

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING e-TENDER

Online Tender documents are invited for Carrying out Computer Based Tests on behalf of WTL for various Govt. /Semi Govt. Organization.

Reputed System Integrators having sufficient experience and credentials for successful completion of “**Similar Nature**” of work in a Government Department/PSU/Autonomous Body or any reputed organization. Bidder must have adequate manpower for providing proper support service within the stipulated time.

1.	Tender No. & Date	WTL/INT/CBT/18-19/003 dated 08.05.2018
2.	Tender Version No.	1.0
3.	Brief description of Job	Carrying out Computer Based Tests on behalf of WTL for various Govt. /Semi Govt. Organization.
4.	Tender Fee	Rs. 6000.00 (Rupees Six thousand only)
5.	Earnest Money Deposit	Rs. 300000.00 (Rupees Three lakh twenty Thousand only) in the form of Demand Draft from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata
6.	Date of Downloading/Sale of Tender document	08.05.2018
7.	Pre-Bid Meeting date & time	16.05.2018 at 11.30 Hrs <ul style="list-style-type: none">• Only two persons for each intending bidder's organization will be allowed to attend the Pre Bid Meeting.• The person should have proper authorization in respective company Letter Head.• Only queries as per format (Section - O) reaching WTL by 14.05.2018 at 14.00 Hrs will be taken for decision.• Queries will be sent to Manager (Purchase) (arunava.saha@wtl.co.in) / Ms. Anita Dey (wtladey@gmail.com) and copy to Mr. S. Das Sarma (sanjoy@webeltechnology.com) /Mr. Suvhankar Pal (suvhankarpal@wtl.co.in)
8.	Bid Submission Start date & time	23.05.2018 at 14.00 Hrs
9.	Last date & time of EMD & Tender Application Fee submission	31.05.2018 at 11.00 Hrs
10.	Last date & time of Bid Submission	29.05.2018 at 12.00 Hrs
11.	Date & time of Technical Bid Opening	31.05.2018 at 12.00 Hrs
12.	Venue of Pre-Bid Meeting & submission of EMD & Tender Application Fee	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13.	Contact person	Mr. Arunava Saha, Contact no. 23673403-06, Ext. 212 Ms. Anita Dey, Contact no. 23673403-06, Ext. 231 Mr. S. Das Sarma, Contact no. 23673403-06, Ext. 211 Mr. SuvhankarPal, Contact no. 23673403-06, Ext. 223

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1. Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary cost of tender fee may be remitted through Demand Draft issued from any Scheduled Bank in favour of “Webel Technology Limited”, payable at Kolkata and also to be documented through e-filing. Cost of Earnest Money Deposit (EMD) may be remitted through Demand Draft issued from any Scheduled Bank in favour of “Webel Technology Limited”, payable at Kolkata and also to be documented through e-filing. The original Demand Draft against Tender Fees & Earnest Money Deposit (EMD) should be submitted physically to the Manager (Purchase)/Manager (Finance), Webel Technology Limited, Plot – 5, Block – BP, Sector-V, Salt Lake City, Kolkata-700 091 under sealed cover on or before 11:00 Hrs of 31.05.2018.
2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – C of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the ‘Tender Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

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SECTION – A

SCOPE OF WORK & RESPONSIBILITY

Project: Carrying out Computer Based Tests on behalf of WTL for various Govt. /Semi Govt. Organization

1. SCOPE OF WORK

1.1. The scope of work includes the following:

- Vendor should have necessary wherewithal in terms of technology and infrastructure to conduct online examinations for the candidates enrolled for recruitment. The vendor will have a direct supervision over the online examination centres.
- The Pattern of examination is “Multiple Choice Answers Objective type questions” and the duration of the examination is 90 minutes. However for certain higher level qualification subjects the “test engine” should support “descriptive type of questions” and the vendor should suggest the appropriate workflow in detail for the same.
- Agency must have its own software capability for Conducting the Computer Based Typing & Data Entry Skill Test.
- Pilot Testing will be carried out for assessing the efficacy of software before the conduct of examination.
- The application/software provided by agency shall have administrator module so as to enable real time monitoring of the test by the Customer in terms of venue, stream etc. as per customer requirement.
- Develop content for the above mentioned test.
- Prepare and handover the merit list in the format as required by WTL / end customer.
- Address any query of department during the period of engagement.
- Extend support and providing requisite information to the designated officials of department on priority basis, in case of any legal dispute/Court Cases/RTI applications filed against the advertisement/ recruitment process/conduct of exam.
- The selected bidder will have to develop a question bank for each subject/post on the basis of which online examination will be conducted. It would be the responsibility of the vendor to put in place all the security measures to protect this question bank from hacking or any other security threats.
- The Department shall share the details of the candidates who intend to appear for the online examination.
- It would be the responsibility of the vendor to conduct the examination at the centers as claimed by the vender with all the required infrastructure and as updated from time to time. The examination is to be conducted as per the guidelines of the department. Any deviation in conduct of the examinations from these guidelines and the liability arising out of the same is to be entirely borne by the vendor.

