrator shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Applicant or System Integrator, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (i) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical System Integrator/ adviser of the Client in relation to any matter concerning the Project;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (iv) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (v) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

28. 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.

29. 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 contractor, is payable, then this should be done by the Contractor. 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 Contractor. WTL shall not be bound to contest any claim made against the Contractor in respect of workmen's compensation.

30. CONTRACTOR'S EMPLOYEES

The Contractor 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 Contractor must ensure that he complies with PF, ESI regulation for all his deployed employees. The Contractor shall see that all authorized Sub Contractors under him similarly complied with the above requirement.

31. SAFETY MEASURES

The Contractor shall in the course of execution of the work take all necessary precaution for the protection of all persons and property. The Contractor 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 contractor in taking proper precautionary measures the contractor 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.

32. EQUIPMENT

All tools & tackles necessary for the work shall have to be procured by the contractor unless otherwise specified elsewhere in these tender documents. The equipment used by the contractor for a particular work must be appropriate for the type of work. The contractor shall maintain the equipment used on the work properly so that they are in good working condition. In no case shall the contractor use defective or imperfect equipment in the work. The contractor 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.

33. SUB-CONTRACT

The purchaser (WTL) does not recognize the existence of Sub-Contractors. The Contractor's responsibility is not transferable.

34. 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 contractor, terminate the order in whole or in part. If the contractor 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 (development, implementation/deployment, training and delivery, commissioning as well as warranty maintenance support and post AMC support viz.) is not

carried out according to scope & specification due to deficiency in service as per terms of the contract. In such case WTL will invoke the amount held back from the contractor as PBG.

35. BANKRUPTCY

If the contractor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, WTL shall be at liberty to terminate the engagement forthwith without any notice in writing to the contractor or to the liquidator or receiver or to any person in whom the contractor may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by WTL.

36. 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 up to 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.
- Give rise to any claim for 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.

37. INSURANCE COVERAGE

Appropriate insurance to cover all solution components for the transit period and until the time of its acceptance at the respective site is to be taken by the contractor. As the contractor will carry the risk for the material in his books during transit, the contractor should arrange insurance for the total system as period from the dispatch till Acceptance Test is successfully

achieved. Further the contractor is to take all required insurance coverage in respect of all its personnel who shall be working on this engagement.

38. WARRANTY

The Contractor will warranty that products (i.e. Hardware / System Software) supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The Contractor would be responsible for the upkeep and maintenance of the infrastructure and necessary deliverables under the scope of work during the entire warranty period, i.e. 36 months from the date of final acceptance of the system by the customer. The Contractor shall not, without the express prior written consent of WTL, assign to any third party of the contractor part thereof. Service support for the entire warranty period will be onsite and comprehensive (including spares) and free of cost for the entire warranty period. The Selected Bidder would also be responsible for the up keep, maintenance; rectifications of defects, wear and tear of the infrastructure procured from the OEM during the entire period of contract and provide WTL with copies of warranty and AMC certificates for all equipment, valid for the entire period of the contract. The selected bidder will also ensure that license of any third party application, if supplied by the bidder will be given to the Government of West Bengal in perpetuity

39. WARRANTY SUPPORT

The total system will be warranted against bad workmanship and manufacturing defects from the date of acceptance of the system whole or part. Service support for the entire warranty period will be onsite and comprehensive (including spares and all other support) and free of cost for the entire warranty period. The bidder should have a call centre in Kolkata. The contact details of the call centre must be furnished along with the bid. Any call logged with the service centre must be given a running docket number to the person reporting the call. Maximum response time – Next Business day. Call resolution time – 48 hrs maximum. If the uptime goes below the prescribed limit in any quarter, the same will be noted. At the scheduled end of the warranty period the total of such deviation will be done and the contractor will have to extend the warranty support by the default time. Penalty shall be deducted for deviation of warranty support.

40. PERFORMANCE BANK GUARANTEE (PBG)

On receipt of the Letter of Award the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 10% 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 month more than the warranty period.

41. CONTRACTOR'S RESPONSIBILITIES

Refer **Section – A** (Scope of Work)

42. 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.

43. GRAFTS, COMMISSIONS, GIFTS, ETC.

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

damage to WTL resulting from any cancellation. WTL shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under contract.

44. 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.

45. 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.

46. 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 Licence, 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.

47. 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.

48. 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.

49. LATE BID

Any proposal received by WTL after the deadline for submission of proposals may not be accepted.

50. 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.

51. 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.

52. 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 incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

53. BID CURRENCIES

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

54. PRICE

- Price should be quoted in the BOQ format only. No deviation 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 delivery/supply, installation & commissioning charges.

55. CANVASSING

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

56. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

57. 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.

58. 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.

59. 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.

60. 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.

61. PREPARATION OF TENDER

Tender shall be submitted in accordance with the following instructions:

- 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.

62. PRE-DISPATCH INSTRUCTION

All materials / equipments supplied against the purchase order shall be subjected to inspection, check and /or test by the authorized representative from WTL.

