

**Request for Proposal for Supply, Installation and Maintenance of
Cyber Forensic Tools for Police Trainings in Cyber Security Centre of
Excellence, West Bengal**

**West Bengal Cyber Security Centre of Excellence Department of IT & Electronics,
Government of West Bengal**

Tender Ref: WEBEL/EOT/COM/19-20/00085

Dated: 14-02-2020

Issued By:-

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

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1) Glossary

<i>Term</i>	<i>Meaning</i>
BG	Bank Guarantee
BoM	Bill of Material
DD	Demand Draft
EMD	Earnest Money Deposit
WB	Government of West Bengal
IT	Information Technology
LoI	Letter of Intent
NDA	Non-Disclosure Agreement
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
RFP	Request for Proposal
SLA	Service Level Agreement
ISO	International Organization for Standardization
PO	Purchase Order
Webel	West Bengal Electronics Industry Development Corporation Limited (WBEIDCL)

2) Invitation for Proposal

Tender Notice

West Bengal Electronics Industry Development Corporation Limited (WBEIDCL), Kolkata
The Office of WBEIDCL invites tender offers for “Supply, Installation and Maintenance of Cyber Forensic Tools” through e-tender. (Tender Reference: WEBEL/EOT/COM/19-20/00085 published on 14-02-2020. The e-tender document is available on Website <https://www.wbtenders.gov.in>. Last date of submission of the tender is 28-02-2020

-Sd-

Dated: 14-02-2020

West Bengal Electronics Industry
Development Corporation Limited (WBEIDCL), Kolkata

Bidders are advised to study this tender document carefully before submitting their proposals in response to the Tender Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document (and clarification / corrigendum issued subsequently, if any) with full understanding of its terms, conditions and implications.

This Tender document is not transferable.

#	Information	Details
1.	Project Name	Supply, Installation and Maintenance of Cyber Forensic Tool
2.	Bid document reference No	WEBEL/EOT/COM/19-20/00085
3.	Tender Fee (Submitted Online)	Rs. 1000/=
4.	Earnest Money Deposit (Submitted Online)	Rs. 35000/=
5.	Bid Validity Period	180 Days
6.	Performance Bank Guarantee	TO BE NOTIFIED LATER.
7.	Performance Security Validity Period	TO BE NOTIFIED LATER.
8.	Availability of Tender Document	14-02-2020
9.	Last date and time for submission of written/email queries for clarifications	18-02-2020 , 4:00 P.M

#	Information	Details
10.	Pre Bid Meeting at WBEIDC LTD. Office (Offline)	<ul style="list-style-type: none"> • Date: 19-02-2020 (12.00 pm) at WEBEL BHAVAN. • The person should have proper authorization in respective company Letter Head. • All Queries will be sent to: - Shri Pratul Show GM (Commercial) email: pratul.show@webel-india.com. And Shri Kausik Halder, Asst Manager (Commercial) email: halder.kausik@webel-india.com.
11.	Bid Submission start date & time (On line)	24-02-2020 , 12:00 P.M
12.	Bid Submission closing date & time (On line)	28-02-2020 , 12:00 PM
14.	Bid opening date & time for Technical Proposals (Online)	02-03-2020 , 03:00 PM
15.	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals (if any).	To be Informed Later
16.	Contact Person for queries	Shri Pratul Show GM (Commercial) email: pratul.show@webel-india.com . Shri Kausik Halder Asst. Manager (Commercial) email:- halder.kausik@webel-india.com
17.	Submission of Tender Document Fee and EMD.	Bidder should submit Tender Document Fee of Rs. 1000 and EMD of Rs 35,000 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. Digitally signed Technical Bid and Financial Bid, to be submitted through the website https://wbtenders.gov.in .

3) Introduction

Webel was incorporated on 4th. February, 1974 to shape the Electronics Industry in West Bengal. The past few years have witnessed a gradual acknowledgment of the strategic advantages of Bengal, a maturing socio-political attitude & an appreciation of the proactive efforts by the Government & other key stakeholders to further strengthen Bengal's value proposition & reinforce its position as a destination of corporate choice. With the introduction of the Information Technology Policy of Government of West Bengal in 2000, Webel fast adapted itself to the changing scenario to suit the requirements of the IT and ITeS industries and geared up to function as the nodal agency entrusted with the responsibility of bringing West Bengal to the forefront of the knowledge industry in India by way of taking a number of proactive initiatives along with facilitating Private Sector Participation in the sector.

Through this RFP, WBEIDCL on behalf of Cyber Security Centre of Excellence, Department of Information Technology & Electronics West Bengal intends to procure state-of-art forensic equipment/software for enhancing the capability of Police and fast-tracking investigation of cyber-crime cases.

4) Pre-qualification Criteria

The bidder must meet the following pre-qualification requirements to become eligible for the technical & commercial evaluation.

#	Pre-Qualification Criteria	Documents required substantiating pre-qualifying criteria
1	<p>Bidder must be a Company registered under the Indian Companies Act, 1956 or 2013 and have their registered offices with legal presence in India.</p> <p>Any kind of consortium or sub-contract is not permitted.</p>	Copy of Certificate of Incorporation / Registration Certificate along with Article of Association
2	<p>The Bidder must have a positive net worth as on 31st March 2019 or as on financial audit date of last financial year.</p> <p>And</p> <p>The bidder shall be solvent at the date of bidding.</p>	<p>Copy of the audited balance sheet of the company and Certificate from the Chartered Accountant clearly stating the net worth and Profit & Loss statement</p> <p>And</p> <p>Certificate from Statutory auditor / Chartered Accountant for Solvency declaration.</p>
3	<p>The bidder should have an average annual turnover of minimum INR 150 lakhs for the last three audited financial years (FY 2016-17, 2017-18, 2018-19)</p>	Copy of the audited balance sheet & Profit and Loss statements of the company
4	<p>The bidder should have undertaken at least one (1 no.) project of minimum value of INR 50 Lakhs involving Supply, Installation, & Maintenance of Forensic Tools</p> <p>Or</p> <p>The bidder should have undertaken at least Two (2 nos.) project of minimum value of INR 25 Lakhs each involving Supply, Installation, & Maintenance of Forensic Tools</p> <p>Or</p> <p>The bidder should have undertaken at least Three (3 nos.) project of minimum value of INR 15 Lakhs each involving Supply, Installation, & Maintenance of Forensic Tools</p> <p>within the last three financial years (FY 2016-17, 2017-18, 2018-19) from any Govt. Department / Quasi Govt. Dept. / PSU /</p>	Copy of work order(s) / purchase order(s) along with completion certificate.

#	Pre-Qualification Criteria	Documents required substantiating pre-qualifying criteria
	Board / Council/ Large corporate or similar organization.	
5	The bidder should not have been blacklisted by Central / State Government in India at the time of submission of the Bid	Self-declaration letter by bidder as per format given in this Tender Document
6	The bidder must have valid Goods & Service Tax registration in India, PAN card, Trade License and IT return of last 3 financial years.	Proof of valid Goods & Service Tax registration in India, PAN card, Trade License and IT return of last 3 financial years.
7	OEM authorization	The bidder should submit authorization from OEM/s. as per format given in this Tender document.

5) Instructions to Bidders

5.1 Purpose of Bid Document

This document provides information to enable the bidders to understand the broad requirements to submit their "Bids".

5.2 Cost of Bid Document

The Cost of Tender document is INR 1000/- (Rupees One Thousand only) inclusive of GST which shall be paid online.

5.3 Completeness of Bid Document

Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications. The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required, submission of a proposal not substantially responsive in every respect will be at the bidder's risk and may result in rejection of the bid.

The Bidder must possess the technical know-how and the financial ability that would be required to successfully provide the services sought by Webel, for the entire period as mentioned in Purchase Order. The Bid must be complete in all respects, conform to all the requirements, terms and conditions and specifications as stipulated in this Tender Document.

5.4 Proposal Preparation Cost

The bidder shall be responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Webel to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. Webel will in no case be responsible or liable for such costs, regardless of the conduct or outcome of the bidding process.

This Bid Document does not commit Webel to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of the Webel and may be returned at its sole discretion.

5.5 Bid Cover Letters

Each Bidder shall submit a completed Bid Covering Letter in accordance with the format specified in this bid document (wherever applicable) one each for the Pre-qualification/Technical bid folder and Commercial bid folder.

5.6 Power of Attorney

Each Bidder shall submit a scanned and digitally signed copy of power of attorney duly notarized; indicating that the person(s) signing the bid has the authority to sign the Bid and thus that bid is binding upon the Bidder during the full period of its validity.

5.7 Pre-Bid Meeting

Webel will host a Pre-Bid Meeting for queries (if any) raised by the prospective bidders. The date, time and place of the meeting are given in this document. 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.

All enquiries from the bidders relating to this Bid Document must be submitted to Office of WBEIDC Ltd by 18-02-2020 within 4:00 P.M. These queries should also be emailed to pratul.show@webel-india.com. & halder.kausik@webel-india.com. The queries should necessarily be submitted in the following format as a Word Document:

Sr. No.	Bid Document Reference (Volume, Section No., Page No.)	Content of the Bid Document requiring clarification	Clarification Sought / Query
1			
2			
3			
...			

Authorisation letter in the name of the person attending pre-bid meeting needs to be submitted on the letterhead of the Bidder during the pre-bid meeting in the format specified in this tender document.

Queries submitted post deadline mentioned in this tender document or which do not adhere to the above mentioned format may not be responded to.