1.2. Broad Scope of Work (Application Software)

The broad scope of work shall cover 2 Tasks:

1.2.1. TASK 1–OPERATIONS

The vender should own or be an authorized licensee for the application software to conduct online examinations. The bidder should provide necessary proof to the department.

The application should have the following features:-

- Should support major Indian languages viz, English, Hindi and others
- Should be capable of shuffling of questions
- Should be capable of shuffling of options (alternates)
- Should be capable of displaying image files

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- Should be possible to display Group Questions
- Should be capable of getting Input and output files in excel as per Department's requirements.
- Should have the facility of Candidate feedback.
- Should be able to set parameters for submission of exam.
- Should be able to display of candidate photograph and name on the screen during the examination.
- Should support Descriptive/Subjective Questions with the facility of typing answers by the candidate and multilevel evaluation process for the Department.
- The bidder should have secured environment for question paper upload and response download. Facility of uploading / deleting questions should also be available with Department.
- The bidder should have an active Dashboard to display the exam status on the exam day.
- Should have feature of Remote Proctoring.
 - Web Camera
 - CCTV

1.2.2. TASK 2- SUPPORT

- The bidder will have a direct or indirect supervision over the online examination centres.
- Each of the examination hall should be equipped with CCTV and individual invigilators to monitor the examinations.
- Each test centre should have competent security guards for orderly conduct of examinations.
- The bidder should have Helpdesk Support to resolve candidate queries.
- The bidder should maintain the software application and the necessary infrastructure to conduct the examinations.

General

- The Duration of examination will be around 90 minutes.
- The examination will comprise Multiple Choice Objective Questions and / or descriptive type questions.
- The software application should support online "Anywhere / Anytime Examination" with remote proctoring (Web Camera / IP based CCTV).
- The Department should be able to generate the necessary MIS reports and do the analysis within the software itself.
- The solution should have built-in security features to allow only authorized users to use the application, generate logs and audit trails.

2. Deliverables and Activities to be performed by Vendor

- Computer based exam in the centers in Pan India, this exam is to be conducted at all centres at the same time (together).
- MCQ type questions with facility of jumbling within the questions and the answers (Question papers would be set up by Department).
- Duration of the exam will be around 90 minutes.
- Medium of examination will be bilingual.
- Train Department personnel for generating question papers in their required format.
- Allocation of Exam centres.
- UPS and generator facility at the exam centres in case of power failure.
- To ensure suitable drinking water and toilet facilities.
- To ensure availability of proper security, frisking (of all student and staff) at the examination centres.
- To provide facility to candidates for mock test – through website and support.
- Completion of registration process of the candidates before start of examination (signature on attendance sheet, etc) at the examination center.
- To maintain complete log of all activities of candidates during the course of examination to enable complete audit ability of the assessment process.

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- Creation of Mock Exam
- Providing the merit list & candidate's response, raw resources, audit trail & system generated reports.
- Providing support in addressing RTI queries by providing the required data

Assessment Platform Level

- 1) The proposed examination and question paper generation software should be in-house developed by the bidder and the bidder must own the complete source code of the software being used for conducting the Computer based exam. They must have the copyright of the source code and all its components.
 - a) The bidder should have all the necessary components and dependency of source code of computer based examination system in place so that any change required in any of the components of the software can be undertaken by their in-house technical team. Required skills should be made available to make necessary configuration changes. The major/minor configuration changes in software requested by Customer must be met immediately. The bidder should have at least regular 100 technical employees employed in-house in India for Conduct of exam, development of software, maintenance of software, networking and data security. The proof of ESI/PF registration or self-declaration shall be submitted.
 - b) Different versions of Software code should be managed appropriately in a standard version control system within the organization.
 - c) Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster.
 - d) The bidder should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
 - e) The bidder should have in-house quality assurance group and a strong quality management system to do quality check of the software.
 - f) Proper security provision for source codes shall be maintained.
- 2) The bidder's software should have a facility to create question paper securely at a designated place decided by authorized personnel of Customer
- 3) The bidder must use 256 bit encryption for Question paper storage and transfer.
- 4) The system should support question randomization with option shuffling ensuring that no two question papers are alike.
- 5) The final question paper would be password protected by the end Customer and Customer will never share the password.
- 6) The bidder should provide web application to monitor, from the control center at Customer, the pre-examination, during examination and post examination activities for all the centers in India and abroad.

At any time before the submission of bids, Customer may amend the tender by issuing an addendum in writing or by standard electronic means. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended if required by Customer. Customer has right to cancel or modify the tender.

Even though bidders may satisfy the above requirements, they may be disqualified if they have:

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- a) Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- b) If confidential inquiry reveals facts contrary to the information provided by the bidder.
- c) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
- d) If bidder is engaged in any activity such as conducting of coaching classes etc. which can influence conduct of professional exam.

Other Points for bidder

- 1. The bidder should participate as a single entity, no consortium or group companies will be allowed.
- 2. The bidder shall be single point of contact with WTL and shall be solely responsible for the execution and delivery of the work. The Bidder will provide examination delivery software.

