# WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED

(A Government of West Bengal Undertaking)

HIDCO BHABAN, Premises No.35-1111, Biswa Bangla Sarani, Near 3<sup>rd</sup> Rotary, New Town, Kolkata-700156.

#### **NOTICE INVITING E-TENDER**

Tender No. 0603/HIDCO/ADMN-4323/2025

Dated 13.03.2025

WBHIDCO LIMITED (hereinafter referred to as the "WBHIDCO"), invites online tender from well-established firms / agencies having relevant experience, in two bids format Design and development of Website for Jagannath Dham, Digha with maintenance of One Year.

| Sl. 1 | Tender No. & date         | 0603/HIDCO/ADMN-4323/2025 Dated:13.03.2025  |
|-------|---------------------------|---|
| SI. 2 | Brief description of Work | Design and development of Website for Jagannath Dham, Digha with maintenance of One Year.   |
| Sl. 3 | Earnest Money Deposit     | Rs.2,00,000/- (Rupees Two Lacs only) to be deposited online.  |
| SI. 4 | Tender Inviting Authority | System Manager (IT), WBHIDCO  |
| SI. 5 | Contact Person            | Mr. Subhankar Dutta, SM(IT) / Mr. Sukalpa Mallick, Network Manager West Bengal Housing Infrastructure Development Corporation Limited |
|       |                           | (WBHIDCO Limited.)  |
|       |                           | 35-1111, Biswa Bangla Sarani, DG Block (Newtown), Action Area I,<br>Newtown, New Town, West Bengal 700156                             |
|       |                           | e-mail: subhankar.dutta@wbhidco.in , network.manager@wbhidco.in   |

Intending bidder may download the tender documents from the website https://wbtenders.gov.in/ directly with the help of Digital Signature Certificate. Cost of Earnest Money Deposit (EMD) may be remitted through online process as described below: -

Necessary Earnest Money amount will be deposited by the tenderer electronically online through his/her net-banking enabled bank account, maintained at any bank or offline through any bank by generating NEFT/RTGS challan from the e-tender portal.

Intending tenderer will get the beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective bank as per Beneficiary Name, Account Number, Amount, Beneficiary Bank Name (ICICI Bank Limited), IFSC Code and e-procurement Ref. No.

Tenderers are also advised to submit EMD of their bid at least 3 (three) working days before the bid submission closing date (28-03-2025 upto 17:00 Hrs) as it requires time for processing of payment of EMD.

Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed on the website <a href="https://wbtenders.gov.in/">https://wbtenders.gov.in/</a>

The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the 'Tender Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

# **CONTENTS OF THE TENDER DOCUMENT** The Tender document comprises the following: Chapter Description Page GUIDANCE FOR E-TENDERING CHAPTER - 1 3-4 **OBJECTIVE OF THE PROJECT** CHAPTER - 2 CHAPTER-- 3 SCOPE OF WORK, ELIGIBILITY & TECHNICAL SPECIFICATION 5-12 CHAPTER - 4 DATE & TIME SCHEDULE 13 CHAPTER – 5 INSTRUCTION TO BIDDER 14-17 FORMAT FOR DECLARATION REGARDING BLACKLISTING ANEXURE-A 18

**DECLARATION OF ELIGIBILITY CRITERIA** 

Sd/-System Manager (IT), WBHIDCO

No. 0603/1(6)/HIDCO/ADMN-4323/2025

ANEXURE-B

Dated 13.03.2025

19

Forwarded for kind information and necessary action to:

- 1. Chief Finance Officer, WBHIDCO Ltd.
- 2. Chief Engineer, WBHIDCO Ltd.
- 3. General Manager (Electrical), WBHIDCO Ltd.
- 4. Public Information Officer, WBHIDCO Ltd.
- 5. Network Manager, WBHIDCO Ltd.
- 6. PA to Joint Managing Director, WBHIDCO Ltd.

Sd/System Manager (IT), WBHIDCO Ltd.