5.8 Amendments to Bid Document

At any time before the deadline for submission of bids, the Webel may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by an amendment. All the amendments made in the document would be issued as a corrigendum to the tender document and shall be made available at <https://www.wbtenders.gov.in>.

The bidders are advised to visit the website mentioned above on regular basis for checking necessary updates. Webel also reserves the right to amend the dates mentioned in this tender document for bid process.

In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids, Webel may, at its discretion, extend the last date for the receipt of Bids.

5.9 Rights to Terminate the Process

Webel may terminate the Bid Document process at any time and without assigning any reason. Webel makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This Bid Document does not constitute an offer by Webel. The bidder's participation in this process may result in Webel selecting the bidder to engage in further discussions and negotiations toward selection. The commencement of such negotiations does not, however, signify a commitment by Webel to execute a contract or to continue negotiations. Webel may terminate negotiations at any time without assigning any reason.

5.10 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and Webel, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

5.11 Bid Submission Format

The entire proposal shall be strictly as per the format specified in this Bid Document. Bidder shall ensure that the bid documents are submitted in the respective folder online at <https://www.wbtenders.gov.in>.

5.12 Online Bid Submission

- a) Proposals must be direct, concise, and complete and must be submitted online only.
- b) Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only. In case of any deviations in the format, bid will be liable for rejection.
- c) The following points need to be considered while submitting the bids:-

- i. Bidders Tool Kit link (detailed Help documents, designed for bidders) has been provided on e-Tendering website (<https://www.wbtenders.gov.in>) in order to guide them through different steps involved during e-Tendering such as online procedure for tender document purchase, bid preparation, bid submission.
- ii. If any assistance is required regarding e-Tendering (registration / upload / download), please contact e-Tendering Help Desk
- iii. The tender notice/ Tender document and clarifications/corrigendum (if any) shall be uploaded on e-Tendering website <https://www.wbtenders.gov.in>.
- iv. All the bids (Pre-Qualification & Technical as well as Financial) shall have to be submitted online.
- v. The date and time for online submission shall be communicated on the e-tendering website. The tenderers should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Offers not submitted online will be rejected.
- vi. In the event of the specified date for the submission of bids being declared a holiday, the bids can be submitted online up to the appointed time on the next working day for which Office of WBEIDCL will make necessary provisions.
- vii. Office of WBEIDCL may, at its own discretion, extend the date for submission of bids. In such a case, all rights and obligations of Office of WBEIDCL and the bidders shall be applicable to the extended time frame.
- viii. The offers submitted as documents, by telex/telegram/fax/Email or any manner other than specified in point 'iv' of this section, will not be considered. No correspondence will be entertained on this matter.
- ix. Printed terms and conditions of the bidders will not be considered as forming part of their bid.

5.13 Procedure for Submission of Bids

- a) To view- Tender Notice, Detailed Time Schedule for this Tender, kindly visit following e-Tendering website: <https://www.wbtenders.gov.in>
- b) The bidders participating first time for e-Tenders on WB e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal.
- c) All bidders interested in participating in the online e-Tendering process are required to obtain Class II or Class III Digital Certificates. The tender should be prepared & submitted online using individual's digital signature certificate.
- d) The interested bidders will have to make online payment of Rs 1000/- (inclusive of all taxes) per bid per tender at the time of entering online Bid Submission stage of the tender schedule.

5.14 Two Part Bid System

Complete bidding process will be online (e-Tendering) in two envelope system. The bidder shall submit the bid proposal in 2 folders:

- i) Pre-Qualification & Technical Folder
- ii) Commercial Proposal

5.15 Supporting Documents for Bid

The following table is provided as the guideline for submitting various important documents along with the bid.

#	Type of Folder	Documents to be submitted
01	Pre- Qualification / Technical Folder	<ul style="list-style-type: none"> ✓ Bid Cover Letter ✓ Power of attorney / board resolution to the authorized Signatory of the Bid ✓ Scanned copy of E.M.D. of Rs. 35,000/- and Online payment receipt of Tender Fee of Rs. 1000/- ✓ Particulars of the Bidders (in the given formats) ✓ Proof of Office address ✓ Copy of Certificate of Incorporation/ Registration Certificate ✓ Letter of authorization to attend bid opening (as per given format) ✓ Copy of the audited balance sheet of the company and Certificate from the Chartered Accountant clearly stating the net worth & Profit and Loss statement ✓ Self-declaration letter for not being blacklisted by Central/State Govt. as per given format ✓ Proof of valid Goods & Service Tax Registration in India & Copy of PAN Card ✓ Copy of Work Order or Purchase Order Any other supporting documents ✓ Manufacturer Authorization Form [as per given format] ✓ Self-declared Security Certificate (specifying no security related threats or non-compliances backdoors, malware, virus etc.) pertaining to the supplied tools ✓ Technical Proposal comprising: <ul style="list-style-type: none"> ○ Self-certificate regarding compliance to minimal technical specifications as defined in this tender document ○ User Manual of the tool detailing technical specifications, functions & features of supplied tools
02	Commercial Proposal Folder	<ul style="list-style-type: none"> ✓ Commercial Proposal Cover Letter ✓ Commercial Bid (as per BOQ Format)

Note:

1. Bidders shall furnish the required information on their Pre-Qualification, technical and financial proposals in enclosed formats only.
2. Any deviations in format may make the tender liable for rejection.
3. Disclosure of Commercial information of the bid in Pre-Qualification/ Technical Folder may be sufficient grounds for rejection of the bid.

5.16 Submissions of Bids

Complete bidding process will be online (e-tendering) in two folder system. All the notifications & detailed terms and conditions regarding this tender hereafter will be published online on web site <https://www.wbtenders.gov.in>.

Bidding documents can be seen, downloaded and submitted in electronic format on the website. The deadline for submission of bid is specified in this document.

Bids must be accompanied with scanned copies of the receipt of the EMD and Tender Fees submitted online.

Pre-Qualification bids will be opened online on website <https://www.wbtenders.gov.in>. Bidder should submit information & scanned copies in only PDF format in Pre-Qualification / Technical Folder as mentioned in the Bid Document.

Uploaded documents of successful bidder may be verified with the original before issuance of Purchase Order. The successful bidder has to provide the originals to the concerned authority (if requested).

Only the soft copies of Pre-qualification, Technical & Commercial bids need to be uploaded on e-tendering website.

The guidelines to download the tender documents and online submission of bids and procedure of tender opening can be downloaded from website <https://www.wbtenders.gov.in>.

All documents are mandatory, however, Webel reserves right to waive minor non-conformity (which do not constitute material deviation) or call for clarifications / additional documents. The bidder will have to submit additional document / clarification within 3 working days from the date of issue of the letter / mail seeking clarification / additional document.

The Webel reserves the right to accept or reject any or all the tenders without assigning any reason.

5.17 Evaluation Process

The evaluation process of the Bid Document proposed to be adopted by Webel is indicated under this clause. The purpose of this clause is only to provide the Bidder an idea of the evaluation

process that Webel may adopt. However, Webel reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change.

Webel shall appoint an Evaluation Committee (EC) to scrutinize and evaluate the technical and commercial bids received. The EC will examine the Bids to determine whether they are complete, responsive and whether the Bid format confirms to the Bid Document requirements. Webel may waive any non-conformity in a Bid which does not constitute a material deviation according to Webel.

There should be no mention of bid prices in any part of the Bid other than the Commercial Bids.

5.18 Opening of Bid

All the Bids received within the deadline shall be opened at the date, place and time mentioned in this tender document.

The Bidders' representatives who are present shall be requested to sign the attendance sheet.

Authorisation letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening in the format specified.

Once the bids are opened each bid will be checked for pre-qualification criteria.

5.19 Evaluation of Technical Bids

The Technical Bids of only those Bidders, who qualify in the Pre-Qualification stage, shall be considered and will be evaluated based on the technical specifications mentioned in the scope of work. For all responsive bids, the Evaluation Committee (EC) will invite each qualified Bidder to make a demonstration of the proposed tools as part of the technical evaluation.

The EC may require verbal/written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents. In order to qualify technically, a Bidder must meet all the minimal technical specifications as mentioned in the scope of work section of this tender document.

Bidder is expected to provide an executive summary in tabular format with clearly indicating their compliance with technical evaluation criteria along with index to the supporting documentary evidences in the proposal. The proposal must include all the documents specified in the section "Supporting Documents for Bid".

5.20 Period of Validity of Bids

Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by Webel. A bid valid for a shorter period shall be rejected by Webel as non-responsive.

In exceptional circumstances, prior to the expiration of the bid validity period, Webel may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request shall not be required or permitted to modify its bid.

No interest will be paid by Webel on amount of EMD.

5.21 Clarification of Bids

To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, Webel may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by Webel shall not be considered, and Webel's request for clarification and the response shall be in writing. If the Bid includes a financial proposal, no change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by Webel in the evaluation of the Bids.

If a Bidder does not provide clarifications of its bid by the date and time set in Webel's request for clarification, its bid shall be rejected.

5.22 Non-Material Non-Conformities

Provided that a bid is substantially responsive, Webel may waive any non-conformity in the bid that does not constitute a material deviation, reservation or omission.

Webel may request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

Webel may rectify non-material non-conformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

5.23 Opening of Commercial Bid

The commercial bids of only technically successful bidders will be opened.

Webel shall notify the technically qualified bidders about the date, time and location for opening the Financial Proposals in the e-tendering website.

