

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING e-TENDER

Online Tender documents are invited for “providing Bulk SMS and WhatsApp Chatbot Messaging Services through Geographical Locationing systems and providing Customized IVR system, OBD Service, Email and RCS Messaging Services 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, whatsapp messaging and chatbot services,email, and OBD/IVRS services.

1.	Tender No. & Date	WTL/PAR/BULK SMS/22-23/005dated 13.05.2022
2.	Tender Version No.	1.0
3.	Brief description of Service required	PROVIDING BULK SMS AND WHATSAPP CHATBOT MESSAGING SERVICE THROUGH GEOGRAPHICAL LOCATIONING SYSTEMS, ALSO PROVIDING FOLLOWING SERVICES AS WELL: ➤ CUSTOMISED IVR SYSTEM ➤ OBD SERVICE ➤ EMAIL SERVICES ➤ RCSMESSAGING SERVICES FOR THE PERSONNEL AND ADMINISTRATIVE REFORMS DEPARTMENT, Govt. of West Bengal”.
4.	Tender Fee	Rs 6000.00 (Rupees six thousand only). The amount to be transferred online through e-tender portal.
5.	Earnest Money Deposit	Rs 5,00,000.00 (Rupees Five lakhs only). The amount to be transferred online through e-tender portal. Alternatively, the bidder may submit in the form of Bank Guarantee as per format enclosed
6.	Date of Downloading	13.05.2022
7.	Pre-Bid Meeting date & time	20.05.2022 at 11.30 Hrs. (On-Line Meeting) • Pre-Bid meeting will be organizing online platform only. Only queries as per format (Section - N) reaching WTL by 19.05.2022 at 12.00 Hrs. will be taken for decision. Prospective 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. • Only queries as per format (Section - N) reaching WTL by 19.05.2022 at 12.00 Hrs. will be taken for decision. • Queries will be sent to Manager (Purchase) (purchase@wtl.co.in)
8.	Bid Submission Start date & time	01.06.2022 at 14.00 Hrs.
9.	Last date & time of EMD & Tender Fee submission	Before Uploading of Tender
10.	Last date & time of Bid Submission	04.06.2022 at 12.00 Hrs.
11.	Date & time of Technical Bid Opening	06.06.2022 at 12.00 Hrs.
12.	WTL Address	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.

WEBEL TECHNOLOGY LIMITED

13.	WTL Contact Number	23673403-06
-----	--------------------	-------------

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 14:00 Hrs. of XX.XX.2022. 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

WEBEL TECHNOLOGY LIMITED

Contents

NOTICE INVITING e-TENDER.....	1
SECTION – A SCOPE OF WORK	6
PROJECT BACK GROUND	6
OBD and IVRS services:	11
End to end Bulk Mailer service:.....	12
RCS messaging:	14
Unified Platform:	14
SECTION – B PRE QUALIFICATION CRITERIA.....	15
SECTION – C DATE AND TIME SCHEDULE.....	18
SECTION – D INSTRUCTION TO BIDDER	19
1.DEFINITIONS	19
2.Pre Bid Meeting	20
3.Cost of Bidding	21
4.Bid Document	21
5.Amendment of Bid Document.....	21
7.Language of Bid & Correspondence	21
8.TENDER FEE & Earnest Money Deposit (EMD)	21
9. Forfeiture of EMD.....	22
10.Forms and Formats.....	22
11.Lack of Information to Bidder	22
12.SLA Terms	22
13.Start of Services	22
14.Uptime of the Services	23
15.Penalty for Defect and Downtime in SMS/ OBD/ Whatsapp Chatbot / Chatbot / RCS services.....	23
16.Notes for Penalties	23
17.Delivery (Provisioning of Services)	23
18.Liquidated Damage.....	24
19.Security Deposit.....	24
20.Deliverables :-	24
21.Delivery Location :-.....	24
22.Acceptance of Tender :-.....	25
23.Contract Execution.....	25

WEBEL TECHNOLOGY LIMITED

24.Information Provided	25
25.For Respondent Only	25
26.Costs Borne by Respondents.....	25
27.No Legal Relationship	25
28.Errors and Omissions.....	25
29.Acceptance of Terms.....	26
30.Time Schedule for completion.....	26
31.Liability.....	26
32.Patents & Copyright	26
33.Suspension of Work	27
34.Terms of Payment	27
35.Governing Laws	27
36.CORRUPT OR FRAUDULENT.....	28
37.BIDING CLAUSE.....	29
38.Termination for Default	29
39.Bankruptcy.....	29
40.Force Majeure.....	30
59.SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK	34
60.Preparation of Tender	34
61.Pre-Dispatch Instruction.....	34
62.Final Inspection.....	34
63.ERASURES OR ALTERNATIONS	34
64.COMPLIANCE WITH LAW	35
65.CLARIFICATION OF BIDS	35
SPECIAL TERMS AND CONDITIONS	37
SECTION – E BID FORM.....	39
SECTION – F TECHNO COMMERCIAL EVALUATION & AWARDDING OF CONTRACT.....	41
1.Evaluation Procedure.....	41
2.Techno Commercial Evaluation Criteria	41
SECTION – G GUIDANCE FOR E-TENDERING	47
SECTION – H UNPRICED-BOQ	48
SECTION-I:TECHNICAL SPECIFICATION & COMPLIANCE.....	51
SECTION – J OPERATOR’S CREDENTIAL	57
SECTION – K Annexure – II :PROJECT DETAILS	59
SECTION – L BIDDERS’S DETAILS.....	59
SECTION – M FORMAT FOR PRE-BID MEETING QUERY	63

WEBEL TECHNOLOGY LIMITED

SECTION – N LIST OF CLIENTS OF SIMILAR ORDERS 64
SECTION – O PROFORMA FOR PERFORMANCE BANK GUARANTEE..... 65
SECTION- P PROFORMA FOR EMD IN THE FORM OF BANK GUARANTEE.....65
SECTION –Q/NIT DECLARATION..... 67

WEBEL TECHNOLOGY LIMITED

SECTION – ASCOPE OF WORK

Job title: “for providing Bulk SMS and Whatsapp Chatbot Messaging Services through Geographical Locationing systems and providing Customized IVR system, OBD Service, Email and RCS Messaging Services for the Personnel and Administrative Reforms 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) AND WHATSAPP BOT THROUGH GEOGRAPHICAL LOCATIONNING SYSTEMS FOR THE P&AR DEPARTMENT , Govt. of West Bengal

SCOPE OF WORK

Bulk SMS Services:

- 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.

