

**REQUEST FOR PROPOSAL
FOR
SELECTION OF SYSTEM INTEGRATOR TO
DESIGN, DEVELOP, IMPLEMENT & AND MAINTAINANCE OF INTEGRATED WEB BASED
APPLICATION
FOR
WEST BENGAL POLLUTION CONTROL BOARD**

Tender Number : WBPCB/ACSOFTWARE/e08/2021(2nd)

Date: 23/02/2021

Techno Commercial Bid



West Bengal Pollution Control Board

Paribesh Bhavan, 10A, Block-L.A., Sector III,

Salt Lake City, Kolkata - 700 106

DISCLAIMER

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

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

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

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

ABBREVIATION

Abbreviations	Descriptions
API	Application Programming Interface
CERT-In	Indian Computer Emergency Response Team
CMMi	Capability Maturity Model Integration
CR	Change Request
DMS	Document Management System
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
EMIS	Environment Management Information System
EMS	Environment Management System
FMS	Finance Management System
FRS	Functional Requirement Specification
Gol	Government of India
GoWB	Government of West Bengal
GST	Goods and Service Tax
HLD	High Level Design
IEC	International Electro technical Commission
IEEE	Institute of Electrical and Electronics Engineers
IPR	Intellectual Property Right
ISO	International Organization for Standardization
LLD	Low Level Design
LoI	Letter of Intent
MSA	Master Service Agreement
NIC	National Informatics Center
NIT	Notice Inviting Tender
NMS	Network Management System
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PHP	Hypertext Preprocessor
PIS	Personnel Information System
PSU	Public Sector Undertaking
QCBS	Quality Cost Based Solution
RFP	Request for Proposal
SDD	System Design Document
SLA	Service Level Agreement
SRS	System Requirement Specification
TEC	Technical Evaluation Committee
TNA	Training Need Analysis
UAT	User Acceptance Test

Abbreviations	Descriptions
USB	Universal Serial Bus
VPN	Virtual Private Network
WBEIDCL	West Bengal Electronics Industry Development Corporation Limited
WBPCB	West Bengal Pollution Control Board

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NOTICE INVITING REQUEST FOR PROPOSAL

Tender Reference Number: WBPCB/ACSOFTWARE/e08/2021(2nd) DATE:23/01/2021

West Bengal Pollution Control Board (WBPCB), invites 2nd Call of e-tender for the work mentioned in the Table 1. E-Tenders are invited from reputed organizations (as System Integrator) having sufficient experience and credentials for successful completion of project related with Design, Development, Implementation and Five (5) Years Maintenance of Integrated Web based Personnel Information, Finance Management, Inventory Management, Document Management Application preferably in Government Department/PSU/Corporation/Board in India. Submission of bid should be through electronic bidding process.

Brief Description of Work	Tender Document Cost in ` (Non-Refundable)	Earnest Money Deposit in ` (Refundable)
Design, Development, Implementation and Five (5) Years Maintenance of Integrated web application for West Bengal Pollution Control Board including migration of old data and hosting of application at State Data Centre / Govt. Approved Cloud hosting Centre.	Rs. 5,000/- (Rupees Five Thousand)	Rs 1,50,000/- (Rupees One Lakh Fifty Thousand)

Table 1: Detail of the Scheme

GENERAL GUIDELINES FOR E-TENDERING

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

a. 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.

b. 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 NIT 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.

c. Submission of Tenders:

Tenders are to be submitted online to the website wbtenders.gov.in (Technical Proposal & Financial Proposal), on or before the prescribed date & time using the Digital Signature Certificate (DSC). The documents to be uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non-readable formats).

IMPORTANT DATES AND INFORMATION

Sl. No.	Information	Details
1.	RFP No. and Date	WBPCB/ACSOFTWARE/e08/2021(2nd) Date: 23/02/2021
2.	Brief Description of Project	Design, Development, Implementation and Five (5) Years Maintenance of Integrated web based application for West Bengal Pollution Control Board including migration of old data and hosting of application at State Data Center / Govt. Approved Cloud hosting Center.
3.	Tender document Fee (Through online)	Rs.5,000/-
4.	Earnest Money Deposit (Through online)	Rs.1,50,000/-
5.	Date of uploading of NIT & other Documents (Online) (Publishing Date)	23/02/2021 at 17.00 hrs.
6.	Documents download start date (Online)	23/02/2021 from 18.00 hrs.
7.	Last date & time for submission of written queries (offline) from agencies for clarifications. It may kindly be noted that written queries are to be submitted by email/post only. Note: No phone call will be entertained	03/03/2021 upto 17.00 hrs.
8.	Date & Time of pre-bid conference (Offline)	05/03/2021 at 11.30 hrs.
9.	Place of pre-bid conference	Paribesh Bhawan, Salt Lake, Kolkata.
10.	Bid Submission start date & time (Online)	10/03/2021 from 17.00 hrs.
11.	Bid Submission closing date & time (Online)	31/03/2021 upto 15.00 hrs.
12.	Bid opening date & time for Technical Proposals (Online)	31/03/2021 at 16.00 hrs.

Table 2: Important Dates & Information

SECTION-A: BACKGROUND & OBJECTIVE OF THE PROJECT

1. Project Background

WBPCB is functioning with a number of business process under various cell like Planning, Operation & Execution, Environment Impact Management, Operation & Maintenance, Waste Management, Air Quality, Noise Monitoring & Training, Public Grievance, Legal, RTI, Public Relations, Publicity & Awareness, Administration & Establishment, Accounts, Computer and Central Laboratory Cell to focus on better and sustainable business environment through adequate provision of infrastructure. In this regard, WBPCB is pursuing wide range of process reforms to bring out effective and sustainable change in existing EMIS system and internal efficiency for smooth operations. In their quest to embark upon an augmentation journey, WBPCB intends to set up an enhanced EMIS system.

WBPCB believes that augmentation of the existing EMIS is an opportunity to transform the board's commitment to be automated business process centric, enhance resource effectiveness & efficiency through improved access to accurate information and transparent and responsive government institutions.

Although WBPCB has already adopted computerisation way back in 2008, however the existing EMIS system has its own limitation in order to effectively perform as per the increased operational demand of the board.

The various entities covered under WBPCB has been visualized as various sections working in a tandem. It had developed Environmental Management Information System in the year of 2008 that comprises of certain core functionalities of WBPCB, primarily spanning three major modules, namely, Personnel Information System (PIS), Payroll and Accounts.

The application is developed in PHP with PostgreSQL database and installed on Debian-7. The application is currently deployed within the premises of WBPCB and the user base is confined to the WBPCB users based out of Paribesh Bhavan in Salt Lake.

Currently, the system is developed with limited features and functionalities and it has been observed that the system is currently not completely able to meet the evolving business

requirements of WBPCB. Thus, the Board has decided to upgrade the system with several new features and modules like i) Personnel Information System (PIS), ii) Pay Role System (PRS), iii) Finance & Accounts Management System (FAMS) including Trustee accounts viz. GPF, CPF and PENSION, iv) Inventory Management System (IMS) & v) Document Management System (DMS) The purpose of this RFP is to select a System Integrator agency to develop and implement a secured, user friendly, fast responsive enhanced EMIS which will meet all the current and envisaged future requirement of WBPCB.

2. Objective of the Project

The objective of the project is to devise a plan to Design, Develop, Implement and Maintenance of Integrated at Web Based Application for West Bengal Pollution Control Board(WBPCB). This will ensure better delivery of services and improved performance in the activities involving the concerned stakeholders from various sections under WBPCB as well as to enhance the effectiveness, transparency and accountability in the processes of the board.

Given below are the objectives of augmenting the existing EMIS Solution:

- a. Improvement in service experience
- b. Meeting the modernizing business processes and systems
- c. Automation of business solutions to the maximum extent
- d. Increasing operating efficiency
- e. Integrated information from various sources
- f. Better forecasting and reporting using business analytics
- g. Robust statutory reporting/regulatory compliance
- h. Better workflow management

SECTION - B: INSTRUCTION TO BIDDER

1. Definition

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

“Similar Works” shall comprise of implementation of web-based Finance Management / Personnel Information System / Inventory Management / Document Management etc. solution in a Government Department/PSU/Corporation/Board in India.

“Acceptance Test Document” means a document, which defines procedures for testing the functioning of installed system. The document will be finalized with the successful bidder within 7 days of Approval of SRS.

“Agreement” means the Agreement to be signed between the successful bidder and West Bengal Pollution Control Board (WBPCB) including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

“Bidder” means any firm offering the 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 with whom WBPCB signs the agreement for supply, install, commission and render services for the systems.

“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.

“SI/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.

“Confidential Information” means all information including WBPCB Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, which is disclosed to or otherwise learned by the Bidder in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement).

“Deliverables” means the products and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in this RFP, Implementation, operation and the Maintenance phases and includes all documents but not limited to the Unencrypted

Source Code, SRS, Design and Test Cases, Test Data, Training Manual (for Application), User Id and Passwords, compilation scripts, user manual, technical manual, and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications.

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

“**Installation**” Shall mean installation of web based solution to achieve functional objectives defined in the RFP.

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

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

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

“**Implementation Period**” shall mean the period from the date of signing of the Agreement and up to the issuance of Final Acceptance Certificate for the project.

“**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 WBPCB to place the Purchase Order with the successful bidder.

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

“**Project**” Implementation of web based solution for WBPCB

“**Project Implementation**” means Project Implementation as per the testing standards and acceptance criteria prescribed by Client or its nominated agencies.

“**Project Plan**” means the document to be developed by the Contractor and approved by WBPCB, based on the requirements of the Contract. The project plan may be changed/ modified during the

course of the project. Should the Project Plan conflict with the provisions of the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

“**Period of Agreement**” means Six and half (6 ½) years from the date of Contract.

“**Material Breach**” means a breach by either Party (Client or Bidder) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure.

“**Parties**” means Client and Bidder for the purposes of this Agreement and “**Party**” shall be interpreted accordingly.

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

“**System Integrator/SI/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.

“**WBPCB**” mean West Bengal Pollution Control Board

“**Termination Notice**” means the written notice of termination of the Agreement issued by WBPCB

“**Uptime**” means the time period when specified services are available with specified technical and service standards as mentioned in section titled WARRANTY SUPPORT” “**%Uptime**” means ratio of 'up time' (in minutes) as mentioned in section titled “Warranty support”

“**Integrated Web Based Application**” means the integrated web based application related to Personnel Information System, Finance Management, Inventory Management, Document Management implemented by the Bidder for the purposes of the Project and includes the licensing of the application along with associated documentation, customization of the application (if required) and the improvements and enhancements effected during the term of the Project.

“**Successful Implementation/Go-Live**” will mean:

- Successful deployment, commissioning and UAT of the solution modules implemented during the phase
- Successful Data migration after verification and approval by WBPCB
- Achievement of the Service Levels as expected during all phases
- Acceptance / Sign off from WBPCB

- Training and capacity building

“**Services**” means the services delivered to the Stakeholders of Client or its nominated agencies, employees of Client or its nominated agencies, and to professionals, using the tangible and intangible assets created, procured, installed, managed and operated by the Bidder including the tools of information and communications technology and includes but is not limited to the list of services specified in this RFP.

“**Service Level**” Means the level of service and other performance criteria which will apply to the Services delivered by the bidder.

“**SLA**” means the Performance and Maintenance SLA executed as part of the Master Service Agreement.

“**WBPCB Data**” means all proprietary data of the West Bengal Pollution Control Board (WBPCB) generated out of operations and transactions, documents pertaining to the web based application development.

2. Submission of Bid

Bids are to be submitted through online to the website stated above, one is Technical Proposal & the other is Financial Proposal on or before the prescribed date & time using the Digital Signature Certificate (DSC). The virus scanned copy of the documents are to be uploaded, duly digitally signed. The documents will get encrypted (transformed into non-readable formats).

- a) Each Bidder shall submit one Bid. A Bidder who submits or participates in more than one Bid will be disqualified. The Bid to be prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and **the Board or the Board** shall be written in English. Failure to comply with this may disqualify a bid.
- b) Bidding Documents will be available only at Websites: <https://wbtenders.gov.in> or <https://www.wbpcb.gov.in/tenders>. **Eligible Bidders can be download a complete set of bidding documents.**
- c) If the bid is submitted by the Manufacturer, then they should have authorized representative for providing service during 1 year warranty and 5 years AMC period.
- d) The Bidders are requested to quote total price of each item separately indicating the Govt. levies, freight, insurance, transportation charges and their installation charges to WBPCB. Necessary duty exemption certificate as applicable will be provided. The bidders are expected to examine the bidding documents carefully and are deemed to have received and read all documents. It shall be the responsibility of the bidder to request the copies of any missing documents. Failure to do so will be at bidder’s risk.

- e) The Bidding will take two part bidding procedure Part-1) Techno Commercial Bid and Part-2) Financial Bid through e-tender system.
- Both part of the Bid shall be submitted simultaneously through e-tender system by the designated date in the bid document. Techno-Commercial bids (all folders of **A&B** of Tender document) will be opened and evaluated first. Only the bidders whose Techno-commercial bid is found responsive will be notified by the Board and the techno commercial evaluation status will be uploaded through e-tender system. Financial Bids (BoQ in excel format & annexure-11 in PDF format of tender document) of techno- commercially successful bidder(s) will thereafter be opened and the date of opening of the Financial Bid will also be informed through e-tender system.
 - The Techno-commercial Bid shall consist of two (2) Folders i.e. Folder "A", will contain the qualification documents and the Folder "B" will contain technical specifications given below(annexure-7).
 - The Financial Bid (Folder C) shall consist of documents including the priced part of the deliverables in BOQ in excel format and Annexure-11 in PDF format.
 - The bidder must quote for complete scope of work in the package. In case the bidder does not quote for complete scope of work, the bid shall be rejected at Techno-commercial evaluation stage.
 - The bidder shall bear all costs associated with the preparation and delivery of its bid, and purchaser will in no case be responsible or liable for those costs.

Prior to detailed evaluation of Techno-commercial bids, the Board will determine the substantial responsiveness of each Bid to the Bidding Documents including acceptable quality of goods offered. A substantially responsive Bid is one, which conforms to all terms and conditions of the Bidding Documents without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with bidding documents, the Owner's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

No deviation, whatsoever, is permitted by the Owner to the provisions relating to the following clauses (important Conditions):

- Bid security .
- Resolution of Disputes ,
- Applicable law ,
- Taxes & duties ,
- Performance security ,
- Force Majeure.
- Payment terms
- Delivery schedule

A bid with deviation to any of the above clauses (important Conditions) will be liable to be rejected.

The State Board's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the State Board, and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

Evaluation of Techno-commercial Bid

- (1) The Board will determine the responsiveness of the Techno-commercial Bids for opening of Financial Bid, if the Techno-commercial Bid meets satisfactorily technical specification and any other information, which the Board consider relevant.
- (2) If a Bidder is found not substantially responsive to the technical requirement, the Techno-commercial Bid will be rejected and the subsequent information as to opening of the Financial Bid will not be notified.
- (3) If the Techno-commercial clarifications are required by the Board to any part of the Techno-commercial Bids, the Bidder will be requested to clarify the same through e-procurement portal.

Documents to be submitted in Techno & Commercial Bid (Part-I):-

Folder	Documents to be uploaded by the Bidder
Folder "A"	<ul style="list-style-type: none"> • Bidder's particulars (as per format at annexure-2)
	<ul style="list-style-type: none"> • Annual Turnover for last three years - 2017-18,2018-19,2019-20 (as per format at annexure-3)
	<ul style="list-style-type: none"> • Self-declaration from bidder for not being blacklisted by any Government Entity (as per format at annexure-4)
	<ul style="list-style-type: none"> • Power of attorney to the authorised signatory of the bid.(Annexure-14)
	<ul style="list-style-type: none"> • Bidder's Credentials for past works during last seven (7) years before 31.12.2020 (as per 2.a of summarised technical evaluation criteria, Section-D, page-44 format at annexure-8).
	<ul style="list-style-type: none"> • Certified copies of valid PAN, CMMI Level certification (level 3 and above), GST registration etc. (as per sl .no 7 of eligibility criteria and sl.no-4 of annexure-1)
	<ul style="list-style-type: none"> • Certificate from HR department mentioning the relevant manpower strength- as per sl.no.3 of annexure-1 & sl.no-5 of summarised technical evaluation criteria, Section-D, page-44
	<ul style="list-style-type: none"> • Proposed solution as per 3.a of summarised technical evaluation criteria, page-46
	<ul style="list-style-type: none"> • Proposed approach and methodology to perform the work in this assignment as per 3.b of summarised technical evaluation criteria, page-46

	<ul style="list-style-type: none"> Confirmation for presentation on understanding of the requirement and quality & merit of the proposed solution along with work plan as 3.a of summarised technical evaluation criteria, Section-D, page-44
	<ul style="list-style-type: none"> Form of Capability & Experience of After Sales services-Attachment 10
	<ul style="list-style-type: none"> Recourse deployment as per annexure -9A,9B
	<ul style="list-style-type: none"> Legal documents relating to the formation of Joint Venture / Consortium.
Folder "B"	<ul style="list-style-type: none"> Deviation Schedule in Attachment 1. Bidders Response to the Technical Requirements given in Annexure-I NIT Declaration (as per format at annexure-7).

- ✓ In case that there is no deviation from the Board's requirement, the Bidder must write down "complied" in the column for "Bidder's Response" and it is not necessary to rewrite the same words of the requirements.
- ✓ In case of any deviation from the requirement the Bidder must write down the "not complied" & the deviation in the blanks under "Bidder's Response".
- ✓ The Bidder shall clearly indicate contents and quantities of standard accessories for the proposed Equipment in the blanks.
- ✓ The Bidder shall understand that decision of the Board will be binding in regards of anything not specifically mentioned in the technical specification.
- ✓ The Bidders shall offer only one manufacturer, one brand and one model.
- ✓ Complete set of original catalogues and/or photographs and/or pamphlets illustrating principal feature.

3. Query

The queries shall be submitted in the format as provided below. Queries will be sent to Shri Debasish Sarkar, Sr. Environmental Engineer, see2.wbpcb-wb@bangla.gov.in (through email). Each Bidder shall send only one e-mail containing the Pre-Bid Queries, as per format (mentioned in Table 3). In case of more than one e-mail, only the queries provided in the first e-mail shall be considered.

4. Pre-Bid Meeting

Pre-Bid meeting will be held on 05/03/2021 at 11.30 hrs.at Paribesh Bhawan, 10A, Block-LA, Sector-III, Bidhannagar, Kolkata-700106. The bidder or his authorized representative is invited

to attend the pre-bid meeting to be held at the office of the Board on the date and time mentioned above. If required the Pre-bid conference will continue on next working day.

- a) The purpose of the conference will be to clarify issues regarding the Bidding Document.
- b) The bidder is required to submit questions in writing or by cable to reach the Board's office with a copy to the owner, not later than 03/03/2021 upto 17.00 hrs.
- c) Record notes of conference including the text of the questions raised and responses given will be transmitted without delay to prospective bidders who have purchased the Bidding Documents. Any modification of the Bidding Document which may become necessary as a result of the pre-bid conference shall be made by the Board through the MINUTES of the pre-bid meeting.
- d) Non-attendance of the pre-bid conference will not be a cause for disqualification of a bidder.
- e) The bidder shall depute maximum two authorized persons to take part in pre-bid conference.
- f) The bidder is not expected to raise any additional query after pre-bid conference and the Board is not obliged to reply any such query.
- g) The pre-bid conference shall be open to any prospective bidders.

For amendment in bidding documents or extension of bid submission date, if any, bidders are requested to visit website <https://wbtenders.gov.in> or <http://www.wbpcb.gov.in/tenders> till **10/03/2021 17.00 hrs. Board will not publish further any notice in newspapers for such amendment/extension.**

The Board will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

In order to allow prospective Bidders reasonable time in which to take amendment into account in preparing their Bids, the **Board** at its discretion may extend the deadline for submission of the Bid.

h).All enquiries from the bidders relating to this Bid Document must be submitted to the designated contact person as mentioned above only via email. The queries should necessarily be submitted in the following format:

Bidder Organization Name:					
Bidder Organization Address:					
Contact Person Name:					
Contact Person Phone Number:					
Contact Person e-Mail Id:					
Sl.#	RFP Document Reference			Content of the RFP requiring clarification	Clarification Sought
	Section No.	Sub-Section	Page No.		
1					
2					
3					

Table 3: Format of Pre-bid queries

5. Cost of Bidding

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

6. 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 annexure/attachment thereto shall be considered to be read, understood and accepted by the bidder. No deviations will be accepted. Failure to furnish all information required by the bid document or a bid not substantially responsive to the bid document in every respect may result of the bid.

7. Amendment of Bid Document

At any time prior to the deadline for submission of proposals, WBPCB reserves the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published in the West Bengal e -tendering portal. The Corrigendum shall be binding on all bidders and will form part of the bid documents. Corrigendum can be published.

8. Modification and Withdrawal of Bids

The bidder may modify or withdraw its bid after submission, before the deadline prescribed for bid submission. In this case, the bidder has to send an email to the bid authority mentioning the same.

9. 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 & WBPCB will be in English language only.

10. Earnest Money Deposit (EMD) and Tender Document Fee (Online Payment)

Bidders are to submit Bid Security (EMD) amounting to Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) only. Necessary Bid Security Fee as mentioned above should be submitted through online vide Memorandum No. 3975-F(Y) dated 28/07/2016 of the Audit Branch, Finance Department, Govt. of West Bengal. For details procedure, a copy of the said memorandum is attached as a part of the Bid Document.

The Bid Security for unsuccessful bidders during technical evaluation shall be returned to the bank account of the bidder after uploading the technical evaluation report through the e-procurement system and the Bid Security of the unsuccessful bidders during financial evaluation shall be returned to the bank account of the bidder after uploading the financial evaluation report through the e-procurement system.

Bid security of the successful bidder shall be returned after successful completion of the job. The Bid Security may be forfeited as mentioned below.

11. a) FORFEITURE OF EMD

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

- a. If Bidder withdraws the proposal before the expiry of validity period.
- b. During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of WBPCB regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.
- c. If Bidder violates any of the provisions of the terms and conditions of the proposal.
- d. In the case of a successful Bidder, if Bidder fails to:
 - i. Accept the work order along with the terms and conditions.

