

REQUEST FOR PROPOSAL
FOR SELECTION OF SYSTEM INTEGRATOR
TO IMPLEMENT A COMPREHENSIVE WAREHOUSE
MONITORING SOLUTION BASED ON COMPUTER VISION AND
ARTIFICIAL INTELLIGENCE (AI)
FOR MONITORING, ANALYZING, AND OPTIMIZING
WAREHOUSE OPERATIONS, INCLUDING INVENTORY AND
SECURITY
BY
West Bengal State Warehousing Corporation
(WBSWC)

RFP: NIET No. 26 OF 2025-26 OF SE/WBSWC

Memo No: 179/ENGG/SWC/25-26 Dated: 18th June 2025

11-A Mirza Ghalib Street Kolkata 700087

E-mail: se.wbswc@gmail.com

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DISCLAIMER

The information contained in this Request for Proposal (“**RFP**”) or any information subsequently provided to bidder(s), whether verbally or in documentary or any other form, by or on behalf of the “**West Bengal State Warehousing Corporation (WBSWC)**” or any of its employees or advisors, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions in the form of any addendum or corrigendum or otherwise, subject to which such information is provided. This RFP supersedes and replaces any previous public documentation and communications and bidders should place no reliance on such documentation and communications.

This RFP is not an agreement and is neither an offer nor an invitation by the West Bengal State Warehousing Corporation (WBSWC) to the prospective bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in formulation of their proposal pursuant to this RFP. This RFP includes statements which reflect various assumptions and assessments arrived at by the West Bengal State Warehousing Corporation (WBSWC) in relation to the Scope of Work (Section III of the RFP) as provided here in below. 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 West Bengal State Warehousing Corporation (WBSWC), its employees or advisors to consider the business objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP 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 West Bengal State Warehousing Corporation (WBSWC) accepts no responsibility for the accuracy or for any interpretation or opinion on law expressed herein.

The West Bengal State Warehousing Corporation (WBSWC), its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 content of the RFP and any assessment, assumption,

statement or information contained herein or deemed to form part of this RFP or arising in any way with selection of bidders for participation in the bidding process.

The West Bengal State Warehousing Corporation (WBSWC) 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 West Bengal State Warehousing Corporation (WBSWC) is bound to select a bidder or to appoint the selected bidder, as the case may be, for the said Scope of Work and the West Bengal State Warehousing Corporation (WBSWC) reserves the right to reject all or any of the bids without assigning any reasons whatsoever. Additionally, the West Bengal State Warehousing Corporation (WBSWC) may terminate the RFP process at any time and without assigning any reason.

All information supplied by bidders may be treated as contractually binding on the bidders on successful award of the assignment by the West Bengal State Warehousing Corporation (WBSWC) on the basis of this RFP. 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, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the West Bengal State Warehousing Corporation (WBSWC) or any other costs incurred in connection with or relating to its bid. All such costs and expenses shall be borne by the bidder and the West Bengal State Warehousing Corporation (WBSWC) 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.

DEFINITIONS AND INTERPRETATIONS

Definitions:

In this RFP, unless the context otherwise requires, capitalized terms defined by inclusion in quotations and/or parenthesis shall have the meaning so respectively ascribed to each of such terms.

Unless the context otherwise requires, a term or a phrase used as a heading or sub-heading in this RFP in capitalized terms, if appearing anywhere else in the RFP shall refer to the said heading or sub-heading and shall be construed accordingly.

Interpretations:

1. The term "in writing" means communicated in written form and delivered against receipt;
2. The terms "bid" and "tender" and their derivatives (bidder/tender, bid/tender, bidding/tendering, etc.) are synonymous;
3. If a word or phrase is defined, cognate words and phrases shall have corresponding definitions;
4. Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
5. "day" means calendar day;
6. "business day" means a day, on which the Government of West Bengal and scheduled commercial banks are open for business in the State of West Bengal;
7. "operational day" means a day on which the warehouse shall be operational as may be notified by the West Bengal State Warehousing Corporation (WBSWC) from time to time;
8. References to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
9. References to applicable laws or laws of West Bengal, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications, orders or circulars which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
10. References to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include heirs, legal representatives, executors, administrators, successors, successors-in-interest and assigns, as the case may be as may be applicable;
11. Headings or sub-headings or table of contents are for convenience of reference only and shall not be used in and shall not affect, the construction or interpretation of the RFP. However, unless the context otherwise requires, a term or a phrase used as a heading or sub-heading in this RFP in capitalized terms, if appearing anywhere else in the RFP shall refer to the said heading or sub-heading and shall be construed accordingly.

12. The words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
13. Any reference to any specific time of the day shall be construed in accordance with the Indian Standard Time;
14. Any reference to “hour” shall mean a period of 60 (sixty) minutes commencing either on the hour or on the half hour of the clock, which by way of illustration means 5.00 (five), 6.00 (six), 7.00 (seven) and so on being hours on the hour of the clock and 5.30 (five thirty), 6.30 (six thirty), 7.30 (seven thirty) and so on being hours on the half hour of the clock;
15. Any reference to “month” shall mean a reference to a calendar month as per the Gregorian calendar;
16. Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under the RFP is not business day/operational day, then the period shall run until the end of the next business day/operational day, as the context may require;
17. References to any gender shall include the other and the neutral gender;
18. “Lakh” means a hundred thousand (1,00,000) and “crore” means ten million (1,00,00,000);
19. Any word or expression or any capitalized terms used shall, unless otherwise defined or construed in this RFP, shall be construed as per the definition given in General Clauses Act, 1897 and if such word or expression is not defined in General Clauses Act, 1897 then shall bear its ordinary English meaning;
20. Unless the context otherwise requires, any capitalized term used in any Section of the RFP but not defined therein, but defined in any other Section of the RFP shall have the meaning assigned thereto;
21. All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down;
22. A right includes a benefit, remedy, discretion, authority or power;
23. An obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
24. "Clause" and “Section” shall refer, except where the context otherwise requires, to Clauses and Sections of the RFP;
25. Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this RFP from or by any party shall be valid and effective only if it is in writing under the hands of duly authorized representative of such party in its behalf and not otherwise. Writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes e-mail and facsimile transmissions;
26. This RFP includes the document as varied, amended or replaced notwithstanding any change in the identity of the Parties; and
27. This RFP or any Section thereof shall not be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of the RFP.

SECTION - I

NOTICE INVITING E-TENDER

RFP: NIET No. 26 OF 2025-26 OF SE/WBSWC

Memo No: 179/ENGG/SWC/25-26

Dated: 18th June 2025

The Food and Supplies Department, Government of West Bengal invites Proposal for Selection of vendors to implement a comprehensive **Warehouse Monitoring Solution based on Computer Vision and Artificial Intelligence (AI) for Monitoring, Analyzing, and Optimizing Warehouse Operations, including Inventory and Security.**

Bidding Schedule and Important Information

Various milestones of the bidding process leading to the selection of the bidder along with the timelines and other important information are mentioned in the table below:

| Sl. No. | Information | Details |
|---------|---|--|
| 1. | Tender Inviting Authority | Superintending Engineer, West Bengal State Warehousing Corporation (WBSWC) 11-A Mirza Ghalib Street, Kolkata - 700087 |
| 2. | Job Requirement | REQUEST FOR PROPOSAL FOR SELECTION OF SYSTEM INTEGRATOR TO IMPLEMENT A COMPREHENSIVE WAREHOUSE MONITORING SOLUTION BASED ON COMPUTER VISION AND ARTIFICIAL INTELLIGENCE (AI) FOR MONITORING, ANALYZING, AND OPTIMIZING WAREHOUSE OPERATIONS, INCLUDING INVENTORY AND SECURITY |
| 3. | Duration of the Contract | 5 (five) years |
| 4. | Extension of Contract | The Contract may be extended for a further period of one (1) year at a time, up to a maximum period of 3 (three) years subject to satisfactory performance of the SI and mutual consent of the Parties. |
| 5. | Joint Venture / Consortium | Not Allowed |
| 6. | Place of Supply | Warehouses of WBSWC located in different districts of West Bengal |
| 7. | RFP Document Fees | Nil |
| 8. | Earnest Money Deposit ("EMD") Amount and | INR 2,00,000 (Indian Rupees Two Lakhs) only (through electronic mode such as GRIPS) |

| Sl. No. | Information | Details |
|---------|---|--|
| | Mode | |
| 9. | Date of Floating the e-Tender | 18 th June 2025 |
| 10. | Start date of submitting clarifications and Queries on the following e-mail id: se.wbswc@gmail.com | 21 st June 2025 |
| 11. | Last date of submitting online clarification and queries | 30 th June 2025 by 3 PM |
| 12. | Tender Evaluation Criteria | Combined Quality cum Cost Based System (CQCCBS) with weightages of 70:30 |
| 13. | Pre-bid conference | 3 rd July 2025 at 12.30 PM (Conference Hall at 7 th Floor, Khadyashree Bhavan, 11A, Mirza Ghalib Street, Kolkata-700087/Virtual) |
| 14. | Response to Queries and Corrigendum, if any | 7 th July, 2025 |
| 15. | Start date for submission of complete bid document | 8 th July, 2025 |
| 16. | Last date for submission of complete bid document | 29 th July 2025 by 4 PM |
| 17. | Date and time for opening of Technical Proposal | 31 st July 2025 at 4.30 PM |
| 18. | Evaluation of Technical Proposal | Will be notified later on the Portal |
| 19. | Period for POC Installation and Pilot Implementation | 1 month for installation and 1 month for demonstration |
| 20. | Date of opening of Financial Proposal | To be intimated later after Pilot Implementation / POC & Results Observation only upon completion of successful technical evaluation. |
| 21. | Performance Bank Guarantee ("PBG") to be submitted by the selected bidder | 10% (ten percent) of the Annual Contract Fee |

SECTION - II

INSTRUCTIONS TO BIDDERS

1. Introduction

The West Bengal State Warehousing Corporation (WBSWC) invites proposals from experienced and qualified vendors to design, implement, and operate a comprehensive warehouse monitoring solution based on Computer Vision and Artificial Intelligence (AI). This solution will be developed under a **Build, Own, Operate and Transfer (BOOT)** model for the **period of five (5) years** and will focus on real-time monitoring, analysis, and optimization of warehouse operations, covering aspects such as security, inventory tracking, and safety management.

