

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING e-TENDER

Online Tender documents are invited Online Tender documents are invited for “Development and Implementation of Digital Depository for West Bengal” in which the Govt. Departments/ Institutions/ Organisations shall be able to deposit important documents of the citizens while issuing like School Leaving Certificate, College Degree, Academic Awards, Mark Sheets, licenses, certificates. The objective of this project is to create a platform for issuance and verification of documents & certificates in a digital way, thus minimising the use of physical documents. 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. Bidder must have Digital Depository solution with supported version of licenses/subscription and O&M support for five (5) years and Project hand-over and Exit management with must have adequate resource for providing onsite support after post successful go-live on annual basis within the stipulated time.

1.	Tender No. & Date	WTL/PAR/DD/17-18/039 Dated 15.02.2018
2.	Tender Version No.	1.0
3.	Brief description of material	Development, implementation and maintenance of Digital Depository for the state of West Bengal.
4.	Tender Fee	Rs. 10,000.00 (Rupees Ten Thousand only)
5.	Earnest Money Deposit	Rs. 45,00,000.00 (Rupees Forty Five Lakh only) in the form of Demand Draft from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata
6.	Date of Downloading/Sale of Tender document	15.02.2018
7.	Pre-Bid Meeting date & time	23.02.2018 at 11.30 Hrs <ul style="list-style-type: none">• Only two persons for each intending bidder's organization, who will submit the Tender document Fee, 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 (Section - O) reaching WTL by 21.02.2018 at 16.00 hrs will be taken for decision.• Queries will be entertained for those bidders who will submit the Tender Fee.• Queries will be sent to Manager (Purchase) (arunava.saha@wtl.co.in) and copy to Sri Sunit Bhattacharjee (sunit.bhattacharya@wtl.co.in); Sri Aniruddha Ghosh (aghosh19@yahoo.com); Sri Niharendra Choudhury (niharendra.choudhury@wtl.co.in)
8.	Bid Submission Start date & time	06.03.2018 at 15.00 Hrs
9.	Last date & time of EMD & Tender Fee submission	14.03.2018 at 14.00 Hrs
10.	Last date & time of Bid Submission	12.03.2018 at 15.00 Hrs
11.	Date & time of Technical Bid Opening	14.03.2018 at 15.00 Hrs
12.	Venue of Pre-Bid Meeting & submission of EMD & Tender Application Fee	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13.	Contact person	Mr. Arunava Saha, Contact no. 23673403-06, Ext. 212 Mr. Sunit Bhattacharjee, Contact no. +919831688158 Mr. Aniruddha Ghosh, Contact no. +918697010332

WEBEL TECHNOLOGY LIMITED

1. Intending bidder may download the tender documents from the website **<https://wbtenders.gov.in>** directly with the help of Digital Signature Certificate. Necessary cost of tender documents (tender application fee) may be remitted through Demand Draft issued from any Scheduled Bank in favour of "Webel Technology Limited", payable at Kolkata and also to be documented through e-filing. Cost of Earnest Money Deposit (EMD) may be remitted through Demand Draft issued from any Scheduled Bank in favour of "Webel Technology Limited", payable at Kolkata and also to be documented through e-filing. The original Demand Draft against tender fees & Earnest Money Deposit (EMD) should be submitted physically to the Manager (Purchase)/Manager (Finance), Webel Technology Limited, Plot – 5, Block – BP, Sector-V, Salt Lake City, Kolkata-700 091 under sealed cover on or before 14:00 Hrs of 09.03.2018.
2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website **<https://wbtenders.gov.in>**
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – D of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the 'Tender Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
5. A System Integrator will be selected under Combined Quality cum Cost Based Selection (CQCBS) and procedures described in this RFP.
6. All clarifications/ corrigenda will be published only on the WTL website / <https://www.wbtenders.gov.in> website.

WEBEL TECHNOLOGY LIMITED

CONTENTS OF THE TENDER DOCUMENT

The Tender document comprises of the following:

SECTION – A	SCOPE OF WORK
SECTION – B	ELIGIBILITY CRITERIA
SECTION – C	DATE AND TIME SCHEDULE
SECTION – D	INSTRUCTION TO BIDDER
SECTION – E	BID FORM
SECTION – F	(PART-I) TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT
SECTION – F	(PART-II) EVALUATION CRITERIA
SECTION – G	GUIDANCE FOR E-TENDERING
SECTION – H	BILL OF MATERIAL
SECTION – I	TECHNICAL SPECIFICATION WITH COMPLIANCE STATEMENT
SECTION – J	LICENSING DETAILS
SECTION – K	TECHNICAL CAPABILITY OF BIDDER
SECTION – L	FINANCIAL CAPABILITY OF BIDDER
SECTION – M	BIDDER'S DETAILS
SECTION – N	MANUFACTURER'S AUTHORIZATION FORM
SECTION – O	PRE-BID MEETING QUERY
SECTION – P	SUPPORT & MANPOWER DETAILS OF BIDDER
SECTION – Q	LIST OF CLIENTS OF SIMILAR ORDERS
SECTION – R	PROFORMA FOR PERFORMANCE BANK GUARANTEE
SECTION – S	NTT DECLARATION
SECTION – T (1)	FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE
SECTION – T (2)	APPLICANT'S EXPERIENCE
SECTION – T (3)	COMMENTS AND SUGGESTIONS ON THE SCOPE OF WORKS AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED

WEBEL TECHNOLOGY LIMITED

BY THE CLIENT

SECTION – T (4)	DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
SECTION – T (5)	TEAM COMPOSITION AND TASK ASSIGNMENTS
SECTION – T (6)	CURRICULAM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF
SECTION – T (7)	STAFFING SCHEDULE
ANNEXURE – I	STANDARD FORM OF CONTRACT

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SECTION – A

SCOPE OF WORK

Job title: Development, implementation and maintenance of Digital Depository for the state of West Bengal.

1. Introduction

The Govt. of West Bengal intends to create a Digital Depository in which the Govt. Departments/ Institutions/ Organisations shall be able to deposit important documents of the citizens while issuing like School Leaving Certificate, College Degree, Academic Awards, Mark Sheets, licenses, etc. The objective of this project is to create a platform for issuance and verification of documents & certificates in a digital way, thus eliminating the use of physical documents.

The access to this system shall be given to only Govt. Departments/ Institutions/ Organizations who are registered in the system by the Implementing Department. This will maintain the security of the e-documents uploaded. The registered users can push their beneficiaries/ citizen's electronic copies of documents and certificates (e.g. driving license, Voter ID, School certificates or awards) directly into the Depository.

Current scope of digital repository is aimed at providing G2B and G2G services only.

1.1 Objective of the Project:

The Government of West Bengal intends to create a Digital Depository in which the Government Departments/ Institutions/ Organisations shall be able to deposit digitally signed documents of the citizens like School Leaving Certificate, Medical Certificate, College Degree, Academic Awards, Mark Sheets, Licenses and other such documents. The objective of the project is to create a platform for issuance and verification of documents & certificates in a digital way, thus eliminating the use of physical documents.

The access to the proposed system shall be given to Government Departments/ Institutions/ Organizations/ Universities/ Schools/ Private Firms registered with the Implementing Department for managing depository of respective documents issued by them. Citizens will also be given access to the depository for viewing, downloading and printing their documents based upon Aadhaar authentication. Authorized third party requestors (Government Departments/Agencies and Private Players) may also be given view access to the depository for verification purposes.

1.2 Key Stakeholders

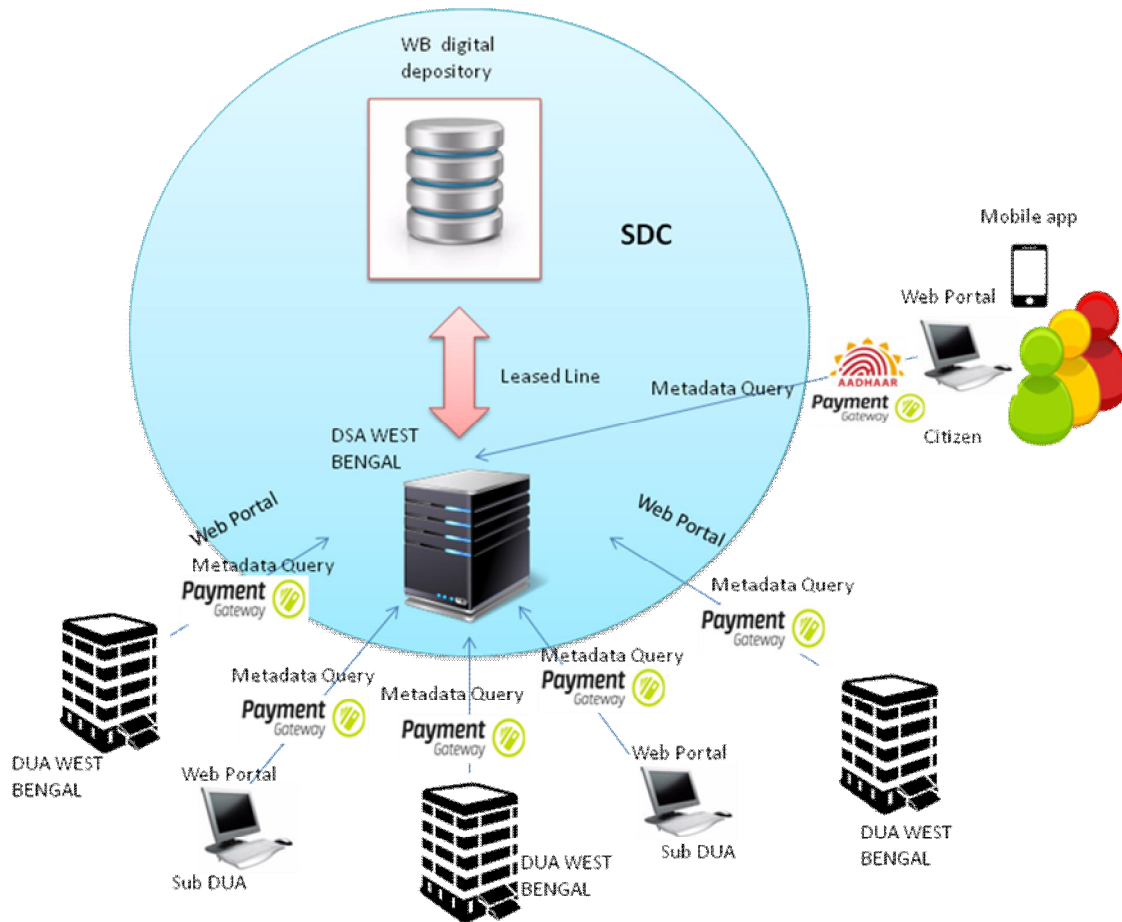
The following are the key stakeholders of the depository system:

- **Issuer:** The entity issuing digitally signed / e-signed e-documents to individuals/service seekers in a standard format and making them electronically available in the Digital Depository e.g. Schools/School Education Boards, Universities, Government Departments, Hospitals, Private Firms. Issuer can also login into the depository application and digitally sign / e-sign the respective document issued by him if necessary.
- **Citizen:** Citizens shall sign up with the Depository to view and download their digitally signed documents issued by concerned Issuer(s)
- **Requester:** Third party entity requesting secure access to a particular e-document stored in the depository with proper authorization/ consent e.g. Government Departments, Private Firms, Universities, Passport Office, Regional Transport Office.