# CHAPTER- 1 GUIDANCE FOR E-TENDERING

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

## • Registration of Bidder:

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>. The Bidder is to click on the link for e-Tendering site as given on the web portal.

## • Digital Signature Certificate (DSC):

Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.

- •The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- Participation in more than one work:

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If, found to be applied severally in a single job, all the applications will be rejected.

#### Submission of Tenders:

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

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

#### A. <u>Techno Commercial Cover:</u>

#### **Technical Document1**

- 1. Earnest Money Deposit (EMD) document
- 2. Copy of N IT duly stamped & signed
- 3. Document as per Eligibility Criteria
- 4. Declaration of Eligibility Criteria, Annexure- B

# **B. Financial Cover:**

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

It is a turnkey project. Any other equipment/ module/ accessories required to complete the project for achieving the above-mentioned objective, will have to be provided by the bidder, and for that no additional payment will be made.

# $\underline{\text{NON-STATUTORY COVER}(\text{MYSPACE}) \text{CONTAIN FOLLOWING DOCUMENT:}}$

(In each folder, the scanned copy will be uploaded in a single file having multiple pages)

| Sl. No. | Category Name   | Sub Category Name              | Sub Category Description   |  |  |
|---------|-----------------|--------------------------------|--|--|--|
| A       | CERTIFICATES    | A1. CERTIFICATES               | <ul> <li>GST Registration Certificate</li> <li>Copy of Registration of Company Certificate,</li> <li>Trade License</li> <li>Document of Kolkata Office</li> <li>Self Declaration that the bidder shall no have been blacklisted by any Govt department.</li> </ul> |  |  |
| В       | COMPANY DETAILS | B1. COMPANY<br>DETAILS 1       | Order copies for experience certificate  |  |  |
|         |                 | B2. COMPANY<br>DETAILS 2       | Order copies as per evaluation criteria  |  |  |
| С       | CREDENTIAL      | CREDENTIAL 1                   | Bidder's Details as per pre-qualification criteria   |  |  |
| D       | FINANCIAL INFO  | WORK IN HAND                   | Financial Capability of Bidder   |  |  |
|         |                 | P/L & BALANCE SHEET<br>2021-22 | P/L & BALANCE SHEET 2021-22  |  |  |
|         |                 | P/L & BALANCE SHEET<br>2022-23 | P/L & BALANCE SHEET 2022-23  |  |  |
|         |                 | P/L & BALANCE SHEET<br>2023-24 | P/L & BALANCE SHEET 2023-24  |  |  |
| E       | DECLARATION     | DECLARATION 1                  | Office at Kolkata  |  |  |
|         |                 |                                | Self-declaration certificate on Blacklisting   |  |  |
| F       | MANPOWER        | TECHNICAL PERSONNEL            | Details of Key personnel   |  |  |

#### CHAPTER- 2

# **OBJECTIVE OF THE PROJECT**

#### **OBJECTIVE**

The inauguration ceremony of the Jagannath Temple in Digha is envisioned as a grand celebration to showcase the spiritual, cultural, and architectural significance of the temple.

This event aims to attract devotees and visitors from across the globe by leveraging a well-designed and user-friendly website.

The website will serve as a central platform to provide comprehensive information about the temple, the inauguration event, and visitor resources, while also facilitating engagement through features such as live streaming, event schedules, and donations.

# CHAPTER 3 SCOPE OF WORK, ELIGIBILITY AND EVALUATION SPECIFICATION

#### 1. SCOPE OF WORK

This project involves creating a dynamic portal that streamlines content management, event organization, user interaction, and live streaming.

The portal will include a robust **Content Management System (CMS)** for managing static content, alongside tools to create SEO-optimized pages.

The **Event Management** system will support both recurring and one-time events with donation options, live feed integration and event-specific galleries.

For **Live Sessions**, users can access live streams for events, rituals, or other activities, with an intuitive interface.

A **Donation Management** module will enable flexible online donations.

