

# WEBEL TECHNOLOGY LIMITED

## NOTICE INVITING e-TENDER

Online Tender documents are invited for “PROVIDING BULK SMS MESSAGING SERVICES (PUSH ONLY) THROUGH GEOGRAPHICAL LOCATIONING SYSTEMS FOR THE PERSONNEL AND ADMINISTRATIVE REFORMS DEPARTMENT, Govt. of West Bengal”. Reputed Telecom Service Provider/Bulk SMS Aggregator having business consortium with leading Telecom Service Provider & having sufficient experience and credentials for successful completion of “**Similar Nature**” of work in a Government Department /PSU /Autonomous Body or any reputed organization. Similar nature means providing Bulk SMS Services (Push Only).

1.	Tender No. & Date	WTL/PAR/BULKSMS/20-21/025 Dated 26.02.2021
2.	Tender Version No.	1.0
3.	Brief description of Service required	PROVIDING BULK SMS MESSAGING SERVICES (PUSH ONLY) THROUGH GEOGRAPHICAL LOCATIONING SYSTEMS FOR THE P&AR DEPARTMENT, Govt. of West Bengal
4.	Tender Fee	Rs 6000.00 (Rupees six thousand only). The amount to be transferred electronically as per the details given in Clause – 8, Section - D.
5.	Earnest Money Deposit	Rs 5,00,000.00 (Rupees Five lakh only). The amount to be transferred electronically as per the details given in Clause – 8, Section - D.
6.	Date of Downloading	26.02.2021
7.	Pre-Bid Meeting date & time	09.03.2021 at 12.00 Hrs. (On-Line Meeting) <ul style="list-style-type: none"><li>• Pre-Bid meeting will be organizing online platform only. Only queries as per format (Section - N) reaching WTL by 08.03.2021 at 14.00 Hrs. will be taken for decision. Prospective bidders are requested to send mail to <a href="mailto:purchase@wtl.co.in">purchase@wtl.co.in</a> in for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.</li><li>• Only queries as per format (Section - N) reaching WTL by 08.03.2021 at 14.00 Hrs. will be taken for decision.</li><li>• Queries will be sent to Manager (Purchase) (<a href="mailto:purchase@wtl.co.in">purchase@wtl.co.in</a>)</li></ul>
8.	Bid Submission Start date & time	16.03.2021 at 14.00 Hrs.
9.	Last date & time of EMD & Tender Fee submission	23.03.2021 at 15.00 Hrs.
10.	Last date & time of Bid Submission	22.03.2021 at 13.00 Hrs.
11.	Date & time of Technical Bid Opening	24.03.2021 at 13.00 Hrs.
12.	Venue of Pre-Bid Meeting & submission of EMD & Tender Fee	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13.	Contact Number	23673403-06, Ext. 212

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1. Intending bidder may download the tender documents from the website **<https://wbtenders.gov.in>** directly with the help of Digital Signature Certificate. Cost of tender fee may be remitted through electronically and also to be documented through e-filing. Cost of Earnest Money Deposit (EMD) may be remitted through electronically and also to be documented through e-filing. The remittance details against Tender Fee & Earnest Money Deposit (EMD) should be emailed to the Manager (Purchase) & Manager (Finance), Webel Technology Limited, Plot – 5, Block – BP, Sector-V, Salt Lake City, Kolkata-700 091 on or before 15:00 Hrs. of 23.03.2021. The details given in Clause – 9, Section – D.
2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website **<https://wbtenders.gov.in>**
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – C of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the ‘Tender Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
5. All clarifications/ corrigenda will be published only on the WTL / <https://www.wbtenders.gov.in> website.

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# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – A**

### **SCOPE OF WORK**

**Job title: PROVIDING BULK SMS MESSAGING SERVICES (PUSH ONLY) THROUGH GEOGRAPHICAL LOCATIONING SYSTEMS FOR THE P&AR DEPARTMENT, Govt. of West Bengal.**

### **PROJECT BACK GROUND**

West Bengal developed a suite for eGovernance application in public domain "Egiye Bangla" (<https://www.egiyebangla.gov.in>) for the benefit of various stakeholders across the State along with various e-Governance initiatives in the State. Taking further this initiative the department has gone forward with introducing of various mGovernance applications. The Government require the services of the vendor which can undertake Bulk SMS Messaging to the various stakeholders (e.g. Citizens across the state of West Bengal Citizens located across specific districts of West Bengal & Government officials of Govt of West Bengal (GoWB)). SMS push will be an automated system which will send SMS to all stakeholders based on the requirement of various entities on the desired guidelines and performance parameters. Most of the SMS will be broadcast automatically via software module designed by the Implementing agency.

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

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

WTL on behalf of Department of Personnel and Administrative Reforms, Government of West Bengal(P&AR) hereby invites proposals for selection of Telecom Service Provider/Bulk SMS Aggregator for PROVIDING BULK SMS MESSAGING SERVICES (PUSH ONLY) THROUGH GEOGRAPHICAL LOCATIONING SYSTEMS FOR THE P&AR DEPARTMENT, Govt. of West Bengal

### **SCOPE OF WORK**

- Establishment of SMS facilities (push only), capable of delivering SMS to the citizens subscribed to all the telecom service providers of the state of West Bengal with auto acknowledgment features.
- Service Provider (SP) shall provide a web based user interface to GoWB to design the message content and for approval of content at second level. This web based user interface dedicated for user department (P&AR Department ) of GoWB should be created .There is existing server (Dell PowerEdge T-410 Intel 2S Tower Server equipped with Intel Xeon E5620@2.4GHZQuadcore 2x250GB SATA HDD equipped with 2 GB RAM to be upgraded to 8GB RAM. However, installation of OS, System & Application software to be provided by the bidder using RHEL OS 6.2 Standard or latest to be provided by P&AR Department. The application may be hosted in SDC and the necessary cost for maintaining SDC parameters such as Application Security Audit may be borne by the parent department, but the vendor should comply with the recommendation of STQC or Cert-in empanelled Application Security Auditors.