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- **Depository Service Agency (DSA):** Webel Technology Ltd shall act as Depository Service Agency (DSA), which will be responsible for hosting, management, authentication and servicing of depository, access and query requests.
- **Depository User Agencies (DUA):** West Bengal government departments and agencies who have signed the Memorandum of Understanding (MoU) with the Depository Service Agency (DSA) to access and query the system.
- **Sub-DUA :** Private entity having a signed memorandum of understanding (MoU) with the Depository Service Agency (DSA) to access and query the system.

1.3 Indicative Solution Architecture of the proposed system



1.4 Major Components of the Proposed System:

- 1) **Depository:** Database of digitally signed e-documents accessible via standard APIs for secure, real-time access and management.
- 2) **Digital Depository Web Portal:** For sign-up and secure access by citizens and different categories of authorized requestors to query the system for digitally signed documents
- 3) **Depository API:** Library specifications for routines, data structures, object classes, and variables pertaining to digital depository access, query and management.

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- 4) **Manual Certificate Management System for Issuers** : Secure online portal for government agencies using manual / paper based documents issue system to upload digitally signed scanned e-documents and related metadata through excel based upload feature for bulk uploads
- 5) **Depository Mobile application for citizens and requestors** : Citizens and requestors (DUA and Sub-DUA) can download and view their own digitally signed documents by using the depository mobile app and including one-time payment for each document through GRIPS or as agreed with WTL

1.5 Major features of the system components

The Digital Depository: The digital depository shall be designed on open source database platform storing digitally signed documents along with related metadata information. Suggested features of the Digital Depository are as follows -

- Digital Depository database shall be hosted on secure, high availability and load-balanced database servers in State Data Center (SDC) in a segregated three-tier architecture (Web, Application and Data each on a separate physical hardware tier)
- Digitally signed documents shall be stored in the documents depository along with document specific metadata information like Document Reference Numbers, Aadhaar Numbers (if seeded with Aadhaar) on different types of documents.
- User information like details of Registered Citizens/Issuers/Requestors/DUA/Sub-DUA shall be stored and managed in the depository along with user roles and respective access control and permissions
- Common metadata like Aadhaar Numbers, Aadhaar linked mobile numbers, Department reference numbers and other data shall also be stored and managed in the depository

Digital Depository Portal:

- To be used by Requestors and Citizens for querying the Depository for digitally signed e-documents linked to different departments / bodies
- Citizens need to sign up on the system with Aadhaar authentication
- Requestors need to submit online registration request through portal to Depository Service Agency (DSA). However, the request will be processed by DSA after signing an MoU with requestor and credentials for accessing the portal shall be provided thereafter
- User-friendly interface to support querying the Depository based upon attributes such as Aadhaar Number, Document Reference Number (Roll no, License No, Emp No, Certificate No) etc.
- Facilities of Advanced search, Keyword search and search on other metadata
- Consolidated user dashboard with query statistics.
- Facility for downloading, printing and viewing digitally signed e-documents and certificates after payment of requisite fees for the same.

Digital Depository Mobile App:

- To be used by Requestors and Citizens for querying the Depository for digitally signed e-documents linked to different departments / bodies
- Citizens need to sign up on the system with Aadhaar authentication and Requestors need to submit online registration request through the mobile app to Depository Service

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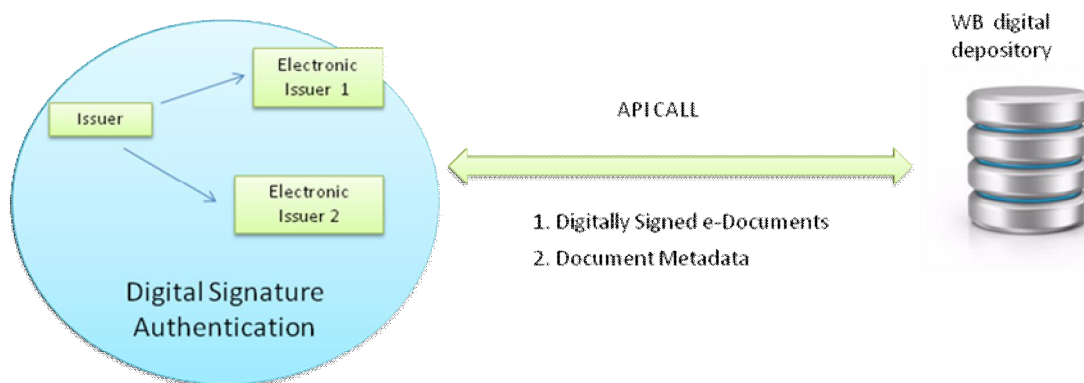
Agency (DSA). However, the request will be processed by DSA after signing an MoU with requestor and credentials for accessing the app shall be provided thereafter

- User-friendly interface to support querying the Depository based upon attributes such as Aadhaar Number, Document Reference Number (Roll no, License No, Emp No, Certificate No) etc.
- Facilities of Advanced search, Keyword search and search on other metadata
- Consolidated user dashboard with query statistics.
- Facility for downloading and viewing digitally signed e-documents and certificates by one-time payment per document.

Depository interface APIs

API for certificate Issuers having own applications

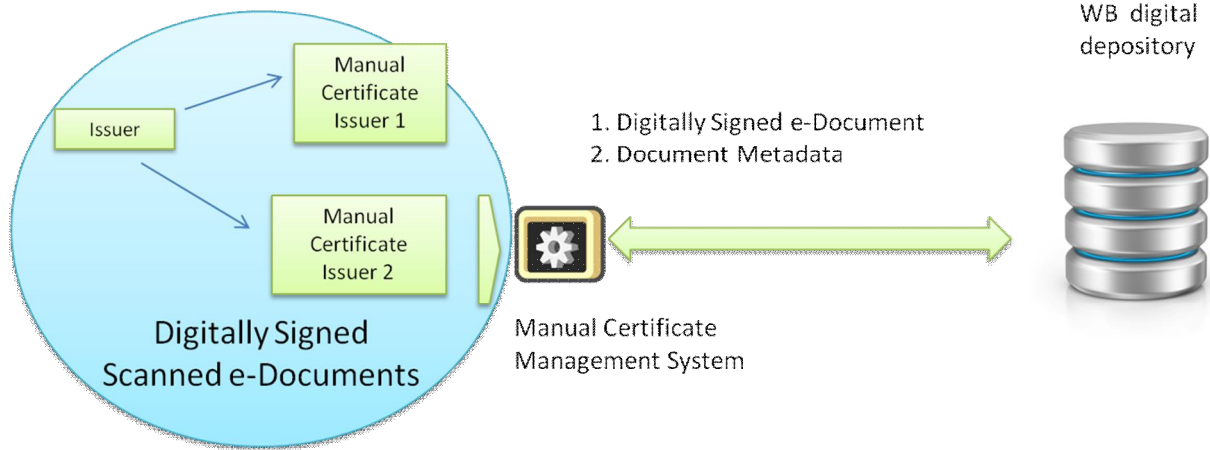
- State Government Departments/Agencies and Private Players (Schools, Hospitals, Companies) having own applications and registered as an Issuer with the Depository can push electronic copies of the documents and metadata to the Depository using API integration with their applications
- Necessary changes essential in the departmental applications to integrate with the Depository API needs to be made for all insert and update transactions to the digital Depository.



Process Flow Diagram for Electronic Certificate Issuers

Manual Certificate Management System:

- A secure web-based portal for Government and Private Issuers having manual / paper based document issuance system shall be developed so as to allow them to upload digitally signed scanned e-documents and related metadata through excel based upload feature for bulk uploads
- Government and private issuers having manual paper based process can register and sign-in to the system through MoU with the DSA



Process flow diagram for manual certificate issuers

1.6 System Requirements:

System should be designed in such a way that it is capable of handling data and performance requirements of the Depository services for a period of next five years with minimal architectural intervention and changes.

- **Depository Features -**

- Scalable so as to manage millions of documents without effecting the performance of the system.
- Categorization of documents in folders-subfolders just like windows interface without limits on the number of folder and levels of sub folder.
- Library services like versioning, check-in check-out, sharing, etc.
- Web based rights management for granting user/group/role based access to various functionalities.
- Inbuilt Document Image Viewer for displaying image document without native viewer and stamping annotations on the documents like highlighting, marking text, underlining putting sticky notes on documents, and support for text and image stamps etc.
- Digital signature / e-Sign must be available before any document is made available to the citizen. Facility will be given to the departments for login into digital depository portal and digitally sign / e-sign their issued certificates or documents.
- Depository should be e-Pramaan compatible i.e. implementation of the "e-Pramaan - Framework for e-authentication" by DeitY, GoI on Depository to provide a uniform standard based secured authentication mechanism for all government departments accessing the system.

- **Data requirements -** System's data and storage solutions shall be designed and integrated in such a way that:

- It should be capable of storing and managing about 5 Crore documents along with related metadata to begin with, considering about 2 MB data size per record (including related metadata)
- System should also be scalable to handle about 20% increase in document data requirements every year for five years.

- **Performance requirements -**

- System should be capable of handling a minimum of 1000 concurrent users accessing simultaneously without compromising the speed, performance or quality of service.
- System should be able to provide a page load time of 5 seconds or less.

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- **Security requirements -**
 - System should be free of all security vulnerabilities and must be security audited by a CERT-In certified agency
 - Security audit compliance should be maintained continuously through periodic security audits (on major changes in the system or every six months, if no changes in the system)
 - Multi factor authentication mechanism on FIDO or similar standards must be deployed.
 - Architecture should be modular to allow upgrade of authentication mechanisms.
 - Any user of entity attempting to access should be identified and logged.
 - Robust audit trails to be built into the architecture such that no part of the data can be accessed without it being logged.
- **Blockchain requirements -**
 - The Digital Depository system will be deployed by the System integrator as blockchain compatible such that in future it can be migrated to tamper-proof blockchain architecture where data is sheltered from any malicious and accidental corruption by using cryptographic signatures.
 - Data storage module to be designed in a way so as to allow different database architectures to be plugged into the system and allow upgrade as needed such as allowing plugging in of distributed databases or blockchain for storing data.
 - AES 256 bit encryption will be used to encrypt all metadata and digitally signed documents residing on the Digital Depository.
 - Primary technology stack for the Depository system will be based on blockchain supported technology stack such as the MEAN software bundle or any higher stack.
 - Selected System Integrator should ensure that the system integration into blockchain post Depository go-live is straightforward and seamless.