In view of the above, the WBSWC invites proposals from well-established firms to provide the Deliverables for a period of 5 (five) years subject to further extension of such periods in terms of this RFP.

2. Proposed Model of Implementation

The WBSWC proposes for a comprehensive integrated solution for real-time monitoring, analysis, and optimization of warehouse operations, covering aspects such as security, inventory tracking, and safety management under a **Build, Own, Operate and Transfer (BOOT)** model for the **period of five (5) years**.

3. The selected vendor will be responsible for

Development and implementation of a Real time Comprehensive Warehouse Monitoring and Surveillance Solution based on Computer Vision and Artificial Intelligence (AI) with Software / Portal, Mobile App and devices for centralized monitoring of warehouses of WBSWC in different locations in districts of West Bengal for Monitoring, Analyzing and Optimizing Warehouse Operations, including Inventory Management and Security having the capacity to monitor centrally at HQ around 100- 150 nos. Godown located at various locations throughout the State AND having the capacity to monitor at individual godown located at various locations throughout the State.

Developing an interactive dashboards, user management, role-based access control, and API integration with WBSWC's in-house ERP system.

Supplying and installing all necessary hardware and devices / equipments, including cameras, DVR / NVRs, compute engines, storage, cabling, networking equipment, control room display panels at warehouse and Central Control Room at WBSWC HQ Office, and any additional infrastructure required for seamless operation.

Ensuring continuous system maintenance, cloud management, and operational support for the entire five-years duration with defined deliverables as per service level agreement.

Initially, the solution will be deployed in the five (5) nos. of warehouses as decided by WBSWC, but will be replicated to additional state wide locations on a pro-rata basis based on the requirement and quality of the implementation by the selected System Integrator / (s) on the same terms and conditions and rates.

The detailed location and capacity of the warehouses(Godowns) is Annexed at [Annexure- X Page '88-91']

At the end of the five-year operational period, the vendor will be required to hand over the entire system, including:

- a) Fully operational source code of the developed software along with database.
- b) Installed hardware and infrastructure in fully operational condition, ensuring future maintainability and scalability.

Furthermore, the analytics platform must be designed to facilitate seamless data exchange with future unified data platforms, such as a state-wide Data Lake, to enhance interoperability and data-driven decision-making across departments.

WBSWC seeks a solution that is scalable, replicable, secure, and AI-driven, ensuring efficiency and transparency in warehouse management and safety.

The selection of vendor will happen through CQCBS (Combined Quality and Cost Based Selection) with the weightage of 70:30 (technical evaluation 70% and financial 30%).

4. Completeness of Bids

- (i) The bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP carefully and conduct due diligence on their own to their satisfaction. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications; and
- (ii) **The response to this RFP should be full, unconditional and complete in all respects.** Failure to furnish the information or document required by the RFP or submission of a bid not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in rejection of the same.
- (iii) The bidders must:
 - Submit all information and documents specified in this RFP;
 - Follow the format of this RFP and respond to each element in the manner as set out in this RFP; and
 - Comply with all requirements as set out in this RFP.

5. Pre-Bid Conference and Clarifications

(i) Pre-bid Conference

- (a) West Bengal State Warehousing Corporation (WBSWC) shall hold a virtual pre-bid conference with the bidders on 3rd July 2025 at 12.30 PM (Conference Hall at 7th Floor, Khadyashree Bhavan, 11A, Mirza Ghalib Street, Kolkata-700087/Virtual).
- (b) The bidders will have to ensure that their queries, if any, for the pre-bid conference should be sent to se.wbswc@gmail.com by 30th June 2025 at 3 PM;
- (c) The queries should necessarily be submitted in the word or excel file in the following format:

| Sl. No. | RFP Document Reference(s) (Clause & Page Number(s)) | Content and description of RFP requiring Clarification(s) | Points of clarification |
|---------|---|---|-------------------------|
|---------|---|---|-------------------------|

| | | | |
|----|--|--|--|
| | | | |
| 1. | | | |

- (d) Any requests for clarifications submitted post the indicated date and time shall not be entertained by the West Bengal State Warehousing Corporation (WBSWC).
- (ii) Responses to Pre-Bid Queries and Issue of Corrigendum/Addendum (if any)
- (a) The West Bengal State Warehousing Corporation (WBSWC) will endeavour to provide timely response to all queries. However, the West Bengal State Warehousing Corporation (WBSWC) neither represents nor warrants as to the completeness or accuracy of any response made in good faith, nor does the West Bengal State Warehousing Corporation (WBSWC) undertake to answer all the queries that have been submitted by the bidders. At any time prior to the last date for receipt of bids, West Bengal State Warehousing Corporation (WBSWC) may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP by a corrigendum or addendum;
- (b) Responses to Pre-Bid Queries and Issue of Corrigendum/Addendum (if any), shall be posted in the website (www.wbtenders.gov.in) & (WBSWC is the Tenders by organisation) and it shall be deemed to have been communicated to all.
- (c) Any such corrigendum/addendum shall be deemed to be incorporated into this RFP and shall form part of the RFP;
- (d) The bidders while submitting the bids should also submit duly digitally signed copy of corrigendum/addendum; and
- (e) In order to provide prospective bidders reasonable time for taking the corrigendum/addendum into account, the West Bengal State Warehousing Corporation (WBSWC) may, at its discretion, extend the last date for the receipt of the bids.

6. Language

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the West Bengal State Warehousing Corporation (WBSWC) shall only be in English.

7. Compliance with Applicable Laws

The bidders shall in addition to the terms and conditions of this RFP have to comply with all applicable laws in India, including acts, ordinances, rules, regulations, bye laws or notifications, orders, circulars, practices and procedures of the Government of India and Government of West Bengal in connection with public tenders generally or the proposed Scope of Work specifically.

8. Accuracy of Information

During evaluation of the bids or even during performance of the Contract, if any information submitted by any bidder including the selected bidders is found to be incorrect, misleading, manufactured or fabricated, the bid of such bidder(s) will be rejected and if the Notification of

Award has already been issued/the Contract has been executed, the Notification of Award shall be cancelled/ Contract shall be terminated (after giving an opportunity of hearing to the selected bidder), without prejudice to any other rights of the West Bengal State Warehousing Corporation (WBSWC).

9. Authorized Representative of the Bidder

Where an individual as a director/principal officer/partner/designated partner, uploads any bid for and on behalf of the bidder, such person shall, upload a copy of the power of attorney and authorization letter authorizing him to act on behalf of the bidder for the purpose of this bid process.

10. Construction of RFP

The statements and explanations contained in the RFP and any addenda or corrigenda thereto are intended to provide a better understanding to the bidders about the RFP and should not be construed or interpreted as limiting in any way or manner the Scope of Work and obligations of the selected bidder set forth in the GCC or the West Bengal State Warehousing Corporation (WBSWC)'s rights to amend, alter, change, supplement or clarify the Scope of Work, the Contract to be awarded pursuant to the bid process or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the West Bengal State Warehousing Corporation (WBSWC).

11. Corrupt Practices

- (i) The West Bengal State Warehousing Corporation (WBSWC) requires bidders to observe the highest standard of ethics during the bidding process and during the Term and Annual Renewal(s), as may be applicable;
- (ii) The West Bengal State Warehousing Corporation (WBSWC) may, if it determines that a bidder has, directly or through an agent, affiliate or associate has engaged in corrupt, fraudulent, coercive or restrictive practices in competing for, or in executing the Contract with the West Bengal State Warehousing Corporation (WBSWC):
 - (a) reject the bidder's proposal; and/ or
 - (b) declare the bidder indefinitely or for a specific period of time, ineligible to participate in any tender/bidding process of the Government of West Bengal and its parastatals; and/ or
 - (c) cancel or terminate the Contract.
- (iii) The West Bengal State Warehousing Corporation (WBSWC) will normally require an agent of the West Bengal State Warehousing Corporation (WBSWC) or any person that the West Bengal State Warehousing Corporation (WBSWC) may designate, to inspect or carry out audits of the bidders' accounting records and financial statements in connection with the bidding process.

12. Blacklisting

In order to be eligible for the bid, the bidder shall not be barred or blacklisted from participating in any assignment or project or shall not have any pending disputes with the Government of West Bengal, Government of India, any other State Government and/ or any

Departments/ Public Sector Undertaking in India which continues as on the date of submission of its bid.

13. Anti-Collusion

- (i) The West Bengal State Warehousing Corporation (WBSWC) reserves the right at its discretion to report suspected collusive or anti-competitive conduct by bidders to the appropriate regulatory authority and to provide the authority with all relevant information in relation to the same;
- (ii) The bidder warrants that the bid has been prepared and submitted without any consultation, communication, contract, arrangement or understanding with any competitor, other than:
 - (a) Where the bidder and a competitor have an agreement that has been authorized by the relevant competition authority; and
 - (b) Where the supplier/bidder has communicated with a competitor for the purpose of subcontracting a portion of the tender and where the communication with that competitor is limited to the information required to facilitate the particular subcontract.