The system will also include **Item Management** section for selling items like prasad and booklets with pricing.

**Order Management** system will handle bookings and item sales, providing options to approve or cancel orders, initiate refunds, and update statuses.

For **Live Streaming**, the platform will leverage industry-leading tools to manage ingestion, transcoding, and delivery, supported by CDN integration for low-latency streams.

# The scope of work includes:

| SI No | Item                              | Description   |
|-------|-----------------------------------|---|
| 1     | Portal Design & User<br>Interface | The portal will feature a user-friendly design with intuitive navigation. It will prominently display live sessions, upcoming events, donation options, and religious items for purchase. The interface will be responsive, ensuring a consistent experience across devices like desktops, tablets, and smartphones. Special attention will be given to aesthetics, reflecting the spiritual essence of the Jagannath Temple in Digha while maintaining modern usability standards.                   |
| 2     | User Management                   | The portal will provide a seamless experience for users, allowing them to access live sessions, explore events, and make contributions. User profiles will include basic information like name, contact details, and donation history. Secure authentication methods will be implemented for user accounts, with options to validate email and phone numbers. The portal will also allow users to track their past donations and purchases, offering transparency and convenience.                    |
| 3     | Content Management                | The portal will include a dynamic content management system for managing event details, galleries, and live stream schedules. Administrators will be able to create and update information about spiritual celebrations, upload images and videos for galleries, and add event-specific descriptions. Additionally, tools will be available to schedule and manage live streams, ensuring users can watch the inauguration ceremony, subsequent Aarti sessions, and other live events without hassle. |
| 4     | E-commerce                        | The portal will carry an e-commerce component for handling the sale of spiritual items like Prasad. Users will receive these items on the address provided at the time of payment.  |
| 5     | Donations                         | The portal will allow registered users to choose from a wide range of donation brackets as well as an option to donate a value of their choice. These donations will be received securely via the payment gateway services implemented on the portal.   |
| 6.    | Daily Livestream                  | Daily Livestream of Puja on YouTube and Portal.   |
| 7.    | SEO                               | The portal will be optimized for search engines to ensure it ranks highly for relevant searches about the temple and its events. Administrators will be able to add SEO-friendly titles, meta descriptions, and keywords to all pages. Structured data will be implemented for events and live sessions, improving visibility in search results. This will help attract more visitors and expand the temple's online reach.   |
| 8.    | Security Features                 | The portal will prioritize user data security and transaction safety. It will implement SSL encryption to protect data transfer and ensure a secure browsing experience. Token-based authentication will be   |

|     |                             | used to restrict access to live streams and manage user sessions securely.   |  |  |
|-----|-----------------------------|--|--|--|
| 9.  | Performance<br>Optimization | The portal will be designed to handle high traffic during major events. It will use a Content Delivery Network (YouTube or custom developed using 3 <sup>rd</sup> party service providers) to distribute content globally, reducing latency for users in different locations. Image and video files will be optimized. Caching mechanisms will be implemented to improve page load times for returning visitors. |  |  |
| 10. | Server Requirements         | The portal will be hosted on a scalable cloud infrastructure, accommodate varying traffic levels. It will require a robust setup support live streaming, high-resolution galleries, and use interactions.  |  |  |

Please note that any third-party procurement for services like domain, hosting, live stream, online payments, third-party API, SMS/Email/WhatsApp gateways, etc will be done by the Department via the selected bidder.

# 2. ELIGIBILITY CRITERIA:

The Agencies fulfilling the following requirements will be eligible to apply:

For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:

# PRE-QUALIFICATION CRITERIA

| SI no | Basic<br>Requirement     | Details   | Documents Required  |
|-------|--------------------------|---|---|
| 1     | Legal entity             | The Bidder should be a sole proprietorship or a partnership firm under the Partnership Act, 1932 or a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 or a Company registered in India under Indian Companies Act, 1956 or 2013 and should have been operating for the last seven (7) years as on the date of publishing of Tender.  | <ul> <li>Copy of certificate of Incorporation / Registration certificate</li> <li>PAN</li> <li>GSTIN number and GST return for the last quarter/month.</li> <li>The above documents should provide evidence that the Bidder has been working in the business for the last seven years.</li> </ul> |
| 2     | Financial<br>Eligibility | The bidder should be an agency having a minimum average annual turnover of Rs. 35 crores in the last three (3) audited financial years - FY 2021 – 22, FY 2022 – 23 and FY 2023 – 24  | <ul> <li>Turnover certificate<br/>duly certified by<br/>Chartered accountant</li> <li>Last 3 years audited<br/>balance sheet</li> </ul>   |
| 3     | Work<br>Experience       | The applicant should have successfully managed projects related to website design, development and maintenance for State Government / Central Government / Semi Government / PSU / Other Government Institutions / Industry Chambers in India during the last five (5) years from the date of submission of bid, with project value not less than 5 lacs.  At least one (1) project should include work related to website design, development and maintenance for any State Government project of value not less than Rs. 30 Lacs in any of the 2 financial years, i.e., FY 2023 – 24 and FY 2024 - 25 | Min 2 Work Orders /<br>Completion Certificates  |

| 4 | Key<br>Personnel  | The bidder shall commit that the key personnel to be employed for the project has sufficient experience in the similar types of work and that once assigned to the project will not be moved out of it, except for reasons beyond the control of the bidder.  | Self-declaration on company letterhead to be submitted mentioning employee strength |
|---|-------------------|---|---|
| 5 | Office<br>Address | Bidder should have a fully functional office in Kolkata.  | Proof of Office Address   |
| 6 | Blacklisting      | The applicant should not have been barred/blacklisted by the Government of India or any State Government or any of its departments, authorities or bodies corporate under the Government of India or any State Government from participating in any project which continues as on the date of bid submission. | Annexure – A  |

#### 3. OTHERS

3.1 The tenderer should not have been debarred or blacklisted by any Central / State Government or any State Government Department(s) and the tenderer should not have any litigation in any of the Court(s). An affidavit to that effect on Non-Judicial Stamp paper of Rs.100/- duly notarised shall be enclosed with the technical bid. The proforma of the affidavit is attached with the tender as Annexure – A.

Note: If the tenderer is blacklisted by any Central/ State Government or any State Government department(s) or has any ongoing litigation leading to black listing, then the company is not eligible to participate in the tender.

- 3.2 Bidder should submit Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees Two Lacs only) electronically online through his/her net-banking enabled bank account.
- 3.3 The tenderer shall submit one copy of the tender document and addenda thereto, if any, with each page of this document signed and stamped to as a proof to confirm the acceptance of entire terms & conditions of the tender by the tenderer.
- 3.4 The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder's letter head to be submitted.

The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as required / or mentioned in tender document are liable to be summarily rejected.

WBHIDCO LIMITED reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.

# 4. EVALUATION

| SI no | Technical Evaluation Criteria  |                             |    | Supporting Documents  |
|-------|--|-----------------------------|----|---|
| 1     | BIDDER'S EXPERIENCE AND CAPABILITY   |                             | 15 |   |
| 1.1   | Years of Existence   | 5 - 7 years                 | 3  |   |
|       | Bidder should be in the business   | 7 - 10 years                | 5  | Certificate of Incorporation  |
|       | for years  | > 10 years                  | 10 |   |
| 1.2   | In-House Capability  Bidder should have in-house capacity of Manpower required for successful execution of the   | 50 - 75 people              | 3  | Declaration by company HR mentioning the total employee strength                                      |
|       | assignment   | > 75 people                 | 5  | - employee strength   |
| 2     | BIDDER'S WORK EXPERIENCE   |                             | 25 |   |
| 2.1   | Bidder should have experience of managing at-least Two (2) similar projects of website design, development and maintenance in last 5 (Five) years either with the State or Central Government / PSUs / Semi Government / Industry Associations; encompassing tasks similar to the scope of work mentioned. | Min 2 projects  More than 2 | 10 | Work-Order / Purchase<br>Order / Completion<br>Letter or Certificate<br>from the Employer /<br>Client |
|       | AND Projects with minimum billing amount of INR 5 Lacs   | projects                    | 20 |   |
| 2.2   | Atleast 2 projects with <b>billing</b> amount of INR 25 Lacs in the last 2 years (FY 2023 – 24, FY 2024 – 25)  |                             | 5  |   |
| 3     | FINANCIAL CAPACITY   |                             | 20 |   |
| 3.1   | Bidder should have average annual turnover in last three (3)   | 35 - 50 Crores              | 5  | Turnover Certificate     duly certified by a  |
| J.⊥   | financial years  | 50 – 75 Crores              | 10 | practicing Chartered<br>Accountant  |