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SECTION – B

ELIGIBILITY CRITERIA

1. The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.
2. The bidder should be operating in India for a minimum of 3 years with an objective of offering relevant Computer Based Examination Services that are the subject matter of this tender. Documentary evidence to be submitted.
3. The bidder should have an annual turnover of not less than Rs. 18.00 Crores in total in the three financial years (FY –2014-15, 2015-16 & 2016-17). Bidder shall have to submit Audited Accounts / Auditor Certificate in support of their claim.
4. The bidder's Average Annual Turnover during last three financial years (2015-16, 2016–2017 & 2017-2018) should be Rs.1.00 crore or more in India from Computer Based Examination projects. Documentary evidence such as Completion / WIP Certificates from the Customer along with Order copy and Auditor's Certificate in support of the turnover figure.
5. The bidder should not have incurred any loss during last three financial years (FY –2014-15, 2015-16 & 2016-17). Bidder shall have to submit Audited Accounts / Auditor Certificate in support of their claim.
6. The bidder should have valid GST Registration Number & PAN. Bidder shall have to submit self certified photocopy of the documents.
7. The bidder must have successfully executed atleast 5 similar academic projects (conduct of CBT) in all India basis, out of which at least one project should be Conduct of Computer based Examination with capability of at least 10,000 candidates in a single shift. The documentary evidence in form of work order/contract and performance report must be enclosed on the client's letterhead. Documentary evidence to be submitted.
8. The bidder must have tie-up with primary data center with DR site infrastructure for data Security. Both the Data Centers should be located in India in different seismic zones. The data center must be Tier III/IV and ISO certified. Data Center should be certified as per the Government of India Guidelines. The infrastructure of the bidder must be Cert – in certified as per Govt. of India guidelines. Related documentary evidence is to be submitted.
9. The bidder must be able to conduct computer based examination in multiple subjects in English and Hindi. Declaration to be submitted
10. The bidder must have authorized and globally accepted software certifications like ISO-27001, ISO 9001 and CMMi Level 3/5. Copy of valid certificates to be submitted.
11. The Bidder should have own/tie-up infrastructure in all the major locations in West Bengal with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc. Documentary evidence to be submitted.
12. The bidder should have all relevant facilities and logistics available to execute the work. Execution Methodology to be submitted.
13. The bidder must show and submit suitable emergency management plan during any crisis situations/ redundancy of servers, switches, nodes additional center locations, students' data.
14. The bidder should not have been blacklisted or being involved in any criminal case registered / under investigation involving moral turpitude on the part of the bidder ; in any State / Union Territories of India by central / state government departments / undertakings or any other organization of repute. A declaration has to be submitted in bidder's letter head by the duly authorized personnel of the Bidder.
15. The bidder shall submit Bid Form (Section – E) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.

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SECTION – C

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	08.05.2018
2	Documents download/sale start date (Online)	08.05.2018
3	Last Date and time of sending the queries (Offline)	14.05.2018 at 14.00 Hrs
4	Pre Bid Meeting at WTL Office (Off Line)	16.05.2018 at 11.30 Hrs
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	23.05.2018 at 14.00 Hrs
7	Last Date & time of submission of original Demand Draft/Pay Order for cost of Earnest Money Deposit (Off line)	31.05.2018 at 11.00 Hrs
8	Last Date & time of submission of original Demand Draft/Pay Order for cost of Tender Fee, in case the bidder did not attend the Pre Bid Meeting (Off line)	31.05.2018 at 11.00 Hrs
9	Bid Submission closing date & time (On line)	29.05.2018 at 12.00 Hrs
10	Bid opening date & time for Technical Proposals (Online)	31.05.2018 at 12.00 Hrs
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-

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SECTION – D

INSTRUCTION TO BIDDER

1. DEFINITIONS

In this document, the following terms shall have following respective meanings:

“**Acceptance Test Document**” means a document, which defines procedures for testing the functioning of installed system. The document will be finalized with the contractor within 7 days of issuance of the Letter of Award.

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

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

“**Contract Price**” means the price to be paid to the Contractor for providing the Solution, in accordance with the payment terms.

“**Contractor**” means the Bidder whose bid to perform the Contract has been accepted by Tender Committee and is named as such in the Letter of Award.

“**Default Notice**” shall mean the written notice of Default of the Agreement issued by one Party to the other.

“**Fraudulent Practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive Gov. of W. Bengal of the benefits of free and open competition.

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

“**Government**” / “**Gov. of W. Bengal**” means the Government of West Bengal.

“**GoI**” shall stand for the Government of India.

“**GoWB**” means Government of West Bengal

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

“**Similar Nature of Work**” means Carrying out Computer Based Tests.

“**Project**” Carrying out Computer Based Tests on behalf of WTL for various Govt. /Semi Govt. Organization..

“**Services**” means the work to be performed by the Bidder pursuant to this Contract.