In such a situation the bidder agrees to fully disclose the full nature and extent of any agreements with competitors to the West Bengal State Warehousing Corporation (WBSWC).

- (iii) In the event that no such disclosure is made, the bidder warrants that their bid has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor regarding:
 - (a) Prices;
 - (b) Methods, factors or formulas used to calculate prices;
 - (c) The intention or decision to submit, or not submit, a bid;
 - (d) The submission of a bid that is non-conforming;
 - (e) The quality, quantity, specifications or Delivery Schedule of the Deliverables; and
 - (f) The terms of the bid.
- (iv) The bidders must indicate if it or any person associated with their bid including directors and senior management, are or have ever been subject to proceedings related to anti-competitive conduct domestically or overseas. The information must include:
 - (a) The names of the parties to the proceedings;
 - (b) The case number;
 - (c) The general nature of the proceedings; and
 - (d) The outcome or current status of the proceedings.

14. Conflict of Interest

The West Bengal State Warehousing Corporation (WBSWC) considers a conflict of interest to be a situation in which a party has an interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws, and that such conflict of interest may contribute to or constitute a prohibited practice by the West Bengal State Warehousing Corporation (WBSWC) which requires that bidders, suppliers, and contractors under contracts with the West Bengal State Warehousing

Corporation (WBSWC), observe the highest standard of ethics and will take appropriate actions if it determines that a conflict of interest has flawed the integrity of the bidding process. Consequently, all bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- (i) they have promoters/ controlling shareholders/ partners/ designated partners/ management in common;
- (ii) they receive or have received any direct or indirect subsidy or financial grant or financial assistance from any of them;
- (iii) they have the same legal representative for purposes of this bid; or
- (iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the West Bengal State Warehousing Corporation (WBSWC) regarding this bidding process.

15. Preparation and Submission of Bids

The bidders are responsible for registration on the e-procurement portal (www.wbtenders.gov.in) (“Portal”) at their own cost. The bidders are advised to thoroughly go through all the e-procurement guidelines and instructions, as provided on the Portal and accordingly submit the bid. The West Bengal State Warehousing Corporation (WBSWC) shall not be liable for the failure of any bidder to comply with guidelines and instructions provided on the Portal. The bidder shall submit the proposals online through the Portal as described below:

- (i) **Technical Proposal** – Scanned copy (in PDF format) of Technical Proposal digitally signed and upload
- (ii) **Financial Proposal** – Financial Proposal as per the BOQ provided in this E-TENDER PORTAL and upload
- (iii) Following are certain key considerations to be kept in mind by the bidder while submitting the bid:
 - (i) Proposals that are incomplete or not in prescribed format shall be rejected;
 - (ii) Conditional proposals shall not be accepted on any ground and shall be rejected;
 - (iii) If any clarification is required, the same should be obtained before submission of the bids as per Clause 5 (Pre-Bid Conference and Clarifications) of ITB;
 - (iv) The bidders are advised to upload the proposals well before time to avoid last minute issues, and bids uploaded after due date and time shall not be accepted;
 - (v) Only **.pdf** files can be uploaded as part of the bid documents; and
 - (vi) No physical submission of bids would be acceptable.

16. Earnest Money Deposit

- (i) The bidders shall submit, along with their bids, EMD of INR 2,00,000/- (Indian Rupees Two Lakhs) only online submission of EMD(Earnest Money Deposit) through Net Banking (any of the Banks listed in the ICICI bank payment gateway). In case of payment through ICICI payment gateway. ICICI bank NEFT/RTGS will also be valid as per

Memorandum No. 3975-F(Y) dated-28.07.2016 of Finance department, Govt. Of WB. Bid/Financial Bid as per Tender time schedule started in serial No. '15' of Page No. '8'. The document submitted by the Bidders should be properly in indexed & Self attested with seal.

- (ii) In the case of selected bidder, the EMD will be refunded upon submission of PBG;
- (iii) EMD of all unselected bidders would be refunded by the West Bengal State Warehousing Corporation (WBSWC) within 30 (thirty) business days from the date of Notification of Award;
- (iv) EMD of the technically qualified bidders, other than that of the L1, L2, and L3 bidders, will be refunded to the respective bidders' bank accounts from which they made the payment. However, the EMD of L2 & L3 bidder will not be refunded till the LOI process is successful.
- (v) The EMD shall bear no interest and will be refundable to the unselected bidders without any accrued interest on it; and
- (vi) The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity; or
 - If a bidder breaches the terms and conditions of this RFP; or
 - If the selected bidder fails to furnish the PBG; or
 - If the selected bidder fails to sign the Contract in accordance with this RFP.

17. Bid Validity

The bid must be valid for 180 (one hundred and eighty) days from the submission due date of the bid as mentioned in this RFP or subsequent corrigendum or addendum (if any). However, the West Bengal State Warehousing Corporation (WBSWC) may extend this period, subject to bidder's acceptance.

18. Cost and Currency

The offer of the bidders must be given in Indian Rupees only. The price will remain fixed for the Term and Annual Renewal(s), as may be applicable, and no changes will be allowed. The bidders shall bear all the costs associated with the preparation and submission of its bid, and the West Bengal State Warehousing Corporation (WBSWC) will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

19. Interpretation of the clauses in the RFP

In case of any ambiguity in the interpretation of any of the clauses in the RFP, the West Bengal State Warehousing Corporation (WBSWC)'s interpretation of the clauses shall be final and binding on the bidder. The decision taken by the West Bengal State Warehousing Corporation (WBSWC) in the process of tender evaluation will be full and final.

20. Amendment of RFP

At any time prior to the deadline for submission of bids, the West Bengal State Warehousing Corporation (WBSWC) for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by way of an

amendment or addition. Any such communication shall be posted on website and bidders are requested to visit the Portal for updates and modifications.

21. Deviations

The bidder shall not be allowed to make any deviation whatsoever from the terms and conditions and Technical Specifications specified in the RFP. All the bidders should submit a 'Declaration of No Deviation' as per the format given in **Annexure III** of Section V.

22. Instructions for submission of bids on e-Procurement Portal

- (i) Intending bidders can search and download tender documents electronically by logging on to the Portal using the Digital Signature Certificates. This is the only mode of collection of tender documents;
- (ii) The RFP including any corrigendum or addendum, if applicable, should be digitally signed by the authorized signatory of the bidder with seal of the entity affixed below, confirming that the tender document has been read and understood. Any corrections or overwriting should also be duly countersigned. An authorization letter empowering the representative of the bidder has to be submitted as per the format given in **Annexure IV** of Section V;
- (iii) Click the check boxes beside the necessary documents in the "My Documents List". Next, click the tab "Click to Encrypt and upload" and then click the relevant Folders to upload the all documents in the manner as provided in **Annexure V** of Section V; and
- (iv) The Financial Proposal should contain the Bill of Quantities ("**BOQ**") in a separate and distinct folder as per the format provided in e-tender portal.

23. Eligibility Criteria and Documents to be Submitted in Support of Bid

| Sl. No. | Eligibility Criteria | Documents to be provided |
|---------|--|---|
| 1. | <p>The bidder must be a company or Limited Liability Partnership registered for a minimum of five (5) years, with its registered office in India and a functional established work office in West Bengal.</p> <p>The company must also be GST registered in West Bengal.</p> <p>Additionally, the bidder must be incorporated or registered under the relevant legal framework, including but not limited to:</p> <ul style="list-style-type: none"> •The Indian Companies Act, 1956 •The Indian Companies Act, 2013 <p>Furthermore, the Object Clause in the company's Memorandum of Association (MoA) must explicitly mention the <u>provision of the subject services</u>.</p> | <p>Certificate of Incorporation or Registration Certificate, as may be applicable.</p> <p>Memorandum of Association and Articles of Association.</p> <p>Please attach self-attested copy of above Certificates / Documents.</p> |

| Sl. No. | Eligibility Criteria | Documents to be provided |
|---------|--|---|
| 2. | A Board Resolution certified by the CEO, MD, or a Company Director of the bidder, or a Power of Attorney issued by the CEO / MD / Director in favor of the Authorized Signatory (If different from Directors) representing the bidder. | Please attach Original Power of Attorney or certified copy of the board Resolution |
| 3. | The bidder must have experience in providing services to the Government of India, State Governments, or Public Sector Undertakings (PSUs) in the areas of Software Development, Management Information Systems (MIS), Artificial Intelligence (AI) & Data Analytics, Maintenance & Cloud Management, and System Integration. | Please provide copy of work order & completion certificate along with detailed name of contact person email mobile / telephone of the representative of the client) regarding the Organizations to whom services were provided. |
| 4. | The bidder must have a minimum average annual turnover of ₹ 2 crore over the last three financial years (2022-2023, 2023-2024, and 2024-2025) in the domains of Software Development & Maintenance, Cloud Management, and System Integration & positive net worth. | Turnover Certificate issued by a Chartered Accountant along with relevant applicable mandatory financial documents for FY (2022-2023, 2023-2024, 2024-2025) |
| 5. | PAN (Permanent account number) details | Please attach self-attested photocopy of PAN |
| 6. | Bidder should have representative office & GSTIN registered in West Bengal | Please attach self-attested photocopy of GSTIN Certificate with WB Address |
| 7. | The bidder must have been assessed and certified for CMMi Level3 or ISO 56001 or ISO 20000-1 or ISO 27001 and ISO 9001 | Please attached the valid copy of certification. |
| 8. | The bidder must not have been blacklisted by any government of India entity, State Government Entity or PSUs. Additionally, the bidder must also not be under any legal action, nor have been declared ineligible by the Government of India due to unsatisfactory performance, corrupt, fraudulent, coercive, or restrictive | Please attach declaration from Authorized Signatory on the Bidder's Business Letter-head Notarized Affidavit on Non-Judicial Stamp Paper of INR 100 as per the format provided in Annexure VIII of Section V. |

| Sl. No. | Eligibility Criteria | Documents to be provided |
|---------|--|--------------------------|
| | <p>practices, or any other unlawful or unethical business activities with any Central/State Government Ministry, Department, PSU, Statutory Body, or Government Company in the last three (3) years.</p> <p>Furthermore, the bidder must not have been declared bankrupt/insolvent or have filed for bankruptcy/insolvency in the past five (5) years, nor should they be in the process of being declared bankrupt/insolvent before any designated authority.</p> | |

24. Tender Opening

- (i) The bid opening shall take place through the Portal. Online bids submitted along with the EMD shall be considered for bid opening as per the timelines mentioned in the RFP;
- (ii) In case EMD is not received as per the timeline mentioned in the RFP, the bid submitted in the Portal shall be rejected; and
- (iii) During bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required EMD has been furnished and whether the bids are generally in order. Bids not conforming to such preliminary requirement will be *prima facie* rejected.