|                 |   | > 75 Crores | 15  | Audited Income     Statements duly     certified by     practicing Chartered     Accountant  Note: UDIN shall be     mandatorily mentioned     on all the documents /     certificates |
|-----------------|---|-------------|-----|--|
| 3.2             | The bidder should have positive net worth as on 31 March 2024.                  |             | 5   |  |
| 4               | APPROACH & METHODOLOGY  |             | 40  |  |
| 4.1             | Bidder to submit the approach and methodology for the execution of the project. |             | 40  | Presentation should include a detailed approach and methodology, including execution plan and proposed technology  |
| TOTAL MAX MARKS |   |             | 100 |  |

# Financial Bid

- i. The Financial offer of only those bidders who qualify with 70% in technical score will be opened for evaluation.
- ii. The highest financial score of 100 will be awarded to the technically qualified bidder who quotes the least percentage amount, and the other qualified bidders will get a proportionately lower score as follows:
- iii. If the financial offer of least percentage bidder is L and that of another higher percentage bidder is N, then the financial score of the higher cost bidder FS will be FS=100x(L/N).

#### Final Selection

The technical score will be given a weightage of 70% and there will be a 30% weightage on the financial score and final selection will be made on the basis of the composite score as follows:

- a. If the Technical score of a bidder out of 100 is T where T>=70, and their Financial Score calculated as above (SI iv under Financial Bid) is FS out of 100, then the final CQCBS score of this bidder will be S=(70% of T)+(30% of FS)
- b. The bidder scoring highest composite score will be the preferred bidder subject to compliance with all other relevant terms and conditions.

# **CHAPTER-4**

# **DATE AND TIME SCHEDULE**

Tender No. 0603/HIDCO/ADMN-4323/2025 Dated 13.03.2025

| SI. No. | Particulars   | Date & Time   |
|---------|---|---|
| 1.      | Publishing date of uploading of N.I.T. & other Documents (online)   | 13-03-2025  |
| 2.      | Documents download start date (On line)   | 13-03-2025 from 18:00 Hrs                                   |
| 3.      | Bid Submission start date & time (On line)  | 18-03-2025 14:00 Hrs  |
| 4.      | Bid Submission closing date & time (On line)  | 28-03-2025 upto 17:00 Hrs                                   |
| 5.      | Bid opening date & time for Technical Proposals (Online)  | 02-04-2025 at 17:00 hrs. or any convenient date thereafter. |
| 6.      | Date time and venue for technical presentation  | To be notified  |
| 7.      | Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any | To be Notified  |
| 8.      | Date for opening of Financial Bid (Online)  | To be Notified  |

#### **CHAPTER-5**

# **INSTRUCTIONS TO BIDDER**

#### 1. LOCAL CONDITIONS

It shall be the responsibility on each tenderer to fully inform / acquaint / familiarized itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.

WBHIDCO shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by WBHIDCO, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on this tender document will be entertained by WBHIDCO.

#### 2. VALIDITY

Quoted rates must be valid for a period of 180 days from the stipulated due date of submission of bid. The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. In case the tenderer(s) withdraws, modifies or changes his offer during the bid validity period, the earnest money deposited by him shall be forfeited without assigning any reason thereof. The tenderer(s) should be ready to extend the validity, if required.