The Commercial Bids will be open and assessed by Webel for completeness and accuracy. Bidders are advised to provide the price only in the financial proposal folder as per the BOQ format only very carefully. If price is mentioned anywhere else apart from the mentioned folder the bid would be rejected.

Activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, the Evaluation Committee may correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity to arrive at total value to be considered for commercial evaluation.

If the bidder does not accept the correction of errors, its bid will be rejected and the bid security may be forfeited.

Bidder, while quoting against this tender, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to the Webel failing which it will have to bear extra cost. In case bidder does not avail concessional rates of levies like GST, customs duty, excise duty, sales tax, etc. Webel will not take responsibility towards this. However, Webel may provide necessary assistance, wherever possible, in this regard.

The Bidders shall fully familiarize themselves about the applicable domestic taxes (GST, service tax, income taxes, duties, fees, levies, etc.) on amounts payable to the Webel under the resultant Agreement. All such taxes must be included by Bidders in the financial proposal. Should there be a change in applicable taxes, the prevailing taxes on the date of billing would prevail.

5.24 Evaluation of Commercial Bids and Award Criteria

The technically qualified bidders will further be selected on Least Cost Basis (L1).

5.25 Terms and Conditions

All terms & conditions mentioned in each section of this tender document shall be valid throughout the term. All the commitments made by the bidder through correspondences for the completion of the tender process shall be applicable throughout the term.

The conditions mentioned in Purchase Procedure Rules and Instructions as per Government of West Bengal, and amendments thereof will be applicable.

5.26 Consignee details and delivery time period:-

- ❖ **Consignee Name:** Cyber Security Centre of Excellence, Department of Information Technology and Electronics Govt. Of West Bengal.
- ❖ **Delivery Location:** Cyber Security Centre of Excellence, Department of Information Technology and Electronics Govt. Of West Bengal.
- ❖ **Delivery Time Period:** - All the items must be delivered installed, tested and necessary training has to be imparted within 60 days from issuance of Purchase Order.

5.27 Payment Terms and Project Timelines

Payment will be released within 30 days on receipt of correct invoice and successful Installation & Commissioning Certificate duly signed by the competent authority of CSCOE. Payment will only be released after receiving the payment from the END CUSTOMER.

The payment would be released as per the schedule given below:-

SL NO	DESCRIPTION/ACTIVITY	PAYMENT TO BE RELEASED
1	Supply, Installation, testing , commissioning and including On-site Comprehensive Maintenance & support for 1 year- Workstation-EDAS	80% of the amount quoted against the item to be released after Supply, Installation and testing remaining 20% payment of the total amount quoted (including GST) against the item to be released on quarterly basis for On-site Comprehensive Maintenance & support of 1 year.
2	Supply, Installation, testing , commissioning and including On-site Comprehensive Maintenance & support for 1 year- Mobile Forensic Tool - Oxygen Forensic Detective include cloud & link -15/20 users. (Academic)	80% of the amount quoted against the item to be released after Supply, Installation and testing remaining 20% payment of the total amount quoted (including GST) against the item to be released on quarterly basis for On-site Comprehensive Maintenance & support of 1 year.
3	Supply, Installation, testing , commissioning and including On-site Comprehensive Maintenance & support for 1 year- on CDR/ IPDR Analysis - NETSURF	80% of the amount quoted against the item to be released after Supply, Installation and testing remaining 20% payment of the total amount quoted (including GST) against the item to be released on quarterly basis for On-site Comprehensive Maintenance & support of 1 year.

4	Training Charges for above mentioned 3 line items i.e. (1,2,3)	100 % of the amount quoted against the line item to be released after successful completion** of the training within 60 days from issuance of purchase order.
5	1 year license Renewal cost for Workstation-EDAS	To be notified at the time of renewal.
6	1 year license Renewal cost for Forensic Tool - Oxygen Forensic Detective include cloud & link - 15/20 users. (Academic)	To be notified at the time of renewal.
7	1 year license Renewal cost for CDR/ IPDR Analysis - NETSURF	To be notified at the time of renewal.

** Training (classroom & functional) for end users where the forensic tools have been installed. Feedback will be sought from the trainees and if 70% trainees' response is not satisfactory, then bidder will have to arrange for re-training them at no extra cost.

5.28 Rights to Accept/Reject any or all Proposals

Webel reserves the right to accept or reject any proposal, 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 or Bidders or any obligation to inform the affected bidder or bidders of the grounds for Webel's action.

5.29 Fraud and Corruption

Webel requires that Bidder must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, Webel defines, for the purpose of this provision, the terms set forth as follows:

- (i) **“corrupt practice”** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

- (iv) **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) **“obstructive practice”** is
 - i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Webel investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - ii. Acts intended to materially impede the exercise of Webel’s inspection and audit rights.

Bidder should note that:

- a) If it is noticed that the Bidder has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for Webel to terminate the contract and initiate black-listing of the vendor.
- b) Webel will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract;
- c) Webel will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Webel-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Webel-financed contract; and
- d) Webel will have the right to require that a provision be included in bidding documents and in contracts financed by Webel, a provision be included requiring bidders, suppliers and contractors to permit Webel to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by Webel.

5.30 Notifications of Award and Signing of Contract

Prior to the expiration of the period of proposal validity, the bidders will be notified in writing or by fax or email that their proposal has been accepted.

The notification of award will constitute the formation of the Contract. Upon the Bidder’s executing the contract with Webel, it will promptly notify each unsuccessful bidder and return their EMDs.

At the time Webel notifies the successful Bidders that their bid has been accepted, Webel will send the Bidders the Performa for Contract, incorporating all clauses/agreements between the parties. Within 14 days of receipt of the letter of intent, the successful Bidders has to submit the Performance Bank Guarantee amounting to 5 % of the total order value and execute the Contract.

Post submission of PBG and execution of contract the purchase order would be issued.

The Selected bidder shall at his own expense, deposit the PBG with Webel, within fourteen (14) working days from the date of issuance of LoI the notification of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from any Scheduled or Nationalised bank as per the format given in this Bid Document, payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee will be for an amount equivalent to 5% of the total order value and shall be valid for 60 months more than the contract period. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.

The Performance Bank Guarantee format is given in this document.

The Performance Bank Guarantee may be discharged/ returned by Webel upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

In the event of the selected bidder being unable to service the contract for whatever reason, Webel would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Webel under the Contract in the matter, the proceeds of the PBG shall be payable to Webel as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract. Webel shall notify the selected bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

Webel shall also be entitled to make recoveries from the selected bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

5.31 Stamp Duty

The successful bidder shall enter into a contract agreement with Webel within 14 days from the date of issue of letter of intent and the same should be adjudicated for payment of Stamp Duty by the successful bidder.

The stamp duty payable for the contract shall be borne by the bidder.

Further shortfall if any, in amount of stamp duty paid as against prescribed amount for the documents executed in Kolkata City & Kolkata Suburban District be recovered from the concerned Bidder and to deposit the deficit or unpaid Stamp Duty and penalty by two separate Demand Draft or Pay Order in favor of "Superintendent of Stamp, Kolkata" within 15 days from intimation thereof.

All legal charges and incidental expenses in this respect shall be borne and paid by the successful bidder.

6) Scope of Work

6.1 General

Bidder should provide all necessary items required strictly as per terms of this RFP. The specifications given in this RFP are minimal and Bidders can quote equivalent or higher technical specifications to meet this Webel's requirements. The bids which do not meet these minimum suggestive technical specifications are liable to be rejected.

If any security related threats or non-compliances (such as backdoors, malware, virus etc.) are observed during technical evaluation or installation stage or post installation stage, then this Webel reserves the right to terminate the Work Order .

6.2 License

The licenses would be in the name of CSCOE. Bidder should provide all Licenses with full support, product updates and upgrades, patches & on-site comprehensive maintenance & support for 1 year from the date of installation and acceptance certificate for successful commissioning.

The licenses would be renewed after expiry depending upon the requirement.

6.3 Features / Technical Specifications:

Forensic tools supplied as part of this tender should have following minimal technical specifications or higher:

1) Mobile Forensic Tool

SL No	Features
1	Should perform Data extraction from devices running iOS, Android OS, Windows Phone OS, BlackBerry OS as well as Chinese and feature phones
2	Should have a cable set and Educational License for 15/20 Users (Network Dongle).
3	Should be able perform extraction based on: --Automated Extraction based on pre-configured handset profiles --Manual extraction using - Physical, Filesystem or Logical method --Physical extraction based on Chipset Profiles of MTK & Spreadtrum chipsets --Physical Extraction of Locked Motorola like Moto X Pure, Moto G 3rd gen and Moto G 5th gen, LG, Samsung handsets --Physical Extraction of locked handsets having Qualcomm Chipset with EDL extraction method --For fast extraction should be using Jet Imager technique
4	Should be able to perform simultaneous extractions without any software limitations on number of extractions simultaneously using all the native USB ports of the host machine.
5	Device backups and images can be decoded: iTunes, Android and BlackBerry backups, Android and Windows Phone JTAG images, Blackberry 10 Chip-off image etc.
6	Should offer extraction of Apple Health data from the cloud account via login/password or token