25. Tender Evaluation

The Tender Evaluation Committee (“TEC”) of the West Bengal State Warehousing Corporation (WBSWC) shall evaluate the Technical Proposals and Financial Proposals as per the following process:

- (i) The Tender Evaluation Committee will evaluate and compare the bids that have been determined to be substantially responsive;
- (ii) The TEC shall review the Technical Proposal along with Eligibility Criteria. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, TEC may, at its discretion, ask any bidder for a clarification of its bid;
- (iii) The Technical Proposal for only those bidders who have been found to be in compliance with the Eligibility Criteria mentioned above would be considered by the West Bengal State Warehousing Corporation (WBSWC) for further evaluation and called for presentation on a specified date.
- (iv) Technically qualified bidders shall be required to give presentation(s) on the concept, methodology, proposed specifications of hardware, implementation model and proposed application software, storage, control centre, maintenance team and monitoring, etc. covering all the requirements of the Scope of the Work mentioned in Part-II of Section-III.
- (v) The bidders will be awarded marks on the eligibility criteria and presentation.

- (vi) The highest scoring five bidders with a minimum technical score of 60% in Round 1 of the technical evaluation stage shall be eligible for invitation to participate in the Proof Concept Round (Round 2).
- (vii) The bidders whose presentation and POC / Pilot Implementation will be found as per requirements of West Bengal State Warehousing Corporation (WBSWC) in terms of the concept, methodology, proposed specifications of hardware, implementation model and proposed application software, storage, control centre, maintenance team and monitoring, etc. that the bidder proposes to deploy in the warehouse covering all the requirements of the Scope of the Work mentioned in Part-II of Section-III, shall be awarded marks for Round 2 of the technical evaluation.
- (viii) The highest scoring five bidders with a minimum technical score of 60% in Round 1 & 2 of the technical evaluation stage shall be eligible for opening of their financial bid.
- (ix) To assist in the scrutiny, evaluation and comparison of offer, the West Bengal State Warehousing Corporation (WBSWC) may, as its discretion, ask some or all the bidders for clarification of their bid on any of the points mentioned therein and the same may be sent through e-mail. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by West Bengal State Warehousing Corporation (WBSWC) at the time of evaluation of the bids.

26. Technical Qualification Criteria

Proposals will be evaluated based on the Combined Quality and Cost-Based Selection (CQCBS) model, with the following weightage:

| S.No. | Particulars | Document/ Information to be provide by bidder | Marking |
|-------|---|--|----------|
| 1 | <p>1.1 Bidders Experience</p> <p>Company is in business for -</p> <p>a) more than 5 yrs and less than 10 yrs = 1 marks</p> <p>b) more than 10 Yrs = 2 marks</p> <p>Average Turnover of last three years-</p> <ul style="list-style-type: none"> . Between 2 Cr to 5 Cr = 1 marks . More than 5 Cr = 2 marks <p>1.2 Government Project Experience of Software Development/MIS/AI & Computer Vision/Analytics during last five financial years-</p> | <p>Any relevant document to prove that the bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.</p> <p>Turnover Certificate issued by a Chartered Accountant along with relevant applicable mandatory financial documents</p> <p>Agreement copy/ Work order and completion certificates · issued from competent authority clearly</p> | 10 Marks |

| | | | |
|---|---|---|----------|
| | <ul style="list-style-type: none"> . At least Single Order of 80 lakh or two orders of 60 lakh each or 3 orders of 50 lakh each = 1 marks . At least two orders of 80 lakh each & above or four orders of 60 lakh each or 6 orders of 50 lakh each = 2marks <p>1.3 Experience in implementing food grains warehouses monitoring using AI & CCTVs-</p> <ul style="list-style-type: none"> c. At least Single Order of 80 lakh each or two orders of 60 lakh each or 3 orders of 50 lakh each= 1 marks c. At least two orders of 80 lakh each & above or four orders of 60 lakh each or 6 orders of 50 lakh each = 2 marks <p>1.4 Government Project Experience of MeitY Empanelled or state Cloud Management & application support/maintenance during last five years-</p> <ul style="list-style-type: none"> e. At least Single Order of 80 lakh each or two orders of 60 lakh each or 3 orders of 50 lakh each = 1 marks e. At least single orders of more than 80 lakh each or above or two orders of 60 lakh each or three orders of 50 lakh each = 2 marks | <p>indicating the required criteria.</p> <p>In the completion certificate it should be clearly stated that the work has been completed satisfactorily and no penal action has been initiated against the bidder.</p> <p>Payment certificate shall not be treated as a criteria.</p> <p>Agreement copy/ Work order and completion certificates issued from competent authority clearly indicating the required criteria.</p> <p>In the completion certificate it should be clearly stated that the work has been completed satisfactorily and no penal action has been initiated against the bidder.</p> <p>Payment certificate shall not be treated as a criteria.</p> <p>Agreement copy/ Work order and completion certificates issued from competent authority clearly indicating the required criteria.</p> <p>In the completion certificate it should be clearly stated that the work has been completed satisfactorily and no penal action has been initiated against the bidder.</p> <p>Payment certificate shall not be treated as a criteria.</p> | |
| 2 | A write up on the proposed strategy, system architecture, and innovation in AI & Computer Vision implementation. 10 Marks | Approach and Methodology. | 10 Marks |

| 3 | <p>Proposed CCTVs, Hardwares, Accessories & Cloud Platform specifications :</p> <p>ALL Cameras shall be STQC Certified & shall have Support Centre in Kolkata, West Bengal</p> | | | 25 Marks |
|--------|--|---|---|-------------|
| Sr. No | Item | Spec/Quality | Marks | |
| 1 | Dome Camera (Motorized) | Minimum 2 MP | 2 MP <&< 4MP = 1 Marks 4MP & Above = 2 Marks | |
| 2 | Bullet Camera (Motorized) | Minimum 5 MP | 5 MP <&< 8MP = 1 Marks 8 MP & Above = 2 Marks | |
| 3 | ANPR Camera with IR Illuminator | Minimum 3 MP | 2 MP <&< 4MP = 1 Marks 4MP & Above = 2 Marks | |
| 4 | Camera | Make: | Pelco/InfinoVA/Honeywell = 3 Marks & Other Camera = 1 Marks | |
| 5 | NVR | Minimum 16 channel NVR with 8 ports | 16 channel <&< 32 Channel = 1 Marks 32 Channel & Above = 2 Marks | |
| 6 | Networking Equipment, Switches & Rack | At Least 4 port POE Switch & Cat 6 cable | 4 port POE <&< 8 port = 1 Marks 8 port & above = 2 Marks | |
| 7 | On premise System with GPU | Linux Os Minimum intel core i5-12500 with 16 GB of RAM | Core i5-12500 or better , 16 GB RAM & HDD for OS and DB minimum RPM 7200 or better = 1 Marks Intel Xeon E2324G or better & 16 GB RAM & HDD for OS & DB minimum RPM 7200 or better = 2 Marks Intel Xeon E2378 & 32 GB RAM & HDD for OS & DB minimum RPM 7200 or better = 3 Marks | |

| | | | | | |
|---|---|---|---|---|---------|
| | 8 | Local Storage | Minimum 24 TB | 24 TB <&< 40 TB = 1Marks 40TB & Above =2 Marks | |
| | 9 | Cloud Compute &Storage | CSP company must have its data centre in India and the vendor will use all virtual instances in the Indian region. It must be empanelled by MeitY | AWS = 3 Marks Azure, Google, Oracle = 2 Marks Any other Meity empanelled = 1Marks | |
| | 10 | Control room display panels at warehouse and Central Control Room at WBSWC HQ Office for monitoring by security staff and officials | Minimum 42 inch monitor with 1920*1080 resolution | 42 inch =1Marks Above 42 inch = 2 Marks | |
| | 11 | LED Monitor | Make: | Sony = 2 Marks LG/Samsung/Panasonic = 1Marks | |
| 4 | Certificate: Any CMMI Level 3 &above and ISO 56001 (Innovation Compliance) and ISO 20000-1= 5 marks ISO 27001& ISO 9001 and ISO 56001 (Innovation Compliance) and ISO 20000-1: 4 marks Any CMMI Level 3 & | | Copy of the valid ISO Certificate in IT services issued from the accreditation organization | | 5 Marks |