- ii. Furnish performance security.
- iii. Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- iv. Submitting false/misleading information/declaration/documents/proof/etc.

The decision of WBPCB 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.

Bidders are to submit a non-refundable Bid Document Fee of Rupees 5,000/- (Rupees five Thousand) only. **No exemption for submission of Bid Document Fee is allowed. However, The Bidders who have submitted Bid document fee in 1st Call need not to submit further, in that case Bidders should select the Bid document fee exemption option 'Yes' and upload the bid document fee receipt deposited in 1st Call.**

Necessary cost of Bid Document Fee shall be submitted through online vide Memorandum No. 3975-F(Y) dated 28/07/2016 of the Audit Branch, Finance Department, Govt. of West Bengal. For details, a copy of the said memorandum is attached as a part of the Bid Document.

12. Forms and Formats

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

13. Lack of Information to Bidder

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

14. Evaluation Procedure

- a. Bidders who have submitted the valid EMD, Tender Document Fee & NIT Declaration (Section-J, Annexure-7) as per requirement; shall be considered for further evaluation. Absence of these documents may lead to summary rejection of the bid.
- b. The Eligibility Criteria (Section-I, Annexure-1) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- c. The Tender Committee would perform the Technical Evaluation for qualified bidders. 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 **70 marks** in the Technical Evaluation will only be considered for Price Bid evaluation. The comparison of the offer price will be made on the total price offered in the BOQ either following method 1 or method 2.
- d. After qualifying in Technical Evaluation, qualified bidders will only be considered for Price Bid evaluation.
- e. The basis of price bid evaluation shall be “**Combined Quality Cost Based Selection (CQCBS)**”. That is the bidder with the highest total score will be declared successful bidder and will be allowed for implementation (development of the system and go live of the application) of the solution for 5 months and operations and maintenance for a period of five (5) years after successful completion of 1 year warranty period.
- f. The quoted cost will be firm for the entire duration of the project which is 6 years including warranty and O&M period from the date of successful commissioning of the system (Go-Live date of application). After the end of the contract period of the bidder will hand over (and transfer ownership of) the application software to WBPCB.

15. Performance Bank Guarantee (PBG)

Within 21 days of notifying the acceptance of proposal for the award of contract, the successful bidder shall furnish a Performance Bank Guarantee (PBG), as per Annexure-12 (Section-K), amounting to the 10% of the total contract value for the entire contract period as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall

be released immediately (within 28 days) after expiry of contract provided there is no breach of contract on the part of the bidder. No interest will be paid on the PBG.

16. Awarding of Contract

An affirmative Post Qualification determination will be prerequisite for award of the contract to the overall successful bidder. A negative determination will result in rejection of bidder's bid, in which event the WBPCB will proceed to the next evaluated bidder to make a similar determination of that bidder's capability to perform satisfactorily. WBPCB will award the contract to the successful bidder whose bid has been determined to be substantially responsive after final negotiation may held with the successful bidder, if required.

17. Contract Execution

On receipt of the Letter of Intent (LOI) the contractor should submit a Performance Bank Guarantee within three weeks from the date of receipt of Letter of Award/Order. The PBG should be valid till the end of the project from the date of issuance of LOI, and may be extended at the discretion of WBPCB.

18. Liquidated Damage

The job includes the supply and installation of application software mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage will be imposed on the contractor for sum equivalent to 0.5% of the contract value for each week or part thereof. If the Liquidated Damage exceeds 5% of the order value, WBPCB reserves the right to terminate the contract and WBPCB will get the job completed by any other competent party. The difference of cost incurred by WBPCB will be recovered from the earnest money deposited by the vendor (at risk & cost). It is to be noted that, after getting penalized by the client according to the terms and conditions of liquidate damage, if the SI can meet the requirement within the total delivery timeline of the development of the application then the penalty imposed by the client will be adjusted accordingly.

19. Operation & Maintenance Support

As part of the Operation & Maintenance Support services, the bidder (system integrator) shall provide onsite support for 5 years after 1 year warranty period of the developed application and resolve the issues or any changes suggested by WBPCB. The support manpower should understand query in English, Hindi or Bengali.

The bidder (system integrator) shall provide a single-point-of-contact for support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, and management reporting.

20. Penalty

It should be noted that suitable penalty, mentioned under 'Penalties' clause of this RFP would be charged to the System Integrator in case of delay from their end and would be finalized in the contract.

21. Suspension of Work

WBPCB 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 WBPCB. The Contractor shall recommence work immediately after receiving a notice to do so from WBPCB. The whole or any part of the time lost for such delay or suspension shall, if WBPCB in its absolute discretion thinks fit, but not otherwise, be added to the time allowed for completion.

22. Liability

In case of a default on bidder's part or other liability, WBPCB shall be entitled to recover damages from the Contractor. In each such instance, regardless of the basis on which WBPCB 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:

- a. Payment referred to in the Patents and Copyrights clause.
- b. Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Contractor's negligence.
- c. 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 WBPCB for the individual product or Service that is the subject of the Claim. However, the contractor shall not be liable for
- d. For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data.
- e. For any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the Contractor hereunder.

23. Patents & Copyright

If a third party claims that a product delivered by the Contractor to WBPCB under this project, infringes that party's patent or copyright, the Contractor shall defend WBPCB 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.

24. Intellectual Property Rights (IPR)

For all necessary software, Source Code, Design Document, all Requirement Specification, Test Plan, Test Data, Test Cases, etc. Intellectual Property Rights (IPR) will be in the name of the WBPCB.

25. Governing Laws

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

26. Termination for Default

WBPCB 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 WBPCB in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WBPCB. If the project delivery, commissioning as well as maintenance support is not carried out as per terms of the contract, WBPCB will invoke the amount held back from the contractor as PBG.

27. 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, WBPCB 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 WBPCB.

28. Force Majeure

It is hereby defined as any cause, which is beyond the control of the Contractor or WBPCB 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

- a. War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.

- b. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- c. 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.
- d. 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.
- e. Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

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

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

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

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

29. Corrupt or Fraudulent Practices

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force.

The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

30. Binding Clause

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

- a. To vary, modify, revise, amend or change any of the terms and conditions mentioned above and,
- b. 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.

31. Warranty

The bidder shall warrant that the software developed & implemented under the contract is specifically designed & developed for WBPCB and based on the most recent & current techniques. The warranty shall remain valid for a period of one year from the date of

commissioning of the application software by WBPCB and should cover each application system separately.

WBPCB shall promptly notify the bidder in writing of any claims arising under this Warranty. On receipt of such notice, the bidder shall remove the defects without prejudice to any other rights which WBPCB may have against the bidder under the contract. Warranty support will be in accordance with the service levels mentioned in this RFP.

If the bidder fails to remove/solve the defects within a reasonable period, in any case not more than one week, WBPCB may take remedial action as may be necessary at the bidder's risk & expenses and without prejudice to any other rights which WBPCB may have against the bidder under the contract.

The bidder will ensure the warranty of the developed application under the contract and are free from defects in the design, engineering and workmanship. The bidder would be responsible for the up keep and maintenance of the software application with a resolution time and necessary deliverables under the scope of work during the entire warranty period of 1 (one) Year from the date of commissioning of the system by WBPCB.

The bidder shall not, without the express prior written consent of WBPCB, assign to any third party of the contract or part thereof. Service support for the entire warranty period will be comprehensive and free of cost for the entire warranty period.

32. Warranty Support

Service/Maintenance support for the entire warranty period will be onsite/offshore model and comprehensive. It is preferable that the bidder to have a support centre working in India. The contact details of the support centre must be furnished along with the bid. Any call logged with the support centre must be given a running docket number to the person reporting the call. The call log as well as resolution details have to be submitted to WBPCB on a monthly basis not later than 4th instant of every calendar month.

33. Grafts, Commissions, Gifts, etc.

It is the Purchaser's policy to require that bidders, contractors and consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with WBPCB shall in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to WBPCB resulting from any cancellation. WBPCB shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under contract.

34. 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.

35. Period of Validity of Offer

The price offers shall remain firm within the currency of contract and no escalation of price will be allowed. The quoted offer must be valid for a period of **150 Days** from the date of closure of the bid.

36. Taxes & Duties

- a. The prices quoted shall be exclusive of all taxes.**
- b. Deduction of all statutory and necessary Tax from each bill will be made as per Government Order prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the Company.

- c. Bidder submitting a tender shall produce Income Tax and Profession Taxes Certificate as well as the GST certificate issued by the concerned Tax Authority or a Certificate that the assessment is under consideration. All such clearance certificates shall remain valid on the last date of permission.

37. Discrepancies in Bid

- a. Discrepancy between description in words and figures, the rate which corresponds to the words quoted by the bidder shall be taken as correct.
- b. 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.

38. Bid Due Date

Proposals will be received by WBPCB only through online medium and to be uploaded to the website <https://wbtenders.gov.in> not later than bid submission closing date. WBPCB may, at its discretion, extend this deadline. WBPCB may also extend this deadline for any other administrative reason.

39. Opening of Bid by WBPCB

Bids shall be opened online.

40. Contacting WBPCB

Bidder shall not approach WBPCB officers from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence WBPCB 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 WBPCB, it should be in writing.

41. WBPCB'S Right to Reject any or all Bids

WBPCB reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the

affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

42. Bid Currencies

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

43. Price

- a. Price should be quoted in the Commercial Bid format only. No deviation in any form in the Price Bid sheet is acceptable.
- b. Price should be excluding taxes and duties. All tax and duties shall be paid extra at the time of execution.

44. Canvassing

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

45. Formats & Signing of Bid

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

46. Withdrawal of Bid

Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period.

47. Interpretation of Documents (to Check)

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. Preparation of Tender

Tender shall be submitted in accordance with the following instructions:

- a. Tenders shall be submitted online in the prescribed forms. All signatures shall be in longhand. 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 initialled 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 subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- e. Each and every page of the tender document must be signed with company seal by the bidder.
- f. 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.

49. Erasures of 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.

50. 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 labour legislation.

51. Clarification of Bids

During evaluation of the bids, the Customer/Tender Committee, at its discretion may ask the bidder for clarification of its bid. Clarification to be sent through online and response of the bidders to be uploaded in e-tender.

52. Quality Control

- a. The contractor is obliged to work closely with WBPCB officials, act within its authority and abide by directive issued by them on implementation activities.
- b. The contractor will abide by the safety measures and WBPCB will not liable from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their negligence.
- c. The contractor will treat as confidential all data and information about the system, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of WBPCB.
- d. WBPCB reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. WBPCB shall have engineers, inspectors or other duly authorized representatives made known to the contractor, present during the progress of the work and

such representatives shall have free access to the work at all times. The presence or absence of representatives of WBPCB does not relieve the contractor of the responsibility for quality control in all phases.

- e. 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.

53. Authentication of Bids

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

54. 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 pages of Bid submitted by the bidder should have serial number with proper indexing.
- c. 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 WBPCB 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.
- d. Details of the enclosures should be clearly mentioned in the forwarding letter in your letter head along with the bid.
- e. WBPCB reserves 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.
- f. WBPCB reserves the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- g. The customer at its discretion may extend the deadline for the submission of Bids.
- h. No dispute by the bidders in regard to Technical/Commercial points will be entertained by WBPCB 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 totalling 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 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 bidder may be present at the time of opening of the Tender. WBPCB is not answerable to any query of any bidder who remain absent at that time.
- m. No variation in or modification of the terms of the Agreement shall be made except by written amendment signed by the parties.

55. Exit Management

A. Purpose

- a. This sets out the provisions, which will apply on expiry or termination of the MSA (Master Service Agreement), the Project Implementation, Operation and Management SLA.
- b. In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- c. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

B. Transfer of Assets

- a. In case of contract being terminated by the WBPCB, it reserves the right to ask the bidder (system integrator) to continue running the project operations for a period of 2-3 months after termination orders are issued.
- b. Upon service of a notice under this Article the following provisions shall apply:
 - i. in the event, if the Assets to be transferred are mortgaged to any financial institutions by the SI, the bidder (system integrator) shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the WBPCB.

- ii. All risk in and title to the Assets to be transferred / to be purchased by the WBPCB pursuant to this Article shall be transferred to WBPCB, on the date of acceptance.
- iii. Payment to the outgoing bidder (system integrator) shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.
- iv. The outgoing bidder (system integrator) will pass on to WBPCB and/or to the Replacement system integrator, the subsisting rights in any leased properties/ licensed products on terms not less favourable to WBPCB Replacement system integrator, than that enjoyed by the outgoing system integrator.

C. Cooperation and Provision of Information

During the exit management period:

- a. The Bidder will allow WBPCB the access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the WBPCB to assess the existing services being delivered;
- b. promptly on reasonable request by the WBPCB, the bidder (system integrator) shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Bidder). The WBPCB shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Bidder shall permit the WBPCB or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the WBPCB to understand the methods of delivery of the services employed by the Bidder and to assist appropriate knowledge transfer.

56. Confidential Information, Security and Data

- A. The Bidder will promptly on the commencement of the exit management period supply to the WBPCB or its nominated agency the following:
 - i. Information relating to the current services rendered and customer and performance data relating to the performance of bidder in relation to the services;
 - ii. Documentation relating to Project's **Intellectual Property Rights (IPR)** ;

- B. All current and updated data as is reasonably required for purposes of WBPCB or its nominated agencies transitioning the services to its Replacement Bidder in a readily available format nominated by the WBPCB, its nominated agency;
- C. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable WBPCB to carry out due diligence in order to transition the provision of the Services to WBPCB.
- D. Before the expiry of the exit management period, the Bidder shall deliver to the WBPCB all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the Bidder shall be permitted to retain one copy of such materials for archival purposes only.
- E. Before the expiry of the exit management period, unless otherwise provided under the MSA, the WBPCB or its nominated agency shall deliver to the Bidder all forms of Bidder confidential information, which is in the possession or control of WBPCB.

57. Transfer of Certain Agreements

On request by WBPCB the Bidder shall effect such assignments, transfers, licences and sub-licences as the WBPCB may require and which are related to the services and reasonably necessary for the carrying out of replacement services by the WBPCB or its nominated agency or its Replacement Bidder.

58. General Obligations of the Bidder

- a. The Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the WBPCB and which the Bidder has in its possession or control at any time during the exit management period.
- b. For the purposes of this Schedule, anything in the possession or control of any Bidder is deemed to be in the possession or control of the Bidder.
- c. The Bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

59. Exit Management Plan

- I. The Bidder shall provide the WBPCB with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
 - A. A detailed program of the transfer process that could be used in conjunction with a Replacement Bidder 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 Bidder's staff and any related third party as are necessary to avoid any material detrimental impact on the WBPCB's operations as a result of undertaking the transfer;
 - C. Plans for provision of contingent support to WBPCB for a reasonable period after transfer.
- II. The Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date. Each Exit Management Plan shall be presented by the Bidder to and approved by the WBPCB.
- III. In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan. During the exit management period, the Bidder shall use its best efforts to deliver the services.

This Exit Management plan shall be furnished in writing to the WBPCB within 90 days from the Effective Date of this Agreement.

SECTION - C: ELIGIBILITY CRITERIA

ELIGIBILITY CRITERIA FOR BIDDER (SYSTEM INTEGRATOR)

#	Basic Requirement	Eligibility Criteria	Document Proof
1.	Annual Sales Turnover	Average annual sales turnover from web based application related business in last three (3) audited financial years (2017-18,2018-19,2019-20) as per published	Audited Accounts or certificates from the statutory

RFP for Selection of System Integrator to Design, Develop, Implement and Maintenance of Integrated Web Based Application for Pollution Control Board

#	Basic Requirement	Eligibility Criteria	Document Proof
		balance sheet should be minimum INR 25 lakhs and must have been a profit-making organisation for last 3 financial years ending 31.03.2020.	auditor/Chartered Accountant
2.	Technical Capability - Web Portal development and maintenance	<p>The Bidder should have successfully developed/Executed/Ongoing web portal for any Government Departments/PSU/Board/Council or similar organisation in India in last seven years before 31.12.2020 the last date of Bid submission with order value as follows:</p> <p>The bidder has successfully completed three such similar completed works costing not less than the amount of INR 30.00 lakh each during last seven (7) years.</p> <p style="text-align: center;">OR</p> <p>The bidder has successfully completed two such similar completed works costing not less than the amount of INR 37.50 lakh each during last seven (7) years</p> <p style="text-align: center;">OR</p> <p>The bidder has successfully completed a such similar completed work costing not less than the amount of INR 60.00 lakh during last seven (7) years.</p>	Completion Certificates or payment certificate + Work Order (for completed projects) from the client;
3.	Manpower Capability	The bidder must have minimum 30 IT professionals having experience in web portal implementation & maintenance on its pay-roll in current year.	Certificate from HR Department for number of technically qualified professionals employed by the company.
4.	Quality Certification	The bidder must have ISO/IEC 9001:2015 Certificate OR CMMI Level 3 Certificate and above certification for Software Design, Development & Test for the Delivery Location and ISO 27001 certificate.	Copies of the valid certificates from authorized agencies
5.	Consortium/Joint Venture	Joint venture/consortium is allowed for this bidding, in which case, the declaration of the lead bidder, maintaining legality, is a compulsory precondition and all the partners of such consortium shall be solely	A copy of the JV/Consortium Agreement entered into by the members/partners

#	Basic Requirement	Eligibility Criteria	Document Proof
		<p>responsible for completion of the project throughout the period. Any party or person shall singly or jointly be able to be a bidder in only one bid submission. Two or more bids submitted with the same person or party as a bidder shall be summarily rejected.</p> <p>The number of members of JV / Consortium to be limited to three member including LEAD PARTNER.</p> <p>Any member/partner of JV/Consortium shall not be permitted to be the member/partner of any other JV/Consortium intending to participate in this tender.</p>	shall be submitted with the technical bid
6.	Legal Entity	<ul style="list-style-type: none"> • Bidder may be a Company, Partnership Firm or Sole Proprietorship Firm. • The bidder should have existence in India for last seven (7) years at the end of 31st March 2020. • The bidder should be into the business of IT/ITeS for the last seven (7) years at the end of 31st March, 2020. • The bidder shall be solvent at the date of bidding, solvency certificate from bank required to be submitted 	<ul style="list-style-type: none"> • Certificates of incorporation for Company/ Partnership Deed / Proprietorship firm self-declaration • Certificate from Statutory auditor / Chartered Accountant for existence of firm for last seven(7) years • Certificate from Statutory auditor / Chartered Accountant for IT application related business for last seven(7) years • Certificate from Bank for Solvency declaration
7.	Other Legal Documents	<ul style="list-style-type: none"> • Trade License • GST registration Certificate • Income Tax Return (Latest) • Copy of PAN • Articles of Association/Company Registration (depending on company type) 	Copy of all the certificates
8.	Blacklisting	The responding firm must not be blacklisted by any Government Department, Ministry or Agency in India for	A self-declaration that the bidder has not been

#	Basic Requirement	Eligibility Criteria	Document Proof
		breach of ethical conduct or fraudulent practices.	blacklisted is to be submitted.
9.	Power of Attorney	The bidder shall submit the Power of Attorney of Authorization for signing the bid in Rs.10.00 Non Judicial Stamp Paper.	Scanned copy of Power of Attorney needs to be uploaded
10.	Submission of EMD	As per tender norms mentioned above in the document.	Acknowledgement of online submission of EMD to be uploaded
11.	Submission of Bid Document Fee	Bidder should submit Tender Document Fee of Rs.5,000/- (Rupees Five thousand only) through online as mentioned above in the document	

Table 4: Eligibility Criteria

Note: In absence of any of the above, the bid will be treated as non-responsive and summarily rejected.