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- The mechanism of delivery of the SMS will be through the web based user interface. The web based front end should have user id based message creation & approval rights, once approved the messages needs to be broadcasted as per the selected region group district wise as well as specific group of Govt officials.
- The messages will be sent in Government-to-Government (G-2-G) & Government to Citizen (G-2-C) mode. There should be a clear bifurcation on the website for G-2-G & G-2-C services on the website. In G-2-G services, messages will be sent to group/s with defined mobile numbers, whereas in G-2-C mode the messages will be sent to the citizens of a particular area (district wise). The website should also have the option for selection of the desired area (district wise). The option of multi level selection should also be present.
- District / Sub division wise database of subscribers of all the Telecom Service Providers /operators (TSP) of the State of West Bengal needs to maintained & updated by the service provider at frequent intervals. At any point of time the accuracy level of the database should not decrease beyond 60%. The data base should be either available with the service provider readily or the service provider should be capable of building the data base within 30 days of submission of the bid.
- Minimum of 75 user ids for the user interface (with different rights of creating / approving SMS), should be provided by the service provider
- The solution should support the location based SMS system (district wise), as per the database maintained by the service provider (Which should be updated at regular intervals).
- The solution should allow Single location (District wise) as well as multiple Location (Districts) to be selected simultaneously for broadcasting a message
- 50 separate ids will be created with the rights to only view / modify the mobile numbers in the web based SMS application.
- The ids created for modification of mobile numbers will be separate from the ids meant for pushing (creating / approving) of SMS from the said application.
- The ids created for modification of the mobile numbers of the officials will be district specific. i.e., The ids will be district specific. The name of the district will have to be mentioned at the time of the creation of the district.
- Any user login in the application will be able to view / modify only their district officials' mobile number. For e.g., if the id has been created for Bankura District, the user will be able to view / modify the mobile numbers of Bankura District only.
- The navigation of the District officials will be as per the Government Hierarchy of officers. The user may select the district & then come down to the level of Sub-division, Block, Gram Panchayat of the particular district & watch the mobile numbers of any particular BDO / GP Executive Assistant & then modify / update the same if required.
- Apart from the district level ids, few ids will be kept at State Level rights, i.e., user accessing the application with State level rights will be able to view / modify any data on the application.
- The users will be allowed to only view/modify the mobile numbers against each level / official. The users will not be allowed to change / add any district / Sub-division Block/Gram Panchayat in the application. Similarly, the user will also not be allowed to add / delete any new post in the application.

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- For any Block / GP addition, post creation, request needs to be raised to the vendor & it will be done only by the vendor or their authorized representative. However, one administrative id needs to be provided by the vendor, for creation of such requirements in the application.
- The application should incorporate addition & update of mobile number feature.
- The G2G section of the application will be at the level of Gram Panchayat for the time being, which may be extended to any other Government office level in future.
- An alert will be generated if any mobile number is duplicated in the list. i.e., if any user is found to enter an already present mobile number in the application, an alert will be generated for the same to check it.
- The SP should support the configuration of sender's name of the message as per the TRAI guidelines, e.g. XY WBGVOT. Different Sender's name may be required for different message.
- SP shall share 2-5% of selected random database (unmasked) with GoWB&GoWB should have the rights to verify the accuracy of the database. Overall accuracy of the database will be deduced from the 2-5% database only.
- Generation of various required reports and search facilities on sent SMS.
- The delivery report of the messages post should be available in the application on real time basis. For Single campaign of more than 2 Crores SMS the delivery report may be updated within 72 hours of the activity. In case failure to update the delivery report as mentioned above back to back billing from the telecom service provider will be required to support the delivery of messages.
- Necessary operational support required to make the project operational and productive.
- Volume of the SMS are currently not fixed so financial offer should be submitted in various slabs of SMS volume given in financial format.
- The solution should support HTTP / HTTPS / FTP / SMPP Interface / Back up for Push messaging / Blacklisting / Purging of Lists of Invalid Numbers / DND Numbers.
- The solution should support Individual Messaging, Group Messaging and broadcast of messages, upload & individual customization of Bulk SMS.
- The solution should be capable of assigning priorities to message (e.g. warnings, scheme promotions).
- The solution should support Retry Mechanism.
- Should support Schedule a message to be sent at a chosen date and time using SMS scheduler.
- The validity of the SMS should not be less than 24 hours. For any bifurcation in the same a proper approval will be required.
- Monthly MIS containing details of number of SMS sent, number of distinct SMS actually delivered to end users, type of application (G-2-G, G-2-C), user id-based details should be available on the web based application on real time basis

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- The vendor should specify their limitations as per the following details.
  - a. Maximum Number of SMSs that can be pushed directly from the application. And the mode of pushing SMSs beyond the aforesaid declared maximum number.
  - b. Time required to deliver SMSs to the entire database.
  - c. Any other limitations of the vendor if applicable.
- Penalty needs to be imposed if the aforesaid limitations cross the declared limit.

Variation	Penalty
Less than 5% Variation	1% of the activity value
5-10% of Variation	2.5% of the activity value
10 to 20% Variation	5% of the activity value
20 to 50% variation	25% of the activity value
Above 50% variation	50% of the activity value

- The delivery report should be updated in the application on real time basis. In case of failure to update the delivery report directly in the application, bills related to such delivery should be supported by back to back billing of the telecom operator.
- The application may be hosted in SDC and the necessary cost for maintaining SDC parameters such as Application Security audit may be borne by the parent department such as P&AR, but the vendor should comply with the recommendation of STQC or cert-in empanelled auditors
- The price bid should indicate only per SMS delivered cost. No other cost such as application building cost should be indicated separately.
- The time required to develop application with updated database of G2G officials, along with the time required to upload the district wise G2C data should be clearly mentioned, with proper penalty clause.

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## **SECTION – B**

### **ELIGIBILITY CRITERIA**

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. The bidder should be Public Sector Company, Private Limited Company, Limited Company, Partnership firm or a Government organization, having its Registered Office in India. Documentary evidence to be submitted.
2. The Agency must be a professional and reputed Telecom Service Provider/ SMS service provider/SMS Aggregator having message delivery arrangement with all the leading telecom service providers of the state of West Bengal (documentary proof of Business Agreement/Business Consortium must be submitted)
3. The agency must have minimum of three years of experience and knowledge in providing the bi-directional (PUSH & PULL) Bulk SMS services as on 31 December' 2020. (Justified documentary proof must be submitted)
4. Currently agency should have minimum of three customer of similar nature with minimum of 1 crore SMS per annum capacity & credential for the last year with over 4 Crores SMS messaging for last 3 years. (Justified documentary proof must be submitted)
5. The bidder should have minimum manpower strength of 100. Self Certification by the authorized signatory with clear declaration of staff – year wise, level/designation wise.
6. The bidder must have at least 25 application developers in their payroll in design & development including fine tuning/troubleshooting of Applications related to bulk SMS services for G2G & G2C. G2G Application should cater SMS communication for Government Departments.
7. The bidder should have relevant Annual Turnover of Rs. 4 crore (rupees four crore) or above in the last Financial Year.
8. The Agency must be providing SMS services to at least one State Govt. and two PSU / Central Govt. and must be empanelled in DAVP. Required documentary evidence in the form of PO /Agreement & Customer certification
9. The Agency must have delivered in last one year minimum 8 Cr SMS in a day. PO/ Agreement and client certification required in letter head.
10. The net worth of the bidder in the last 3 financial year 2017-18, 2018-19 & 2019-20, should be Positive i.e. profitable from mobility services audited balance sheet and CA certification is required.
11. The bidder should have support presence in Kolkata, self-attestation in letter head required.
12. The Bidder should not have been black-listed by any PSU or any other Government agencies or restricted by any regulatory authorities from offering such services/solutions to their clients. (A self-certification should be given as per format given in annexure.)
13. The bidder should have relevant Annual Turnover of Rs. 13 crore (rupees thirteen crore) or above in the last three Financial Year and profitable, audited balance sheets needs to submitted
14. The bidder should have valid GST Registration, Valid PAN, Professional Tax, Service Tax, MOA/AOA, Certificate of Incorporation, Registration Certificate, PF along with its return submission documents are to be enclosed with the bid.
15. The bidder must have Agreement with top 3 Telecom Service Providers (Operator base on subscriber) Operational in West Bengal with copy of Agreement. Without this document bid will be summarily rejected.