63. FINAL INSPECTION

Final inspection will be carried by the authorized representative from WTL.

64. LOCATION OF DELIVERY, INSTALLATION & COMMISSIONING

West Bengal State Data Centre (SDC), 2ndFloor, Monibhandar, Webel, EP&GP Block, Salt Lake City, Sec-V, Kolkata-91.

65. 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.

66. COMPLIANCE WITH LAW

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

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

67. 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.

68. QUALITY CONTROL

- The contractor is obliged to work closely with WTL act within its authority and abide by directive issued by them on implementation activities.
- The contractor will abide by the safety measures and free WTL from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their

negligence. The bidder will pay all indemnities arising from such incidents and will not hold WTL responsible.

- The contractor will treat as confidential all data and information about the system, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of WTL.
- WTL reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. WTL shall have engineers, inspectors or other duly authorized representatives made known to the contractor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of WTL does not relieve the contractor of the responsibility for quality control in all phases.
- 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.

69. DEEMED ACCEPTANCE

Deliverables will be deemed to be fully and finally accepted by Department of UD&MA,GoWB in the event Department of UD&MA,GoWB has not submitted such Deliverable Review Statement to Bidder/Implementation Partner before the expiration of the 30-days review period, or when Department of UD&MA,GoWB uses the Deliverable in its business, whichever occurs earlier ("Deemed Acceptance").

70. CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the System Integrator who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

71. 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 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.
- 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.

72. MISCELLANEOUS

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

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

- (i) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Applicant in order to receive clarification or further information;
 - (iii) retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
 - (iv) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
 - All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the System Integrator, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the System Integrator to Client in relation to the project shall be the property of Client.
 - The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

73. Criteria for Evaluation of Bids

- A two-stage procedure will be adopted for evaluation of proposals, with the pre-qualification being completed before the technical evaluation and thereafter financial proposals being opened and compared. Pursuant to the pre-qualification criterion Bidders will be short-listed for technical bid. Technical bids will be opened only for the Bidders who succeed the pre-qualification criterion. The technical bids for the disqualified Bidders will be returned unopened at the address mentioned on the envelopes containing the technical bid.
- WTL will review the technical bids of the short-listed Bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.
- The commercial bids for the technically qualified Bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive.
- The evaluation will be made on the basis of least cost.
- Conditional bids are liable to be rejected.

73.1 Criteria for Evaluation and Comparison of Pre-qualification Bids

- The Bidder shall be liable for adherence to all provisions of this Agreement. The Pre-Qualification proposal will be evaluated using the checklist given

73.2 Criteria for Evaluation and Comparison of Technical Bids

- Technical proposal of only those bidders will be opened and evaluated who meet all the pre-qualification criteria.
- The evaluation committee will evaluate the Technical Proposals on the basis of the technical evaluation criterion as provided below.
- Technical bids will be reviewed for determining the technical capability of the Bidder for the Project and to ascertain Compliance of the Technical bids with the RFP terms and conditions, technical requirements and scope of work as defined in this RFP.

73.2.1 Financial Bid Evaluation

- The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- Any conditional bid would be rejected.
- Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
- If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- The lowest quoted price of the financial bid amongst the technically qualified bidders will be declared L1 bid.
- In the event that there are 2 or more bidders having the same value in the financial bid, the bidder with better technical solution with higher credential will be adjudicated as the "Best responsive bid" for award of the Project.

73.3 Appointment of bidder

73.3.1 Award Criteria

WTL will award the Contract to the successful bidder whose financial proposal is the lowest and would consider it as substantially responsive as per the process outlined above.

73.3.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

WTL reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for WTL action.

73.3.3 Notification of Award

Prior to the expiration of the validity period, WTL will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, WTL may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, WTL will notify each unsuccessful bidder and return their EMD.

73.3.4 Contract Finalization and Award

The WTL shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.

WTL may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly total contract value may change on the basis of the rates defined in the financial proposal.

73.3.5 Performance Guarantee

The WTL will require the selected bidder to provide a Performance Bank Guarantee, within <21> days from the Notification of award, for a value equivalent to <10%> of the total cost of ownership. The Performance Guarantee should be valid for a period of <38 months>. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the WTL at its discretion may cancel the order placed on the selected bidder without giving any notice. WTL shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or WTL incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

73.3.6 Signing of Contract

After the WTL notifies the successful bidder that its proposal has been accepted, WTL shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between WTL and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

73.3.7 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event WTL may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, the WTL shall invoke the PBG of the most responsive bidder.

73.3.8 Confidentiality of the Document

This Tender Document is confidential and the Bidder shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

73.4 Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

73.4.1 Pre-Qualification Rejection Criteria

- Bids submitted without or with improper EMD.
- Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- Bids received by the SIA after the last date prescribed for receipt of bids.
- Bids without signature of person (s) duly authorized on required pages of the bid
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

73.4.2 Technical Rejection Criteria

- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.

- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with Scope of work and Service Level Agreements of this tender.
- If the bid does not confirm to the timelines indicated in the bid.