WEBEL TECHNOLOGY LIMITED

- 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 using Cloud Enabled Platform at WB State Data Centre to be provided by the Department of P&AR .However deployment of application shall be provided by the successful bidder. Application Security Audit through Cert-in empaneled auditor also shall be borne by the successful bidder and such cost should be factored into by the bidder in the commercial proposal.
- 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. Database segregation is also required.
- Minimum of 100 user ids for the user interface (with different rights of creating / approving SMS), should be provided by the service provider for various government departments of GoWB being onboarded into the SMS gateway.
- 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).
- Solution will support sending of bulk SMS for both G2G and G2C numbers.
- Prospective bidder to have dedicated helpdesk to support the various departments in configuring and white-listing SMS content on the SMS gateway.
- The solution should allow Single location (District wise) as well as multiple Location (Districts) to be selected simultaneously for broadcasting a message
- Minimum of 100 separate ids will be created with the rights to only view / modify the mobile numbers in the web based SMS application.

WEBEL TECHNOLOGY LIMITED

- 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. 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.
- 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 & updatation of mobile number feature.
- The G2G section of the application will be at the level of Gram Panchayat for the tiem 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. WBG0VT. 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.

WEBEL TECHNOLOGY LIMITED

- The delivery report of the messages post should be available in the application on real time basis. For Single campaign of more than 2 CroresSMS 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
- 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

WEBEL TECHNOLOGY LIMITED

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 WB State Data Centre (SDC) and the necessary cost for maintaining SDC parameters such as Application Security audit through Cert-in empaneled auditor as a mandatory security compliance for hosting at SDC shall be borne by the successful bidder and such cost should be factored into by the bidder in the commercial proposal.
- 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.

WhatsApp Messaging and WhatsApp Bot services:

- Set up verified WhatsApp Business accounts of government departments
- Providing a console to send WhatsApp notification / messages to registered/nonregistered users of application developed
- Providing an API to send WhatsApp notification / messages to registered/non-registered users of web application developed by government departments and implement the integration as per specifications received from Govt. of WB.
- Providing console to respond to messages received over WhatsApp.
- Implement an automated process of sending documents like Bills, Certificate, User Manual and other notifications (due date reminders, payment receipts, notices etc) to consumer WhatsApp accounts by integrating with various software systems of Government of West Bengal.
- Implement sending WhatsApp messages in Bengali and English language. Messaging framework must be capable of sending messages in various media formats like image, pdf, video, gif, emojis, stickers etc. allowed by what's app and the file size limit should not be not less than that of permissible limit by what's app.
- Selected bidder should have direct agreement with WhatsApp / Facebook and there should not be any dependency on third party.
- The following features are required to be included in the Chat bot /Whatsapp Bot, However this is indicative in nature and actual Bot will be as per the requirement and flow of the use case :
 - Conversational Menu Driven Bot
 - Multilingual Feature
 - (Indian local language support)
 - Reports & Analytics
 - Proposed Functionality in the bot

WEBEL TECHNOLOGY LIMITED

- Facility near my pin-code
- Latest numbers w.r.t. COVID
- Latest News
- Support Documents (PDF/Image)
- Knowledgebase
- The Chat Bot developed may be hosted in any other platform also like any specific mobile APP, Web application, Instagram, Telegram etc.

Timeline and SLA for WhatsApp bot :

Requirements	Expected Timeline
Development of Chatbot	Two weeks
API integration approval from WhatsApp etc.	One week
Testing and Go Live	One week

Note: WhatsApp Bot should be built within totality of four weeks. (2+1+1) =4 weeks

OBD and IVRS services:

Front end Outbound dialler platform for delivery of Bulk voice messages needs to be developed by selected bidder :

- Develop web based front end Interface for WB GOV for delivery / disseminating voice messages to the
- citizens of the state
- Government officials of the state
- Backend infrastructure for delivery messages shall be owned by selected bidder
- Provide backend system and database for delivery of Bulk OBD calls

Provide report / MIS as per campaign or period

- Database of Mobile Numbers :
- Database of Mobile numbers for citizens of the state shall be provided by selected bidder
- Database of Mobile Numbers for government officials shall be provided by WB GV
- Selected bidder shall record audio clip / voice message based on the written script provided by WB GV

Sending OBD calls through front end platform

WEBEL TECHNOLOGY LIMITED

- The authorized user through login may initiate delivery of Bulk voice messages through Front end Outbound dialler platform

Response collection system through IVRS :

- Develop front end mobile platform for response collection from citizen through Interactive voice response system
- IVRS platform shall be linked to various government department backend systems depending upon the type of information to be collected
- Hierarchy level and response options are subject to changes on regular basis

Integration with department backend systems

- Integration with department backend system may be required to access data / store data for interactive voice response system or other reasons
- The selected bidder shall have to do such integrations with no financial charge
- Integration with backend system of selected bidder and front end developed by either selected bidder or WB GV

End to end Bulk Mailer service:

- One of the main objective of the project is to implement an end to end Bulk Mailer service, by development, implementation & maintenance of an application dedicated to the Government of West Bengal, having specific features as described herein.
- The Bulk Mailer Solution should have the capability of sending digitally signed bulk mails. The digital signature should be sender specific & as such there should be a provision to upload digital signatures. The application should be configurable to nic , wb.gov.in & other mails. There should be an authentication method for accessing the solution with different privileges. Admin user should be able to create users with defined privileges as per the Government hierarchy and need. Users will require authentication for accessing the application & pushing the bulk mails.
- The application will require a third party security audit from agencies like STQC, so the necessary norms should be followed. The cost of the audit will be borne by the department, but it will be the responsibility of the vendor to get the application audited, by following the norms & implementing necessary changes if any by the auditor.
- The private key & public key concept of digital signature should be maintained as per the standard.
- Further the bidder should have a pool of I.P. address to route the mails, so that the mails from the particular sender id should not be blocked. The mailer solution should have the capability of pulling specific data with respect to recipient of the mails from excel and other formats.
- MIS report related to delivery, read of the mails should be made available in various formats, such as excel, csv (Comma separated values/variables), pdf (portable document format). Further the MIS should also capture the details of the device in which the mail have been read. Delivery of mails in the inbox should be mandatory criteria & at no point of time the spam delivery of the mail should exceed 10% of the mails pushed in which case penalty shall be levied.

WEBEL TECHNOLOGY LIMITED

- The vendor will have to sign a non-disclosure agreement, alongwith necessary legal documents to ensure privacy protection of the Government data handled through the said application
- The vendor must have own Email gateway for both transactional and promotional email capability. vendor should provide both API and SMTP connection to all major development platform and panel for bulk push email with reach analytics.