| | | | |
|---|--|---|----------|
| | <p>above and ISO 56001 (Innovation Compliance)= 3 marks</p> <p>ISO 27001& ISO 9001 and ISO 56001 (Innovation Compliance)= 2 marks</p> <p>Any CMMI Level 3 and above and ISO 20000-1=2 marks</p> <p>ISO 27001& ISO 9001 and ISO 20000-1= 2 marks</p> <p>CMMI Level 3 & above or ISO 27001 and ISO 9001 or ISO 56001 or ISO 20000-1= 1marks</p> | | |
| 5 | Technical Presentation of the whole proposed solution | <p>Presentation on the concept, methodology, proposed specifications of hardware, implementation model and proposed application software, storage, control centre, maintenance team and monitoring, etc., Architecture, Prototype and system deployment architecture in the cloud covering all the requirements of the Scope of the Work mentioned in Part-II of Section-III. Demonstration of the Proposed Solution.</p> | 10 Marks |
| 6 | Proof of Concept | <p>Vendors will be required to conduct a Proof of Concept (POC) / Pilot Implementation demonstrating real-time monitoring, anomaly detection, and integration capabilities before the final selection in the given godown by installation and making operational covering all the requirements of the Scope of the Work mentioned in Part-II of Section-III.</p> <p>POC marking would be done on the following criteria and (evaluated during last 15 days data with warehouse physical records)</p> <p>A bidder has to obtain minimum qualifying marks of 24 for POC.</p> <p>1. User Friendliness of centralised MIS deployed on cloud with exhaustive reports marks (10 marks)</p> | 40 Marks |

| | | | |
|--|--|---|--|
| | | <ul style="list-style-type: none"> . Based on open source tech and deployable on any cloud and ready for code sharing = 10 marks . Vendor locked and no code sharing =2 marks <p>2. Accuracy of vehicle entry and exit (10 marks)</p> <ul style="list-style-type: none"> • (98-99% = 6 marks, • Above 99% 10 marks <p>3. Weight from the weigh bridge either using display capture or IOT integration (5 marks)</p> <ul style="list-style-type: none"> . (98-99% = 3 marks, . Above 99% = 5 marks <p>4. Warehouse Inventory Records (No of Boras) using CCTV & AI on warehouse gates (5 marks)</p> <ul style="list-style-type: none"> . (98-99% = 3 marks . Above 99% 5 marks <p>5. Vehicle Wise In / Out counting of Boras / packets (5 marks)</p> <ul style="list-style-type: none"> . Accuracy 98-99% = 3 marks . Above 99% 5 marks <p>6. Alert on Intrusion Detection (5 marks)</p> <ul style="list-style-type: none"> . Accuracy 98-99% = 3 marks . Above 99% = 5 marks | |
|--|--|---|--|

Note to Bidders:

The West Bengal State Warehousing Corporation (WBSWC)'s authorized representatives reserves the right to visit bidders' client(s) or conduct telephonic verification where such a similar project has been executed.

27. Financial Criteria and Evaluation

- (i) The bidders will be required to quote a consolidated price bid towards the cost of all the Deliverables specified in this RFP;
- (ii) The FINANCIAL OFFER of the prospective tenderer will be considered / opened only if the TECHNICAL BID, Presentation of the tenderer and POC / Pilot Implementation &

Results Observation is found qualified by the 'Bid Evaluation Committee (BEC)' formed by West Bengal State Warehousing Corporation (WBSWC).

- (iii) The Financial Proposal shall include all applicable rates, levies, taxes, cess and other statutory duties and impositions of whatsoever and howsoever nature, save and except GST;
- (iv) The Financial Proposal shall be in Indian Rupees and no additional payment shall be made to the selected bidder over and above the bid price, save and except GST;
- (v) Any conditional bid will be rejected;
- (vi) If there is any discrepancy between words and figures, the amount in words will prevail; and
- (vii) If there is no price quoted, the bid shall be declared as disqualified.

28. Selection of the Bidder

This bid is designed for Combined Quality cum Cost-Based Selection (CQCBS). Combined Quality cum Cost-Based Selection (CQCBS) is a procurement method used to evaluate bids based on a combination of technical merit (quality) and financial competitiveness (cost). This method ensures that the best value for money is achieved, balancing both quality and affordability.

- (i) **The bidder who attains the Highest Score in CQCBS method shall be termed as the H1 bidder. The H1 bidder shall be selected for award of the contract;**
- (ii) The rate quoted by the H1 bidder shall be considered as the contractual rate for award of contract;
- (iii) If the Highest final CQCBS score is tie between two or more bidders, then the bidder getting more marks in technical bid will be selected. If the technical marks and financial marks both are equal, then work may be distributed equally among the bidders at the discretion of WBSWC. (G.O. No. 2320-F(Y) dated 7.6.2022)
- (iv) However, if H1 bidder fails to comply with the post selection formalities and terms and conditions before award of contract then WBSWC may at its discretion and in the interest of competition, public interest and expeditious implementation requirements, award the contract to H2 bidders at the same terms and conditions as applicable to H1 bidder. However, if the rate quoted by the H2 bidder is lower than the rate quoted by the H1 bidder, the H2 bidder shall have to take up the work at the rate quoted by the H2 bidder itself.

1. Evaluation Criteria in CQCBS

A. Technical Evaluation (Weightage: 70%)

Bidders are assessed based on their technical competence, experience, methodology, product quality and team expertise.

The technical evaluation will be done in two Rounds based upon the following technical qualification and criteria /parameters :-

Round 1:-

The evaluation for Round 1 will be on 60 marks

1. **Bidder's Experience** : Experience in relevant projects (Government /PSUs/)
2. **Proposed Solution** : Approach, methodology, and technical architecture
3. **Proposed Hardware Quality** in line with BOQ items
4. **Certifications** ISO 9001, ISO 27001, ISO 20000-1 , ISO 56000, CMMI Level 3 and above etc.
5. **Technical Presentation of the whole proposed solution**

The highest scoring five bidders with a minimum technical score of 60% in Round 1 shall be eligible for participation in Round 2

Round 2 :-

The evaluation for Round 2 will be on 40 marks.

1. POC / Pilot Implementation & Results based upon Observation of the 10th Week. (From the date of issue of letter from department for Pilot)

Final technical score would be given after observation of POC / pilot implementation. The final technical score of any bidder shall be based upon the scores obtained in Round 1 and Round 2.

B. Financial Evaluation (Weightage: 30%)

- (i) Only the financial bid of highest scoring 5 bidders of Round 1 in Technical evaluation as stated at Para 26 (A) above shall be technically qualified bidders and they shall proceed to the financial evaluation.
- (ii) The financial score is calculated using the Lowest Cost Method, where the lowest bid (L_1) gets the highest score. The lowest cost of a bid shall be the summation of the rates quoted by the bidder in BOQ.

Formula for Financial Score (FS):

For example, if:

- **Lowest bid (L_1) = ₹1 crore**
- **Bidder's bid = ₹1.2 crore**

Then financial score of the bidder = $(1 / 1.2) \times 100 = 83.33$

2. Final QCBS Score Calculation

The final QCBS score (S) is determined using the weightage formula:

Where:

- **T_w = Technical Weightage (e.g., 70%)**
- **F_w = Financial Weightage (e.g., 30%)**

Highest final QCBS score: On the basis of the combined weighted score for Technical Evaluation and Financial Evaluation, the bidder shall be ranked in terms of the total score obtained. The bidder obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the bidder securing lesser marks as H-2, H-3 etc. The bidder securing the highest combined marks and ranked H-1 will be recommended for award of contract.

An example for evaluation is given below:

10 bidders participated in the bidding process and they get the following scores in the Round 1 of technical evaluation Stage:

Round 1 Tabulation:

| Bidder | B1 | B2 | B3 | B4 | B5 | B6 | B7 |
|---|--------|--------|--------|--------|--------|--------|--------|
| Score (Max marks = 60) | 48/60 | 54/60 | 51/60 | 36/60 | 42/60 | 33/60 | 35/60 |
| Passed or Failed (60% is the passing marks) | Passed | Passed | Passed | Passed | Passed | Failed | Failed |

The bidders who passed in the Round 1 are technically eligible and they shall proceed to Round 2 of technical evaluation. In Round 2 the bidders got the following marks:

Round 2 Tabulation:

| Bidder | B1 | B2 | B3 | B4 | B5 |
|------------------------|-------|-------|-------|-------|-------|
| Score (Max marks = 40) | 20/40 | 18/40 | 12/40 | 22/40 | 16/40 |

The combined technical score of the technically qualified bidders in Round 1 & Round 2 are as follows:-

| Bidder | B1 | B2 | B3 | B4 | B5 |
|--|----|----|----|----|----|
| Round 1 | 48 | 54 | 51 | 36 | 42 |
| Round 2 | 20 | 18 | 12 | 22 | 16 |
| Total marks obtained in technical evaluation (Max marks = 100) | 68 | 72 | 63 | 58 | 58 |

| | | | | | |
|--|------|------|------|------|------|
| Marks to be considered for CQCBS (70% weightage) | 47.6 | 50.4 | 44.1 | 40.6 | 40.6 |
|--|------|------|------|------|------|

Financial Evaluation:

The financial bids of all the five bidders (B1 to B5) were opened and the following Quoted cost were obtained:-

| Bidder | B1 | B2 | B3 | B4 | B5 |
|--|-------------------------|-------------------------|-------------------------|-----------------------|-------------------------|
| Quoted Cost (In Rs.) | 120 | 130 | 110 | 100 (L1) | 105 (L1) |
| Financial Score (FS) | $(100/120)*100 = 83.33$ | $(100/130)*100 = 76.92$ | $(100/110)*100 = 90.90$ | $(100/100)*100 = 100$ | $(100/105)*100 = 95.23$ |
| Marks to be considered for CQCBS (30% weightage (Rounded off to one decimal places)) | 25 | 23.1 | 27.3 | 30 | 28.6 |

After evaluation of the financial proposal the combined score for CQCBS shall be as follows:-

| Bidder | B1 | B2 | B3 | B4 | B5 |
|--|------|------|------|------|------|
| Marks obtained in technical evaluation | 47.6 | 50.4 | 44.1 | 40.6 | 40.6 |
| Marks obtained in Financial evaluation | 25 | 23.1 | 27.3 | 30 | 28.6 |
| Combined Marks | 72.6 | 73.5 | 71.4 | 70.6 | 69.2 |
| Rank | H2 | H1 | H3 | H4 | H5 |

Proposal of bidder B2 at the quoted cost of Rs.130 is selected and recommended for the award of the contract as B2 has been found to have scored the H1 rank based upon QCBS based method.