1.7 Project Deliverables:

- System Requirements Specification (SRS)/ User Requirements Specifications (URS), Integration Testing and User Acceptance Testing (UAT) plans preparation and sign-off with respective stakeholders like Issuer Departments and DSA
- Database Design and Development
- Application Software Design and Development including Depository API, Manual Certificate Management System and Digital Depository Web Portal
- Integration with Payment gateway, SMS gateway and assistance to Issuer Departments and their System Integrators on API based integration of depository with their applications
- Design and development of Depository Mobile app on Android and iOS platform
- IT Hardware Procurement, installation and integration at State Data Centre
 - Selected bidder will not procure all Servers, hardware and equipment for hosting the Digital Depository together starting Day-1 of the project.
 - Hardware to be added in phases according to project requirements over the length of the contract in consultation with the SDC team and Government of West Bengal.
 - Price validity for all servers, hardware, equipment including their annual maintenance as quote by the bidder in Financial quote of this RFP will be valid for the entire period of the contract.
- Blade server attuned to SDC specifications will be used by the SI for hosting the Digital Depository and should also comply with all project SLA's in the contract.
- Indicative hardware configuration /specifications as detailed in SECTION - I.

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1.9 Required Experience of the Key Staff

List of minimum key personnel/ staff

S. No.	Position	Minimum Years of Professional Experience	Specific Expertise
1.	Business domain expert	15	Should have B.Tech/ M.Tech and PGDBM/MBA. Industry experience of working on large system integration projects for fortune 500 organisations will be desirable. Work experience in government sector desirable.
2.	Project Manager	15	Should have B.Tech/ M.Tech with PMP certification, experienced in large Web Development, Mobility and System Integration projects. Work experience in government sector desirable
3.	Technology Manager	10	Should have a bachelor's degree. Experience of working on complex architecture, ICT infrastructure and technical/ programming related projects for domestic or multi geography assignments is required.
4.	Technical team Lead / Senior Software Engineers / DBA	5	Should have a bachelor's degree. Must have extensive technical expertise (5+ years) on complex Web and Mobile App development, Database administration and configuration, System integration, Infrastructure setup, System support and maintenance as required for the Digital Depository Project.

- Age of the key staff proposed should not be more than 60 (sixty) Years on the last day of submission of proposal.
- The client reserves the right to ask for the details regarding the proof of age, qualification, experience and association of the key staff with the firm.
- System Integrators, who are executing ongoing mandates from Client, must propose a separate team of key staff while bidding for this project.
- The key staff proposed above should be available for presentations/ discussions/ meetings with the Client, State Government in Kolkata.
- A minimum of thirty (30) percent of the team will remain unchanged during the course of the contract.
- A summary of experience (in one page) is to be provided by the System Integrator for each of the key staff.

Qualification and competence of key staff

The total number of marks allocated for qualification and competence of the proposed Key Staff will be distributed as per the evaluation criteria.

Evaluation criteria for Key personnel/ staff

Detailed evaluation criteria will be prepared by the evaluation committee for evaluation of the qualification and competence of the key staff for the assignment in line with the requirements laid out for the Digital Depository project and listed in the Section - I.

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SECTION – B

ELIGIBILITY CRITERIA

Only those Bidders, who fulfil the following criteria, are eligible to respond to the RFP. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

1. The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary evidence to be submitted.
2. The bidder should have their presence in Kolkata with own office. Valid proof should be submitted along with the bid.
3. The bidder should have valid GST Registration Certificate, PAN & Trade License. Bidder shall have to submit photocopy of the documents.
4. The bidder shall have execute “Similar Nature” of single order an amount not less than Rs.8.00 Crore in last three financial years (considering FY - 2014-15, 2015-16 & 2016-17) in Government Department/PSU/Autonomous Body any reputed organization. References order copy for the project to be provided.

OR

5. The bidder shall have execute “Similar Nature” of two orders an amount not less than Rs.10.00 Crore in total in last four financial years (considering FY – 2013-14, 2014-15, 2015-16 & 2016-17) in Government Department/PSU/Autonomous Body/Any reputed organization. References order copy for the project to be provided.
6. Bidder should have local call center number. Call Center details with number & detailed escalation matrix to be submitted.
7. The bidder should have an annual turnover of not less than Rs.110.00 Crore each in the last three financial years (FY – 2014-15, 2015-16 & 2016-17). Bidder shall have to submit photocopy of Audited Accounts in support of their claim.
8. Bidder should submit Earnest Money Deposit (EMD) of Rs. 45,00,000.00 (Rupees Forty Five Lakhs only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.
9. Bidder should submit Tender Fee of Rs. 10,000.00 (Rupees Ten thousand only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.
10. Manufacturer’s tender specific authorizations for items mentioned in BOM (Section – H) Sl. No. 1 (1.1 to 1.13) & 2 (2.1 to 2.5) must be submitted as per format enclosed (Section – N) and (Section – J) respectively.
11. The bidder shall have Quality Certificate (ISO 9001:2008). Copy of valid Certificate to be submitted.
12. The Bidder should have Technical Capability on ICT project and successfully implemented (Go-Live) or in process of implementing at least 3 IT projects similar to Digital Depository within the past 5 years. Copy of valid Completion Certificates or Ongoing execution Certificate from the client(s) to be submitted.
13. The Bidder has developed similar applications capable of handling at least 1000 users on concurrent usage. Bidder shall provide proof of such usage and if actual is not available, Bidder shall conduct a demo and provide a system generated self certified report that can be verified by WTL.
14. The Bidder must have manpower for support in Kolkata so that any call reported is attended within the response time. The detailed manpower for support for bidder should be submitted as per format (Section –P)
15. The bidder shall submit Bid Form (Section – E) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
16. The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal. Declaration on bidder’s letter head to be submitted.

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17. Legal Entity

Specific Requirements	Documents Required
<ul style="list-style-type: none">• Bidder may be a Company, Partnership Firm or Sole Proprietorship firm.• The bidder should be in existence for last 3 years at end of 31st March, 2017.• The bidder should into the business of software development for last 3 years at end of 31st March, 2017.• The bidder shall be solvent at the date of bidding	<ul style="list-style-type: none">• Certificates of incorporation for Company/ Partnership deed / Proprietorship firm self declaration• Certificate from Statutory auditor / Chartered Accountant for existence of 3 years• Certificate from Statutory auditor / Chartered Accountant for business of software development for last 3 years• Certificate from Statutory auditor / Chartered Accountant for Solvency declaration

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.** WTL reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of WTL in this regard shall be final, conclusive and binding upon the bidder.

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SECTION – C

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	15.02.2018
2	Documents download/sale start date (Online)	15.02.2018
3	Last Date and time of sending the queries (Offline)	21.02.2018 & 16.00 hrs
4	Pre Bid Meeting at WTL Office (Off Line)	23.02.2018 & 11.30 hrs
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	06.03.2018 & 15.00 hrs
7	Last Date & time of submission of original Demand Draft/Pay Order for cost of Earnest Money Deposit (Off line)	09.03.2018 & 14.00 hrs
8	Last Date & time of submission of original Demand Draft/Pay Order for cost of Tender Documents, in case the bidder did not attend the Pre Bid Meeting (Off line)	09.03.2018 & 14.00 hrs
9	Bid Submission closing date & time (On line)	07.03.2018 & 15.00 hrs
10	Bid opening date & time for Technical Proposals (Online)	09.03.2018 & 15.00 hrs
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-

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SECTION – D

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 with in 7 days of issuance of the Letter of Award.

“**Agreement**” means the Agreement to be signed between the successful bidder and Department of Par& e-Governance 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 Department of Par& e-Governance 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 Department of Par& e-Governance 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**” / “**Gov. 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, implementation and maintenance of Digital Depository system viz.

“**Project**” means Development, implementation and maintenance of Digital Depository for the state of West Bengal.

“**Project Plan**” means the document to be developed by the Contractor and approved by Webel Technology Ltd., 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

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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.

“**PAR**” mean Department of Par& e-Governance

“**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 Govt. of W. Bengal undertaking.

2. PRE BID MEETING

Pre Bid Meeting will be held on 23.02.2018 at 11.30 hrs at premises of WTL. Bidder can send their queries as per format (Section - O) to Manager (Purchase) (arunava.saha@wtl.co.in / wtlpurchase@gmail.com) and copy to Sri Sunit Bhattacharjee (sunit.bhattacharya@wtl.co.in); Sri Aniruddha Ghosh (aghosh19@yahoo.com); Sri 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.

WEBEL TECHNOLOGY LIMITED

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 firm shall furnish an EMD of Rs.45,00,000/- (Rupees Forty Five Lakh only) in the form of a demand draft from a Scheduled Bank payable at Kolkata and in favour of Webel Technology Limited. 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.

WEBEL TECHNOLOGY LIMITED

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.

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, regardless of the basis on which WTL is entitled to claim damages from the Contractor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Contractor shall be liable for no more than:

- Payment referred to in the Patents and Copyrights clause.
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Contractor's negligence.
- As to any other actual damage arising in any situation involving non-performance by Contractor pursuant to or in any way related to the subject of this Agreement, the charge paid by WTL for the individual product or Service that is the subject of the Claim. However, the contractor shall not be liable for
- For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data.

For any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the Contractor hereunder.

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

WEBEL TECHNOLOGY LIMITED

- 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

Payment terms will be on back-to-back basis, i.e., payment will be made only on receipt of payment from relevant customer, i.e., Department of Par& e-Governance, 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.

WEBEL TECHNOLOGY LIMITED

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 other wise 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

WEBEL TECHNOLOGY LIMITED

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 upto its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

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

- Constitute a default or breach of the contract.
- Give rise to any claim fro 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.

WEBEL TECHNOLOGY LIMITED

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 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 up keep and maintenance of the infrastructure and necessary deliverables under the scope of work during the entire warranty period, i.e., 60 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 contract or part thereof. Service support for the entire warranty period will be on site and comprehensive (including spares) and free of cost for the entire warranty period.

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 on site 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)

As a guarantee for timely delivery, installation and commissioning of equipment as well as performance of on-site warranty support, as mentioned in Bill of Material, from the date of final acceptance of systems and pertaining to proper running of the systems, the bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized bank as per format enclosed (Section – R).