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16. Agency has to guarantee the delivery of the SMS from all the telecom service providers of the state of West Bengal.
17. Agency will be liable to offer excellent network coverage and offer increased flexibility for clients to ensure the service quality
18. SMS providers should provide a detailed listing of their network/SMS gateway coverage.
19. Section-I (Operator's Credential) has to be filled up by the bidder with documentary evidences, without which the bid will be liable to be rejected.
20. Bidder should submit Tender Fee of Rs. 6000.00 (Rupees Six thousand only) electronically to Webel Technology Limited as per the details given in Clause – 9, Section - D.
21. Bidder should submit Earnest Money Deposit (EMD) of Rs. 5,00,000.00 (Rupees five lakhs only) electronically to Webel Technology Limited as per the details given in Clause – 9, Section - D.
22. The bidder should 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.

However, PERSONNEL AND ADMINISTRATIVE REFORMS DEPARTMENT. preserves the right to evaluate the Bidder's performance through the report from any Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization at their own discretion or ask the bidder to produce service satisfaction certificate from the customer base mentioned as per above criteria.

**In absence of any one of the above, the offer will be treated as non-responsive and in that case the Tender Committee will have the right to decide accordingly.**

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## **SECTION – C**

### **DATE AND TIME SCHEDULE**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	26.02.2021
2	Documents download/sale start date (Online)	26.02.2021
3	Last Date and time of sending the queries	08.03.2021 at 14.00 hrs.
4	Pre Bid Meeting at WTL Office (On Line)	09.03.2021 at 12.00 hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	16.03.2021 at 14.00 hrs.
7	Last Date & time of submission of original Demand Draft/Pay Order for cost of Earnest Money Deposit (through Electronics Transfer of Fund)	23.03.2021 at 15.00 hrs.
8	Last Date & time of submission of original Demand Draft/Pay Order for cost of Tender Fee (through Electronics Transfer of Fund)	23.03.2021 at 15.00 hrs.
9	Bid Submission closing date & time (On line)	22.03.2021 at 13.00 hrs.
10	Bid opening date & time for Technical Proposals (Online)	24.03.2021 at 13.00 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:

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

**“Bidder”** means any firm offering the service(s) required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with WTL signs the agreement for render services for the Application Security Audit and Vulnerability Assessment (VA) / Penetration Testing (PT) through Cert-in empanelled Information Security Organisation, which will be treated as rate contract for carrying out audit.

**“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.

**“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 WTL and eventually Departments of 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 Application Security Audit and Vulnerable Assessment / Penetration Testing viz.

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**“Project”** means jobs of Application Security Audit for web application and Vulnerable Assessment / Penetration Testing of servers under West Bengal State Data Centre.

**“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.

**“IT&E”** mean Department of Information Technology & Electronics

**“SDC”** mean State Data Center

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

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

## **2. PRE BID MEETING**

Pre Bid Meeting will be held on 09.03.2021 at 12.00 hrs. (**On-Line Meeting**). Bidder can send their queries as per format (Section - N) to Manager (Purchase) (purchase@wtl.co.in) Only the queries received within 08.03.21 at 15.00 hrs. will be answered. Interest bidders are requested to send mail to (purchase@wtl.co.in) for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.

## **3. COST OF BIDDING**

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

## **4. BID DOCUMENT**

Bidder is expected to examine all instructions, forms, terms and requirement in the bid document. The invitation to bid together with all its attachment thereto shall be considered to be read, understood and accepted by the bidder unless deviations are specifically stated in the seriatim by the bidder. Failure to furnish all information required by the bid document or a bid not substantially responsive to the bid document in every respect may result of the bid.

## **5. AMENDMENT OF BID DOCUMENT**

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

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### **6. MODIFICATION AND WITHDRAWAL OF BID**

As per the bidding process available in the tender.

### **7. LANGUAGE OF BID & CORRESPONDENCE**

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

### **8. TENDER FEE & EARNEST MONEY DEPOSIT (EMD)**

The bidder shall furnish Tender Fee of Rs. 6000.00 (Rupees Six thousand only) and EMD of Rs. 5,00,000/- (Rupees Five Lakhs only) by transferring the amount electronically to the undernoted Bank Account.

ACCOUNT NAME: WEBEL TECHNOLOGY LIMITED

BANK NAME: SYNDICATE BANK

CURRENT A/C NO: 95981010003870

IFS CODE: SYNB0009760

MICR: 700025048

**The bidder has to intimate the details of Remittance such as Tender No. / Tender Date / Tender Fee Amount / EMD Amount / UTR No. of Transaction(s) / Transaction Date, etc. through email to Mr. Rupak Roy – (rupak.roy@wtl.co.in) and copy to Purchase Department – (purchase@wtl.co.in) prior to the opening of the bid.**

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

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

### **9. 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.

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## 10. 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.

## 11. 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.

## 12. SLA Terms

The selected Agency has to sign a service level agreement before awarding of the contract ( issuance of P.O) and all the SOP and operating terms & conditions will be incorporated in that Service Level Agreement.

## 13. Start of Services

The services are to be delivered and project operationalised within four to six weeks from the date of signing of Master Service Agreement (MSA)

## 14. Uptime of the Services

Availability is calculated as accessibility to the SMS gateway for all the services that are availed by the GoWB. The implementation of SMS Delivery Channel is of critical important, therefore, it requires availability of 99.9% calculated on monthly basis.

## 15. Penalty for Defect and Downtime in SMS services

A fall in the availability of SMS delivery channel could result in penalties. The extent of penalty for fall in availability is as under:

Level of availability calculated on monthly basis	Penalty Amount(percentage of that month's SMS charges payable)
> 99.9% to 100%	No penalty would be deducted
> 97.9% to ≤ 99.9%	2.5% of amount payable
> 95.9% to ≤ 97.9%	5% of amount payable
> 93.9% to ≤ 95.9%	10% of amount payable
> 91.9% to ≤ 93.9%	20% of amount payable
< 91.9%	100% of amount payable

## 16. Notes for Penalties

- If at any time during performance of the Contract, the bidder or its authorized agent should encounter conditions impeding timely completion of implementation schedule / delivery of the Services, the bidder shall promptly notify the GoWB in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder notice, the GoWB shall evaluate the situation and may at its discretion extend the bidder's time for performance against suitable extension of the period of the performance guarantee.