3. Advantages of QCBS in Bid Selection

- I. Ensures selection of **high-quality vendors** rather than just the lowest bidder.
- II. Encourages **innovation and advanced technology solutions**.
- III. Ensures **long-term value** by balancing cost and quality.
- IV. Reduces risks of poor performance by selecting **technically competent** vendors.

Notification of Award

- (i) The selected bidder will be notified of the award by the West Bengal State Warehousing Corporation (WBSWC) ("**Notification of Award**") prior to expiry of the Bid Validity period by uploading such information on the Portal or by e-mail.
- (ii) Until the Contract is executed, the Notification of Award shall constitute a binding direction on the selected bidder to perform the obligations as may be directed by the West Bengal State Warehousing Corporation (WBSWC).

29. Performance Bank Guarantee

Within 7 (seven) business days of the receipt of Notification of Award from the West Bengal State Warehousing Corporation (WBSWC), the selected bidder shall furnish the PBG of an amount equivalent to 10% (ten percent) of the Annual Contract Fee in the form of a bank guarantee and in accordance with the terms of the RFP and GCC, issued by any scheduled nationalized bank drawn in favour of "**Superintending Engineer, West Bengal State Warehousing Corporation**", payable at Kolkata, in the form as specified in **Annexure IX** of Section V. Such bank guarantee towards the PBG shall remain valid, enforceable and in full force for the Term and Annual Renewal(s), as may be applicable and also a further period of 180 (one hundred eighty) days after the termination or expiry of the Contract (post the Term and Annual Renewal(s), as may be applicable).

30. Execution of Contract

Promptly after receipt of the PBG from the selected bidder, the West Bengal State Warehousing Corporation (WBSWC) shall send to the selected bidder, the Contract to be executed. Each page of the Contract should be signed by the Secretary, West Bengal State Warehousing Corporation (WBSWC) and the selected bidder's authorized signatory. If there are any corrections, cuttings, omissions, over writings, insertions, etc. (after issue of Contract) the same shall be clearly mentioned on each page of the Contract before signing and at the place of any such correction(s) or modification(s), the Parties will have to counter sign against the same. Within 3 (three) days of receipt of the Contract from the West Bengal State Warehousing Corporation (WBSWC), the selected bidder shall sign and date the Contract and return it to the West Bengal State Warehousing Corporation (WBSWC).

31. Change in Scope of Work

- (i) The West Bengal State Warehousing Corporation (WBSWC) may at any time at its convenience, change or modify the requirement of software, both web and the client application based on the prevailing Government policy/ West Bengal State Warehousing Corporation (WBSWC);

- (ii) The SI shall implement the change in Scope of Work as per the Delivery Schedule or as may be directed by the West Bengal State Warehousing Corporation (WBSWC).
- (iii) Initially, the solution will be deployed in five (5) warehouse, but will be replicated to additional state wide locations on a pro-rata basis based on the requirement and quality of the implementation by the selected System Integrator / (s) on the same terms and conditions and rates.
- (iv) However, in case WBSWC feels that the H1 bidder is unable to perform satisfactorily or technically incompetent during the period of contract or could not perform satisfactorily due to insolvency/dissolution of the company/takeover or absorption by another commercial entity etc. WBSWC reserves the right to offer the contract for the balance period of the contract to H2 bidder at the rate quoted by H1 bidder or H2 bidder whichever is lower and on the same terms and conditions as applicable to H1 bidder in public interest and expeditious implementation requirements.
- (v) The detailed location and capacity of the warehouses is Annexed at [Annexure- X Enclosed, Page 88-91]

32. Failure to Agree with the Terms and Conditions of the RFP / Contract

The failure on part of the selected bidder/ SI to agree and comply with the terms and conditions of the RFP/ Award/the Contract shall constitute sufficient grounds for the rejection of the bidder's proposal or non-award of contract to the selected bidder or termination of the Contract executed with the SI, as the case may be. In such an event the West Bengal State Warehousing Corporation (WBSWC) shall be entitled to forfeit the EMD or PBG, as applicable,

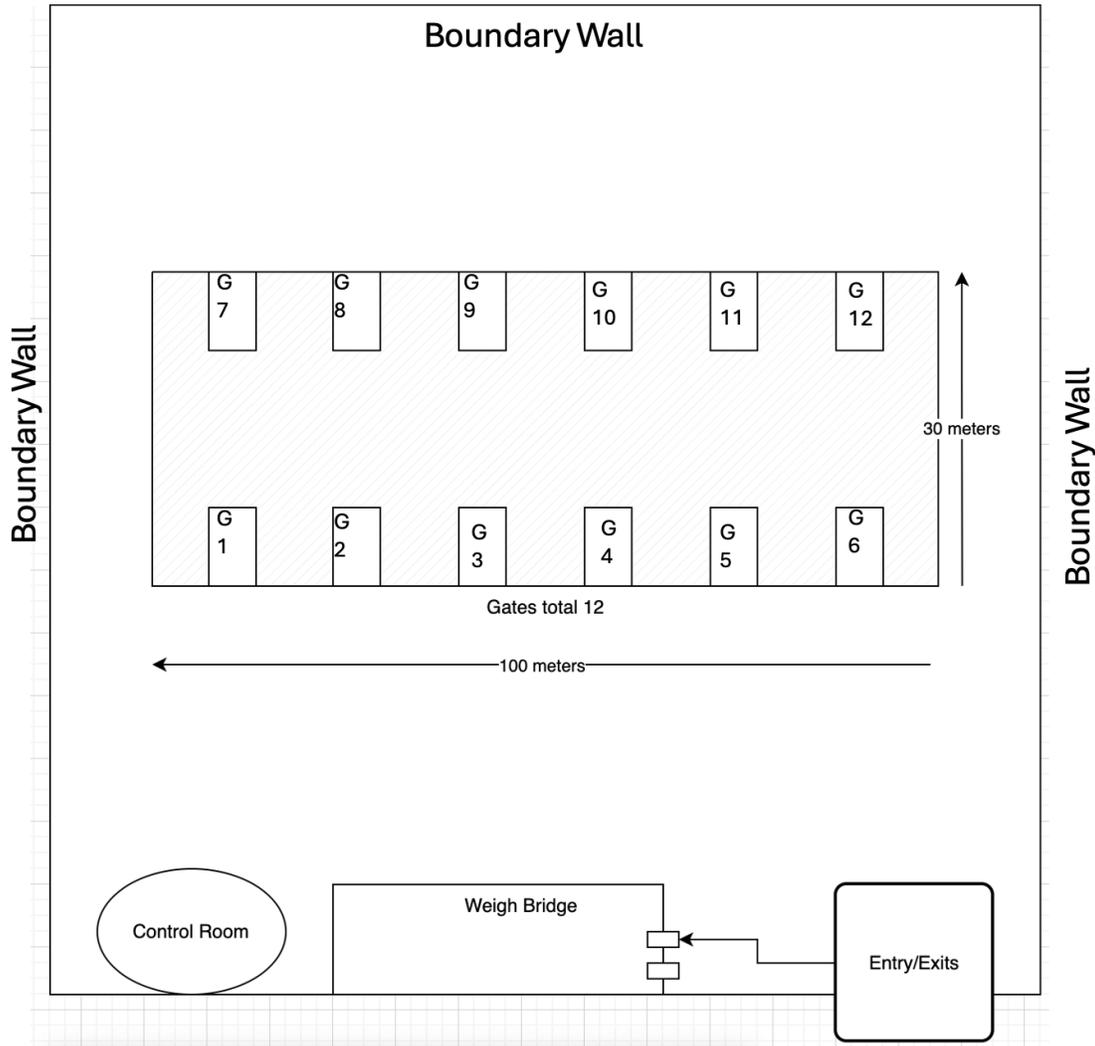
In that case after termination of H1 bidder WBSWC may at its discretion call for new bids or reserves the right to offer the contract for the balance period of the contract to H2 bidder at the rate quoted by H1 bidder or H2 bidder whichever is lower and on the same terms and conditions as applicable to H1 bidder in public interest and expeditious implementation requirements.

SECTION - III

PROJECT OVERVIEW AND SCOPE OF WORK

I. Introduction

Warehouse Details: Following is the typical layout of the warehouse which monitoring is required. However, the layout may change in different locations depending upon the capacity of the warehouse, location, etc.



This warehouse is located throughout the State of West Bengal and features one entry exit gate with 12 godown/warehouse gates. The Godown Hall measures 100 meters in length and 30 meters in width. The scope of work for any vendor regarding this warehouse is outlined as follows.

- (i) Developing a complete software solution for centralized monitoring of WBSWC warehouses, including interactive dashboards, user management, role-based access control, and API integration with WBSWC's in-house ERP system for a period of 5 years as detailed in this RFP document.
- (ii) Developing a mobile App based software solution for monitoring of WBSWC warehouses, role-based access control for role based viewing and monitoring.