SECTION - D: TECHNICAL EVALUATION CRITERIA

1. Evaluation of Technical Bids:-

- a. Technical Evaluation of the bids would be carried out on following criteria of the Bidder as given below, provided the bidder has complied with the qualifications requirement:

#	Criteria	Max Criteria/Sub Criteria Marks
1.	Bidder's Organization Strength	10
2.	Bidder's Past Experience	20
3.	Bidder's Technical Proposal (Workplan & methodology)	20
4.	Resource Deployment	40
Total Points(a)		90

The techno-commercially qualified bidder(s) will have to give Presentation before the Tender Evaluation Committee

5.	Technical Presentation	10
Total Points for Technical Evaluation(b)		100

Table 5: Summarised Technical Evaluation Criteria

The detailed criteria are as follows:

Sl. #	Criteria/Sub-Criteria	Description	Marks	Form to be used / Documents to be attached
1.	Bidder's Organisation Strength		10	
a.	Average Annual Turnover for last three years (2017-18,2018-19,2019-20)	<ul style="list-style-type: none"> • Rs. 25 lakhs to Rs.50 lakhs = 1 marks • Rs.51 lakhs to Rs.1 Crore = 2 marks • Above Rs.1 crore = 3 marks 	3	The Balance sheets and Certificate from the statutory auditor /Chartered Accountant for last three

Sl. #	Criteria/Sub-Criteria	Description	Marks	Form to be used / Documents to be attached
				years (2017-18,2018-19,2019-20)
b.	Software Developer on its own payroll as on bid submission date	<ul style="list-style-type: none"> • 30 to 50 personnel = 1 marks • Above 51 personnel = 2 marks 	2	Certificate from HR department mentioning the relevant manpower strength
c.	Certification	<p>The marks for each certification will be as follows:</p> <p>- CMMI or equivalent:</p> <ul style="list-style-type: none"> • CMMI level III= 2 Marks • CMMI level IV= 4 Marks • CMMI level V = 5 Marks <p>Or;</p> <p>- ISO or equivalent:</p> <ul style="list-style-type: none"> • ISO 9001 - 2 marks • ISO 27001 – 3 marks <p>Note: If the organization has both CMMI and ISO then only one certification will be considered which gets maximum marks. Mix & match will not take into consideration.</p>	5	Copy of the Certificates
2.	Bidder's Past Experience		20	
a.	The Bidder should have successfully developed/ executed web portal for any Government Departments in India in last 7 years as on last date of bid submission	<p>1)In case the bidder fulfil the minimum criteria viz.:-</p> <p>i) Rs.30 lakhs for 3 nos of work;</p> <p>ii) Rs.37.5 lakhs for 2 nos of work; and</p> <p>iii)Rs.60 lakhs for 1 no of work</p> <p>In all above cases will get 10 marks.</p> <p>For execution of additional similar works, in terms of money value and irrespective of no. of works, over and above the minimum criteria as mentioned in 1 above will get additional marks as per following.</p> <p>Additional work upto Rs. 30 lakh=3 marks</p> <p>Additional work upto Rs. 60 lakh=6 marks</p>	20	<p>Work Order + Work Completion Certificates or payment certificate from the client (for completed projects);</p> <p>OR</p> <p>Work Order + Partial Completion Certificate or</p>

Sl. #	Criteria/Sub-Criteria	Description	Marks	Form to be used / Documents to be attached
		Additional work upto Rs. 100 lakh=9 marks Additional work more than 100 lakh=10 marks		payment certificate (for ongoing projects) from the client
3.	Bidder's Technical Proposal		20	
a.	Proposed Solution (Requirements are addressed in different parts of the RFP and the quality of the solution)	<ul style="list-style-type: none"> • Strategy for high availability of solution= 3 Marks • Solution architecture conceptualized for this entire project, approach on data model, data design, UI and UX= 7 Marks. • The SI has to substantiate with the solution architecture on the availability of the proposed model 	10	Solution Document
b.	Proposed Approach and Methodology to perform the work in this assignment	Qualitative assessment based on: <ul style="list-style-type: none"> • Key Understanding of background & project requirements • Completeness & responsiveness • Solution Architecture and Timeline • Deployment & Migration Plan 	10	Solution Document
4.	Resource Deployment		40	
A.	Manpower	<ul style="list-style-type: none"> • Project Manager - 01 number- 8 Marks • Software Developer- 02 numbers - 6 Marks- • 12 Marks • Trainer - 01 number – 8 Marks • Quality lead- 01 number- 8 Marks • Support Staff- 01 number- 4 Marks 	40	Relevant CVs certified by the bidder and duly signed by the employee.
a.	Project Manager (Onsite/Offshore)	<ul style="list-style-type: none"> • MBA/B. Tech/B.E/MCA /M.Tech/M.Sc./PGDBA/PGDCA= 2 Mark 	8	Relevant CVs certified by the bidder and

Sl. #	Criteria/Sub-Criteria	Description	Marks	Form to be used / Documents to be attached
		<ul style="list-style-type: none"> Years of experience → 15+ years with 5+ Years in IT/ITeS Project Management = 2 Mark Past experience in implementation of web based solution in Government / PSU unit/ large organisation in India - >= 5 projects = 2 Mark Prince /PMP/Scrum Master Certification= 2 Mark 		duly signed by the employee.
b.	Software Developer 1 (Onsite)	<p>- Must have >= 5 years of experience and points for the same will be allocated as follows:</p> <ul style="list-style-type: none"> B. Tech/B.E/MCA/BCA/ M. Tech = 4 marks Past Experience in web based application with Government departments / PSUs in India >= 3 projects = 2 mark < 3 projects but >=1 project =1 marks 0 project = 0 marks 	6	Relevant CVs certified by the bidder and duly signed by the employee.
c.	Software Developer 2 (Onsite/ offshore)	<p>- Must have >= 3 years of experience and points for the same will be allocated as follows:</p> <ul style="list-style-type: none"> B. Tech/B.E/MCA/BCA/ M. Tech = 4 marks Past Experience in web based application with Government departments / PSUs in India >= 3 projects = 2 mark < 3 projects but >= 1 project =1 marks 0 project = 0 marks 	6	Relevant CVs certified by the bidder and duly signed by the employee.
d.	Trainer (Onsite)	<p>BE/B. Tech with MBA = 2</p> <p>Experience in delivering training on the same domain >=5 Years = 4 Marks</p> <p>Experience in delivering training in more than 5 similar projects = 2 Mark</p>	8	Relevant CVs certified by the bidder and duly signed by the employee.

Sl. #	Criteria/Sub-Criteria	Description	Marks	Form to be used / Documents to be attached
		Experience in delivering training in <5 similar projects but > 3 similar projects = 1 Marks Experience in delivering training in < 5 similar projects but >= 1 similar project = 0.5 Marks NO experience in delivering training in similar project = 0 marks		
e.	Quality lead (onsite)	<ul style="list-style-type: none"> • Must have >= 5 years of experience in similar domain = 3 Marks • MBA/B. Tech/B.E/MCA/BCA/ M. Tech =2 mark • Past Experience in similar assignment • >= 3 projects = 3 mark • < 3 but >=1 project = 2 mark • No project = 0 Marks 	8	Relevant CVs certified by the bidder and duly signed by the employee.
f.	Support Staff (Onsite)	<ul style="list-style-type: none"> • B. Tech/B.E/MCA/BCA/ M. Tech/ MBA = 2 mark • Past Experience in similar work >= 3 projects = 2 mark • < 3 projects but >= 1project = 1 marks • No project = 0 marks 	4	Relevant CVs certified by the bidder and duly signed by the employee.
5	• Technical Presentation		10	
a.	Understanding of the requirement and quality and merit of the solution proposed along with work plan	<ul style="list-style-type: none"> • Solution architecture conceptualized for this project • Application deployment and testing Strategy • Quality Control Procedures suggested by responding firm • Work plan and approach & methodology for completing the work in the prescribed time frame • Training Plan and approach 	10	

Sl. #	Criteria/Sub-Criteria	Description	Marks	Form to be used / Documents to be attached
		<ul style="list-style-type: none"> Data migration plan and approach Proof of Concept if any 		

Table 6: Detailed Technical Evaluation Criteria

Note:

- a. CV of the resources are to be submitted
- b. The proposed project team cannot be changed by SI till Go-Live of the project. If required it should be mutually agreed by both SI & WBPCB and the proposed resources should be of same or higher qualification than the resource to be replaced.
- c. In any case, at most 30% of the total resources will be allowed to be replaced till Go-Live.
- d. Bidder is requested to consider other cost (example; cost of additional resource, if required) to execute the project.
- e. SI will provide the Hardware, Cloud and security specifications during the time of SRS.

2. Selection Method

The evaluation committee will evaluate each of the bids on the basis of Technical Evaluation criteria. At the stage of technical evaluation, WBPCB will assign points (quality of services score) to the pre-qualified bidders based on the technical evaluation criterion mentioned in this RFP. **The evaluation committee will evaluate techno-commercial bid (except technical presentation) first on the basis of total 90 marks and the top six bidders having minimum of 70 marks and above out of 90 marks will be considered and invited for Technical presentation and after technical presentation overall Technical evaluation will be made on 100 marks.**

To qualify the technical evaluation stage, the bidder must score a minimum of 70 marks out of 90 marks.

Top Six bidders having minimum of 70 marks out of 90 marks will be qualified for Technical Presentation

The commercial bid of the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive in respect of commercial considerations. The comparison of the offer price will be made on the total price offered in the BOQ either following method 1 or method 2.

The evaluation will be made on the basis of CQCBS with 70:30 ratio, where the weightage on the Technical part will be 70 percent and the 30 percent weightage to be given for financial. The bidder with the highest total score (combined score) would be declared successful.

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The lowest Commercial Proposal (Fm) will be given a score (Sf) of 100 points.

The Financial scores (Sf) of the other Commercial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

In which Sf is the Commercial score, Fm is the lowest Commercial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Commercial Proposal that will be in the ratio of 0.70 : 0.30.

SECTION-E: SCOPE OF WORK

1. Project Background

The West Bengal Pollution Control Board (WBPCB) was constituted by Government of West Bengal in the year 1974 under the first federal environment legislation of the country the Water (Prevention and Control of Pollution) Act. WBPCB is the statutory authority responsible of abatement and control of environmental pollution within the territorial jurisdiction of the state of the West Bengal. During the subsequent years a number of environmental regulation on different environmental issues were promulgated by the Indian Parliament and the State Board of different states were given the responsibilities to implement those regulations in their respective jurisdiction.

WBPCB is currently using application system for PIS, Payroll and Accounts developed with limited features and functionalities which was developed in the year 2008. The application is developed in PHP with PostgreSQL database and installed on Debian-7. The application is currently deployed within the premises of WBPCB and the user base is confined to the WBPCB users based out of Paribesh Bhawan in Salt Lake. All business and services processes of WBPCB related to above process are not mapped in the current Environment Management Information System (EMIS). In this context, WBPCB intends to augment the existing EMIS system and embraces other important business functions like Finance Management System, Inventory and Document Management System which are currently not implemented in the existing EMIS system. Thus the proposed augmented EMIS solution should cover the following main functions: i) Personnel Information System(PIS), ii) Pay Role System (PRS), iii) Finance & Accounts Management System (FAMS) including Trustee accounts, iv) Inventory Management System (IMS) & v) Document Management System (DMS)

Therefore WBPCB felt the need for revamping of the current EMIS. The purpose of this RFP is to select a System Integrator agency to develop and implement a secured, user friendly, fast responsive web portal which will meet all the current and envisaged future requirement of WBPCB.

2. Project Objectives

The core objectives of this project are:-

- a. Improvement in service experience
- b. Meeting the modernizing business processes and systems
- c. Automation of business solutions to the maximum extent
- d. Increasing operating efficiency
- e. Integrated information from various sources
- f. Better forecasting and reporting using business analytics
- g. Robust statutory reporting/regulatory compliance
- h. Better workflow management

3. Scope of Service

The entire scope of work is related with installation of web based solution at the WBPCB (including design, development, data migration, hosting, testing, integration (if required) training and operation & maintenance). It is imperative upon the SI to follow the Best Practice Method as related to web based application development and industry standard. SI will undertake following project activities as part of Project Implementation Services. Before submission of any deliverables, the format needs to be approved by WBPCB.

3.1 Project Planning & Requirement Analysis

- a. SI will prepare, submit and walkthrough an Integrated Project Plan for the entire project that covers detailed tasks which are intended to be performed as part of the project.
- b. SI needs to prepare, submit & walkthrough an Inception Report, which will serve as the foundation document for all activities related to the project. Additionally, the Inception Report must cover the risks that the SI will anticipate and the plans to mitigate those risks.
- c. SI must visit all the office locations as part of As-Is study so that proper homogeneity can be achieved and buy-in can be obtained from all the stakeholders.
- d. SI will study the business processes involved in WBPCB and conduct a detailed Functional Requirements Analysis (FRS). They will prepare a FRS document.

- e. SI must map the Functional Requirements to the proposed web based system and analyse the existing gaps between the Functional Requirements and the functionalities provided by the web based system.
- f. Necessary business reengineering plan (if required) to be proposed by the SI and they will submit a Business Process Reengineering (BPR) blueprint document to WBPCB.
- g. SI will submit a To-Be report based on the assessment to WBPCB

3.2 Design of Web Based Application Software

After gathering the requirements the design related decisions will be taken with respect to the overall project architecture, implementation technology/framework. Then detailed high level and low level design documents will be prepared covering all the requirements. The design and development of application software will be as per the functional requirements as mentioned in the Section-M. The output of this phase will be the detailed structured design document of the overall system.

3.3 Development of Application Software

The software development will be started based on the detailed requirements, SRS & Detailed Project Plan. If the software is developed using multiple iteration, then the output of each iteration must be a fully functional. The code has to be well documented, defining all the critical functionalities and should be maintained in a version control system with proper version control number. The software should be developed in a well-structured industrial patterns in open standard. Unit test cases need to be prepared and executed for all the logical code units. At the end of development & implementation, the entire source code need to be handed over to WBPCB with proper documentation.

The proposed application should be based on Role Based Access Control. All the users will require unique User ID & password to log into the system. The activities and views into the application will be restricted depending upon the role of the logged in user. There should be different activities and views corresponding to the roles – Applications Users, Administrator, and Supervisor.

The application should have an option of Biometric log in and approval through required device but the same also will be restricted depending upon role of the user.

3.4 Deployment Architecture

3.4.1 Features of the Application

- a. **Scalable:** The Application should have the flexibility to scale as per requirements. It should be capable of increasing its total output under an increased load when resources are added. This feature allows expanding the portfolio of the application for the users. Scalability can in the form of horizontal and vertical. This is one of the very important features of an ERP application.
- b. **Robust:** The ability of the system to resist changes without changing its initial configuration. Whenever there is a minor or major enhancement, the ability of the application to adapt to the changes without much change in the behaviour leads to robustness of the application. Being robust will not suffice the requirement, but the application has to be also fault tolerant and resilient.
- c. **Flexible:** It refers to the ability of the application to adapt to possible or future changes in its requirements. The concept of flexibility is for loose coupling of the components so that changes can be made as per requirements. Application now days should be configurable so that during implementation any minor changes can be configured as per requirements.
- d. **Efficient:** The application should be efficient. Once deployed it should free from error. The response time of the application should not go down along with the usage. The user experience should be appreciated so that it reflects usability across different roles.

3.4.2 Overall Solution Architecture

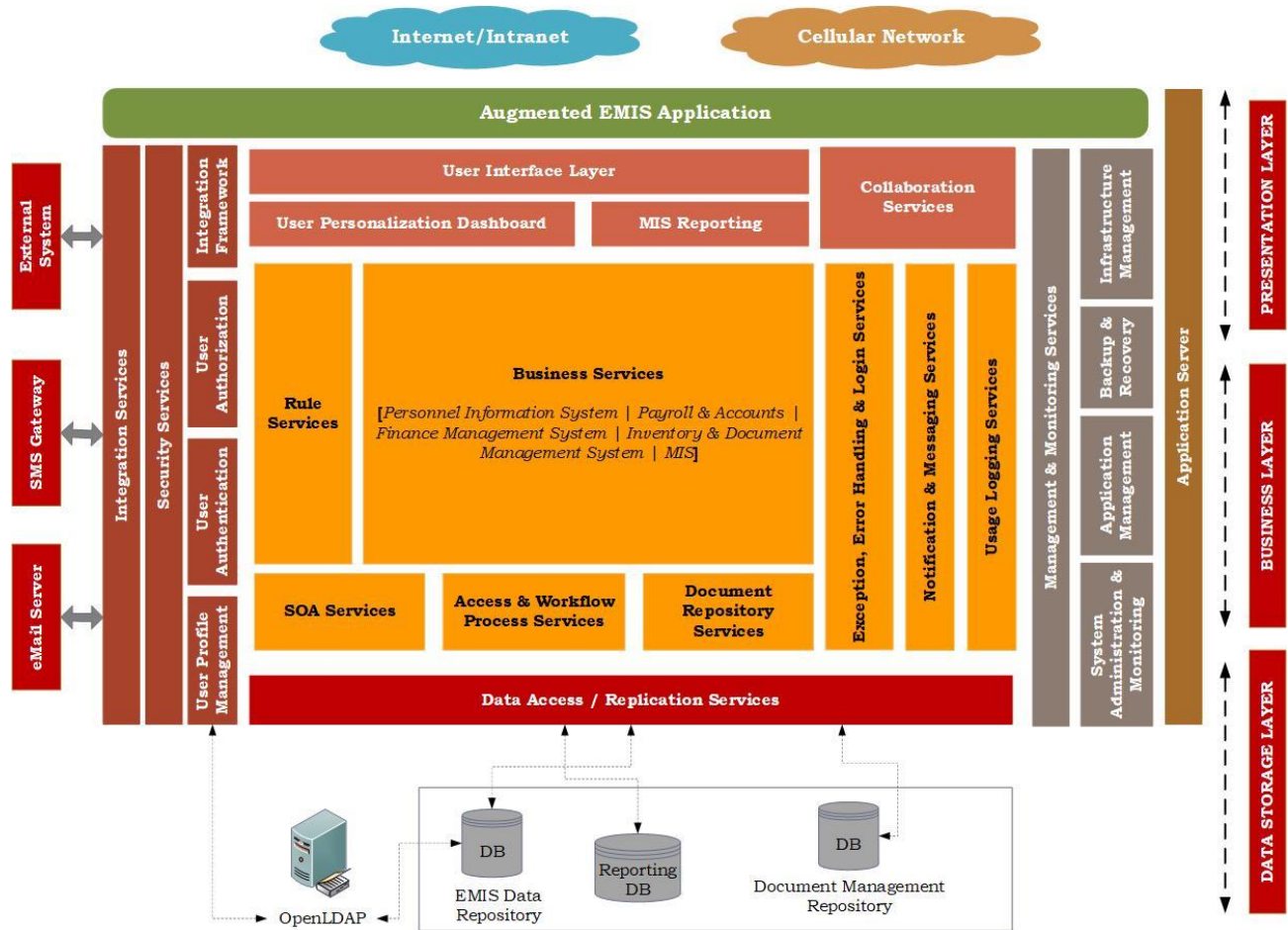


Figure 1: Overall Solution Architecture

3.5 Data Conversion and Data Migration

System Integrator shall perform the data migration from the existing old database (PostgreSQL) to the new database of the proposed system. The data migration, performed by the System Integrator needs to be preceded by an appropriate data migration methodology, prepared by the System Integrator and approved by the WBPCB. The accumulated size of existing data is around 569MB. The indicative existing data for Accounts is 358MB, Payroll is 186MB and Personnel Information System is 25MB.

It is the ultimate responsibility of the System Integrator to ensure that all the data sets which are required for operation, are digitized or migrated. Any corrections identified by the WBPCB during

Data Quality Assessment and review of the migrated data, shall be addressed by System Integrator at no additional cost to WBPCB.

3.6 Deployment Strategy/Application Deployment

SI should provide detailed deployment plan for systematically migrating application software over cloud platform under staging & production environment from the existing staging environment.

The details of the existing hardware and application software in SDC are mentioned over Annexure-15 . Any additional hardware, system software, application software required (if any) for Deployment & Hosting of application in the Cloud Platform, the same needs to be explicitly mentioned by SI in the technical proposal. The activities which will be performed by SI during this phase are as follows:-

- a. The SI should deploy the application in the cloud platform under staging environment and will run this application till its stabilization.
- b. All defects/ bugs in the application or any issues raised during working of all modules of the application, will have to be rectified by SI
- c. After stabilization, the application will be transitioned to the production environment of the Cloud Platform. On Go-Live it will continue to work from this environment.
- d. After that SI will migrate the existing database to the production environment of State Data Center (SDC) without hampering the regular activities related to WBPCB process management.
- e. Any issues/ bugs generated during the deployment phase has to be solved / rectified by SI.
- f. Maximum concurrent users expected is 100 users, Average 500 transactions per day, Data backup should be on hourly basis and retention period is 15 years, Data archival policy is 10 years and Maximum size per document should be 2 MB and maximum file uploads per day 50 files, DC will be active, DR will be complete backup solution.
- g. Server maintenance (OS and Software) is in bidder's scope of work, SI to assess Data size per transaction during SRS.

- h. Biometric system will be procured by the State Board. Hardware for Biometric log in system will be in the scope of the State Board. Necessary integration work on SI side is in scope of SI.

3.7 Application Hosting and Go-Live

The Application will work on centrally managed architecture, in which the application and database, both will be hosted on cloud infrastructure of State Data Centre. This application will be accessible using back-office web portal by WBPCB using SWAN network (West Bengal State Wide Area Network). State Data Centre will provide the entire required infrastructure such as servers, operating system, SWAN, internet connectivity etc. The State Data Centre will also provide all the common services and managed services for better online monitoring of systems/applications, Disaster Recovery Centre facility and EMS/NMS services by highly skilled manpower round the clock using EMS tools.

The SI will interact with State Data Centre team to understand the State Data Centre's pre-requisites for deployment of application and develop the application in such a way that it is acceptable to SDC and complies with the standards prescribed for the State Data Centre. SI will be required to migrate, deploy, test and maintain WBPCB Application remotely with the help of VPN connectivity service provided by State Data Centre or Cloud.

SI will update the application through Mobile / Tap user from remote. Necessary work on SI side is in scope of SI.

3.8 Application of Testing & Acceptance

The source code, after successful unit testing, needs to be deployed to a staging server for System Integration/user acceptance testing. The functionalities need to be tested thoroughly by the SI's team and the bugs/defects should be formally logged in a tracking system for a systematic resolution process with proper status and comments.

The System Integrator will develop the UAT Test plan and a detailed user acceptance procedure. The same would be reviewed and agreed by WBPCB. UAT would be applicable once the web-portal is operational. UAT would involve:

- a. Preparation of test cases with approval from the WBPCB
- b. Application functional testing and testing of other Quality-of-Service requirements

3.9 Application Software Certification from CERT-in Empanelled Security Auditor

On successful UAT and prior to the Go Live, SI in consultation with WBPCB shall undertake testing and certification of the Software by any CERT-in empanelled security auditor. SI will be required to provide necessary support to the certification agency and carry out necessary updates to the system to meet the compliance requirements. The cost for obtaining the certification from CERT-in empanelled security auditor will be borne by the SI.

The CERT-in empanelled security auditor will also conduct Vulnerability Assessment and Penetration Testing of the ERP system before Go-Live. If any deviation is observed it has to be complied as per the standard by the SI.

The cost for obtaining the certification from CERT-in empanelled security auditor will be borne by the SI. SI should submit bid considering the cost of security audit after deployment, during warranty period and O&M period.

3.10 Integration with existing system

SI has to make provision for necessary Application Programme Interfaces (APIs) to integrate with the any existing Government application systems (if required). SI has to provide proper documentation for this integration. There are Five (5) existing applications as on current date to be integrated.

SI has to develop a provision for integration with the Biometric attendance system of WBPCB in future for attendance management of the employee.

3.11 Operations & Maintenance (Post Implementation Service)

- a. SI must extend Post Implementation Maintenance of 5 years after successful commissioning (Go Live of the web based solution).

- b. The warranty period will be 1 year after successful commissioning (Go-Live of the application) and the same will be considered parallel to support and maintenance phase till 1 year from go live of the application.
- c. SI needs to provide the operational and maintenance support for the systems that are implemented and being used before Go-Live.
- d. SI must provide a Centralized Support and Incident Management Support till the end of contractual period (including 1 year of Warranty and 5 years of operational and maintenance support).
- e. During the operations and maintenance, SI should:
 - i. Ensure that all necessary measures are taken for the smooth operation of the web based system
 - ii. Necessary training/knowledge sharing to WBPCB
 - iii. Ensure that all necessary know-how is transferred to WBPCB support team in an effective manner to facilitate a smooth transition at the end of contractual period. Performance metrics for the transition will need to be agreed between the SI and WBPCB

3.12 Change Management

In the event of any proposed change to the web based application during the contract period after Go-Live, the SI will follow the procedure as mentioned below:

- a. If WBPCB wants any modification/change in any feature, interface, function, etc. of the web based solution, it will raise Change Request in the format as prescribed by SI.
- b. SI will study the Change Request and submit Change Request to WBPCB. WBPCB will give approval/ rejection of the Change Request.
- c. After receiving approval from WBPCB, SI will complete the changes desired by WBPCB and tests it properly in the staging environment before place it to the operational environment.
- d. The change will be verified by WBPCB on implementation of the change request to the operational environment. Proper impact analysis and estimation of the changes will be done by the SI
- e. After implementation of changes, it is observed that the changes are found not appropriate

as per requirements or does not work properly; in that case, SI will provide rollback mechanism without any interruption of regular operation of application.