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

WEBEL TECHNOLOGY LIMITED

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 in the presence of Tender Committee and Bidder's representative (maximum 2) may attend, which is not compulsory. The bidder's representatives who are present shall sign a register evidencing their attendance and produce necessary authorization. The bidder's name, Bid modifications or withdrawals, discounts and the presence or absence of relevant Bid Security and such other details as WTL office at his/her discretion, may consider appropriate, shall be announced at the opening. WTL shall open the bid security at mentioned 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.

WEBEL TECHNOLOGY LIMITED

- 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), 1st Floor, 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

WEBEL TECHNOLOGY LIMITED

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 Par& e-Governance in the event Department of Par& e-Governance has not submitted such Deliverable Review Statement to Bidder/Implementation Partner before the expiration of the 30-days review period, or when Department of Par& e-Governance 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.

WEBEL TECHNOLOGY LIMITED

- 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.

WEBEL TECHNOLOGY LIMITED

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: Development, implementation and maintenance of Digital Depository for the state of West Bengal.

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/PAR/DD/17-18/039 dated 15.02.2018, do hereby propose to execute the job as per specification as set forth in your Bid documents.
2. The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.
3. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
4. Earnest Money Deposit: We have enclosed EMD in the form of Demand draft for a sum of Rs. 45,00,000/- (DD no. _____ dated _____ drawn on _____).
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 of2018

Thanking you, we remain,

WEBEL TECHNOLOGY LIMITED

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

Signature & Authorized Verified by

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

WEBEL TECHNOLOGY LIMITED

SECTION – F (PART-I)

TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

1. EVALUATION PROCEDURE

- The Eligibility Criteria (Section - B) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- The Tender Committee shall verify the Technical Specification (Technical Specification with Compliance Statement, Section – I) Deviation in specification shall not be allowed. Bidder qualified in Technical Specification shall be considered for further evaluation.
- After qualifying in Technical Specification, qualified bidders will only be considered for Financial Bid evaluation.

2. FINAL EVALUATION

Lowest bidder shall be decided based on the formula given in Evaluation Criteria (Section – F, Part – II).

3. NEGOTIATION:

The selected applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of proposal, but will be for re-confirming the obligations of the System Integrator under this RFP. Issues such as deployment of key personnel, scope of work, methodology and quality of work plan shall be discussed during negotiations. In case the selected applicant fails to reconfirm its commitment, the Client reserves the right to designate the next ranked Applicant as the Selected Applicant and invite for negotiations.

The Client will examine the CVs of all other key personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Client.

Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 15 (fifteen) percent of key personnel (considering equal weighting for each key personnel) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of 15 (fifteen) percent of key personnel would call for reduction of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the original key personnel.

For key personnel replaced for the second time, the remuneration payable will not exceed 80 (eighty) percent of the remuneration which would have been payable for the first replaced personnel replaced for the remaining period.

4. AWARDING OF CONTRACT

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

5. POST QUALIFICATION

The determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualification, as well as other information WTL deems necessary

WEBEL TECHNOLOGY LIMITED

and appropriate. This determination may include visits or interviews with the Bidder's client's reference in its bid, site inspection, and any other measures. At the time of post-qualification, Department of Par& e-Governance may also carry out tests to determine that the performance or functionality of the Digital Depository System offered meets those stated in the detailed Technical Specification.

WEBEL TECHNOLOGY LIMITED

SECTION – F (PART-II)

EVALUATION CRITERIA

There would be Three (3) stages for evaluation process.

The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial Evaluation

1. ELIGIBILITY EVALUATION:

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in (Section - B) and the Tender Committee shall verify the Technical Specification (Technical Specification with Compliance Statement, Section – I) Deviation in specification shall not be allowed, will be shortlisted for the Technical bid evaluation.

2. TECHNICAL EVALUATION:

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

Criteria	Basis for valuation	Max Marks	Supporting
ORGANIZATION STRENGTHS		20	
Average Annual Turnover from software development and system integration in last Three financial years ending 31.03.2017 should be minimum INR 50 Crore each year.	More than Equal to INR 50 Crores but less than INR 70 Crores : 7 marks More than Equal to INR 70 Crores but less than INR 80 Crores : 8 marks More than Equal to INR 80 Crores but less than INR 100 Crores : 9 marks Greater than or equal to INR 100 Crores : 10 marks	10	Extracts from the Balance sheet and Profit & Loss AND Certificate from the statutory auditor / Chartered Accountant
Manpower on own payroll as on 31.03.2017 should be at least 100 personnel working in Software development and System Integration functions	Relevant manpower working on Software and System Integration functions More than Equal to 100 personnel but less than 250 personnel : 7 marks More than Equal to 250 personnel but less than 400 personnel : 8 marks More than Equal to 400 personnel but less than 500 personnel : 9 marks Greater than or equal to 500 personnel : 10 marks	10	HR certificate certifying the relevant manpower strength
RELEVANT STRENGTHS		30	
The Bidder should have successfully implemented (Go-Live) or implementing at least 3 similar IT Projects of value Rs. 10 Crore or more over the past 5 years as of 31.03.2017	When No. of Completed / Ongoing similar IT Project of value INR 10 Crores or more over the past 5 years as on 31.03.2017. • Equal to 3 projects : 7 marks • For every extra project = 1 Mark each upto max. 3 Marks 1+	10	Completion Certificates from the client; OR Work Order + Execution Certificate (for ongoing projects) from the client(s).
Implemented and maintained similar Portal and app system(s) capable	• More than 25,000 less than equal to 30,000 transactions on a peak day : 7 marks	10	Bidder shall provide proof of handling such transactions

WEBEL TECHNOLOGY LIMITED

Criteria	Basis for valuation	Max Marks	Supporting
of processing at least 25,000 (twenty five thousand) transactions on a peak day.	<ul style="list-style-type: none"> More than 30,000 less than equal to 35,000 transactions on a peak day : 8 marks More than 35,000 less than equal to 40,000 transactions on a peak day: 9 marks More than 40,000 transactions on a peak day : 10 marks 		If actual is not available, Bidder shall conduct a demo itself and provide a system generated self certified report which shall be verified by WTL
Implemented and maintained similar systems capable of handling a minimum of 1000 users in concurrent usage.	<ul style="list-style-type: none"> More than 1000 less than equal to 2000 users : 7 marks. More than 2000 less than equal to 3000 users : 8 Marks. More than 3000 less than equal to 4000 users : 9 marks More than 4000 users : 10 marks 	10	Bidder shall provide proof of handling such transactions and if actual is not available, Bidder shall conduct a demo and provide a system generated self certified report which will be verified by WTL
<ul style="list-style-type: none"> APPROACH & METHODOLOGY 		30	
Solution Proposed Demonstration of understanding of the requirements	<ul style="list-style-type: none"> Detailed Technical Solution architecture and its components proposed to meet data, performance, scalability, availability and security requirements of the project : 5 Marks Software solution proposed : 5 Marks Training and Post-implementation O&M support solution proposed : 5 Marks 	15	Self certified document & presentation
Approach and Methodology to perform the work in this assignment	<p>Qualitative assessment based on:</p> <ul style="list-style-type: none"> Understanding of the objectives of the assignment:- 5 Marks Security measures to be undertaken to protect application from hacking / unauthorized access/ DoS attacks : 5 Marks Risk Mitigation and Business Continuity Methodology proposed – 5 Marks 	15	Self certified document & presentation
RESOURCE PROFILE	Qualitative assessment	20	
Manpower	<p>Key Project Resources</p> <p>Implementation: 5 Marks</p> <ul style="list-style-type: none"> One Project Manager - 1 Marks A Senior Domain Analyst - 1 Mark One Tech Lead - 1 Mark A Senior Software Engineer -1 Mark One Database Administrator- 1 Mark <p>Post Implementation: 3 Marks</p> <ul style="list-style-type: none"> Project Manager - 1 Marks Senior Software Engineer / Tech Lead - 1 Mark Database admin / System Analyst - 1 Mark <p>Support Staff for Post Implementation</p>	10	Relevant CVs certified by the bidder

WEBEL TECHNOLOGY LIMITED

Criteria	Basis for valuation	Max Marks	Supporting
	O&M for 5 years: 2 Mark <ul style="list-style-type: none"> 4 support resources in design, development, technical support and up gradation of System including Mobile Applications : 0.5 marks each 		
	<ul style="list-style-type: none"> The bidder must have at least 20 technical resources on their payroll conversant with design & development of similar projects. 10 Technical CVs for Depository application Development : 1 mark each 	10	Relevant CVs certified by the bidder
Total		100	

The minimum technical score required to qualify technical evaluation is 70 Points out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Client will notify Applicants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

The Client will notify the Applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.

The Financial Proposals will be opened publicly in the presence of Applicants' representatives who choose to attend. The name of the Applicants, their technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.

Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The man-months considered for calculation of costs for the personnel in the Financial Proposal should match the man-months for the corresponding personnel given in the Technical Proposal. In case, the man-months considered for calculation of costs for the personnel in the Financial Proposal are more than the corresponding man-months given in the Technical Proposal, man-months considered in the Financial Proposal shall be reduced to match the man-months given in the Technical Proposal with a corresponding reduction in the cost indicated in the Financial Proposal. In case the man-months considered for calculation of costs for the personnel in the Financial Proposal are less than the corresponding man-months given in the Technical Proposal, the System Integrator has to deploy the personnel for the man-months given in the Technical Proposal, without any claim or increase of the Financial Proposal. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

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

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

WEBEL TECHNOLOGY LIMITED

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

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

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

The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be invited for contract signing (the "Successful Applicant").

WEBEL TECHNOLOGY LIMITED

SECTION – G

GUIDANCE FOR E-TENDERING

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

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 Centre (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. Copy of Demand Draft of Earnest Money Deposit (EMD)
2. Copy of Demand Draft of Tender Fee
3. Bid Form as per format (Section – E)

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

1. N I T Declaration duly stamped & signed in bidder's letter head, Section - S

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

1. Technical Specification With Compliance Statement (Section – I)
2. Manufacturer Authorisation Form (Section – N)

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-STATUTARY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:

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

WEBEL TECHNOLOGY LIMITED

Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	Required Document
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	Required Document
		B2. COMPANY DETAILS 2	Required Document
C	CREDENTIAL	CREDENTIAL 1	Required Document
		CREDENTIAL 2	Required Document
D	DECLARATION	DECLARATION 1	Required Document
		DECLARATION 2	Required Document
		DECLARATION 3	Required Document
		DECLARATION 4	Required Document
		DECLARATION 5	Required Document
		DECLARATION 6	Required Document
E	FINANCIAL INFO	P/L & BALANCE SHEET 2014-2015	P/L & BALANCE SHEET 2014-2015
		P/L & BALANCE SHEET 2015-2016	P/L & BALANCE SHEET 2015-2016
		P/L & BALANCE SHEET 2016-2017	P/L & BALANCE SHEET 2016-2017

The hard copy of the total set of documents uploaded in e-Tender site except BOQ to be submitted in sealed envelope to Manager (Purchase), Webel Technology Ltd. before opening of Technical Bid. The envelope superscripted with words "Hard copy of document uploaded against Tender no. WTL/PAR/DD/17-18/039 except BOQ".

