



**West Bengal Mineral Development and Trading
Corporation Limited (WBMDTCL)
(A Government of West Bengal Undertaking)**

Request for Proposal

For

**Selection of Service Provider for Design,
Development and Implementation of Online
System for Distribution of coal to MSME
Consumers of West Bengal.**

**RFP No. MDTC/M-Coal/40(VIII)/2665 dated
05.09.2022**

1 Disclaimer

- 1.1 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements.
- 1.2 All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Corporation on the basis of this RFP.
- 1.3 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written Letter of Award (LOA) has been issued by WBMDTCL. Any notification of Selected Bidder status by the Corporation shall not give rise to any enforceable rights by the Bidder. The Corporation may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Corporation.
- 1.4 This RFP supersedes and replaces the previous documents & communications, if any, issued by WBMDTCL in connection with this job, and Bidders should place no reliance on such communications.

2 Introduction

The West Bengal Mineral Development and Trading Corporation Limited (WBMDTCL) was established in 1973 as a State Government Undertaking under the administrative control of the Department of Industry, Commerce & Enterprise, Government of West Bengal. The Corporation is registered under the Companies Act 1956.

WBMDTCL is the State Nominated Agency (SNA) for the State of West Bengal for distribution of coal to the coal consuming MSME industries of the State in terms of the provisions of NCDP 2007 and its subsequent modifications. For fair, transparent and equitable distribution of coal, WBMDTCL intends to conduct the entire process of coal distribution in online mode in a manner to inspire public confidence.

For this purpose, WBMDTCL desires to engage a service provider to design, develop and implement an online “End to End” coal E-Distribution system as per the scope and other terms described herein after in this RFP.

The selected /empaneled Agency would have to enter into an agreement with WBMDTCL. The agency selected through this bidding process will hereinafter refer to as “Service Provider”.

3 Schedule of Bid Process

Name of Work	Selection of Service Provider for Design, Development and Implementation of Online System for Distribution of coal to MSME Consumers of West Bengal
RFP NO	MDTC/M-Coal/40(VIII)/2665 dated 05.09.2022
Tender Fee (Non-refundable)	Rs. 5900/- (Base Price- Rs.5,000/- + 18% GST)
Tender will be conducted in the e-procurement portal of Govt. of West Bengal	https://wbtenders.gov.in
Period for Downloading of RFP	05.09.2022 from 10:00 hrs till 23.09.2022 till 12 noon
Last Date of sending Pre-Bid Queries	Till 13.09.2022 till 17:00 hrs by email
Email address for submitting pre-bid queries	tenderwbmdtcl@gmail.com
Date & Time of Pre-Bid Conference	14.09.2022 at 12:00 noon
Link of Pre-Bid Meeting	Join Zoom Meeting https://us06web.zoom.us/j/84337941023?pwd=b0daM2c3OWJpOSTtUE1CUDhOV0tSUT09 Meeting ID: 843 3794 1023 Passcode: 120707
Last Date & Time for Online Submission of Bid	23.09.2022 till 17:00 hrs
Last Date & Time for Offline Submission of Supporting Documents	23.09.2022 till 18:00 hrs
Date & Time of Opening of Techno-Commercial Bid	23.09.2022 at 18:00 hrs
Date & Time of Opening of Financial Bid	To be intimated at later date
Nodal Officer	Sri Nilabja Das, Senior Manager (Marketing) WBMDTCL Email: tenderwbmdtcl@gmail.com Phone: 033-23590073

4 Data Sheet

#	Parameter	Details
1.	The quantity of coal for which Fuel Supply Agreement has been signed by WBMDTCL with Eastern Coalfields Limited (ECL) for FY: 2022-23	1,00,000 Tonne (One lakh Tonne Only)
2.	Monthly quantity for distribution	Approximately 8,333 Tonne of coal (Eight Thousand Three Hundred Thirty-three Tonne Only)
3.	Amount of Bid Security	Rs. 50,000/- (Rupees Fifty Thousand only)
4.	Contract Period	Upto 31.03.2023

5 Scope of work

The service provider shall be able to address the requirements and shall provide comprehensive service backed up by a robust web platform for managing coal e-Distribution by WBMDTCL. The major scope / activities identified for the e-Distribution services are as follows-

- a) Assisting WBMDTCL in preparing policy guidelines, setting up processes, market making and consumer acquisitions.
- b) Working with WBMDTCL, Industries and Govt. Departments for the coal distribution job
- c) Providing secured registration and login access to MSMEs and other stakeholders for online coal booking
- d) Providing necessary training and customer support services to MSMEs
- e) Digitization of records
- f) Coal demand assessment of MSME consumers of West Bengal
- g) Management of security deposit and fuel supply agreement of MSME consumers
- h) Liaising with CIL/ECL and assisting WBMDTCL for signing fuel supply agreement with CIL/ECL
- i) Assisting WBMDTCL for making monthly coal booking with CIL/ECL
- j) Capturing source wise grade wise preferences of MSME consumers
- k) Arranging fair, transparent and convenient mechanism for e-Distribution of allotted coal
- l) Tracking and managing coal payments of MSME consumers
- m) Managing CIL/ECL Sale Orders for coal allocated to WBMDTCL for distribution
- n) Managing generation /issuance of Delivery Orders, Authorization letters and annexures for MSME consumers on the basis of their bookings

- o) Automated capturing of vehicle wise coal lifting and deliveries of MSME consumers
- p) Assisting WBMDTCL in reconciling coal lifting done by MSME consumers
- q) Issuing e-Invoice-cum-Challan against coal lifted by the consumers against each truck
- r) Managing and assisting WBMDTCL for making refund and forfeitures
- s) Providing facility for online submission of Coal Utilization Statements by the MSME consumers.
- t) Providing e-Ledger for MSME
- u) Providing MIS and Reports for State Govt., CIL/ECL and MOC as required
- v) Providing Help Desk Support and One Onsite Project Coordinator for the support to WBMDTCL

6 Instructions to the Bidders

6.1 Compliant Proposals / Completeness of Response

- i) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- ii) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected.
- iii) The Bidders must:
 - A) Include all documentation specified in this RFP;
 - B) Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - C) Comply with all requirements as set out within this RFP.

6.2 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Corporation to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

The Corporation will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.3 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

6.4 Right to Terminate the Process

- i) The Corporation may terminate the RFP process at any time and without assigning any reason. The Corporation makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii) This RFP does not constitute an offer by the Corporation. The bidder's participation in this process may result the Corporation selecting the bidder to engage towards execution of the contract.

6.5 Tender Document Fee

- i) Bidders are required to remit non-refundable tender document fee of Rs 5900/- (Base Price- 5000 + 18% GST) (Rupees Five Thousand Nine Hundred and sixty only) in the e-procurement portal of Govt. of West Bengal through online payment mode.
- ii) The Bidder shall upload the receipt/ transaction acknowledgement along with the Techno-Commercial Bid in the e-procurement portal of Govt. of West Bengal.

6.6 Bid Security

- i) The Bidder shall submit Bid Security, as mentioned in Data Sheet, in the e-procurement portal of Govt. of West Bengal through online payment mode.
- ii) Save and except as provided in this Tender Document, the Bid Security of unsuccessful Bidders will be returned by WBMDTCL, without any interest, within 30 (thirty) days from date of acceptance of Letter of Award (LOA) by preferred bidder.
- iii) WBMDTCL shall be entitled to forfeit and appropriate the Bid Security as damages, amongst others in any of the events specified in this tender document. The Bidder, by submitting its bid pursuant to this Tender Document, shall be deemed to have acknowledged and confirmed that WBMDTCL will suffer loss and damage on account of withdrawal of its bid or for any other default by the Bidder during the period of bid validity as specified in this Tender Document. No relaxation of any kind on Bid Security shall be given to any Bidder.
- iv) The Bid Security may be forfeited as damages without prejudice to any other right or remedy that may be available to the Department under the Tender Document and/or otherwise, under, inter alia, the following conditions:
 - a) If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Clause No- 12.2 of this Tender Document;
 - b) In the case of Preferred Bidder, if it fails within the specified time limit to accept the LOA and/or commence the job in accordance with this RFP.

6.7 Online submission of Techno-Commercial Bid

- 6.7.1** Bid Letter in the format specified in **Annexure 1: Format for Bid Letter**
- 6.7.2** Receipt of payment of Bid Security for the amount as specified in the data sheet.
- 6.7.3** Receipt of payment of tender document fee for an amount of Rs 5900/- (Rupees Five Thousand Nine Hundred and sixty only)
- 6.7.4** Power of attorney in the format specified in **Annexure 2: Format for Power of Attorney** authorizing the signatory of the bid to participate in the tender process and do all acts pursuant thereto on behalf of the Bidder, including usage of the digital signature on behalf of the Bidder.
- 6.7.5** Scanned copy of the Notarised Affidavit in the format as specified in **Annexure 3: Format for Affidavit**
- 6.7.6** Scanned copy of the non-blacklisting declaration in the format specified in **Annexure 4: Format for Declaration against Blacklisting**
- 6.7.7** Scanned copy of the Duly filled-in checklist in the format specified in **Annexure 5: Duly Filled-in Checklist of Documents to be submitted as part of the Techno-Commercial Bid**
- 6.7.8** Copy of all the relevant documentary evidence in support of meeting the Eligibility Criteria as sought in Clause- 7
- 6.7.9** The Techno-Commercial Bid shall be submitted on the e-procurement portal of Government of West Bengal
- 6.7.10** The Techno-Commercial Bid shall not contain any information regarding the Financial Bid of the Bidder

6.8 Offline submission of Supporting Documents to Techno-Commercial Bid (In addition to Online Submission)

In addition to online submission of Techno-Commercial Bid as per Clause 6.1, Bidder shall submit duly executed original physical copies of the below mentioned documents to the following address so that they are received on or prior to the Bid Due Date as per Schedule of Bidding Process, failing which the Techno-Commercial Bid shall be deemed to have not been received;

- a) Annexure 1: Format for Bid Letter
- b) Annexure 2: Format for Power of Attorney
- c) Annexure 3: Format for Affidavit
- d) Annexure 4: Format for Declaration against Blacklisting
- e) Annexure 5: Duly Fill-in Checklist of Documents
- f) Relevant Documentary Evidence as per Clause 7.1

Address for Offline submission of Supporting Documents:

Managing Director

6.9 Submission of Financial Bid

6.9.1 The Bidder shall quote Financial Bid on the basis of **Rupees per 100 Rupees of the basic price of coal** (excluding royalty, cess, taxes and levies) lifted by the MSME Consumers for which e-invoice are generated through the portal of the service provider.

6.9.2 The Financial Bid must be quoted in numbers upto two decimal places.

6.9.3 The Financial Bid shall be quoted ONLY via online mode, i.e., through the e-procurement portal of the Government of West Bengal. The Bidder shall ensure that no Financial Bid should be submitted through offline mode.

6.9.4 The Financial Bid shall be submitted online in the format specified at **Annexure -6**.

7 Eligibility Criteria

The Eligibility Criteria for bidding has the following 2 (two) parts;

1. Pre-Qualification Criteria, and
2. Technical Qualification Criteria.

7.1 Pre-Qualification Criteria

The intending bidder must fulfil ALL of the following Pre-Qualification Criteria in order to be considered pre-qualified for subsequent stages of bid evaluation. Intending bidders must submit with their bids all the supporting documents as specified against each criterion. Bids without any of the specified supporting document and bids which do not fulfil any of the Pre-Qualification Criteria are liable to be rejected at this stage and their Bid Security will be refunded without interest.

Pre-Qualification Criteria*		
Sl. No	Criteria	Supporting Documents
1	The intending bidder must be a company/LLP in India registered under the Companies Act, 2013 or Partnership Firm under The Partnership Act 1932. Consortiums are not allowed to participate.	Self-Certified photocopy of the Certificate of incorporation to be attached.
2	The intending bidder should have average turnover of at least Rupees 25 lakh per annum during the last 3 (three) completed financial years.	Certificate of statutory auditor certifying the year-wise and average turnover of last 3 completed financial years to be submitted
3	The intending bidder must have experience of development and successful implementation of software solution(s) or providing services for online businesses, with minimum aggregate contract value of Rs. 10 lakh for the services, in the last 5 (five) years.	Self-certified copy(ies) of Work Order/Client Certificate to be submitted.
4	The intending bidder should not have been debarred/ blacklisted/ banned/ suspended by any Government/UT Administration/ Semi-	Notarised Affidavit as per format given in Annexure-3 to be submitted.

	Government Organisation/ PSU etc. in India in the last 5 (five) years	
<i>*Note: ALL the above criteria must be fulfilled</i>		

7.2 Technical Qualification and Evaluation Criteria

7.2.1 Proposal Presentation:

The pre-qualified bidders will be invited to make a presentation before the Bid Evaluation Committee of WBMDTCL on the date, time and venue specified in the Bid Schedule. The purpose of the presentation will be to allow the bidders to present their experience in design and implementation of software solutions for online business transactions and the key points of their approach and methodology broadly covering the following points;

- i) The proposed solutions in detail along with flow charts
- ii) The Technology Platform and its Architecture
- iii) Details of the standards, compliances and algorithms supported
- iv) Expected benefits of the proposed solution for WBMDTCL and the MSME consumers
- v) Details of IT Security and other features for the functions like security standards

7.2.2 Proposal Review and Evaluation

The Bid Evaluation Committee of WBMDTCL will examine each proposal on the basis of the documents submitted and the presentation made by the bidders and assign scores against each of the Technical Bid Scoring Parameters given in 1.2.3. The Committee may seek oral clarifications from the bidders during presentation. The purpose of such oral clarification in the evaluation process is to clarify ambiguities and uncertainties in the proposed solution of the bidder. The clarifications are intended to provide opportunities to the Committee to state its expectations from the proposed solutions with more clarity and for the bidders to explain their proposals with more clarity. The Committee may, at its discretion, seek inputs from external professionals/technical experts in the process.

Only the Bidders with Technical Bid Score of 50 and above will be eligible for Financial Bid evaluation. Financial Bids of the unsuccessful bidders who will score less than 50 shall not be opened.

7.2.3 Technical Bid Scoring*

Sl. No.	Area	Parameters	Maximum Points
1	Financial Parameter	The intending bidder should have average turnover of at least Rupees 25 lakh per annum during the last 3 (three) completed financial years.	20
	1.1	Average turnover per annum > = Rs. 25 lakh to <= 50 lakh	10
	1.2	Average turnover per annum > Rs. 50 lakh to <= Rs. 1 crore	15

	1.3	Average turnover per annum > Rs. 1 crore	20
2	Experience	The intending bidder must have experience of development and successful implementation of software solution(s) or providing services for online businesses, with minimum aggregate contract value Rs. 10 lakh for the services, in the last 5 (five) years.	
	2.1	Number of jobs performed	20
	2.1.1	1 (One) job in last 5 years	10
	2.1.2	2 (two) jobs in last 5 years	15
	2.1.3	More than 2 jobs in last 5 years	20
	2.2	Aggregate contract value of job(s)	30
	2.2.1	Aggregate contract value of the job >= Rs. 10 lakh to <= 20 lakh	10
	2.2.2	Aggregate contract value of the job >Rs. 10 lakh to <= 20 lakh	20
	2.2.3	Aggregate contract value of the job > 20 lakh	30
3	Approach		30
	3.1	Technical presentation (As per details given at 7.2.1)	10
	3.2	Live demonstration For scoring in this section the bidder must provide live demonstration of the proposed software solution for the job	20
TOTAL			100
* Note: Only the Bidders with Technical Bid Score of 50 and above will be eligible for Financial Bid evaluation.			

8 Financial Bid Opening

The Financial Bids of only those bidders who satisfy **ALL of the Pre-Qualification Criteria AND obtain Technical Bid Score of 50 and above** shall be opened online in the e-Procurement Portal of the Government of West Bengal as per the Bid Schedule. Financial Bids not conforming to the format prescribed in this RFP would be rejected.

9 Final Bid Evaluation

Bids will be finally evaluated on the basis of “Quality and Cost Based Selection (QCBS)” method. A ratio of 70:30 (i.e.; 70% weightage for Technical Score and 30% weightage for Financial Score) will be followed for the QCBS. Following steps will be followed for ranking the bidders.

9.1 Normalisation of Technical Score

Each Technically Qualified Bid will be assigned a Normalised Technical Score (T_n) on a scale of 100 points as follows;

$$T_n = (T_b / T_{max}) * 100$$

Where;

T_n = Normalised Technical Score of the Bidder under consideration

T_b = Technical Bid Score of the Bidder under consideration, and

T_{max} = Maximum Technical Bid Score obtained by any bidder

9.2 Normalisation of Financial Score

Financial Bids of the Technically Qualified Bidders will be assigned a Normalised Financial Score (F_n) on a scale of 100 points as follows;

$$F_n = (F_{min} / F_b) * 100$$

Where

F_n = Normalised Financial Score of the Bidder under consideration

F_{min} = The Lowest Financial Bid received from a Technically Qualified Bidder, and

F_b = The Financial Bid quoted by the bidder under consideration

9.3 Final Evaluation and Declaration of Preferred Bidder

The Combined Score (S_c) of a bidder will be calculated by giving 70% weightage to his Normalised Technical Score (T_n) and 30% weightage to his Normalised Financial Score (F_n) as follows;

$$S_c = (T_n \times 0.7) + (F_n \times 0.3)$$

Where

S_c = The Combined Score of the bidder under consideration

T_n = Normalised Technical Score of the bidder under consideration

F_n = Normalised Financial Score of the bidder under consideration

The bidder with Highest Combined Score will be declared as the Preferred Bidder.

9.4 Example

The example given in the following Table will illustrate the Bid Evaluation Process stated above:

Parameter	Bidder- 1	Bidder - 2	Bidder - 3	Remarks
<i>Technical Bid Score of the Bidder (T_b)</i>	70	80	90	$T_{max} = 90$
<i>Normalised Technical Score of the Bidder</i> $T_n = (T_b / T_{max}) * 100$	$(70/90) \times 100$ = 77.78	$(80/90) \times 100$ = 88.89	$(90/90) \times 100$ = 100	
<i>Financial Bid quoted by the bidder (F_b)</i>	1%	1.5%	2%	$F_{min} = 1$
<i>Normalised Financial Score of the Bidder</i> $F_n = (F_{min} / F_b) * 100$	$(1/1) \times 100$ = 100	$(1/1.5) \times 100$ = 66.67	$(1/2) \times 100$ = 50	
<i>Combined Score of the bidder</i>	(77.78×0.7)	(88.89×0.7)	(100×0.7)	

$Sc = (Tn \times 0.7) + (Fn \times 0.3)$	$+ (100 \times 0.3) =$ 84.45	$+ (66.67 \times 0.3)$ = 82.22	$+ (50 \times 0.3)$ = 85	
Hence, Bidder-3 with the Highest Combined Score of 85 will be the Preferred Bidder				

10 Performance Security

10.1 The Bid Security, as mentioned in the Data Sheet, of the Preferred Bidder shall be retained by WBMDTCL towards Performance Security for the entire contract period. The Performance Security shall be returned 180 days after successful completion of the contract.

10.2 Appropriation of Performance Security

The Performance Security may be forfeited, in part or full, by WBMDTCL in the following events;

- i) If the preferred bidder refuses to accept the Letter of Award (LoA) issued as per Clause 11 or fails to commence the job within the time stipulated in the LoA.
- ii) In the event of termination of the Contract as per Section – 12
- iii) The Service Provider fails to comply any of the obligations under the contract as per the RFP or the LOA issued as per Clause 11 of this RFP.
- iv) If the Service Provider or any of his representatives, officers, employees, agents engages in any corrupt, fraudulent, coercive, restrictive practise during the tenure of the contract, WBMDTCL may, without any prejudice to other rights and remedies, forfeit and appropriate the Performance Security.

11 Award of Contract

11.1 Issuance of Letter of Award (LoA)

Immediately after final evaluation of the bids and declaration of the Preferred Bidder, WBMDTCL shall issue Letter of Award (LoA) to the Preferred Bidder asking him to start the services within the period stipulated in the LoA. The LoA may contain such other terms and conditions which are mutually agreed and considered essential for implementation of the job.

11.2 Acceptance of LoA

The Preferred Bidder shall, within 7(seven) days from the issue of the LoA, convey his unconditional acceptance of the job with the terms and conditions, in writing. Delay or failure in unconditionally accepting the job shall lead to forfeiture of the entire Performance Security.

12 General Terms and Conditions

12.1 Transfer of Bidding Documents

- 12.1.1 The Bidding Documents are not transferable and can be used for submitting bids by the prospective bidder who has registered on the e-procurement portal of Govt. of West Bengal.

12.2 Fraud & Corrupt Practices

- 12.2.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the tender process and subsequent to the award of the contract. Notwithstanding anything to the contrary contained herein, WBMDTCL may reject a bid or terminate the Contract as the case may be, without being liable in any manner whatsoever to the Bidder, Technically Qualified Bidder, Preferred Bidder or the Successful Bidder, as the case may be, if WBMDTCL determines that the Bidder, Technically Qualified Bidder, Preferred Bidder, Successful Bidder, as the case may be, has directly or indirectly engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the tender process or at any time during the contract period. In such an event WBMDTCL shall be entitled to forfeit and appropriate the Bid Security or the Performance Security, as the case may be, as damages, without prejudice to any other right or remedy.

- 12.2.2 Without prejudice to other rights of WBMDTCL, if a bidder is found by WBMDTCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or collusive bidding or bid rigging during the Bidding Process, such a bidder shall not be eligible to participate in any tender or RFP issued by WBMDTCL during a period of 2 (two) years from the date such bidder is found by WBMDTCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice, as the case may be. WBMDTCL shall also take remedial measures against such bidder available to it under the provisions of the Competition Act, 2002 in case of collusive bidding or bid rigging.

- 12.2.3 For the purposes of this Clause 12.2, the following terms shall have the meaning hereinafter respectively assigned to them:

- i) "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the tender process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of WBMDTCL who is or has been associated in any manner, directly or indirectly, with the tender process or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of WBMDTCL, shall be deemed to constitute influencing the actions of a person connected with the tender process); or (ii) save and except as

permitted under this tender document, engaging in any manner whatsoever, whether during the tender process or after execution of the contract, as the case may be;

- ii) “Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the tender process.
- iii) “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 tender process;
- iv) “Undesirable Practices” means (i) establishing contact with any person connected with or employed or engaged by WBMDTCL with the objective or canvassing, lobbying or in any manner influencing or attempting to influence the tender process; (ii) having a conflict of interest; or (iii) violating of any Applicable Law; and
- v) “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 tender process.
- vi) “collusive bidding” or “bid rigging” means any agreement, between enterprises or persons engaged in identical or similar production or trading of goods or provision of services, which has the effect of eliminating or reducing competition for bids or adversely affecting or manipulating the process for bidding.

12.3 Clarification

WBMDTCL reserves the right to seek clarifications / additional information / documents from the bidders for the purpose of evaluation of the bid.

12.4 Deviations

WBMDTCL reserves the right to waive non-substantial deviations without being bound to do so. The list of non-substantial deviations are as follows:

- i) Minor or insubstantial deficiency in supporting documents submitted, acceptance of which does not provide unfair advantage to the bidder;
- ii) Ambiguities and inconsistency in language of the bid;
- iii) Simple omissions and mistakes;
- iv) Deviations which do not affect in any way the scope and quality of performance of the agreement.

12.5 Miscellaneous

WBMDTCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- i) suspend 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;
- ii) consult with any bidder in order to receive clarification or further information;
- iii) qualify or not to qualify any bidder and/ or to consult with any bidder in order to receive clarification or further information;

- iv) retain any information and/ or evidence submitted to WBMDTCL by, on behalf of, and/ or in relation to any bidder; and/ or
- v) independently or otherwise verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any bidder

Annexure 1: Format for Bid Letter

Commercial Proposal are true and correct; nothing has been omitted which renders such information misleading or incomplete; and all documents accompanying the Techno- Commercial Proposal are true copies of their respective originals.

(To be submitted on the letterhead of the Bidder)

Letter No. [•] Dated: [•] From

Bidder's name and address Details of Authorized Signatory Name :

Designation :

Telephone No. :

Mobile No. :

Fax No. :

Email :

To

The Managing Director

The West Bengal Mineral Development and Trading Corporation Limited WBIIDC Building, 3rd Floor,
DJ-10, DJ Block, Sector-II

Bidhannagar, Kolkata-700091

Dear Sir,

Subject: Submission of Techno-Commercial Proposal for Selection of Service Provider for Design, Development and Implementation of Online System for Distribution of coal to MSME Consumers of West Bengal.

1. With reference to your RFP No. MDTC/M-Coal/40(VIII/2665 dated 05.09.2022, we have examined the tender document and understood its contents, hereby submit our Bid for Selection of Service Provider for Design, Development and Implementation of Online System for Distribution of coal to MSME Consumers of West Bengal. Our Bid is unconditional and unqualified.
2. I/ We acknowledge that WBMDTCL will be relying on the information provided in the Techno- Commercial Proposal and the documents accompanying the Techno-Commercial Proposal for qualification of the Bidders, and we certify that all information provided in the Techno- Commercial Proposal are true and correct; nothing has been omitted which renders such information misleading or incomplete; and all documents accompanying the Techno-Commercial Proposal are true copies of their respective originals.
3. This Techno-Commercial Proposal is being submitted for the express purpose of qualifying as a Bidder for the for Selection of Service Provider for Design, Development and Implementation of Online System for Distribution of coal to MSME Consumers of West Bengal.
4. We acknowledge the right of WBMDTCL to reject our Techno-Commercial Proposal/ Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We understand that WBMDTCL may cancel the Bidding Process at any time and that you are neither bound to accept any Techno-Commercial Proposal/ Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.

6. We believe that I/ we satisfy all the Qualification Requirements as specified in the tender document and are/ is qualified to submit a Bid.
7. We declare that I/ we or our Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of such Holding company/LLP/PARTNERSHIP FIRM are not another Bidder/ or any other bidder submitting a Techno-Commercial Proposal/ Bid Selection of Service Provider for Design, Development and Implementation of Online System for Distribution of coal to MSME Consumers of West Bengal.
8. We certify that in regard to matters other than security and integrity of the country, we/ our Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of such Holding company/LLP/PARTNERSHIP FIRM 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 Project 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, I/ we or our Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/ Subsidiaries of such Holding company/LLP/PARTNERSHIP FIRM have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
10. We further certify that no investigation by a regulatory authority is pending either against me/ us or our Subsidiary/ Subsidiaries and/or Holding company/LLP/PARTNERSHIP FIRM and/or the Subsidiary/Subsidiaries of such Holding company/LLP/PARTNERSHIP FIRM or against our CEO 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 tender document, we shall intimate WBMDTCL of the same immediately.
12. The Techno-Commercial Proposal and Bid submitted by us shall be valid for a minimum period of 180 (one hundred and eighty) days from Bid Due Date or any extension thereof as requested by WBMDTCL.
13. We further declare that by submitting this Bid, we agree to be bound by the terms and conditions of the tender document.

Thanking you,

Yours faithfully,

(Signature of Authorized Person holding Power of Attorney)

Name:

Designation:

Office Seal:

Date:

Place:

Annexure 2: Format for Power of Attorney

(To be executed on Non judicial stamp paper of Rs.100/- and duly Notarized)

Know all men by these presents, we... (name of the bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Selection of Service Provider for Design, Development and Implementation of Online System for Distribution of coal to MSME Consumers of West Bengal being developed by Contractor including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid meeting and other meetings and providing information/ responses to WBMDTCL, representing us in all matters before WBMDTCL, participation in the bidding process, representing us in all matters before WBMDTCL, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with WBMDTCL in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into agreement with WBMDTCL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

AND that a resolution to this effect was passed during the meeting of the Board of Directors of the company held on [•] at [•].

OR

AND that a resolution to this effect was passed by the partners during the meeting held on [•] at [•].

IN WITNESS WHEREOF WE, , THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2022.

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

[Notarized]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- The Bidder should submit for verification a certified true copy of the Board Resolution or Partner's resolution in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure 3: Format for Affidavit

(To be executed on Non Judicial stamp paper of Rs.100/- and duly sworn before a first class magistrate)

Letter No. [●]

Dated: [●]

To

The Managing Director

The West Bengal Mineral Development and Trading Corporation Limited WBIDC Building, 3rd Floor,
DJ-10, DJ Block, Sector-II
Bidhannagar, Kolkata-700091

Subject: Selection of Service Provider for Design, Development and Implementation of Online System for Distribution of coal to MSME Consumers of West Bengal.

Sir,

We hereby solemnly declare that in respect of any tender/ contract issued by a government or any government instrumentality:

- (a) none of our contracts have been terminated or foreclosed due to their default during the last ten (10) years from the RFP publication date;
- (b) as on the RFP publication date the bidder is not blacklisted, banned, de-listed or suspended or under purchase holiday in connection with any tender.
- (c) we have not breached any terms of tenders or contracts, which could result in the rejection of our bids or cancellation of our contracts, as applicable;
- (d) we have examined and have no reservations to the RFP document, including any Corrigendum (a)/ Amendment(s) issued by WBMDTCL;
- (e) we do not have any conflict of interest in accordance with Clause 12.3 of the RFP document;
- (f) 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, collusive bidding or bid rigging as defined in Clause 12.2 of the RFP document; we also undertake to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice or collusive bidding or bid rigging;
- (g) we have not been found guilty of offences involving bribery, corruption, fraud, offences against the state including loyalty to the state and non-payment of statutory dues to any government or government instrumentality;

(h) there is no instance of winding up/insolvency or other proceedings of a similar nature is pending against us or a receiver has been appointed for our assets;

(i) none of the directors of our company/LLP/PARTNERSHIP FIRM have been convicted in any cognizable offence by any court of law; irrespective of whether the conviction is pending under appeal in a higher court, unless the conviction is stayed by the higher court.

We further declare that:

(a) All information furnished by us either in any self-certified supporting document or any other document in respect of fulfilment of eligibility criteria of this tender is complete, correct and true

(b) All documents/ credentials submitted with this tender are genuine, authentic, true and valid

(c) If it is found at any point of time that our documents are not genuine or false or forged then in that case our tender will be rejected, Bid Security by us will be forfeited and we will be debarred from participating in further/ future WBMDTCL tenders and/ or any action as deemed fit by WBMDTCL may be taken against us, including termination of the contract, forfeiture of all dues including forfeiture of Bid Security and banning/ delisting of our entity and all related persons etc. for 3 (three) years

(d) Decision whether the documents submitted are genuine and authentic, will be taken by WBMDTCL based on verification and will be final and binding on the bidder

(e) The bidder will allow WBMDTCL to verify all such internal documents of the bidder on demand by WBMDTCL

(Signature of the Authorized Person holding Power of Attorney)

(Official Seal)

Name:

Designation:

Annexure 4: Format for Declaration against Blacklisting

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

Date:

To,
The Managing Director
The West Bengal Mineral Development and Trading Corporation Limited WBIIDC Building, 3rd Floor,
DJ-10, DJ Block, Sector-II
Bidhannagar, Kolkata-700091

Dear Sir,

I/we hereby solemnly declare that none of our directors jointly or severally and/or individually or our company/LLP/PARTNERSHIP FIRM is not presently black listed by the Central Government or any State Government Department / Public Sector Undertakings / agency / organization in India in relation to Service Provider for Design, Development and Implementation of Online System. We do not have any order/declaration of insolvency, judgment or order of punishment/sentence by any court of law or any judicial/quasi-judicial body restraining us from participating in this Tendering Process during last 5 (Five) Years period from the bid due date.

I/we hereby further declare that, if the declaration is found untrue at any time, WBMDTCL shall be entitled to take any action against us severally and/or individually or company/LLP/PARTNERSHIP FIRM in this regard in any manner that may be deemed fit by WBMDTCL.

Thanking you,

Yours faithfully,

(Signature of the Authorized Person holding Power of Attorney)

Name:

Designation:

Official Seal:

Date:

Place:

Annexure 5: Duly Filled-in Checklist of Documents to be submitted as part of the Techno-Commercial Bid

Document to be Submitted	Submitted by Bidder (please tick)	Physical Submission (please tick)	Verified during Evaluation	Remarks
Checklist of Documents to be submitted as part of the Techno-Commercial Proposal		NA		
Bid Letter (as per the format given in Annexure 1: Format for Bid Letter)				
Documentary evidence in support of meeting the Eligibility Criteria (as per Clause 7.1)				
Power of Attorney (as per format given in Annexure 2: Format for Power of Attorney)				
Affidavit (as per format given in Annexure 3: Format for Affidavit)				
Declaration against Blacklisting (as per format given in Annexure 4: Format for Declaration against Blacklisting)				

Annexure 6: Financial Bid Submission Format

Name of Work: Selection of Service Provider for Design, Development and Implementation of Online System for Distribution of coal to MSME Consumers of West Bengal				
RFP No. MDTC/M-Coal/40(VIII)/2665			Dated. 05.09.2022	
<u>PRICE SCHEDULE</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
NUMBER	TEXT	NUMBER	NUMBER	TEXT
Sl. No.	Description	"X" (Rupees in figure per 100 Rupees of basic price of coal)		"X" (Rupees in words per 100 Rupees of basic price of coal)
1	Rupees per 100 Rupees of the basic price of coal (excluding royalty, cess, taxes and levies) lifted by the MSME Consumers for which e-invoice are generated through the portal of the service provider.	[Note: Bidders are required to fill this cell only]		