

# WEBEL TECHNOLOGY LIMITED

## NOTICE INVITING e-TENDER

Online Tender documents are invited for appointment of a Practicing Company Secretary (PCS) / Firm of PCS for company secretarial matters of the company on a monthly retainer-ship basis.

Online bids are invited from Practicing Company Secretary / Firm of PCS having sufficient experience and credentials for successful completion of "Similar Nature" of work in a Public Limited company including PSU / reputed Private Limited company.

1.	Tender No. & Date	WTL/Inhouse/Company Secretary/24-25/014 dated 25.10.2024
2.	Tender Version No.	1.0
3.	Brief description of Job	Appointment of a Practicing Company Secretary (PCS) / Firm of PCS for company secretarial matters of the company on a monthly retainer-ship basis.
4.	Tender Fee (non-refundable)	Rs.4000/- (Four Thousand) to be submitted online on e-Tender Portal
5.	Earnest Money Deposit	Rs.8000/- (Eight Thousand) to be submitted online on e-Tender Portal
6.	Date of Downloading	25.10.2024
7.	Pre-Bid Date and Time	Pre-Bid meeting will be organized over online platform only on 6.11.2024 at 12.00 Hrs. Only queries as per format reaching WTL by 05.11.2024 at 15.00 Hrs. will be taken for decision. Interested bidders are requested to send mail to <a href="mailto:purchase@wtl.co.in">purchase@wtl.co.in</a> for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting
8.	Bid Submission Start date & time	13.11.2024 at 15.00 Hrs
9.	Last date & time of Tender Fee submission	Before uploading of Tender
10	Last date & time of Bid Submission	18.11.2024 at 12.00 Hrs
11	Date & time of Technical Bid Opening	20.11.2024 at 12.00 Hrs
12	Company details	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13	Contact person	033-23673403-06 / 9007881238

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1. Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Tender fee may be remitted electronically through e-tender portal in favour of “Webel Technology Limited” and also to be documented through e-filing.
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 / corrigendum will be published only on the WTL Website.

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## **CONTENTS OF THE TENDER DOCUMENT**

The Tender document comprises of the following:

SECTION – A	SCOPE OF WORK
SECTION – B	ELIGIBILITY CRITERIA
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SECTION – D	INSTRUCTION TO BIDDER
SECTION – E	TECHNO COMMERCIAL EVALUATION & AWARDDING OF CONTRACT
SECTION – F	GUIDANCE FOR E-TENDERING
SECTION – G	UNPRICED BOQ/COMMERCIAL BID DETAILS
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SECTION – J	PRE-BID MEETING QUERY
SECTION – K	LIST OF CLIENTS OF SIMILAR ORDERS
SECTION – L	NIT DECLARATION FOR BIDDER
SECTION – M	BID FORM
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FORM – I	UNDERTAKING ON EXIT MANAGEMENT AND TRANSITION

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – A**

### **SCOPE OF WORK**

#### **1. Introduction**

##### **About WTL**

Webel Technology Ltd, a Govt. of West Bengal Undertaking under the administrative control of Personnel & Administrative Reforms & e-Governance Department, Govt. of West Bengal. WTL is the State Nodal Agency & State Implementing Agency for implementation of all e-Governance related activities in the State of West Bengal. Incorporated in the year 2001 with its primary objective of providing IT consultancy, e-Governance, capacity building in the area of IT & ITeS. The company is engaged in catering services in the area of IT & ITeS to various Government Departments, PSUs, Statutory Bodies, Autonomous Bodies etc. Since inception it is a profit making organization having an average annual turnover of Rs.400 crore (approx.)

##### **Notice Inviting Tender**

Online e-Tenders are invited from Practicing Company Secretaries (PCS) / Firm of PCS including LLPs for contractual engagement as a Consultant for company secretarial matters of the company on a monthly retainer-ship basis. Initially the appointment will be for one year subject to renewal of the contract depending upon performance of the Consultant. Preference will be given to the Kolkata based Practicing Company Secretary (PCS) / Firm of PCS

##### **SCOPE OF WORK**

The selected Company Secretary / CS Firm is required to handle day to day company secretarial matters of the company. Detailed job descriptions are as follow :

**Compliance :** Responsible for company's corporate compliances adhering existing laws, rules & regulations

**Corporate Governance :** Advise the Board of Directors on standard corporate governance matters, risk management, promptly update Board of Directors (BoD) and Key Managerial Persons (KMPs) of the company on regulatory matters whenever there is a change in law