WEBEL TECHNOLOGY LIMITED

SECTION – H

BILL OF MATERIAL

1) Hardware for State Data Centre (SDC) and Disaster Recovery (DR) site. Blade server to be used and procured in phases as per project requirements					
S. No.	Component	Min. Qty (SDC)	Min. Qty (DR site)	To be provided/ supplied by	Remarks
1.1	Database Server	As applicable	As applicable	System Integrator	Clustered in Active-Passive mode for High availability
1.2	Application Server (Depository Portal application)	As applicable	As applicable	System Integrator	Clustered in active passive mode
1.3	Application Server (Certificate Management System)	As applicable	As applicable	System Integrator	Clustered in active passive mode
1.4	Web Server	As applicable	As applicable	System Integrator	Clustered in active passive mode
1.5	Documents Server (Storing digitally signed scanned documents and image files)	As applicable	As applicable	System Integrator	Clustered in active passive mode
1.6	Staging-cum-Testing Server (Web + Application)	As applicable	As applicable	System Integrator	For pre-production development, testing and audit
1.7	Staging-cum-Testing Server (Database)	As applicable	As applicable	System Integrator	For pre-production development, testing and audit
1.8	SAN storage	As applicable	As applicable	System Integrator	
1.9	24-port SAN switches	As applicable	As applicable	System Integrator	As applicable for SAN integration for Database and Document servers
1.10	FC HBA Cables	As applicable	As applicable	System Integrator	As required for HBA ports of Database and Document Servers
1.11	LTO 4 Ultrium Tape cartridges	As applicable	Not applicable	System Integrator	
1.12	16-port KVM switches	As applicable	As applicable	System Integrator	As required for hosting servers at SDC and DR site
1.13	Any others	As applicable	As applicable	System Integrator	As required to fulfil data, performance, scalability, availability, security and DR/ Business Continuity requirements of the project
Note: All the Server systems must be provided from the same OEM, else the bid will be summarily rejected					
2) System Software for SDC and DR					

WEBEL TECHNOLOGY LIMITED

S. No.	Component	Min. Qty (SDC)	Min. Qty (DR site)	To be provided/ supplied by	Remarks
2.1	Operating system licenses	As applicable	As applicable	System Integrator	
2.2	RDBMS software	As applicable	As applicable	System Integrator	As per proposed solution including with failover clustering and load balancing
2.3	Application server software	As applicable	As applicable	System Integrator	As per proposed solution including with failover clustering
2.4	Web server software	As applicable	As applicable	System Integrator	As per proposed solution
2.5	Any others	As applicable	As applicable	System Integrator	As per proposed solution
<p>Note: System Integrator also needs to integrate their systems with other common system software like Antivirus, Enterprise Monitoring and Backup systems of SDC in coordination with Data Center Operator (DCO) and Composite Team (CT) of SDC and WTL Ltd and needs to provide support and monitoring activities for the entire Digital Depository system through the same.</p>					

Capacity Building and Training of DSA/ Government Officials/ CSCs

- Depository Service Agency (DSA) Officials – 50 Users
- Government Officials/ Government Users trained as Issuers – 1000 Users (at all levels - State, District, Sub-division and Blocks)
- Government Officials/ Government Users trained as Requestors - 1000 Users (at all levels - State, District, Sub-division and Blocks)
- CSCs to be trained on “Train-the-Trainer” Concept

Note:

- 1. The above quantities specified are indicative only and same may vary based on the requirements. However payment to be made based on the actual quantity.**
- 3. The bidder should take care that rate mentioned sufficiently covers the expenses that the bidder shall incur for any other cost (if required) for the project as mentioned in the scope of work.**
- 4. The Commercial Offer shall be on a fixed price basis, changes in the taxes will be paid on actual basis.**
- 5. The bidder should take care that rates mentioned above sufficiently covers the expenses that the bidder shall incur for system software, database licenses, hardware(if any), resource employed for the project and maintenance as mentioned in the scope of work.**

Bill of quantity may change at the time of ordering.
Detailed Technical Specifications are given in Section - I

WEBEL TECHNOLOGY LIMITED

SECTION - I

TECHNICAL SPECIFICATION WITH COMPLIANCE STATEMENT

(Tender No. WTL/PAR/DD/17-18/039)

- Bidder should submit all relevant data sheet/brochure of all quoted items and should also available in respective OEM's official website.
- Bidder should indicate items mentioned in the OEM data sheet / brochure by marketing the serial no. as mentioned in minimum specification in the RFP

Blade Servers

- Total 4 blades can be taken in a single chassis to start with, which may be scaled up as per requirement.

Sr. No	Features	Minimum Specifications Required
1.	CPU	4 numbers X86- Latest Generation Processor , minimum 18 Core per processor with minimum 2.0GHz clock speed
2.	Cache L3	Min 25MB
3.	Memory	Minimum 512 GB DDR4 Memory with Min 2400Mhz speed, scalable upto 1 TB
4.	Memory Slots	24 DIMM sockets
5.	Memory protection support	ECC, Memory Mirroring / Memory Sparing
6.	SCSI Controllers	Integrated 12 Gbps SAS Hardware Raid Controller supports Hardware RAID 0, 1.
7.	Disk Drives	4 x minimum 600GB 10K 12Gbps SAS HDD
8.	Graphics Controller	Min 8 MB DRAM
9.	Ports	Two Internal or external USB 3.0 Port.
10.	Operating System Support	Compatible OS and Virtualization software as required
11.	Management	Integrated management module with remote diagnostics (graphics, keyboard, mouse and virtual media)
12.	Security features	Power-on password, administrator's password,
13.	Failure Alerting Mechanism	The server should be able to alert impending failures on maximum number of components. (Processors, voltage regulators, memory, internal storage (SAS/SATA HDDs and SSDs), fans, power supplies & RAID controllers.
14.	Warranty	5 Years Onsite Comprehensive Warranty with price guarantee for entire length of contract

WEBEL TECHNOLOGY LIMITED

Techno-Functional Compliance of the Bidders

Sl. No	Features	Minimum Specifications Required	Complied (Yes/No)
1	Form Factor	Max 12U Rack mounted chassis to house minimum 7 and maximum 16 compute blades. The Bidder should not quote for a blade chassis which is likely to be declared end of support within 6 years period from the date of FAT. Bidder to attach the letter from OEM stating the same.	
2	IO Bays	Min two high-speed switch bays capable of supporting I/O architectures in Ethernet / Fiber Channel/ FCoE / InfiniBand	
3	Switch Modules	<p>1. The Chassis should have minimum of 2 x 10G converged switches. The switches should be enabled with adequate number of downlink ports to support 4 x 10G ports per blade server for the full capacity of offered blade chassis. Each switch should have a minimum of 4x10Gbps/8x8Gbps/4 x 16Gbps FC uplinks for storage connectivity, 2 x 10G SR and 2 x 1G RJ 45 uplinks for LAN connectivity. The switch should be designed to support both LAN and SAN environments, offering Layer 2 features for the LAN and support for connectivity to SAN including FCoE, Fiber Channel, iSCSI, and NAS storage.</p> <p>Or</p> <p>2. Separate 2 nos. Converged switches 24 ports</p> <p>Or</p> <p>3. Separate 24 port 16Gbps FC switches (2 nos.) & 10/25 Gbps Ethernet switches (2 nos.)</p>	
		Each switch should deliver non-blocking architecture with minimum 1.28 Tbps throughput and full line write performance.	
		The proposed converged switches should be capable of supporting 16G FC transceivers for SAN connectivity and 40G transceivers for LAN environment.	
4	MidPlane/Fabric	Chassis should have a highly reliable mid plane / Fabric for providing connectivity of the shared resources to the compute nodes in a highly reliable manner.	
5	Power Modules	Redundant power modules to provide N+1 redundancy. Vendor to quote for the power cables along with blade chassis	
6	Chassis Management Module	Integrated/Redundant chassis Management Module providing IP based management of the blades and vital elements like FC / Ethernet / converged Switches. Should also provide for controlling Power/ Fan management, Chassis and compute node initialization, Switch management, Resource discovery and inventory management, Resource alerts and monitoring management, Chassis and blade power management and diagnostics for elements including Chassis, I/O options and compute nodes.	
7	Chassis Management Network	The management network connection to Blade solution including server nodes and I/O modules should provide faster throughput for remote connections, support operating systems, and updating firmware.	

WEBEL TECHNOLOGY LIMITED

Sl. No	Features	Minimum Specifications Required	Complied (Yes/No)
8	System Panel	LEDs or LCDs on the chassis can be used to obtain the status of the chassis connection and health.	
9	Management Software	The blade chassis should be supplied with management software for the full capacity. The management software should be from the same OEM.	
10	Operating Temperature	Chassis must have an operating temperature of at least 10 degrees centigrade to 35 degrees centigrade.	
11	Warranty	5 Years Onsite Comprehensive Warranty with price guarantee for entire length of contract	

- Application Security Audit compliance
- Final System Integration and Hosting in Production environment
- Documentation - Technical and User manuals
- Capacity Building and Training
- Comprehensive post-implementation support including operations and maintenance support for five (5) years, Project hand-over along with handover of all software and documentation and Exit management

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

WEBEL TECHNOLOGY LIMITED

SECTION - J

LICENSING DETAILS

(Tender No. WTL/PAR/DD/17-18/039)

SOFTWARE LICENSING FOR	DETAILS

WEBEL TECHNOLOGY LIMITED

SECTION – K

TECHNICAL CAPABILITY OF BIDDER

(Tender No. WTL/PAR/DD/17-18/039)

Sl. No.	Project Name	Start Date	End Date / Status	Brief description of project & scope of work (implementation, operation & maintenance)	Type of project	Approx value of the project	Contact details of the Customer

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

WEBEL TECHNOLOGY LIMITED

SECTION – L

FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/PAR/DD/17-18/039)

FINANCIAL INFORMATION

Sl. No.	Name of the Bidder	Turnover (Rs. / Crores)		
		2014-15	2015-16	2016-17
1				

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

Submit the audited financial statement/ audited annual report of the last three financial years.