- f. Even if there is no change request, any statute changes (releases of patches/fixes or change in taxes etc.) have to be installed & configured by the SI until the contract period.

3.13 Capacity Building

Capacity Building is one of the most critical aspects of the project in view of the changes that shall be incorporated in the operational behaviour of the organization with the introduction of new solution.

The experienced Trainer from SI will provide the training on developed web based solution implemented at WBPCB to the Champion users, Administrator & decision authorities. SI will be responsible to provide training to every individual users of the application.

3.13.1 Approach & Methodology for Capacity Building

SI will provide role based training of the users of proposed web based solution. The below table demonstrate the approach & methodology for implementation of capacity building:

Initiation	Design & Development	Implementation	Support
<ul style="list-style-type: none"> ✓ Training Need Assessment. ✓ Identification of training module ✓ Identification of training users 	<ul style="list-style-type: none"> ✓ Training Plan & Schedule ✓ Training Calendar ✓ Role wise mapping of applications ✓ Curriculum Design 	<ul style="list-style-type: none"> ✓ Content Development ✓ Training Delivery ✓ Feedback from users ✓ Feedback review 	<ul style="list-style-type: none"> ✓ Availability of self-learning/refresher material ✓ Post-delivery support if needed

Figure 2: Approach & Methodology for Capacity Building

3.13.2 Capacity Building Plan

Capacity Building Plan will include the following:

- a. Imparting training as per the Training Need Analysis (TNA).

- b. Trainings will be imparted to all levels of WBPCB officers those who will be involved in the processes pertaining to the selected services.
 - i. Overall Application Training & Project Management
 - ii. Application related training
 - iii. System Administration and support training
 - iv. User Training on application
- c. Prepare and organize training programs to facilitate the efficient usage of new system. Training shall encompass the knowledge of basic functionality of solution and other back-end processes. Training shall also be provided for basic trouble shooting activities in case of problems.
- d. User Manuals, presentations and videos to be developed to promote self-learning and assist training participants in undergoing the training.
- e. There would be mechanisms to capture feedback of training programs conducted to gauge the effectiveness of instruction and make improvements if required.

3.13.3 Training Need Analysis

Based on the organizational hierarchy and the envisaged roles and responsibilities, WBPCB officials have been categorized into four Groups – A, B, C & D.

Levels	Description
Group A (Level 1)– Decision Making Group	Chairman, Member Secretary, Chief Engineer, Chief Scientist, SPM and equivalent etc.
Group B (Level 2) – Administrative Group	For Admin-DS/Admin Officer and equivalent For Accounts- FAM and equivalent
Group C (Level 3) – Supervisory Group	For Admin- HA/HC/Superintendent For Accounts- AFM/AO and equivalent
Group D (Level 4)- Transaction level/User Group	For Admin- LDA/UDA and equivalent For Accounts –Accounts Clerk/ Sr. Accounts Clerk /JAO and Equivalent

Table 7: User Group Categorisation

The following table indicates the sample training modules:

Sl. #	Module Description	Course Content	Tentative Team Size	Batch Size
1.	Overall Application Training & Project Management (Group A)	Management and Sustainability of the application software	10	1
2.	Application related training (Group B)	Training on process improvements and operating the application. Case Studies.	60	6
3.	System Administration and support training (Group C)	User Management, Access Right Management, Master Data Management	20	2
4.	User Training on application (Group D)	Training on Application Usability	200	4

Table 8: Training Schedule Summary

3.14 Documentation of the web based Project

SI will provide documentation, which should follow the IEEE standards. This documentation should be submitted as the project undergoes various stages of implementation. Indicative list of documents include:

- a. Training Material: Training Material will include the presentations used for trainings and also the required relevant documents for the topics being covered.
- b. User Manuals: For all the Application Software Modules, required for operationalization of the system.
- c. System Manual: For all the Application Software Modules, covering detail information required for its administration.
- d. Source Code document

3.15 Team Composition, Roles & Responsibilities for the Key Experts

System Integrator has to provide the following minimum key resources during implementation of the web based application.

Positions	Number of Person	Person-Month Requirement	Roles & Responsibilities
Project Manager	1	7.5 (Full Time)	<ul style="list-style-type: none"> a. Review detailed System Requirement Specification (SRS) and System Design Documents (SDD) b. Supervise all development and implementation activities c. Assure quality of the system d. Responsible for coordinating and ensuring the preparation and submission of the inception and final reports of the project
Software Developer	2	10 (Full Time)	<ul style="list-style-type: none"> a. Working closely with Functional Lead, Technical Lead, Lead QA & Software Tester b. Producing detailed specifications and writing the program codes c. Responsible for development of web application as per requirement d. Perform Unit Testing & submission of test cases e. Fixing up the bugs reported at the time of application testing
Trainer	1	0.5 (Full Time)	<ul style="list-style-type: none"> a. Design the content of the training materials. b. Imparts training and handholding to the various groups defined as per the roles of the user. c. Conduct refresher training as per the requirement.
Quality Lead	1	2 (Intermittent)	<ul style="list-style-type: none"> a. Defining quality standards and metrics for the current project b. Working with all stake holders to ensure that the quality metrics is reviewed, closed and agreed upon c. Make the QA team aware of the Quality matrix and resolve all the queries d. Create a list of milestones and checkpoints and set measureable

Positions	Number of Person	Person-Month Requirement	Roles & Responsibilities
			criteria's to check the quality on timely basis.
Support Staff	1	12 (Full Time)	a. Support the application and responds to the user requirement/issues. b. Record the issues of the user and report to the development team

Note: a) Please note that the project scope mentioned here are indicative in nature and may vary/change depending upon the situation and requirement from WBPCB.

b) Deployment of Onsite support engineer during warranty period of 1 year is essential. Deployment of Onsite support engineer during O&M period of 5 years should be based on requirement basis. SI should maintain close contact with the Board officials during every stage of development.

SECTION – F: PROJECT TIMELINE & PAYMENT SCHEDULE

1. Time Schedule for Implementation

Phase	Project Activity	Deliverables	Timeline
“T” is the date of signing of Contract			
General & System Requirement Study (SRS)	Project Kick off presentation, Mobilisation of Resources, Submission & walkthrough of Inception Report and Project Management Plan	Inception Report	T + 2 Week
	Prepare the Detailed Technical Architecture of the Overall System in consultation with all the Stakeholders, Completion of detail survey	As-Is Report	T + 3 Weeks
	Prepare SRS, SDD for all the Software Components	Software Requirements Specification (SRS) Document	T + 5 Weeks
Design & Development	Design and Development of proposed web based Solution	a. Finalized Prototype/Wireframes b. Finalized Requirement Specification documents c. HLD d. LLD	T + 14 Weeks
Implementation	Delivery of system for UAT (all modules)	a. Data Migration and migration plan b. Installation of Software License and available environment for UAT	T + 15 Weeks
	Completion of User Acceptance Testing (UAT)	User Acceptance Certificates obtained from the section head of concern section/Head of Organisation	
	Training and Capacity Building for the relevant WBPCB officials + Data Migration	a. User Manual b. System Documentation	T + 17 Weeks
	Security Audit	CERT-In Security Audit certificate from authority	T + 19 Weeks
	Hosting, Configuration & Go-Live	Go-Live sign-off	T + 20 Weeks
	Warranty Support	After Go Live	1 year
	Operation & Maintenance Support for 5 years	As per Scope of Work	5 years

Table 9: Deliverables with Timeline

Note:

- a. The Template of all the documents needs to be pre-approved by WBPCB.
- b. Delay in any deliverables would lead to the violation of SLA as mentioned in Section-G of this document
- c. Weekly Project Progress reports to be submitted in an approved format.

2. Payment Milestone

Payments for the project shall be made after each quarter ending according to the below mentioned activities:

Phase	Project Activity	Deliverables	Payment Milestone
General & System Requirement Study (SRS)	Project Kick off presentation, Mobilisation of Resources, Submission & walkthrough of Inception Report and Project Management Plan	Inception Report	5% (% of total implementation cost)
	Prepare the Detailed Technical Architecture of the Overall System in consultation with all the Stakeholders, Completion of detail survey	As-Is Report	5% (% of total implementation cost)
	Prepare SRS, SDD for all the Software Components	Software Requirements Specification (SRS) Document	5% (% of total implementation cost)
Design & Development	Design and Development of proposed web based Solution	e. Finalized Prototype/Wireframes f. Finalized Requirement Specification documents g. HLD h. LLD	40% (% of total implementation cost)
Implementation	Delivery of system for UAT (all modules)	c. Data Migration and migration plan d. Installation of Software License and available environment for UAT	15% (% of total implementation cost)

Phase	Project Activity	Deliverables	Payment Milestone
	Completion of User Acceptance Testing (UAT)	User Acceptance Certificates obtained from the section head of concern section/Head of Organisation	
	Training and Capacity Building for the relevant WBPCB officials + Data Migration	c. User Manual d. System Documentation	10% (% of total implementation cost)
	Security Audit during project period	CERT-In Security Audit certificate from authority	10% (% of total implementation cost)
	Hosting, Configuration & Go-Live	Go-Live sign-off	10% (% of total implementation cost)
O&M /AMC	Operation & I Maintenance Support for 5 years	As per Scope of Work	Yearly O&M cost to be paid Quarterly subject to satisfactory report from the Consignee/ Coordinating Officer.

Table 10: Payment Milestones

Note: All payments are linked with SLA as mentioned in the Section-G

SECTION - G: SERVICE LEVEL AGREEMENT

Service Level Agreement (SLA) shall become the part of contract between WBPCB and the successful bidder. The successful bidder has to comply with Service Levels requirements to ensure adherence to quality and availability of services, throughout the period of this contract - for a period of two years. The successful bidder has to supply appropriate software/automated tools as may be required to monitor and submit reports of all the SLAs mentioned in this section.

For purposes of the SLA, the definitions and terms as specified in the document along with the following terms shall have the meanings set forth below:

- a. **“Total Time”** - Total number of hours in the quarter (or the concerned period) being considered for evaluation of SLA performance.
- b. **“Uptime”** – Time period for which the specified services/ outcomes are available in the period being considered for evaluation of SLA. Formulae for calculation of Uptime: $Uptime (\%) = \{1 - [(Downtime) / (Total\ time - scheduled\ maintenance\ time)]\} * 100$
- c. **“Downtime”**- Time period for which the specified services/ components/ outcomes are not available in the concerned period, being considered for evaluation of SLA, which would exclude downtime owing to Force Majeure & Reasons beyond control of the successful bidder.
- d. **“Scheduled Maintenance Time”** - Time period for which the specified services/ components with specified technical and service standards are not available due to scheduled maintenance activity. The successful bidder is required to take at least 10 days prior approval from WBPCB for any such activity. The scheduled maintenance should be carried out during non-peak hours (like post mid-night, and should not be for more than 4 hours. Such planned downtime would be granted max 4 times a year.)
- e. **“Incident”** - Any event / abnormalities in the service being rendered, that may lead to disruption in normal operations and services to the end user.
- f. **“Response Time”** - Time elapsed from the moment an incident is reported over the designated mode of communication (as decided between SI and WBPCB), to the time when a resource is assigned for the resolution of the same.

- g. **“Resolution Time”** - Time elapsed from the moment incident is reported via the designated mode of communication (as decided between SI and WBPCB) and services as promised are restored.

1. Measurement of SLA

- a. The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on quarterly basis. The SLA also specifies the liquidated damages for lower performance and breach conditions.
- b. Payment to the SI is linked to the compliance with the SLA metrics. The matrix specifies three levels of performance, namely,
 - i. SI will get 100% of the contracted value if all the baseline performance metrics are compiled and the cumulative credit points are 100
 - ii. SI will get lesser payment in case of the lower performance from milestone
 - iii. If the performance of SI in respect of any parameter falls below the prescribed lower performance limit, debit points are imposed for the breach.

2. Severity Classification:

IR Classification	Description	Response Time	Resolution Time
Critical (P1)	System degradation that slows down operations. Problem affecting production systems, demanding immediate attention. Customer or IT service has been affected. Business risk is moderate to low. SLA 99.99%	10 Minutes	60 Minutes
Medium (P2)	Other problems with no business impact. SLA 99.5%. Shall include components from production infrastructure whose have failed however operations is not impacted.	30 Minutes	120 Minutes
Low (P3)	Other problems with no business impact. SLA 98%	240 Minutes	2 Days

Table 11: SLA Severity Classification

3. Maintenance of SLAs

- a. The SI would implement a system to measure the SLAs as defined in this RFP. This system will be audited by WBPCB. Any variation between actual real time performance and real values may lead to deduction of quarterly payment as mentioned in the above Penalty Calculation Table.
- b. The SLA parameters shall be measured for each of the sub systems' SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools. All such required tools should be provided by the successful bidder. WBPCB will have the authority to audit these tools for accuracy and reliability.
- c. Various SLAs to be operationalized during the contract period, are mentioned in the SLA Table given below:

Sl.#	Parameter	Target	Basis	Penalty
1. Application Performance				
a.	Average availability of web-based application over the Internet/ Intranet	Minimum 99.99% up time	Measured using the EMS tool on a daily basis. Non-availability of any of the services would amount to deviation.	0.75 % of the quarterly payment will be deducted in case of deviations more than 2 occurrence in a quarter.
b.	Time taken to load the web-based application Portal page at any time	a. <3 sec for static page b. < 8 sec for any dynamic page c. <20 sec for reports	Speed measured over a leased circuit or equivalent at 2 mbps bandwidth	0.25 % of the quarterly payment will be deducted in case of deviations more than 2 occurrence in a quarter.
c.	Reports Generation Response Time (Alerts/MIS/Logs etc.)	a. Simple query - <5 Secs. b. Complex query-<30 secs	Per occurrence/Qtr.	0.25 % of the quarterly payment will be deducted in case of deviations more than 2 occurrence in a quarter.
d.	RTO & RPO	a. For peak hours zero RPO & RTO b. For non-peak hours Zero RPO and RTO <= 60 minutes	Per Quarter	0.5% of Quarterly Payment Due

2. Technical Support, Trouble Ticketing & Issue Resolution				
a.	Critical Issue (P1) (that impacts more than one production services & higher management call)	a. Response Time = 10 minutes b. Resolution Time= 60 minutes	Per Occurrence	0.75 % of the quarterly payment will be deducted in case of deviations more than 2 occurrence in a quarter.
b.	Medium Level Issue (P2) (that does not impact production services)	a. Response Time = 30 minutes b. Resolution Time= 120 minutes	Per Occurrence	0.50 % of the quarterly payment will be deducted in case of deviations more than 2 occurrence in a quarter.
c.	Low level Issue (P3) (upgrade, shifting and preventive maintenance of non-production items)	a. Response Time = 240 minutes b. Resolution Time= 2 days	Per Occurrence	0.25 % of the quarterly payment will be deducted in case of deviations more than 2 occurrence in a quarter.
3. Change Request Management				
a.	Impact Analysis & Report of CR	Within 3 days	No. of days	0.25 % of the quarterly payment will be deducted in case of deviations more than 2 occurrence in a quarter.
b.	Modification in existing forms & reports (on approval of Change Request by CCB)	Form level change – <ul style="list-style-type: none"> • 1 to 5 fields = 5 day • 5 to 10 fields = 10 days • More than 10 fields = 15 days Report level change <ul style="list-style-type: none"> • 1 to 5 fields = 5 days • 5 to 10 fields = 10 days • More than 10 fields = 15 days 	No. of days	0.25 % of the quarterly payment will be deducted in case of deviations more than 2 occurrence in a quarter.
c.	Development of new forms & reports (on	Form level change	No. of days	0.25 % of the quarterly payment will be deducted

	approval of Change Request by CCB)	<ul style="list-style-type: none"> • 1 to 5 fields = 7 days • 5 to 10 fields = 12 days • More than 10 fields = 17 days Report level change		in case of deviations more than 2 occurrence in a quarter.
d.	Change in Workflow (On approval of CR by CCB)	Within 15 days	No. of days	0.50 % of the quarterly payment will be deducted in case of deviations more than 2 occurrence in a quarter.
e.	UAT defects fixing	Within 3 days	No. of days	0.75 % of the quarterly payment will be deducted in case of deviations more than 2 occurrence in a quarter.
f.	Security Audit Report (NC to be closed)	Within 3 days	No. of days	0.50 % of the quarterly payment will be deducted in case of deviations more than 2 occurrence in a quarter.
g.	Deployment of CR outflow clearance	Within 2 days	No. of days	0.25 % of the quarterly payment will be deducted in case of deviations more than 2 occurrence in a quarter.

Table 12: Measurement of SLA

Note:

- a. Number of days mentioned here is the number of working days not the calendar days
- b. WBPCB would also have right to invoke termination of contract in case of breach or deviation of SLA is more than 2 occurrences/ quarter.

SECTION- I: FORMATS FOR ELIGIBILITY CRITERIA

1. Annexure 1: Declaration of Eligibility Criteria

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

(Tender No. **WBPCB/ACSOFTWARE/e-08/2020-21** Date: **19/01/2021**)

ELIGIBILITY CRITERIA FOR BIDDER (SYSTEM INTEGRATOR)

SI. #	Eligibility Criteria	Submitted (Yes/No)
1.	Average annual sales turnover from web based application related business in last three (3) audited financial years (2017-18,2018-19,2019-20) as per published balance sheet should be minimum INR 25 lakhs and must have been a profit-making organisation for last 3 financial years ending 31.03.2020.	
2.	<p>The Bidder should have successfully developed/Executed web portal for any Government Departments/PSU/Board/Council or similar organisation in India in last seven (7) years before the last date of Bid submission with order value as follows:</p> <p>a. The bidder has successfully completed three such completed works costing not less than the amount of INR 30.00 lakh each during last seven (7) years.</p> <p style="text-align: center;">OR</p> <p>b.The bidder has successfully such completed two similar completed works costing not less than the amount of INR 37.50 lakh each during last seven (7) years</p> <p style="text-align: center;">OR</p> <p>c.The bidder has successfully completed a similar completed work costing not less than the amount of INR 60.00 lakh during last seven (7) years</p>	
3.	The bidder must have minimum 30 IT professionals having experience in web portal implementation & maintenance on its pay-roll in current year.	
4.	The bidder must have ISO/IEC 9001:2015 Certificate OR CMMI Level 3 Certificate and above certification for Software Design, Development & Test for the Delivery Location and ISO 27001 certificate.	
5.	<ul style="list-style-type: none"> • Bidder may be a Sole Proprietorship Firm, Partnership Firm, Company or Joint Venture/Consortium. • The bidder should have existence in India for last seven (7) years at the end of 31st March 2020. • The bidder should be into the business of IT/ITeS for the last seven (7) years at the end of 31st March, 2020. • The bidder shall be solvent at the date of bidding. 	

6.	<ul style="list-style-type: none"> • Joint venture/consortium is allowed for this bidding, in which case, the declaration of the lead bidder, maintaining legality, is a compulsory precondition and all the partners of such consortium shall be solely responsible for completion of the project throughout the period. • Any party or person shall singly or jointly be able to be a bidder in only one bid submission. Two or more bids submitted with the same person or party as a bidder shall be summarily rejected. • The number of members of JV / Consortium to be limited to three member including LEAD PARTNER. • Any member/partner of JV/Consortium shall not be permitted to be the member/partner of any other JV/Consortium intending to participate in this tender. 	
7.	<ul style="list-style-type: none"> • Trade License • GST Certificate • Income Tax Return (Latest 5 years) • Copy of PAN • Articles of Association/Company Registration (depending on company type) 	
8.	The responding bidder must not be blacklisted by any Government Department, Ministry or Agency in India for breach of ethical conduct or fraudulent practices.	
9.	The bidder shall submit the Power of Attorney of Authorization for signing the bid in Rs.10.00 Non Judicial Stamp Paper.	
10.	Bidder should submit Earnest Money Deposit (EMD) of `Rs.1,50,000/- (Rupees one lakh fifty thousand only) through online as mentioned above in the document.	
11.	Bidder should submit Tender Document Fee of Rs.5,000/- (Rupees Five thousand only) through online as mentioned above in the document	

Signature of Authorized Signatory (with official seal)

Name :
 Designation :
 Address :
 Telephone& Fax :
 Mobile Phone No :
 E-mail address :

2. Annexure–2: Format for Bidder's Particulars

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

To,
The Member Secretary
Paribesh Bhavan,
10A, Block-L.A.,
Sector III, Salt Lake City,
Kolkata - 700 106

Bidder information Format

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

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone & Fax :
Mobile Phone No :
E-mail address :

3. Annexure-3: Bidder's Annual Turnover over last 3 financial years

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

Date: dd/mm/yyyy

To,
The Member Secretary
Paribesh Bhavan,
10A, Block-L.A.,
Sector III, Salt Lake City,
Kolkata - 700 106

Dear Sir,

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

Name of the Organization	Annual Turnover (Indian Rupees in Lakhs)			Average of the Three
	FY 2017- 2018	FY 2018- 2019	FY 2019- 2020	

Yours Sincerely,

Signature of Statutory Auditor (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :

4. Annexure-4: Declaration for not being blacklisted

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

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

(Place)

(Date)

The Member Secretary
Paribesh Bhavan,
10A, Block-L.A.,
Sector III, Salt Lake City,
Kolkata - 700 106

Ref: RFP for Implementation of an Integrated Web Based solution for West Bengal Pollution Control Board (WBPCB) Ref: RFP No. WBPCB/ACSOFTWARE/e08/2021(2nd)
Date: 23/02/2021

.....>

Dear Sir,

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

Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
Mobile Phone No :
E-mail address :

5. Annexure-5: List of Documents Submitted

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

Sl. #	Documents to be Submitted	Submitted (Y/N)	Documentary Proof (Page No.)
1.	Eligibility Criteria Cover letter (Annexure-1)		
2.	Power of attorney/board resolution to the authorized Signatory of the Bid		
3.	Bidder's particulars (Annexure-2)		
4.	Bidder's annual turnover for last 3 years (Enclose copy of Audited Balance Sheet for last 3 years, Copy of the audited Profit & Loss Statements for each of the last 3 financial years) (Annexure-3)		
5.	Declaration for not being black-listed (Annexure – 4)		
6.	Formats for Technical bid (Section J)		
7.	NIT Declaration (Annexure – 7)		
8.	Certified copies of valid PAN document/CMMi Level certification/GST registration		
9.	Technical Capability/Past Projects (Annexure – 8)		
10.	Bidder's Understanding of the Project requirements		
11.	Technical Solution Proposed		
12.	Approach & Methodology		
13.	Commercial Bid (Separate document to be uploaded in PDF format (as per Section-K)		
14.	Certificate from HR department mentioning the relevant manpower strength.		