## 3. **Security Deposit**

- Security Deposit should be 10% of the Order Value.
- The Earnest Money deposited by the successful contractor with his tender will be retained by WBHIDCO as part of Security for the due and faithful fulfilment of the contract by the contractor.
   The balance to make up the Security Deposit, may be submitted in a Pay order /Demand draft in favour of WBHIDCO Ltd, payable at Kolkata.

#### 4. PAYMENT TERMS & CONDITIONS:

•Annual Maintenance charges shall be payable on a quarterly basis after successful completion of each quarter.

#### 5. CONTRACT PERIOD:

The agreed price would be applicable throughout the contract period. No hike in price would be admissible; however, if the prices are reduced on any account, benefit of the same should be passed on to WBHIDCO LIMITED.

An Agreement will be required to be executed in duplicate on Non-judicial Stamp paper valued at Rs. 100.00 (Rupees One Hundred) only within 30 days form the issue of the work order.

#### 6. TENDER PREPARATION COST:

The tenderer shall solely bear all costs associated with the preparation and submission of the bid, including the site visit etc. WBHIDCO shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by WBHIDCO

#### 7. Financial Proposal

The financial proposal should contain the following documents in one cover (folder) i.e., Bill of Quantities (BOQ). The contractor is to quote the rate (exclusive of all taxes) online through computer in the space marked for quoting rate in the BOQ.

Only downloaded copies of the above-mentioned documents are to be uploaded virus scanned & Digitally Signed by the contractor.

GST or any other taxes will be extra as applicable.

Financial capacity of a bidder will be judged on the basis of information furnished in CHAPTER - 2.

# 8. Penalty for suppression / distortion of facts:

If any tenderer fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

## 9. Rejection of Bid:

WBHIDCO reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

#### 10. AWARD OF CONTRACT:

After due evaluation of the financial bid(s), WBHIDCO will award the contract to the bidder scoring highest composite score

#### 11. COMMENCEMENT OF CONTRACT:

The Service Provider shall commence the work from the date of receipt of acceptance of the Letter of Acceptance (LOA) / work order which shall be accepted by the Service Provider within not more than 10 days from the receipt of the work order or 15 days from the date of said order whichever is earlier.

#### 12. ARBITRATION:

In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract WBHIDCO and the Service Provider will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by WBHIDCO LIMITED.

The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Kolkata only. The decision of the Arbitrator shall be final and binding on both the parties.

#### 13. JURISDICTION:

The courts at Kolkata alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Kolkata Court shall have jurisdiction in the matter.

#### 14. CLARIFICATION:

The prospective tenderer(s) requiring any clarification regarding the tender document are requested to contact System Manager (IT), WBHIDCO LTD. The Purchase Section will respond in writing to any request for clarification, which is receive not later than the 7 days for last date of submission of the Tender.

At any time prior to the deadline for submission of bids, WBHIDCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.

The amendment will be sent to the prospective tenderer(s). In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, WBHIDCO may, at its discretion extend the deadline for the submission of Tender.

#### 15. Queries:

All prospective bidders are requested to send their queries in email network.manager@wbhidco.in by 17-03-2025.

#### 16. Sub-Contract

The purchaser (WBHIDCO LIMITED) does not recognize the existence of Sub-Contractors. The Contractor's responsibilities are not transferable. All responsibility goes to the main bidder.

## 17. Bankruptcy

If the contractor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, WBHIDCO LIMITED 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 WBHIDCO LIMITED.

## 18. Force Majeure

- The Service Provider shall not be liable for forfeiture of its earnest money, security deposit, liquidated damages, or termination for default, if and to the extent that it's delays 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 or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

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

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

Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure 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

- Constitute a default or breach of the contract.
- Give rise to any claim for damages or additional cost or expense occurred by the delay or non-performance

If, and to the extent, that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

# 19. Insurance Coverage

Appropriate insurance to cover all solution components for the transit period and until the time of its acceptance at the respective site is to be taken by the contractor. As the contractor will carry the risk for the material in his books during transit, the contractor should arrange insurance for the total system as period from the dispatch till Acceptance Test is successfully achieved. Further the contractor is to take all required insurance coverage in respect of all its personnel who shall be working on this engagement.