7	Must have an ability to import and parse all available data from GrayKey images made from Apple iOS devices: contacts, calls, messages, applications, passwords, deleted information, etc.
8	Should have an ability to search for and find similar images throughout the selected device or case using PhotoDNA
9	Should have an ability to allow investigators to categorize human faces using built-in facial recognition technology
10	Methods to bypass or disable screen locks on the most popular mobile devices.
11	Should have an in-built Spyware Detection module to detect spywares on Android and Apple devices.
12	Should be able to get the Drone data parsing and analysis from physical dumps, drone logs and drone mobile applications. -- Should be able to get the data like Flight Path, Altitude, Direction, rotor speed, Photos and videos etc.
13	The device should be able to root the DJI Drones using in-built technology and gain access to additional information which otherwise is not possible on the locked drone devices: -- Should be able to import DJI log flight logs and parse additional technical data, like drone acceleration, gyroscope and temperature details -- By rooting the DJI Drones, it should gain access to Skypixel cloud service. -- The access to Skypixel should also be available using the regular credentials if available. -- Should gain access to account information, messages, notifications, followers following, media files, comments, Aerial Photos and videos should be extracted together with their time stamps.
14	The device should have ability to import and parse Parrot drone flight logs and Parrot physical dumps. Additionally it should also offer: -- view geo coordinates containing timestamps along with metadata that includes: altitude, velocity, ground speed, Wi-Fi signal, battery level, current satellite numbers, and more. -- complete flight history extraction from my MyParrot cloud. -- Access to MyParrot cloud via login/password or token. -- Additional utility that can detect a MyParrot cloud login and password if they were entered in a web browser on a suspect's computer. -- should automatically find a token to MyParrot cloud in the installed FreeFlight Pro app in Apple iOS and Android devices.
15	Should have In-built Passware module for automatically finding the encrypted device backups and images to unlock device data. - Should be able to take an advantage of Distributed processing, GPU Acceleration using ATI and NVIDIA cards -- Should at least be able to perform brute-force, dictionary, Xieve, etc.
16	Should allow to bypass screen lock passwords and create full physical dumps from Chinese chipset device.
17	Should be able to extract data from Data Hiding applications like CoverMe.
18	Should have an ability to extract and parse data from application

19	Should acquires the complete evidence set from devices and backups: contacts, messages, calls, calendar, file system, data from applications (at least 410+ applications and 7000+ application versions) and recovers deleted data.
20	Allow the bypass of screen lock passcodes, locate passwords to encrypted backups, extract data from secure applications as well as recover deleted information.
21	Determine common locations and contacts for several devices, view all events in a chronological order
22	Should perform CDR Analysis using the data received from the Mobile Service Providers
23	Should display complete technical information about the device
24	<p>Cloud Data: Extract and analyse data from multiple sources: mobile devices, their backups, cloud services. --Should be able to access complete iCloud Data from all associated devices with unique Apple ID. --Should be able to acquire information from Google Services, Like Geo locations visited, browsing history etc. and visualize locations on online and offline maps. -- Should be able to retrieve evidence from Microsoft accounts -- Should be able to extract applications data from cloud service -- Should be able to examine messages from any email server -- Should import WhatsApp backups made in Android devices and decrypt them via phone number or WhatsApp Cloud token.</p> <p>The device should have special WHATSAPP EXTRACTION METHOD as below: -- by scanning a QR code from a mobile app or using the WhatsApp token from a PC (on WhatsApp Desktop App or Web Browser) extracted using special in-built module.</p>
25	<p>The device should ACQUIRE IOT DEVICES with at least features mentioned below: -- The device should support extraction of data from Amazon Alexa and Google Home using a username and password or token. -- The least data required in Amazon Alexa includes: account and device details, contacts, messages, calendars, notifications, lists, activities, skills, etc. -- The least data required in Google Home includes: account and device details, voice commands, and information about users. -- The tool should also extract Google Home data from Apple iOS and Android devices.</p>
26	<p>The Device should support the BruteForce using in-built password recovery module for at-least below handset models (and should have a scope of adding future capability for more handsets):</p> <p>-- brute force and decrypt encrypted user partitions using special exploit extracted out of LG devices in DFU Mode. -- Should at least support LG G5 and V10 devices</p>

27	<p>The device should be able to EXTRACT SMARTWATCHES:</p> <p>-- Should perform logical acquisition of MTK smartwatches and extract device model, contacts, calls, messages, multimedia files, and other data.</p> <p>-- Should at least support smartwatch models: Kobwa K2BB-033, Leealra m26 Smart Bluetooth Watch, Leegoal T58, Meixunda T58, Ordoro T58, Rosimee Q50, TAILHOO Y3, Vwar w58, Xiaomi Mi Bunny Watch Q, Zeblaze Smartwatch, and others.</p>
28	<p>Apart from gathering the tokens from Mobile devices, the device should also have a special module at no additional cost to detect tokens on suspect Computers which should:</p> <p>-- find the WhatsApp QR token in WhatsApp desktop app and in Web browsers.</p> <p>-- find the Amazon Alexa and Telegram tokens in Web browsers.</p> <p>-- find the Google Refresh token in Google Chrome browser.</p> <p>These tokens further should be imported to the tool to gain access to respective cloud services.</p>
29	<p>Should support minimum below mentioned cloud services for extraction with user credentials and Tokens found in user handsets:</p> <p>QQ Mail, Telegram, Box, DJI Cloud, Dropbox, Endomondo, Facebook, Google Andoid Cloud Data, Google Bookmark, Google Calender, Google Chrome, Google Contact, Google Drive, Google Keep, Google Location History, Google Mail, Google my activity, Google Photos, Google Task, Huawei Cloud Data, icloud applications, i-cloud backup, i-cloud Calender, i-cloud call history, i-cloud contacts, i-cloud drive, iTunes store, i-cloud notes, i-cloud phot stream, i-cloud photos, i cloud safari bookmarks, i-cloud safari history, Instagram, live calendrer, live contacts, IMAP, MI Cloud data, One Drive, Samsung Cloud backup, Samsung Cloud data, Samsung secure filder backup, swarm, Twitter, Viver google backup, viber i-cloud backup, VKontakte WhatsApp cloud, WhatsApp google backup, WhatsApp iCloud backup, Windows Phone Cloud Data, Workplace by Facebook</p>
30	<p>Acquires data from cloud storages using Tokens (and user credentials when tokens are not available): iCloud contacts and calendar, Google Drive, Google Location History, Live contacts and calendar, OneDrive, Dropbox and Box as well as from a wide range of social media including Twitter and Instagram.</p>
31	<p>After the cloud data is acquired it can be viewed and merged with other extractions for deep data analysis in Timeline, Social Graph and other analytical tools.</p>
32	<p>Should have Offline and Online maps so that if Internet connectivity is not available or not preferred, the offline maps engine should be able to plot the data on map.</p> <p>-- The base map data should be available/included without any additional charge for the entire world.</p>

Preferred Make: - Oxygen Forensic Detective include cloud & link -15/20 users. (Academic)

2) Forensic Workstations

Sl.No.	Specifications
1	Intel Core i7-8700 Quad Core Processor, 3.4 GHz, 8MB L3 Cache
2	32 GB DDR4-2400 Memory
3	1 x 1 TB 7200 RPM 3.0 Gb/s SSD (Internal) - OS Drive
5	1 x 1 TB 7200 RPM 3.0 Gb/s SATA Hard Drive in Shock-Mounted Tray - Data Drive (in a Hot Swap Bay)
6	Front Mounted Bays: 1) Tableau Forensic Bridge 2) Blu-Ray player/DVD-RRW 3) 4 Port Hub USB 3.0
8	Chassis: Portable Chassis PSU: 500 Watts portable PSU
9	Intel Z390 Chipset Mini ITX Motherboard
10	Intel Integrated HD Graphics 530 Controller w/Dual Monitor Support (1 HDMI and 1 DisplayPort)
13	10/100/1000 Mbs Gigabit Ethernet Network Adapter
14	1 PCI-Express 3.0(x16)Slot
25	Toolbox containing:
a	CD Case: Containing system restore media.
b	System Keys: For removable hard drive bays and front case bezel.
c	Adapters and Cables: Cables and adapters to image and process internal/ external drives including SAS, SATA, IDE, microSATA, SATA LIF, MacBook Air Blade Type SSDs, mini/micro SSD cards, 1.8 inch IDE (iPod), 2.5 inch IDE (laptop), PCIe Card SSD Adapter, PCIe M.2 SSD Adapter, PCIe Apple SSD Adapter and PCIe Cable
e	Security Screwdriver Set: A varied assortment of popular security bits for opening computer enclosures that may have been locked down in a Corporate environment.
f	22 inch Display with Wired Keyboard and Mouse

Preferred Make: - EDAS.

3) CDR/IPDR Analyzer

Sr No	Features
1	Tool to process Data from Various Telecom Service provider to analyses associations, locations and behavior of mobile number in question.
2	Has a facility to import various formats of CDR's, IMEI Reports, Tower Data regardless of their company and format e.g. html, csv, xls, xlsx, txt, tab etc
3	is able to produce following reports in CDR:

4	o Compiled CDR
5	o Frequency Report
6	o IMEI Report
7	o Location Report
8	o State Frequency Report
9	o Country Frequency Report
10	o Call Type Analysis
11	o New No. Analysis
12	o Target to Target Party
13	o Common Between Multiple Cases
14	o Conference Call
15	o Circular Communication
16	o Suspect List
17	o First and Last call of the Day
18	o Meeting Point
19	o Day location
20	o Night Location
21	o Book Mark
22	o Send to Google Earth
23	Is able to produce following reports in TDR:
24	o Common Party
25	o Uncommon Party
26	o Single Phone Multiple SIM
27	o Single SIM Multiple Phone
28	o Cross Tower Report
29	o New Number Report
30	o Frequency Report
31	o CDR/TDR Match
32	o Multiple calls between Tower to other Party
33	o Suspect List
34	o Multiple Tower used by Target
35	o First and Last call of the Day
36	o Plot on Google Earth
37	o Target to Target
38	Has advance filtering & searching system. It should able to filter to
39	o Date wise
40	o Time wise
41	o Duration wise
42	o A Party wise
43	o B Party wise
44	o State/Country/Day of week wise
45	o Call type/IMEI Wise/IMSI/CellID wise
46	Is able to search multiple items on single search like Mobile number, IMEI, Cell ID, MSC Code, Search SDR, LRN search, Cell ID.