73.4.3 Commercial Rejection Criteria

- Incomplete Price Bid
- Price Bids that do not conform to the Tender's price bid format.
- Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

73.5 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. The SIA will not take any responsibility towards this. However, SIA may provide necessary assistance, wherever possible, in this regard.

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: _____.

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/_____/_____ dated _____.2020, 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, equipment and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
4. Earnest Money Deposit: We have transferred EMD electronically for a sum of Rs._____-/- (UTR No. . _____ Transaction dated _____).
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.

Dated, thisday of2020

Thanking you, we remain,

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

Signature & Authorized Verified by

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

SECTION – F

GUIDANCE FOR E-TENDERING

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

1. **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.
2. **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 Center (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.
3. 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.
4. **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.
5. **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 Document1 (scanned & join in pdf format then upload)

1. UTR No. of Transaction(s) / Transaction Date of Earnest Money Deposit (EMD)
2. Bid Form as per format

Technical Document2 (scanned & join in pdf format then upload)

1. NIT Declaration duly stamped & signed in bidder's letter head,

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

1. Technical & Compliance Statement

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)

Table: Document List

Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none"> • GST • PAN • Certificate of incorporation
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul style="list-style-type: none"> • Document supporting company profile
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> • Company Profile (Not more than 3 pages) • ISO 9001:2015 Certificate as required
C	CREDENTIAL	CREDENTIAL 1	3 Order copies
		CREDENTIAL 2	<ul style="list-style-type: none"> • Product brochure(in case of COTS) • Other documents, if any
D	DECLARATION	DECLARATION	<ul style="list-style-type: none"> • List of Clients as per format • Financial Capability of Bidder as per format
F	FINANCIAL INFO	P/L & BALANCE SHEET	P/L & BALANCE SHEET for 2017-2018, 2018-2019&2019-2020

SECTION – G**Guidelines for filling Response (Online)****Guidelines for Preparation of Pre-qualification Proposal [Part-IA]****Annual Turnover Details of the Bidder:**

Sl no	Years	Turn Over Details (In Rs)
1	2017-18	
2	2018-19	
3	2019-20	
	Average Annual Turnover (A+B+C)/3	

*Please include Audited Annual Statement/Auditor's certificate in the Annexure to the technical proposal

Other Pre-Qualification documents

S. No.	Clause	Documents required	Annexure in Technical Proposal	Page No. of the Annexure in Technical Proposal
1	The bidder (prime) should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs. 5,00,000.00 (Rupees Five Lakhs)	<p>The bidder shall furnish EMD of Rs. 5,00,000/- (Rupees Five Lakh only) by transferring the amount electronically to the undernoted Bank Account.</p> <p>ACCOUNT NAME: WEBEL TECHNOLOGY LIMITED BANK NAME: SYNDICATE BANK CURRENT A/C NO.: 95981010003870 IFS CODE: SYNB0009760 MICR: 700025048</p> <p>The bidder has to intimate the details of Remittance such as Tender No. / Tender Date / EMD Amount / UTR No. of Transaction(s) / Transaction Date, etc. through email to Mr. Rupak Roy – (rupak.roy@wtl.co.in) and copy to Mr. Arunava Saha – (arunava.saha@wtl.co.in) & Ms. Anita Dey – (anita.dey@wtl.co.in) prior to the opening of the bid. The bidder shall also furnish the details of EMD submission in the bid document. In absence of payment details prior to Bid Opening, then the bid will be considered as invalid bid. Any bid not accompanied with the EMD shall be</p>		

S. No.	Clause	Documents required	Annexure in Technical Proposal	Page No. of the Annexure in Technical Proposal
		rejected.The bidders are also requested to furnish the Bank Account details (Name of the Bank, Account Number, IFS Code, etc.) for refund of EMD in case of unsuccessful bidder.Any bid not accompanied with the EMD shall be rejected. The validity of EMD instrument will be initially 3 months, have to extend, if required.		
2	<p>The Bid can be submitted by an individual company or a consortium.</p> <p>In case of consortium applicant, consortia shall submit a valid Memorandum of Understanding (MOU)/agreement.</p>	<p>“Consortium” shall mean more than one company (Maximum two) which joins with other companies of complementing skills to undertake the scope of work defined in this RFP. In case of consortium the same shall not consist of more than Two companies/ corporations, including the prime bidder.</p> <p>3. Memorandum of Understanding (MOU)/agreement among the members signed by the Authorized Signatories of the companies dated prior to the submission of the bid to be submitted in original.</p> <p>4. The MoU/agreement shall clearly specify the prime bidder, stake of each member and outline the roles and responsibilities of each member.</p>		
3	Bidder (prime) or consortium partner should have experience of at-least 3 projects of Automated Building Plan Approval System at least for a period of one year as on 30.9.2020 out of which at least one project implemented by Prime Bidder must	Certificate of incorporation. Supporting documents /credentials for implementation & deployment of Common Application Form (CAF) based Online Single Window System for Building Plan Approval System in India with integration with external/internal NOC issuing agencies/authorities through secured API Web Services or external console/		