## **WEBEL TECHNOLOGY LIMITED**

- b) GoWB reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the GoWB to the bidder. However GoWB reserves the right to cancel the order over and above charging penalty.

### **17. Delivery (Provisioning of Services)**

The system should start running within 30 days of issuance of LOI.

In case service is not provisioned within 30 days of placement of order, 25% of the Security Deposit will be en-cashed. In case, service not provisioned within 60 days of placement of order 60% (i.e 25%+35%) of security deposit will be en-cashed. In case the bidder failed to provisioned services within 90 days placement of order, 100% security deposit will be en-cashed.

### **18. Liquidated Damage**

The job includes the prompt service mentioned in the tender document. In the event of failure to meet the system ready within stipulated date/time liquidated damage will be imposed on the contractor for sum equivalent to 1% of the contract value for each week or part thereof, subject to a ceiling of 2% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 2% of the order value, P&AR DEPARTMENT reserves the right to terminate the contract & forfeit the PBG and P&AR DEPARTMENT will get the job completed by any other competent party. The difference of cost incurred by P&AR DEPARTMENT will be recovered from the earnest money/ PBG deposited by the vendor.

### **19. Security Deposit**

**Security of 10% of offer price to be submitted in the form of Bank Guarantee within 14 days of LOI. Penalty** of 0.5% of the System cost beyond the maximum permitted down time will be deducted from this SD. This SD will only be released after the completion of warranty period, if the vendor/ contractor submits the satisfactory after sale service certificate from the end customer. If the bidder fails to meet the delivery schedule, P&AR DEPARTMENT reserves the right to forfeit its PBG deposited as security deposit.

### **20. Deliverables:-**

- a) Ability to deliver push-based SMS to subscribers of all the operators present in West Bengal.
- b) District wise subscriber based data base of all the operators present in West Bengal (may be relaxed if all the major operators are covered).
- c) The delivery mode of SMS will be through web based user interface with two level authentications.

### **21. Delivery Location :-**

Web Based user interface to be hosted in server of DIT SDC, GoWB, located at SDC, WebelBhawan Salt lake.

### **22. Acceptance of Tender**

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

### **23. CONTRACT EXECUTION**

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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 months more than the warranty period. All delivery of the material will have to be completed within 45 days from the date of acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within 75 days from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite services as per BOM.

### **24. 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.

### **25. 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.

### **26. 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.

### **27. NO LEGAL RELATIONSHIP**

No binding legal relationship will exist between any of the Recipients / Respondents and Department of Personnel & Administrative Reforms, Govt. of West Bengal until execution of a contractual agreement.

### **28. ERRORS AND OMISSIONS**

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

### **29. ACCEPTANCE OF TERMS**

A Recipient will, by responding to WTL RFP, be deemed to have accepted the terms as stated in the RFP.

### **30. TIME SCHEDULE FOR COMPLETION**

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

### **31. LIABILITY**

In case of a default on bidder's part or other liability, Department of Personnel & Administrative Reforms, Govt. of West Bengal shall be entitled to recover damages from the Contractor. In each such instance, regardless of the basis on which Department of Personnel & Administrative Reforms, Govt. of West Bengal 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 Department of Personnel & Administrative Reforms, Govt. of West Bengal 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.



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

### **32. PATENTS & COPYRIGHT**

If a third party claims that a product delivered by the Contractor to Department of Personnel & Administrative Reforms, Govt. of West Bengal infringes that party's patent or copyright, the Contractor shall defend Department of Personnel & Administrative Reforms, Govt. of West Bengal 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 Department of Personnel & Administrative Reforms, Govt. of West Bengal.

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

Remedies: If such a claim is made or appears likely to be made, Department of Personnel & Administrative Reforms, Govt. of West Bengal would permit Contractor to enable Department of Personnel & Administrative Reforms, Govt. of West Bengal 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, P&AR agrees to return the product to Contractor on Contractor's written request. Contractor will then give P&AR a credit equal to for a machine. P&AR's net book value (provided P&AR has followed generally accepted accounting principles for a generally available software product produced by Contractor (Program) the amount paid by P&AR or 12 months charges (whichever is lesser) and for materials the amount paid by P&AR for the materials. These will be Contractor's entire obligation regarding any claim of infringement.

### **33. SUSPENSION OF WORK**

DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS, GOVT. OF WEST BENGAL 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 DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS, GOVT. OF WEST BENGAL. The Contractor shall recommence work immediately after receiving a notice to do so from DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS, GOVT. OF WEST BENGAL. 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.

### **34. TERMS OF PAYMENT**

All billing towards successfully delivery of service will be raised directly on Department Personnel & Administrative Reforms, Government of West Bengal. Department Personnel & Administrative Reforms, Government of West Bengal will be releasing payment against submission of bill to successful bidder.

No bill will be raised on Webel Technology Limited

### **35. 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.

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### **36. CORRUPT OR FRAUDULENT**

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose, the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force. The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

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

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

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

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

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- (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.

### **37. 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.

### **38. TERMINATION FOR DEFAULT**

P&AR 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 DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS, GOVT. OF WEST BENGAL 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 DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS, GOVT. OF WEST BENGAL will invoke the amount held back from the contractor as PBG.

### **39. 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, DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS, GOVT. OF WEST BENGAL 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 DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS, GOVT. OF WEST BENGAL .

### **40. FORCE MAJEURE**

It is hereby defined as any cause, which is beyond the control of the Contractor or DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS, GOVT. OF WEST BENGAL 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.

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

### **41. CONTRACTOR'S RESPONSIBILITIES**

Refer Section – A (Scope of Work)

### **42. 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 DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS, GOVT. OF WEST BENGAL 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 DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS, GOVT. OF WEST BENGAL resulting from any cancellation. DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS, GOVT. OF WEST BENGAL shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under contract.

### **43. 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.

### **44. 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, DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS, GOVT. OF WEST BENGAL may ask for extension of the period of validity and such a request shall be binding on Bidders. DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS, GOVT. OF WEST BENGAL'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

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increase its rates. After finalization of placement of order, the price will remain valid for one year from the date of confirmation as Rate Contract.

### **45. 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, DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS, GOVT. OF WEST BENGAL 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.

### **46. 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.

### **47. BID DUE DATE**

The online tender has to be submitted not later than the due date and time specified in the Important Dates Sheet. DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS, GOVT. OF WEST BENGAL 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 DEPARTMENT OF PERSONNEL & ADMINISTRATIVE REFORMS, GOVT. OF WEST BENGAL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

### **48. LATE BID**

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

### **49. 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.

### **50. CONTACTING BY DEPARTMENT of P&AR, Govt. of West Bengal:**

PERSONNEL AND ADMINISTRATIVE REFORMS DEPARTMENT will award the contract to the successful bidder whose bid has been valued as per Price and Other criteria. P&AR DEPARTMENT reserves the right not to accept the Lowest Price bid without assigning any reason what so ever and the bidder will not challenge such decision in any forum what so ever P&AR DEPARTMENT also reserves the right to split the order and / or drop any line item as per direction of the end customer.

