

**Request for Proposal for selection of a  
Market Research firm to conduct market demand Survey of the  
oxygen maker machine in the state of West Bengal and  
neighbouring states.**

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**Tender No: WEBEL/EOT/COM/22-23/00022**

**Dated: 12-09-2022**

**Issued By:-**

**West Bengal Electronics Industry  
Development Corporation Limited (WBEIDCL)  
Webel Bhavan, Block- EP & GP,  
Sector-V, Salt Lake, Bidhan Nagar, Kolkata-700091**

## **Disclaimer**

This Notice Inviting e-Tender (NIT) contains brief information about the project, qualification requirements and the selection process for the successful applicant (bidder). The purpose of this NIT document is to provide applicants (bidders) with information to assist the formulation of their bid application (the “application”).

Whilst the information in this NIT has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither West Bengal Electronics Industry Development Corporation Limited (WBEIDC LTD.) , nor any of its officers or employees, nor any of their advisers accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the NIT, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this NIT is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information (‘Information’) contained in this NIT document or subsequently provided to interested parties (the "applicant(s)), in writing by or on behalf of WBEIDC LTD. is provided to applicant(s) on the terms and conditions set out in this NIT documents and any other terms and conditions subject to which such information is provided.

This NIT document is not an agreement and is not an offer or invitation by WBEIDC LTD. to any other party. The terms on which the project is to be developed and the right of the successful applicant shall be as set out in separate agreements. WBEIDC LTD. reserves the right to accept or reject any or all applications without giving any reasons thereof. WBEIDC LTD. will not entertain any claim for expenses in relation to the preparation of NIT submissions.

### **Abbreviation**

<b>Abbreviations</b>	<b>Descriptions</b>
DSC	Digital Signature Certificate
GM	General Manager
EMD	Earnest Money Deposit
GST	Goods & Service Tax
IT	Information Technology
LOI	Letter of Intent
PBM	Pre Bid Meeting
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PO	Purchase Order
NIT	Notice Inviting e-Tender
WBEIDC LTD.	West Bengal Electronics Industry Development Corporation Limited

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## NOTICE INVITING E-TENDER

**Tender Reference Number: WEBEL/EOT/COM/22-23/00022 Dated: 12-09-2022**

West Bengal Electronics Industry Development Corporation (WBEIDC) Limited, nodal agency of Department of Information Technology & Electronics (DIT&E), Government of West Bengal (GoWB), invites e-tender for the work mentioned in the Table1 below. Bids are invited from globally reputed Market Research and business intelligence firms specialized in market survey both census programs and sampling survey& research activities in India and/or abroad. Submission of bid should be through an electronic bidding process.

**Table 1: Detail of the Scheme**

<b>Name of the Project</b>	<b>Tender Document Cost in INR ( Non-Refundable)</b>	<b>Earnest Money Deposit in INR (Refundable)</b>
Request for Proposal for selection of a Market Research firm to conduct market demand Survey of the oxygen maker machine in the state of West Bengal and neighbouring states.	Rs.500/= (Rupees Five Hundred Only)	Rs. 15,000/=(Rupees Fifteen Thousand Only)

- a) Intending bidders to download the tender documents from the website <https://wbtenders.gov.in> directly.
- b) In the event of e-filing, intending bidders may download the tender documents from the website <https://wbtenders.gov.in> directly. Necessary cost of tender documents (tender fees) of Rs. 500 (Rupees Five Hundred Only) has to be remitted through Net banking or through RTGS NEFT through the <https://wbtenders.gov.in> //portal as per G.O 3975-F(Y) dated 28th July, 2016 issued by Finance department Govt. of West Bengal.
- c) The bidder shall pay an EMD of Rs. 15,000 (Rupees Fifteen Thousand only) through Net banking or through RTGS NEFT through the <https://wbtenders.gov.in> //portal as per G.O 3975-F(Y) dated 28th July, 2016 issued by Finance department Govt. of West Bengal.
- d) The bidders (small scale units) who are registered with National Small Scale Industries Corporation, i.e., NSIC, UNDER SINGLE POINT REGISTRATION SCHEME/MSME for the TENDERED ITEMS are exempted from payment of bid security up to the amount equal to their monetary limit.

A proof regarding current registration with NSIC/MSME for the TENDERED ITEMS will have to be attached along with the bid. Registration other than NSIC /MSME) will not be entertained.

- e) Digitally signed Technical Bid and Financial Bid, to be submitted through the website <https://wbtenders.gov.in>
- f) Submission of the Bid should be done as per the stated time schedule mentioned in “IMPORTANT DATES & INFORMATIONS” section of the RFP.
- g) The Financial Bid of the prospective bidder will be considered only if the Technical Bid is found qualified by the ‘Tender Evaluation Committee’. The decision of the ‘Tender Evaluation Committee’ will be final and absolute in this respect.

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

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

**i. 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.

**ii. 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 Website <https://wbtenders.gov.in>. DSC is given as a USB e-Token. The Bidder can search & download N.I.T. & BOQ (Bill of quantity) 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.