SLA for Bulk Mailer Service

Measurement	Service Level and Penalty Clause	Remark
<ul style="list-style-type: none"> • Bulk mail generated should be received in the Inbox of the recipient's email id. • Mails landing in SPAM folder of the recipient will be considered as not received & penalty will be charged as per the details . 	<ul style="list-style-type: none"> • For each event of failure: <ul style="list-style-type: none"> • upto 10% = No penalty • >10% =< 15% = 5% of the instant billing value. • >15%=< 20% = 10% of the instant billing value • >20%=< 25% =15% of the instant billing value • • In case of events reaching more than 25% during the contract period exceeds ten times, the contract is liable to be forfeited. In such an event all the dues will be forfeited. 	<p>Within initial 15 days of Contract period, if the Spam generation level exceeds 25%, the contract is liable to be terminated at the discretion of DIT&E, GoWB.</p>
<ul style="list-style-type: none"> • Availability : 98% uptime on daily basis • In case of failure, resolution the issue is expected within 24 hours. 	<ul style="list-style-type: none"> • For each event of non resolution within 24hrs, 100/- for each next 24 hrs will be charged as penalty. • In case of any instance of non-resolution within 15 calendar days during the contract period, the contract is liable to be forfeited. In such an event all the dues will be forfeited. 	<p>The amount of penalty levied shall be deducted from any due bill.</p>

WEBEL TECHNOLOGY LIMITED

RCS messaging:

- RCS messaging should provide interactive & richer user experiences, and it should support videos, emojis, gifs, and chatbot integration.
- Every messages should have WB Govt. name and logo validating the credibility of the message sent.
- It should support two-way Communication workflow.
- It should have rich media features like QR Code, Images combined with contextual intelligent follow ups that will enable WB GV to communicate effectively right to the native Android messaging app.
- It may suggest replies and actions using the quick reply templates.

Unified Platform:

- Unified platform for all the services viz SMS, email, OBD with a common dashboard is required. This Portal should be customized as per the existing application (Screen Shots given in Annexure III, It is expected a demo of the application as per the screenshots in Annexure III should be developed and shown in the technical presentation) of West Bengal Govt for the same purpose and /or as per the requirement specified by the Govt of West Bengal. Indicative Features are as follows :
 1. Menu Driven State / District / Sub Division / GP Selection for G2G Category. On Selection of the particular category and on pushing the SMS the message should be sent to the selected category.
 2. Provision for updating of G2G database till GP level
 3. In G2C category State / District Selection Option to be made available. On Selection of the particular district, Total Number of Database available will be reflected on the platform with an option to send either to the entire database or to any number selected by the user
 4. Provision of Updation and cleaning of G2C database
 5. Maker Checker like system for sending SMS
 6. Admin Panel for creating user under maker checker and or other format
 7. Delivery Report to be displayed in real time
 8. Admin Panel with Dashboard for all systems
 9. Multilingual Messaging option in the platform to be made available
 10. Excel Upload option for mobile numbers
 11. Manual entry option separated by comma for Mobile nos.

WEBEL TECHNOLOGY LIMITED

SECTION – B

PRE QUALIFICATION 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 and have minimum of five (05) years of experience and knowledge in providing the bidirectional (PUSH & PULL) Bulk sms as on 31 March 2022. (Justified documentary proof must be submitted).
3. The Agency must be a professional and reputed Whatsapp chatbot provider and WhatsApp messaging service provider and have minimum of one year (01) of experience in delivering whatsapp chatbot and messaging services as on 31 March' 2022. (Justified documentary proof must be submitted).
4. The Agency must be a professional and reputed OBD/voice messaging service provider and have minimum of five years (05) in providing and OBD/voice messaging services as on 31 March 2022. (Justified documentary proof must be submitted).
5. The agency must have minimum of five years (05) in providing email services as on 31 March 2022. (Justified documentary proof must be submitted).
6. The agency must have minimum of five years (05) in providing IVRS services as on 31 March 2022. (Justified documentary proof must be submitted).
7. The agency must be a professional and reputed RCS message service provider.
8. Bidders must have capabilities to provide Bulk SMS, IVRS, email services, WhatsApp chatbot Messaging, RCS messaging and OBD/ Voice SMS services. (PO and completion order for each service needs to be submitted)
9. The agency must be 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)
10. Currently agency should have minimum of five customer of similar nature with minimum of 7 crore SMS messages per annum capacity & credential for the last year and whatsapp messaging for last 1 year. (Justified documentary proof must be submitted)
11. Infrastructure readiness & Ownership of SMS server along with this, service provider (sp) must have its own SMSC.
12. Selected bidder should have direct agreement with WhatsApp / Facebook and there should not be any dependency on third party.
13. Bidder should be authorized by FB/WhatsApp for providing API and Chatbot services.
14. Third party arrangement for providing WhatsApp API and Chatbot services is not permissible.
15. Vendor must have capability for SMS over IP / (Rich Content Service) as well as agreement with major platforms .

WEBEL TECHNOLOGY LIMITED

16. The vendor must have own Email gateway for both transactional and promotional email capability. vendor should provide both API and SMTP connection to all major development platform and panel for bulk push email with reach analytics.
17. 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.
18. The bidder must have at least 20 application developers in their payroll in design & development including fine tuning/troubleshooting of Applications related to bulk SMS and Whatsapp chatbot services for G2G & G2C. G2G Application should cater SMS / Whatsapp chatbot communication for Government Departments.
19. The Agency must be providing SMS, Email, OBD, WhatsApp messaging and chatbot services to at least one Government Organization, Bank or Large Corporate/ organizations. Required documentary evidence in the form of PO /Agreement & Customer certification.
20. The Agency must have delivered in last one year minimum 7 Cr SMS in a day from Govt / PSU. PO/ Agreement and client certification required in letter head and Invoice.
21. The net worth of the bidder in the last 3 financial year 2018-19, 2019-20, 2020-21 should be Positive i.e. profitable from mobility services audited balance sheet and CA certification is required.
22. If the bidder does not already have a support presence in Kolkata, they need to build one after winning the bid. self-attestation in letter head required.
23. The Bidder should not have been black listed by any PSU or any other Government agencies or restricted by any regulatory authority es from offering such services/solutions to their clients. (A self-certification should be given as per format given in annexure.)
24. The bidder should have Annual Turnover of Rs. 25crore (rupees fourteen crore) or above in the last three Financial Year and profitable, audited balance sheets needs to submitted
25. 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.
26. 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.
27. All telecom providers with which the agency has agreements must assure SMS delivery.
28. Agency will be liable to offer excellent network coverage and offer increased flexibility for clients to ensure the service quality
29. SMS providers should provide a detailed listing of their network/SMS gateway coverage.
30. 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.
31. Bidder should submit Tender Fee of Rs. 6000.00 (Rupees Six thousand only). The amount to be transferred online through e-tender portal.
32. Bidder should submit Earnest Money Deposit (EMD) of Rs. 5,00,000.00 (Rupees five lakhs only). The amount to be transferred online through e-tender portal. Alternatively the bidder may submit in the form of Bank Guarantee as per format enclosed