S. No.	Clause	Documents required	Annexure in Technical Proposal	Page No. of the Annexure in Technical Proposal
	have CAF based Online Single Window System for Building Plan Approval System in India with integration with external/internal NOC issuing agencies/authorities through secured API Web Services or external console/ Web interface	Web interface supported by successfully completion certificate issued by the client. Work Orders confirming year and area of activity. Memorandum and Articles of Associations.		
4	The Prime bidder or Consortium partner's auto Scrutiny software must have wide deployment of over 100 nos Development Authorities /Urban Local Bodies /Municipalities /Corporation across India	Provide details of implementation & Work Orders placed		
5	Bidder (prime) must have ISO 9001:2015 certification	Valid Copy of Certificate		
6	The bidder (prime) should have an average turnover of minimum Rs. 2 Crores the last three financial years 2017-18, 2018-19 & 2019-20	Copy of the audited profit and loss account of the company showing turnover of the company for last three years.		
7	The bidder (prime) must have on its roll at least 20 technically qualified professionals in development of applications and database and be-spoke systems as on 31-03-20.	Certificate from bidders HR Department for number of Technically qualified professionals employed by the company.		
8	The Bidder and/or all/any consortium partners shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or	Declaration in this regard by the authorized signatory of the prime bidder		

S. No.	Clause	Documents required	Annexure in Technical Proposal	Page No. of the Annexure in Technical Proposal
	blacklisted with any of the Government agencies, as on Bid Submission date.			
9	The bidder (prime) should have an office in the state. However, if the local presence is not there in the state, the bidder should give an undertaking for establishment of an office, within two months of award of the contract and the local office should be equipped with the adequate resource to provide L2/ L3 level support as and when would be required.	Relevant Documents or Undertaking signed by the Authorized Signatory		
10	The bidder should submit an acceptance of Terms and Conditions contained in the RFP document.	Declaration in this regard by the authorized signatory of the prime bidder should be attached.		
11	The bidder should submit valid GST registration certificate and Permanent Account Number (PAN) issued by income Tax department.	Copy of each registration should be provided.		
12	The bidder should submit a copy of the entire RFP document with every page signed by an authorized signatory of the Bidder	Signed RFP copies (both volumes)		
13	The bidder should submit power of attorney certifying the authorized signatory.	Power of Attorney executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender.		
14	Bankruptcy and Insolvency: Bidder should not be insolvent, in	Undertaking to be submitted		

S. No.	Clause	Documents required	Annexure in Technical Proposal	Page No. of the Annexure in Technical Proposal
	receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons as on date of the submission of bid			

****Please include the entire supporting document in the Annexure to the technical proposal.**

Guidelines for Preparation of Technical Proposal [Part-IB]

1. A printed covering letter, on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal for online bid submission through e-tender. In case the bidder edits the content of the proposal covering letter it will be treated as a non-responsive bid and shall be rejected.
2. The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical solution meets the requirements specified in the RFP. The technical proposal may not contain any pricing information. In submitting additional information, the bidder should mark it as supplemental to the required response.
3. Proposals must be direct, concise, and complete. Any information which is not directly relevant to this RFP shall be omitted. WTL will evaluate the bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
4. The bidder is expected to provide Bill of Materials (BoM) for the Supply and Commissioning of software solution for "Supply, Development, Customization, Deployment, Implementation, Integration, Commissioning, Training, Hand Holding of Common Application Form (CAF) based Online Single Window System (SWS) Portal for workflow for Building Plan Approval System integrated with CAD Scrutiny(unlimited license) for granting construction permit with the features as per the specified scope of work including all the necessary technical, functional as well as security related aspects of the entire services with integration of all external authorities (State Govt. & other than state Govt.) along with AMC for a period of 3 years from Go-Live" in Dept of UD&MA as part of the technical proposal without price quote.
5. The bidder shall fill in the technical response as per the template provided failing to which, the bid shall be treated as non-responsive and shall be rejected

Template for Technical Proposal Section A

Technical Proposal Response Letter

(To be submitted on the letterhead of the bidder)

{Location, Date}

To
Chief Executive Officer
Webel Technology Limited
Plot-5,Block-BP,Sector-V,Saltlake,
Kolkata-700091

Ref: RFP Notification number....

Subject: Submission of proposal in response to the RFP for Supply, Development, Customization, Deployment, Implementation, Integration, Commissioning, Training, Hand Holding of Common, Application Form (CAF) based Online Single Window System (SWS) Portal for workflow for Building Plan Approval System integrated with CAD Scrutiny(unlimited license) for granting construction permit with the features as per the specified scope of work including all the necessary technical, functional as well as security related aspects of the entire services with integration of all external authorities (State Govt. & other than state Govt.) along with AMC for a period of 3 years from Go-Live” in Dept of UD&MA

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification number.....for “Supply, Development, Customization, Deployment, Implementation, Integration, Commissioning, Training, Hand Holding of Common Application Form (CAF) based Online Single Window System (SWS) Portal for workflow for Building Plan Approval System integrated with CAD Scrutiny(unlimited license) for granting construction permit with the features as per the specified scope of work including all the necessary technical, functional as well as security related aspects of the entire services with integration of all external authorities (State Govt. & other than state Govt.) along with AMC for a period of 3 years from Go-Live” in Dept of UD&MA”

We have read the provisions of the RFP document and confirm that we accept these. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

1. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the date of opening of financial proposals.
2. We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
3. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
4. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
5. We understand you are not bound to shortlist/accept any or all the proposals you receive.
6. We hereby declare that we qualify and fulfill all the Prequalification criteria mentioned in the RFP.