**iii. Submission of Tenders:**

Tenders are to be submitted online to the website in two folders at a time for each tender (one is Technical Proposal & the other is Financial Proposal) before the prescribed date & time using the Digital Signature Certificate (DSC). The documents to be uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non-readable formats).

## IMPORTANT DATES & INFORMATIONS

**Table 2: Fact Sheet**

1.	Tender No. & Date	<b>WEBEL/EOT/COM/22-23/00022 Dated: 12-09-2022</b>
2.	Tender Version	1.0
3.	Brief description of project	Request for Proposal for selection of a Market Research firm to conduct market demand Survey of the oxygen maker machine in the state of West Bengal and neighbouring states.
4.	Tender document Fee	Rs.500 (Rupees Five Hundred Only) submitted online only.
5.	Earnest Money Deposit	Rs.15, 000 (Rupees Fifteen Thousand only) submitted online only.
6.	Tender issuing entity	West Bengal Electronics Industry Development Corporation(WBEIDC) Limited
7.	Date of uploading of N.I.T. & other Documents (online)(Publishing Date)	<b>12-09-2022</b>
8.	Documents download start date (Online)	<b>12-09-2022</b>
9.	Last Date and time of sending the queries	Date: <b>16-09-2022 (4:00 pm)</b>
10.	Pre Bid Meeting at Webel Bhavan (Offline)	Date: <b>19-09-2022 (12:00 pm)</b> The person should have proper authorization in respective company Letter Head. Technical Queries will be sent to : 1- Mr. Suman Moitra, GM(BD) email : <a href="mailto:suman.moitra@webel-india.com">suman.moitra@webel-india.com</a> 2- Mr. Srijib Goswami, DGM(BD &T ) email : <a href="mailto:srijib.goswami@webel-india.com">srijib.goswami@webel-india.com</a> Commercial Queries will be sent to : 3- Mr. Pratul Show, G.M.(Com.) e-Mail:



		<a href="mailto:pratul.show@webel-india.com">pratul.show@webel-india.com</a> 4- Mr. Kausik Halder, Assistant Manager (Com.) e-mail <a href="mailto:halder.kausik@webel-india.com">halder.kausik@webel-india.com</a>
11.	Corrigendum, if any, will be published on Line	Date: <b>21-09-2022 (4:00 pm)</b>
12.	Bid Submission start date & time (On line)	Date: <b>21-09-2022( 5:00 pm)</b>
13.	Last Date & time of submission of original Earnest Money Deposit (On line) and Tender Fee (On line)	Date: <b>26-09-2022 ( 12:00 pm )</b>
14.	Bid Submission closing date & time (On line)	Date: <b>26-09-2022 ( 12:00 pm )</b>
15.	Bid opening date & time for Technical Proposals (Online)	Date: <b>28-09-2022 (3:00 pm)</b>
16.	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals (if any).	<b>To be notified later.</b>
17.	Opening of Financial Bid (Online) and declaration of result	<b>To be notified later.</b>
18.	Contact Persons	Technical: 1- Mr. Suman Moitra, GM(BD) email : <a href="mailto:suman.moitra@webel-india.com">suman.moitra@webel-india.com</a> 2- Mr. Srijib Goswami, DGM(BD &T ) email : <a href="mailto:srijib.goswami@webel-india.com">srijib.goswami@webel-india.com</a> Commercial: 3- Mr. Pratul Show, G.M.(Com.) e-Mail: <a href="mailto:pratul.show@webel-india.com">pratul.show@webel-india.com</a> 4- Mr. Kausik Halder, Assistant Manager (Com.) e-mail <a href="mailto:halder.kausik@webel-india.com">halder.kausik@webel-india.com</a>

## **SECTION-A: INTRODUCTION & OBJECTIVE OF THE PROJECT**

### **1. Introduction**

The West Bengal Electronics Industry Development Corporation Limited (WBEIDC), incorporated on 4th February, 1974, is the nodal agency of the Government of West Bengal (GoWB) for overall development of Information Technology (IT), Electronics and Information Technology enabled Services (ITeS) industries in the State of West Bengal. It is under the administrative control of Department of Information Technology and Electronics (DITE), Government of West Bengal. WBEIDC has been spearheading all the digital progression in the State.

West Bengal has been regarded as one of the fastest growing destinations in utilizing advance Technologies to reach out to its people for various citizen centric initiatives. The Department of Information Technology & Electronics has been striving tirelessly to spread Information Technology activities and build robust futuristic infrastructure across the State. It has successfully ensured that IT/ ITeS/ ESDM industry is evolving across Tier I, Tier II and Tier III cities. The department is continuously monitoring the impact of the ongoing State level policies, schemes and proactive to make timely amendments to facilitate the operating companies, industry bodies, Start-ups, Educational institutions in providing better infrastructure, operational essentials, growth opportunities and ease of doing business. Thereafter, the State has witnessed a significant increase in employment in IT, ITeS and ESDM sector, which resulted in overall economic growth.