47	Is able to import Database like Cell ID, Suspect Cell ID, Suspect Number, Suspect IMEI, LRN Codes, MSC Codes and Suspect List.
48	Is able to produce standalone report which can be viewed without any license
49	Support Google earth map for different reporting
50	Has link analysis facility.
51	Has Geo Fencing features for CDR calls as well as to identify installed towers in marked area.
52	Has facility to export all the report in CSV, xls, html, PDF etc
53	It exports all CDR reports in HTML/xls in one touch with summary linked to other reports
54	Has facility to backup and restore of cases

Preferred Make: - NETSURF

Training has to be imparted after successful installation of the items. Training (classroom & functional) for end users where the forensic tools have been installed. Feedback will be sought from the trainees and if 70% trainees' response is not satisfactory, then bidder will have to arrange for re-training them at no extra cost.

6.4 Quantity

Sr. No.	Function	Quantity
1	Workstation	2
2	Mobile Forensic Tool – Academic version (For 15/20 Users)	1
3	CDR/ IPDR Analysis	10

7) Service Level Agreement

The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLR/SLA) is to clearly define the levels of service which shall be provided by the Successful Bidder to Webel for the period of this Project.

Any Complaint about failure in the equipment supplied / any accessories thereof should be resolved/redressed as per the schedule given in Table 1.

If the original equipment is/are replaced by temporary substituted equipment within resolution period, the penalty will not be charged for two weeks from the date of substitution /replacement. If the same is not repaired/ replaced within two weeks, the penalty will be charged as per the Table-1.

All the payments to the Successful Bidder are linked to the compliance with the SLA metrics specified in this document.

Total penalties are subject to a maximum of 5% of value of the PO after which Webel may invoke the annulment of the contract and forfeiture of the PBG. The penalty will be levied in case of delay for reasons attributable to the successful bidder.

This Webel reserves the right to waive off penalty at its own discretion.

Table 1. Service Level Agreement

1. Supply & Installation of IT Infrastructure				
#	Parameter	Metric	Basis	Penalty
1	Successful Supply, Installation & Commissioning along with submission of Testing Reports & Acceptance Certificate for Successful Commissioning.	This activity should be completed in 30 days from the date of PO issuance; thereafter, for delay of every one week, penalty will be levied.	Per Occurrence	0.5% of the PO value for each instance of one week delay subject to maximum limit of 5%
2. Functional & Classroom Training				
#	Parameter	Metric	Basis	Penalty
1	Functional & Classroom Training	This activity should be completed within 60 days from the date of PO Issuance; thereafter, for delay of every one week, penalty will be levied.	Per Occurrence	0.5% of the PO value for each instance of one week delay subject to maximum limit of 5%
3. Helpdesk Support and Issue Resolution				
#	Parameter	Metric	Basis	Penalty
1	Resolution of issue	To be resolved in one week. Thereafter for delay of every one week, penalty will be levied.	Per Instance Unresolved	0.5% of the PO value for each instance of one week delay subject to maximum limit of 5%

8) Annexure A: Pre-Qualification Proposal Format

8.1 Bid Cover Letter

Date: dd/mm/yyyy

To

General Manager Commercial

West Bengal Electronics Industry Development Corporation Limited (WBEIDCL)

Sub : Selection of Agencies for the project "**Supply, Installation and Maintenance of Cyber Forensic Tools**"

Ref : Tender No: WEBEL/EOT/COM/19-20/00085 Dated 14-02-2020

Dear Sir,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the product / services as required and outlined in the Bid Document for "**Supply, Installation and Maintenance of Forensic Tool**"

We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Webel, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Webel in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document. We also agree to abide by this tender response for a period of 180 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

8.2 Check-list for the documents to be included in the Pre-Qualification / Technical Folder

#	Pre-Qualification Criteria	Documents required substantiating pre-qualifying criteria	Submitted (Y / N)	Documentary Proof (Page No.)
1	<p>Bidder must be a Company registered under the Indian Companies Act, 1956 or 2013 and have their registered offices with legal presence in India.</p> <p>Any kind of consortium or sub-contract is not permitted.</p>	Copy of Certificate of Incorporation / Registration Certificate along with Article of Association		
2	<p>The Bidder must have a positive net worth as on 31st March 2019 or as on financial audit date of last financial year.</p> <p>And</p> <p>The bidder shall be solvent at the date of bidding.</p>	<p>Copy of the audited balance sheet of the company and Certificate from the Chartered Accountant clearly stating the net worth and Profit & Loss statement</p> <p>And</p> <p>Certificate from Statutory auditor / Chartered Accountant for Solvency declaration.</p>		
3	<p>The bidder should have an average annual turnover of minimum INR 150 lakhs for the last three audited financial years (FY 2016-17, 2017-18, 2018-19)</p>	Copy of the audited balance sheet & Profit and Loss statements of the company		
4	<p>The bidder should have undertaken at least one (1 no.) project of minimum value of INR 50 Lakhs involving Supply, Installation, & Maintenance of Forensic Tools</p> <p>Or</p> <p>The bidder should have undertaken at least Two (2 nos.) project of minimum value of INR 25 Lakhs each involving Supply, Installation, & Maintenance of Forensic Tools</p> <p>Or</p>	Copy of work order(s) / purchase order(s) along with completion certificate.		

#	Pre-Qualification Criteria	Documents required substantiating pre-qualifying criteria	Submitted (Y / N)	Documentary Proof (Page No.)
	The bidder should have undertaken at least Three (3 nos.) project of minimum value of INR 15 Lakhs each involving Supply, Installation, & Maintenance of Forensic Tools within the last three financial years (FY 2016-17, 2017-18, 2018-19) from any Govt. Department / Quasi Govt. Dept. / PSU / Board / Council/ Large corporate or similar organization.			
5	The bidder should not have been blacklisted by Central / State Government in India at the time of submission of the Bid	Self-declaration letter by bidder as per format given in this Tender Document		
6	The bidder must have valid Goods & Service Tax registration in India, PAN card, Trade License and IT return of last 3 financial years.	Proof of valid Goods & Service Tax registration in India, PAN card, Trade License and IT return of last 3 financial years.		
7	OEM authorization	The bidder should submit authorization from OEM/s. as per format given in this Tender document.		
8	Power of Attorney	The bidder shall submit the Power of Attorney of Authorization for signing the bid in Rs.100.00 Non Judicial Stamp Paper.		

8.3 Format to share Bidder's Particulars

Sr. No	Description	Details (to be filled by the responder to the Bid Document)
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) of the agency	
12.	Company's Revenue for last 1 year (Year wise)	
13.	Company's Profitability for the last 1 year (Year wise)	

Please submit the relevant proofs for all the details mentioned above along with your Bid response.

Contact Details of officials (at least two) for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

8.4 Format to share Financial Information

Financial Information			
	FY 2016-17	FY 2017-18	FY 2018-19
Revenue (in INR Crores)			
Profit Before Tax (in INR Crores)			

Other Relevant Information

8.5 Format for Declaration by the bidder for not being Blacklisted / Debarred

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

Date: dd/mm/yyyy

To

West Bengal Electronics Industry Development Corporation Limited (WBEIDCL)

Sub : Declaration for not being debarred / black-listed by Central / any State Government Webel in India as on the date of submission of the bid

Dear Madam,

I/We, the undersigned, herewith declare that my/our company (<-- name of the firm -->) has not been debarred / black-listed by Central / any State Government Webel in India as on the date of submission of the bid.

Thanking you,
Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

8.6 Technical Proposal Format

SL No	ITEM	MAKE	MODEL	Compliance(Yes/No)	Remarks
1	Workstation				
2	Mobile Forensic Tool - Academic version (For 15/20 Users)				

3	CDR/ IPDR Analysis				
---	--------------------	--	--	--	--

8.7 Draft Performance Bank Guarantee Format

Ref. No. :

Date :

Bank Guarantee No. :

To

West Bengal Electronics Industry Development Corporation Limited (WBEIDCL)

Against Letter of Intent number _____ dated _____ relating to Tender No. ____ for the project **"Supply, Installation and Maintenance of Cyber Forensic Tool"** and the contract to be entered into between the West Bengal Electronics Industry Development Corporation Limited (WBEIDCL), (hereinafter called "-----") and _____ (hereinafter called the Bidder), this is to certify that at the request of the Bidder we _____ Bank, are holding in trust in favour of -----, the amount of Rs. _____ (write the sum here in words) to indemnify and keep indemnified the ----- against any loss or damage that may be caused to or suffered by the ----- by reason of any breach by the Bidder of any of the terms and conditions of the contract that will be entered subsequently (within 14 days) and/or in the performance thereof. We agree that the decision of Webel, whether any breach of any of the terms and conditions of the contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by Webel shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to -----.