WEBEL TECHNOLOGY LIMITED

33. 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.**

WEBEL TECHNOLOGY LIMITED

SECTION – C

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	13.05.2022
2	Documents download/sale start date (Online)	13.05.2022
3	Last Date and time of sending the queries (Offline)	19.05.2022 at 12.00 Hrs.
4	Pre Bid Meeting (On Line)	20.05.2022 at 11.30 Hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	01.06.2022 at 14.00 Hrs.
7	Last Date & time of submission of Earnest Money Deposit & submission of remittance details	Before Uploading of Tender
8	Last Date & time of submission of Tender Fee & submission of remittance details	Before Uploading of Tender
9	Bid Submission closing date & time (On line)	04.06.2022 at 12.00 Hrs.
10	Bid opening date & time for Technical Proposals (On line)	06.06.2022 at 12.00 Hrs.
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-

WEBEL TECHNOLOGY LIMITED

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/P&AR Department signs the agreement for render services for providing Bulk SMS and Whatsapp Chatbot Messaging Services through Geographical Locationing systems and providing Customized IVR system, OBD Service, Email and RCS Messaging Services for the Personnel and Administrative Reforms Department, Govt. of West Bengal,

“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

WEBEL TECHNOLOGY LIMITED

"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 providing Bulk SMS and Whatsapp Chatbot Messaging Services through Geographical Locationing systems and providing Customized IVR system, OBD Service, Email and RCS Messaging Services or any part thereof.

"Similar Nature of Work" means job related to providing Bulk SMS and Whatsapp Chatbot Messaging Services through Geographical Locationing systems and providing Customized IVR system, OBD Service, Email and RCS Messaging Services

"Project" means jobs of providing Bulk SMS and Whatsapp Chatbot Messaging Services through Geographical Locationing systems and providing Customized IVR system, OBD Service, Email and RCS Messaging Services for P&AR Department, Govt. of West Bengal.

"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 the force of law enacted or issued by the Central Government and/or the Government of West Bengal or any having 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 20.05.2022 at 11.30 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 19.05.2022 at 12.00 hrs. will be answered. Interest bidders are requested

WEBEL TECHNOLOGY LIMITED

to send mail to (purchase@wtl.co.in) for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.

3. Cost of Bidding

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

4. Bid Document

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

5. Amendment of Bid Document

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

6. Modification and Withdrawal of 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 Sixthousand only) and EMD of Rs. 5,00,000/- (Rupees Five Lakhs only). The amount to be transferred online through e-tender portal. Alternatively the bidder may submit EMD in the form of Bank Guarantee as per format enclosed

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.

WEBEL TECHNOLOGY LIMITED

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.

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.

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 operationalized within four to six weeks from the date of signing of Master Service Agreement (MSA)

WEBEL TECHNOLOGY LIMITED

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/ OBD/ Whatsapp Chatbot / Chatbot / RCS 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

- a) 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.
- 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 with 60 days of placement of order 60% (i.e 25%+35%) of security deposit will be en-cashed. In case the bidder failed to

WEBEL TECHNOLOGY LIMITED

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, WhatsApp messages 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.
- d) Development of Chatbot
- e) Development and Integration of chatbot with WhatsApp and managing subscription on behalf of government of west Bengal

21.Delivery Location :-

Web Based user interface to be hosted in server of SDC, GoWB, located at SDC, Webel Bhawan Salt lake and or in any VM as specified .

WEBEL TECHNOLOGY LIMITED

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

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.

WEBEL TECHNOLOGY LIMITED

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 contractor tort claim), Contractor shall be liable for not 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 caused 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 data.

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

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.

WEBEL TECHNOLOGY LIMITED

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 .

Billing address:

**Department Personnel & Administrative Reforms, Government of West Bengal
eGovernance Cell,
5, Council House Street, 3 rd floor,
Kolkata-70001**

Department Personnel & Administrative Reforms, Government of West Bengal will be releasing payment against submission of bill to successful bidder.

- Payment will be made on submission of bills alongwith delivery report. For the SMS sent on database managed by the bidder 5 numbers of the total 10 digit mobile number may be kept hidden.
- 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.

WEBEL TECHNOLOGY LIMITED

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;

WEBEL TECHNOLOGY LIMITED

- (ii) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (iv) “undesirable practice” means (i) establishing contact with any person connected with or employed **or engaged by** the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (v) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

37. BIDING 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

WEBEL TECHNOLOGY LIMITED

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.
- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upto its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

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

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

41. Contractor's Responsibilities

Refer Section –A (Scope of Work)

WEBEL TECHNOLOGY LIMITED

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 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.

WEBEL TECHNOLOGY LIMITED

- 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 whatsoever and the bidder will not challenge such decision in any forum whatsoever. P&AR DEPARTMENT also reserves the right to split the order and / or drop any line item as per direction of the end customer.

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 PBC, firm P.O will be issued.

WEBEL TECHNOLOGY LIMITED

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

WEBEL TECHNOLOGY LIMITED

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.
- 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,

WEBEL TECHNOLOGY LIMITED

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 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.

34. 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.

35. GENERAL TERMS

- a) All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.

WEBEL TECHNOLOGY LIMITED

- b) All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and 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.
- c) No Technical/Commercial clarification will be entertained after opening of the tender.
- d) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- e) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. P&AR DEPT reserve the right to increase or decrease the quantity specified in the tender.
- f) 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.
- g) 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.
- h) 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.
- i) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- j) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- k) The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
- l) The customer/P&AR DEPT at its discretion may extend the deadline for the submission of Bids.

36. MISCELLANEOUS

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

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

- (i) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (ii) Consult with any Applicant in order to receive clarification or further information;
- (iii) Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
- (iv) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

WEBEL TECHNOLOGY LIMITED

- 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.

WEBEL TECHNOLOGY LIMITED

WEBEL TECHNOLOGY LIMITED

SECTION – E

BID FORM

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

To

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

Sub: Providing Bulk SMS and Whatsapp Chatbot Messaging Services through Geographical Locationing systems and providing Customized IVR system, OBD Service, Email and RCS Messaging Services for the Personnel and Administrative Reforms 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/22-23/005 dated 13.05.2022, do hereby propose to execute the job as per specification as set forth in your Bid documents.
2. The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.
3. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipment and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
4. Earnest Money Deposit: We have transferred the EMD amount online through e-Tender portal.
5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
6. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.

WEBEL TECHNOLOGY LIMITED

- 7. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid (BOQ).
- 8. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, thisday of2022

Thanking you, we remain
Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

Signature & Authorized Verified by

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

WEBEL TECHNOLOGY LIMITED

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.
- In order for scores to be assigned, bidders should demonstrate their proposed SMS portal and whatsapp chatbots with all features complied as within the scope of work.