### **2. Objective of the Project**

The objective of this project is to plan, execute, monitor and analyse the survey, Of the market demand of the oxygen maker machine in the state of West Bengal and neighbouring states, namely Telengana, and the Seven North East States.

## **SECTION - B: 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 firm and West Bengal Electronics Industry Development Corporation (WBEIDC) Limited 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 the firm who applies the tender

**“Contract”** is used synonymously with Agreement.

**“Deliverables”** means the documents as mentioned in this RFP

**“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 non-competitive levels and to deprive the WBEIDC LTD. And eventually Govt. of West Bengal of the benefits of free and open competition.

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

**“LOI”** means issuing of Letter of Intent shall constitute the intention of the WBEIDC LTD. to place the Purchase Order with the successful firm.

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

### **2. Submission of BID**

Bids are to be submitted online to the website stated earlier in two folders at a time, one is Techno Commercial Proposal & the other is Financial Proposal, before the prescribed date & time using the Digital Signature Certificate (DSC). Only the Digitally Signed documents are to be uploaded after proper virus scanning. The documents will be encrypted (transformed into non-readable formats).

### **3. Pre-Bid Meeting**

- i. WBEIDC LTD. May host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid.
- ii. All enquiries from the bidders relating to this Bid Document must be submitted to the designated contact person as mentioned earlier via email. The queries are to be submitted in Microsoft Excel readable format - .xls. The queries should necessarily be submitted in the following format:

**Table 3: Format of Pre-bid queries**

#	RFP Document Reference			Content of the RFP requiring clarification	Clarification Sought
	Section No.	Sub-Section	Page No.		
1					
2					
3					

**4. Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of the bid WBEIDC LTD. shall not be responsible for these costs regardless of the conduct or outcome of the bidding process.

**5. Bid Document**

Bidders 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. No deviations will be accepted. 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 in rejection of the bid, subject to the discretion of tender evaluation committee

**6. Amendment of Bid Document**

At any time prior to the deadline for submission of proposals, WBEIDC LTD. reserves the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the website. The Corrigendum shall be binding on all bidders and will form part of the bid documents. Corrigendum can be published at least 3 days prior to the last date of Bid submission,

with extension of 4 days of bid submissions deadline, such that the bidders gets at least 7 days to submit the bid after a corrigendum is published.

### **7. Modification and Withdrawal of Bids**

The bidder may modify or withdraw its bid after submission, before the deadline prescribed for bid submission.

### **8. 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 &WBEIDC LTD. will be in English language only. The correspondence by e-mail must be subsequently confirmed by a duly signed formal copy.

### **9. Earnest Money Deposit (EMD)**

The Bidder shall pay EMD of Rs. 15,000 (Rupees Fifteen Thousand only) through net banking or through RTGS/NEFT in the portal of the website: <https://wbtenders.gov.in> as per G.O 3975-F(Y) dated 28th July 2016 issued by Finance Department, Govt. of West Bengal. For details regarding payment procedure & guideline on the same, bidders are advised to follow the mentioned order and portal.

### **10. Forfeiture of EMD**

EMD by Bidder may be forfeited under the following conditions:

- If Bidder withdraws the proposal before the expiry of bid validity period.
- During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process .The decision of WBEIDC LTD. regarding forfeiture of EMD shall be final and shall not be called upon for explanation under any circumstances.
- If Bidder violates any of the provisions of the terms and conditions of the proposal.
- In the case of successful Bidder, if Bidder fails to:
  - a) Accept the work order along with the terms and conditions.
  - b) Furnish performance security.
  - c) Abide by any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
  - d) Ensure submitting false/misleading information/declaration/documents/proof/etc.

The decision of WBEIDC LTD. regarding forfeiture of EMD shall be final and shall not be called upon to any explanation under any circumstances.

EMD of unsuccessful bidders shall be returned after the signing of LoA with the successful bidder.

### **11. Forms and Formats**

The various inputs for the Technical as well as Price bid are to be submitted in the format specified. The bidder shall use the form, wherever specified, to provide relevant information. If form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases, the bidder shall design a form to hold the required information.

### **12. Lack of Information to Bidder**

The bidder shall be deemed to have carefully examined the Bid document to his entire satisfaction. Any lack of information shall not relieve the bidder of his responsibility to fulfil his obligation under the bid. If bidder has any queries related to bid document then they can send the queries before/during the Pre Bid Meeting.

### **13. Evaluation Procedure**

- Bidders who have submitted the valid Bid Security, i.e., EMD, Tender Document Fee & NIT Declaration as per requirement shall be considered as pre-qualified for further evaluation. Absence of these pre-qualifying documents may lead to rejection of the bid.
- The Eligibility Criteria will be evaluated by Tender Committee and those who qualify will be considered for further evaluation.
- The Tender Committee would perform the Technical Evaluation of the bidders who qualified the eligibility criteria as per the tender document..
- Price bid will be opened for evaluation only for those bidders who have technically qualified.
- The basis of bid evaluation shall be “**Least Cost Basis**”
- The technically qualified bidder with the lowest cost will be declared successful and will be allowed to start the engagement initially for a period of **10 Weeks**.