We _____ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the contract by the Bidder i.e. till _____ (hereinafter called the said date) and that if any claim accrues or arises against us _____ Bank, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank, notwithstanding the fact that the notice of any such claim is given to us _____ Bank, by Webel either before the said date or within the enforcement period of six months thereafter. Payment under this letter of guarantee shall be made promptly, within one month of our receipt of notice to that effect from Webel.

It is fully understood that this guarantee is effective from the date of the said LoI and that we _____ Bank, undertake not to revoke this guarantee during its currency without the consent in writing of Webel.

We undertake to pay to Webel any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment

so made by us under this guarantee shall be a valid discharge of our liability for payment there under.

We _____ Bank, further agree that ----- shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by ----- - against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank, shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by ----- to the said Bidder or for any forbearance and or omission on the part of ----- or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only).

Signature of Authorized Signatory (with official seal)

Date :

Place :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

Signature of Witness 1

Signature of Witness 2

Name: _____

Name: _____

(Bank's common seal)

9) Annexure B: Commercial Proposal Formats

9.1 Commercial Proposal Cover Letter

Date: dd/mm/yyyy

To

West Bengal Electronics Industry Development Corporation Limited (WBEIDCL)

Sub : Selection of Service Provider for the Project "**Supply, Installation and Maintenance of Cyber Forensic Tool**"

Ref : Tender No: WEBEL/EOT/COM/19-20/00085 Dated 14-02-2020

Dear Sir,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of "**Supply, Installation and Maintenance of Cyber Forensic Tool**" do hereby propose to provide services as specified in the Bid Document referred above.

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the date of opening of the Tenders.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

2. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Bid Documents (and subsequent clarifications / corrigendum issued) and there are no deviations except for those mentioned in Pre-Qualification & Technical Envelope, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, other than those stated in the deviation schedule in Pre-Qualification & Technical Envelope, shall not be given effect to.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the Annexure of this letter.

6. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the Bid Document.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)

Name

Designation

Seal

Date:

Place:

Business Address:

9.2 Commercial Proposal Format & Instructions

- i. All the prices are to be entered in Indian Rupees (INR) ONLY.
- ii. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- iii. Prices indicated in the schedules shall be including of all taxes, Levies, duties etc. It is mandatory to provide breakup of all type of applicable Taxes, Duties & Levies wherever asked for at the time of raising invoice. During the payment stage, Webel reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies etc.
- iv. For the purpose of evaluation of Commercial Bids, Webel shall make appropriate assumptions to arrive at a common bid price for all the Bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- v. The Contract Price shall be a firm lump sum not subject to any alteration.
- vi. The service provider shall be deemed to have satisfied itself as to the correctness and sufficiency of the contract price, which shall, except as otherwise provided for in the contract, cover all its obligations under the contract.
- vii. In case there is a discrepancy between the amount specified in figures and words, the amount specified in words would prevail.
- viii. The commercial bid format given in first table above has to be filled & uploaded as BOQ.

10) Annexure C: Draft Non-Disclosure Agreement

This Non-Disclosure Agreement ("Non-Disc") is made and entered into ____ day of ____ month _____ year (effective date) by and between ("Webel) and _____ ("Company")

Whereas, Webel and Company have entered into an Agreement ("Agreement") _____ effective _____ for _____; and

AND whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- (a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with Webel's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- (b) The term, "Webel" shall include the officers, employees, agents, consultants, contractors and representatives of Webel.
- (c) The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- (a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care

with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;

- (c) Not make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from Webel or any of the prospective clients of Webel except as necessary, under prior written intimation from Webel, in connection with the Project, and ensure that any such copy is immediately returned to Webel even without express demand from Webel to do so;
- (d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
- (e) Return to the other party, or destroy, at Webel's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
- (f) Not discuss with any member of public, media, and press, any or any other person about the nature of arrangement entered between Webel and Company and the nature of services to be provided by the Company to the Webel.

3. Onus. Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.

4. Exceptions. These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:

- (a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
- (b) After it has become generally available to the public without breach of this Agreement by Company; or
- (c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
- (d) Which Webel agrees in writing is free of such restrictions.
- (e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

5. Remedies. Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Webel; (b) damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Webel may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Webel shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Webel of the actual and liquidated damages which may be demanded by Webel. Moreover, Webel shall be entitled to

recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

- 6. Need to Know.** Company agrees that it shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
- 7. Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
- 8. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 9. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 10. Dispute Resolution.** WBEIDCL and the Supplier shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with this Agreement and modifications therein. If after 30 days from the commencement of such informal negotiations, WBEIDCL and the Supplier are unable to resolve amicably such dispute, the matter will be referred to the Managing Director WBEIDC LTD and his / her opinion shall be taken.
- 11.** If the Supplier doesn't agree with the opinion of General Manager, Commercial Webel, the matter shall be referred to two Arbitrators: one Arbitrator to be nominated by WBEIDCL, WB and the other one to be nominated by the Supplier. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Kolkata. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive even after termination of this Agreement.**Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Kolkata, India only.
- 12. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications,

both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

13.Amendments. No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

14.Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15.Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

16.Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

17.Survival. Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

18.Non-solicitation. During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Webel's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Webel with any employee and/or consultant of the Webel who has knowledge of the Confidential Information, without the prior written consent of Webel. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Webel.

19.Term. Subject to aforesaid section 17, this Agreement shall remain valid till agreement between Webel and service provider is in force.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Webel:

For Company:

Name:

Title:

Name:

Title:

WITNESSES:

1.

2.

WITNESSES:

1.

2.

11) Annexure D: Authorization letter for attending pre-bid meeting / bid opening

(To be provided on the letter head of Bidder)

No.....

Date.....

To

West Bengal Electronics Industry Development Corporation Limited (WBEIDCL)

Sub: Bid No..... due date.....

Sir/Ma'am,

We hereby authorize Mr. /Ms.as our authorized representative, to represent us on the following occasion:-

- i. Pre-bid Meeting to be held on.....at.....a.m./p.m.
- ii. Bid Opening on..... at..... a.m. /p.m.

Kindly permit him/her to attend the same.

Yours faithfully,

Signature:

Name of signatory:

Designation:

Rubber Stamp:

12) Annexure E: Manufacturer Authorization Form

Date: DD/MM/YYYY

To,

West Bengal Electronics Industry Development Corporation Limited (WBEIDCL)

Ref: E-Tender No Due date

Sub: Authorization Letter to M/s.for the participation in the tender for supply of items

To West Bengal Electronics Industry Development Corporation Limited (WBEIDCL)

Dear Sir,

We , (name and address of the manufacturer)who are established and reputed Manufacturers of _____ having factories at____(addresses of manufacturing / development locations) do hereby authorize M/s (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned bid for the above equipment / software manufactured / developed by us.

We hereby certify that the above mentioned Hardware/Equipment/Software products are not end of life and we hereby undertake to support these Hardware/Equipment/Software for the duration of minimum 3/5 years from the date of submission of the bid. We hereby extend our full guarantee and warranty, with respect to the Goods offered by the above company.

Yours faithfully,

For and on behalf of M/s(Name of the manufacturer)

Signature:

Name:

Designation:

Address:

Date :

Company Seal

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

13) Annexure F: Draft Contract Agreement

(To be printed on Rs. 100/- Stamp Paper)

This AGREEMENT is made at _____, West Bengal, on this ___ day of ____, 2019,

BETWEEN

West Bengal Electronics Industry Development Corporation Limited (WBEIDCL) hereinafter referred to as "**WBEIDCL**" (which expression unless repugnant to the context therein shall include its administrator and permitted assignees) of the FIRST PART;

AND

M/s -----, a company registered under the Companies Act, 1956/2013, having its registered office at -----, hereinafter referred to as "**Supplier**", (which expression unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees), of the SECOND PART.

And whereas West Bengal Electronics Industry Development Corporation Limited (WBEIDCL) published the RFP to seek services of a reputed firm as a Supplier for "Supply, Installation and Maintenance of Cyber Forensic Tools" (hereinafter referred to as the "Project") for WBEIDCL;

And whereas M/s. ----- has submitted its proposal to Supply, Installation and Maintenance of Cyber Forensic Tool at the specified locations;

AND whereas Office of WBEIDCL has selected M/s.....as successful bidder and issued Letter of Intent datedto the successful bidder who in turn signed and returned the same as a token of acceptance of Letter of Intent.

And whereas Office of WBEIDCL and M/s. ----- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby

acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

1. Definitions

In this Agreement, the following terms shall be interpreted as indicated, -

Office of WBEIDCL, WB means Office of West Bengal Electronics Industry Development Corporation Limited, WB

“Contract” means this Agreement entered into between Office of WBEIDCL, WB and the Supplier including all attachments and annexure thereto and all documents incorporated by reference therein;

“Supplier” means M/s. -----; and

“RFP” means the Tender Published by WBEIDCL, WB (Ref. No. -----) and the subsequent Corrigenda / Clarifications issued.

"Deliverable" means any action / output generated by the Supplier while discharging their contractual obligations. This would include Supply, Installation, Commissioning, Training and Maintenance rendered as per the scope of work and as per the SLAs.

"Assets" refer to all the hardware / Software / furniture / data / documentations / manuals / catalogues / brochures / or any other material procured, created or utilized by the Supplier or WBEIDCL, WB for the 'Project'.