**Maintenance of Statutory Registers :** to maintain statutory books including register of members, register of Directors and other essential documents, collate information, write reports on behalf of the Directors

**Filing of Annual Returns :** Filing of Annual Returns and financial statements and all other Forms & documents as applicable for the company with ROC within the due date

**Legal Advisory :** provide legal guidance on matters affecting the company

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Meeting Management: Organize and facilitate holding Board Meetings, AGM, Audit Committee Meetings and any other meetings as applicable for the company ensuring legal and statutory compliances. Preparation of Agenda for the meetings

Meeting Minutes : record the minutes of all the meetings. Preparation of meeting Minutes within reasonable time to facilitate management taking prompts action.

Communication with Shareholders, Directors, Govt. Agencies and other stake holders : Company Secretary will be the point of communication among Board of Directors, members, Govt. Agencies and other stake holders.

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## **SECTION – B**

### **ELIGIBILITY CRITERIA**

Eligibility Criteria for selection of a Firm of PCS:

1. The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.
2. The bidder should have their presence in Kolkata with own office. Valid proof should be submitted along with the bid.
3. The bidder should have valid GST Registration Certificate & PAN. Bidder shall have to submit photocopy of the documents.
4. The Lead Partner / Individual should have at least 2 (two) years of post CS qualification experience Self attested copy of Certificate of Membership and Certificate of Practice to be submitted.
5. The Practicing Company Secretary (PCS) / Firm of PCS should have a team of appropriately trained staff, who is informed of the Company Secretarial matters /Secretarial Audit / ROC compliance requirements etc. Details of trained staff with qualification / no. of years of relevant experience / no. of years of association with PCS / Firm of PCS should be submitted on Company Letterhead duly signed and sealed by Authorized Signatory.
6. The PCS / Firm of PCS should have handled Company Secretarial matters / Secretarial Audit / ROC compliance assignments for at least 3 (three) different Companies in the past three financial years (FY 2020-21, FY 2021-22 & FY 2022-23) of order value aggregating 3 lakhs or above. Valid order copies / completion certificates in this regard have to be submitted.
7. The PCS / Firm of PCS should have done the Data entry of financials and other reports in the XBRL software, conversion of data in XML format, creation, validation and pre-scrutiny of documents, preparing relevant XBRL forms, certification and Filing of AOC-4 –XBRL for at least two Companies . Documentary evidence for the same to be submitted.
8. The PCS / Firm of PCS should have an annual average turnover of Rs.6 lakh or more in preceding three financial years (FY 2020-21, FY 2021-22 & FY 2022-23). Self attested audited financial statements to be submitted.
9. The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder's letter head to be submitted.
10. The bidder shall submit Bid Form (Section – M) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
11. Bidder shall submit NIT Declaration (Section - L) duly signed by the authorized signatory of the company as per the format. Deviation in format may not be accepted.

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## **SECTION – C**

### **DATE AND TIME SCHEDULE**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	25/10/2024
2	Documents download/sale start date (Online)	25/10/2024
3	Last Date and time of sending the queries (Offline)	05.11.2024 AT 3PM
4	Corrigendum, if any will be published (On Line)	-
5	Bid Submission start date & time (On line)	13.11.2024 AT 3PM
6	Last Date & time of submission of Tender Fee & submission of remittance details.	Before Submission of Tender
7	Bid Submission closing date & time (On line)	18.11.2024 AT 12PM
8	Bid opening date & time for Technical Proposals (On line)	20.11.2024 AT 12PM
9	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
10	Date for opening of Financial Bid (Online)	-

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## **SECTION – D**

### **INSTRUCTION TO BIDDER**

“Bidder” means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder.

“Contract” is used synonymously with Agreement.

“Contract Price” means the price to be paid to the 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 Webel Technology Limited of the benefits of free and open competition.

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

“Government” / “Gov. of W. Bengal” means the Government of West Bengal. “GoI” shall stand for the Government of India. “GoWB” means Government of West Bengal

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

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

“Law” shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/or the Government of West Bengal or any other Government or regulatory authority or political subdivision of government agency.

“LOI” means issuing of Letter of Intent which shall constitute the intention of WTL to place the Work Order with the successful bidder.