### **14. Performance Bank Guarantee (PBG)**

Within 14 days of notifying the acceptance of proposal for the award of contract, the successful bidder shall furnish a Performance Bank Guarantee (PBG) from an Indian nationalized bank, as per

Annexure-10, amounting to the 3 % of the total bid value for the entire contract period as its commitment to perform services under the contract.

PBG should be valid for the contract period and 90 days beyond the contract end date. Bidder may be asked to extend the PBG according to project progress.

Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released after expiry of contract provided there is no breach of contract on the part of the bidder. No interest will be paid on the PBG.

### **15. Signing of Agreement**

WBEIDC LTD. will award the contract to the bidder as per the evaluation process stated in the tender and a Service Level Agreement has to be executed within 14 days from issuance of LOI.

### **16. Liability**

In case of any default on bidder's part or other liability, WBEIDC LTD. shall be entitled to recover damages from the firm. In each such instance, regardless of the basis on which WBEIDC LTD. is entitled to claim damages from the firm (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), firm shall be liable for no more than:

- Payment referred to in the Patents and Copyrights clause.
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the firm's negligence.
- As to any other actual damage arising in any situation involving non-performance by firm pursuant to or in any way related to the subject of this RFP, the charge paid by WBEIDC LTD. for the individual product or Service that is the subject of the Claim.
- However, the firm shall not be liable for any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data or for any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the firm hereunder.

### **17. Patents & Copyright**

If a third party claims that a product delivered by the firm to WBEIDC LTD. under this project, infringes that party's patent or copyright, the firm shall defend WBEIDC LTD. against that claim at firm'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 firm.

## **18. Governing Laws**

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

## **19. Termination for Default**

In case the performance of firm is deemed unsatisfactory (manifested in delays, lack of quality, unavailability of resources, and lack of results/outcomes as expected and agreed) the client reserves the right to issue a letter of concern in case of dissatisfaction with selected bidder's work. Selected bidder may be asked to submit clarifications or a reply regarding the same. In case of incomplete/delayed/dissatisfactory response or if the concerns are not adequately addressed, the client reserves right to issue letter of dissatisfaction to the firm stating the reasons. On issuance of two or more such letters of dissatisfaction, the client (WBEIDC LTD.) reserves the right to terminate the contract by issuing a 30 days' notice period to the firm. In such eventuality WBEIDC LTD. will invoke the amount held back from the firm as PBG. Decision of WBEIDC LTD. in this regard will be final and abiding without any prejudice to any other remedy or right of claim for breach of contract for the firm.

## **20. Jurisdiction Clause**

Jurisdiction of the engagement would be limited only to courts in Kolkata.

## **21. Arbitration Clause**

In case of any disputes, the arbitrator may be selected based on mutual agreement between the client WBEIDC Ltd. and the successful firm.

## **22. Force Majeure**

It is hereby defined as any cause, which is beyond the control of the firm or WBEIDC LTD. 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 activity.
- 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 disaster 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 fulfil its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

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

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

### **23. Corrupt or Fraudulent Practices**

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.

#### **24. Binding 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

#### **25. Grafts, Commissions, Gifts, etc.**

It is the Purchaser's policy to require that the bidder 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 firm or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with WBEIDC LTD. Shall in addition to any criminal liability which it may incur, subject the firm to the cancellation of this and all other contracts and also to payment of any loss or damage to WBEIDC LTD. Resulting from any cancellation. WBEIDC LTD. Shall then be entitled to deduct the amount so payable from any monies otherwise due to the firm under contract.

#### **26. 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.

### **27. Period of Validity of Offer**

For the purpose of placing the order, the proposals shall remain valid till 180 days from bid submission date. During the period of validity of proposals, the rates quoted shall not change.

### **28. Taxes & Duties**

- **The prices quoted shall be exclusive of all taxes.**
- Deduction of all statutory and necessary Tax from each bill will be made as per Government Order prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the Company.
- Bidder submitting a tender shall produce up to date, Income Tax and Profession Taxes Certificate as well as the GST certificate issued by the concerned Tax Authority or a Certificate that the assessment is under consideration. All such clearance certificates shall remain valid on the last date of submission.

### **29. Discrepancies in Bid**

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.

### **30. Late Bid**

Late bid shall not be accepted by WBEIDC LTD.

### **31. Contacting WBEIDC LTD.**

Bidder shall not approach WBEIDC LTD. officers beyond office hours and/or outside WBEIDC LTD. office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence WBEIDC LTD. 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 WBEIDC LTD., it should be in writing.

### **32. WBEIDC LTD's Right to Reject any or all Bids**

WBEIDC LTD. 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.

### **33. Bid Currencies**

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

### **34. Price**

Price should be quoted in the Price Bid (BOQ) format only. No deviation in any form in the Price Bid sheet is acceptable and it should as directed in the online e-tendering site where the price has to be submitted and in no way it should in any other folder. Objective is price should only be submitted in the folder where price has to be declared.