# Annexure - A

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER. **Ref:** Tender no. 0603/HIDCO/ADMN-4323/2025 Dated 13.03.2025

(on Bidder's letter Head)

| I/We (Tenderer) hereby declare that the firm/ agency namely M/s  |
|--|
| has not been blacklisted or debarred in the past by Union / State Government                             |
| or organization from taking part in Government tenders in India. And we (Tenderer)                       |
| doesn't have any litigation in any of the labour court(s) which will have any material adverse impact of |
| the contract / project with above mentioned tender reference (as per best of our knowledge)              |
|  |
| In case the above information found false I / we are fully aware that the tender/ contract will          |
| be rejected / cancelled by WBHIDCO LIMITED, HIDCO BHABAN, Premises No.35-1111, Biswa Bangla              |
| Sarani, near 3 <sup>rd</sup> Rotary, New Town, Kolkata-700156, and EMD / SD shall be forfeited.          |
|  |
| In addition to the above, WBHIDCO LIMITED will not be responsible to pay the bills for any incomplete    |
| / partially completed work.  |
|  |
| (Head of the organisation/ Regional Head)  |
|  |
| Address  |

# Annexure- B

# **DECLARATION OF ELIGIBILITY CRITERIA**

[Tender No 0603/HIDCO/ADMN-4323/2025 Dated 13.03.2025 (In Bidder's Letter Head)]

| SI.<br>No. | Eligibility Criteria   | Document<br>Submitted | Reference<br>Document<br>Submitted |
|------------|--|-----------------------|------------------------------------|
|            | The bidder must be a company registered under the Companies Act, 1956 of India. Documentary (Certificate of incorporation) evidence to be submitted  | Yes/No                |                                    |
| 2          | The bidder should have their presence in Kolkata with own office. Valid proof should be submitted along with the bid.  | Yes/No                |                                    |
| 3          | The bidder should have valid GST Certificate, P A N & Trade License. Bidder shall have to submit photocopy of the documents.   | Yes/No                |                                    |
| 4          | The Bidder should be a sole proprietorship or a partnership firm under the Partnership Act, 1932 or a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 or a Company registered in India under Indian Companies Act, 1956 or 2013 and should have been operating for the last seven (7) years as on the date of publishing of Tender. | Yes/No                |                                    |
| 5          | The bidder should be an agency having a minimum average annual turnover of Rs. 35 crore in the last three (3) audited financial years - FY 2021 – 22, FY 2022 – 23 and FY 2023 – 24  | Yes/No                |                                    |
|            | The applicant should have successfully managed projects related to website design, development and maintenance for State Government / Central Government / Semi Government / PSU / Other Government Institutions / Industry Chambers in India during the last five (5) years from the date of submission of bid, with project value not less than 5 lacs.                      | Yes/No                |                                    |
|            | At least one (1) project should include work related to website design, development and maintenance for any State Government project of value not less than Rs. 30 Lacs in any of the 2 financial years, i.e., FY 2023 – 24 and FY 2024 – 25.  | Yes/No                |                                    |
|            | The bidder shall commit that the key personnel to be employed for the project has sufficient experience in the similar types of work and that once assigned to the project will not be moved out of it, except for reasons beyond the control of the bidder.   | Yes/No                |                                    |
| 9          | Bidder should submit Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees Two Lacs only) only through online in the e-tender portal  | Yes/No                |                                    |
| 10         | The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26- Dec-2011). Declaration on bidder's letter head to be submitted.                               | Yes/No                |                                    |

Note: All the eligibility criteria as mentioned in the chapter 3 should be fulfilled by the bidder.