Signature of Authorized Signatory (with official seal)

Name :
 Designation :
 Address :
 Telephone & Fax :
 Mobile Phone No :
 E-mail address :

SECTION- J: FORMATS FOR TECHNICAL BID

1. Annexure-7: NIT Declaration

(To be submitted on the Letterhead of the bidder)

(Place)

(Date)

To,

The Member Secretary

Paribesh Bhavan,

10A, Block-L.A.,

Sector III, Salt Lake City,

Kolkata - 700 106

Ref: WBPCB/ACSOFTWARE/e08/2021(2nd) Date: 23/02/2021

Sub: Submission of proposal in response to RFP for Implementation of an Integrated Enterprise Resource Planning (ERP) solution for West Bengal Pollution Control Board (WBPCB).

Dear Sir,

- i. We have examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP no. _____ dated _____ for “Design, Development Implementation and Maintenance of an integrated web based solution for West Bengal Pollution Control Board (WBPCB)”, in full conformity with the said RFP document.
- ii. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- iii. In the event of acceptance of our bid, we do hereby undertake:-
 - a. To commence services as stipulated in the schedule of delivery forming a part of the attached proposal.

- b. We affirm that the price quoted are exclusive of all charges and all taxes.
- iv. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 150 days from the date of submission of the bid.
- v. The EMD as given in Notice Inviting Tender Section is attached with this proposal.
- vi. The EMD of Rs.1,50,000/- (Rupees one lakhs fifty thousand only) submitted by us may be encashed if we do not submit the requisite Performance Bank Guarantee within three weeks of award of contract.
- vii. 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.
- viii. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
- ix. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
- x. We understand you are not bound to shortlist / accept any proposal you receive

Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone & Fax :
Mobile Phone No :
E-mail address :

2. Annexure-8: Technical Capability/ Past Projects

General Instructions on Preparation of the Technical Proposal

Bidders have to submit a very structured and organized technical bid, which will be analysed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project. The document submitted must be searchable and well indexed without any handwritten material. Quality and completeness of the information submitted by the Bidder will matter a lot for carrying out fair evaluation of the bidder's capability.

Sl. No.	Project Name	Start Date	End Date/Status	Brief description of project & scope of work	Approx. value of the project	Contact details of the Customer
1.						
2.						

The past experience in several projects is to be submitted in the format mentioned below:

#	Criteria	Details
1.	Name of the Project	
2.	Name of the Client	
3.	Name and Designation of the client contact person(s)	
4.	Contact details of the client contact person(s)	
5.	Total Cost of the Project (Attach Order Copy received from Customer)	
6.	Project Components	
7.	Duration of the project (number of months, start date, completion date, current status)	
8.	Go Live Certificate (Yes/No) (attach Go Live certificate in the Bid)	
9.	Describe the Project in Brief	
10.	Briefly describe the set of activities carried out by your firm	

Note: The Bidder is required to use above format for all the projects referenced by the Bidder for the pre-qualification criteria and technical bid evaluation.

Signature of Authorized Signatory (with official seal)

Name :
 Designation :
 Address :
 Telephone & Fax :
 Mobile Phone No :
 E-mail address :

3. Annexure-9A: Details of the Manpower Proposed

#	Name of the Resource	Proposed Role	Highest Qualification	Total Experience (in years)	Total Relevant Experience for the proposed position (in years)

4. Annexure-9B: Curriculum Vitae of Manpower Proposed

#	Item	Description			
1	Name of the Staff				
2	Current Designation in the Organisation				
3	Proposed Role in the Project				
4	Proposed Responsibilities in the Project				
5	Date of Birth				
6	Education	<ul style="list-style-type: none"> ▪ Degree / Diploma, College, University, Year of Passing ▪ Degree / Diploma, College, University, Year of Passing 			
7	Summary of Key Training and Certifications	<ul style="list-style-type: none"> ▪ ▪ 			
8	Language Proficiency	Language	Reading	Writing	Speaking
9	Employment Record (For the total relevant experience)	From / To:			
		Employer:			
		Position Held:			

		From / To:	
		Employer:	
		Position Held:	
		From / To:	
		Employer:	
		Position Held:	
10	Total No. Of Years of Work Experience		
11	Total No. Of Years of Experience for the Role proposed		
12	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)	Name of assignment or project:	
		Year:	
		Location:	
		Client:	
		Main project features:	
		Positions held:	
		Activities performed:	

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client

{day/month/year}

Name of Expert

Signature

Date

5. Annexure-10: Undertaking on Total Responsibility

Date:

To,
The Member Secretary
Paribesh Bhavan,
10A, Block-L.A.,
Sector III, Salt Lake City,
Kolkata - 700 106

Dear Sir,

Sub: Self-certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for the successful and defect free operation of the proposed Design, Development, Implementation and Maintenance of Integrated Web based solution, as per the requirements of the RFP.

Thanking you,
Yours faithfully

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
Mobile Phone No :
E-mail address :

SECTION- K: FORMATS FOR COMMERCIAL BID

1. Annexure-11: Commercial Bid Format

(Bidders have to submit the price bid strictly in this format, otherwise the bid will be rejected)

Ref. No. **WBPCB/ACSOFTWARE/e08/2021(2nd)** Date: **23/02/2021**

Tender for: Selection of System Integrator to design, develop, implement and maintain web application for Pollution Control Board, West Bengal.

Tender No. <.....>

Dated: <.....>.

To,

The Member Secretary

Paribesh Bhavan,

10A, Block-L.A.,

Sector III, Salt Lake City,

Kolkata - 700 106

Dear Sir,

In response to the above tender, we offer our price as below:-

Total Value of Price Bid

Sl. No.	Particulars	Basic Price (₹) [A]	GST %	GST Amount (₹) [B]	Any Other Tax (₹) [C]	Total (₹) [A+B+C]
1.	Total Design, Development of Integrated Web Based Application Cost (Form A)					
2.	Total Training & Handholding Cost (Form B)					
3.	Total Data Migration Cost (Form C)					
4.	Total Security Audit Cost (Form D)					
5.	Total Operation & Maintenance Cost (for 5 Years) (Form E)					
Total Cost (in figures)						

Total Cost (in Words)	
-----------------------	--

Form A: Details of Design, Development, Implementation of Integrated Web Based Solution Cost

Sl. No.	Particulars	Basic Price (₹) [A]	GST %	GST Amount (₹) [B]	Any Other Tax (₹) [C]	Total (₹) [A+B+C]
1.	Preparation of Inception Report					
2.	SRS and Design Preparation and Submission					
3.	Application Design, Development and Testing OR cost of Design, Development, Testing customization of the pre-developed software for 200 users					
4.	Testing & Final Acceptance Test					
5.	Application Hosting in Cloud SDC & Go-Live					
Sub Total (in figures)						
Sub Total (in Words)						

Form B: Details of Training & Handholding Cost

Sl. No.	Cost Items	Tentative Participants [A]	Unit Rate (₹) [B]	GST (%)	Total GST (₹) [C]	Any other Tax (₹) [D]	Total = ((A*B) + (C+D))
1.	Overall Application Training & Project Management	10					
2.	Application related training	60					
3.	System Administration and support training	20					

4.	User Training on application	200					
Sub Total (in Figures)							
Sub Total (in Words)							

Form C: Details of Data Migration

Sl. No.	Details/Description	Back end Details	Indicative Volume	Automation type	Cost (₹) [A]	All Applicable Taxes (₹) [B]	Total [A+B]
1.	Personnel Information System	DB (PostgreSQL)	25MB	Data to be migrated to developed web based application			
2.	Accounts	DB (PostgreSQL)	358MB				
3.	Payroll	DB (PostgreSQL)	186MB				
Data Migration Sub Total (in Figures)							
Data Migration Sub Total (in Words)							

Form D: Details of Security Audit Cost during warranty and O&M period

Sl. No.	Items	Quantity [A]	Unit Rate (₹) [B]	GST (%)	Total GST (₹) [C]	Any other Tax (₹) [D]	Total = ((A*B) + (C+D))
1.	Security Audit (CERT – In Certificate from empanelled security auditor)	2 (per year) during project period					
Sub Total (In Figures)							
Sub Total (In Words)							

Form E: Details of Operation & Maintenance Cost

Sl. No.	O&M support (X)	Unit Rate (per Month) (Y)	No. of Month (Z)	Sub - Total Cost (T1= X*Y*Z)	All applicable taxes on T1 (Indian rupees) (T2)	Total (T1+T2)
1.	Cost for Integrated Web Based Application support					

1(a)	1 st Year O&M		12		
1(b)	2 nd Year O&M		12		
1(c)	3 rd Year O&M		12		
1(d)	4 th Year O&M		12		
1(e)	5 th Year O&M		12		
Total (In Figures)					
Total (In Words)					

Form F: Cost for Change Management:

Sl. No.	Description of Work	Unit	Unit Rate
1.	Change Management Cost	Per Man Month	
2.	Change Management Cost	Per Man Hour	

Change Management cost should not be considered as part of BOQ.

- *Cost of sending SMS will be borne by WBPCB on actual reimbursement basis. Gateway integration will be the responsibility of SI.*
- *Bidders are required to identify and add relevant notes for all types and values of taxes separately. If no additional notes are present, it will be assumed that all taxes have been considered by the Bidder.*
- *For each tax items, unless accompanied by relevant justification, the same will not be allowed and the values will be deducted before the final calculations are made. All others Taxes to be added as columns and be specified.*

Dated, thisday of20____

Signature of Authorized Signatory (with official seal)

Name :
 Designation :
 Address :
 Telephone& Fax :
 Mobile Phone No :
 E-mail address

2. Annexure-12:

i)Format for Performance Bank Guarantee

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

In consideration of the WBPCB having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfilment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the WBPCB an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by WBPCB by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the WBPCB by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of WBPCB in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.
2. We under take to pay to the WBPCB any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
3. We(name of the bank)_____ 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 agreement and that it shall continue to be enforceable till all the dues of the WBPCB under or by virtue of the said Agreement have been fully paid and its claims

satisfied or discharged or till _____(office/Department) WBPCB certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO YEARS (as specified in the tender no.....) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

4. We (name of the bank)_____ further agree with the WBPCB that the WBPCB shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the WBPCB against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the WBPCB or any indulgence by the WBPCB to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

6. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the WBPCB in writing.

_____ Dated the _____ day of _____
_____ for _____
_____ (Indicate the name of bank)

INSTRUCTIONS FOR FURNISHING PERFORMANCE BANK GUARANTEE

1. B.G. for Performance Guarantee 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 WBPCB in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
11. Issuing Bank / The Vendor are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to WBPCB
12. Bank details for any bank guarantee submission ,if required

Name of the Bank	UNION BANK OF INDIA
Branch	KOKATA - NUJS CAMPUS BR.
Address	12, LB-BLOCK, SECTOR-III,BIDHANNAGAR,KOLKATA-700106
Account Number	510131000002460
IFSC Code	UBIN0906638
Type of Account	Current Account
Beneficiary	West Bengal Pollution Control Board

Attachment- 1: DEVIATION SCHEDULE

(Deviation Schedule)

Bidders Name & Address:

To:

**West Bengal Pollution Control Board
ParibeshBhawan, 10A, Block LA, Sector – III
Salt Lake, Kolkata – 700106**

Dear Sir,

Subject: Deviation Schedule

We declare that the following are the only and exhaustive deviations, variations from, exceptions and exclusions to the Bidding Documents for Services as outlined in your Technical Specifications for the subject package. Except these deviations, subject to the approval and acceptance by you, the entire work shall be performed as per your specifications and documents. Further, we agree the additional conditions, if any found elsewhere in the offer other than those stated below, save that pertaining to any rebates / discounts offered, shall not be given effect to:

Equipment Code No.	Clause Ref./ Page No.	As Specified in the Bid Documents	Deviation and Variations to the Bid document

Date : (Signature)

Place : (Printed Name)

(Designation)

(Common Seal)

Note :

- 1) Continuation sheets, of like size and format, may be used as per Bidder's requirement and shall be annexed to this Schedule.
- 2) The deviations and variations, if any, shall be bought out separately for each of the equipment.

SECTION- L: GENERAL FORMATS

1. Annexure-13: Draft Contract Agreement

<On a Rs. 100/- Non Judicial Stamp Paper>

This Contract Agreement, hereinafter referred to as “**CA**” is made this ____ day of _____ 2021 at [office address]

BETWEEN

The Member Secretary, West Bengal Pollution Control Board (WBPCB), West Bengal, (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part

AND

M/s _____, a company registered under The Companies Act, 1956 having its registered office at _____ and place of business at _____, hereinafter referred to as “**System Integrator**” (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns) of the Second Part

Each individually a “Party” hereto and collectively the “Parties”

And Whereas WBPCB intends to provide convenient and speedy services using Information and Communication Technologies (ICT) to the citizen and has published the bid to seek services to design, develop, test, integrate, implement, operate and maintain after Operational Acceptance “Selection of System Integrator to design, develop, implement and maintain web application for Pollution Control Board, West Bengal” for 5 years after Go-Live;

And whereas M/s. ----- has submitted its bid to design, develop, test, implement, operate and maintain the Project “**Selection of System Integrator to design, develop, implement and maintain web application for West Bengal Pollution Control Board**”;

And whereas WBPCB 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:

Definitions, Interpretations and Other Terms

- ✓ **Bid** means the bid process conducted by WBPCB and the technical and commercial bids submitted by the successful Bidder, along with the subsequent clarifications and undertakings, if any;
- ✓ **Confidential Information** means all information including WBPCB Data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA);
- ✓ **Customers** mean all citizens and business organization and users who use the WBPCB services.
- ✓ **Deliverables** means all the activities related to the technical documents, software applications, customized source codes, as defined in the bid, based on which the technical bid and commercial bid was submitted by the Bidder and as required as per this CA;
- ✓ **Effective Date** means the date on which this CA is executed;
- ✓ **CA** means this Contract Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the bid (as may be amended, supplemented or modified in accordance with the provisions hereof) and the bid. **In the event**

of a conflict between this CA and the Schedules, the terms of the CA shall prevail; with overriding effect;

- ✓ **Performance Security** means the irrevocable and unconditional Bank Guarantee provided by the System Integrator from by any of the approved banks in favour of “West Bengal Pollution Control Board, West Bengal” for an amount equivalent to 10% of the total contract value i.e. `(Rupees.....only);
- ✓ **Proprietary Information** means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned/licensed by either Party or granted by third parties to a Party hereto prior/ subsequent to the execution of this CA;
- ✓ **Required Consents** means the written consents, clearances and licenses, rights and other authorizations as may be required to be obtained by the System Integrator, for all tasks/activities/software/hardware and communication technology for this project; from all the concerned departments/agencies, etc. as the case may be.
- ✓ **Bid** means the bid document released vide bid document no. mentioned in the RFP, and include all clarifications/addendums, explanations and amendments issued by the Corporation in respect thereof;
- ✓ **Service Level(s)** means the performance standards, which will apply, to the services delivered through the Software Application and Implementation by the System Integrator.
- ✓ **Service Level Requirement(s)** means the timelines and the quality levels to be adhered to by the System Integrator for delivering various services under the contract. The details are mentioned in the Service Level Agreement section (Section G) of the RFP.
- ✓ **Services** means the content and services delivered and to be delivered to the customers or the offices of WBPCB by the System Integrator, and includes but not limited to the services specified in the bid document or as may be specified and incorporated in the subsequent Agreement/s under Contract Agreement.
- ✓ **Users** means the departmental staffs or any other WBPCB officials having access to application.

Interpretations

- ✓ References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;
- ✓ Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include firms and corporations and vice versa;
- ✓ Unless otherwise expressly stated, the words “herein”, “hereof”, “hereunder” and similar words refer to this CA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this CA. The words “include” and “including” shall not be construed as terms of limitation. The words “day” and “month” mean “calendar day” and “calendar month” unless otherwise stated. The words “writing” and “written” mean “in documented form”, whether electronic or hard copy, unless otherwise stated;
- ✓ The headings and use of bold type in this CA are for convenience only and shall not affect the interpretation of any provision of this CA;
- ✓ The Schedules to this CA form an integral part of this CA and will be in full force and effect as though they were expressly set out in the body of this CA;
- ✓ Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference;
- ✓ References to “construction” or “roll out” includes, unless the context otherwise requires, design, development, implementation, engineering, procurement, delivery, transportation, installation, processing, fabrication, acceptance testing, certification, commissioning and other activities incidental to the construction or roll out, and “construct” or “roll out” shall be construed accordingly;
- ✓ Any word or expression used in this CA shall, unless defined or construed in this CA, bear its ordinary English language meaning;
- ✓ The damages payable by a Party to the other Party as set forth in this CA, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties;

- ✓ This CA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the System Integrator;
- ✓ The WBPCB may nominate a technically competent agency/individual(s) for conducting acceptance testing and certification of the various requisite infrastructure to ensure a smooth, trouble free and efficient functioning of the application or carry out these tasks itself;
- ✓ The agency/individual nominated by the WBPCB can engage professional organizations for conducting specific tests on the software, hardware, networking, security and all other aspects;
- ✓ The agency/individual will establish appropriate processes for notifying the System Integrator of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the System Integrator to take corrective action;
- ✓ Such an involvement of and guidance by the agency/person will not, however, absolve the System Integrator of the fundamental responsibility of designing, installing, testing and commissioning the application and the infrastructure for efficient and effective delivery of services as contemplated under this bid.
- ✓ The documents forming 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:
 - This Agreement;
 - Scope of Services for the System Integrator
 - Detail Commercial bid of the System Integrator accepted by WBPCB
 - Request for Proposal Document of WBPCB for this work
 - Letter of Award issued by WBPCB to the successful Bidder and
 - Successful Bidder's "Technical Bid" and "Commercial Bid" submitted in response to the bid

Term of the Contract Agreement

- ✓ The term of this CA shall be a period of 1 year from the date of execution of this Agreement. This includes the time required for Development and Implement web based application for West Bengal Pollution Control Board.

- ✓ In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the System Integrator, WBPCB reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract from the date of operational acceptance.

Fees

Total fees to be paid to the System Integrator for the execution of this Contract are as mentioned in the payment schedule, Section F of this RFP

The fees shall be excluding GST as applicable.

Implementation Schedule

<<Implementation schedule to be inserted here>>

Payment Schedule

<<Payment schedule to be inserted here>>

Service Level Agreements

<<Service Level Agreement to be inserted here>>

Professional Project Management

System Integrator shall execute the project with complete professionalism and full commitment to the scope of work and the prescribed service levels. System Integrator shall attend regular Project Review Meetings scheduled by WBPCB and shall adhere to the directions given during the meeting. Following responsibilities are to be executed by the System Integrator in regular manner to ensure the proper management of the project:

- ✓ Finalization of the Project plan in consultation with WBPCB and its consultant. Project Plan should consist of work plan, communication matrix, timelines, Quality Plan, Configuration Management Plan, etc.
- ✓ Plan and deploy the resources in conjunction with the Project Plan and to execute roles and responsibilities against each activity of the project plan
- ✓ Preparation and regular update of the Risk Register and the Mitigation Plan. Timely communication of the same to all the identified project stakeholders
- ✓ Submission of Weekly Project Progress Reports

- ✓ Monthly Compliance report, which will cover compliances to Project Timelines, Project Team, Hardware and Software delivered, SLAs, etc.

Use and Acquisition of Assets during the term

The System Integrator shall –

- ✓ Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the project and other facilities leased/owned by the System Integrator exclusively in terms of the delivery of the services as per this CA (hereinafter the “Assets”) in proportion to their use and control of such Assets which will include all upgrades/enhancements and improvements to meet the needs of the project arising from time to time
- ✓ Term “Assets” also refers to all the hardware / Software / furniture / data / documentations / manuals / catalogues / brochures / or any other material procured, created or utilized by the System Integrator or WBPCB for Procurement, Implementation and Post implementation of web based application
- ✓ Keep all the tangible Assets in good and serviceable condition (reasonable wear and tear excepted) suitably upgraded subject to the relevant standards as stated in the bid to meet the SLAs mentioned in the contract and during the entire term of the Agreement
- ✓ Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets and which are provided to the System Integrator will be followed by the System Integrator and any person who will be responsible for the use of the Asset
- ✓ Take such steps as may be recommended by the manufacturer of the Assets and notified to the System Integrator or as may be necessary to use the Assets in a safe manner
- ✓ To the extent that the Assets are under the control of the System Integrator, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them
- ✓ Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law
- ✓ Use the Assets exclusively for the purpose of providing the Services as defined in the contract

- ✓ Ensure the integration of the software with hardware to be setup and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to WBPCB of this Project in an efficient and speedy manner
- ✓ System Integrator shall not use WBPCB data to provide services for the benefit of any third party, as a service bureau or in any other manner

Security and safety

- ✓ The System Integrator will comply with the directions issued from time to time by WBPCB and the standards related to the security and safety in so far as it applies to the provision of the Services
- ✓ Adherence to basic e-Governance Guidelines and Standards for data structure (if any) shall be adhered to.
- ✓ System Integrator shall also comply with Government of West Bengal / Government of India's information technology security and standard policies in force from time to time as applicable. WBPCB shall share the relevant guidelines and standards to the System Integrator upon signing of the CA.
- ✓ System Integrator shall use reasonable endeavours to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to any unauthorized access (including unauthorized persons who are employees of any Party) or interference with WBPCB's data, facilities or Confidential Information.
- ✓ The System Integrator shall upon reasonable request by WBPCB or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- ✓ System Integrator shall promptly report in writing to WBPCB any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at WBPCB.