Price quoted should be firm, inclusive of all charges, taxes and duties and no other charges would be paid.

### **35. 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 firms.

### **36. Non-Transferability of Tender**

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

### **37. Formats & 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 initialled 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 & initialled with date by the authorized signatory after striking out the original words/figures completely.

### **38. 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 vendors for any item(s) of work, if so required.

### **39. Interpretation of documents**

If any bidder should find discrepancies or omission in the specifications or other tender documents, or in doubt as to the true meaning of any part thereof, it 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.

### **40. Compliance with Law**

The firm hereto agrees that it shall comply with all applicable central, 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 firm 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 labour legislation.

### **41. 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 (email) and no change in the substance of the bid shall be offered or permitted.

### **42. Authentication of Bids**

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

### **43. General Obligations of the Bidder**

- An agreement is to be signed between the successful bidder and WBEIDC Ltd within thirty days from the date of placement of order.
- Tender conditions will be part of the agreement.
- Successful bidder may consider setting up branch office in Kolkata, West Bengal, India (clause is not binding upon the successful bidder).
- Exit Management: The Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the WBEIDC LTD. and which the Bidder has in its possession or control at any time during the exit management period.

- The Bidder shall commit adequate resources to comply with its obligations under Exit Management Schedule.

#### **44. Consortium**

- No consortium will be allowed.

#### **45. Awarding of Contract**

WBEIDC Ltd will award the contract to the successful bidder whose bid has been valued as per Price and Other criteria. WBEIDC reserves the right not to accept the Lowest Price bid without assigning any reason what so ever and the bidder will not challenge such decision in any forum what so ever WBEIDC also reserves the right to split the order and / or drop any line item as per direction of management of WBEIDC. The contract will be awarded to the bidder securing lowest price as per their offer. The successful bidder will have to give security deposit of 3% of total value of the LOI in the form of BANK GURANTEE for a period of 60 days+ the maximum engagement period among the items quoted. After receiving the PBG, firm P.O will be issued.

WBEIDC Ltd will also reserves right to split or place the order on bidders other than L1 bidder, if they agrees to match state wise L1 rates.

For Additional information/clarification (if reqd.), WBEIDC LTD. reserves the right to ask for any additional information. Bidders that fail to submit additional information or clarification as sought by evaluation committee within 10 days of the receipt of letter requesting for such additional information and/or clarification from WBEIDC LTD., their bids will be evaluated based on the information furnished along with the bid proposal.

**SECTION - C: ELIGIBILITY CRITERIA**

**Table 4: Eligibility Criteria**

SNo.	Information	General Documents required to be submitted (Uploaded)
1.	Firm must be valid corporate member of MRSI (Market Research Society of India)	Copy of certificate of registration with MRSI.
2.	The firm shall certify that they are not black listed or debarred by WEBEL or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract.	To be submitted as annexure in pre-formatted declaration
3.	The bidder must have office West Bengal & and must have valid GST registration	GST Registration Certificate
4.	The firm must have at least 10 years' experience in Market Research / similar nature of work	Copy of Certificate of Commencement
5.	<p>The firm must have executed at least one assignment Similar In Nature with minimum value of Rs.15 lacs from any Government Department/Organization or. Govt. Department / Quasi Govt. Dept. / PSU / Board / Council/ Large corporate or similar organization in last 3 financial years.</p> <p>Or</p> <p>The firm must have executed at least Two (2) assignments Similar In Nature with minimum value of Rs.7.50 lacs each from any Government Department/Organization or. Govt. Department / Quasi Govt. Dept. / PSU / Board / Council/ Large corporate or similar organization in last 3 financial years.</p> <p>Or</p> <p>The firm must have executed at least Two (3) assignments Similar In Nature with minimum value of Rs.5.0 lacs each from any Government Department/Organization or. Govt. Department / Quasi</p>	Completion certificate + Work Order issued by the client

SNo.	Information	General Documents required to be submitted (Uploaded)
	Govt. Dept. / PSU / Board / Council/ Large corporate or similar organization in last 3 financial years.	
6.	The bidder should have annual turnover of Rs 45 Lakhs or more in the last financial year ending on 31 <sup>st</sup> March, 2022.	Audited balance sheets and profit & loss account of the last completed financial year has to be submitted.
7.	The bidder should have Aggregate Annual Turnover of minimum Rs. 1.50 crores in last 3 completed financial years. (Fy 2019-20;2020-21;2021-22)	Audited balance sheets and profit & loss account of the last three completed financial years has to be submitted.
7.1	Status of the bidder: -Company /Partnership Firm/Proprietorship firm– Please Specify	Relevant Documents has to be submitted
7.2	In case of Company- please enclose certificates of incorporation and Article of Association	
7.3	In case of Partnership Firm-please enclose Certificate of Registration under the partnership Act, 1932 along with valid partnership deed.	
7.4	In case of Proprietorship or Individual- please enclose a declaration on the letter head	
8.	The firm should have Permanent Account Number (PAN).	Permanent Account Number (PAN) Card copy, self-attested

**Note:**

- No Consortium will be allowed
- No sub-contracting will be allowed
- In absence of any of the above, the bid will be treated as non-responsive and summarily rejected.