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 and whatsapp services and five years of active experience in similar services. (10 points will be allocated to agencies in the business of bulk SMS , since 10 years, 8 points for 7 years , 7 points for agencies in the business since 5 years, .	10
2	Tie ups and/or operation experience with Telecom Operators . 3.5 marks for minimum tie ups with 3 operators. 5 Points against 4 operators	5
3	Unified platform for Omni Channel marketing (SMS,EMAIL, OBD) proposed platform which is being used in Govt / PSU PO and Client Certification required . 10 points will be awarded for having unified platform for (SMS EMAIL OBD) or else 0 will be awarded. Platform Demo Should be shown in the presentation	10
4	Proposed approach & methodology in terms of understanding of present assignment, agency's experience in the area, Innovativeness and best practices etc. Presentation cum demo of the platform as per the details in scope and screenshot given in ANNEXURE – III to be given for this evaluation	15
6	Similar project execution experience(SMS, Email, OBD) (minimum five projects) (5 Project 2 Points more than 5 projects 2.5 marks) (less than 2 clients = 0, 2 clients 2 Points, 3 clients 3 , 4 clients 4, and 5 clients 5)	7.5

WEBEL TECHNOLOGY LIMITED

7	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
8	Availability of the district wise subscriber database for the state (Points for availability of +district wise data points 10, else 0)	10
9	Similar project execution experience(WhatsApp Bot services in Gov) (minimum five projects) (5 Project 2 Points more than 5 projects 2.5 marks) (less than 2 clients = 0, 2 clients 1 Points, 3 clients 1.5 , 4 clients 2, and 5 clients 2.5)	5
10	Approach to collect / arrange/update citizen's database district wise	12.5
11	Number of Application Developer (G2G/G2C) in the pay-roll >20 , for number > 20 5 point else zero , And out of the 20 developers no. of developers having 5+ years of experience >5 the allocate 5 point else zero	10
11	Project manager having PMP (PMI)	5

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:

Total BID Price = C

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

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

L1 will be calculated on the total price as per the BOQ.

However WTL reserves the right to award the PO for each line items to the respective line items L1 bidders also PO may be awarded by omitting any or few of the line items respectively.

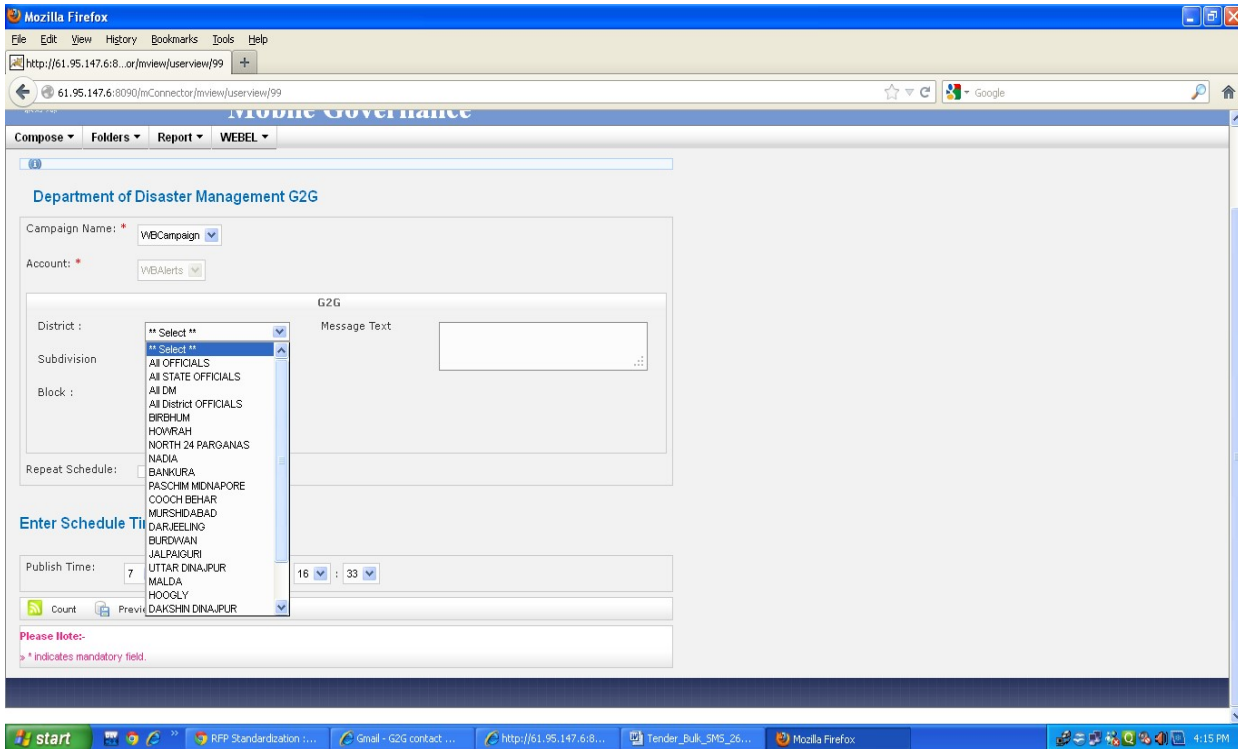
The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award, provided the Bidder was pre-qualified and/or it was found to be qualified to perform the Contract.

WEBEL TECHNOLOGY LIMITED

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

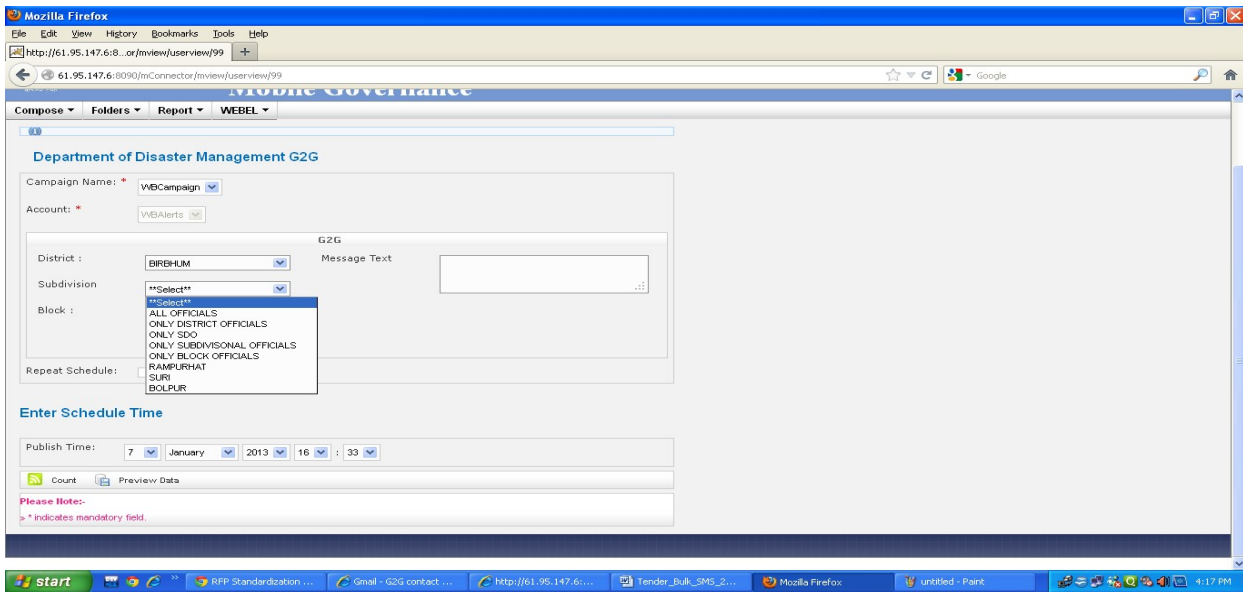
Note :- The technical evaluation will be done on the basis of Presentation of the bidder. Any bidder abstaining from the presentation will be awarded Zero.

