

**N.I.e-T No. WBSEPS/DMS/Dept/e-3/17-18/soft ware**

**REQUEST FOR PROPOSAL**

**FOR**

**DEVELOPMENT OF GST COMPLIANCE SOFTWARE APPLICATION SERVICES  
FOR MSME SECTOR OF WEST BENGAL**

**Disclaimer**

The information contained in this Request for Proposal document (the “RFP”/ “Bidding Document”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Department of Industry, Commerce & Enterprises, Govt. of West Bengal (“the Department”) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Department to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their proposal pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Department in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Department, or their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents (including the Financial Bid), may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Department, their employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Process.

The Department also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Department is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Services and the Department reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, online submission of documents, expenses associated with any demonstrations or presentations which may be required by the Department or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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## 1. Introduction

- i. MSME sector in the State particularly micro and small enterprises suffer from knowledge resources and implementation of technology in their business activities particularly in the area of accounting and inventory management, taxation, HR management and E-marketing. It is experienced that out of estimated more than 1,65,000 MSMEs in the State, less than 5% *units* use IT enabled services. Lack of awareness and huge cost involvement are the main reasons that most of the MSMEs particularly micro and small enterprises are completely out of the purview of these services. But, in today's business environment, it is imperative that MSMEs should use IT based services to make them sustainable, compliant and globally competitive.

Keeping in mind the IT based business environment and to encourage the State's MSME to adopt technology in their day to day business, Department of MSME and Textiles, Government of West Bengal has come up with a proposal for providing IT enabled services to MSMEs which will enable them:

- Better compliance on statutory, tax and labour laws in GST regime
  - Competitiveness, when positioned in the national and global markets, enabling them to grow, profit, remain sustainable and increase employment
  - Efficient management of business, hence providing a professional image of the MSMEs
- ii. Introduction of GST will bring a paradigm shift in indirect tax reforms. It is to be levied at all stages from manufacturing to final consumption level with the provision of set off of tax paid at earlier stages, ie. tax is levied only on value addition at each stage. The cumulative tax levied at each stage shall pass on to the final consumer who will bear the total tax. The micro and small enterprises are required to take help of IT system for observing all compliances under GST regime.
  - iii. Stakeholders' consultations have been carried out to identify the IT services required for the MSMEs. Based on the stakeholders consultation, it is determined that the hub will provide web based software applications in the functions of Accounting, Inventory, HR, CRM, and eMarketing. It will be in vernacular language and shall be available from a centralised platform; such that MSMEs can adopt the same, see the benefits of the same and make it part of their business. Therefore the services will be accessible to the MSMEs on the web. The services will be hosted in the State Data Centre or alternatively in the State Cloud infrastructure. The services will be available to Udyog Aadhar registered State MSMEs.
  - iv. Once a MSME entrepreneur registers for availing the services, online training will be provided on how to operate the solutions. On completion of the training they will be provided the accessibility to start using the solution on their own. Users don't have to bear any fees for availing of the services.
  - v. Adoption of software application system in business functions will make the MSMEs sustainable, compliant and competitive. Over 100,000 MSMEs are expected to be benefited from the services. The MSME IT hub is first-ever initiative by any state government in India and is a big boost to MSME sector in the State.
  - vi. West Bengal State Export Promotion Society ("WBSEPS") on behalf of the Department of IC&E, Govt. of West Bengal ("the Department") proposes to engage a software development firm ("the Consultant/ Agency") with appropriate experience and qualified & experienced team for development of the web based platform for providing software applications services in select business functions ("the Services").

## 2. Scope of Services

### i. Development of software applications for business functions described below in following phases:

- a. Pilot development- this includes conducting stakeholders consultations to obtain feedback and finalize the features of the system software and the functionality. At least three such consultations should be carried out in consultation with the Department. At this stage the consultant shall be responsible for temporary hosting and testing the software application system in the server/cloud arranged by them. The cost for temporary hosting shall be reimbursed to the consultant at actual.
- b. Final development, testing, installation, hosting, certification, training and commissioning

### ii. Descriptions of the functions to be developed:

- a. **Accounting & Inventory Management** – This will provide accounting and inventory management for proper accounts and stock keeping. This will enable them to understand the state of business, take corrective measures and hence improve their business. It will also allow them pay their taxes and remain compliant under GST regime.
- b. **Catalogue, E-Commerce & Marketplace** – This will allow businesses to provide their product / service catalogues to their prospective buyers. They can opt for online payment gateway and have e-commerce facility. Online marketing will provide an opportunity to MSMEs expose their business to the national and international market.
- c. **Customer Relationship Management System**– CRM software will enable the MSME business to stay in touch with their clients on a regular basis to sell more and grow their business.
- d. **HR & Payroll System** – This software will allow them to maintain employee records, calculate and pay their statutory obligations (i.e. ESI, EPF, P.Tax, etc.).

### iii. Training

The Consultant/Agency shall provide learning material/ tutorials, etc for online training to willing entrepreneurs on how to operate the solutions. On completion of the training they will be provided the accessibility to start using the solution on their own.

### iv. Resource Materials & User Manual

The Consultant/Agency shall prepare course content and resource material for operation of the software application system. The Consultant/Agency shall also prepare User Manuals for the individual business functions applications.

### v. Hosting

The final software application services shall be hosted in State Data Centre(SDC). For this purpose, if applicable, the consultant shall be responsible for migrating the pilot system in the SDC. The following infrastructures are available for hosting the services:

- a. 5 blade servers in State data Centre are available for the Department (3 servers with 2procX 6 core, 48 GB RAM, 2X300 GB HDD & 2 servers with 4 Proc X 12 core, 128 GB RAM, 2X146 GB HDD).
- b. Alternatively, the services can also be hosted on State Cloud (<http://wbcloud.gov.in>).

### vi. Operation & Maintenance (O&M)

The Consultant shall mandatorily operate and maintain the Final Application System for 3 years after successful implementation of the system. For this, the Consultant shall be

paid AMC fee of 3% of the quoted fee of Final Application System each year. Renewal shall be done at the end of each year subject to satisfactory performance. Any other expenses towards renewal of web portal, expenses related to travel outside Kolkata etc. if required shall be paid at actual.

### 3. Role of the Department

- i. The Department shall facilitate and do necessary interdepartmental coordination for hosting the services in the State Data Centre or State Cloud.
- ii. Shall provide logistic support for stakeholders' consultations for fine tuning the system software requirements and its functionalities.
- iii. Shall provide Single Point of Contact (SPOC) for necessary guidance during development of the system software
- iv. Shall provide logistic support required for online training and O&M.

### 4. Pre – Qualification / Eligibility Criteria

- 4.1 The consultants that fulfil the following pre-qualification criteria should be considered eligible. Failure to comply with pre-qualification criteria shall render the consultant's ineligible. The Technical and Financial proposal of in-eligible consultants shall not be considered and shall be returned unopened
- 4.2 Applicant can be a registered company under the Companies Act / LLP/consulting firm/agency which has been in operation for three (3) continuous preceding years with focus on development and implementation of similar work/Services in the country
- 4.3 Consortium shall not be allowed
- 4.4 Should have average annual turnover of at least Rs 3 Crore in the last three preceding financial years 2015-16, 2014-15, 2013-14 (supported by duly audited balance sheets)
- 4.5 Should not have been debarred or blacklisted by any Central/State Government or Governmental Agency for non – delivery or premature withdrawal or deviation/violation from contractual engagements

### 5. Criteria for Technical Evaluation

Only bidders meeting the above mentioned Pre – Qualification /Eligibility criteria shall be considered for technical evaluation. The selection of Consultant shall be based on the following Technical criteria:

Sl. No.	Evaluation parameter	Marks	Details
1	Empanelment with any Govt. IT Organization. For Example: NIC, NeGD	10	
2	Having ISO 9001:2008 Certified full-fledged Development Centre at Kolkata with required qualified HR for the assignment	10	
3	Company Profile with Resource CVs	10	
4	Engaged in developing Online ICT Solution/ Web based Automation Solution during the last 5 years as on the date of bid submission for Companies/ PSU/ Government Organizations/Private Organizations	20	20 marks for three Client with relevant experience (Proof of work in terms of Work Order/Letter of Intent/Completion Certificate/Client Testimonials)  15 marks for two Client

			with relevant experience (Proof of work in terms of Work Order/Letter of Intent/Completion Certificate/Client Testimonials)  10 marks for one Client with relevant experience (Proof of work in terms of Work Order/Letter of Intent/Completion Certificate/Client Testimonials)
5	A write up note more than 3 pages on Services understanding/concept/road map/methodology etc	40	
6	Description of software application for proposed solution	10	
	<b>Total</b>	<b>100</b>	

## 6. Details of the Bidding Process

### 6.1 Evaluation Process

The Department intends to follow two-stage selection process in evaluating the proposals received. In the First stage, technical evaluation will be carried out of those proposals that fulfil the pre-qualification/ eligibility criteria. Technical proposals will be evaluated on the basis of criteria given herein below. Only those applicants whose technical proposals score 60 marks or more out of 100 marks shall qualify for further consideration. In the Second stage, financial evaluation will be carried out. Proposals will then finally be ranked according to their combined technical and financial scores. 80% weightage shall be given to technical proposal and 20% shall be given to financial proposal. The first ranked Consultant shall be selected while the second ranked will be kept in reserve.

- i. **Evaluation of Technical Proposal:** Technical Proposals will be evaluated on the basis of parameters given under Section 5. 80% weightage shall be given to technical proposal and 20% shall be given to financial proposal. Only those applicants whose technical proposals score 60 marks or more out of 100 marks shall qualify for further consideration
- ii. **Evaluation of Financial Proposal:** Financial Evaluation will be carried out and each financial proposal will be assigned a Financial Score (FS). The Evaluation Committee will determine whether the Financial Proposal are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the team to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 * FM/F \text{ (F = amount of Financial Proposal)}$$

- iii. **Combined Technical and Financial Evaluation:** Proposals will finally be ranked accordingly to their combined technical (ST) and financial (SF) score as follows:

$$S = ST *Tw + SF*Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposals and Financial Proposals that shall be 0.80 and 0.20 respectively. The selected firm shall be the first ranked consulting agency (having the highest combined score). The second ranked consulting agency shall be kept in reserve in case the first ranked firm withdraws, or fails to comply with the requirements as the case may be.

## **6.2 Submission of Technical and Financial Bid**

Bidders will be required to submit their technical and financial offers (“the Bids”) online at <http://wbtenders.gov.in> in respect of the Services, in accordance with the RFP and other documents (Bidding Documents). The bid submitted shall be valid for a period of not less than 180 days from the date of submission of the bid. The Department retains the right that in exceptional circumstances at its own discretion, it may ask the applicants to extend the validity of their application for a specified period. The Applicant not submitting the letter of extension of the validity period at that time shall not be further considered

## **6.3 Cost associated with preparation of Bid**

The Bidder shall bear all costs associated with the preparation and submission of its Application. The Department or Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the pre-qualification process

## **6.4 Examination of the Services**

Bidders are invited to examine the Services in greater details, and to carry out, at their cost such studies as may be required for submitting their respective proposals for award of the Contract including implementation of the Services

## **6.5 Opening of Technical and Financial Proposal**

The Technical and Financial Capacity of the Bidder will be evaluated as per the criteria mentioned in Section 4 and 5 and all the Bidders meeting the criteria shall be qualified for the purpose of opening their Financial Proposal

## **6.6 Queries by the Bidder**

Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and email to the following officer:

Special Secretary

Address: Department of Industry, Commerce & Enterprises  
Hemanta Bhavan, 4th Floor, 12 B.B.D. Bag (East), Kolkata: 700001

Phone No.: 033 – 2214 1448

Fax No.: 033 – 2214 1602

E-Mail: [msme@wb.gov.in](mailto:msme@wb.gov.in) or [wbseps@gmail.com](mailto:wbseps@gmail.com)

The envelopes / communication shall clearly bear the following identification:

**“Queries/Requests for additional information:** RFP for the selection of Consultant for  
“DEVELOPMENT OF GST COMPLIANCE SOFTWARE APPLICATION SERVICES FOR MSME  
SECTOR OF WEST BENGAL”

### 6.7 Additional Information by the Department

The Department or Client shall at any point of time call for additional information which they may require for evaluation of the Bid. The Bidder shall provide such information in a timely manner during which the Department may take decision based on the information provided

### 6.8 Schedule of Bidding Process

The Department shall endeavor to adhere to the following date and time Schedule

SI No	Particulars	Date/Time
1	Date of issue of advertisement	10/06/2017 (T)
2	Bid Document Download Start Date	10/06/2017
3	Last Date for receiving queries	16/06/2017
4	Pre-bid meeting	To be intimated, if any
5	Bid Submission Due Date (Online)	24/06/2017 , 4:00 PM
6	Opening of Technical Proposal	27/06/2017 at 4:00 PM
7	Date for uploading list of technically qualified bidders	28/06/2017
8	Opening of Financial Proposal	28/06/2017
9	Issue of Letter of Award	29/06/2017

**6.8.1** If due to any exigency, the due date for opening of the bids is declared a closed holiday or any other reason, the bids will be opened on the next working day at the same time or on any other day, as intimated. The bidders may depute their representatives, duly authorized in writing, to attend the opening of the bids on the due date and time.

### 6.9 Amendment of RFP

- i. At any time prior to the Bid Submission Due Date, the Department may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/ Corrigenda
- ii. Any Addendum/ Corrigendum issued hereunder will be uploaded on <https://wbtenders.gov.in>
- iii. In order to afford the Bidders a reasonable time for taking an Addendum/ Corrigendum into account, or for any other reason, the Department may, in its sole discretion, extend the Bid Submission Due Date.

## 7. Instruction to Bidders

### 7.1 General Terms of Bidding

- i. No Bidder shall submit more than one Bid for the Services
- ii. The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Services before submitting their Bids. Nothing contained in the Bidding Documents shall confer any right on the Bidders, and neither the Department nor their officers / employees / staffs shall have any liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents
- iii. The Financial Bid should be furnished in the format at Appendix-VI and signed by the Bidder's authorized signatory
- iv. The Bidder should submit a Power of Attorney as per the format at Appendix-V, authorizing the signatory of the Bid to represent the Bidder in the Bid Process
- v. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid
- vi. The documents including this RFP and all attached documents, provided by the Department are and shall remain or would become the property of the Department and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid
- vii. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, a Bidder shall be deemed to have a conflict of interest affecting the Bidding process if:
  - a) The selected applicant have a business or family relationship with members of the Department or its staff who are directly or indirectly involved in the Services will not considered for appointment as consultant.
  - b) The selected applicant shall not engage in activities that conflicts with the interest of the client under the contract.
  - c) The selected applicant shall not engage in any assignment that would be in conflict of interest with their current obligations to the same or other clients
- viii. Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Department in relation to the Services is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Services during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder, after issue of the LOA or execution of the Agreement for matters related or incidental to the Services, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of the Department, the LOA or the Agreement shall be liable to be terminated without the Department being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Services. Nor will this

disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Services.

ix. This RFP is not transferable

## 7.2 Verification and Disqualification

- i. The Department reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bidding Documents and the Bidder shall, when so required by the Department, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Department shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Department there under.
- ii. The Department reserves the right to reject any Bid if:
  - a) At any time, a material misrepresentation is made or uncovered, or
  - b) The Bidder does not provide, within the time specified by the Department, the supplemental information sought by the Department for evaluation of the Bid.
  - c) The Bidder has been disqualified/restricted from Bidding by any of the Departments/Agencies of Government of India or the Government of any state in India
- iii. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Department, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed either by issue of the LOA or entering into the Agreement and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Department to the Selected Bidder, as the case may be, without the Department being liable in any manner whatsoever to the Selected Bidder.

## 8. Documents

**Technical Bid:** It shall contain the followings

- Letter Comprising the Bid (Appendix I)
- Details of the Applicant (Appendix II)
- Technical Capacity of the Applicant (Appendix III)
- Financial Capacity of the Applicant (Appendix IV)
- Curriculum Vitae (CVs) (Appendix VI)

**Financial Bid:**

- Financial Proposal Format (Appendix V)
- No conditional proposals will be accepted.
- In case of discrepancy in figures & words, rate quoted in words will be accepted.
- This cost is inclusive of professional fee, travel, and boarding and lodging, communication and other expenses.
- The Financial Proposal shall be inclusive of all taxes and duties. However, all applicable taxes and duties have to be mentioned separately as per statutory norms.

**Note:** Bidders are required to fill up all the documents provided under Technical and Financial Cover.

## 9. Preparation and Submission of Application

### 9.1 Format and Scanning of Bid Documents

- i. The Bidder shall provide all the information sought under this RFP. The Department will evaluate only those Bids that are received in the required formats and are complete in all respects. No conditional/incomplete bid will be accepted under any circumstances
- ii. The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder wherever indicated. All documents required for submission have to be scanned (black & white) and uploaded as PDF files. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid

### 9.2 Process of Submission of Bids

The Bidder shall submit Technical and Financial Proposals online under two separate covers/ folders before the prescribed date and time as mentioned in this document using the Digital Signature Certificate (DSC), the documents are to be uploaded and digitally signed. The documents will get encrypted (transformed into non-readable formats)

- i. The Technical Cover shall contain scanned copies of the following documents:
  - a) Copy of the RFP Document
  - b) Application in the prescribed format (Appendix-I, II, III, IV)
  - c) Curriculum Vitae (Appendix – VI)
- ii. The Financial Cover shall contain the Financial Bid in the format specified at Appendix-V. Bidders must fill up the same in the prescribed format ONLY. No other formats will be entertained and will be rejected instead.
- iii. Other Documents to be submitted by the Bidder will include the following:
  - a) Audited Balance Sheets for last three financial years (2015-16, 2014-15, 2013-14)
  - b) Copy of PAN Card
  - c) Copy of Certificate of Incorporation
  - d) Curriculum Vitae (CVs) of the Proposed Team (Appendix VI)
  - e) Certified Turnover Certificate in support of Appendix IV
  - f) Additional Documents (If required, over and above the documents listed above)  
Please note, a maximum limit of 25MB is available for uploading all other documents
- iv. The Bidder shall prepare and submit the Technical and Financial Proposal online at <https://wbtenders.gov.in>. Proposals submitted by any other means will be rejected
- v. The following set of instructions/guidelines for electronic submission of bids are being provided to assist bidders interested in participating in e-tendering:
  - a) Registration of Bidder - Any bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-procurement system by logging on to <https://wbtenders.gov.in>.

- b) Access to Bid Documents - The bidders can search and download Bid Document and other documents electronically from computer once he/she logs on to the website using the Digital Signature Certificate. This is the only mode of collection of Bid Documents
- c) Submission of Proposals - Proposals are to be submitted online to the website (<https://wbtenders.gov.in>) before the prescribed date and time using the Digital Signature Certificate (DSC).
- vi. Bids delivered by hand, post, fax, telex, telegram or email shall not be entertained and shall be rejected
- vii. All Bid documents in original shall have to be produced later as and when called for by the Department

#### 10. Deliverables, Time Schedule and Terms of Payment

- i. **Pilot application system development:** Pilot application development shall be completed in 2 weeks and payment shall be linked to the following milestone:

Sl.No	Milestone	Fee Payable quoted for pilot development
1	Mobilization advance	10% of quoted fee
2	Stakeholders consultations for finalization of system software and its functionality	30% of quoted Fee
2	Development, temporary hosting and testing of the software application system in the server/ cloud arranged by the consultant	60% of quoted Fee

- ii. **Final application system development:** Final software application system development, hosting, testing, commissioning & training fee shall be completed in 3 months thereafter and payment shall be linked to the following milestones:

Sl.No	Milestone	Fee Payable quoted for final development
1	Mobilization advance	10% of quoted Fee
2	Development and migration /hosting of the software application system in the State Data Centre server/ cloud	20% of quoted Fee
3	Successful testing, training, certification, installation and commissioning	40% of quoted Fee
4	On submission of user manual	30% of quoted Fee

- iii. **O&M:** The O&M of the Final Application System shall be carried out for 3 years after successful implementation. AMC fee (3% of the quoted fee of Final Application System each year) shall be paid on yearly basis.

#### **11. Bid Submission Due Date**

- i. Bids should be submitted online at <https://wbtenders.gov.in> on the Bid Submission Due date in the manner and form as detailed in this RFP
- ii. The Department may, in its sole discretion, extend the Bid Submission Due Date by issuing an Addendum uniformly for all Bidders

#### **12. Late Bids**

Bids received by the Department after the specified time on the Bid Submission Due Date shall not be eligible for consideration and shall be summarily rejected

#### **13. Modification / Substitution / Withdrawal of Bids**

Bidders may modify, substitute or withdraw its Bid after submission and prior to Bid Submission Due Date

#### **14. Rejection of Bids**

- i. Notwithstanding anything contained in this RFP, the Department reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Department rejects or annuls all the Bids, it may, in its discretion, issue a fresh RFP and invite all eligible Bidders to submit fresh Bids there under.
- ii. The Department reserves the right not to proceed with the Bidding Process or to modify the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons

#### **15. Validity of Bids**

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Submission Due Date. The validity of Bids may be extended by mutual consent of the Bidders and the Department

#### **16. Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Department in relation to or matters arising out of, or concerning the Bidding Process. The Department will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Department may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Department or as may be required by law or in connection with any legal process.

#### **17. Correspondence with the Bidder**

Save and except as provided in this RFP, the Department shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## 18. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, in the LOA, the Agreement, the Department may reject a Bid, withdraw the LOA, or terminate the Agreement, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

Without prejudice to the rights of the Department under Clause mentioned hereinabove and the rights and remedies which the Department may have under the LOA or the Agreement, or otherwise, if a Bidder is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Department during a period of 2 (two) years from the date such Bidder is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;
- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“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 Bidding Process.

## **19. Miscellaneous**

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Documents and/or the Bidding Process.

The Department, in its sole discretion and without incurring any obligation or liability or assigning any reason, reserves the right, at any time, to:

- a) suspend, withdraw and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/or evidence submitted to the Department by, on behalf of, and/or in relation to any Bidder;
- d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Department, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waive any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

## Appendix – I

### Letter Comprising the Application (To be forwarded on the letterhead of the Applicant)

Dated:

To  
The Special Secretary,  
Department of Industry, Commerce & Enterprises  
Hemanta Bhavan, 4<sup>th</sup> Floor,  
12 B.B.D. Bag (East),  
Kolkata - 700001

Sub: Application for “**DEVELOPMENT OF GST COMPLIANCE SOFTWARE APPLICATION SERVICES FOR MSME SECTOR OF WEST BENGAL**”

Dear Sir,

With reference to your RFP dated ..... we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Services. The Bid is unconditional and unqualified.

1. We acknowledge that the Department will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Consultant/Agency for the aforesaid Services and I/we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. The Bid is being submitted and submissions in this letter are being made for the express purpose of our selection as Consultant for the aforesaid Services.
3. We shall make available to the Department any additional information it may find necessary or require to supplement or authenticate the submissions.
4. I/We acknowledge the right of the Department to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
5. We declare that:
  - a) We have examined and have no reservations to the RFP, including any addendum issued by the Department;
  - b) We do not have any Conflict of Interest
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 18 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Department or any other public sector enterprise or any Government, Central or State;
  - d) We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Section 18 of the RFP, no person acting for me/ us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
6. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders

7. We believe that I/we and meet(s) all the requirements as specified in the RFP and are/is qualified to submit a Bid.
8. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Services or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Government Instrumentality or convicted by a court of law.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO/Partners or any of our directors/managers/employees.
11. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Department of the same immediately.
12. We agree and undertake to abide by all the terms and conditions of the RFP.
13. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the Services is not awarded to us or our Bid is not opened or rejected.
14. We hereby submit our Bid for undertaking the aforesaid Services in accordance with the Bidding Documents

Yours faithfully,

Date:

Signature of the Authorized Signatory  
Name and designation of the Authorized Signatory  
Name and Seal of the Applicant

## Appendix – II

### Details of Applicant

1. Applicant details
  - a) Name:
  - b) Country of incorporation:
  - c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - d) Date of incorporation and/ or commencement of business:
2. Brief description of the Applicant including details of its main lines of business and proposed role and responsibilities in this Services:
3. Details of individual(s) who will serve as the point of contact/ communication for the Applicant:
  - a) Name:
  - b) Designation:
  - c) Company:
  - d) Address:
  - e) Telephone Number:
  - f) E-Mail Address:
  - g) Fax Number:
4. Particulars of the Authorized Signatory of the Applicant:
  - a) Name:
  - b) Designation:
  - c) Address:
  - d) Phone Number:
  - e) Fax Number:

#### Name of Applicant:

Sl.No	Criteria	Yes	No
1	Has the Applicant been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any Services?		
2	If the answer to 1 is yes, does the bar subsist as on the date of Application		

**Appendix – III**

**Technical Capacity of the Applicant**

<b>Sl.</b>	<b>Services</b>	<b>Name of the Services</b>	<b>Name of the client</b>	<b>Details of the Services including cost</b>	<b>Year of start &amp; completion of the Services</b>	<b>Proof of award of work</b>
1	Engaged in developing Online ICT Solution/ Web based Automation Solution during the last 5 years as on the date of bid submission for Companies/PSU/Government Organizations/Private Organizations					

The Applicants are required to provide necessary supporting documents like /work order /agreements/Grant Release documents etc.

**Appendix – IV**

**Financial Capacity of the Applicant**

<b>Sl.No</b>	<b>Particulars</b>	<b>2013 – 14</b>	<b>2014 – 15</b>	<b>2015 – 2016 or latest</b>
1	Average Annual Turnover of the Applicant			

Attach copy of Certified (Chartered Accountant) Turnover over Certificate indicating Financial Data for the above-mentioned years

**Appendix – V**

**Format of Financial Proposal**

**(Rate to be uploaded in the Financial Cover only)**

To  
The Special Secretary,  
Department of Industry, Commerce & Enterprises  
Hemanta Bhavan, 4<sup>th</sup> Floor,  
12 B.B.D. Bag (East),  
Kolkata - 700001

**Re:** Financial Quote for “DEVELOPMENT OF GST COMPLIANCE SOFTWARE APPLICATION SERVICES FOR MSME SECTOR OF WEST BENGAL”.

<b>Sl. No</b>	<b>Item description</b>	<b>Unit</b>	<b>Rate</b>	<b>Amount in Rs</b>
1	Development of pilot system application, temporary hosting and testing the system in the server/cloud arranged by the consultant	1	LS	
2	Development of final software application system, hosting in SDC, testing, certification, training, installation and commissioning	1	LS	
	<b>Sub-Total</b>		-	
	Taxes and duties		-	
	<b>Total</b>		-	

**Total Amount in words: Rupees**

**Date:**

**Signature of the Applicant / Authorized Representative**

**Seal / Stamp of the Firm**

## Appendix – VI

### Format of Curriculum Vitae

1. Name of the Staff
2. Designation
3. Name and address of the firm presently employed, if any
4. Years with the firm
5. Position in the Proposed Services (describe degree of responsibility also)
6. Qualifications (Technical and General)
7. Experience (Relevant in the context of assignment)
9. Employment Record (starting with present position, all previous assignments may be covered)
  - Name of the Firm
  - Position Held
  - Years of Employment
10. Integrity

Date: Signature of the Applicant / Authorized Representative

Seal / Stamp of the Firm