## **SECTION-D: SCOPE OF WORK**

### **Scope of Work**

West Bengal Electronics Industry Development Corporation Limited (Webel) is a leading PSU of West Bengal Government catering to promotion, marketing and manufacturing of innovative electronic products and services using state of art technology since inception. The recent Covid 19 pandemic has transformed and created need for many specialty medical equipment and services, which has opened up new business opportunities in the health sector. Different forms of oxygen ventilation systems especially for the treatment of chronic pulmonary diseases is a potential product that has emerged post pandemic. Webel is very much keen to explore this opportunity through promotion of product innovation and marketing. For this purpose, Webel would like to know the market feasibility of the proposed product through a market research exercise. The broad scope of the proposed market research has been outlined below:

- a. What is the existing practice and availability of home based portable equipment mainly oxygen ventilation system to treat patients having chronic lung disease?
- b. Information about the scenario of the same globally through available on-line information and other reliable sources
- c. What are the make / brand, technical specification as well as the price of such equipment in India
- d. What is the level of acceptance of Oxygen Ventilation System including intelligent supplemental oxygen devices with respect to product features, technical specifications and finally the price which potential consumers are willing to pay? What are the additional requirement of the potential users if they intend to buy this
- e. What is the channel of distribution for this kind of products / equipment and who are the influencers and their role to select equipment, make / brand, if any
- f. What is the market acceptability of this proposed product in terms of
  - i. Type of outlets suitable channel
  - ii. Affordability
  - iii. After sales service including availability of spares
  - iv. Consumer Reach
- g. What is the current market size (in units) of different form major Oxygen Ventilation System / oxygen devices including portable in Indian market and what is expected volume in next 3-5 years considering potential health threat and other socio- economic factors which has direct

bearing on adoption of new product / equipment. Realistic projection of the proposed product is required and interested market research agency may state detailed methodology including projection.

### **Geographical Coverage of the study**

The proposed assignment shall be across the following geographies: All Seven North-Eastern States, West Bengal, and Telangana

### **Methodology**

The survey will be carried out using both Primary Survey along with extensive Secondary Research. Market Research agency shall describe the operational methodology, respondents targeted, detailed information areas to be covered across Influencers and potential users. The agency will also suggest sample size across each segment to be covered during the implementation.

The detailed plan along with proposed Manpower details, Approach & Methodology has to be submitted along with Technical bid for evaluation purpose. WBIEDC reserves the right to conduct a Technical presentation session (if required) on the Manpower details, Approach & Methodology plan submitted along with bid (if required) for further evaluation purpose.

The date for Technical Presentation (if required) will intimated accordingly to the bidders.

### **Time period**

The market research assignment shall be completed within 10 weeks from the date of issuing work order. Inception Report within 7 days of work order. Draft Report within 8 weeks and Draft Final Report within 10 weeks.

## SECTION – E: MILESTONES, DELIVERABLES & PAYMENT SCHEDULE

### 1. Milestones and Deliverables (T= contract signing date)

Miles tones	Timeline (in weeks)	Deliverables
1	T+2	Concept report on market research + Market Research Plan
2	T+3 to T+6	Weekly Status Report on progress of the Survey
3	T+8	Draft report on IT Survey
4	T+10	Final report on IT Survey

### 2. Payment Schedule

Payment will be made as per schedule mentioned below. Payment will be released upon submission of bills along with all necessary reports or documents duly certified by competent authority. The payment will be released within 30 days from submission of bills.

Sl. No	Event	Timeline ( in weeks)	Payment Milestone (% of total cost)
1	Milestone 1	T+2	10%
2	Milestone 2	T+3 to T+6	20% at the end of M1 month
3	Milestone 3	T+8	-
4	Milestone 4	T+10	70%
		<b>TOTAL</b>	<b>100%</b>

**Annexure-1: Power of Attorney**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID**

(On a Stamp Paper of Rs. 100/- )

Know all men by these presents, we ..... (Name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms/Mrs..... (Name and address of residence) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Selection of Firm for IT Survey, RFP number ....., including signing and submission of all documents and providing information/responses to West Bengal Electronics Industry Development Corporation (WBEIDC) Limited, representing us in all matters before West Bengal Electronics Industry Development Corporation (WBEIDC) Limited , and generally dealing with West Bengal Electronics Industry Development Corporation (WBEIDC) Limited in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature

(Name, Title and Address)

I Accept

..... (Signature)

(Name Title and Address of the Attorney)

**Annexure-2: NIT Declaration**

(To be submitted on the Letterhead of the bidder)

(Place)

(Date)

To,

The General Manager (Commercial)

WBEIDC Ltd

Webel Bhavan, Block-EP & GP, Sector-V,

Salt Lake, Bidhan Nagar, and Kolkata:-700091

**Ref:** WEBEL/EOT/COM/22-23/00022 Dated: 12-09-2022

**Sub:** Submission of proposal in response to Request for Proposal for selection of a Market Research firm to conduct market demand Survey of the oxygen maker machine in the state of West Bengal and neighbouring states.