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The successful bidder will have to give security deposit of 10% of offer price in the form of Bank Guarantee for a period of 60 days + the total contract period 12 months. After receiving the PBG, firm P.O will be issued.

### **51. P&AR DEPT'S RIGHT TO REJECT ANY OR ALL BIDS**

P&AR DEPT 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.

### **52. BID CURRENCIES**

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

### **53. PRICE**

- Price should be quoted in the BOQ format only. No deviation is acceptable.
- Percentage/specified amount of GST should be clearly mentioned otherwise P&AR DEPT reserves the right to reject such vague offer.
- Price to be quoted inclusive up to submission of Final Security Audit Report and "Safe for Hosting" Certificate at West Bengal State Data Centre as per scope mentioned (Section – A).

### **54. 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.

### **55. NON-TRANSFERABILITY OF TENDER**

This tender document is not transferable.

### **56. 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.

### **57. 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.

### **58. 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.

### **59. SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK**

P&AR DEPT 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.

### **60. 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.

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- 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.

### **61. PRE-DISPATCH INSTRUCTION**

All the deliverable as per the scope of audit and work (Section – A) against the purchase order shall be subjected to acceptance, check and /or test by the authorized representative from P&AR DEPT.

### **62. FINAL INSPECTION**

Final inspection will be carried by the authorized representative from P&AR DEPT.

### **63. ERASURES OR ALTERNATIONS**

The offers with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ions is not only signed by the authorized signatory of the bidder. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. The Customer may treat offers not adhering to these guidelines as unacceptable. The Customer may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and the Tender Committee reserves the right for such waivers.

### **64. 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.

### **65. 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.

### **66. QUALITY CONTROL**

- The contractor is obliged to work closely with P&AR DEPT act within its authority and abide by directive issued by them on implementation activities.
- The contractor will abide by the safety measures and free P&AR DEPT 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 P&AR DEPT 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 P&AR DEPT.
- P&AR DEPT reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. P&AR DEPT shall have engineers, inspectors or other duly authorized representatives made known to the contractor, present during the progress of the work and such

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representatives shall have free access to the work at all times. The presence or absence of representatives of P&AR DEPT 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.

### **67. 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.

### **68. GENERAL TERMS**

- 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.
- 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 P&AR DEPT 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.
- No Technical/Commercial clarification will be entertained after opening of the tender.
- 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.
- Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. P&AR DEPT reserve the right to increase or decrease the quantity specified in the tender.
- P&AR DEPT 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.
- P&AR DEPT reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- No dispute by the bidders in regard to Technical/Commercial points will be entertained by P&AR DEPT and decision taken by the Tender Committee will be final.
- 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.
- The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- 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.
- The customer/P&AR DEPT at its discretion may extend the deadline for the submission of Bids.

### **69. 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:

- 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;
- Consult with any Applicant in order to receive clarification or further information;



## **WEBEL TECHNOLOGY LIMITED**

- (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, analyzed, 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.

### **SPECIAL TERMS AND CONDITIONS**

#### **1. Payment Terms**

Payment will be made on submission of bills along with necessary & sufficient report on the distinct delivery report of delivered SMS, log files, unmixed mobile numbers, back to back delivery report from Telecom Service Providers. The security deposit of an amount of 10% of offer price of the order is to be deposited (within 14 Days from the date of issuance of LOI) in the form of a bank guarantee valid for 60 days more than the contract period of the items quoted, from any Scheduled Bank. The amount will be paid on the basis of number of SMS delivered

The payment will be made to the organization/agency after approval of the work on monthly basis and would be based on the invoice raised by the agency. The invoice should contain report on the distinct delivery report of delivered SMS, log files, unmixed mobile numbers, back to back delivery report from Telecom Service Providers if applicable. After verification of the submitted reports, payment will be made as per the lowest rate quoted in the financial bid, irrespective of the slab. At the end of the contract period, depending upon the consumption of SMS, the rate of SMS as per the slab will be identified & payment for the difference amount (if any) will be made accordingly

#### **2. Assignments**

No Consortium will be allowed except for consortium between Bulk SMS aggregator (Value Added Service Provider) & Telecom Service Providers (Operators)

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## **SECTION – E**

### **BID FORM**

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

To

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

**Sub: PROVIDING BULK SMS MESSAGING SERVICES (PUSH ONLY) THROUGH GEOGRAPHICAL LOCATIONING SYSTEMS FOR THE P&AR DEPARTMENT, Govt. 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/BULKSMS/20-21/025 dated 26.02.21, 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 the EMD remittance details for a sum of Rs. 5,00,000/-.
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, this .....day of .....2021

Thanking you, we remain,

WTL/PAR/BULKSMS/20-21/025

**WEBEL TECHNOLOGY LIMITED**

Yours faithfully

.....  
Signature

.....  
Name in full

.....  
Designation

**Signature & Authorized Verified by**

.....  
Signature

.....  
Name in full

.....  
Designation

.....  
Company Stamp

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## SECTION – F

### TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

#### 1. EVALUATION PROCEDURE

- The Eligibility Criteria (Section - B) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- The Tender Committee would evaluate the Techno Commercial Evaluation. Based on Techno Commercial Evaluation will only be considered for further evaluation.
- After qualifying in Techno Commercial Evaluation, qualified bidders will only be considered for Financial Bid evaluation.

#### 2. TECHNO COMMERCIAL EVALUATION CRITERIA

Criteria and point system for the evaluation of the technical proposals:

Sl no	Item	Points
1	Statutory compliance for providing the SMS services and five years of active experience in similar services ( 10 points will be allocated to agencies in the business of bulk SMS , since 5 years, 7 points for agencies in the business since 4 years, 5 points for 3 years .	10
2	Tie ups and/or operation experience with Telecom Operators ( 1 points for each operator, subject to maximum of 5 points against 5 operator)	5
3	Proposed approach & methodology in terms of understanding of present assignment, agency"s experience in the area, Innovativeness and best practices etc ( Full 10 marks will be allocated to the agency against their understanding of present assignment, the same will be decided based on their RFP documents & presentation)	10
4	Infrastructure readiness & Ownership of SMS server (Points for availability of own SMSC =5, else = 0)	5
5	Similar project execution experience (minimum five projects) ( points for less than five projects will be Zero, for five projects 5)	5
6	Application and Database management experience For application experience 0-5 marks based on number of experience For database also 0-5 marks based on number of experiences For e.g. for 1 application exp, 5 database exp , points =(1+5=6)	10
7	Availability of the district wise subscriber database for the state (Points for availability of state wise data 5, points for district wise data points 10, else 0)	15
8	Availability of the web based user interface (Points for availability of web based user interface without user based authentication = 5, Points for availability with user based authentication = 10)	10
9	Approach to collect / arrange citizen's database district wise	15
10	Number of Application Developer (G2G/G2C) in the payroll >15 , for number > 15 5 point else zero , And out of the 15 developers no. of developers having 5+ years of experience >5 5 point else zero	10
11	Project manager having PMP (PMI)	5

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Minimum qualifying marks for technical evaluation will be 70. Bidder securing <70 marks will not be eligible for opening of financial bid.