2. Interpretation

The documents forming part of this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents; the documents shall have priority in the following order:

- i. this Agreement;
- ii. Scope of Services for the Supplier (hereby annexed as Annexure I)

- iii. Detail Commercial proposal of the Supplier accepted by WBEIDCL, WB (hereby annexed as Annexure II)
- iv. SLA to be adhered by the Supplier (hereby annexed as Annexure III)
- v. LoI and Work Order issued by WB to the successful bidder (hereby annexed as Annexure IV); and
- vi. Clarification & Corrigendum Documents published by WBEIDCL, WB subsequent to the RFP for this work (hereby annexed as Annexure V)
- vii. RFP Document of WBEIDCL, WB for this work (hereby annexed as Annexure VI)
- viii. Successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP (hereby annexed as Annexure VII).

3. Term of the Agreement

The term of this agreement shall be a period of 1 year from the date of execution of this Agreement.

4. Fees

Total fees to be paid to the Supplier for the execution of this Contract is Rs. -----.
Office of WBEIDCL, WB shall pay the Supplier the total fees in the manner mentioned in the Payment Terms section of RFP.

WBEIDCL will release the payment within 30 days of submission of invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed to the satisfaction of WBEIDCL. WBEIDCL shall be entitled to delay or withhold the payment of any invoice or part of it submitted by Supplier where WBEIDCL disputes such invoice or part of it. The disputed amount shall be settled as provided under "Resolution of Dispute".

5. Service Level Agreement (SLA)

WBEIDCL expects perfect and professional approach in the project implementation and its operations. Supplier is expected to satisfy these expectations of the service levels given in Annexure IV of this agreement. Any non-adherence to the SLAs would lead to the penalty, to be calculated as provided as part of SLA.

6. Indemnity

Subject to provisions of clause 7 (b) below, the Supplier agrees to indemnify and hold harmless WBEIDCL, its officers, employees and agents against any and all losses, claims, damages, liabilities, costs (including reasonable legal attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- i. any miss-statement or any breach of any representation or warranty made by the Supplier or
- ii. The failure by the Supplier to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Supplier. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created Supplier pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Supplier pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Implementation of Project by itself or through other persons other than Supplier or its sub-contractors; (B) Third Parties (i.e., other than Supplier or sub-contractors) at the direction of WBEIDCL ; or
- iii. any compensation / claim or proceeding by any third party against WBEIDCL arising out of any act, deed or omission by the Supplier or
- iv. Claim filed by a workman or employee engaged by the Supplier for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

7. Third Party Claims

- a. Subject to Sub-clause (b) below, the Supplier (the "Indemnifying Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favour or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
- b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:

- i. the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
- iii. if the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
- iv. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- v. Supplier hereby indemnify & hold indemnified WBEIDCL harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
- vi. all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vii. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defences of the Indemnified Party with respect to the claims to which such indemnification relates;
- viii. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be

subrogated to all rights & defences of the Indemnified Party with respect to the claims to which such indemnification relates.

8. Publicity

Any publicity by the Supplier in which the name of WBEIDCL is to be used should be done only with the explicit written permission of the WBEIDCL. Supplier would be allowed to use the project reference in its Sales Pitch / Brochures without sharing confidential information on the project.

9. Warranties

a. The Supplier warrants and represents to WBEIDCL that:

- i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
- ii. This Agreement is executed by a duly authorized representative of the Supplier;
- iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.

b. In the case of SLAs, the Supplier warrants and represents to WBEIDCL that:

- i. the Supplier has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
- ii. the SLAs have been executed by a duly authorized representative of the Supplier;
- iii. the Supplier is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence so as to comply with service level agreement;
- iv. the Services will be provided and rendered by appropriately qualified, trained and experienced personnel;
- v. Supplier has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
- vi. the Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
- vii. Supplier will warrant that the goods supplied under the contract are lawfully acquired and are new, unused, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Supplier further warrants that the goods supplied

under this contract shall have no defects arising from design, materials or workmanship.

- viii. The Supplier shall at his own cost and or at the cost of original equipment manufacturer, provide onsite warranty, support & maintenance for a period of 1 year (12 months) from the date of installation, for all the components, equipment, software and hardware manufactured, developed or supplied by it or any third party for the purpose of providing Services under "Service Level Agreement" as per the Agreement. The Supplier shall ensure defect free operation of the entire solution and shall replace any such components, equipment, software and hardware which are found defective and during the entire warranty period the Supplier shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No additional costs shall be paid separately for the warranty other than what are the costs quoted by the Supplier and as specified in the contract.
- ix. If the Supplier uses in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass-through third-party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.

Subject to the fulfilment of the obligations of the Supplier as provided for in sub clause (viii) above, in the event that such warranties cannot be enforced by WBEIDCL the Supplier will enforce such warranties on behalf of WBEIDCL and pass on to WBEIDCL the benefit of any other remedy received in relation to such warranties.

- c. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Supplier is unable to meet the obligations pursuant to the Supply, Installation and Maintenance of Cyber Forensic Tool and any related scope of work as stated in this Agreement and the Schedules attached herein, WBEIDCL will have the option to invoke the Performance Guarantee after serving a written notice of three (3) days on the Supplier. This shall be without prejudice to WBEIDCL's other legal rights under the relevant laws, such as suit for damages, losses, termination of agreement, and appointment of other Supplier at the cost of this Supplier.

10. Force Majeure

The Supplier shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the Supplier, not involving the Supplier's fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

For the Supplier to take benefit of this clause it is a condition precedent that the Supplier must promptly notify WBEIDCL in writing of such conditions and the cause thereof within 2 calendar days of the Force Majeure event arising. WBEIDCL or the consultant / committee appointed by WBEIDCL shall study the submission of the Supplier and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by WBEIDCL in writing, the Supplier shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, WBEIDCL and the Supplier shall hold consultations with each other in an endeavour to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of WBEIDCL shall be final and binding on the Supplier.

11. Resolution of Disputes

WBEIDCL and the Supplier shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with this Agreement and modifications therein. If after 30 days from the commencement of such informal negotiations, WBEIDCL and the Supplier are unable to resolve amicably such dispute, the matter will be referred to the General Manager, Commercial, Webel and his / her opinion shall be taken.

If the Supplier doesn't agree with the opinion of General Manager Commercial Webel matter shall be referred to two Arbitrators: one Arbitrator to be nominated by WBEIDCL and the other one to be nominated by the Supplier. In the case of the said Arbitrators not agreeing, then the matter will

be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Kolkata. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive even after termination of this Agreement.

12. Risk Purchase Clause

In the event Supplier fails to execute the project as stipulated in the delivery schedule, or to the satisfaction of WBEIDCL reserves the right to procure similar services from the next eligible bidder or from another alternate source(s) at the risk, cost and responsibility of the Supplier. Before taking such a decision, WBEIDCL shall serve 30 days advance notice in writing to the Supplier. Total Liability of the Supplier towards this Clause is limited to 100% of the contract value.

13. Limitation of Liability towards WBEIDCL

The Supplier's liability under this Agreement and /or its modifications shall be determined as per the Law in force for the time being. The Supplier shall be liable to WBEIDCL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Supplier and its employees, including loss caused to WBEIDCL on account of defect in goods or deficiency in services on the part of Supplier or his agents or any person / persons claiming through or under said Supplier. However, such liability of Supplier shall not exceed 50% of the total value of the Agreement.

This limitation of liability shall not limit the SIs liability, if any, for damage to Third Parties caused by the Supplier or any person or firm acting on behalf of the Supplier in carrying out the scope of work envisaged herein. Third Party Liability however is not applicable for the viewing man-power deployed by Supplier.

In no event will the Supplier be liable for any incidental damages, consequential damages, special damages, indirect damages, loss of profits, loss of revenues, or loss of use, these limitations and exclusions will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.

14. Conflict of Interest

The Supplier shall disclose to WBEIDCL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Supplier or its Team) in the course of performing the Services as soon as it becomes aware of such a conflict. However, Supplier shall hold WBEIDCL's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

15. Following Law and Good Business Ethics

WBEIDCL requires that Supplier shall observe the highest standards of ethics during the execution of this agreement. In pursuance of this policy, WBEIDCL defines, for the purpose of this provision, the terms set forth as follows:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of WBEIDCL in contract executions.
- b. "Fraudulent practice" means a miss-presentation of facts, in order to influence a procurement process or the execution of a contract, to WBEIDCL and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive WBEIDCL of the benefits of free and open competition.
- c. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which is given by WBEIDCL.
- d. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

All above definitions shall be without prejudice to definitions under the relevant laws. In the event of any dispute in the matter of interpretation or scope of these definitions, the definitions under the relevant laws/statutes shall prevail. If it is noticed that the Supplier has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for WBEIDCL for termination of the contract and initiate black-listing of the vendor.

16. Exit Management

i. Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 6 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Supplier. The exit management period ends on the date agreed upon by the WBEIDCL or Six months after the beginning of the exit management period, whichever is earlier.

ii. Confidential Information, Security and Data

Supplier will promptly on the commencement of the exit management period, supply to WBEIDCL or its nominated agencies the following:

- a. Information relating to the current services rendered and performance data relating to the performance of the services;
- b. Project data as is required for purposes of the Project or for transitioning of the services to its Replacing Successful Bidder in a readily available format.
- c. All other information (including but not limited to documents, records and agreements) relating to the services to enable WBEIDCL and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition of the Services to WBEIDCL or its nominated agencies, or its Replacing Supplier (as the case may be).

iii. Employees

Promptly on request at any time during the exit management period, the Supplier shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to WBEIDCL a list of all employees (with job titles and communication address) of the Supplier, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, WBEIDCL or Replacing Vendor may make an offer of contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by WBEIDCL or any Replacing Vendor.

iv. Rights of Access to Information

At any time during the exit management period, the Supplier will be obliged to provide an access of information to WBEIDCL and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other material related to the Project.

v. Exit Management Plan

The Supplier shall provide WBEIDCL with a recommended exit management plan ("Exit Management Plan") within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA and Scope of work.