Indemnity

The System Integrator agrees to indemnify and hold harmless WBPCB, its officers, employees and agents(each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses , claims, damages, liabilities, costs (including reasonable

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 misstatement or any breach of any representation or warranty made by the System Integrator or
- ii. The failure by the System Integrator to fulfil 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 System Integrator. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by System Integrator pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by System Integrator or sub-contractors 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 the Project by itself or through other persons other than System Integrator or its sub-contractors; (B) Third Parties (i.e., other than System Integrator or sub-contractors) at the direction of WBPCB, or
- iii. Any compensation / claim or proceeding by any third party against WBPCB arising out of any act, deed or omission by the System Integrator or
- iv. Claim filed by a workman or employee engaged by the System Integrator 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. System Integrator will defend or settle third party claims against WBPCB solely attributable to the System Integrator's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of System

Integrator branded hardware/software/deliverables etc. (together “deliverables”) supplied by the System Integrator. The System Integrator shall pay all costs, damages and attorney's fees that a court finally awards.

WBPCB shall provide the System Integrator with prompt notice of such claim and extend full cooperation and assistance, information and authority reasonably necessary to defend or settle such claim. The System Integrator will have adequate opportunity to control the response thereto and the defense thereof.

Further as an exclusion, the System Integrator shall have no obligation for any claim of infringement to the extent arising from use of the deliverables in a way not indicated in the statement of work or in any specifications or documentation provided with such deliverable.

Third Party Claims

- ✓ Subject to Sub-clause (b) below, the System Integrator (the “Indemnified Party”) from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor 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.
- ✓ 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. System Integrator hereby indemnify and hold indemnified WBPCB harmless from and against any and all damages, losses, liabilities, expenses including legal fees and 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 and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
 - viii. 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 and defences of the Indemnified Party with respect to the claims to which such indemnification relates;
 - ix. 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, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates.

Publicity

Any publicity by the System Integrator in which the name of WBPCB is to be used should be done with the explicit written permission of The Member Secretary, West Bengal Pollution Control Board.

Warranties

- ✓ The System Integrator warrants and represents to WBPCB 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 System Integrator;
 - iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.

- ✓ In the case of the SLAs, the System Integrator warrants and represents to WBPCB, that:
 - iv. The System Integrator has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
 - v. The SLAs shall be executed by a duly authorized representative of the System Integrator;
 - vi. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the bid;
 - vii. System Integrator 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;
 - viii. The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
 - ix. System Integrator will warrant that the solution provided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
 - x. The System Integrator shall ensure defect free operation of the entire solution and shall replace any such components, software which are found defective and during the entire contract period the System Integrator 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 System Integrator and as specified in the contract. The System Integrator will repair/correct the warranty defect in the System Integrator branded hardware/software,

or correct a material non-conformance to specifications in accordance with the terms and conditions mutually agreed between the parties during the agreed warranty period and in accordance with the terms of the respective Software vendors. Further, System Integrator will not be responsible for any breach of warranty or support resulting from unauthorized changes made to the software/hardware supplied by it.

- xi. If the System Integrator uses in the course of the provision of the Services, components, software 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.
- ✓ Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the System Integrator is unable to meet the obligations pursuant to the Implementation of the Project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, WBPCB will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days to the System Integrator. The 30 day notice period shall be considered as the 'Cure Period' to facilitate the System Integrator to cure the breach. The PBG shall be evoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

Force Majeure

The System Integrator shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that it's 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 System Integrator, not involving the System Integrator's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the System Integrator include but are not limited to acts of God, war, riot, acts of civil or military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labor or material.

For the System Integrator to take benefit of this clause it is a condition precedent that the System Integrator must promptly notify WBPCB, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. WBPCB, or the consultant / committee appointed by WBPCB shall study the submission of the System Integrator and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by WBPCB in writing, the System Integrator 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, WBPCB and the System Integrator shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of WBPCB shall be final and binding on the System Integrator.

Resolution of Disputes

This Contract shall be governed by laws of India. Disputes arising out of this Agreement shall be first referred to the senior executives of each party for an amicable solution. If the dispute is not resolved within a period of thirty (30) days, the same shall be referred to arbitration in accordance with Arbitration and Conciliation Act, 1996 (including all amendments thereto).

Each party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator. The decision of the arbitrators shall be final and binding on both parties. The venue of arbitration shall be West Bengal, India. Subject to the above, this Agreement shall be subject to the jurisdiction of the courts of West Bengal, India. Risk Purchase Clause

In the event System Integrator fails to execute the project as stipulated in the CA, or as per the directions given by WBPCB from time to time, WBPCB reserves the right to procure similar services from the next eligible Bidder or from alternate sources at the cost of the System Integrator. Before taking such a decision, WBPCB shall serve a notice period of one month to the

System Integrator. The 30 day notice period shall be considered as the 'Cure Period' to facilitate the System Integrator to cure the breach. The provision for Risk Purchase shall be evoked in the event the System Integrator fails to correct the breach within the 'Cure Period'. Further, the System Integrator's liability to pay shall be set as 25% of the value of the undelivered services.

Limitation of Liability towards PCB

The System Integrator's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The System Integrator shall be liable to WBPCB for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the System Integrator and its employees, including loss caused to WBPCB on account of defect in goods or deficiency in services on the part of System Integrator or his agents or any person / persons claiming through or under said System Integrator.

System Integrator's aggregate liability in connection with obligations undertaken as a part of this contract regardless of the form or nature of the action giving rise to such liability, shall be at actual and limited to the amount paid by WBPCB for:

- ✓ the particular software; or
- ✓ Services provided during the twelve (12) months immediately preceding the date of the claim; that in each case is the subject of the claim.

This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which the System Integrator is legally liable. Conflict of Interest

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

Data Ownership

All the data created as the part of the project shall be owned by PCB. The System Integrator shall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the System Integrator only to the personnel working on the projects and their names and contact details shall be shared with WBPCB in advance. WBPCB / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the System Integrator to data / system security. The ownership of the application and the data shall rest with PCB.

Fraud and Corruption

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

- ✓ “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of WBPCB in contract executions.
- ✓ “Fraudulent practice” means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to WBPCB, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive WBPCB of the benefits of free and open competition.
- ✓ “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by WBPCB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- ✓ “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- ✓ “Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

- ✓ If it is noticed that the System Integrator has indulged into the Corrupt / Fraudulent / Undesirable / Coercive practices, it will be a sufficient ground for WBPCB for termination of the contract and initiate black-listing of the vendor. It is clarified that whether the System Integrator has indulged into Corrupt / Fraudulent / Undesirable / Coercive practices shall be decided by a court or competent authority with appropriate jurisdiction.

Exit Management

I.Exit Management Purpose

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 System Integrator. The exit management period ends on the date agreed upon by WBPCB or three months after the beginning of the exit management period, whichever is earlier.

II. Confidential Information, Security and Data

System Integrator will promptly, on the commencement of the exit management period, supply to PCB or its nominated agencies the following:

- a. Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code; any other data and confidential information created as part of or is related to this project;
- b. Project data as is reasonably 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 reasonably necessary to enable WBPCB and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Services to WBPCB or its nominated agencies, or its replacing vendor (as the case may be).
- d. The System Integrator shall retain all of the above information with them for 30 days after the termination of the contract, post which the provider has to wipe/purge/delete all information created or retained as part of this project.

III. Rights of Access to Information

At any time during the exit management period, the System Integrator will be obliged to provide an access of information to WBPCB and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to implementation of web based application for PCB.

IV. Exit Management Plan

Successful Bidder shall provide WBPCB with a recommended “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 as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- 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 implementation of web based application and Replacement Vendor for a reasonable period (minimum one month) after transfer.
- d. Exit Management Plan shall be presented by the System Integrator to and approved by WBPCB or its nominated agencies.
- e. The terms of payment as stated in the Terms of Payment Schedule include the costs of the System Integrator complying with its obligations under this Schedule.
- f. During the exit management period, the System Integrator shall use its best efforts to deliver the services.
- g. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

Termination of contract

- WBPCB may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the System Integrator and terminate the contract either in whole or in part:
- If the System Integrator fails to deliver any or all of the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the contract; or
- If the System Integrator fails to perform any other obligation(s) under the contract.

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

On failure of the System Integrator to rectify such breach within 30 days, WBPCB may terminate the contract by providing a written notice of 30 days to the System Integrator, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to WBPCB. In such an event the System Integrator shall be liable for penalty imposed by PCB.

In the event of termination of this contract for any reason whatsoever, WBPCB is 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 System Integrator 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 WBPCB and/ or succeeding vendor, as may be required, to take over the obligations of the System Integrator in relation to the execution/ continued execution of the requirements of this contract.

Miscellaneous

a. Confidentiality

“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, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or its 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 WBPCB, the System Integrator (including all partners) 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 System Integrator and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the System Integrator (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

The System Integrator recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the System Integrator. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of WBPCB requires the System Integrator, its Subcontractors and agents to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in WBPCB and its nominees receiving a right to seek injunctive relief and damages, from the System Integrator.

The restrictions of this Article shall not apply to confidential information that:

- i. Is or becomes generally available to the public through no breach of this Article by the Recipient; and
- ii. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and
- iii. Is developed by the Recipient independently of any of discloser's Confidential Information; and

- iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and
- v. Is identified in writing by the Discloser as no longer proprietary or confidential; or
- vi. 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 and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

- i. Its employees, agents and independent contractors and to any of its affiliates and their respective independent contractors or employees; and
- ii. Its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article and 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.

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

b. Standards of Performance

The System Integrator shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The System Integrator shall always act in respect of any matter relating to this contract. The System Integrator shall abide by all the applicable provisions / Acts / Rules / Regulations, Standing orders, etc of Information Technology and healthcare standard as prevalent in the country. The System Integrator shall also conform to the standards laid down by Government of West Bengal or Government of India from time to time. Such standards and guidelines shall be shared with the System Integrator by WBPCB up on signing of the Contract.

c. Sub Contracts

Sub-contracting is not permitted. The System Integrator will not be allowed for any Sub-Contracting under this contract.

d. Care to be taken while working at PSC Office

System Integrator should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. System Integrator should ensure that there is no damage caused to any private or public property. In case such damage is caused, System Integrator shall immediately bring it to the notice of concerned organization and WBPCB in writing and pay necessary charges towards fixing of the damage.

System Integrator shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

e. Compliance with Labour regulations

The System Integrator shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. The salary of the manpower working on PSC project should be paid using ECS / NEFT / RTGS. A record of the payments made in this regard should be maintained by the System Integrator. Upon request, this record shall be produced to the appropriate authority in WBPCB and/or Judicial Body. If complaints are received by WBPCB (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the System Integrator.

f. 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.

g. 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.

h. Notices

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below-

Managing Director,
West Bengal Electronics Industry Development Corporation Ltd,
Block – EP & GP, Sector-V,
Salt Lake City,
Kolkata-700091

Tel: -----

Fax: -----

System Integrator:

Tel: -----

Fax: -----

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) between the hours of 9.30 A.M and 5.30 P.M. at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and seven calendar days from the date of posting (if by letter).

i. Personnel/Employees

- i. Personnel/employees assigned by System Integrator to perform the services shall be employees of System Integrator and/or its sub-contractors, and under no circumstances

will such personnel be considered as employees of WBPCB. System Integrator shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all laws as applicable from time to time. WBPCB shall not be responsible for the above issues concerning to personnel of System Integrator.

- ii. System Integrator shall use its best efforts to ensure that sufficient System Integrator personnel are employed to perform the Services, and that, such personnel have appropriate qualifications to perform the Services. WBPCB or its nominated agencies shall have the right to require the removal or replacement of any System Integrator personnel performing work under this Agreement. In the event that WBPCB requests that any System Integrator personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule and upon clearance of the personnel based on profile review and personal interview by WBPCB or its nominated agencies as per defined SLAs. The System Integrator shall depute quality team for the project and as per requirements WBPCB shall have the right to ask System Integrator to change the team.
- iii. Management (Regional Head / VP level officer) of System Integrator needs to be involved in the project monitoring and should attend the review meeting at least once in a month.
- iv. The profiles of resources proposed by System Integrator in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the System Integrator shall not remove such personnel without the prior written consent of WBPCB. For any changes to the proposed resources, System Integrator shall provide equivalent or more experienced resources in consultation with WBPCB.
- v. Except as stated in this clause, nothing in this Agreement will limit the ability of System Integrator freely to assign or reassign its employees; provided that System Integrator shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. WBPCB shall have the right to review and approve System Integrator's plan for any such knowledge transfer. System Integrator shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

- vi. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

j. Variations and Further Assurance

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

k. Severability and Waiver

- i. If any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent 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 which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision within seven working days.
- ii. No failure to exercise or enforce and 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.

I. 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.

Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of West Bengal courts only.

IT Act 2000

Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000 and as amended time to time by the Government of India and rules framed thereunder.

Stamp Duty Payment

The stamp duty payable for the contract shall be borne by the System Integrator 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 "System Integrator",

Witnesses:

(1)

(2)

Attachments to the Agreement:

- (1) Scope of Services for the System Integrator
- (2) Detail Commercial bid of the System Integrator accepted by WBPCB
- (3) Corrigendum Document published by PSC subsequent to the bid for this work

- (4) Bid Document of WBPCB for this work
- (5) Lol issued by WBPCB to the successful Bidder
- (6) The successful Bidder's "Technical Bid" and "Commercial Bid" submitted in response to the bid

2. Annexure – 14 : Power of Attorney.

POWER-OF-ATTORNEY

(To be executed on the Non-Judicial Stamp Paper of Rs.100/-)

This power of Attorney is executed this the day of by Company represented by Mr., Managing Director (DIN) of, Company (CIN) incorporated and registered under the Companies Act, 1956/2013, having its registered office at

Whereas Company desires to participate in the tender No. WBPCB/ACSOFTWARE/e-08/2020-21 Date: 19/01/2021 floated by the West Bengal Pollution Control Board (WBPCB) regarding Design, Development, Implementation and Five (5) Years Maintenance of Integrated web application for West Bengal Pollution Control Board including migration of old data and hosting of application at State Data Centre / Govt. Approved Cloud hosting Centre.

That the aforementioned company in its Board Meeting held on decided to delegate power to Mr. Officer of the Company to participate in the tender proceedings floated by the WBPCB. Now this power of Attorney **witnesses** that Company do hereby nominate, constitute and appoint Mr., Officer of Company as the Attorney of the Company to act on the name of the Company and on behalf of the Company is signing and submitting tenders, offers against different purchase enquiries, do all things, acts, deeds and assurance that may be necessary or are usual in order to give effect to the purpose, we do hereby agree to ratify all acts, deeds and things or assurances done or made by the said Attorney which shall be deemed to be done or made by the Company and shall be binding on the Company with full force and effect and also other related works for participating in the tender process.

Whereas, Company agrees and undertake to ratify and confirm all and whatsoever the said Attorney shall lawfully do, execute or perform or cause to be done on behalf of the Company by virtue of this power, authority and liberty conferred upon Mr. by this power of Attorney.

Witnesses:

1. _____

2. _____

Signed Sealed and Delivered
Executant

3. Annexure-15: Details of existing Server Specification at State Data Center

#	Item Type	Item Name	Count	Description
1	Application Server	HP ProLiant DL385 G7	1	Rack-mountable - 2U, processor: AMD Opteron 6176 SE / 2.3 GHz, , 12 core, RAM 4 x 4 GB, storage type Hot-plug 2.5-inch SAS/SATA & Hot-plug 3.5-inch SAS/SATA, HDD 32 TB
2	Application Server	Dell Power Edge R720	2	Rack Mountable 2U , chipset Intel C600 ,Intel® Xeon® processor E5-2600 product family , Memory Up to 768GB , HDD 32TB
3	Database Server	HP ProLiant DL385 G7	2	Rack-mountable - 2U, processor: AMD Opteron 6176 SE / 2.3 GHz, , 12 core, RAM 4 x 4 GB, storage type Hot-plug 2.5-inch SAS/SATA & Hot-plug 3.5-inch SAS/SATA
4	Operating System at Server	Red Hat Enterprise Linux 6	3	For HP ProLiant DL385 G7 servers.
5	Operating System at Server	Red Hat Enterprise Linux 7	2	For Dell Power Edge R720
6	Application Server software	Tomcat 7	2	
7	Web Server Software	Apache 2.4	1	
8	Front end	J2EE	1	
9	Database	Postgre SQL 9.2	2	

Note: a) SI will go with the latest PostgreSQL version.

b) Enterprise PostgreSQL to be considered for Web Based Application.

SECTION- M: FUNCTIONAL REQUIREMENT SPECIFICATION

(Customized Web Application solution)

Introduction

Functional Requirements document captures the functional requirement of the client. Based on these requirements, the system will be conceptualised and designed. In the enhanced EMIS application development scenario, the processes may have to undergo improvisation to make them aligned with the enhanced EMIS processes. In a development scenario, the processes are designed and built in the EMIS system.

The envisaged EMIS application will cater to the following business process of WBPCB.

- i) Personnel Information System(PIS),
- ii) Finance & Accounts Management System (FAMS) including Trustee accounts,
- iii) Pay Role System (PRS),
- iv) Inventory Management System (IMS) &
- v) Document Management System (DMS)

The FRS document has been prepared keeping the above business process of WBPCB. The business/service processes of WBPCB would be cutting across one or more of the above lines, businesses and functions. Based on these functional requirements, these business/service processes will be conceptualised and designed. In response to this document, the prospective bidder is expected to suggest best practices over and above the functional requirements specified in this document. In the case of certain requirements and processes, wherein automation may not serve the purpose, WBPCB and the prospective bidder may arrive at a mutual decision to not include it in the EMIS.

The target audiences for this document are:

- a. The bidders concerned who will be responding to the Request for Proposal pertaining to selecting the EMIS solution and subsequently the EMIS Implementation Partners concerned who will be responding to the Request for Proposal (RFP) for the selected EMIS solution.

- b. Core Users from WBPCB the functional/sectional heads.

This FRS document is prepared in accordance with the TO-BE requirements of the proposed augmented EMIS application of WBPCB.

1. Personnel Information System (PIS)

Sl. No.	Requirements
General	
1.	The system should include all the master data, configuration and rules that enable Personnel and HRD transactions in the application
2.	The system to provide for Holiday master data (for every calendar year) that helps in managing Holiday details such as Holiday date, holiday description etc.
3.	The system should record other master data like Category, Grade, Scale, Qualification, Roster, Caste, Religion, Designation, Training Type, ROPA [West Bengal Services (Revision of Pay and Allowance) Rules], Leave, Asset etc.
4.	The system to allow Competent Authority (workflow rules) master that helps in assigning the appointing authority, approving authority, leave sanctioning authority and immediate supervisor so as to manage the HR processes workflow.
5.	The system to allow different document templates that are used in different HR Modules across the software.
6.	The system to allow Organization Management Master that manages the organization hierarchy immediate supervisor for every employee. This will help drive workflow for employee and manager self-service.
7.	The system should have a flexibility also to select supervisor by employee for any specific request/application approval.
8.	The system should have the provision of capturing previous experience and information not limiting to: Names of agencies/ organization, Tenure (from-to), Role.
9.	The system should have the provision of maintaining the following minimum employee information: Employee number, Employee name, Address (Present and permanent), ID & Address Proofs, Phone number, mobile number (whats app no), e-mail ID, Gender, Mobile number, Marital Status, Academic Qualification, Professional qualifications, Designation and Date of birth.
10.	The system should allow to change the cadre/ designation/ pay scale/ reporting structure of the employee after getting promoted or demoted by authorized personnel
11.	The system should able to change the role of the employee (Promotions)
12.	The system should be able to record the retirement date of the employee and update PIS record accordingly.
13.	The system should be able to record suspension, termination & retirement of the employee
14.	The system should be able to freeze all the rights of the suspended, terminated & retired employee

Sl. No.	Requirements
15.	The System should allow to record, update and manage the following: <ul style="list-style-type: none"> ✓ Employee basic information ✓ Grade and Pay related particulars ✓ Service Record ✓ Loans & Advances ✓ Appraisal information ✓ Skills & Training ✓ Leave information ✓ Perquisites & eligibility information ✓ Actions initiated information
16.	The system should have provision for the employee to declare their Asset, IT, HR, Leave application, GPF.CPF Loan & Others online. Should facilitate user to enter information about the declaration. Flexibility to update declaration form as per the prevailed government policy.
Recruitment	
17.	Information to be captured for employee's place of posting, Office/cell/section etc. so that report may be generated location wise, office wise, and total. All place of posting, sections, scale of pay, promotions, qualification are to be captured and various reports on it.
18.	System should have facility for past data transfer/integration from existing system
19.	System should have provision to create separate code for regular employee and contract employee
20.	System should be able to introduce e-service book for regular employees of Board
21.	System should have provision for dashboard for every user so that the user may be aware for the jobs delegated/forwarded to him/her.
22.	System should have provision to capture date regarding sanctioned post, scale of Pay/revised scale of pay, G.O Nos, Men in position and vacancy with percentage for each & every heads and corresponding various reports horizontally/vertically as per our requirement time to time based on all information and others recorded in other forms/table.
23.	System should also have provision to transfer all the delegated jobs to the persons who has taken the charge when such employee is on leave. Before going to leave such employee put information for leave period.
24.	System should have provision to display all important order/notification/Circular etc. under one Head: "Circular/Notification/Order etc." with nos., date, subject etc. in PIS system
25.	The system should be able to view the vacancy position in different sections to meet the recruitment authority requirements.
26.	The system should allow to design the resource requirement plan
27.	The system should allow the Circle/Regional Offices to post the resource requirement plan to Personnel department. The system should consolidate the resource requirement plan.