WEBEL TECHNOLOGY LIMITED

SECTION – M

BIDDERS'S DETAILS

(Tender No. WTL/PAR/DD/17-18/039)

1	Name of the Firm	
2	Registered Office Address	
	Contact Number	
	Fax Number	
	E-mail	
3	Correspondence / Contact address	
	Name & Designation of Contact person	
	Address	
	Contact Number	
	Fax Number	
	E-mail	
4	Is the firm a registered company? If yes, submit documentary proof	
	Year and Place of the establishment of the company	
6	Former name of the company, if any	
7	<p>Is the firm</p> <ul style="list-style-type: none"> ▪ a Government/ Public Sector Undertaking ▪ a propriety firm ▪ a partnership firm (if yes, give partnership deed) ▪ a limited company or limited corporation ▪ a member of a group of companies, (if yes, give name and address and description of other companies) ▪ a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project. 	
8	Is the firm registered with Sales Tax department? If yes, submit valid VAT Registration certificate.	
9	Is the firm registered for Service Tax with Central Excise Department (Service Tax Cell)? If yes, submit valid Service Tax registration certificate.	
10	Total number of employees. Attach the organizational chart showing the structure of the organization.	
11	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
12	How many years has your organization been in business under your present name? What were your fields when you established your organization	
13	<p>What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary)</p> <ul style="list-style-type: none"> ▪ Manufacturer ▪ Supplier ▪ System Integrator ▪ Consultant ▪ Service Provider (Pl. specify details) ▪ Software Development ▪ Total Solution provider (Design, Supply , Integration, O&M) ▪ IT Company 	

WEBEL TECHNOLOGY LIMITED

14	Number of Offices in district head quarters in West Bengal	
15	Is your organization has ISO 9001:2008 certificates?	
16	List the major clients with whom your organization has been / is currently associated.	
17	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
18	Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking? (Give details)	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – N

MANUFACTURER'S AUTHORIZATION FORM

Date:

To
Webel Technology limited
Plot-5, Block-BP, Sector-V
Salt Lake
Kolkata-700 091

Ref: Tender No.: WTL/PAR/DD/17-18/039 dated 15/02/2018

WHEREAS _____ who are official producers of
_____ and having production facilities at
_____ do hereby authorize
_____ located at
_____ (hereinafter, the "Bidder") to submit a bid of the following
Products produced by us, for the Supply Requirements associated with the above Invitation for Bids.

When resold by _____, these products are subject to our applicable standard end user warranty terms.

We assure you that in the event of _____, not being able to fulfill its obligation as our Service Provider in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

We also confirm that _____ is our authorized service provider/system integrator and can hence provide maintenance and upgrade support for our products.

We also confirm that the products quoted are on our current product list and are not likely to be discontinued within 5 years from the day of this letter. We assure availability of spares for the products for the next five years after three years warranty.

We also confirm that the material will be delivered within 45 days from the date of placement of confirmed order.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the authorization for and on behalf of _____

Dated on _____ day of _____ 2018

Note: This letter of authority must be on the letterhead of the Manufacturer and duly signed by an authorized signatory.

WEBEL TECHNOLOGY LIMITED

SECTION – O

FORMAT FOR PRE-BID MEETING QUERY

(Tender No. WTL/PAR/DD/17-18/039)

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 cut off 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: _____

WEBEL TECHNOLOGY LIMITED

SECTION - P

SUPPORT & MANPOWER DETAILS OF BIDDER

(Tender No. WTL/PAR/DD/17-18/039)

Sl. No.	Name of Place	Address	Name of Support Personnel	Contact Number

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – Q

LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/PAR/DD/17-18/039)

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

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – R

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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

Ref Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of WEBEL TECHNOLOGY LIMITED, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its Registered office at 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.

WEBEL TECHNOLOGY LIMITED

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

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

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

SIGNED, SEALED AND DELIVERED

(Stamp of the executants)

WITNESS

1) _____

2) _____

(Name & address in full with Rubber Stamp)

WEBEL TECHNOLOGY LIMITED

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

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

WEBEL TECHNOLOGY LIMITED

SECTION – S

NIT DECLARATION

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

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

Sub: Development, implementation and maintenance of Digital Depository for the state of West Bengal.

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. WTL/PAR/DD/17-18/039 dated 15.02.2018 for Development, implementation and maintenance of Digital Depository for the state of West Bengal published by Webel Technology Limited in e-Tender website.

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

Thanking you, we remain

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

Dated, thisday of2018

WEBEL TECHNOLOGY LIMITED

SECTION – T (1)

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE

(Tender No. WTL/PAR/DD/17-18/039)

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise 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 legalised by the Indian Embassy and notarised 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 legalised by the Indian Embassy if it carries a conforming Apostille certificate.

WEBEL TECHNOLOGY LIMITED

SECTION – T (2)

APPLICANT'S EXPERIENCE

(Tender No. WTL/PAR/DD/17-18/039)

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

Use 10 (ten) best projects with copy of proof of experience.

Exhibit projects in the last three years.

Projects without the proof of experience from client will not be considered for evaluation.

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

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – T (3)

**COMMENTS AND SUGGESTIONS ON THE SCOPE OF WORK AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

(Tender No. WTL/PAR/DD/17-18/039)

A: On the Scope of Work

B: On the data, services and facilities to be provided by the client

C: On Technical Proposal

D: General Comments

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – T (4)

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(Tender No. WTL/PAR/DD/17-18/039)

Technical approach with methodology and work plan is key component of the Technical Proposal. The System Integrator is suggested to present its Technical Proposal divided into the following chapters:

- a) Technical Approach and Methodology,
 - b) Work Plan, and
 - c) Organisation and Staffing.
-
- **Technical Approach and Methodology.** In this chapter the System Integrator should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The System Integrator should highlight the problems to be addressed along with their importance and explain the technical approach the System Integrator would adopt to address them. The System Integrator should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach. Please limit the discussion to 20 single sided pages (10 double sided pages).
 - **Work Plan.** In this chapter the System Integrator should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan should be consistent with technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.
 - **Organisation and Staffing.** In this chapter the System Integrator should propose the structure and composition of the proposed team. The System Integrator should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

WEBEL TECHNOLOGY LIMITED

SECTION – T (5)

TEAM COMPOSITION AND TASK ASSIGNMENTS

(Tender No. WTL/PAR/DD/17-18/039)

1. Professional staff ¹				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

2. Support staff				
Name of staff	Firm	Area of expertise	Position assigned	Tasks assigned

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

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

WEBEL TECHNOLOGY LIMITED

SECTION – T (6)

CURRICULAM VITAE (CV) FOR PROPOSAL PROFESSIONAL STAFF

(with one page of summary of experience)

(Tender No. WTL/PAR/DD/17-18/039)

1.	Proposed position	
2.	Name of firm	
3.	Name of staff	[First] [Middle] [Surname]
4.	Date of birth	[March 20, 2013]
5.	Nationality	
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]
7.	Membership of Professional Organizations	
8.	Training & Publications	[Indicate significant training since education degrees (under 5) were obtained]
9.	Project Name, Description and Locations	List relevant projects

10.	Languages	Language	Proficiency (good/ fair/ poor)		
			Speaking	Reading	Writing
		Bengali			
		English			
		Hindi / Other			

11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration
				YYYY to present

12.	Details of tasks assigned	
-----	---------------------------	--

13.	Work Undertaken that Best Illustrates Capability to Assigned Handle the Tasks Assigned	[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned] Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:
-----	--	---

14.		Name of assignment or project: Year: Location: Client: Project Cost:
-----	--	--

WEBEL TECHNOLOGY LIMITED

		Main project features: Positions held: Activities performed:
15.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

Note:

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

WEBEL TECHNOLOGY LIMITED

SECTION – T (7)

STAFFING SCHEDULE

(Tender No. WTL/PAR/DD/17-18/039)

S.No.	Name of key staff	Staff input (in the form of a bar chart)							Total staff input (months)
		M1	M2	M3	M4	M5	M6	n	
	Name of support staff								
	Total								

WEBEL TECHNOLOGY LIMITED

ANNEXURE - I

STANDARD FORM OF CONTRACT

CONTRACT FOR SYSTEM INTEGRATION SERVICES

Between

Webel Technology Limited
Plot 5, Block BP, Sector: V, Salt lake, Kolkata : 700091

AND

[Name of System Integrator]

[Date]

WEBEL TECHNOLOGY LIMITED

I. Form of Contract

Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the "Contract") is made on the [Date in words] day of the month of [month] [year in 'yyyy' format], by and between

The Webel Technology Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at Plot 5, Block: BP, Sector: V, Salt Lake, Kolkata: 700 091, India, hereinafter referred to as the "Client" which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

and

[Name of System Integrator and registered address]

(hereinafter called the "System Integrator")

WHEREAS

- a) The Client has requested the System Integrator to provide certain system integration services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");
- b) The System Integrator, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) The General Conditions of Contract (hereinafter called "GC");
- b) The Special Conditions of contract (hereinafter called "SC");
- c) Section 5 - Terms of Reference;
- d) The following Appendices:

Appendix A: Copy of Bank Guarantee for Performance Security

2. The mutual rights and obligations of the Client and the System Integrator shall be as set forth in the Contract; in particular:

- a) The System Integrator shall carry out the Services in accordance with the provisions of the Contract; and
- b) Client will make payments to the System Integrator in accordance with the provisions of the Contract.

3. Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:

- a) The provisions of this Contract shall override all provisions of other documents comprising the Contract.
- b) the provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
- c) the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
- d) the Appendices shall subject to each of the Contract, SC and the GC

WEBEL TECHNOLOGY LIMITED

- e) Any decision of the Client in relation to the priority of documents shall be final and binding upon the System Integrator

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF CLIENT

[Signature]

[Name]

[Designation]

FOR AND ON BEHALF OF SYSTEM INTEGRATOR

[Signature]

[Name]

[Designation]

Witness:

1. [Signature, name and address]

2. [Signature, name and address]

WEBEL TECHNOLOGY LIMITED

II. General Conditions of Contract

1. General provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) "Affiliate" means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly;
- c) "Client" means the Party named in the Contract, who employs the System Integrator;
- d) "System Integrator" or "System Integrator" means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services;
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;
- f) "Contract Price" means the price to be paid for the performance of the Services;
- g) "GC" means the General Conditions of Contract;
- h) "Government" means the Government of Client's country;
- i) "Local Currency" means the currency of the Government;
- j) "Member", in case the System Integrator consist of a joint venture of more than one entity, means any of these entities, and " Members" means all of these entities; "Lead Member/ Member in Charge" means the entity specified in the SC to act on behalf of Each Member in exercising all the System Integrator' rights and obligations towards the Client under this Contract;
- k) "Material Adverse Effect" means material adverse effect on (a) the ability of the System Integrator to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- l) Master Services Agreement (MSA) shall mean the same as "contract";
- m) "Party" means the Client or the System Integrator, as the case may be, and Parties means both of them;
- n) "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the System Integrator from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- o) "Personnel" means persons hired by the System Integrator or by any Sub-System Integrator as employees and assigned to the performance of the Services or any part thereof;

WEBEL TECHNOLOGY LIMITED

- p) "Project" means "[name of assignment]";
 - q) "SC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
 - r) "Services" means the work to be performed by the System Integrator pursuant to this Contract as described in TOR;
 - s) "Sub-System Integrator" means any entity to which the System Integrator subcontract any part of the Services in accordance with the provisions of this contract; and,
 - t) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee
 - u) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
 - v) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among System Integrator (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
- 1.2 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at Kolkata.
- 1.3 Language: This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.5 Location: The Services shall be performed at such locations as whether in Country or elsewhere, as the Client may approve.
- 1.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the System Integrator may be taken or executed by the officials in the SC.
- 1.7 Taxes and Duties: Unless otherwise specified in the SC, the System Integrator, Sub-System Integrator and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
- 1.8 Interpretation: In the Contract, unless the context otherwise requires:
- 1.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
 - 1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.
 - 1.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or

WEBEL TECHNOLOGY LIMITED

relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.

- 1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to
- 1.8.5 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- 1.8.6 The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed ejusdem generis with any foregoing words.
- 1.8.7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- 1.8.8 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- 1.8.9 The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.
- 1.8.10 References to a person (or to a word importing a person) shall be construed so as to include:
 - a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
 - b) That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
 - c) References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

WEBEL TECHNOLOGY LIMITED

2. Commencement, completion, modification and termination of contract

- 2.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated in the SC.
- 2.2 Commencement of Services: The System Integrator shall commence the Services from 15th (fifteen) day of effectiveness of the Contract or any date prior to that with written approval from the Client.
- 2.3 Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.
- 2.4 Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure
- 2.5.1 Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.
- 2.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
 - b) has informed the other party as soon as possible about the occurrence of such an event.
 - c) the dates of commencement and estimated cessation of such event of Force Majeure; and
 - d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.
- 2.5.3 The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.
- 2.6 Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.7 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the System Integrator shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

3. Termination

- 3.1 By the client: The Client may terminate this Contract, by not less than thirty (30) days' or sixty (60) written notice of termination to the System Integrator, to be given after the occurrence of any of the events specified in this clause:
- a) if the System Integrator do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing;

WEBEL TECHNOLOGY LIMITED

- b) within thirty (30) days, if the System Integrator become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the System Integrator are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- d) within thirty (30) days, if the System Integrator fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within thirty (30) days, if the System Integrator submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the System Integrator places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- f) within thirty (30) days, if the System Integrator, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- g) if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days' decides to terminate this Contract.

3.2 By the System Integrator: The System Integrator may terminate this Contract, by not less than thirty (30) day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:

- a) if the Client fails to pay any money due to the System Integrator pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the System Integrator that such payment is overdue ; or
- b) if, as the result of Force Majeure, the System Integrator are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the System Integrator's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 6.4.6 hereof, (iv) the rights of indemnity of the Client specified in clause 6.12 and (v) any right which a Party may have under the Applicable Law.

3.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the System Integrator shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the System Integrator and equipment and materials furnished by the Client, the System Integrator shall handover all project documents under procedure described in this contract.

3.5 Payment upon termination: Upon termination of this Contract, the Client will make the following payments to the System Integrator:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Contract is terminated pursuant to Clause 3.1a), b), d), e) or e), the System Integrator shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The System Integrator will be required to pay any such liquidated damages to Client within 30 days of termination date.

WEBEL TECHNOLOGY LIMITED

3.6 Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

4. Obligations of the System Integrator

4.1 General: The System Integrator shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The System Integrator shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Contractors or third parties.

4.2 Conflict of interest

4.2.1 System Integrator Not to Benefit from Commissions, Discounts, etc.: The remuneration of the System Integrator pursuant to relevant clauses hereof shall constitute the System Integrator's sole remuneration in connection with this Contract or the Services, and the System Integrator shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the System Integrator shall use their best efforts to ensure that the Personnel, any Sub-System Integrator and agents of either of them, similarly shall not receive any such additional remuneration.

4.2.2 Prohibition of Conflicting Activities: Neither the System Integrator nor their Sub-System Integrator nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
- b) after the termination of this Contract, such other activities as may be specified in the SC.

4.3 Confidentiality: The System Integrator, their Sub-System Integrator, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

4.4 System Integrator's Actions Requiring Client's Prior Approval: The System Integrator shall obtain the Client's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub System Integrator and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the System Integrator shall remain fully liable for the performance of the Services by the Sub System Integrator and its Personnel pursuant to this Contract, (iii) that the extent of subcontracting would be restricted to 30 (thirty) percent of the contract price, and (iv) the Client will be provided by the System Integrator with particulars (name, financial & technical background, sub-system integration fee) of the sub-System Integrator.
- b) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
- c) any other action that may be specified in the SC.

4.5 Reporting Obligations: The System Integrator shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.

4.6 Documents prepared by the System Integrator to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the System

WEBEL TECHNOLOGY LIMITED

Integrator pursuant to this contract shall become and remain the property of the Client, and the System Integrator shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The System Integrator may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

- 4.7 **Liability of the System Integrator:** Subject to additional provisions, if any, set forth in the SC, the System Integrator' liability under this Contract shall be as provided by the Applicable Law.
- 4.8 **Insurance to be taken out by the System Integrator:** The System Integrator (i) shall take out and maintain, and shall cause any Sub System Integrator to take out and maintain, at their (or the Sub System Integrator', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the System Integrator shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the System Integrator fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the System Integrator, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the System Integrator, and the System Integrator shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the System Integrator and the System Integrator shall procure an undertaking from the insurance company in this regard.

5. System Integrator' personnel

5.1 Description of Personnel

5.1.1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the System Integrator' core team are described in this contract. The core team are hereby approved by the Client. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the System Integrator, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in this Contract.

5.1.2 If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the System Integrator by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client's prior written approval.

5.2 Removal and/or Replacement of Key Personnel

5.2.1 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of 15 (fifteen) percent of key personnel (considering equal weighting for each key personnel) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of key personnel in excess of 15 (fifteen) percent of key personnel would call for reduction of remuneration, which will not exceed 80 (eighty) percent of the remuneration agreed for the Original Key personnel.

WEBEL TECHNOLOGY LIMITED

- 5.2.2 For key personnel replaced for the second time, the remuneration payable will not exceed 80 (eighty) percent of the remuneration which would have been payable for the first replaced personnel replaced for the remaining period.
- 5.2.3 If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the System Integrator shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- 5.2.4 Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the System Integrator may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the System Integrator shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

6. Obligations of the client

- 5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the Client will use its best efforts to ensure that the Government will provide the System Integrator, Sub-System Integrator and Personnel with work permits and such other documents as necessary to enable the System Integrator, Sub System Integrator or Personnel to perform the Services:
- 5.1.1 assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- 5.1.2 facilitate prompt clearance through customs of any property required for the Services;
- 5.1.3 issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- 5.1.4 Access to land: The Client warrants that the System Integrator shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

7. Payments to the System Integrator

- 7.1 Payment terms: The System Integrator total remuneration including out of pocket expenses shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-System Integrator' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the System Integrator in carrying out the Services. In addition to these, any conditions mentioned in the SC shall also be applicable to this contract. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses hereof.
- 7.2 No payment shall become eligible for the next stage until the System Integrator completes to the satisfaction of the Client the work pertaining to the preceding stage.
- 7.3 Currency: The price is payable in local currency i.e. Indian Rupees.
- 7.4 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract.

8. Settlement of disputes

- 8.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

WEBEL TECHNOLOGY LIMITED

8.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

9. Responsibility for accuracy of project documents

9.1 General

9.1.1 The System Integrator shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The System Integrator will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.

9.1.2 The System Integrator shall be fully responsible for the accuracy of plans and drawings. The System Integrator shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the System Integrator.

10. Liquidated damages

If the selected System Integrator fails to complete the Assignment, within the period specified under the contract, the System Integrator shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees.

11. Representation, warranties and disclaimer

11.1 The System Integrator represents and warrants to the Client that:

11.1.1 it is duly organised, validly existing and in good standing under the applicable laws of its Country;

11.1.2 it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;

11.1.3 it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;

11.1.4 it has the financial standing and capacity to undertake the Project;

11.1.5 this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

11.1.6 it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;

11.1.7 there are no actions, suits, proceedings, or investigations pending or, to the System Integrator's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the System Integrator under this Contract or materially affect the discharge by the System Integrator of its obligations under the Contract.

11.1.8 no representation or warranty by the System Integrator contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

11.1.9 no sums, in cash or kind, have been paid or will be paid, by or on behalf of the System Integrator, to any person by way of fees, commission or otherwise for securing the

WEBEL TECHNOLOGY LIMITED

Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

12. Miscellaneous

12.1 Assignment and Charges

12.1.1 The Contract shall not be assigned by the System Integrator save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

12.1.2 The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.

12.2 Indemnity: The System Integrator agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the System Integrator of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the System Integrator including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the System Integrator of the commencement thereof; provided, however, that the omission so to notify shall not relieve the System Integrator from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

12.3 Governing Law and Jurisdiction: The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to the Contract.

12.4 Waiver

12.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- c) shall not affect the validity or enforceability of the Contract in any manner.