“**Interest rate**” means “364 days Government of India (GoI) Treasury Bills” rate.

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

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

“**Operator**” means the company providing the services under Agreement.

“**Requirements**” shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

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

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

2. PRE BID MEETING

Pre Bid Meeting will be held on 16.05.2018 & 11.30 hrs at premises of WTL. Bidder can send their queries as per format (Section - N) to Manager (Purchase) (arunava.saha@wtl.co.in) Ms. Anita Dey (wtladey@gmail.com) and copy to Mr. Sanjoy Das Sarma (sanjoy@webeltechnology.com). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. The entrance to the Pre Bid Meeting will be limited to two persons per bidder and carrying valid authorization letter on official letter head bearing company seal.

3. COST OF BIDDING

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

4. BID DOCUMENT

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

5. AMENDMENT OF BID DOCUMENT

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

6. MODIFICATION AND WITHDRAWAL OF BIDS

As per the bidding process available in the tender.

7. LANGUAGE OF BID & CORRESPONDENCE

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

8. BIDDER'S SOLUTION

The bidders are requested to study the Bill of Material supplied with this document carefully. While working out the solution the bidder has to work with the broad minimum specification provided in the tender documents, conforming to the model, make and Part number (wherever provided). While submitting the bid the bidder has to detail out all components needed to complete the system BOM. The bidder is required quote for each item retaining all major components/sub system detailed and specified. As the contractor will be responsible for smooth functioning of the system, availability of spares during the tenure of the warranty period have to be take care by the contractor to maintain the guaranteed uptime.

9. EARNEST MONEY DEPOSIT (EMD)

The firm shall furnish an EMD of Rs.300000/- (Rupees Three lakh only) in the form of a demand draft from a Scheduled Bank payable at Kolkata and in favour of Webel Technology Limited. Any bid not accompanied with the EMD shall be rejected.

10. FORFEITURE OF EMD

EMD made by Bidder may be forfeited under the following conditions:

If Bidder withdraws the proposal before the expiry of validity period.

During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of WTL regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.

If Bidder violates any of the provisions of the terms and conditions of the proposal.

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In the case of a successful Bidder, if Bidder fails to:

- a) Accept the work order along with the terms and conditions.
- b) Furnish performance security.
- c) Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- d) Submitting false/misleading information/declaration/documents/proof/etc.

The decision of WTL regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job for a period of one year.

11. FORMS AND FORMATS

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

12. LACK OF INFORMATION TO BIDDER

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

13. CONTRACT EXECUTION

On receipt of the Letter of Award the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 10% of the total contract value within three weeks from the date of receipt of Letter of Award/Order. The PBG should be valid for six month more than the warranty period. All delivery of the material will have to be completed within 45 days from the date of acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within 75 days from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per BOM.

14. LIQUIDATED DAMAGE / PENALTY

The job includes the supply and installation of materials mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (excluding all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party. The difference of cost incurred by WTL will be recovered from the contractor and PBG will be invoked.

15. LIABILITY

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

- Payment referred to in the Patents and Copyrights clause.
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Contractor's negligence.
- As to any other actual damage arising in any situation involving non-performance by Contractor pursuant to or in any way related to the subject of this Agreement, the charge paid by WTL for the individual product or Service that is the subject of the Claim. However, the contractor shall not be liable for
- For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data.

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

16. PATENTS & COPYRIGHT

If a third party claims that a product delivered by the Contractor to WTL infringes that party's patent or copyright, the Contractor shall defend WTL against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Contractor, provided that WTL.

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

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Remedies: If such a claim is made or appears likely to be made, WTL would permit Contractor to enable WTL to continue to use the product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, WTL agrees to return the product to Contractor on Contractor's written request. Contractor will then give WTL a credit equal to for a machine. WTL's net book value (provided WTL has followed generally accepted accounting principles for a generally available software product produced by Contractor (Program) the amount paid by WTL or 12 months charges (which ever is lesser) and for materials the amount paid by WTL for the materials. These will be Contractor's entire obligation regarding any claim of infringement.

17. SUSPENSION OF WORK

WTL shall have the power at any time and from time to time by notice to the Contractor to delay or suspend the progress of the work or any part of the work due to any other adequate reasons and on receipt of such notice the contractor shall forthwith suspend further progress of the work until further notice from WTL. The Contractor shall recommence work immediately after receiving a notice to do so from WTL. The whole or any part of the time lost for such delay or suspension shall, if WTL in its absolute discretion thinks fit, but not otherwise, be added to the time allowed for completion.

18. TERMS OF PAYMENT

Payment terms will be on back-to-back basis, i.e., payment will be made only on receipt of payment from relevant customer.