Our correspondence details with regards to this proposal are:

Sr. No	Information	Details
1	Name of responding firm:	
2	Address of responding firm:	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4	Telephone number of contact person:	
5	Mobile number of contact person:	
6	Fax number of contact person:	
7	E-mail address of contact person:	
8	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)	
9	Details of Registration (Ref e.g., ROC Ref number)	

EMD Detail

UTR No. of Transaction(s) / Transaction Date,
Amount: Rs.5, 00,000/- (Five Lakhs Only)

We hereby declare that our proposal submitted in response to this RFP is made in good faith, and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[FIRM'S NAME]

Name

Title

Signature

Date and Stamp of the Signatory

Please include the compliance details in the Annexure to the technical proposal.

Section -B**Technical Specifications**

Following are the brief specifications of the Application which will meet the requirements of Department of UD&MA, GoWB

Bidders are requested to go through these requirements carefully. In order to reduce time for development and deployment, WTL expects that bidder should propose a software solution which meets at least 70% of the following requirements out of box and rest is configurable. A demonstration in support of the claims can be asked for, if required.

Sl. No.	Specifications	Yes/No/Customize	Reference Comments
1.0	Security System		
1.1	The CAF Based Online Line Single Window System should be able to Define Roles for all users in the work flow with integration with external/internal NOC issuing agencies/authorities through Webservices(REST or SOAP API) or through interface/console as applicable with provisioning of Single debit & Multiple Credit features for integration with payment gateway aggregator		
1.2	<p>Common application Form (CAF)-With the introduction of Online Building Permission System (OBPS) the applicant is required to apply for all NOCs through Common Application Form (CAF) only. Therefore, now no separate application is required for NOCs and applicant has to indicate at the time of applying for building permit, which NOCs are applicable.</p> <p>A Common application provided for the Single Window system will capture all the extensive information about the building proposal. The common application form will form the basis for further workflow and processing. Through this, the applicant shall be able to enter all the details related to the building permission and create an application for NOC/Remarks.</p>		
1.3	<p>Submission of Application</p> <p>The applicant has to attach necessary documents along with his application. The system will prompt to attach documents based on the information provided in the CAF by the applicant.</p>		
1.4	<p>Registration of Architects</p> <p>The proposed system is fully automated and does not have any manual intervention from uploading the file, till generation of scrutiny report. The application process towards registration of architects/professionals under UD& MA shall enable different stakeholders</p>		

	<p>such as Architects/Builders/Engineers to register with the Authority Online.</p> <p>The system will provide an interface for the applicants who intend to do business with the UD& MA. The applicants shall register with the Authority by providing their details, upon registering a username and password will be generated by the system.</p> <p>After registration of Professionals, the user ID and password shall be provided to registered users. The applicant shall login into the proposed Single Window System by providing their credentials and track the status of his application through the system</p>		
1.5	<p>Single Payment and Online Fee Calculator The system has logic to automatically calculate the fees for other departments required for NOC after submission of proposal for building permission based on predefined formula set by Authority.</p> <p>The system shall automatically generate Challan for payment. The Applicant shall make the payment online through the payment gateway</p>		
1.6	<p>Online Payment Facility System generates automatic demand notes which will be available in the Architect console. Architect/ applicant can pay the required fees online through the system. The system will also provide the interface of printing the tax receipt at counter for making offline/ online payments.</p> <p>The system will facilitate checking and assessing the fee charges on an application and facility to make payments using Payment Gateways.</p>		
1.7	The System should be able to Define rights to the application features for each of the roles		
1.8	The System should be able to provide log for Time and user stamping of each usage		
1.9	The System should be able to prevent unauthorized access to servers and network log should be maintained for all the transactions handled		
1.10	System Architecture should provide an end-to-end security model that protects data. Security System should be commensurate with the overall sensitivity of the database and contents Audit trail will be monitored.		
1.11	The system should have controls incorporated in to ensure that the databases are not tampered /altered/modified/deleted except updating the records		
1.12	Users should be allotted login user id and		