12.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

12.4.3 Survival: Termination of the Contract (a) shall not relieve the System Integrator or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of

WEBEL TECHNOLOGY LIMITED

any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

- 12.4.4 **Notices:** Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.
- 12.4.5 **Severability:** If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.
- 12.4.6 **No Partnership:** Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- 12.4.7 **Language:** All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SC.
- 12.4.8 **Exclusion of Implied Warranties etc.:** The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.
- 12.4.9 **Agreement to Override Other Agreements:** The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.
- 12.4.10 **Counterparts:** The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract

WEBEL TECHNOLOGY LIMITED

13. Service Level agreement

(A) Implementation Phase

Measurement	Target	Key Assumptions	Penalty
Delivery and Installation of Hardware at SDC for Digital Depository (for each installation)	60 days from date of formal request by WTL	As per BOM and Technical Specs in RFP	<ul style="list-style-type: none"> • No Penalty in case of delay of One week • Penalty of .5% of Value per week for next 3 weeks delay, 1% per week next week onwards subject to a maximum of 5% Penalty of Value <p>Value = Total Hardware supply and installation as per price bid</p>
Delivery and Installation of System Software at SDC for Digital Depository (for each installation)	60 days from date of formal request by WTL	As per BOM and Technical Specs in RFP	<ul style="list-style-type: none"> • No Penalty in case of delay of One week • Penalty of .5% of Value per week for next 3 weeks delay, 1% per week next week onwards subject to a maximum of 5% Penalty of Value <p>Value = Total System Software supply and installation as per price bid</p>
Application Development	Development and Go-Live time schedule as mentioned in this RFP	<ol style="list-style-type: none"> 1. Application development for : <ol style="list-style-type: none"> a) Digital deposit and storage of documents from user department b) Manual certificate management system c) Depository Mobile app and 2. Application development shall comply with functional specifications provided in this RFP / SRS Document including: <ol style="list-style-type: none"> a) Database 	<p>Penalty :</p> <ol style="list-style-type: none"> 1. Delay of two (2) weeks beyond timelines specified for both development and go-live : Penalty of 1% of Value per week 2. Delay of every week beyond initial 4 weeks : Penalty of 2% per week <p>Value : Bid amount for One time application development</p> <p>In case the penalty reaches 20% of Value , WTL reserves the right to Terminate the Contract and forfeit performance guarantee</p>

WEBEL TECHNOLOGY LIMITED

		<p>designing</p> <p>b) Backend development and integration</p> <p>c) Front end development</p> <p>d) Application level testing</p> <p>e) Hosting at State Data Centre</p> <p>f) Go-Live of the application</p>	
<p>Service enablement : API Integration with government department</p>	<p>30 days from approval from WTL</p>	<p>a. Study system software of government department/ corporate level user</p> <p>b. Create necessary documentation for API integration requirements including user level API development requirements</p> <p>c. Develop Digital Depository side API for integration with government department/ corporate level user</p> <p>d. Ensure API integration at user level application software</p> <p>Note : Approval and certification from user department and WTL is necessary to prove completion for each service enablement</p>	<p>Penalty :</p> <ol style="list-style-type: none"> 1. Delay of two (2) weeks beyond timelines specified for both development and go-live : Penalty of 1% of Value per week 2. Delay of every week beyond initial 4 weeks : Penalty of 2% per week <p>Value : Bid amount for API integration</p> <p>In case the penalty reaches 20% of Value , WTL reserves the right to Terminate the Contract and forfeit performance guarantee</p>

WEBEL TECHNOLOGY LIMITED

(B) Post Implementation Service Level and Penalty Clause

Measure	Target	Explanation	Penalty
Server response time	< = 2 Seconds	<ol style="list-style-type: none"> 1. Time taken by the server to complete the request originating from the mobile app or depository portal or certificate management system upon receiving the request. Excluding the time taken by the external system 2. Service time excludes time taken by external systems like departments or any other issue beyond the control of the Selected bidder 	<p>Penalty :</p> <ol style="list-style-type: none"> 1. Quarterly average of response time between 3-6 secs. Penalty of 0.1% of one time development cost in price bid. 2. Quarterly average of response time between 7-10 secs. Penalty of 0.25% of one time development cost in price bid. 3. Quarterly average of response time between 11-20 secs. Penalty of 0.5% of one time development cost in price bid. <p>If SLA level is breached in this section for more than 6 times in 12 rolling month period, WTL reserves the right to Terminate the Contract and forfeit performance guarantee</p>
Availability of services	99.5% on monthly basis	<ol style="list-style-type: none"> 1. Availability of system for user to call the API and avail service 2. Any failure due to external factors like lease line failure, network failure etc.. are not part of the SLA but the Selected bidder is required to document the external failures to provide documentary evidence if asked for 	<p>Penalty :</p> <ol style="list-style-type: none"> 1. 99.5% to 99.25% : Penalty of 0.10% of Value 2. 99.24% to 99.0% : Penalty of 0.20% of Value 3. 99.0% to 98.75% : Penalty of 0.25% of Value 4. Less than 98.75% : Penalty of 0.5% of Value <p>Value : One time development cost as in price bid.</p> <p>If SLA level is breached in this section for more than 6 times in 12 rolling months period, WTL reserves the right to Terminate the Contract and forfeit performance guarantee</p>

WEBEL TECHNOLOGY LIMITED

Backup of data	100% on weekly basis	Any failure due to external factors like lease line failure, network failure etc.. are not part of the SLA but the Selected bidder is required to document the external failures to provide documentary evidence if asked for.	Penalty for each instance: 0.5% of O&M rates as per RFP If SLA level is breached in this section for more than 6 times in 12 months period, WTL reserves the right to Terminate the Contract and forfeit performance guarantee
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- **"Uptime"** shall mean the time period for which the specified services / components with specified technical and service standards are available to WTL. Uptime, in percentage, of any IT component can be calculated as: $\text{Uptime \%} = (\text{uptime}) / (\text{Total Time} - \text{Maintenance Time}) * 100$
- **"Downtime"** shall mean the time period for which the specified services / components with specified technical and service standards as per SLAs are not available to WTL and excludes the scheduled outages planned in advance for the WTL IT infrastructure.

WEBEL TECHNOLOGY LIMITED

III. Special Conditions of Contract

The Special Conditions of Contract

The Special Conditions (SC) of contract contains number of amendments and supplements to clauses in the General Conditions of the Contract.

- 1(a) The contract price payable in Indian Rupees is _____ (exclusive of service tax).
- 1(b) The Member in-charge is [name of System Integrator].
- 1(c) Performance security
 - (i) The System Integrator shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the System Integrator of its obligations under this Contract, in the form set out in this contract, in an amount equal 1 (One) percent of the total cost of Financial Proposal under this Assignment.
 - (ii) The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the System Integrator is a non-resident, in compliance with applicable foreign exchange laws and regulations).
 - (iii) The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 180 (one hundred eighty) days from the date of submission of the last deliverable under this Contract.
 - (iv) The Client shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
 - a) the System Integrator becomes liable to pay liquidated damages;
 - b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 6.3.1 of the GCC;
 - c) any material breach of the terms hereof; and/or
 - d) without prejudice to paragraph above, the System Integrator fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Contract.

WEBEL TECHNOLOGY LIMITED

- 2 The language is English.
- 3 The client address is [name, designation, telephone, facsimile, address].
- 4 The System Integrator address is [name, designation, telephone, facsimile, address].
- 5 The Authorized Representative for the client is [name, designation].
- 6 The Authorized Representative for the System Integrator is [name, designation].
- 7 For domestic System Integrator/personnel and foreign System Integrator/personnel who are permanent residents in India. The System Integrator and their personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The System Integrator will be paid by WTL only service tax over and above the cost of Financial Proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by System Integrator.
- 8 The date on which this Contract will come into effect is [date].
- 9 The duration of assignment shall be 72 (Seventy Two) months including handholding period, with option to extend with mutual written agreement. During hand holding and assistance period, no permanent deployment of Key staff is required; however, they are expected to remain available for meetings and discussions as and when called during the stated period.
- 10 Limitation of the System Integrator' Liability towards the Client
- (a) Except in case of negligence or wilful misconduct on the part of the System Integrator or on the part of any person or firm acting on behalf of the System Integrator in carrying out the Services, the System Integrator, with respect to damage caused by the System Integrator to the Client's property, shall not be liable to the Client:
 - (i) for any indirect or consequential loss or damage; and
 - (ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the System Integrator hereunder, or (ii) the proceeds the System Integrator may be entitled to receive from any insurance maintained by the System Integrator to cover such a liability, whichever of (i) or (ii) is higher.
 - (b) This limitation of liability shall not affect the System Integrator' liability, if any, for damage to Third Parties caused by the System Integrator or any person or firm acting on behalf of the System Integrator in carrying out the Services.
- 11 Risks and coverage
- (a) Professional Liability Insurance: System Integrator will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by System Integrator's negligence, breach in the performance of its duties under this Contract and any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable from an Insurance Company permitted to offer such policies in India, for the duration of the contract.
- 12 Payment will be made in accordance with the following milestone based payment schedule for hardware, software development, capacity building, O&M, API integration based on price bid:

WEBEL TECHNOLOGY LIMITED

Digital Depository Application Development:

S.No.	Milestone	Payment (in percentage of quoted amount as per price bid)
1.	System Requirements Specification (SRS)/ User Requirements Specifications (URS), Integration Testing and User Acceptance Testing (UAT) plans preparation and sign-off with respective stakeholders like Issuer Departments and DSA	15%
2.	Database Design and Development	25%
3.	Integration with Payment gateway, SMS gateway	10%
4.	Design and development of Depository Mobile app on Android and iOS platform	15%
5.	Application Security Audit compliance and STQC	5%
6.	Final System Integration and Hosting in Production environment (Go Live)	20%
7.	SDLC, source-code and all IPR related document handover on go-live	5%
8.	SDLC, source-code, knowledge transfer and all IPR related document handover on end of contract	5%

Capacity Building payment schedule:

S.No.	Milestone	Payment (in percentage of quoted amount as per price bid)
1	Capacity Building and Training	100%

Hardware payment schedule for each phase:

S.No.	Milestone	Payment (in percentage of quoted amount as per price bid)
1	Hardware and System Software delivery at State Data Center	70%
2	Hardware installation and integration	30%

API based integration (per integration)

S.No.	Milestone	Payment (in percentage of quoted amount as per price bid)
1.	System Requirements Specification (SRS)/ User Requirements Specifications (URS), Integration Testing and User Acceptance Testing (UAT) plans preparation and sign-off with respective departments	15%
2.	API Design and Development	30%
3.	User Acceptance Testing signoff	20%
4.	Application Security Audit compliance and STQC	5%
5.	Final System Integration and Hosting in Production environment (Go Live)	20%
6.	SDLC, source-code and all IPR related document handover on go-live	5%
7.	SDLC, source-code, knowledge transfer and all IPR related document handover on end of contract	5%

WEBEL TECHNOLOGY LIMITED

O&M for software

S.No.	Milestone	Payment (in percentage of quoted amount as per price bid)
1	Annual payment at the end of each year on meeting the SLA's	100%

O&M for hardware

S.No.	Milestone	Payment (in percentage of quoted amount as per price bid)
1	Annual payment at the end of each year on meeting the SLA's	100%

All the above payment milestones and schedule are subject to meeting of contractual SLA's as laid out in the RFP.

Payment shall be made within 45 days of receipt of the invoice and approval of the relevant deliverables, and within 75 days in the case of the final payment, on achievement of milestones. Equal payments during the handholding period can be claimed twice during the mid and at the end of the handholding period.

- 13 Dispute settlement: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.