Dear Sir,

- We have examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP no. \_\_\_\_\_ dated \_\_\_\_\_ for “Selection of a Market Research firm to conduct an industry based survey and enumeration of organisations in IT, ITeS and ESDM sector in West Bengal” in full conformity with the said RFP document.
- We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- In the event of acceptance of our bid, we do hereby undertake:-
  - To commence services as stipulated in the schedule of delivery forming a part of the attached proposal.
  - We affirm that the price quoted is inclusive of all taxes.
- We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the date of submission of the bid.

- 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.
- We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
- We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
- We understand you are not bound to shortlist / accept any proposal you receive

Sincerely,

Signature of Authorized Signatory and Seal of the bidder

Name:

Designation:

Date:

**Annexure-3: Declaration for Eligibility Criteria**

*<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>*

WEBEL/EOT/COM/22-23/00022 Dated: 12-09-2022

**ELIGIBILITY CRITERIA FOR BIDDER**

SNo.	Information	General Documents required to be submitted (Uploaded)
1.	Firm must be valid corporate member of MRSI (Market Research Society of India)	Copy of certificate of registration with MRSI.
2.	The firm shall certify that they are not black listed or debarred by WEBEL or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract.	To be submitted as annexure in pre-formatted declaration
3.	The bidder must have office West Bengal & and must have valid GST registration	GST Registration Certificate
4.	The firm must have at least 10 years' experience in Market Research / similar nature of work	Copy of Certificate of Commencement
5.	<p>The firm must have executed at least one assignment Similar In Nature with minimum value of Rs.15 lacs from any Government Department/Organization or. Govt. Department / Quasi Govt. Dept. / PSU / Board / Council/ Large corporate or similar organization in last 3 financial years.</p> <p>Or</p> <p>The firm must have executed at least Two (2) assignments Similar In Nature with minimum value of Rs.7.50 lacs each from any Government Department/Organization or. Govt. Department / Quasi Govt. Dept. / PSU / Board / Council/ Large corporate or similar organization in last 3 financial years.</p> <p>Or</p>	Completion certificate + Work Order issued by the client

SNo.	Information	General Documents required to be submitted (Uploaded)
	The firm must have executed at least Two (3) assignments Similar In Nature with minimum value of Rs.5.0 lacs each from any Government Department/Organization or. Govt. Department / Quasi Govt. Dept. / PSU / Board / Council/ Large corporate or similar organization in last 3 financial years.	
6.	The bidder should have annual turnover of Rs 45 Lakhs or more in the last financial year ending on 31 <sup>st</sup> March, 2022.	Audited balance sheets and profit & loss account of the last completed financial year has to be submitted.
7.	The bidder should have Aggregate Annual Turnover of minimum Rs. 1.50 crores in last 3 completed financial years. (Fy 2019-20;2020-21;2021-22)	Audited balance sheets and profit & loss account of the last three completed financial years has to be submitted.
7.1	Status of the bidder: -Company /Partnership Firm/Proprietorship firm- Please Specify	Relevant Documents has to be submitted
7.2	In case of Company- please enclose certificates of incorporation and Article of Association.	
7.3	In case of Partnership Firm-please enclose Certificate of Registration under the partnership Act, 1932 along with valid partnership deed.	
7.4	In case of Proprietorship or Individual- please enclose a declaration on the letter head	
8.	The firm should have Permanent Account Number (PAN).	Permanent Account Number (PAN) Card copy, self-attested

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)



Name :

Designation :

Address :

Telephone& Fax :

Mobile Phone No :

E-mail address :

**Annexure-4: Format for Bidder's Particulars**

<<To be printed on bidder company's letterhead and signed by Authorized signatory>>

To,

The General Manager (Commercial)

WBEIDC Ltd

WebelBhavan, Block-EP & GP, Sector-V,

Salt Lake, Bidhan Nagar, and Kolkata:-700091

**Bidder information Format**

#	Description	Details (to be filled by the responder to the RFP)
1.	Name of the company	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	GST registration No.	
11.	Permanent Account Number (PAN)	
12.	Corporate Identity Number (CIN)	

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		

Fax		
Email Id		

Yours Sincerely,

---

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

**Annexure-5: Bidder's Annual turnover over last 3 financial years**

<<To be printed on bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To,

The General Manager (Commercial)

WBEIDC Ltd

Webel Bhavan, Block-EP & GP, Sector-V,

Salt Lake, Bidhan Nagar, and Kolkata:-700091

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document. I hereby declare that below are the details regarding Overall turnover over last 3 financial years for our organization.