	password to fix up accountability for transactions carried out		
1.13	The system should support digital Signatures to make the document and certificates authentic. Various database level security provisions should be implemented		
1.14	The System should ensure security of the Plans approved by authorities used by the system. This will include storing approved files which will be non-editable, storing the approval information in database in secured manner		
1.15	Security System to prevent activities like hacking in the Database should be suggested		
2.0	Technical Architecture of the System Software		
2.1	The backend should be one of the leading and proven RDBMS (preferably PostgreSQL /MariaDB /MS-SQL) (* the Cloud enabled platform of WB State Data Centre provide Postgre SQL /Maria DB for Redhat Platform and MS SQL for Microsoft platform))		
2.2	The software should have its own MIS report generation and to be integrated with master MIS dashboard. The existing report system has to be studied and modified if necessary		
2.3	The system should be able to incorporate the sanctioning order including the relevant application numbers, date in the soft copy itself after the plan is sanctioned which is full proof and shall not be able to be tampered or altered by any body		
2.4	The system should be able to create a comprehensive decision support system based on transaction date		
2.5	The software shall read the soft copies of the drawings submitted in CAD format and validated it for requirements of UD&MA. If the proposals in the drawings are not as per permissible rules and regulations ,the software shall indicate the errors and give a report for rectification		
2.6	The Online Single Window System software for Building Plan Approval System software shall be Common Application Form (CAF) compliant web based and shall be used concurrently in as many locations at which accessed.		
2.7	The Online Single Window System software for Building Plan Approval System software shall be Common Application Form (CAF) compliant web enabled and built on 3 tier internet architecture and shall be accessible to all official locations over a Broadband /VPN /Leased Line connection. The Software architecture shall allow clustering to ensure scalability as the usage of system keeps		

	increasing over time. WTL shall reserve the right to deploy additional servers (Physical or Virtual Machine) on an as -required basis in WB State Data Centre		
2.8	Some data as desired by Dept of UD&MA shall also be accessible to citizens directly through internet		
2.9	An On-line help module should be available which shall provide detailed help for each process/report of the Application		
2.10	The proposals should be acknowledged from clients and site visit dates and further approval schedule is to be given to the architects/client on the spot. An SMS /eMail may also to be sent to architect and concerned Field staff .If there is any cancellation on site visit they may be informed through SMS to avoid unnecessary wastage of time		
2.11	The acknowledgement letters approval letters ,deviations or the rejection letters should be system generated		
2.12	The approval workflow should be as per the work flow being followed by various actors of Department of UD&MA's hierarchy and work flow rules should be flexible enough to change as desired		
2.13	Related MIS and exceptional reports should ne development based on the plans passed. Pending proposals, Delayed approvals and revenue generated etc. as per requirement of Department of UD&MA, GoWB		
3.0	Automation of Building Bye Laws: The architect's /Copy in CAD should be mapped with the building development controls rules of the West Bengal Municipality Act & rules 2007 & amendment 2016. A module /utility should be developed and provided for the Architects for preparation of plan as per the requirement of the software. This utility could be an online resource available to Architects accessible through authentication. An automated scrutiny report indicating the required /permissible parameters and the proposed parameters should be evaluated by this module /utility. These reports are later sent to higher authorities for approval and make the approval status available online. The client/Architect should be able to review the status of approval online.		
3.1	There should be uniformity in Approval process throughout Dept. of UD&MA with proper status tracking of the proposals.		
3.2	Architect/Client's line drawing in CAD should be read and area calculation sheet is to be system generated to eliminate the human errors		
3.3	An Automated Scrutiny report indicating the		

	required /permissible parameters and proposed parameters is to be tabled including status of each rule whether passed or failed		
3.4	There should be system generated list highlighting the entities on which the plan is failing, thereby enabling the authorities to prepare objection list and inform the client to take necessary actions.		
3.5	Auto -Detection of structures in the drawing based on usage (e.g. Residential, Commercial or Resi-comm. mixed) and also auto detection -detection o High -Rise Building or Low Rise Building		
3.6	Auto Generation of FAR, Area statement and Schedule of Opening		
3.7	Generation of plot are & plot area calculation for cross verification with system entered value by triangulation and other parameters of buildings and constructions		
3.8	Generation of Failed entity report and marking the same on the drawing		
3.9	Plotting of drawing submitted through software in non editable format		
3.10	All other features & compliances as per BRAP 2020-21 reforms for OBPS in EODB		

Section - C

- Introduction on Product
- URLs of Live Projects where the system is running successfully
- Overall solution design, architecture, workflow & interface with the optimum hardware requirement to meet the application SLA.
- Implementation Plan, Operations, Management and handholding Plan
- Security Aspects
- All other Annexures

Section-D

Checklist for the Technical Bid

Sl. No.	Section	Particulars	Page no. of the technical proposal
1	Section-A	Technical Proposal Response Letter	
2	Section-B	Technical Specification	
3	Section-C	Detailed Technical Proposal	

Guidelines for Preparation Financial Proposal [Part-II]

Financial Proposal should comprise of the following:

1. The rate quoted will be binding upon the successful bidders irrespective of the actual quantity during the award of contract.
2. Unless expressly indicated, bidder shall not include any technical information regarding the services in the financial proposal.
3. Prices shall be quoted entirely in Indian Rupees. All prices should be rounded off to the nearest Indian rupees (If the first decimal value is 5 (five) or above it should be rounded up and below 5 (five) should be rounded down. In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
4. No adjustment of the contract price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The contract price shall be the only payment payable to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price quoted would be inclusive of all taxes including GST, duties, and charges and levies as applicable. Prices quoted for the Software shall be inclusive of installation and commissioning. No extra payment on any account shall be admissible.
5. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable price quotation or conditional proposal may be treated as nonresponsive and rejected.
6. The amount stated in the financial Proposal, adjusted in accordance with the above procedure, shall be considered as binding on the Bidder for evaluation.
7. The bidder shall quote the total amount in tender with breakup of cost as detailed in the template provided Section A and Section B failing to which, the bid shall be treated as non-responsive and shall be rejected.