Sl. No.	Requirements
28.	System should be able to accept duly-filled applications & documents from applicants for the designated vacant posts.
29.	System should be able to conduct preliminary screening of the applications for incomplete/missing or invalid information and other ineligible applications
30.	System should allow to fix up the pay against the approved vacant post
31.	The system should generate the office orders to respective authorities responsible for recruitment to specific post
32.	System should allow to incorporate the details of the shortlisted candidates
33.	System should be able to link the selected candidate and generate the offer letter accordingly
34.	System should intimate the details of the selected candidate to the concerned/indenting sections
35.	System should open a personal file of the new joiner.
Appraisal	
36.	System should intimate each employee about the Annual Performance Appraisal process at the end of each financial year or as case may be.
37.	System should facilitate to incorporate Annual Continual Report (ACR) and Open Performance Report (OPR) as per the policy of the board.
38.	System should allow each employee (including new joiner tenure flexibility to be defined by user) to fill up form based on his own assessment.
39.	System should automatically send the appraisal form to the supervisor/ Sectional Head of the concerned employee.
40.	System will intimate the concerned employee after finalisation of rating and percentage of salary increment.
41.	System will intimate Accounts section for salary increment and Payment to employees
Promotion/Increment	
42.	The System should provide name of the officials, posting profile and promotion records
43.	The system should capture status of the promotion process
44.	The system should have the ability to define grade advancements within sections across all offices
45.	The system should be able to upload promotion list and print Promotion Letters of candidates found suitable for promotion
46.	The system should support prospective/wait listed promotions
47.	The system should be able to release promotion only on reporting at new place in case of officer getting transferred on promotion and generate periodical detailed report on non- reporting
48.	The system should be able to do salary fitment on promotion & intimate Accounts section accordingly
49.	The system should have the capability to handle Back Dated promotions with respective promotion policy
50.	The system should have provision for defining age for superannuation.
Leave Management	

Sl. No.	Requirements
51.	System should have flexibility to define the leave period by the authorised user.
52.	System should automatically count leave for previous month of the salary month. E.g. if the current month salary is to be processed, than the leave will be counted till previous month.
53.	The system should have a provision for Leave crediting system to update leave accruals as per boards policy (with applicable limit on leave carryover)
54.	The system should be able to provide facility to award and maintain different types of leave to employee as per the grade and eligibility criteria
55.	The System should support workflow with authorized Officer crediting leave to employees depending on their grades.
56.	The system should provide a facility for Authorizing Officer to review the credited leave records and endorse. Shall also be in a position to authenticate, confirm or reject and update specific/ set of leave credit depending on the requirements by the authorizing officer
57.	The system should provide an interface with attendance (manual uploading) and payroll system to take care of consumption of leave and update records accordingly
58.	The system should provide a workflow based Leave Operation system.
59.	The system should allow leave requirements to be initiated and should have flexibility to select his/her superior for sanction and approval and shall get a feedback whether leave has been approved, rejected or conditional etc.
60.	The system should allow approving authority to approve the leave after checking eligibility and availability. Approval shall be sent by way of sanction order with appropriate comments
61.	The system should have the provision of specifying the type of leave, leave with strictures like half pay, loss of pay etc. in the sanction order, depending on the eligibility and availability.
62.	The system to update the sanctioned leave in the leave records and wherever wages/pay is involved, it shall interface with the payroll system. It shall also update the employee's service record
63.	The system should allow employees to submit "Joining Report" for resuming their offices wherever, prescribed for such requirements.
64.	The system should have the capability to credit leave balances through an accrual process in the system automatically based on user defined criteria
65.	The system should have the capability to maintain local holidays and integrate with the leave management
66.	The system should be capable of record keeping and maintenance of historical data
67.	The system should have the capability to integrate with pay-roll module for calculation and recovery of loss of pay etc.
68.	The system should have the capability to provide the Section-in charge consolidated status of present/absent employees working under him/her.
69.	The system should have the ability for online approval/rejection of leave
70.	The system should have the provision for sending notification to the employee with status of approval or rejection
Exit and Retirement	

Sl. No.	Requirements
71.	The system should be able to identify the reason of exit (ground of superannuation) e.g. retirement/ compulsory retirement/voluntary retirement/death/resignation/dismissal etc.
72.	The system should have the ability to process the voluntary retirement application as per the rules defined for the particular scheme
73.	The system should initiate Clearance process and notify concerned employee accordingly
74.	The system should have flexibility to define the Retirement notice period
75.	The system should have provisions to facilitate approval of Clearance report & and integrate with the trustee account for Full and Final Settlement
76.	The system should have the capability to generate retirement notice to concerned departments and retirement proposal in advance (user defined timeline/period) in case of superannuation for sanction. For other type of retirement/exit as soon as the papers are submitted/ on-line request is received.
77.	The system should have the capability to initiate the process for making payment of the retirement as per applicable rules.
78.	The system should have the ability to analyse data relating to exits/ retirements
79.	The System should be able to calculate Gratuity of employee exiting due to superannuation/VRS/Death/Resignation/Dismissal etc. and intimate Accounts (including Board Account) for necessary action.
80.	System should mark the employee record after proper exit management and make the payroll inactive
Employee Transfer	
81.	The system should provision to capture the transfer information of the employee.
82.	The system should have workflow mechanism to handle the transfer process of the organisation.
83.	The system should have provision for generating transfer order with the approval of the competent authority.
84.	The system should generate notification to the concern employee and send the transfer order.
85.	The system should have mechanism for work reallocation for the transferred employee.
86.	The system should generate transfer employee list location wise/section wise.
Employee Confirmation	
87.	The system should alert and notification to the competent authority for employee confirmation.
88.	The system should have provision for workflow against the employee conformation process and generate confirmation order
89.	The system should send the confirmation order to the respective employee and notification to the Accounts section for necessary change in the grade, pay etc.
Employee Training	
90.	The system should be able to schedule training calendar at the beginning of the year
91.	The system should able to enrol any external agencies for conducting training programme.

Sl. No.	Requirements
92.	The system should captures the training information like training date, topics, participants, agency (if involves) etc.
93.	The system should generate training report and send notification to the Accounts section.
Deputation (Incoming/Outgoing)	
94.	The system should have facility to capture Personal Information, Service Information
95.	The system should generate report based on the deputation of the employee (Incoming/Outgoing)
New/Existing/Contractual/Board Contractual Employee	
96.	The system should have facility to capture information like Personal Information, Service Information, Qualification, Health Details Data, Experience Details Data, Nominee Data, Dependent Data, Promotion, Training, and Scale Data.
97.	The system should generate repot depending on the information capture above for all type of employee
Employee Suspension	
98.	The system should have provision for capturing suspension details of the employee
99.	The system should also have facility to capture suspension release data.
100.	The system should generate suspension notification and send to the respective employee.
Employee Attendance	
101.	The system should have the provision for maintaining calendar of working days and holidays
102.	The system should have provision to upload attendance record (in XLS format) every month or fortnightly as per the decision of the authority.
103.	The system should have provision to integrate Bio-Metric Attendance system in future without any changes in the developed application.
104.	The system should allow the facility to reconcile attendance data with leave application, time off, on duty travel, etc. to be facilitated
105.	The system should provide interface to payroll and employee service record wherever necessary
106.	The system should provide alerts pertaining to attendance records to the reporting officer
107.	The system should generate reports on absentee employees and alert the associated functions like payroll, cash etc.
108.	The system should deduct Casual Leave as per applicable conditions
109.	The system should intimate the employee for notifying employee for leave application update, status update of Casual Leave & deduction in Casual Leave
Ropa	
110.	The system should have provision for capturing Ropa data.
111.	The system should have provision for view and modification of the entered data.

2. Finance and Accounts

Sl. No.	Requirements
Transaction Accounting – General Requirement	
112.	Each and every account code to be linked with bottom level of sub-group head like existing system
113.	The system should have provision to get balance of any period for any accounts head/sub account head/group/sub-group
114.	The system should have provision to cancel bill at various levels-: before authorization, before printing of cheque, after printing of cheque but before posting of voucher. Similarly for cash bill is to be introduced.
115.	The system to generate an output of all accounting entries for a user specified period
116.	The system to support rounding (up, down, nearest)
117.	The system to process, track, account and report on for the necessary range of currencies across all the modules
118.	The system to permit entry of free format text (e.g. in the case where the accounting personnel wants to provide additional information during posting of Journal entries, vouchers etc.)
119.	The system to support the user definable fiscal years with following capabilities: <ul style="list-style-type: none"> ✓ Splitting a fiscal year into multiple user-definable accounting period. ✓ Allow for multiple accounting periods to be "open" at any given time ✓ Restrict posting to specific accounting periods based on authorizations Not allow for posting to prior fiscal years which have been closed
120.	The system to have voucher processing controls with following capabilities: <ul style="list-style-type: none"> ✓ May be introduced at the time of preparation of bill. Until and unless both sides are equal the bill should not be generated and or saved ✓ provides for directly posting any voucher to the ledger or keeping it "on-hold" ✓ should not allow for modifications of any voucher posted to the ledger ✓ should allow modifications of details on a voucher kept "on-hold" ✓ provides for automatically reversing any voucher: <ul style="list-style-type: none"> • Individually • Collectively batch wise
121.	The system to process voucher in faster ways and ease of data entry in the following ways: <ul style="list-style-type: none"> ✓ Provision to provide reference to an existing voucher with an option for copy and modify few details as required before posting. ✓ Should provide for voucher templates ✓ Should provide for recurring vouchers
122.	The system to support multiple sub-ledger of main ledger/General Ledger
123.	The system to support assignment of accounting details for the sub-ledgers and its components like Purchase Vendor/ Contractor, Employee, Asset, Inventory, Work

	Order, Investment, Loans, Deposits, Govt. Bodies (Taxes) etc. with segregation of its type whether asset or liability.
124.	The system to automatically post and update general ledger control / main account whenever a sub-ledger account is posted.
125.	The system to maintain only balances for control accounts in the General ledger till closure; further details of such transactions would be available in the respective sub-ledgers.
126.	The system should have provision to manage the Trustee Account separately
127.	The system not to allow direct postings to main / control accounts in general ledger.
128.	The system to provide an option to match debits and credit on or before a voucher is posted
129.	The system to automatically issue warning for duplicate vouchers based on same dates, same references, same accounts, same party etc.
130.	The system to record the dates of the event, accounting, preparation of the voucher, authorization of the voucher, changes, if any, reference document, rectification, if any etc. on each voucher
131.	The system to keep track of all inter-related transactions e.g. Purchase order to Goods Receipt to Vendor invoice to Payment
132.	The system to support reporting for user-definable accounting periods or a period range for all reports
133.	The system to allow printing documents / reports on pre-printed stationery
134.	The system to allow mapping of Chart of Account Codes with the one as prescribed by the WBPCB
135.	The system to integrate with other modules as and when introduced without much customization/modification to the existing module.
136.	The system should have provision for employee for apply for reimbursement online
137.	The system should have provision for workflow based declaring and claiming medical insurance.
General Reporting Requirement	
138.	The system to print / publish reports; and save them as viewable files in PDF, TXT and MS-Excel formats.
139.	The system to export and extract data and graphical reports to spreadsheets / databases/ text/ presentations, etc. for analysis and reporting.
140.	The system to define a schedule for generation of each report. (e.g.: daily, weekly, monthly)
141.	The system to generate financial statements at the various defined levels of the WBPCB / entities
142.	The system should prepare a MIS report based on data input during the month.
143.	The system to support the generation of internal reports and transactional reports for each of the board units. It should be able to report at least on the following heads: <ul style="list-style-type: none"> ✓ By revenue / expense heads ✓ By asset / liabilities head ✓ By transaction types ✓ By status in the workflow process like draft pending

144.	The system to generate profitability report for the entire board (Circle & Regional office wise)
General Ledger	
145.	The system to maintain group chart of accounts
146.	The system to support multiple charts of accounts and map the transactions automatically onto the different charts.
147.	The system to add new general ledger codes to the existing chart of accounts
148.	The system to block and delete GL accounts not in use. However deletion to be done with proper authorization
149.	The system to create an audit trail for the GL account created and amended
150.	The system to ensure that only authorized persons are allowed to create general ledger master data
151.	The system to add new accounts, change descriptive information on existing accounts and delete accounts no longer required.
152.	System shall allow transactions which will not be processed automatically but are to be posted manually or any rectification entries to be captured by posting a manual JV
153.	System shall allow accrual/deferral entries in case of recording provisions
154.	System shall allow a cycle of processing recurring transactions which are of routine and repetitive nature e.g. insurance charges, maintenance charges
155.	System shall allow reversing general ledger transactions which has been posted in error
156.	System should allow periodic closing such as month end closing and year end closing
Integration Requirement	
157.	The system to consolidate information within and across general ledgers for month end reporting purposes
158.	The system to integrate G/L, accounts payable, accounts receivable with all the sub-ledgers and synchronize with the G/L in on-line, real-time manner. System should facilitate recording of transactions through sub-ledger, e.g. employee wise conveyance, LTA, etc.
159.	The system to support the functionality of financial module to be fully integrated with the PIS, Inventory and Payroll modules thus ensuring that the operational and financial books always reflect the same results.
160.	The system record and do inter-sectional accounting for the transactions
161.	The system to reconcile accounts of the inter-sections
162.	The system to support multiple levels of approval for a journal voucher before it is posted into General Ledger.
163.	The system to track period-end provisions by different voucher series.
164.	The system to automatically keep all provisions till 31st March / FY closing
165.	The system to ensure that all pending activities are carried out before closure and prompt any alert or notification if some activities are not carried out
166.	The system to allow post adjustment entries in closed period with proper audit trail and authorization.

167.	The system to make provisions for expenses from the system based on open items at the time of period closing.
168.	The system to do a periodic and year end closing of accounts as per user defined closing calendar.
169.	The system to carry forward the closing balance of the financial year as opening balance to the next financial year automatically
170.	The system to automatically carry forward of balances for balance sheet accounts
171.	The system to automatically reset of all profit and loss accounts for new year
172.	The system to automatically transfer of P&L accounts for closing year to show the balance in the retained earnings for the books
173.	The system to keep the previous year open for a specified period while processing the next year's data
174.	The system to provide additional periods for the adjustment entries i.e. say audit entries on the last day of financial year /month for any outstanding liability/adjustments
175.	The system to allow write off prepaid expenses regularly on a predefined basis
176.	The system to calculate interest as per predefined information.
Accounts Receivable	
177.	The system to allow Accounts receivables system to be fully integrated to the general ledger and Cashbook.
178.	The system to allow for the following types of transactions: <ul style="list-style-type: none"> ✓ Party invoices/ Bills ✓ Adjustment journals ✓ Collections
179.	The system to generate document numbers automatically / manually
180.	The system to generate credit/debit notes to party based on certain predefined logic
181.	The system to provide analytical, summary and standard reports that reflect an accurate picture of the accounts receivables
182.	The system to support automatic posting for accounting and invoice processing
183.	The system to provide the list of billing against a order
184.	The system to record party particulars PAN, TAN etc. in the system
185.	The system to define payment terms
186.	The system to enter the document /reference number against which an invoice is raised
187.	The system to check for double billing
188.	The system to create recurring invoices for fixed and variable expenses
189.	The system to conduct trend analysis of fixed and variable expenses on periodic basis
190.	The system to reverse credit and debit notes raised with appropriate reason codes
191.	The system to provide for manually posting Debit Notes/Credit Notes to party accounts
192.	The system to record cash receipts with/without reference to Invoices/ billings
193.	The system to facilitate in adjusting more than one invoice/Credit Note/Debit Note in one collection statement

194.	The system to apply receipts against customer debits (against invoices) and record various types of receipts in the form of bank.
195.	The system to support the functionality of having an intermediary account to post entries before they are posted to main bank accounts
Account Payable	
196.	The system to fully integrate the Accounts payables system with the general ledger, cash book, accounts receivable, fixed asset, purchasing, inventory, Costing and other relevant functions
197.	The system to provide for the following types of transactions: <ul style="list-style-type: none"> ✓ Party Invoices ✓ Party debit & credit notes ✓ Party advances ✓ Adjustment Journals
198.	The system to support direct and procurement based invoice entry with payment schedules
199.	The system to allow to enter invoices for ADHOC purchases, regular and service PO
200.	The system to support debit credit note for rate differences in transactions
201.	The system to support different tax rates and purchase rates for different line items in the same PO
202.	The system to provide for regular and automatic adjustment of invoices , credit notes with prepayments, debit notes
203.	The system to allow to track and trace documents through the use of an document numbering scheme
204.	The system to allow workflow for streamlining work processes and alert for the approval, pending items for approval etc.
205.	The system to record the following details for each party master record: Party Type, Party Code, Name, Address, Payee name (if different from the vendor), Payment address (if there is a different payee), Telephone number, Fax number, E-mail, Contact person, Payment terms, Payment method, Payment charges to be recovered, Paying Bank details, Party Bank details, Sales Tax Numbers, Permanent Account Number, Payment location, Payment lead time, TDS exemption details, SSI details, ECS related information, RTGS related information, etc.
206.	The system should be amenable to new GST requirements.
207.	The system to check and stop creation of duplicate party master accounts. (The system could check for duplicate address, PAN numbers or bank account details to avoid duplicate party master creation)
208.	The system to support multiple approval hierarchy for invoices as per the delegation of authority.
209.	The system to facilitate matching invoice with PO and Goods receipt so that data entry is minimal
210.	The system to manage payments, advances and deductions to party.
211.	The system to make part payment against an invoice and balance payment process on a subsequent date
212.	The system to make advance payment to a vendor and later link it to vendor specific invoice or invoices received

213.	The system to allow grouping of multiple line items in one payment. The system to allow splitting one line item into multiple payments
Bank and Cash Account	
214.	The system to record the following details for each bank: Name of the Bank, Branch, Address, Telephone number, Fax number, Contact person (Multiple), Type of account, Account Number Date of opening, Date of closure, Consortium/ Non-consortium, SWIFT Code, Cheque Inventory, Authorized signatories (Multiple with limits), Validity dates for authorized signatories
215.	System shall have the provision for defining all company bank accounts
216.	The system to record payments in cheques, RTGS, Cash and internet banking
217.	System shall allow the issue of cheques against payments through both manual cheques and automated cheque printing
218.	System shall allow for posting of all accounting entries related to payments
219.	System shall allow the payment through banks and e payment options
220.	System shall allow the processing of payments from party and others through cheque and e-Payment modes
221.	System shall allow the handling of cash receipts and payments
222.	System shall allow the process of bank reconciliation
223.	The system to track the time between cheques issued for payment and actual date of realization (Stale cheques)
224.	The system to keep track of "bounced" cheques. The system to automatically generate accounting entries for cheques bounced
225.	The system to Control and monitor Earnest Money Deposit/ Bank Guarantee for the various contracts
226.	The system should have facility to manage Bank Guarantee and should have facility to notify expiry of the same. The period of notification should have flexibility to define by the user.
227.	The system should have facility to integrate Letter of Credit with the bank.
228.	The system to interface with finance module for auto generation of Bank Payment Voucher, Bank Receipt Vouchers and Journal Vouchers
229.	The system to maintain records of all cheques: <ul style="list-style-type: none"> ✓ Deposited into the collection accounts on a daily basis ✓ Paid to all payees
230.	The system to maintain details of all cash: <ul style="list-style-type: none"> ✓ Deposited into bank accounts on daily basis with voucher. ✓ Withdrawal from the bank on a daily basis
231.	The system to do bank reconciliation, using bank statements input either: Manually or through soft copy/third party database /spreadsheets
232.	The system should generate Bank Reconciliation Statement and integrate with EMIS phase 1 and payment gateway.
233.	The system to maintain approval hierarchy before the release of cash payment.
234.	The system to generate notification to the originating department of the payment made.
Controlling & Budgeting	

235.	The system should enable handling of grants received from Governments/various funding agencies.
236.	The system should have provision to generate Utilisation Certificate (UC) linked to the grants received
237.	System shall allow the planning, allocation, controlling and monitoring of overhead costs
238.	System shall allow the maintenance of profit centre accounting
239.	System shall allow profitability analysis and reporting
240.	System shall allow preparation of annual, quarterly and monthly budgets
Financial Statement Preparation	
241.	System shall allow the preparation of trial balance
242.	System shall allow the preparation of profit and loss account
243.	System shall allow preparation of balance sheet for both Board & Trustee Account
244.	System shall allow preparation of the financial statements for various periods, like annual, quarterly and monthly
Tax Management and Compliance	
245.	System shall allow for the handling of all TDS related transactions
246.	System shall allow proper deduction of TDS and payments to the Government
247.	System shall allow generation and distribution of TDS certificates
248.	System shall allow for the submission of TDS returns to the Government
249.	System shall allow for the handling of all GST related transactions
250.	System shall allow for all GST related payment to the government
251.	System shall allow for the submission of GST returns
252.	System shall allow for the handling of all Tax related transactions
253.	System shall allow for the payment of Tax to the government
254.	System shall allow for the submission of Tax returns
255.	System shall allow for the preparation of reports and annexures for submission of statutory returns and audit
256.	System shall have the provisions to incorporate the changes due to GST and should have a roadmap for the implementation of GST in the system
257.	The system to handle retrospective TDS / surcharge rate changes.
Trustee Account	
258.	The system shall have provision for maintaining 3 types of trustee accounts separately: <ul style="list-style-type: none"> ✓ WBPCB Employee Debt-cum-Retirement Benefits (DCRB) ✓ WBPCB Employee General Provident Fund (GPF) ✓ WBPCB Employee Contributory Provident Fund (CPF)
259.	The system shall facilitate to generate deduction statement as per the convenience of the competent authority. By default system will generate yearly.
260.	The system shall facilitate for identifying refundable & non-refundable PF loan.
261.	The system shall check the eligibility of employee for applying loan. More than 15 years of job – refundable and less than 15 years of job – refundable/non-refundable
262.	The system shall check the maximum repayment period of 24 months.