19. GOVERNING LAWS

This contract should be governed by and interpreted by Arbitration clause in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract. The selected vendor shall keep himself fully informed of all current national, state and municipal law and ordinances. The selected vendor shall at their own expense, obtain all necessary permits and license and pay all fees and taxes required by law. These will be selected vendor's entire obligation regarding any claim of infringement. The selected vendor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The selected vendor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

20. CORRUPT OR FRAUDULENT

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

21. BIDDING CLAUSE

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

The Tender Committee reserves the right:

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

22. WORKMEN'S COMPENSATION

In every case in which by virtue of the provision of the workmen's compensation Act 1923 or any other relevant acts and rules, compensation to a workmen employed by the contractor, is payable, then this should be done by the Contractor. If WTL is obliged to make any compensation under the said rules and acts, then the amount shall be recovered without prejudice, from the bills and due of the Contractor. WTL shall not be bound to contest any claim made against the Contractor in respect of workmen's compensation.

23. CONTRACTOR'S EMPLOYEES

The Contractor shall comply with the provision of all labour legislation including the requirement of the payment of Wage Act 1936 and the rules framed there under and modifications thereof in respect of men employed by him in

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carrying out the contract. The Contractor must ensure that he complies with PF, ESI regulation for all his deployed employees. The Contractor shall see that all authorized Sub Contractors under him similarly complied with the above requirement.

24. SAFETY MEASURES

The Contractor shall in the course of execution of the work take all necessary precaution for the protection of all persons and property. The Contractor shall take adequate measures to protect the work and prevent accident during the work. In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the contractor in taking proper precautionary measures the contractor shall be responsible for and must make good the loss the damage at his own cost to the satisfaction of the department and employees of the department shall be indemnified from all claims or liabilities arising there from or any expenses incurred on account thereof.

25. EQUIPMENT

All tools & tackles necessary for the work shall have to be procured by the contractor unless other wise specified elsewhere in these tender documents. The equipment used by the contractor for a particular work must be appropriate for the type of work. The contractor shall maintain the equipment used on the work properly so that they are in good working condition. In no case shall the contractor use defective or imperfect equipment in the work. The contractor shall arrange to replace or repair all defective equipment so that the progress of the work is not hampered. No defective equipment should be left at the site of work and the department shall not be responsible for any loss or damage to any of these equipments during the course of the execution of the work.

26. SUB-CONTRACT

The purchaser (WTL) does not recognize the existence of Sub-Contractors. The Contractor's responsibility is not transferable. No consortium is allowed.

27. TERMINATION FOR DEFAULT

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

28. BANKRUPTCY

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

29. FORCE MAJEURE

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

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

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

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

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

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

30. PERFORMANCE BANK GUARANTEE (PBG)

As a guarantee for timely delivery, installation and commissioning of equipment as well as performance of on-site warranty support, as mentioned in Bill of Material, from the date of final acceptance of systems and pertaining to proper running of the systems, the bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized bank as per format enclosed (Section – R).

31. NO WAIVER OF RIGHTS

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

32. ENFORCEMENT OF TERMS

The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

33. PERIOD OF VALIDITY OF OFFER

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

34. TAXES & DUTIES

- The prices shall be inclusive of all taxes & levies including GST and other statutory duties as applicable. Rate of taxes should be indicated separately in the Price Bid.
- Contract Price specified in Price Bid should be based on the taxes & duties and charges prevailing at the date one day prior to the last date of Bid submission.
- Statutory deduction, wherever applicable, shall be made from invoice as per government rules. Necessary certificate will be issued for such deductions.
- Bidder submitting a bid shall produce valid statutory documents / certificates with respect to GST, Income Tax, ROC, Prof. Tax, Trade Licence, etc. All such documents / certificates shall remain valid on the last date of tender submission.
- In case of inter-state transaction, WTL will provide "Waybill". However, statutory charges, if any will be borne by the bidder.
- GST component of the invoice of the bidder may be kept on hold in case there ia any mismatch / irregularity in GST return filling on the part of the bidder.

35. DISCREPANCIES IN BID

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- Discrepancy between description in words and figures, the rate which corresponds to the words quoted by the bidder shall be taken as correct.
- Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate then the unit rate shall be regarded as firm.
- Discrepancy in totaling or carry forward in the amount quoted by the bidder shall be corrected.

36. BID DUE DATE

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

37. LATE BID

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

38. OPENING OF BID BY WTL

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

39. CONTACTING WTL

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

40. WTL'S RIGHT TO REJECT ANY OR ALL BIDS

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

41. BID CURRENCIES

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

42. PRICE

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

43. CANVASSING

Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render him liable to penalties, which may include removal of his name from the register of approved Contractors.

44. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

45. FORMATS AND SIGNING OF BID

The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory(ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the proposal. The proposal shall contain no interlineations, erasures or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialed with date by the authorized signatory after striking out the original words/figures completely.

46. WITHDRAWAL OF BID

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Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period. Fresh Bid may be called from eligible bidders for any additional item(s) of work not mentioned herein, if so required.

47. INTERPRETATION OF DOCUMENTS

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

48. SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK

WTL reserve the right to split up and distribute the work among the successful bidders and to curtail any item of work in the schedule partly or fully.