An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

$$B \equiv \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X), \text{ where}$$

- $C$  = Evaluated Bid Price
- $C_{low}$  = the lowest of all Evaluated Bid Prices among responsive bids
- $T$  = the total Technical Score awarded to the bid
- $T_{high}$  = the highest Technical Score achieved by the bid among all responsive bids
- $X$  = weight for the Price as specified below

The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award, provided the Bidder was pre-qualified and/or it was found to be qualified to perform the Contract.

The Technical to Financial weight-age ratio would be 70:30 Hence  $X = 0.3$

**Note :- The technical evaluation will be done on the basis of Presentation of the bidder. Any bidder abstaining from the presentation will be awarded Zero.**

### ANNEXURE – III

Mozilla Firefox

File Edit View History Bookmarks Tools Help

http://61.95.147.6:8090/mConnector/mview/userview/99

Compose Folders Report WEBEL

Department of Disaster Management G2G

Campaign Name: \* VIBCampaign

Account: \* VIBAlerts

District: \*\* Select \*\*

Subdivision: \*\* Select \*\*

Block: \*\* Select \*\*

Repeat Schedule: ☐

Enter Schedule Time:

Publish Time: 7 16 : 33

Count Prev

Please Note:  
\* Indicates mandatory field.

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## STATE LEVEL NAVIGATION , WITH DISTRICTS SELECTION OPTION

Department of Disaster Management G2G

Campaign Name: VBCampaign

Account: VBAAlerts

District: BIREHUM

Subdivision: [Select]

Block: [Select]

Repeat Schedule: [Select]

Message Text: [Text Area]

Enter Schedule Time

Publish Time: 7 January 2013 16:33

Count Preview Data

Please Note:  
\* Indicates mandatory field.

## SUB DIVISION LEVEL SELECTION WITH SUBDIVISION SELECTION.

Options for selection of Municipal Corporation & Municipalities to be incorporated as required.

Department of Disaster Management G2G

Campaign Name: VBCampaign

Account: VBAAlerts

District: BIREHUM

Subdivision: SURI

Block: [Select]

Repeat Schedule: [Select]

Message Text: [Text Area]

Enter Schedule Time

Publish Time: 7 January 2013 16:33

Count Preview Data

Please Note:  
\* Indicates mandatory field.

## BLOCK LEVEL SELECTION WITH BLOCK SELECTION

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The Block selection will lead to Gram Panchayat Selection, which may further drill down to appropriate offices, as per the requirement. Such as All schools in the Panchayat / Block. All Anganbadi Kendras in the Panchayat / Blocks/ Districts.

**Search**

District: **\*\* Select \*\*** Subdivision: **\*\* Select \*\*** Municipal Corporation: **\*\* Select \*\*** Municipality: **\*\* Select \*\***

Block: **\*\* Select \*\*** Officer: **\*\* Select \*\*** Mobile:

**GTG Contacts**

Office	Level	District	Subdivision	Municipal Corporation	Block	Municipality	Panchayat	Officer	Name	Mobile
ADF, MARINE (CONTAI)	ST	STATE LEVEL						IMP		9474505218
DIRECTOR GENERAL OF POLICE	ST	STATE LEVEL						IMP		9830617647
MINISTER-IN-CHARGE	ST	STATE LEVEL						IMP		9830977758
ADF, MARINE (DIAMOND HARBOUR)	ST	STATE LEVEL						IMP		9932776435
SECRETARY	ST	STATE LEVEL						IMP		9831180157
SECRETARY	ST	STATE LEVEL						IMP		9007154222
SECRETARY	ST	STATE LEVEL						IMP		9831212343
SECRETARY	ST	STATE LEVEL						IMP		9830042457
CHIEF SECRETARY	ST	STATE LEVEL						IMP		9433024700
DIRECTOR	ST	STATE LEVEL						IMP		9433091652
PRINCIPAL SECRETARY	ST	STATE LEVEL						IMP		9903931373
SECRETARY	ST	STATE LEVEL						IMP		9830885579
SECRETARY	ST	STATE LEVEL						IMP		9163103000
SECRETARY, AGRICULTURE DEPTT.	ST	STATE LEVEL						IMP		9830158100
PRINCIPAL SECRETARY	ST	STATE LEVEL						IMP		9331275501
SECRETARY	ST	STATE LEVEL						IMP		9830125000
SECRETARY	ST	STATE LEVEL						TMS		9475602550

### CONTACT SEARCH MODE

**Government of West Bengal**  
Department of Information Technology  
**Mobile Governance**

Welcome, G2C Admin  
Last Log in : 1 Jan 2013 17:21:02 IST  
Current Log in : 7 Jan 2013 16:33:04 IST  
mConnector Version : 4.17

**New Contact**

Name:

Mobile:

Officer: **None**

Level: **Select One...**

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### **NEW CONTACT ADDITION MODE**

The aforesaid snapshots are indicative only & required level of navigation may be more than this. It may include creation / selection of a database of all schools in the District etc. The Service Provider is free to suggest different mode of navigation, but all the navigational levels should be accessible in the manner required . But the final decision on the mode of navigation & levels will be of P&AR.



# **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 Remittance details of Earnest Money Deposit (EMD)
2. Copy of Remittance details of Tender Fee

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

1. N I T Declaration duly stamped & signed in bidder's letter head, Section – Q.
2. Bid Form as per format (Section – E).