“Requirements” shall mean and include schedules, details, description, statement of as applicable and specified in the Contract.

“Service” means provision of Contracted service viz., CONSULTANT FOR COMPANY SECRETARIAL MATTERS as per Section titled “Scope of Work”

“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.

#### **1. PRE BID MEETING**

Pre Bid Meeting will be held on 06/11/2024 12pm. (On-Line Meeting). Bidder can send their queries as per format (Section - J) to Manager (Purchase) (purchase@wtl.co.in). Only the queries received within the stipulated date

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prior to the Pre Bid Meeting will be answered. Interested 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.

## **2. 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.

## **3. 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.

## **4. 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.

## **5. MODIFICATION AND WITHDRAWAL OF BIDS**

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

## **6. 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.

## **7. 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.

## **8. LACK OF INFORMATION TO BIDDER**

The bidder shall be deemed to have carefully examined the Bid document to his/her 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/she can send the queries before the Pre Bid Meeting.

## **9. 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.

## **10. TIME SCHEDULE FOR DELIVERY**

Services will be delivered as per Scope of Work

## **11. LIQUIDATED DAMAGE / PENALTY**

In case of non-performance, WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party. The difference of cost incurred by WTL will be recovered from the contractor and PBG will be invoked.

## **12. TERMS OF PAYMENT**

Payment terms will be on successful delivery of services as defined in Scope of Work.

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## **13. 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.

## **14. 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.

## **15. BIDDING CLAUSE**

All decisions taken by the Tender Committee regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

The Tender Committee reserves the right:

- To vary, modify, revise, amend or change any of the terms and conditions mentioned above and,
- To reject any or all the Tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

## **16. TERMINATION FOR DEFAULT**

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

## **17. BANKRUPTCY**

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

## **18. FORCE MAJEURE**

It is hereby defined as any cause, which is beyond the control of the Contractor or WTL as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.

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

## **19. PERFORMANCE BANK GUARANTEE (PBG)**

As a guarantee for timely delivery bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized bank as per format enclosed (Section – P).

## **20. SI/BIDDER/CONTRACTOR'S RESPONSIBILITIES**

Refer Section – A (Scope of Work & Responsibility)

## **21. NO WAIVER OF RIGHTS**

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

## **22. 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.

## **23. PERIOD OF VALIDITY OF OFFER**

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

## **24. 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.

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- 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.
- GST component of the invoice of the bidder may be kept on hold in case there is a mismatch / irregularity in GST return filing on the part of the bidder.

## **25. 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.

## **26. BID DUE DATE**

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

## **27. OPENING OF BID BY WTL**

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

## **28. CONTACTING WTL**

Bidder shall not approach WTL officers beyond office hours and/or outside WTL office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence WTL office in the decision on Bid evaluation, Bid comparison or finalization may result in rejection of the Bidder's offer. If the bidder wishes to bring additional information to the notice of WTL, it should be in writing following the procedure mentioned hereinabove.

## **29. WTL'S RIGHT TO REJECT ANY OR ALL BIDS**

WTL reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

## **30. BID CURRENCIES**

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

## **31. PRICE**

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

## **32. 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.

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

This tender document is not transferable.

## **34. FORMATS AND SIGNING OF BID**

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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.

## **35. 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.

## **36. INTERPRETATION OF DOCUMENTS**

If any bidder should find discrepancies or omission in the specifications or other tender documents, or if he should be in doubt as to the true meaning of any part thereof, he shall make a written request to the tender inviting authority for correction/clarification or interpretation or can put in a separate sheet along with his technical bid document.

## **37. 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.
- g) Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter.

## **38. ERASURES OR ALTERNATIONS**

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

## **39. 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.

## **40. CLARIFICATION OF BIDS**

During evaluation of the bids, WTL 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.

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## 41. QUALITY CONTROL

- The contractor is obliged to work closely with WTL, act within its authority and abide by directive issued by them on implementation activities.
- The contractor will abide by the safety measures and free WTL from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their negligence. The bidder will pay all indemnities arising from such incidents and will not hold WTL responsible.
- The contractor will treat as confidential all data and information about the system, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of WTL.
- WTL reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. WTL shall have engineers, inspectors or other duly authorized representatives made known to the contractor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of WTL does not relieve the contractor of the responsibility for quality control in all phases.
- The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

## 42. GENERAL TERMS

- a) All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- b) All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and WTL reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
- c) No Technical/Commercial clarification will be entertained after opening of the tender.
- d) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscription is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- e) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WTL reserve the right to increase or decrease the quantity specified in the tender.
- f) WTL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
- g) WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- h) Supporting technical brochures / catalogues indicating each feature in respect of offered model and make must be submitted along with the offer, in absence of which the offer is liable to be ignored.
- i) No dispute by the bidders in regard to Technical/Commercial points will be entertained by WTL and decision taken by the Tender Committee will be final.
- j) 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.
- k) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- l) 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.
- m) The customer/WTL at its discretion may extend the deadline for the submission of Bids.
- n) 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.