49. PREPARATION OF TENDER

Tender shall be submitted in accordance with the following instructions:

- a) Tenders shall be submitted in the prescribed forms. Digital signatures shall be used. Where there is conflict between the words and the figures, the words shall govern.
- b) All notations must be in ink or type written. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons signing the tender.
- c) Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral, telegraphic or telephonic proposals for modifications will be acceptable.
- d) Tenders shall be uploaded as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders.
- e) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- f) Each and every page of the tender document must be signed with company seal by the bidder.
- g) Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter.

50. ERASURES OR ALTERNATIONS

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

51. COMPLIANCE WITH LAW

The contractor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

52. CLARIFICATION OF BIDS

During evaluation of the bids, the Customer/Tender Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (fax/email) and no change in the substance of the bid shall seek offered or permitted.

53. GENERAL TERMS

- a) All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- b) All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and WTL reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
- c) No Technical/Commercial clarification will be entertained after opening of the tender.

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- d) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- e) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WTL reserve the right to increase or decrease the quantity specified in the tender.
- f) WTL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
- g) WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- h) No dispute by the bidders in regard to Technical/Commercial points will be entertained by WTL and decision taken by the Tender Committee will be final.
- i) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- j) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- k) The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
- l) The customer/WTL at its discretion may extend the deadline for the submission of Bids.
- m) The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

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SECTION – E

BID FORM

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

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

Sub: Carrying out Computer Based Tests on behalf of WTL for various Govt. /Semi Govt. Organization..

Dear Sir,

1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/INT/CBT/18-19/003 dated 08.05.2018, do hereby propose to execute the job as per specification as set forth in your Bid documents.
2. The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.
3. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
4. Earnest Money Deposit: We have enclosed EMD in the form of Demand draft for a sum of Rs. 300000/- (DD no. _____ dated _____ drawn on _____).
5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
6. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
7. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid (BOQ).
8. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, thisday of2018

Thanking you, we remain,

WEBEL TECHNOLOGY LIMITED

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

Signature & Authorized Verified by

.....
Signature

.....
Name in full

.....
Designation

.....

Company Stamp

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SECTION – F

TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

1. EVALUATION PROCEDURE

- The Eligibility Criteria (Section - B) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- The Tender Committee would evaluate the Techno Commercial Evaluation. In order to facilitate the evaluation, the marking scheme presented is an indication of the relative importance of the evaluation. Bidders securing a minimum of 80% marks in the Techno Commercial Evaluation for Financial Bid evaluation.

2. FINAL EVALUATION

The evaluation methodology would take into consideration the Techno Commercial responsiveness. During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score for the Techno Commercial Bid as defined in the table below:

Bidder's Track record – 50 Marks

Sl. No.	Parameter	Max Score	Details	Break Up
1.	Prior Experience in conducting online Examination Pan India	10	Above 3 Years	10
			Up to 3 Years	5
2.	Successful completion of Pan India Center based test	10	Successfully Conduction of more than 5 examination in India	10
			Successfully Conduction of up to 5 examination in India	5
3.	Average Turn Over last three Financial years (15-16,16-17,17-18)	10	Above 18 Crore	10
			Up to 18 Crore	5
4.	Certificates	5	ISO 9001 & ISO 27001	1
			Cert-In	1
			CMMI Level - 3	1
			CMMI Level - 5	2
5.	No. of Permanent Employee	5	Employees – Above 100	5
			Employees – Up to 100	2
6.	Test Center capabilities – Capabilities to conduct exam in a single shift Pan India (No. of nodes available)	10	Above 1,00,000 nodes	10
			From 50,000 to 1,00,000 nodes	5

All claims to be supported by relevant documents / certificates. Onus of substantiating claims lies with the bidder.

Capability for conducting CBT (Technical demonstration) – 50 Marks

Sl. No.	Requirement	Compliance (A/N)	Marks
1	Click by click real time audit log		4
2	Support of at least 10000 concurrent user		4
3	Question bank is stored in encrypted form		3
4	All responses of user should be up to server in real time		3
5	Each student will get questions and options in different order selected randomly from a fixed Question Databank.		3
6	It must support TCP/IP or be network protocol independent. The product must work in network environment (web based) with multiple users.		3
7	The students just need to use the mouse and click on the Right		(One Mark