Template for financial proposal

Section A

Letter Format for Financial Proposal

(To be submitted on the Letterhead of the bidder)

[Location, Date]

To
The Chief Executive Officer,
Webel Technology Limited
Plot-5, Block-BP, Sector-V,
Salt Lake City, Kolkata-700091

Ref: RFP Notification no <<>>

Subject: Submission of Financial proposal in response to the RFP for Supply, Development, Customization, Deployment, Implementation, Integration, Commissioning, Training, Hand Holding of Common Application Form (CAF) based Online Single Window System (SWS) Portal for workflow for Building Plan Approval System integrated with CAD Scrutiny(unlimited license) for granting construction permit with the features as per the specified scope of work including all the necessary technical, functional as well as security related aspects of the entire services with integration of all external authorities (State Govt. & other than state Govt.) along with AMC for a period of 3 years from Go-Live

Dear Sir,

We, the undersigned Bidders (along with other members in case of consortium, constitution of which has been described in the Proposal), having read and examined in detail all the bidding documents in respect of "Supply, Development, Customization, Deployment, Implementation, Integration, Commissioning, Training, Hand Holding of Common Application Form (CAF) based Online Single Window System (SWS) Portal for workflow for Building Plan Approval System integrated with CAD Scrutiny(unlimited license) for granting construction permit with the features as per the specified scope of work including all the necessary technical, functional as well as security related aspects of the entire services with integration of all external authorities (State Govt. & other than state Govt.) along with AMC for a period of 3 years from Go-Live" do hereby propose to provide services as specified in the RFP.

1. PRICE AND VALIDITY

- All the prices mentioned in our proposal are in accordance with the terms as specified in the RFP document. All the prices shall remain valid for a period of 180 calendar days from the date of opening of the Commercial proposal or such further period as may be mutually agreed upon.
- We hereby confirm that our prices are inclusive of all taxes.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

2. UNIT RATES

We have mentioned in the table below, the rates for the purpose of all price adjustments in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the RFP documents and there are no deviations irrespective of whatever has been stated to the contrary anywhere else in our proposal/ bid.

4. QUALIFYING DATA

We confirm having submitted the information as per the requirements of the RFP. In case you require any other further information/documentary proof in this regard before evaluation of our proposal, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Price is for the entire scope of the work as specified in the RFP document. We agree that there can be an increase or decrease of 20% in the overall scope of work or any stream of scope of work. Any increase of up to 20% in the scope of work shall not warrant a change order and shall be done by us without any additional cost to Client. We agree that except for the prices quoted, no other payment, charges, fees, costs etc. shall be payable by the Client. The prices quoted by the bidder are all inclusive. Bidder also confirms that, unless otherwise agreed, none of the stakeholders (architects, officers, citizens, etc.) will have to pay any charges, fees, costs etc. to use the system developed under this RFP

6. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the RFP. We hereby declare that our Proposal is made in good faith, without collusion or fraud and the information contained in the Proposal is true and correct to the best of our knowledge and belief.

We understand that our Proposal is binding on us and that you are not bound to accept a proposal you receive. We confirm that no Technical deviations are attached herewith this commercial offer

- 7. Our attached Financial Proposal for is for the sum of [Insert amount(s) in words and figures]. We are aware that any conditional financial offer will be outright rejected by WTL. This amount is inclusive of all taxes including GST as listed at (Consolidated Cost Summary) attached.
- 8. We are aware that WTL reserves the right to accept or reject any or all bids without assigning any reasons thereof

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

Section-B:**Details for Financial Proposal**

This table should be consolidated from the 'Grand Total' row from subsequent tables

Table 1 -Consolidated Cost Summary (Inclusive of all taxes)

Sl. No.	Item-wise amounts (Inclusive of all Taxes)
A	Supply, Development, Customization, Deployment, Implementation, Integration, Commissioning, Training, Hand Holding of Common Application Form (CAF) based Online Single Window System (SWS) Portal for workflow for Building Plan Approval System integrated with CAD Scrutiny(unlimited license) for granting construction permit with the features as per the specified scope of work including all the necessary technical, functional as well as security related aspects of the entire services with integration of all external authorities (State Govt. & other than state Govt.) along with AMC for a period of 3 years from Go-Live
Grand total in words(A): (This figure shall be used for evaluation of financial proposals)	

Note: Client reserves it right to alter the scope (increase quantity / remove certain items)

The total cost would be considered for commercial evaluation of the bids. This however may not have co-relation with the Total Contract value or actual payment to be made to the successful bidder.