# WEBEL TECHNOLOGY LIMITED

## SECTION – E

### 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 and assign marks to bidders. The Bidders securing a minimum of 70 marks in the Techno Commercial Evaluation will be considered for further evaluation.
- After qualifying in Techno Commercial Evaluation, qualified bidders will only be considered for Financial Bid evaluation.

#### 2. TECHNO COMMERCIAL EVALUATION CRITERIA

Sl no	Parameter	Max score	Score Details Breakup	Documents Required
1.	PCS /Firm of PCS's strength / Key personnel / staff strength	10	5 marks for Lead Partner having 3 years in full time practice and having a team of 2 trained staff associated with the PCS / Firm of PCS.  10 marks for Lead Partner having more than 4 years in full time practice and more than 3 trained staff associated with the PCS / Firm of PCS	Self attested copy of Certificate of Membership and Certificate of Practice of the Lead Partner.  Details of trained staff
2.	Financial Capability of the Firm	10	Full marks for average annual Turnover of Rs.8 lakhs or more in preceding three financial years (FY 2020-21, FY 2021-22 & FY 2022-23)	Audited Balance Sheet / Profit & Loss statement for FY 2020-21, 2021-22, 2022-23
3.	Experience in handling company secretarial matters / ROC compliances/ Secretarial Audit of reputed corporate entities including PSUs.	50	10 marks per job assignment for each corporate entity. Full marks for three different corporate entities	Valid job assignment letters / appointment letters / Order copies / Job Completion Certificates
4.	Presentation on approach, methodology for the scope of work and Experience in handling company secretarial matters / ROC compliances/ Secretarial Audit of CORPORATE ENTITIES	30	<ul style="list-style-type: none"><li>• Understanding of project</li><li>• Value Addition</li><li>• Past Experience</li><li>• Approach and Methodology</li></ul>	Presentation before the Tender Committee

Total- 100

**NOTE:** All related documents to be uploaded

# **WEBEL TECHNOLOGY LIMITED**

## **2. FINAL EVALUATION & AWARDING OF CONTRACT**

Financial Proposal of the bidders qualifying in the evaluation of Techno Commercial Evaluation will be evaluated. The bidder who has qualified in the Techno Commercial evaluation by securing a minimum qualifying marks of 70 and whose Financial Bid is found to be the lowest price (L1), would be awarded the contract subject to the conditions mentioned in FINANCIAL PROPOSAL (SECTION - G)

## **3. TECHNICAL PRESENTATION**

The eligible bidders shall give a technical presentation to portray their understanding of the scope of work & responsibility for the same in front of the Tender Committee. The date, time and venue of technical presentation for the eligible bidders will be intimated in due course.

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – F**

### **GUIDANCE FOR E-TENDERING**

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

- **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 in to <https://wbtenders.gov.in>. The Bidder is to click on the link for e-Tendering site as given on the web portal.
- **Digital Signature Certificate (DSC):**  
Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.
- The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- **Submission of Tenders:**  
Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats)

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

#### **Techno Commercial Cover:**

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

1. Copy of Remittance details of Tender Fee

#### **TECHNICAL BID**

The Technical Bid should consist of the following documents:

1. Proposal submission cover letter on the letterhead of the firm clearly indexing the enclosures.
2. NIT declaration and Bid Form.
3. Detailed profile of the PCS /Firm of PCS : Membership No / Registration No. of the Firm / Certificate of Practice as provided by ICSI
4. Detailed job experience in dealing with company secretarial matters / secretarial audit / ROC compliances etc. Proof of job assignments to be submitted.
5. Details of the PCS / Firm of the PCS name, qualification, membership no. and experience in dealing with company secretarial matters / secretarial audit / ROC compliances

# WEBEL TECHNOLOGY LIMITED

6. Detailed qualification and experience of PCS associated with the Lead bidder full time and other non-qualified staff being in continuous employment. Documentary evidence to submit.
7. Audited Balance Sheet and Profit & Loss Statement of the Firm for the last three financial years i.e. FY 2020-21, 2021-22 & 2022-23 to be submitted.
8. Copy of PAN Card, GST Registration ID, Professional Tax Certificate and Firm's Registration Certificate.
9. WTL reserves the right to accept or reject any or all the applications without assigning any reason thereof.