**Technical skills and competence (scanned & join in pdf format then upload)**

1. Technical skills With Competence Statement (Section – I)
2. Documents related to Techno Commercial Evaluation (Section – F)

**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.

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**NON-STATUTARY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:**

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

<b>Sl. No.</b>	<b>Category Name</b>	<b>Sub Category Name</b>	<b>Sub Category Description</b>
A	CERTIFICATES	CERTIFICATES	<ul style="list-style-type: none"> <li>• GST Registration Certificate</li> <li>• PAN</li> <li>• Document as per Clause no. 3 &amp; 4 of Section – B</li> <li>• Document as per Clause no. 6 of Section – B</li> </ul>
B	COMPANY DETAILS	COMPANY DETAILS	<ul style="list-style-type: none"> <li>• Document as per Clause – 1 of Section – B</li> </ul>
C	LICENSING DETAILS	LICENSE	<ul style="list-style-type: none"> <li>• Document as per Clause no. 5 of Section – B</li> </ul>
D	DECLARATION	DECLARATION 1	<ul style="list-style-type: none"> <li>• Document as per Clause no. 2 of Section – B</li> <li>• Document as per Clause no. 9 of Section – B</li> </ul>
		DECLARATION 2	<ul style="list-style-type: none"> <li>• Document as per Clause no. 7 of Section – B</li> <li>• Document as per Clause no. 8 of Section – B</li> </ul>
		DECLARATION 3	<ul style="list-style-type: none"> <li>• Document as per Clause no. 9 of Section – B</li> <li>• Document as per Clause no. 10 of Section – B</li> </ul>
		DECLARATION 4	<ul style="list-style-type: none"> <li>• Curriculum Vitae as per format (Section – J)</li> <li>• Financial Capability as per format (Section – K)</li> <li>• Bidders Details as per format (Section – L)</li> <li>• Technical Man Power Details as per format (Section – M)</li> <li>• List of Clients Similar Order as per format (Section – O)</li> <li>• NIT Declaration as per format (Section – Q)</li> </ul>
E	FINANCIAL INFO	P/L & BALANCE SHEET 2016-2017	P/L & BALANCE SHEET 2016-2017
		P/L & BALANCE SHEET 2017-2018	P/L & BALANCE SHEET 2017-2018
		P/L & BALANCE SHEET 2018-2019	P/L & BALANCE SHEET 2018-2019

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### **SECTION – H**

#### **BOQ**

<b>S. No</b>	<b>Particulars</b>	<b>Qty</b>
1	SMS (English 160 character / Bengali 70 Character )	5000000 SMS
2	Design ,development, maintenance & support of G2G Bulk SMS Application including hosting of application from WB SDC using existing Server ,RHEL Operating System (6.X) &RDBMS bundled with RHEL	1
	Total	

The price bid format may be as per the above format.

Note:- The bid should not contain any cost for the database of the subscribers as per the scope of the work. Financial bid containing price details other than the above format will be out rightly rejected.

The services of the bid initially for 3 years & subsequent renewal with discounting & approval from the purchaser GoWB reserves the right to extend the tender for the next financial year.

The monthly invoicing by the successful bidder will be on the lowest rate & after review of every 6 months actual rate will be payable based on quantity of distinct SMS delivered.

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## **TECHNICAL SPECIFICATION & COMPLIANCE**

(Tender No. WTL/PAR/BULK SMS/20-21/022)

**ALL TECHNICAL PARAMETERS ARE MANDATORY. NO DOWNWARD DEVIATION IS ALLOWED. IN CASE OF ANY DEVIATIONS, THE BID WILL BE SUMMERILY REJECTED.**

The messaging Platform provided by the bidder must include following quality features:

**- Reliability and timeliness:**

The messaging Platform must support transmission of large scale messages to multiple users in multiple mobile networks.

The messaging Platform must support acknowledgement base mobile messaging with guaranteed message delivery information.

The messaging Platform must give commitment to service levels with guaranteed delivery times

**- Secured & trusted environment:**

The equipments at the bidders end must be a part of a network operator secured infrastructure and must offer trusted message environment

**- Best-in class application platform:**

Seamless integration with any system so as to enable a smooth and secure flow of information to the mobile channel

The target audience will be the Government officials and citizens across the state of West Bengal. Messages disseminated would be in English/Bengali. The vendor should be able to work on content creation of messages as per the length of characters permissible with inputs from the Government of West Bengal.

- Establishment of SMS facilities (push only), capable of delivering SMS to the citizens subscribed to all the telecom service providers of the state with auto acknowledgment features.
- SP shall provide a web based user interface to GoWB to design the message content and for approval of content at second level.
- The mechanism of delivery of the SMS will be through the web based user interface. The web based front end should have user id based message creation & approval rights, once approved the messages needs to be broadcasted as per the selected region group.
- The messages will be sent in G-G & G-C mode. There should be a clear bifurcation in the application for G-G & G-C services on the website. In G-G services, messages will be sent to group/s with defined mobile number, whereas in G-C mode the messages will be sent to the citizens of a particular area. The application should also have the option for selection of the desired area.

The application should have options for sending SMS, using single / multiple number with manual input, Bulk Upload using XLS/CSV, & other formats. Apart from that there should be an option to upload the G-G database using a web-based interface.

- District / Sub division wise database of subscribers of all the operators of the state needs to maintained & updated by the service provider at frequent intervals. At any point of time the accuracy level of the database should not decrease beyond 60%. The date base should be either available with the service provider readily or the service provider should be capable of building the data base within 30 days of submission of the bid.
- The database for the G-G section will be supplied to the vendor in XLS format & the same needs to be uploaded in the application from back end as per the Government Hierarchy & navigational flow submitted to them. The user may select the district & then come down to the level of Sub-division, Block, Gram Panchayat of the particular district & push SMS s as per the selection. More

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than one selection feature at one push should be supported. For State Level ids appropriate selection of State level may be made.

- The navigational flow required will be as per the need of the department. Sample flow is provided in Annexure – III. The sample flow is just for guiding purpose & the navigation required may be over & above the details provided in Annexure III.
- The application should incorporate addition & updation of mobile number feature. .The updated database should be downloadable in xls, csv, rtf format directly from the application.
- The G-G database requires to be updated / modified on real-time basis using a web based interface with appropriate rights. 50 separate ids will be created with the rights to only view / modify the mobile numbers in the web based application.
- The ids created for modification of mobile numbers will be separate from the ids meant for pushing (creating / approving ) of SMS from the said application.
- The ids created for modification of the mobile numbers of the officials will be district specific, i.e. The ids will be district specific. The name of the district will have to be mentioned at the time of the creation of the district.
- Any user login in the application will be able to view / modify only their district officials' mobile number. For e.g. if the id have been created for Bankura District, the user will be able to view / modify the mobile numbers of Bankura District only.
- The navigation of the District officials will be as per the Government Hierarchy of officers. Details of Navigational flow will be provided. The user may select the district & then come down to the level of Sub-division, Block, Gram Panchayat of the particular district & watch the mobile numbers of any particular BDO / GP Executive Assistant & then modify / update the same if required. For State level ids selection, appropriate selection shall be made.
- Apart from the district level ids, few ids will be kept at State Level rights, i.e. user accessing the application with State level rights will be able to view / modify any data on the application.
- The users will be allowed to only view/modify the mobile numbers against each level / official. The users will not be allowed to change / add any district / Sub-division Block/Gram Panchayat in the application. Similarly the user will also not be allowed to add / delete any new post in the application.
- For any Block / GP addition, post creation, request needs to be raised to the vendor & it will be done only by the vendor or their authorized representative. However one administrative id needs to be provided by the vendor, for creation of such requirements in the application.
- The G2G section of the application will be at the level of Gram Panchayat for the time being, which may be extended to any other Government office level in future.
- An alert will be generated if any mobile number is duplicated in the list. i.e. if any user is found to enter an already present mobile number in the application, an alert will be generated for the same to check it.
  - The user interface should also have the capability of configuring the sender's name of the message as per the TRAI guidelines, e.g. XY WBGGOVT. More than one sender ids may be required to be configured.
  - Minimum of seventy five user ids for the user interface, should be provided by the service provider
  - The solution should support the location based SMS system, as per the database maintained by the service provider.
  - The solution should allow multiple Location (Districts) to be selected simultaneously for broadcasting a message