Table 1.1: Supply, Development, Customization, Deployment, Implementation, Integration, Commissioning, Training, Hand Holding of Common Application Form (CAF) based Online Single Window System (SWS) Portal for workflow for Building Plan Approval System integrated with CAD Scrutiny(unlimited license) for granting construction permit with the features as per the specified scope of work including all the necessary technical, functional as well as security related aspects of the entire services with integration of all external authorities (State Govt. & other than state Govt.)

Sl. No.	Item-wise amounts (Inclusive of all Taxes)
A	Supply , Development, Customization, Deployment, Implementation, Integration, Commissioning, of Common Application Form (CAF) based Online Single Window System (SWS) Portal for Workflow for Building Plan Approval system for granting construction permit with the features as per the specified scope of work including all the necessary technical, functional as well as security related aspects of the entire services with integration of all external authorities (State Govt. & other than state Govt.)
B	Supply of COTS-Commercial Off the Shelf Software for CAD Scrutiny- Unlimited license
C	Customization, Testing & Implementation cost
D	Integration with all external/internal authorities
E	Training & Hand Holding charges (considering 20 batches, each batch with 30 participants)
Sub Total (A) in words: (This figure shall be used for evaluation of financial proposals)	

Note: The bidder should indicate the cost per training session. Client may, at their discretion, decide to increase the number of training sessions for the stakeholders. The vendor needs to provide the training at a cost no more than the quoted price (per training session) in the aforementioned table. At the end of each training session, a feedback form would be circulated to the participants. The average score of the feedback (on agreed criteria) should be $\geq 75\%$. If not, then the vendor should provide repeat training at no additional cost

Table 1.2: AMC for 3 years

The successful bidder will be required to provide the annual maintenance support of the application for three subsequent years from the date of final acceptance of the integrated solution. The Maintenance Fee should be provided as per the following table

Sl. No.	Item-wise amounts (Inclusive of all Taxes)	Y1 (INR)	Y2 (INR)	Y3(INR)
A)	Manpower cost for 2 (two) full time resources at Dept of UD&MA site			
B)	Online Single window System for Building Plan Approval system software including CAD Scrutiny maintenance cost (For CAD Scrutiny Software + Online Single Window System for Online Workflow)			
Sub Total (B) in words: (This figure shall be used for evaluation of financial proposals)				

Note: Annual Maintenance Contract will be considered from the date of certification of successful operations of the integrated solution given to Bidder by Client

Table 2:** Below is the table in reference to Change Request which defines the cost of each resource which would be considered in implementation

Sl. No.	Items No and Description	Unit	Quantity (Man-month)
1	Project Manager (Man-month rate required for additional development activities)	Man-Month	1
2	Business Analyst (Man-month rate required for additional development activities)	Man-Month	2
3	Software Engineer(Man-month rate required for additional development activities)	Man-Month	4
4	Testing Engineer(Man-month rate required for additional development activities)	Man-Month	2

Note: This rate quoted must be inclusive of all taxes

* WTL reserves the right to negotiate on the cost

The bidder is also required to quote for blended man-months rate for software development. This may be required in case of the department wanting to get any additional modules developed at its discretion

The bidder is required to provide adequate manpower for the successful implementation and running of operations and support throughout the project

The bidder is supposed to provide a project manager for the entire duration of the project

SECTION – H

FORMAT FOR PRE-BID MEETING QUERY

(Tender No. WTL/.....)

Name of the Bidder:

Queries

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

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.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

SECTION – I

LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/.....)

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: _____

SECTION – J

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-PERFORMANCE 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 Webel Bhavan, Block EP&GP, Sector V, Kolkata-700 091 (hereinafter called "The Purchaser") having agreed to accept from _____ (hereinafter called "The Contractor") Having its Head Office at _____, a Bank guarantee for Rs. _____ in lieu of Cash Security Deposit for the due fulfillment by the Contractor of the terms & conditions of the Work Order No. _____ dated _____ issued by the Purchaser for _____ (hereinafter called "the said work order _____ dated _____"). We _____ (Name & detailed address of the branch) (hereinafter called "the Guarantor") do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions contained in the said Work Order No. _____ dated _____ of which breach the opinion of the Purchaser shall be final and conclusive.

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

(Stamp of the executants)

WITNESS

1) _____

2) _____

(Name & address in full with Rubber Stamp)

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. 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.

SECTION -K

NIT DECLARATION

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

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

Sub:-

Dear Sir,

We the undersigned bidder/(s) declare that we have read and examined in details the specifications and other documents of the subject tender no. _____ for " _____ " 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,

Yours faithfully

.....
Signature

.....
Name in full

.....Designation

.....
Company Stamp

Dated, this.....day of.....2020

SECTION-L

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE

(Tender No. WTL/.....)

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as System Integrator for [name of assignment], to be developed by Webel Technology Limited (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

Signature]

[Name]

[Designation]

[Address]

Notes:

- 1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
- 2) Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- 3) For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of

Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.