- a. A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b. Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- c. Plans for provision of contingent support to the Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.
- d. Successful Bidder shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
- e. Each Exit Management Plan shall be presented by the Successful Bidder to and approved by WBEIDCL or its nominated agencies.
- f. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder complying with its obligations under this Schedule.
- g. During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.
- h. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

17. Transfer Cost

On premature termination of the contract for reasons other than those mentioned herein (Termination for Default), the Successful Bidder (Supplier) shall be paid the depreciated book

value of the infrastructure cost and the other assets (as per the Asset Register). The depreciation rates and method followed will be as per Income Tax Rules.

18. Termination of Contract

WBEIDCL may, without prejudice to any other remedy under this Contract/ Agreement and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for proposed termination of the contract either in whole or in part.

Prior to providing a notice of termination to the Supplier, WBEIDCL shall provide the Supplier with a written notice of 30 days instructing the Supplier to cure any breach/ default of the Contract, if WBEIDCL is of the view that the breach may be rectified.

On failure of the Supplier to rectify such breach within 30 days, WBEIDCL may terminate the contract by providing a written notice of 7 days to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to WBEIDCL. In such event the Supplier shall be liable for penalty/liquidated damages imposed by WBEIDCL. The performance Guarantee shall be forfeited by WBEIDCL

Amount to be payable to Supplier on premature termination of contract = Pending amount to be paid against goods & services delivered - Applicable Penalty / Liquidated Damages Amount to be payable by Supplier.

19. Consequences of Termination

In the event of termination of this contract, WBEIDCL shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Supplier shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to WBEIDCL and/ or succeeding vendor, as may be required, to take over the obligations of the Supplier in relation to the execution / continued execution of the requirements of this contract.

20. Plans and drawings

All plans, drawings, specifications, designs, reports and other documents prepared by the Supplier in the execution of the contract shall become and remain the property of WBEIDCL and before

termination or expiration of this contract the Supplier shall deliver all such documents, prepared under this contract along with a detailed inventory thereof, to WBEIDCL.

21. Miscellaneous

a. Confidentiality

- i. "Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, video footages, alert information, any police Webel data, products, processes, data, crime / criminal secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of WBEIDCL, the Supplier and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Supplier and its Personnel make public the recommendations formulated in the course of, or as a result of the Project.

- ii. The Supplier recognizes that during the term of this Agreement, sensitive data will be procured & made available to it & others working for or under the Supplier. Disclosure or usage of the data by any such recipient may constitute a breach of this agreement, causing harm not only to the Webel whose data is used but also to its stakeholders. The function of WBEIDCL requires the Supplier, its Subcontractors & agents to ensure utmost care, sensitivity & strict confidentiality. Any breach of this Article will result in WBEIDCL & its nominees exercising a right to seek injunctive relief & recovery of damages from the Supplier.
- iii. Each Party agrees, as to any Confidential Information disclosed by a Party to this Agreement (the "Discloser") to the other Party to this Agreement (the "Recipient"):

1. to take such steps necessary to protect the Discloser's Confidential information from unauthorized use, reproduction & disclosure, as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;
 2. to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing; &
 3. not, without the Discloser's prior written consent, to copy the Confidential Information cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this Agreement, or as needed for the purposes of this Agreement, provided that any proprietary legends & notices (whether of the Discloser or of a Third Party) are not removed or obscured; &
 4. Not, to disclose, transfer, publish or communicate the Confidential Information in any manner, without the Discloser's prior written consent, to any person information which is mandatory for disclosure under Right to Information Act (RTI).
- iv. The restrictions of this Article shall not apply to confidential Information that:
1. Is or becomes generally available to the public through no breach of this Article by the Recipient; &
 2. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; &
 3. Is developed by the Recipient independently of any of discloser's Confidential Information; &
 4. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; &
 5. Is identified in writing by the Discloser as no longer proprietary or confidential; or is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

- v. to the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:
 - 1. its employees, agents & independent contractors & to any of its affiliates & their respective independent contractors or employees; &
 - 2. its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article & in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

- vi. The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.

- vii. Confidential Information shall be & remain the property of the Discloser & nothing in this Article shall be construed to grant either Party any right or licence with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement.

- viii. Subject to expressly provided in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Disclose, or, (ii) termination or expiry of this Agreement or, in respect of the SLAs, the termination or expiry of the SLAs. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.

- ix. Neither Party is restricted by the provisions of this clause from using (including using to provide products or perform services on behalf of third Parties) any ideas, concepts, know-how & techniques that are related to the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the

"residuals"). This Article shall not permit the disclosure or use by either Party or any financial (including business plans), statistical, product, personnel or customer data or the other Party. Each party agrees not to disclose the source of the Residuals.

- x. Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this clause by the other Party & that WBEIDCL & Supplier, as appropriate, shall be entitled to equitable relief, including injunction & specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this clause, but shall be in addition to all other remedies available at law or equity to the damaged Party.
- xi. In connection with the Services, Supplier may from time to time undertake one or more quality assessment reviews for the purpose of improving Project under this agreement. In order for such reviews to be frank & candid, for the greatest benefit to both WBEIDCL & Supplier, they shall be kept confidential to the greatest extent possible.

b. Standards of Performance

The Supplier shall provide the services and carry out their obligations under this agreement with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The Supplier shall always act in respect of any matter relating to this contract. The Supplier shall abide by all the provisions/Acts/Rules/Regulations, Standing orders, etc. of Information Technology as prevalent in the country. The Supplier shall also conform to the standards laid down by WBEIDCL / Government of West Bengal or Government of India from time to time.

c. Sub Contracts

All the personnel working on the project under this agreement should be on payroll of the Supplier.

d. Compliance with Labour regulations

The Supplier shall pay wages in accordance with the payment of Minimum Wages Act to the workmen employed by them, for the contract undertaken by him and comply with the provisions set forth under the Payment of Wages Act and the Contract Labour Act 1970 and other Laws/ Acts.

e. Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

f. Waiver

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

g. Notices

Any notice or other document, which may be given/ sent/ made available by either Party under this Agreement, shall be in writing in person or by pre-paid register post.

Any communication under this Agreement shall be addressed to the other Party as set out below

To,

West Bengal Electronics Industry Development Corporation Limited (WBEIDCL),

Address

Tel: -----

Fax: -----

Supplier:

Tel: -----

Fax: -----

Any notice or other document shall be deemed to have been served to the other Party when delivered or intimation is given at the above address through courier or in person or Indian postal authorities during the working days and hours.

h. Performance Guarantee

The Supplier shall submit performance guarantee which is unconditional & irrevocable equal to 10% of the total fees of this contract in the format prescribed in RFP issued by any of the Nationalized Banks Only. The performance guarantee shall be valid for the term agreement & shall be renewed & maintained by the Supplier for the term of the agreement & extension, if any. The performance guarantee shall be forfeited by WBEIDCL as a penalty in the event of failure to comply with the obligations under this agreement or breach of any of the conditions by the Supplier. This shall be prejudice to other legal rights and remedy's available to WBEIDCL.

i. Variations & Further Assurance

1. No amendment, variation or other modifications to this Agreement or the SLAs shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.
2. Each Party to this Agreement or the SLAs agrees to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

j. Severability & Waiver

1. if any provision of this Agreement or the SLAs, or any part thereof, would be found by any court or statutory body having jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question shall remain in full force & effect. The Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives for substituting illegal, invalid or unenforceable provision or part provision within 7 working days.

2. No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

k. Entire Agreement

This Contract Agreement, the SLAs & all schedules appended thereto & the contents & specifications of the RFP & subsequent corrigenda issued thereon & clarification (undertakings) accepted by WBEIDCL constitute as a part of this agreement between the Parties with respect to their subject matter.

l. Survivability

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

m. Jurisdiction

All legal disputes arising out of this agreement shall be subject to the jurisdiction of Kolkata courts only.

n. Stamp Duty

The stamp duty and Registration Charges payable in respect of this agreement shall be borne by the Supplier.

IN WITNESS whereof the parties hereto have signed this on the day, month and year first herein above written.

Signed, sealed and delivered

By -----

-----,

For and on behalf of the WBEIDCL

Signed, sealed and delivered

By -----

For and on behalf of the "Supplier",

Witnesses:

(1)

(2)

Attachments to the Agreement:

- i. Scope of Services for the Supplier (Annexure I)
- ii. Detail Commercial proposal of the Supplier accepted by WBEIDCL (Annexure II)
- iii. SLA to be adhered by the Supplier (Annexure III)
- iv. LoI & Work Order issued by WBEIDCL to the successful bidder (Annexure IV)
- v. Clarifications and/or Corrigendum Document published by WBEIDCL subsequent to the RFP for this work (Annexure V)
- vi. RFP Document of WBEIDCL for this work (Annexure VI)
- vii. The successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP (Annexure VII)