ANNEXURE – III



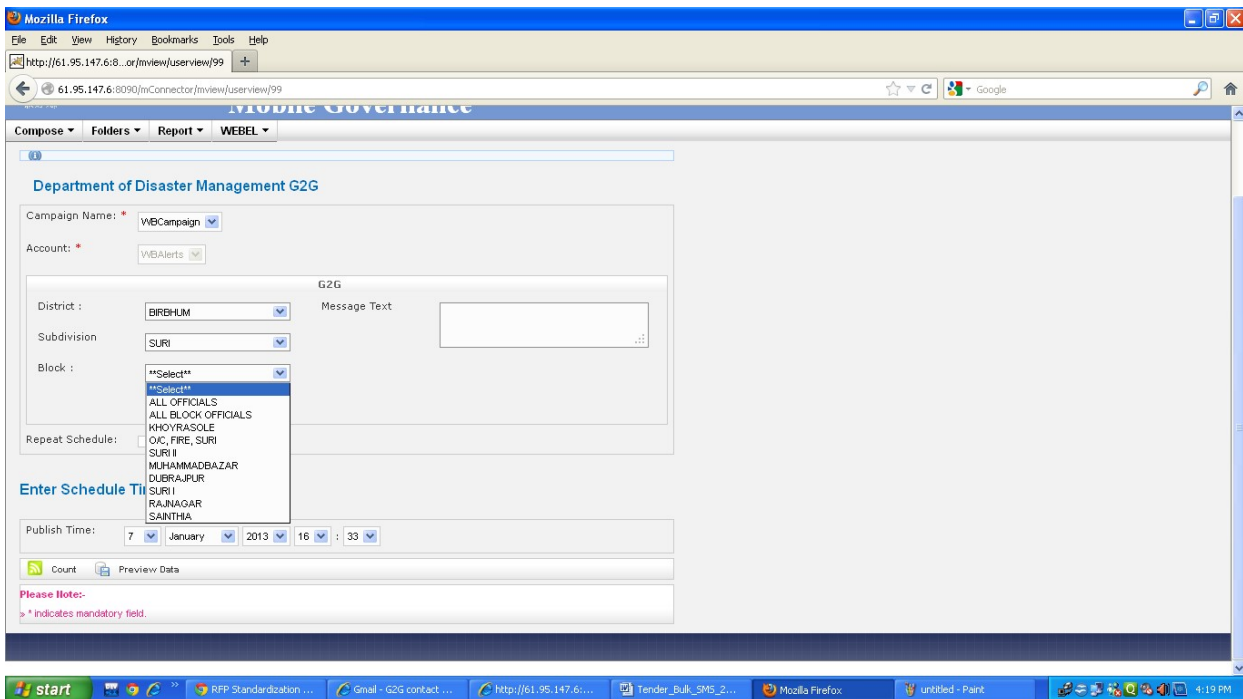
STATE LEVEL NAVIGATION , WITH DISTRICTS SELECTION OPTION

WEBEL TECHNOLOGY LIMITED



SUB DIVISION LEVEL SELECTION WITH SUBDIVISION SELECTION.

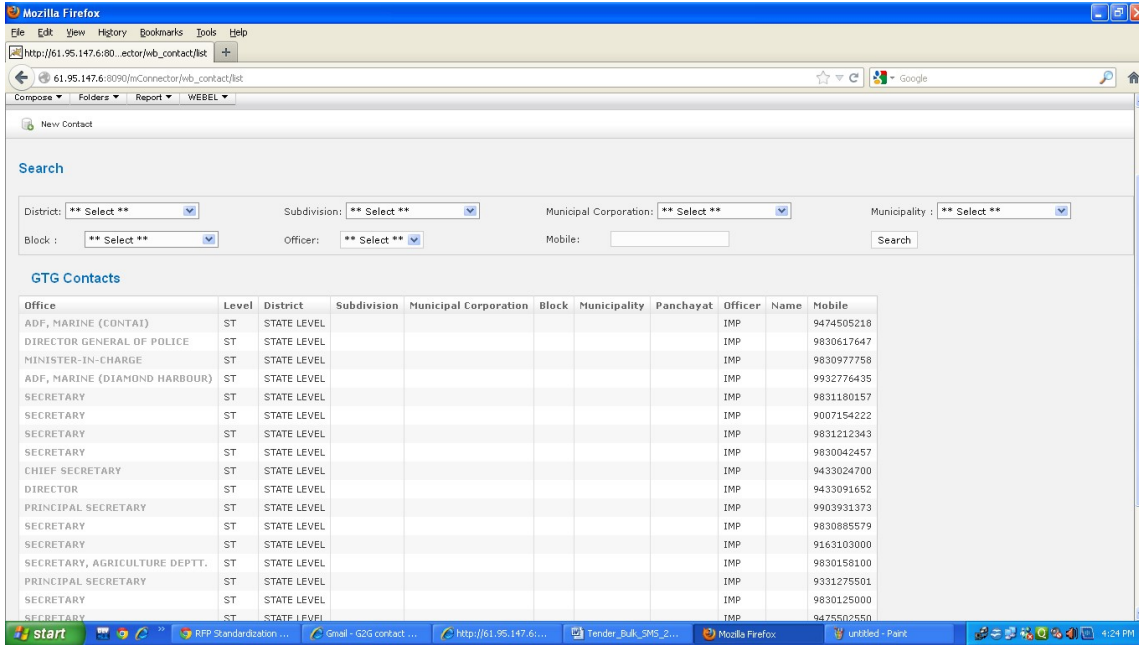
Options for selection of Municipal Corporation & Municipalities to be incorporated as required.