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	<p>Choice / Correct option from the multiple choices /options given with each question.</p> <p>i) Objective types of questions presently consist of Multiple Choice and True/False type questions. To enhance the base of its question bank Department may add soon other type of Objective type Questions e.g. matching the information in two tables, filling in the blanks, etc. shall also be included in the Question Databank.</p> <p>ii) The answers to the questions are to be marked by clicking the appropriate radio button.</p> <p>iii) For Multiple Choice Questions, each question has four five options, and the candidate has to click the appropriate option.</p> <p>iv) For True/False Type Questions, each question has two options, and the candidate has to click appropriate option.</p>		<p>each for i, ii, iii, iv) Maximum 4 Marks</p>
8	<p>The sequence of steps to be followed by each examinee for appearing in Examination will be as follows:</p> <p>a) The students will have to enter required data for authentication on the screen displayed.</p> <p>b) The student's details including photograph shall appear on the screen, which will be verified by invigilator.</p> <p>c) The examinee will get Instructions to guide through the test.</p> <p>d) The Time of the examination begins only when the 'Start Test' button is pressed.</p> <p>e) The examinee proceeds answering the questions one by one by clicking on the small grey circle next to the chosen answer.</p> <p>f) The examinee can move to First, Last, Previous, Next and Un-answered questions by clicking on the buttons with respective labels displayed on screen throughout the test.</p> <p>g) The answers can be changed at any time during the test and are saved automatically.</p> <p>h) It is possible to Review the answered as well as the Un-answered questions.</p>		<p>(One mark each for a, b, c, d, e, f, g, h) Maximum 8 Marks</p>
9	The Time remaining is shown in the Right / Left Top Corner of the screen		2
10	The system automatically shuts down when the time limit is over OR alternatively if examinee finishes the exam before time he can quit by pressing the 'End Test' or any other designated button in the application provided by the bidder.		2
11	It must provide fail-over backup and recovery capabilities.		2
12	In case of any technical snag during the examination time candidate should get same set of questions with answers already marked if he scheduled for the examination on the same day and same batch		2
13	If WTL / the end customer wants to have access to the "Question paper" answered by the candidates at any future date the system should able to retrieve the "Question paper" at own.		2
14	Apart from objective type of testing the system must support the descriptive type of questions where in candidates will type the answers and separate multilevel evaluation for evaluators / examiners is available		1
15	The test administrators are certified and well versed with system functionalities		1
16	The access to the PC at the centers is password protected		1
17	All the centers have installed CCTV		1
18	The PC provided at the centers are as per the configuration suggested by you		1
19	Every centre has the UPS or any other power back up arrangement		1
20	The test centre has Broadband internet connection and in case of disruption in internet connection from ISP has the alternate arrangement with other ISP		1
21	The location of the test centre is such that candidates can reach the centre easily		1

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Note:

“**A**” means Available, “**A**” will fetch Full marks

“**N**” means Not available, “**N**” will fetch Zero marks

All related documents to be submitted. Any false claim at any stage will lead to blacklisting of the bidder (without assigning any reason whatsoever from the tendering authority) as also cancellation of the Work Order and the bidder will be devoid of any financial remuneration against full/ partial completion of the tasks.

Financial Proposal of the bidders qualifying in the evaluation as mentioned above will be evaluated. The bidder who has qualified in the evaluation and returns with lowest quote (L1) in financial bid would normally be awarded the contract subject to Post Qualification.

3. AWARDING OF CONTRACT

An affirmative Post Qualification determination will be prerequisite for award of the contract to the lowest quoted bidder. A negative determination will result in rejection of bidder's bid, in which event the WTL will proceed to the next lowest evaluated bidder to make a similar determination of that bidder's capability to perform satisfactorily. The successful bidder (s) will have to give security deposit in the form of Performance Bank Guarantee.

4. POST QUALIFICATION

The determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualification, as well as other information WTL deems necessary and appropriate. This determination may include visits or interviews with the Bidder's client's reference in its bid, site inspection, and any other measures. At the time of post-qualification, Directorate of es may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the detailed Technical Specification.

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SECTION – G

GUIDANCE FOR E-TENDERING

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

- **Registration of Bidder:**
Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to <https://wbtenders.gov.in>. The Bidder is to click on the link for e-Tendering site as given on the web portal.
- **Digital Signature Certificate (DSC):**
Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.
- The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- **Participation in more than one work:**
A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If, found to be applied severally in a single job all the applications will be rejected.
- **Submission of Tenders:**
Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats)

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

Techno Commercial Cover:

Technical Document1 (scanned & join in pdf format then upload)

1. Copy of Demand Draft of Earnest Money Deposit (EMD)
2. Copy of Demand Draft of Tender Fee

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

1. N I T Declaration duly stamped & signed in bidder's letter head, Section - L

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

1. Bid Form as per format (Section – E)

Financial Cover:

BOQ will be downloaded and same will be uploaded with quoted rates. While uploading BOQ file name shall remain unchanged. Absence of this document shall lead to summary rejection of the bid.

NON-STATUTARY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:
(In each folder, scanned coy will be uploaded with single file having multiple pages)

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Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none"> • GST Registration Number • PAN
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul style="list-style-type: none"> • Document as per Clause – 1 of Section – B • Document as per Clause no. 12 of Section – B
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> • Company Profile (Not more than 3 pages) • Documents as per Section - F
C	CREDENTIAL	CREDENTIAL 1	<ul style="list-style-type: none"> • Order copies as per Clauses of Section – B
		CREDENTIAL 2	<ul style="list-style-type: none"> • Other documents, if any
D	DECLARATION	DECLARATION 1	<ul style="list-style-type: none"> • List of Clients as per format (Section – M) • Financial Capability of Bidder as per format (Section – H)
		DECLARATION 2	<ul style="list-style-type: none"> • Document as per the Section – F
		DECLARATION 3	<ul style="list-style-type: none"> • Bidder's Details as per format (Section – I)
		DECLARATION 4	<ul style="list-style-type: none"> • Documents as per Section - B
		DECLARATION 5	<ul style="list-style-type: none"> • Documents as per Section - B
F	FINANCIAL INFO	P/L & BALANCE SHEET 2014-2015	P/L & BALANCE SHEET 2014-2015
		P/L & BALANCE SHEET 2015-2016	P/L & BALANCE SHEET 2015-2016
		P/L & BALANCE SHEET 2016-2017	P/L & BALANCE SHEET 2016-2017