#	Details	FY 2019-20 (in Crores) (a)	FY 2020-2021 (in Crores) (b)	FY 2021-2022 (in Crores) (c)	Average Turnover [(a+b+c)/3]
1	Overall Annual Turnover				
2	Income from market research service Business				

Yours Sincerely,

\_\_\_\_\_  
Signature of Statutory Auditor (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

**Annexure-6: Declaration for not being blacklisted**

(Self-declaration for not being blacklisted by any Government Entity)

(To be submitted on the Letterhead of the responding firm)

(Place)

(Date)

To,

The General Manager (Commercial)

WBEIDC Ltd

WebelBhavan, Block-EP & GP, Sector-V,

Salt Lake, Bidhan Nagar, and Kolkata:-700091

**Ref:** Request for Proposal for selection of a Market Research firm to conduct market demand Survey of the oxygen maker machine in the state of West Bengal and neighbouring states. Ref: RFP No. WEBEL/EOT/COM/22-23/00022 Dated: 12-09-2022

Dear Sir,

In response to the above mentioned RFP I/We, \_\_\_\_\_, as \_\_\_\_\_ <Designation> of M/s \_\_\_\_\_, hereby declare that we are not blacklisted or ineligible to participate for bidding by any State/Central Government, Semi-Government or PSU.

Sincerely,

Signature of Authorized Signatory and Seal of the bidder

Name:

Designation:

**Annexure-7: Firm's Experience**

- i. A brief description of the firm's experience with relevant supporting documents to be submitted. An indicative format is given below.
- ii. List only previous assignments successfully completed/ ongoing in the last 5 years from date of bid submission.
- iii. List only those assignments for which the firm was legally contracted by the Client as a company. The firm should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

<b>Duration</b>	<b>Assignment name/ &amp; brief description of main deliverables/ outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value( Rupees in lakhs)</b>	<b>Role on the Assignment</b>

## **Undertaking on Total Responsibility**

Date:

To,

The General Manager (Commercial)

WBEIDC Ltd

WebelBhavan, Block-EP & GP, Sector-V,

Salt Lake, Bidhan Nagar, Kolkata:-700091

Dear Sir,

Sub: Self-certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for the successful completion of the assignment as per the scope of work mentioned in this RFP.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Time :

Seal :

Business Address:

**Annexure-8: Team Composition, Assignment & Key Expert's Input**  
**Curriculum Vitae (CV)**

Proposed Position: <<to be inserted later>>

Name of Firm:

Name of Staff:

Date of Birth:

Nationality:

Education:

Year	Degree	Institution

Countries of Work Experience:

Languages:

Language	Speaking	Reading	Writing

**Employment Record:**

From [Year]	To [Year]	Employer	Position held

**Certification and training:**

<<to be inserted >>

**Detailed Tasks Assigned:**

<<to be inserted >>

**Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:**

Name of Assignment/job or project	
Year	



Location	
Client	
Main project features	
Positions held	
Activities performed	

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

Signature: <<to be inserted >>

**Annexure-9: List of documents submitted**

Technical Solution is to be documented in a structured manner. Check-list for the mentioned documents to be included in the Technical bid in following format:

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	Eligibility Criteria Cover letter (Annexure-3)		
2.	Power of attorney / board resolution to the authorized Signatory of the Bid (Annexure-1)		
3.	Scanned copy of EMD & Tender Fee		
4.	Bidder's particulars (Annexure-4)		
5.	Bidder's annual turnover for last 3 years (Enclose copy of Audited Balance Sheet for last 3 years, Copy of the audited Profit & Loss Statements for each of the last 3 financial years)(Annexure-5)		
6.	Declaration for not being black-listed (Annexure - 6)		
7.	Team Composition, Assignment & Key Experts (Annexure-8)		
8.	NIT Declaration (Annexure - 2)		
9.	Certified copies of valid PAN document/GST registration		
10.	Technical Capability / Past Projects with undertaking total responsibilities (Annexure - 7)		

**Annexure-10: Format 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 WBEIDC Ltd, a Government of West Bengal Enterprise under the Department IT & Electronics, Govt. of West Bengal having its registered office at Webel Bhavan, Block-EP & GP, Sector-V, Salt Lake, Bidhan Nagar, Kolkata:-700091, (hereinafter called "The Purchaser") having agreed to accept from \_\_\_\_\_(hereinafter called "The firm") Having its Head Office at \_\_\_\_\_, a Bank guarantee for Rs. \_\_\_\_\_ in lieu of Cash Security Deposit for the due fulfilment by the firm 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 firm 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 firm 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 firm and accordingly discharged the guarantee.

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

(5) The liability under the Guarantee is restricted to Rs. \_\_\_\_ (Rupees \_\_\_\_\_) only and will expire on \_\_\_\_\_ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filed 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 firm.

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

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

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

SIGNED, SEALED AND DELIVERED

\_\_\_\_\_  
(Stamp of the executants)

WITNESS

1) \_\_\_\_\_

2) \_\_\_\_\_

(Name & address in full with Rubber Stamp)

#### **INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

1. 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 WBEIDC Ltd.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 Vendor are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to WBEIDC LTD.