263.	They system shall provide online comprehensive form for applying pension & gratuity.
264.	They system shall generate Bill & Pension Register.
MIS Report	
265.	The system to generate Trial balance at periodic intervals.
266.	The system to generate Profit/Loss Account & Balance sheet
267.	The system to generate sales, expense & profit estimation
268.	The system should provide the facility of drawing bank reconciliation on weekly basis. The System should also allow authorized users to upload the bank statements and reconciliation statement on weekly basis
269.	The system should provide the current date while printing cheques. The system should keep a record of authorization & printing dates in reference to cheque number
270.	The system should reflect the voucher in ledger only after payment is authorized or cheque is printed
271.	The system should provide a consolidated summary of salary credits, debits, supplementary credits of all regional offices on monthly basis
272.	The system should provide consolidated reports for refundable & non-refundable loans and final settlement cases for all regions with purposes and number of cases

3. Payroll

Sl. No.	Requirements
253.	The system should have provision to rectify any genuine mistake in PIS for pay and allowances and the corrected figure may be taken into pay package on the basis of correct hard copy order. The message will be forwarded to PIS for rectification at their level.
254.	Three tier level shall be introduced for data entry, checking and finalization/acceptance/processing of pay bill
255.	The system should have a control chart chronologically for paybill generation so that any steps may not be missed out for any month.
256.	The System to maintain history of records in the system (Example: changes made to compensation structure etc.
257.	The system should include all the master data, configuration and rules that enable payroll transactions in the application
258.	The system should record other master data like salary head group, pay bill group, pay slab, pay sheet etc.
259.	The System to generate employee related reports-based on cost centre wise / office wise , level wise, etc.
260.	The system should have the ability of system to restrict duplication of payment to employees
261.	The system should have the ability of system to generate data that is compatible for filing of returns with the IT department
262.	The system should have the capability to make computation of the following elements:

	<ul style="list-style-type: none"> ✓ Fixed pay elements applicable to all employees like basic, PF, special allowance, conveyance allowance etc. ✓ Formula based pay elements like (DA as a % of basic) and combination of the above
263.	The system should have the capability for making calculation of pay based on Compensation Rules like: <ul style="list-style-type: none"> ✓ Scale of Pay ✓ Years of Service ✓ Grade
264.	The system shall automatically calculate the Arears of the employee.
265.	The system should have the capability to allow the maintenance of slab wise details for statutory elements like Income Tax, Professional Tax as well as user defined elements
266.	The system should have the facility to calculate tax as per the Income tax act without the manual intervention. The tax slabs, rates and surcharges shall be maintained by the system and the tax shall be computed automatically
267.	The system should have a provision for handling payroll claim process such as LTC claim, medical reimbursement claims and off-cycle payment for the same
268.	The system should have a provision for withholding salary of the suspended/absentee employee
269.	The system should have a provision for bank transfer for monthly payments.
270.	The system should have provision for generation of pay slip electronically with the applicable payment of allowances and deduction heads. Pay slip should be in printable form and should also be available online.
271.	The system should have provision for handling financial year end tax declaration and subsequent calculation for generating statutory forms
272.	The system should have the capability to process arrear and backdated payment calculations
273.	The system should have the capability to handle LTA and medical exemptions as per the income tax rules
274.	The system should have the capability to define tax rules to determine employees tax liability as per changes by the state government for actual tax liability of employee
275.	The system should have the capability to provide investment declaration form in electronic format. The employee will be required to fill and submit the form electronically so as to automatically updating of salary record and tax calculation by the system
276.	The system should have facility for user to do reverse modification.
277.	The system should have the capability to handle allowances and deduction.
278.	System should be able to Include salary, revised salary and other benefits
279.	System should show all the information to check and reconcile payroll to competent authorities
280.	System should allow integration with PIS and Account function
281.	System should be able to show complete payment history
282.	System should show the component view of pay structure

283.	System should allow to print pay slip on demand
284.	Required accounting entries related to the Payroll should be generated by the system.
Loan and Advance	
285.	The system should be able to maintain the types of loans as per the eligibility, along with limits for such loans for each category of employees.
286.	The system should have a provision of maintaining loan application, approval and disbursement information, such information can be submitted either by forms or data entry
287.	The system should have a provision to define a record schedule for the loan
288.	The system should allow advice recovery to payroll each month based on the prescribed percentage of each individuals loan
289.	The system should have provision to capture lump sum repayment of loan and should recalculate the recovery every month.
290.	The system should allow to record details of references made by payroll for each employee
291.	The system should have the facility to suspend or modify the record schedule for any given loan, including reversals of any wrong recoveries that have been made
292.	The system should be able to provide information at any time to HR departments to facilitate loan management activities
293.	Individual employees to get information on loans that they are eligible loans analysed by them and status of recoveries of such availed loans as on any given day
294.	The system should notify employee-applicant with the loan schedule & EMI details fixed by HR department and about sanction & release of loan
295.	Facility to generate hard copy, printouts of statutory registers, brief details
296.	Provide upload facility for the scanned copies of the documents associated for any given loan
297.	Provision to calculate penalties / penal finance charges
298.	The system should provide the upper limits of loan amount for employees based on cadre & type of loan
299.	The System should be able to generate report regarding loan sanctioned during particular month, details of outstanding loans with interest

4. **Inventory Management System**

Sl. No.	Requirement
Administration	
295.	The system should have provision to capture the following data for inventory control: Annual consumption, Re-order level, Safety stock level, ordering quantity, Normal lead time for procurement, Methods of issuing the stock, FIFO, LIFO, SIMPLE AVERAGE, WEIGHTED AVERAGE. However most suitable method is FIFO with expiry date may be introduced for all inventory. This is applicable for Laboratory, O&M, and Administration.
296.	The administration staff prepares stock indent basing on the availability of items in the augmented EMIS system.

297.	The system shall have the provision for all the section raise the indent online
298.	The system shall submit the indent raised by the section user to the concern authority as selected by the user for necessary approval.
299.	Concern authority verifies and approves the indent in the online system.
300.	Stock status of the items are updated by the EMIS System automatically.
301.	Section staff make requisition for the items and requests goes to the concern authority.
302.	Concern Authority approves the requests or modifies the requests and approves in online system. A token number is generated for the request. The request goes to store keeper.
303.	If all the required quantities available in Store, Item released to the applicant and token close
304.	The stock status of the items are updated automatically by the EMIS system
305.	If partial quantities available in Store, Partial quantity of item released to the applicant, status of the items are updated automatically by the EMIS system and token kept open. The remaining quantity of item released and item availability auto updated by EMIS system
306.	Generates alert for Indenting
307.	The system should have facility to define the reorder level of each item.
Operation & Maintenance (O&M)	
308.	The O&M staff prepares stock indent basing on the availability of items in the augmented EMIS system.
309.	The system shall have the provision for all the section raise the indent online
310.	The system shall submit the indent raised by the section user to the concern authority as selected by the user for necessary approval.
311.	Concern authority verifies and approves the indent in the online system.
312.	Stock status of the items are updated by the EMIS System automatically.
313.	Section staff make requisition for the items and requests goes to Concern authority.
314.	Concern authority approves the requests or modifies the requests and approves in online system. A token number is generated for the request. The request goes to store keeper.
315.	If all the required quantities available in Store, Item released to the applicant and token close
316.	The stock status of the items are updated automatically by the EMIS system
317.	If partial quantities available in Store, Partial quantity of item released to the applicant, status of the items are updated automatically by the EMIS system and token kept open. The remaining quantity of item released and item availability auto updated by EMIS system
318.	Generates alert for Indenting
319.	The system should have facility to define the reorder level of each item.
Laboratory	
320.	The system shall indent the items into four categories <ul style="list-style-type: none"> ✓ Instrument & Equipment ✓ Chemicals

	<ul style="list-style-type: none"> ✓ Glassware ✓ Sundry Items
321.	The Lab staff prepares stock indent basing on the availability of items in the augmented EMIS system in different category and sub category
322.	The system shall have provision for indenting spares of instrument.
323.	The system shall have provision for maintaining the instruments register for its operation and maintenance.
324.	The system shall also register the manufacturer and dealer information of each equipment.
325.	The system shall also record the annual maintenance contract and CMC for each instrument and give notification for maintenance period.
326.	The system shall generate tender notification for any new procurement
327.	The system shall able to tag different parts of instrument into single unit if it desires by the user.
328.	The system shall maintain the chemicals based on its categorisation as standard and other.
329.	The system shall take the standard chemicals entry with date of expiry.
330.	The system shall have provision to issue the chemicals on first in first out (FIFO) and expiry date whichever is earlier from the stock whenever indent raised by the user.
331.	The system shall give alert before the expiry date of chemicals.
332.	The system shall have provision for recording the glassware items and sundry items.
333.	The system should have facility to define the reorder level of each item.

5. Document Management System(DMS) [Common Modules]

Sl. No.	Requirement
Generic & System Requirement	
330.	A comprehensive search component needs to be built in the system. The search component should be available across various sub modules
331.	System should be integrated with payment gateway so that payment can be made online
332.	System should be integrated with external systems/agencies wherever possible so that data can be shared in digital mode
333.	Whenever electronic transfer of data takes place, system should send alert to the concerned persons
334.	System should maintain status and audit trail for all data exchanged between the system and external systems.
335.	Modules should be integrated so that data flow is seamless across them
336.	System should have proper authorization and authentication mechanism
337.	If a user is inactive for a specified period of time, the user session should expire
338.	User should have an online help functionality
339.	The online help pages should have search functionality so that user can search using the relevant keywords
340.	Should allow users to access the system through internet as well as intranet

341.	System should have the facility to upload bulk data into the system
342.	System should provide industry standard integration functionalities based on service oriented architecture
343.	System should support workflow and allow configuration of the workflows based on rules
Administration	
344.	System should allow creation/edit of user groups
345.	System should display all the user groups available in the system
346.	System should allow the creation of users and allocation to user groups
347.	System should display all users available in the system
348.	System should provide functionality to delete users from a group
349.	All deletes should be soft delete and history of the same should be stored in the system
350.	System should have functionality to search users based on combination of First Name, Last Name and/or Username
351.	System should allow sorting of records based on First Name, Last Name and Username
352.	Username should be unique across the system
353.	System should have functionality to export the records to pdf, excel etc.
354.	System should allow assigning and editing of privileges for a user group
355.	Privileges can be at a Group level as well as Individual Level, system should clearly indicate the "Inherited Privileges" and the "Individual Privileges".
356.	System should have provision to assign users to multiple groups
357.	System should have functionality to activate/deactivate any user
358.	Admin should be able to regenerate password (system generated) for the user and send it via email/SMS
359.	Admin should be able to maintain list of master data as needed by the system
360.	System should check for duplicate entry and throw error message when a master data is added/edited
361.	Master data should be configured for all selection options in the application
362.	The system should able to manage the DAK section with Receipt and Despatch of letters.
MIS Reporting	
363.	System should allow users to add/bookmark reports to their personalized dashboards
364.	Types of reports available to a user will be based on the role and privileges assigned to that user
365.	User should be able to generate reports based on criteria provided
366.	User should be able to save the criteria used to generate a report. The saved criteria should be accessible to users to generate one click reports later on
367.	System should provide a calendar to select date ranges for a report generation criteria
368.	Users should have option to export, print or send reports as pdf attachment through email

369.	System should provide an option to select the number of records to be displayed per screen
370.	System should have pagination feature to access reports displayed in multiple pages
371.	User should be able to sort the report data based on the column headers
372.	Users should be able to export reports to various formats like pdf, excel, word, CSV etc.
373.	User should be able to generate reports in all standard graphical formats like Line Chart, Bar Chart, Pie Chart, Area Chart, X Y Scatter Chart etc.
374.	Users should be able to generate reports using controls like date, =, >, <, and, or etc.
375.	System should be able to perform trend analysis, forecast data based on time, season
376.	System should have a drill-down action that allows exploring the data from high-level view (aggregate data) to low-level view (detailed/transactional data)
377.	Specific DASHBOARD and Exception report required in all admin level but restricted to role base users which will provide all up to date report and information on time basis.
Audit Trail	
378.	System should record all changes made to the data/records against the username
379.	System should record the timestamp when the changes are made
380.	System should record both the original and updated value when changes are made
381.	The audit trail recorder will record any change that is committed to the database. If the user make changes but doesn't save them to the database, the audit trail recorder will not record them
382.	System should provide a reporting screen so that all changes made to the system can be viewed
383.	System should provide search functionality to search the audit trail records
384.	Audit trail reporting screen should be only accessible to users having the necessary privileges
385.	By default, all audit trail records should be displayed in a grid format, arranged with respect to timestamp in descending order
386.	User should be able to search audit trail records for a particular date range
387.	System should provide pagination feature to display the audit trail records
388.	System should display data in rows spread across the following columns at a minimum: <ul style="list-style-type: none"> ✓ Timestamp ✓ Username ✓ Screen/Section/Module Name ✓ Field Name ✓ Previous Value ✓ Current Value ✓ Other additional information as required
389.	User should be able to sort the records based on the column headers
390.	User should be able to export the data in various formats like pdf, excel, word, CSV etc.

391.	User should be able to print the audit trail data
392.	The system should record the IP address of the client machine/device in the audit trail
Alerts & Notification	
393.	System should automatically generate reminders of any pending or overdue actions
394.	System should allow the user to create and send user alerts/notification to identified group/other users
395.	The system should have facility to flag notification priority (Low, Medium, and High) by the user.
396.	System should be able to determine whom the alert or notification has to be sent based on the Delegation of Power (DoP) matrix
397.	System should allow the user to schedule the activities and maintain the calendar with reminders
398.	The alerts/notifications should be available to be sent in the form of an Email, or SMS to the registered phone or as an alert in the application once the user logs into the system.
399.	System should allow the user to view alerts/notifications
400.	The system shall throw alerts when the request is pending for a period exceeding a pre-defined time limit
User Profile	
401.	System should have capability for creation of user profiles
402.	All users should be able to register themselves on the site by providing required details
403.	For External Users, system should have a workflow for approval of user registration
404.	System should alert if data is not provided for all mandatory fields during registration
405.	User should be able to access only those services/functionality to which access has been granted (based on “Inherited Privileges” and “Individual Privileges”)
406.	System should allow only one session at a time for a user i.e. when one User logs in to the application using his own credentials, then the same credentials must not be allowed to be used for logging into the application through same or different computer
407.	System should allow registered users to log in to the system using valid username/password
408.	System should present personalized dashboard as the first interface after successful log in
409.	System should allow creation of only one user profile for a particular username or email id or mobile phone number
410.	System should allow users to update/delete user profile (delete should be soft delete)
411.	System must allow a user to be part of more than one group
412.	System should allow a maximum of 5 attempts for log in
413.	System should allow the user to regenerate a lost password/reset password
414.	For External Users, system should have a workflow for approval of user profile update
Workflow Management	

415.	The System should be able to save the workflow item/document and route the request to the concerned authority as per the workflow
416.	Movement of work items based on the hierarchy of different departments as per Delegation of Power
417.	Facility to mark the application to pre-defined hierarchy
418.	Inbox for officers (listing work items received)
419.	System should provide the facility to choose work items from the list as per his/her own decision for taking action on work items
420.	Creation/ uploading of a required Scanned Documents wherever necessary.
421.	Alerts for delay in action. A notification/Email will be sent to the concerned user as well as to his superiors.
422.	Facility to mark / redirect the application to other officer based on the following two conditions: <ul style="list-style-type: none"> ✓ in case of leave ✓ if the person is repeatedly failing to clear the workflow items
423.	Facility to mark the application to other department for their NOC / Comments / Input
424.	Check-list for rejection of any work items
425.	System Administration should have the authority to change the workflow based on the approval be highest authority
426.	The system should consider the list of holidays for tracking the timelines of various approving authorities in the workflow.
427.	The system should have provision for uploading Board meeting Minutes of Meeting (MoM).
Live Dashboard	
428.	Dashboard provides summarised view of information/work items/ documents one can drill down to the details of the information for all modules.
429.	User is able to configure his dashboard and select summarized data that he wishes to see. Alternatively the organisation can decide on the dashboard view based on roles
430.	System should present personalized dashboard as the first interface after successful log in.
431.	Ability to monitor applications with a dashboard.
432.	The system should provide user-defined executive dashboard (financial information, key performance indicators, etc.) based on user profile.
433.	System should cater the pending work items based on the workflow for which user action is pending
434.	System should provide the status of the work items.
435.	The system should allow to manage the dashboard view of critical activities.
436.	Dashboard should have a provision to generate an alert (with colour coding) based on the timestamp and due date for approval.
437.	Dashboards should usually refresh based on changes to data, so a user might like to turn on and off the auto refresh feature.
Employee Self Service	
438.	The system should allow employee to access his personal & professional records
439.	The system should be able to display the payslip / Form 16 on demand

440.	The system should allow employee to print the payslip
441.	The system should allow employee to view their eligibility of various benefits like loans, advances, leaves, travel allowances etc.
442.	The system should show various training programs scheduled across the department and enable application for such programs based on approval
443.	The system should allow to manage the dashboard view of critical activities
444.	The system should be single point access for accessing all the functions and features of the system (in accordance with permitted access provisions)
445.	The system should have the capability to empower employees to enter the data/view/edit pre-defined data on self for e.g. updation of personal records like details, marital status, record/change nomination etc. and leave balance, leave status (Cannot be modified), Salary details, liabilities, declare investments for IT returns, Property returns, Lease data, Medical & Entertainment etc.
446.	The system should have the capability to provide links to the important items hosted in various in-house websites/ intranet e.g. important circulars/ instructions/ policy documents etc.
447.	The system should give managers the ability to create and save their own custom reports
448.	The system should allow managers to view their direct reports as well as drill down to lower levels under their area of responsibility

Government of West Bengal
Finance Department
Audit Branch

No. 3975-F(Y)

Dated, 28th July, 2016

MEMORANDUM

Sub: Online receipt and refund of EMD of e-procurement through State Government e- procurement portal

The State Government procurement portal has already been integrated with the Payment Gateway of ICICI Bank for deposit of EMD and other fees by the bidders participating in e-procurement.

Now, in cancellation of this Department Memorandum No. 1526-F(Y) dated 18.03.2014, the Governor is pleased to prescribe the following procedure to be adopted for deposit of EMD / Bid Security related to e- procurement of the State Government Departments and its subordinate offices, PSUs, Autonomous and Local Bodies, PRIs, etc

1. Login by bidder:

- a) A bidder desirous of taking part in a tender invited by a State Government Office/PSU/Autonomous Body/Local Body/ PRIs, etc shall login to the e-Procurement portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and password.
- b) He will select the tender to bid and initiate payment of pre-defined EMD / Tender Fees for that tender by selecting from either of the following payments modes:
 - i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway;
 - ii) RTGS/NEFT in case of offline payment through bank account in any Bank.

2. Payment procedure:

- a) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway:
 - i. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
 - ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
 - iii. Bidder will receive a confirmation message regarding success/failure of the transaction.
 - iv. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government /PSU/Autonomous Body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
 - v. If the transaction is failure, the bidder will again try for payment by going back to the first step. /

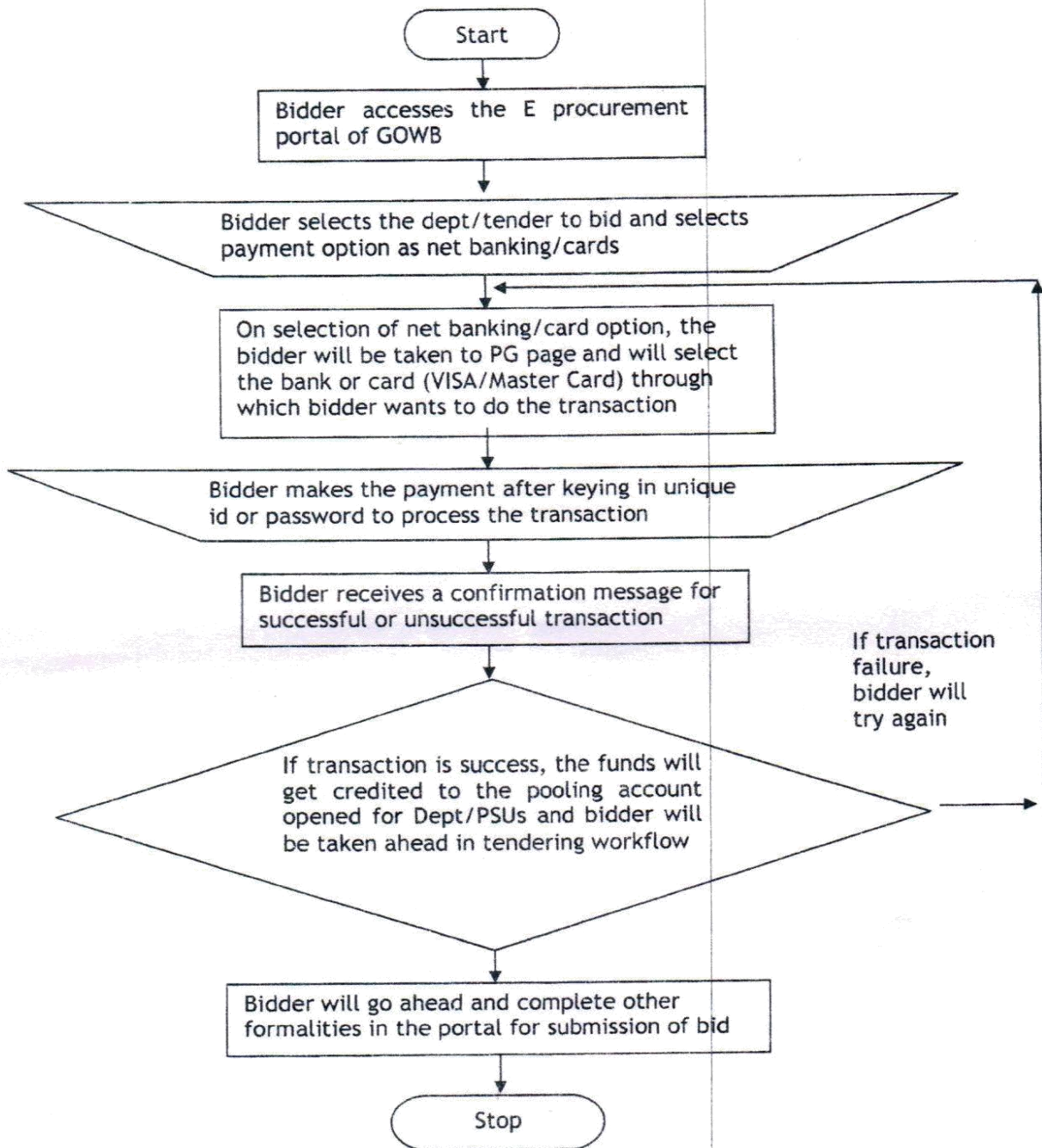
b) Payment through RTGS/NEFT:

- i. On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
- ii. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
- iii. Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
- iv. If verification is successful, the fund will get credited to the respective Pooling account of the State Government /PSU/Autonomous Body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- v. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- vi. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

3. Refund/Settlement Process:

- i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.
- ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.
- iii. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L₁ and L₂ bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L₂ bidder should not be rejected till the LOI process is successful.
- iv. If the L₁ bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L₂ bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L₁ bidder is uploaded to the e-Procurement portal by the tender inviting authority.

Process for payment through Payment gateway (PG) (Annexure I)



Process for payment through RTGS/NEFT (Annexure II)