- (iii) Supplying and installing all necessary hardware / equipment & devices, including cameras, DVRs, compute engines, storage, networking equipment, control room display panels at warehouse and Central Control Room at WBSWC HQ Office, and any additional infrastructure required for seamless operation.
- (iv) Ensuring continuous system maintenance, cloud management, and operational support as per service level agreement for the entire five-years duration or extended period, if any.
- (v) Initially, the solution will be deployed in five (5) warehouse, but will be replicated to additional state wide locations on a pro-rata basis based on the requirement and quality of the implementation by the selected System Integrator / (s) on the same terms and conditions and rates.
- (vi) However, in case WBSWC feels that the H1 bidder is unable to perform satisfactorily or technically incompetent during the period of contract or could not perform satisfactorily due to insolvency/dissolution of the company/takeover or absorption by another commercial entity etc. WBSWC reserves the right to offer the contract for the balance period of the contract to H2 bidder at the rate quoted by H1 bidder or H2 bidder whichever is lower and on the same terms and conditions as applicable to H1 bidder in public interest and expeditious implementation requirements.
- (vii) At the end of the five-year operational period, the vendor will be required to hand over the entire system, including:
 - Fully operational source code of the developed software.
 - Installed hardware and infrastructure, ensuring future maintainability and scalability.
- (viii) Furthermore, the analytics platform must be designed to facilitate seamless data exchange with future unified data platforms, such as a state-wide Data Lake, to enhance interoperability and data-driven decision-making across departments.
- (ix) There shall be scope for development of 100 MIS both in excel, pdf and html View (webpage) format.
- (x) WBSWC seeks a solution that is scalable, secure, and AI-driven, ensuring efficiency and transparency in warehouse management and safety.

II. Scope of Work

A. Web Application with centralised facilities monitoring dashboard & AI / ML Data model development for Computer Vision and a Mobile App.

The vendor will provide a fully integrated AI-driven computer vision software solution that is hosted on the cloud and will have the following **core functionalities**:

1. Real-time Monitoring:

- I. A central dashboard at Head Quarters of SWC to provide live streaming of video feeds from all cameras in all locations with a smooth frontend user-friendly navigation to locate the location and camera as required.
- II. A central dashboard at each warehouse of SWC to provide live streaming of video feeds from all cameras in that location with a smooth frontend user-friendly navigation to locate the location and camera as required. Users should have the ability to zoom, pan, and tilt the camera views in real-time, with video quality remaining high.

2. AI-based Alerts:

- I. The system will use AI algorithms to detect anomalies, unauthorized access, inventory discrepancies, or safety hazards (e.g., fire, spillages, or accidents).
- II. Alerts should be automatically generated and sent to the designated security personnel. Warehouse in-charges or godown in-charge at the Head Quarters and his staff or system administrators in real time.
- III. Integration of SMS, Email & Calling APIs for alerts in emergency situations.
- IV. Customizable alert thresholds based on specific warehouse needs or items.

3. Inventory Management & Tracking:

- (i) Inventory records/master management.
- (ii) The software will incorporate an AI-powered inventory management system to automatically recognize and track items stored in the warehouse.(Specially counting of the bags at the godown gates during loading & unloading. No RFID facility will be provided).
- (iii) The system will log all movements of trucks. Specially to capture the registered nos. of vehicle during entry and exit separately.
- (iv) The system will log all movements of goods and materials, ensuring accurate real-time tracking and helping reduce inventory loss. Specially to read the registered vehicle nos., simultaneously the weight of the vehicle at the Weigh Bridge.
- (v) Automated reporting features that log item movement history, stock levels, and alert users when stock reaches critical thresholds.

4. Analytics and Reporting:

- I. The system must generate detailed analytics and reports on warehouse operations, such as inventory performance, security incidents, and system uptime.
- II. Periodic reports should include key performance indicators (KPIs), security alerts, and trend analyses to help optimize warehouse operations.

5. Data Security:

- I. All video footage and related data must be encrypted both during transmission and while stored in the cloud.
- II. The system must comply with local data protection and privacy regulations, such as GDPR, for the storage and handling of video and sensor data.
- III. The vendor must ensure that the system adheres to best practices in cyber security, including regular security audits and updates.

6. Mobile Access:

- I. A mobile application should be provided, enabling authorized users to access live video feeds, system alerts, and reports on mobile devices (smart phones/tablets).
- II. Push notifications for alerts and system status should be available on mobile devices, allowing real-time responses.

7. User Management:

- I. The solution will provide role-based access controls (RBAC) for different levels of users (administrators, security staff, warehouse managers) and should be single sign on with Godown Management Module / Portal of the SWC / Department.
- II. Users should be able to securely log in and access only the data relevant to their role and location.
- III. Full audit trails of user activity (logins, actions taken, alerts reviewed) must be maintained.

8. Cloud Storage:

- I. The system will store video footage and data in the cloud, ensuring secure and scalable storage with sufficient retention periods.
- II. The vendor must ensure that the cloud storage meets the scalability requirements as the warehouse operations expand over time.
- III. Automatic data deletion or archiving policies should be customizable to comply with retention and regulatory requirements.
- IV. 60 days complete footage has to be stored on the on-premise storage.

B. Hardware and Infrastructure

The vendor shall be responsible for the provision, installation, and ongoing maintenance of all necessary hardware, devices, equipment and infrastructure components to ensure the seamless operation of the system. These components will include, but not be limited to:

1. Cameras:

- I. High-definition, IP-based cameras capable of recording in 1080p or higher resolution.
- II. Cameras should be equipped with night vision (infrared or thermal imaging), weather-resistant housing, and ability to withstand varying environmental conditions (e.g., temperature fluctuations, humidity).
- III. Cameras must provide clear footage in low-light or night conditions, and cover wide areas with adjustable angles (PTZ functionality) for real-time surveillance.
- IV. The cameras should be able to be integrated into the system for automatic video recording and transmission to the cloud.

2. Storage and Networking:

- I. The system must have sufficient local storage for 60 days and cloud-based storage to handle high-resolution video footage and sensor data.
- II. The vendor will ensure that the system can process data in real-time with minimal latency.
- III. Adequate networking infrastructure must be provided for seamless data transfer between cameras, sensors, storage, and the cloud-based AI system.
- IV. The solution should also support secure communication protocols for both video and data transmission.

3. Power and Backup Systems:

- I. All hardware, including cameras and sensors, should be supported by reliable power backup systems such as uninterruptible power supplies (UPS).
- II. Backup power must ensure continuous surveillance and data processing during power failures, providing 24/7 surveillance coverage.
- III. The system should also include battery or solar-powered options for areas lacking a consistent power supply.

C. Implementation

The implementation of the monitoring solution will be completed through the following steps:

1. Site Survey and Pilot Implementation:

- I. A thorough site survey & hardware implementation for pilot phase must be conducted for the mentioned warehouse location within one week from the date of email invitation from the department after technical evaluation of the first round.
- II. **All costs associated with the Proof of Concept (POC) / Pilot implementation shall be borne by the BIDDERS who get an invitation from the WBSWC for POC / Pilot Implementation.**
- III. 1 month for installation and 1 month for demonstration will be allowed for POC / Pilot implementation. The WBSWC shall have the discretion to extend the time period for installation and demonstration beyond 1 month each if it necessitates.

2. Installation and Configuration:

- I. The vendor will be responsible for the complete installation of all hardware, devices and equipment, including cameras, networking infrastructure, and power systems.
- II. The installation of all software components and configuration of the SaaS platform to match the specific needs of the WBSWC will also be the vendor's responsibility.
- III. Integration with any existing IT infrastructure (e.g., warehouse management systems, security systems) will be required.

3. System Integration:

- I. The Proposed solution shall be scalable, replicable, integrated, secure, and AI-driven, ensuring efficiency and transparency in warehouse management and safety.
- II. The proposed system must be integrated with any existing inventory management systems, security infrastructure, or databases used by the SWC or Food & Supplies Department.
- III. API-based integrations may be required for seamless data exchange between different systems / portals.

4. Testing and Validation:

- I. After the installation, the system must be tested rigorously to ensure functionality across all components. A test period of at least 14 days should be conducted to validate the reliability of the hardware, software, and data integration.

- II. Performance tests should also ensure real-time streaming, alerts, and reporting capabilities are functioning correctly.

D. Maintenance and Support

For the duration of the five-year contract, the vendor will provide the following ongoing services to ensure the continued efficiency of the system:

1. Software Updates:

- I. The vendor will provide regular updates, change requests to the application platform, ensuring that the software is kept up-to-date with new features, security patches, and improvements to AI models.
- II. Updates will be scheduled in a manner that minimizes system downtime.

2. Hardware Maintenance:

- I. The vendor will provide ongoing maintenance for all hardware components, devices and equipment, connectors (cameras, sensors, networking devices), including the replacement of faulty parts, and any hardware failures that occur during the Five-year contract period.
- II. Hardware upgrades, if necessary, should be proposed as part of an end-of-life management plan.

3. 24/7 Support:

- I. The vendor will provide 24/7 technical support for troubleshooting and incident management.
- II. Support should be accessible through multiple channels (phone, email, and a ticketing system).
- III. The vendor must commit to resolving issues in a timely manner, adhering to agreed-upon service level agreements (SLAs).

4. Training:

- I. Comprehensive training sessions will be provided for the Food Department's staff to ensure effective use and management of the system.
- II. This training should cover preparation of user manuals for all modules/functionalities, system operation, troubleshooting, security protocols, and system administration.
- III. Ongoing training should also be available for new staff or updates to the system as necessary during the entire period of contract.

SECTION IV

Payment Schedule & Penalty

WBSWC will award work orders to successful bidder after evaluation of technical bids and financial bids.