## FINANCIAL PROPOSAL

Financial proposal to be submitted in online BOQ in the prescribed format as per SECTION - G

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

1. NIT Declaration duly stamped & signed in letter head of bidder (SECTION – I)

### Technical Compliance (scanned & joins in pdf format then upload)

1. Copies of relevant appointment letters /client orders as consultant / secretarial auditor for company secretarial matters / secretarial audit / ROC compliances etc.

### 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	A1. CERTIFICATES	<ul style="list-style-type: none"> <li>• GST Registration Certificate</li> <li>• PAN</li> <li>• As required</li> </ul>
B	COMPANY DETAILS	B1. COMPANY / PARTNERSHIP DETAILS 1	<ul style="list-style-type: none"> <li>• As required</li> </ul>
		B2. COMPANY / PARTNERSHIP DETAILS 2	<ul style="list-style-type: none"> <li>• Company Profile (Not more than 3 pages)</li> <li>• As required</li> </ul>
C	CREDENTIAL	CREDENTIAL 1	Appointment / assignment letters
		CREDENTIAL 2	Other documents, if any
D	DECLARATION	DECLARATION 1	Financial Capability of Bidder as per format (Section – H)
		DECLARATION 2	Bidder's Details as per format (Section – I)
		DECLARATION 3	No-blacklisting / No-bankruptcy declaration
		DECLARATION 4	As required
F	FINANCIAL INFO	P/L & BALANCE SHEET 2020-21	AUDITED P/L & BALANCE SHEET 2020-2021
		P/L & BALANCE SHEET 2021-22	AUDITED P/L & BALANCE SHEET 2021-2022
		P/L & BALANCE SHEET 2022-23	AUDITED P/L & BALANCE SHEET 2022-2023

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – G**

### **UNPRICED BOQ/COMMERCIAL BID DETAILS**

Sl. No.	Description	Unit	Quantity
1	Monthly retainership fees for routine company secretarial compliances including preparation and e-filing of various Forms	Month	12

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – H**

### **FINANCIAL CAPABILITY OF BIDDER**

(WTL/Inhouse/Company Secretary/24-25/014 dated 25.10.2024)

#### **FINANCIAL INFORMATION**

<b>Sl. No.</b>	<b>Name of the Bidder</b>	<b>Turnover (Rs. / Lakh)</b>		
		<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
1				

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

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

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

**Note:**

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

# WEBEL TECHNOLOGY LIMITED

## SECTION – I

### BIDDERS'S DETAILS

(WTL/Inhouse/Company Secretary/24-25/014 dated 25.10.2024)

1.	Name of the Firm	
2.	Registered Office Address	
	Contact Number	
	Fax Number	
	E-mail	
3.	Correspondence / Contact address	
	Name & Designation of Contact person	
	Address	
	Contact Number	
	Fax Number	
	E-mail	
4.	Is the firm a registered company? If yes, submit documentary proof	
	Year and Place of the establishment of the company	
5.	Former name of the company, if any	
6.	Is the firm <ul style="list-style-type: none"><li>▪ a propriety firm</li><li>▪ a partnership firm (if yes, give partnership deed)</li><li>▪ a limited company or limited corporation</li><li>▪ a member of a group of companies, (if yes, give name and address and description of other companies)</li></ul>	
7.	Is the firm registered with GST authority? If yes, submit valid GST Registration certificate.	
8.	Total number of employees. Attach the organizational chart showing the structure of the organization.	
9.	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
10.	How many years has your organization been in business under your present name? What were your fields when you established your organization	
11.	Number of Offices in West Bengal	
12.	List the major clients with whom your organization has been / is currently associated.	
13.	Have you in any capacity not completed any work awarded to you? (If so, give the name of the client and reason for not completing the work)	

# **WEBEL TECHNOLOGY LIMITED**

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

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

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

# WEBEL TECHNOLOGY LIMITED

## SECTION – J

### FORMAT FOR PRE-BID MEETING QUERY

(WTL/Inhouse/Company Secretary/24-25/014 dated 25.10.2024)

Name of the Bidder:

Queries

Sl. No.	Section No.	Page No.		Queries

**Note:** The filled form to be submitted in XLS & PDF Format. There is a cutoff date for receiving of queries before Pre Bid Meeting. Queries received after the cutoff period will not be accepted. The Purchaser reserves the right to respond all queries over e-mail.