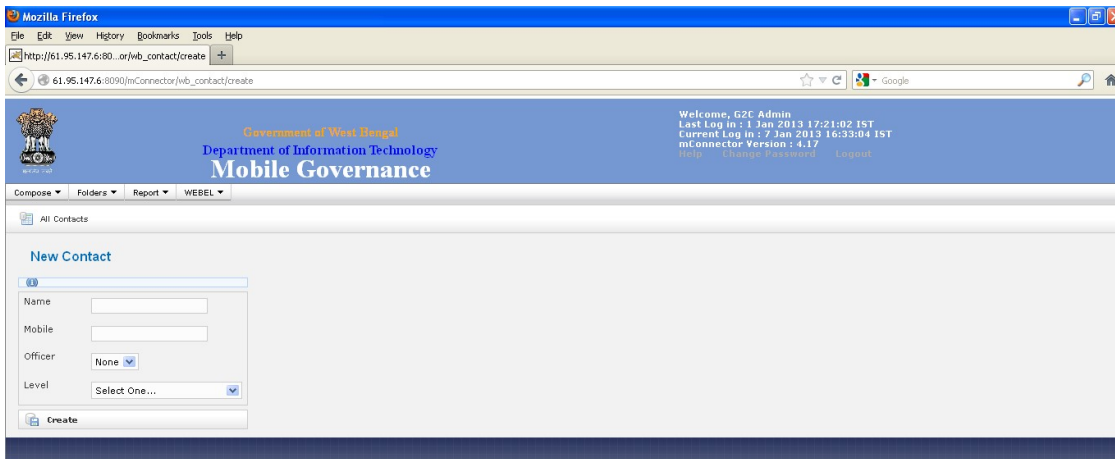
BLOCK LEVEL SELECTION WITH BLOCK SELECTION

WEBEL TECHNOLOGY LIMITED

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 AnganbadiKendras in the Panchayat / Blocks/ Districts.



CONTACT SEARCH MODE



WEBEL TECHNOLOGY LIMITED

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)

WEBEL TECHNOLOGY LIMITED

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.

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

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

Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	CERTIFICATES	<ul style="list-style-type: none"> • GST Registration Certificate • PAN • Document as per Clause no. 3 & 4 of Section – B • Document as per Clause no. 6 of Section – B
B	COMPANY DETAILS	COMPANY DETAILS	<ul style="list-style-type: none"> • Document as per Clause – 1 of Section – B
C	LICENSING DETAILS	LICENSE	<ul style="list-style-type: none"> • Document as per Clause no. 5 of Section – B
D	DECLARATION	DECLARATION 1	<ul style="list-style-type: none"> • Document as per Clause no. 2 of Section – B • Document as per Clause no. 9 of Section – B
		DECLARATION 2	<ul style="list-style-type: none"> • Document as per Clause no. 7 of Section – B • Document as per Clause no. 8 of Section – B
		DECLARATION 3	<ul style="list-style-type: none"> • Document as per Clause no. 9 of Section – B • Document as per Clause no. 10 of Section – B
		DECLARATION 4	<ul style="list-style-type: none"> • Curriculum Vitae as per format (Section – J) • Financial Capability as per format (Section – K) • Bidders Details as per format (Section – L) • Technical Man Power Details as per format (Section – M) • List of Clients Similar Order as per format (Section – O) • NIT Declaration as per format (Section – Q)
E	FINANCIAL INFO	P/L & BALANCE SHEET 2017-2018	P/L & BALANCE SHEET 2017-2018
		P/L & BALANCE SHEET 2018-2019	P/L & BALANCE SHEET 2018-2019
		P/L & BALANCE SHEET 2019-2020	P/L & BALANCE SHEET 2019-2020

WEBEL TECHNOLOGY LIMITED

SECTION-H

UNPRICED BOQ

e-Tender for providing Bulk SMS and Whatsapp Chatbot Messaging Services through Geographical Locationing systems and providing Customized IVR system, OBD Service, Email and RCS Messaging Services for the Personnel and Administrative Reforms Department, Govt. of West Bengal

A	BOQ		
	Bidder	XYZ	
1	Service	SMS	Quantity
	SMS Push Services		15,00,00,000
2	Service	OBD	Quantity
	Outbound Dialler based delivery of Bulk Voice messages		1,50,00,000
3	Service	Emails	Quantity
	Email Services		1,50,00,000
4	Service	IVRS Development	Quantity
	IVRS Services with 03 levels (additional level will be prorata basis)		100
5	Service	RCS SMS	Quantity
	RCS SMS Services		2,00,00,000
6	Service	Unified Single Platform Development	Quantity
	Unified Single Platform Development Cost Man Month		1
B	BOQ		
1	Service	Chatbot Development	Quantity
	Development Cost Man Month Rate *		100
2	Service	Chatbot Deployment	Quantity
	Deployment of the chatbot on WhatsApp Platform		100
	Deployment of the chatbot on any other platforms (eg. Instagram, Telegram, inhouse developed mobile app, Web App) Rate to be quoted for deployment on one platform , if more than one platform is chosen for such deployment cost will be decided on pro-rata basis. For		50

WEBEL TECHNOLOGY LIMITED

2 platform it will be 2X)			
3	Service	WhatsApp API Charge	Quantity
	Whatsapp API (Providing API with latest updates including integration of API with our application) Yearly charges to be quoted		100
4	Service	WhatsApp transaction charges	Quantity
	Whats App ChatBot Incoming Transaction**		10,00,00,000
	Whats App ChatBot Outgoing Transaction***		1,00,00,000
Total Bid Price (Total BID Price = C)			

*There is two category, Category A and Category B

Category A :- SMS, OBD, IVRS, e-Mail and Platform Development

Category B :- WhatsApp Services

*Man Month rate to be quoted cost of one bot development will be based on the actual estimation which is estimated by competent authority

**Whats App ChatBot Incoming Transaction:- One transaction means entire conversation done within 24 hours post initiation of the Chat Session by the user. For eg. When a Citizen / user sends a "Hi" Message to the chat bot the transaction initiation will start and all the conversation with the citizen within 24 hours of such initiation will be termed as one transaction. Only after 24 hours 2nd transaction cost will be due.

***Whats App ChatBot Outgoing Transaction:- Any Communication initiated by the West Bengal Govt side and the conversation thereafter with 24 hours will be termed as one Outgoing transaction.

Note 1: Payment of SMS will be done only for the delivered SMSs, sent SMS not delivered are not payable. Delivery report for the SMS should be made available directly from the SMSC server in real time for verification & payment thereof

Note 2: All the rates has to be valid minimum for a period of 03 years and no rate change request will be entertained or accepted during contract period even OEM changes their price.

WEBEL TECHNOLOGY LIMITED

Application Security Audit through Cert-in empaneled auditor also shall be borne by the successful bidder and such cost should be factored into by the bidder in the commercial proposal.