Note:

The hard copy of the total set of documents uploaded in e-Tender site except BOQ to be submitted in sealed envelope to Manager (Purchase), Webel Technology Ltd. before opening of Technical Bid. The envelope superscripted with words "Hard copy of document uploaded against Tender no. WTL/INT/CBT/18-19/003 except BOQ".

WEBEL TECHNOLOGY LIMITED

SECTION - H

FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/INT/CBT/18-19/003)

FINANCIAL INFORMATION

Sl. No.	Name of the Bidder	Turnover (Rs. / Crores)		
		2014-15	2015-16	2016-17
1				

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

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

WEBEL TECHNOLOGY LIMITED

SECTION - I

BIDDERS'S DETAILS

(Tender No. WTL/INT/CBT/18-19/003)

1	Name of the Firm	
2	Registered Office Address	
	Contact Number	
	Fax Number	
	E-mail	
3	Correspondence / Contact address	
	Name & Designation of Contact person	
	Address	
	Contact Number	
	Fax Number	
4	Is the firm a registered company? If yes, submit documentary proof	
	Year and Place of the establishment of the company	
6	Former name of the company, if any	
7	Is the firm <ul style="list-style-type: none">▪ a Government/ Public Sector Undertaking▪ a propriety firm▪ a partnership firm (if yes, give partnership deed)▪ a limited company or limited corporation▪ a member of a group of companies, (if yes, give name and address and description of other companies)▪ a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project.	
8	Is the firm registered with GST? If yes, please mention your GST no. & submit valid certificate.	
9	Total number of employees. Attach the organizational chart showing the structure of the organization.	
10	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
11	How many years has your organization been in business under your present name? What were your fields when you established your organization	
12	What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary) <ul style="list-style-type: none">▪ Manufacturer▪ Supplier▪ System Integrator▪ Consultant▪ Service Provider (Pl. specify details)▪ Software Development▪ Total Solution provider (Design, Supply, Integration, O&M)▪ IT Company	
13	Number of CBT centers in West Bengal?	
14	Does your organization have valid ISO 9001, 27001 & CMMi Level 3/5 certificates at the time of submission of the bid?	

WEBEL TECHNOLOGY LIMITED

15	List the major clients in India with whom your organization has been / is currently associated.	
16	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
17	Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking? (Give details)	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION - J

FORMAT FOR PRE-BID MEETING QUERY

(Tender No. WTL/INT/CBT/18-19/003)

Name of the Bidder:

Queries

Sl. No.	Section No.	Clause No.	Page No.	Queries

Note: The filled form to be submitted in XLS & PDF Format. There is a cut off date for receiving of queries before Pre Bid Meeting. Queries received after the cutoff period will not be accepted. The Purchaser reserves the right to respond all queries over e-mail. Any deviation from the format in .xls & .pdf will not be considered as a pre bid query and WTL will not bound in any manner to respond to the same.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION - K

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT –CUM-PRFORMANCE GUARANTEE

Ref Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

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

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

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

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

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

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

WEBEL TECHNOLOGY LIMITED

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

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

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

SIGNED, SEALED AND DELIVERED

(Stamp of the executants)

WITNESS

1) _____

2) _____

(Name & address in full with Rubber Stamp)

WEBEL TECHNOLOGY LIMITED

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. Bank Guarantee (B.G.) for Advance payment, Mobilization Advance, B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non- Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalised Bank/ Scheduled Commercial Bank preferably on a branch located in Kolkata. B.G. from Co-operative Bank / Rural Banks is not acceptable.
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The content of the B.G. shall be strictly as Proforma prescribed by WTL in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
11. Issuing Bank / The Bidder are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to WTL.

WEBEL TECHNOLOGY LIMITED

SECTION – L

NIT DECLARATION

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

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

Sub: Carrying out CBT on behalf of WTL for Govt. / Semi Govt. organization.

Dear Sir,

We the undersigned bidder/(s) declare that we have read and examined in details the scope of work and other documents of the subject tender no. Tender No. WTL/INT/CBT/18-19/003 dated 08.05.2018 for carrying out CBT on behalf of WTL for Govt. / semi Govt. organizations published by Webel Technology Limited in e-Tender website.

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

Thanking you, we remain

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

Dated, thisday of2018

WEBEL TECHNOLOGY LIMITED

SECTION – M

LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/INT/CBT/18-19/003)

Sl. No.	Name of the Client	Address	Contact Person	Designation	Contact Numbers

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____