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- SP shall share the same database with GoWB & GoWB should have the rights to verify the accuracy of the database.
- Generation of various required reports and search facilities on sent SMS, which should be downloadable in XLS , CSV, RTF format.
- Should provide Online status of messages being sent and not delivered and should be able to identify status of the message based on codes (e.g. Mobile inbox full, out of coverage etc.)
- Creation of the automated and custom alert facilities as required to improve the quality and authenticity of service delivery
- Necessary operational support required to make the project operational and productive
- Volume of the SMS are currently not fixed so financial offer should be submitted in various slabs of SMS volume given in financial format
- The solution should support HTTP / HTTPS / FTP / SMPP Interface / Back up for Push messaging /Blacklisting / Purging of Lists of Invalid Numbers / DND Numbers
- The solution should support Individual Messaging, Group Messaging and broadcast of messages
- The solution should be capable of assigning priorities to message (e.g. warnings, scheme promotions)
- The solution should support Retry Mechanism
- Should support Schedule a message to be sent at a chosen date and time using SMS scheduler
- Monthly MIS containing details of number of SMS sent, No. of SMS delivered, Type of application ( G-G, G-C ) , user id based details needs to be sent to the GoWB . The MIS should be downloadable directly from the application in XLS, RTF, CSV, format.
- The mobile numbers updated, that should also be downloadable in XLS, CSV, RTF format.
- The application should support IE, MOZILLA, OPERA, SAFARI & any limitation in this regard should be clearly specified in the tender.
- **Provisions of secondary route in case of failure of primary channel of delivery**
- **Details of the throughput required for the bulk SMS delivery compliance to quality**
- **Submission of various delivery reports like usage report, delivery delay report etc. required for calculation of payment and penalty**
- **Uptime and reliability of SMS gateways**

The bidder has to attach a technical compliance sheet in the following format:

Sl. No.	Item	Minimum parameters	Required	Offered parameters	Complied/ downgraded/ upgraded

- The application should incorporate addition & updating of mobile number feature. Detailed in Annexure-1
- The G2G section of the application will be extended to the level of Gram Panchayat.

## **WEBEL TECHNOLOGY LIMITED**

- The vendor should specify their limitations as per the following details.
  - Maximum Number of SMSs that can be pushed directly from the application. And the mode of pushing SMSs beyond the aforesaid declared maximum number.
  - Time required to deliver SMSs to the entire database.
  - Any other limitations of the vendor if applicable.
- Penalty needs to be imposed if the aforesaid limitations cross the declared limit.
- The delivery report should be updated in the application on real time basis. In case of failure to update the delivery report directly in the application, bills related to such delivery should be supported by back to back billing of the telecom operator.
- The application may be hosted in SDC and the necessary cost for maintaining SDC parameters such as Application Security audit may be borne by the parent department such as Disaster Management Department, but the vendor should comply with the recommendation of STQC or cert-in empanelled auditors
- The price bid should indicate only per SMS delivered cost. No other cost such as application building cost should be indicated separately.
- The time required to develop application with updated database of G2G officials, along with the time required to upload the district wise G2C data should be clearly mentioned, with proper penalty clause.

# WEBEL TECHNOLOGY LIMITED

## SECTION – J

### OPERATOR'S CREDENTIAL

#### Annexure - I

List of the Operators to which vendor is connected for BULK SMS						
S.No.	Operator Name	Address	Contact Person	Designation	Email Address	Phone Number
1						
2						
3						
4						
5						

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_



# WEBEL TECHNOLOGY LIMITED

## SECTION – K

### Annexure - II

Bulk SMS related Projects Details		
S.No	SMS Related Projects	Response
1	Total SMS Related Projects Implemented till date	
2	Annual earnings from SMS related projects	
3	Total SMS related projects implemented in Private	
4	Give Names / Contact info of organisations where SMS Solution has recently been implemented (At least 5)	
5	Total Volume handled related to SMS Solution in last 3 years	
6	2017-2018	
7	2018-2019	
8	2019-2020	
9	Total turnover related to implementation of SMS Solution in last 3 years	
10	2017-2018	
11	2018-2019	
12	2019-2020	
13	Tie up with number of telecom operator with names/contact info	
14	Please indicate whether any bankruptcy / winding up proceedings initiated against the Bidder or its tie-up partner at any point in time.	

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 – L

### BIDDERS'S DETAILS

(Tender No. WTL/PAR/BULKSMS/20-21/025)

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	Is the firm <ul style="list-style-type: none"> <li>▪ a Government/ Public Sector Undertaking</li> <li>▪ a propriety firms</li> <li>▪ a partnership firm (if yes, give partnership deed)</li> <li>▪ a limited company or limited corporation</li> <li>▪ a member of a group of companies, (if yes, give name and address and description of other companies)</li> <li>▪ 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.</li> </ul>	
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	What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary) <ul style="list-style-type: none"> <li>▪ Manufacturer</li> <li>▪ Supplier</li> <li>▪ System Integrator</li> <li>▪ Consultant</li> <li>▪ Service Provider (Pl. specify details)</li> <li>▪ Software Development</li> <li>▪ Total Solution provider (Design, Supply,</li> </ul>	

## **WEBEL TECHNOLOGY LIMITED**

	Integration, O&M) ▪ IT Company	
14	Number of Offices in district head quarters in West Bengal	
15	Is your organization having ISO 9001:2015 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 – M**

### **FORMAT FOR PRE-BID MEETING QUERY**

(Tender No. WTL/PAR/BULKSMS/20-21/025)

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 – N

### LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/PAR/BULKSMS/20-21/025)

Sl. No.	Client Name	Scope Title	PO Value	Status & Date of Completion	Remarks

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

# WEBEL TECHNOLOGY LIMITED

## SECTION – O

### 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 – P

### 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: Web Application Security Audit (Dynamic & Static), Mobile Application Security Audit and Vulnerability Assessment / Penetration Testing which will be treated as rate contract for carrying out security audit through Cert-in empanelled Information Security Organizations**

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/BULKSMS/20-21/025 dated 26.02.2021 for Web Application Security Audit (Dynamic & Static) and Vulnerability Assessment / Penetration Testing which will be treated as rate contract for carrying out security audit through Cert-in empanelled Information Security Organizations 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, this .....day of .....2020