*Man Month rate to be quoted for chat bot development. cost of one bot development will be based on the actual estimation as per the process flow in man-month. And actual cost will be decided as per follows

Final Cost of one particular chat bot = Estimated Man month required X Man month rate quoted

**Whats App ChatBot Incoming Transaction: - One transaction means entire conversation done within 24 hours post initiation of the Chat Session by the user. For eg. When a Citizen / user sends a "Hi" Message to the chat bot the transaction initiation will start and all the conversation with the citizen within 24 hours of such initiation will be termed as one transaction. Only after 24 hours 2nd transaction cost will be due.

***Whats App ChatBot Outgoing Transaction: - Any Communication initiated by the West Bengal Govt side and the conversation thereafter with 24 hours will be termed as one Outgoing transact

Note:

- The above SMS, Email, WhatsApp messages item quantities are indicative & require for financial evaluation purpose only.
- 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 for another 2 years, subject to the discretion.
- The quarterly invoicing by the successful bidder at actual lowest rate will be payable based on quantity of distinct SMS delivered.
- NON-EXEMPTED SENDER ID - For non-exempted sender id, additional TRAI charges will be paid by GoWB.
- Charges for applying, renewing and maintaining sender id will be borne by GoWB.

WEBEL TECHNOLOGY LIMITED

SECTION-I

TECHNICAL SPECIFICATION& COMPLIANCE

(Tender No.WTL/PAR/BULKSMS/22-23/005)

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

- **WhatsApp Chatbot:**

Develop the chatbot and integrate it with WhatsApp as per government specifications as well as provide the necessary API's and documentation for integration with Government services.

Providing a console to send WhatsApp notification / messages to citizens.

Providing WhatsApp Container API to government department services for sending WhatsApp messages / notification to citizens

Provide APIs to receive messages sent by users through WhatsApp.

Providing Console to view summary & detailed reports / MIS of messages or notification sent / received. Approval of bills will be done on basis of summary report available on the console.

- **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

WEBEL TECHNOLOGY LIMITED

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 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 & updatation 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.

WEBEL TECHNOLOGY LIMITED

- 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 WBGVOT. 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
- 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, RF format.

WEBEL TECHNOLOGY LIMITED

- 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

WEBEL TECHNOLOGY LIMITED

- The G2G section of the application will be extended to the level of Gram Panchayat.
- 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 – I

OPERATOR'S CREDENTIAL

(Tender No. WTL/PAR/BULKSMS/22-23/005)

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

WEBEL TECHNOLOGY LIMITED

SECTION – K:

PROJECT DETAILS

(Tender No. WTL/PAR/BULKSMS/22-23/005)

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 organizations where SMS Solution has recently been implemented (At least 5)	
5	Total Volume handled related to SMS Solution in last 5 years	
6	2017-2018	
7	2018-2019	
8	2019-2020	
9	2020-2021	
10	2021-2022	
11	Total turnover related to implementation of SMS Solution in last 3 years	
12	2019-2020	
13	2020-2021	
14	2021-2022	
15	Tie up with number of telecom operator with names/contact info	
16	Please indicate whether any bankruptcy / winding up proceedings initiated against the Bidder or its tie-up partner at any point in time.	

WhatsApp related Projects Details		
S.No	SMS Related Projects	Response
1	Total WhatsApp Related Projects Implemented till date	
2	Annual earnings from WhatsApp related projects	
3	Total WhatsApp related projects implemented in Private Sector	
4	Give Names / Contact info of organizations where WhatsApp Solution has recently been implemented (At least 5)	
5	Total Volume handled related to WhatsApp Solution in last one year	
8	2021-2022	
9	Total turnover related to implementation of WhatsApp Solution in last One year	
12	2021-2022	
13	Tie up with WhatsApp / Facebook with names/contact info	

WEBEL TECHNOLOGY LIMITED

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 – I

BIDDERS'S DETAILS

(Tender No. WTL/PAR/BULKSMS/22-23/005)

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

WEBEL TECHNOLOGY LIMITED

13	<p>What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary)</p> <ul style="list-style-type: none"> ▪ Manufacturer ▪ Supplier ▪ System Integrator ▪ Consultant ▪ Service Provider (Pl. specify details) ▪ Software Development ▪ Total Solution provider (Design, Supply, Integration, O&M) ▪ IT Company 	
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/22-23/005)

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/22-23/005)

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-PERFORMANCE GUARANTEE

Ref Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of WEBEL TECHNOLOGY LIMITED, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its Registered office at Webel Bhavan, Block EP&GP, Sector V, Kolkata-700 091 (hereinafter called "The Purchaser") having agreed to accept from _____ (hereinafter called "The Contractor") Having its Head Office at _____, a Bank guarantee for Rs. _____ in lieu of Cash Security Deposit for the due fulfillment by the Contractor of the terms & conditions of the Work Order No. _____ dated _____ issued by the Purchaser for _____ (hereinafter called "the said work order _____ dated _____"). We _____ (Name & detailed address of the branch) (hereinafter called "the Guarantor") do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions contained in the said Work Order No. _____ dated _____ of which breach the opinion of the Purchaser shall be final and conclusive.

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

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

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

WEBEL TECHNOLOGY LIMITED

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

(Stamp of the executants)

WITNESS

1) _____

2) _____

(Name & address in full with Rubber Stamp)

WEBEL TECHNOLOGY LIMITED

SECTION - P

Proforma for EMD in the form of Bank Guarantee

Form of Bid Security (Bank Guarantee)

Bank Guarantee No.....

Date.....

WHEREAS,.....(name & address) (hereinafter called "the Applicant") has submitted his Bid dated _____ [date] or will submit his Bid for execution of _____ [name of Contract] (hereinafter called "the Bid") under Request for Bids No..... [insert number] (hereinafter called "the RFB")

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____ for which payment will and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid, ("the Bid Validity Period"); or (b) does not accept the correction of the Bid Price

or

(2) If the Applicant having been notified of the acceptance of his bid by the Employer during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ 30 days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

WEBEL TECHNOLOGY LIMITED

[signature, name, and address]

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 -Q

NIT DECLARATION

(Bidders are requested to furnish the Format given in this section, filling then tire Blank and to be submitted Bidder's Letter Head)

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

Sub: providing Bulk SMS and Whatsapp Chatbot Messaging Services through Geographical Locationing systems and providing Customized IVR system, OBD Service, Email and RCS Messaging Services for the Personnel and Administrative Reforms Department, Govt. of West Bengal

Dear Sir,

We the Undersigned bidder/(s) declare that we have read and examined in detail the specifications and other documents of the subject tender no. WTL/ PAR/BULK SMS/22-23/005 dated 13.05.2022. providing Bulk SMS and Whatsapp Chatbot Messaging Services through Geographical Locationing systems and providing Customized IVR system, OBD Service, Email and RCS Messaging Services for the Personnel and Administrative Reforms Department, Govt. of West Bengal published by Webel Technology Limited in e-Tender website.

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

Thanking you, we remain

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

WEBEL TECHNOLOGY LIMITED

Dated, this day of 2022