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

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

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

# WEBEL TECHNOLOGY LIMITED

## SECTION – K

### LIST OF CLIENTS OF SIMILAR ORDERS

(WTL/Inhouse/Company Secretary/24-25/014 dated 25.10.2024)

Sl. No.	Name of the Client	Address	Contact Person	Designation	Contact Numbers
	<b>Company secretarial matters / Secretarial Audit / ROC compliances</b>				
1					
2					
3					
4					
5					
6					

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

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

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

**WEBEL TECHNOLOGY LIMITED**

**SECTION – L**

**NIT DECLARATION FOR BIDDER**

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

**To**

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

**Sub: Consultancy on Company Secretarial matters**

Dear Sir,

We the undersigned bidder/(s) declare that we have read and examined in details the terms & conditions and other documents of the subject Tender No. WTL/Inhouse/Company Secretary/24-25/014 dated 25.10.2024 published by Webel Technology Limited in e-Tender website.

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

Thanking you, we remain

Yours faithfully

.....  
Signature

.....  
Name in full

.....  
Designation

.....  
Company Stamp

Dated, this .....day of .....2024

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – M**

### **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: Consultancy on Company Secretarial matters.**

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/Inhouse/Company Secretary/24-25/014 dated 25.10.2024 do hereby propose to execute the job as per specification as set forth in your Bid documents.

1. 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.
2. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
3. Earnest Money Deposit: We have transferred EMD amount online through e-Tender portal.
4. 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.
5. 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.
6. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to three percent (10%) of the Order value as stipulated in Financial Bid (BOQ).
7. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, this .....day of .....2024

Thanking you, we remain,

# WEBEL TECHNOLOGY LIMITED

Yours faithfully

.....  
Signature

.....  
Name in full

.....  
Designation

## Signature & Authorized Verified by

.....  
Signature

.....  
Name in full

.....  
Designation

.....  
Company Stamp

# WEBEL TECHNOLOGY LIMITED

## SECTION – N

### NON-DISCLOSURE AGREEMENT

(Bidders are requested to furnish the Non-Disclosure Agreement 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: Consultancy on Company Secretarial matters.**

Dear Sir,

Dated, this .....day of .....2024

Thanking you, we remain,

Yours faithfully

.....  
Signature

.....  
Name in full

.....  
Designation

**Signature & Authorized Verified by**

.....  
Signature

Page 28 of 30

**WEBEL TECHNOLOGY LIMITED**

.....  
Name in full

.....  
Designation

.....  
Company Stamp

# WEBEL TECHNOLOGY LIMITED

## FORM -I: UNDERTAKING ON EXIT MANAGEMENT AND TRANSITION

Scanned copy of original (duly signed by bidder) as part of Technical Proposal to uploaded Online

No. \_\_\_\_\_

Date: \_\_/\_\_/\_\_\_\_

To

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

Subject: Undertaking on Exit Management and Transition

Ref: Tender No. WTL/Inhouse/Company Secretary/24-25/014 dated 25.10.2024

Dear Sir,

1. I/We hereby undertake that at the time of completion of our engagement with Webel Technology Limited (WTL) or before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this contract to WTL or to an agency identified by WTL to the satisfaction of the WTL.
2. I/We further undertake to complete the following as part of the Exit management and transition:
  - a. We undertake to complete the updation of all pending documents and handover the same to WTL before transition.
  - b. We undertake to design standard operating procedures to manage company secretarial compliances, document the same and train WTL personnel on the same.
  - c. If WTL decides to take over the contact responsibilities on its own or identifies or selects any other agency for providing services, then we shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough, handing over all relevant documentation, addressing the queries / clarifications of the new agency with respect to the pending working status etc.
3. I/We also understand that the Exit management and transition will be considered complete on the basis of approval from WTL.

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name:

Designation:

Date:

Time:

Seal:

Business Address: