

West Bengal
Industrial Infrastructure Development Corporation
DJ-10, Sector II, Saltlake City, Kolkata 700 091



No. Infra/Gen/1L-1-HO-2/2017/1536

Date: 30.12.2020

Notice Inviting Quotation No: **IIDC /D & P/04/2020-21**
of Executive Engineer(Civil), Design & Planning Division, WBIIDC

West Bengal Industrial Infrastructure Development Corporation (WBIIDC) was established in the year 1974 by an act of the State Government and is engaged in development of physical as well as social infrastructure for the cause of growth of industrial and economic development in the state of West Bengal. The Corporation has got Division Office establishments in different districts of the State and it's headquarter is situated in Saltlake, Kolkata. In course of its operation, WBIIDC has established 18(eighteen) Industrial Growth Centers equipped with supporting infrastructure viz. developed Lands / sheds, power, water, access roads, drainage facilities, residential accommodation etc.

To comply with EoDB and self-requirements of incorporating within the existing web address of WBIIDC, various information, notifications, links, tables, paragraphs, images, forms to capture databases and production of MIS report based on captured data, marque and other webpage elements as relevant, the work of *“Regular updating of website of WBIIDC to comply with the periodic requirements of EoDB-Business Reform Action Plan of the Department for Promotion of Industry and Internal Trade (DPIIT) as well as for self-requirements of WBIIDC up to end of December, 2021”* has been planned to be executed through expert developer.

Sealed quotation of rates as per schedule in annexure II are invited by the Executive Engineer (Civil), Design & Planning Division, WBIIDC for the following works under WBIIDC from the bonafide, reputed, reliable experienced and resourceful Application / web Developer having Proven Professional Expertise and in their credit, experience of successful completion of similar nature of job etc. under Government Departments and/or other Statutory Bodies or Public Sector Undertakings during 2019-20, of similar nature of job.

Sl.No	Description of Works	Earnest Money	a) Time of completion. b) Last date of receipt of Quotation.
1.	<i>Regular updating of website of WBIIDC to comply with the periodic requirements of EoDB-Business Reform Action Plan of the Department for Promotion of Industry and Internal Trade (DPIIT) as well as for self-requirements of WBIIDC up to end of December, 2021.</i>	₹ 5,000.00	a) up to 31.12.2021 b) 06.01.2021

Application Procedure

Intending quotationers shall have to submit to the Executive Engineer (Civil), Design & Planning Division, WBIIDC at above address photo copies (self-attested with company stamp & date) of credentials regarding satisfactory completion of similar nature of work as mentioned above, along with valid Professional Tax Deposit Challan, PAN Card, Latest I.T. Return Details, GST Registration Certificate, Completion Certificate etc., during submission of the quotations in their official letter heads.

All the photocopies will be verified from originals at the time of opening the quotations. Quotations submitted will be treated as cancelled and the applicant will not be entertained for the participation in the process if the originals are not produced for verification.

Quotation Submission & Opening

The completed quotation papers along with earnest money will be received at above address up to 15.00 hrs. (I.S.T.) till 06.01.2021 and will be opened at 15.30 hrs. (I.S.T.) on the same day in presence of the intending quotationers or their authorized representative. The earnest money deposit (EMD) of successful quotationer will be retained as security deposit while the EMD for unsuccessful quotationers will be refunded on issue of work order.

Validity of Offer

Bids shall remain valid for a period not less than 120 (One hundred twenty) days after the date of opening of the Quotation. Bid valid for a shorter period shall be rejected as non-responsive. If the bidder withdraws the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

Bidding Requirements

- a) If any bidder does not quote any rate against any particular item, it will be considered that the bidder is bound to execute the work up to stipulated quantity free of cost i.e. no amount will be claimed against that item for execution up to stipulated quantity mention in the BOQ.
- b) A bidder is not permitted to participate, if he has been debarred or penalized for any reasons out of work, by any Government department. During the bidding process if it is found that the firm has been debarred or penalized by any Govt. Department, the bid will be rejected outright. An affidavit in the prescribed format (mentioned in annexure) is to be produced in this respect.
- c) Joint venture establishments will not be allowed to participate in the above NIQ. A prospective bidder shall be allowed to participate in a single job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job.
- d) GST @ 18% will be paid as mentioned in schedule of work. All other Taxes and charges relevant to the work are inclusive in the rate. Bidders should take note of the matter during quoting the rates.

Scope of Work

The work of “Regular updating of website of WBIIDC to comply with the periodic requirements of EoDB-Business Reform Action Plan of the Department for Promotion of Industry and Internal Trade (DPIIT) as well as for self-requirements of WBIIDC up to end of December, 2021” has been planned to be executed to comply with EoDB and self-requirements of incorporating within the existing web address of WBIIDC, various information, notifications, links, tables, paragraphs, images, forms to capture databases and production of MIS report based on captured data, marque and other webpage elements as relevant.

The developer will maintain close liaison with the office of the Executive Engineer, Design & Planning Division of WBIIDC and execute the updating work on time bound basis.

Billing Process

The Application Developer will submit to the Executive Engineer (Civil), Design & Planning, WBIIDC bills in triplicate based on accepted rates, on completion against each portion of the work finalized and completed in all respect fulfilling the requirements of the requiring body incorporating all relevant information / notifications / link / tables / paragraphs / images etc., as desired giving the details of fees, for effecting payment. Tax Invoices(s) needs to be issued by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provisions of GST Act, 2017.

Ownership of Development

The Developer agrees that the development of the Application(As detailed in Quotation Document) is "work for hire" within the meaning of the Copyright Act of 1976, as amended from time to time, and that the application shall be the sole property of WBIIDC. Developer hereby assigns to WBIIDC, without further compensation, all of its right, title and interest in and to the Software and any and all related patents, patent applications, copyrights, copyright applications, trademarks and trade names in INDIA and elsewhere. Developer will keep and maintain adequate and current written records with respect to the Software (in the form of notes, sketches, drawings and as may otherwise be specified by WBIIDC), which records shall be available to and remain the sole property of WBIIDC at all times. All versions of the Software shall contain WBIIDC's conspicuous notice of copyright. Developer will assist WBIIDC in obtaining and enforcing patent, copyright and other forms of legal protection for the Software in any country. Upon request, Developer will sign all applications, assignments, instruments and papers and perform all acts necessary or desired by WBIIDC to assign the Software fully and completely to WBIIDC and to enable WBIIDC, its successors, assigns and nominees, to secure and enjoy the full and exclusive benefits and advantages of this work. The developer shall not without permission of WBIIDC, will pass on the developed software or its content to any person.

Intellectual Property Rights and License

All materials, including, but not limited to, software, programs, source code and object code, comments to the source or object code, specifications, documents, abstracts and summaries thereof (collectively, the “Products”) developed by Developer in connection with the provision of the Services to WBIIDC, or jointly by WBIIDC and Developer, or by Developer pursuant to specifications or instructions provided by WBIIDC, shall belong exclusively to WBIIDC. Developer acknowledges that the Products shall be deemed “works made for hire” by Developer for WBIIDC, and, therefore, shall be the exclusive property of WBIIDC. To the extent the Products are not deemed “works made for hire” under applicable law, Developer hereby irrevocably assigns and transfers to WBIIDC all right, title and interest in and to the Products, including, without limitation, all patent and copyright interests, and agrees to execute all documents reasonably requested by WBIIDC for the purpose of applying for and obtaining domestic patent and copyright registrations.

Penalty Clause:

- i. If the Application Developer fails to deliver any or all the services covered under the scope of work by the contract, the Corporation reserve the right in addition to the legal remedies to cancel the contract as a whole or any portion thereof and hold the supplier liable for all the damages, sustained by virtue of said cancellation and failing to perform the contract.
- ii. In the event of Corporation exercising its right to cancel the contract or any portion thereof as stated in the proceeding clause, the Corporation shall be entitled to obtain the remaining services as offered by the supplier, In such an event, the Corporation shall be entitled to recover from the supplier the amount which the Corporation may have to incur over the above price which was payable to the supplier.

Force majeure:-

- I. Notwithstanding the provisions of Clauses i & ii, the Developer shall not be liable for forfeiture of amount towards liquidated damages/penalty or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure.
- II. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Developer and not involving the Developer’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes
- III. If a Force Majeure situation arises, the Developer shall promptly notify the Corporation in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchases in writing, the Developer shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Recovery of Income Tax and other Taxes:

Income tax & other taxes as admissible will be deducted from each bill as per Government Rules.

Rejection & Acceptance of Quotation

The Executive Engineer (Civil), Design & Planning Division, WBIIDC reserves the right to reject / accept the Quotation in whole or part thereof without assigning any reason whatsoever. If any date mentioned above happens to be holiday, the next working day will be considered as the stipulated date. In no circumstances, the quoted rates will be altered after acceptance of the Quotation.

Effect of any breach of conditions of contract

In such event, security deposit of the developer will be forfeited.

Earnest Money Deposit (EMD)

The Developer shall deposit EMD as mentioned in the notice in the form of Demand Draft drawn on any Nationalized Bank in favour of “WEST BENGAL INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION” payable at KOLKATA. No interest shall be paid on any account against EMD. EMD of all unsuccessful Tenderers shall be returned after award of work to the successful bidder on request by the Tenderers.

Security Deposit

The EMD of the successful tenderer will be retained with WBIIDC as Security Deposit.

Refund of Security Deposit

Security Deposit amount will be refunded on successful completion of work and termination of the contract.

Agreement for the Work

The successful Application Developer will have to execute an agreement with WBIIDC on Rs.100/- stamp paper (non-judicial). Format of agreement is placed at Annexure - VI. The conditions of the agreement shall be binding on the Developer. All communications and documents relating the Quotation will become part of agreement.

Contract Period

The contract shall be for one year i.e. up to 31.12.2021, unless otherwise specified. However the Corporation reserves the right to extend the contract period by 1 year beyond the period, on the same rates and terms & conditions subjected to satisfactory performance.

Debarment of Developer participating for works under WBIIDC

Penal measures of suspension and debarment will be imposed upon the Application Developer s who are participating in the Quotation process as well as selected for execution of Corporation's work for their false declaration of forgery or falsification of records submitted or failure to execute committed contract or for their failure to perform contractual obligations and thereby resulting delay in execution of the public works or execution of faulty works. Action will be taken as per Memorandum No.547-W(C)/1M-387/15 dt.16.11.2015 of the Joint Secretary to the Govt. of west Bengal, Public Works Department.

Dispute Settlement

In the event of any dispute or differences arising under the terms of this agreement, the same shall be settled by mutual discussion and negotiation. Only when such procedure fails, such matter shall be settled through a reference to arbitration by a sole arbitrator to be appointed under the provisions of Arbitration and Conciliation Act, 1996. In case of any dispute between the agency and Corporation (WBIIDC), the Corporation shall have the right to decide. However all matters of jurisdiction shall be at the local court located at West Bengal only.

Obligation to the Application Developer

- a. The Application Developer shall ensure full compliance with Tax Laws of India with regard to this contract and shall be solely responsible for the same.
- b. The Application Developer shall submit copies of acknowledgement substantiating ceiling of return every year and shall keep the Quotation Inviting Authority fully indemnified against liability of Tax, Interest, Penalty etc., of the Application Developer in respect thereof, which may arise.
- c. The Application Developer shall also comply with all applicable statutory liability.

Executive Engineer (Civil)
Design & Planning Division

ANNEXURE I

Covering Letter Submitting Quotation over Printed Letter Head

(To be kept within main envelope along with Quotation Document)

To

**The Executive Engineer (Civil), Design &
Planning Division WBIIDC, DJ-10, Sector
II, Saltlake City, Kolkata 700 091**

Subject: Submission of Quotation for “*Regular updating of website of WBIIDC to comply with the periodic requirements of EoDB-Business Reform Action Plan of the Department for Promotion of Industry and Internal Trade (DPIIT) as well as for self-requirements of WBIIDC up to end of December, 2021*”.

Reference: N.I.Q.No. IIDC/D&P/04/2020-21

Sir,

I/We am/are submitting our Quotation in sealed envelopes for the above work. All the statements made in this Quotation are true and I/we accept that any misinterpretation contained in it may lead to our disqualification.

I/We also understand that you are not bound to accept any Quotation you have received.

We remain,

Yours Sincerely

Signature of Authorized Signatory

ANNEXURE II
Quotation for the Application Development Work

Schedule of Work for “Regular updating of website of WBIIDC to comply with the periodic requirements of EoDB-Business Reform Action Plan of the Department for Promotion of Industry and Internal Trade (DPIIT) as well as for self-requirements of WBIIDC up to end of December, 2021”

Sl. No	Items of Work	Unit	Rate (₹)
1.	<i>Regular updating of website of WBIIDC to comply with the periodic requirements of EoDB-Business Reform Action Plan of the Department for Promotion of Industry and Internal Trade (DPIIT) as well as for self-requirements of WBIIDC up to end of December, 2021</i>		
A	Designing and Content incorporation in new Web document finalized and completed for		
i	Static Webpage	Per Page per instance	
ii	Dynamic Webpage	Per Page per instance	
B	Additional Content incorporation in existing Web document finalized and completed for		
i	Static webpage	Per Page per instance	
ii	Dynamic Webpage	Per Page per instance	
C	MIS Report Creation		
i	Development of new Report page	Per Page	
ii	Addition/alteration in existing MIS Report	Per Page	
	<i>G.S.T.</i>		<i>As prevailing</i>

Scope of Work

The work of “Regular updating of website of WBIIDC to comply with the periodic requirements of EoDB-Business Reform Action Plan of the Department for Promotion of Industry and Internal Trade (DPIIT) as well as for self-requirements of WBIIDC during F. Y. 2020-21” has been planned to be executed to comply with EoDB and self-requirements of incorporating within the existing web address of WBIIDC, various information, notifications, links, tables, paragraphs, images, forms to capture databases and production of MIS report based on captured data, marque and other webpage elements as relevant.

The developer will maintain close liaison with the office of the Executive Engineer, Design & Planning Division of WBIIDC and execute the updating work on time bound basis.



Declaration by the Quotationer and Quotation of Rate

I have fully understood the requirements for the application development work as specified in the schedule & scope work mentioned above as well those have been detailed in the Quotation document. Considering every aspects of the assignment, I/We submit our rates as above.

Date:

Place:

Signature of Authorized Signatory

Name and Designation of the Signatory

Name of the Firm

Address

Ph. & Fax No

E Mail ID

Annexure - III
**AGREEMENT BETWEEN WEST BENGAL INDUSTRIAL INFRASTRUCTURE
DEVELOPMENT CORPORATION AND (NAME OF SUCCESSFUL QUOTATIONER)**

This agreement made on this _____ day of _____
Two Thousand twenty one between the West Bengal Industrial Infrastructure Development corporation, DJ-10, Sector II, Saltlake City, Kolkata 700 091. West Bengal (hereinafter called the “WBIIDC” which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) on the one part and----- (hereinafter called the “Application Developer/ Developer” which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS WBIIDC is desirous of commissioning the services of an Application Developer to assume total responsibility with regard to “*Regular updating of website of WBIIDC to comply with the periodic requirements of EoDB-Business Reform Action Plan of the Department for Promotion of Industry and Internal Trade (DPIIT) as well as for self-requirements of WBIIDC up to end of December, 2021*”

The work shall be completed in all respect within period as mentioned in respective section of Quotation document.

WHEREAS the Application Developer has offered to execute and complete each study at rate the rate mentioned in schedule of work fees and whereas WBIIDC has accepted the offer of the Application Developer and whereas the Application Developer has furnished Earnest Money Deposit of Rs. 5,000/- (minimum preset non-interest bearing amount) in the form of Demand Draft in favour of “WBIIDC” for the due fulfillment of all the conditions of this contract.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to. The following documents in this regard shall form an integral part of this agreement and be read construed as part of this agreement viz.

1. Application Developer’s submissions in response to N.I.T. No. IIDC /D & P/ 04/2020-21.
2. Work Order no. ----- dated -----

The contract agreement has been compiled by the WBIIDC primarily from the original Quotation documents and all the correspondence from the Quotationing stage till acceptance. In the event of any difference arising from the completion of the contract, the original Quotation document, Application Developer’s offer and work order issued by WBIIDC may be referred to by either party. The terms of this Agreement and Bid document are subject to change as occasion would arise and as may be decided by the Chief Executive Officer, WBIIDC.

These documents shall take precedence over the compiled documents. The Application Developer hereby covenants with the WBIIDC to complete the “study” in all respect as per the provisions of the agreement.

West Bengal
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The WBIIDC hereby covenants to pay the Application Developer in consideration of such completion of work, the contract price at the time and in the manner as mentioned in the Quotation document.

In WITNESS WHERE OF the parties hereto have caused this contract to be executed in accordance with their respective laws the day and year first above written.

Signed sealed and delivered by the Executive Engineer (Civil), Design & Planning Division, WBIIDC (for the Authority) in the presence of.....
.....

Seal of the Authority Signed.

Sealed and delivered by the said..... (For the Application Developer) in the presence of.....

Seal of the Application Developer