- I. Any successful bidder who qualifies would be given a work order and will be required to install and commission the warehouse setup and upgrade for production use.
- II. Their offer against BOQ would be equated to a quarterly mode of payment against their offer.
- III. Any software failure needs to be fixed within 1 day and hardware failure needs to be fixed within 2 days of working days. Failing in timely fixes will lead to penalty on monthly payments. WBSWC may at his discretion allow a further grace period of 1 day but it shall not be taken as a natural right of the bidder.
- IV. Penalty would be levied in case of software and hardware failure as per the penalty clause of the Service level Agreement (SLA)

PAYMENT SCHEDULE

1) Payment for monthly charges of CCTV

| S.No | Payment Frequency | Name of the item | Total nos. of installed items | Payment (%) | Remark |
|------|-------------------|------------------|-------------------------------|---|--|
| 1 | Quarterly | Camera 1 | 'X' | 'R1' * 'X' * 3 months less deductions of penalty as per SLA | Payable at the end of each Quarter upon successful operation |
| | | Camera 2 | 'Y' | 'R2' * 'Y' * 3 months less deductions of penalty as per SLA | |
| | | Camera 3 | 'Z' | 'R3' * 'Z' * 3 months less deductions of penalty as per SLA | |

| S.No | Payment Frequency | Name of the item | Total nos. of installed items | Payment (%) | Remark |
|------|-------------------|------------------|-------------------------------|---|--------|
| | | LED Monitor | 'L' | 'R5' * 'L' * 3 months less deductions of penalty as per SLA | |
| | Quarterly | Software | 1 | (Total Cost of software/60 months) * 3 months less deductions due to penalty as per SLA | |

Where 'R1', 'R2' & 'R3' is the monthly charges of the camera of different types as per BOQ per month, and 'X', 'Y', 'Z' is the nos. of cameras installed for the month of payment as per SLA. 'R5' is the monthly charges of the LED Monitor as per BOQ and 'L' is the nos. of LED monitors installed.

- Any failure leading to penalty would be adjusted in the quarterly payment.
- At the end of the 5 year operation and maintenance agency will hand over the hardware and software to the department or to a new vendor authorized by the WBSWC with complete mutual understanding.
- TDS shall be deducted on all the payments made to the selected bidder on the rates as specified by Govt.
- Payment of taxes and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment

INVOICE FORMAT

The tax invoice shall include the following:-

- 1) Name of the bidder :
- 2) GSTIN No. :
- 3) PAN :
- 4) Date :
- 5) Invoice No. :
- 6) Invoice Date :

| S.No | Name of the item | Rate per unit per month | Total no. of units | Quantity Not working | Payment (%) |
|--------------------|---|-------------------------|--------------------|----------------------|--|
| 1 | Camera 1(BOQ S.L.No.- 2.01) | R1 | “X” | ‘A’ | ‘R1’ * ‘X’ * 3 months |
| Less : | Deductions due to applicable penalty as per SLA | | | | “R1” * “A” * Applicable Penalty Percentage |
| Sub Total 1 | | | | | |
| 2 | Camera 2 (BOQ S.L.No.- 2.02) | R2 | “Y” | ‘B’ | ‘R2’ x ‘Y’ x 3 months |
| Less : | Deductions due to applicable penalty as per SLA | | | | “R2” * “B” * Applicable Penalty Percentage |
| Sub Total 2 | | | | | |
| 3 | Camera 3 (BOQ S.L.No.- 2.03) | R3 | “Z” | ‘C’ | ‘R3’ x ‘Z’ x 3 months |
| Less : | Deductions due to applicable penalty as per SLA | | | | “R3” * “C” * Applicable Penalty Percentage |
| Sub Total 3 | | | | | |
| 4 | Software (BOQ S.L.No.- 1) | R4 | 1 | -- | R4 x 3 months |
| Less : | Deductions due to applicable penalty as per SLA | | | | “R4” * Applicable Penalty Percentage |
| Sub Total 4 | | | | | |

| S.No | Name of the item | Rate per unit per month | Total no. of units | Quantity Not working | Payment (%) |
|--|---|-------------------------|--------------------|----------------------|--------------------------------------|
| 5 | LED Monitor (BOQ S.L.No.-3) | R5 | L | D | R5 x 3 months |
| Less : | Deductions due to applicable penalty as per SLA | | | | “R5” * Applicable Penalty Percentage |
| Sub Total 5 | | | | | |
| Total Gross value (Sub Total 1 + 2 + 3 + 4+5) | | | | | |
| Add : GST | | | | | |
| Total claimed amount | | | | | |

Where

X, Y, Z = Total nos. of cameras of different type as per BOQ installed in the month of the bill

A,B,C is the nos. of cameras not working in the month of the bill

R1, R2, R3 = Monthly charges per camera of different type per month

R4 = Monthly charges of the software developed and maintained per month = Total quoted cost of software/ 60 months

R5 =Monthly charges of the LED Monitor per month (where total no. of LED Monitor is “L”&“D” is the nos. of LED Monitor not working in the month of the Bill)

Example of penalty calculation (The figures shown in the example are illustrative only)

A)

Total nos. of Cameras/LED Monitor installed : 100

| Nos. of Cameras/LED Monitor | Nos. of days during which Camera/LED Monitor did not work beyond the date of resolution as per SLA | Monthly charges per Camera/LED Monitor (Rs.) | Applicable rate of penalty as per SLA | Applicable penalty |
|-----------------------------|--|--|---------------------------------------|--|
| 1 | 0 days | 300 | 0 % | Rs. 0 |
| 2 | 3 days | 300 | 150 % of monthly charges per day | (Rs. 300/30 days) x 3 days * 150% = Rs.45 |

| | | | | |
|--|---------------|------------|---|--|
| 3 | 5 days | 300 | 200 % of monthly charges per day | (Rs. 300/30 days) x 5 days x 200% = Rs.100 |
| Total deduction in the bill for the month for Hardware downtime | | | | Rs. 145 |

B) Software

Let the cost of the development and maintenance of the software for 5 years period be Rs. 300000

| Nos. of days during which software did not work beyond the date of resolution as per SLA | Monthly charges of the software (Rs.) | Applicable rate of penalty as per SLA | Applicable penalty |
|---|--|--|---|
| 5 days | Rs. 5000/- | 250 % of the monthly charges per day | (Rs. 5000/30 days) * 5 * 250% = Rs. 2083/- |

Total deduction for software = Rs. 2083/-

Total deduction for hardware = Rs. 145/-

Total deduction in the bill. = Rs. 2228/-

SECTION V

ANNEXURES

Annexure I: Technical Proposal

(i) **Covering letter (on bidder's letterhead):**

To
The Secretary
West Bengal State Warehousing Corporation (WBSWC), Government of West Bengal
11-A Mirza Ghalib Street
Kolkata 700087

Sub: Submission of Technical Proposal

Ref: NIET No. 26 OF 2025-26 OF SE/WBSWC dated 18th June 2025 for selection of **System Integrator** to implement a comprehensive **Warehouse Monitoring Solution based on Computer Vision and Artificial Intelligence (AI) for Monitoring, Analyzing, and Optimizing Warehouse Operations, including Inventory and Security.**

Dear Sir/Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Deliverables as required and outlined in the RFP.

We attach hereto our response to the technical requirements specified in the RFP.

We confirm that the information contained in this response or part thereof, including the exhibits and other documents and instruments delivered or to be delivered to the West Bengal State Warehousing Corporation (WBSWC) is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the West Bengal State Warehousing Corporation (WBSWC) in its bidding process.

We fully understand and agree to comply that, on verification, if any of the information provided here is found to be misleading or incorrect or fraudulent, our bid shall be liable to be rejected or the Notification of Award may be cancelled or the Contract may be terminated at the sole discretion of the West Bengal State Warehousing Corporation (WBSWC), as the case may be.

We unconditionally accept all terms and conditions set out in the RFP and also agree to abide by this tender response for a period of 180 (one hundred eighty) days from the submission due date of submission of the bid.

We hereby declare that in case we are chosen as the SI, we shall submit the PBG in the form and manner prescribed in the RFP.

We agree that you are not bound to accept any of the bids that you may receive. We also agree that you reserve the absolute right to modify all or any of the Deliverables specified in the bid.

We further declare that, we do not have any shareholder(s)/ partner(s)/ designated partner(s), whether directly or indirectly, who belong to or are incorporated or registered in any of the countries sharing geographical land border with India.

Following are the particulars of our organization:

| Sl. No. | Description | Details |
|---------|--|---------|
| 1 | Name of the Company | |
| 2 | Address of the company (Pt. Enclose Proof) | |
| 3 | Contact details: Telephone/ Mobile : Email: Fax: | |
| 4 | Website | |
| 5 | Date of incorporation/registration (Pt. Enclose Proof) | |
| 6 | Years in Business | |
| 7 | Net worth of the company/firm (Pt. Enclose Proof) | |
| 8 | Name(s) of the directors/Partners i). . ii). . iii). . iv). . | |
| 9 | Annual Turnover For the F.Y.: i). 2022-2023, ii). 2023-2024 and iii). 2024-2025 | |
| 10 | Years of Experience in system integration/ software development. (Attach Proof) | |
| 11 | Number and details of projects of system integration/ software development undertaken in the years: i). 2022-2023, ii). 2023-2024 and iii). 2024-2025 | |
| 12 | EMD | |
| 13 | Tender Fees | |
| 14 | GST Number | |
| 15 | SPOC (Single point of Contact) Name, Designation, email and mobile No. | |

Contact Details of authorized representatives for future correspondence regarding the bid process:

| Details | Authorized Signatory | Secondary Contact |
|-----------------|----------------------|-------------------|
| Name | | |
| Title | | |
| Company Address | | |
| Phone | | |
| Mobile | | |
| Fax | | |
| E-mail | | |

It is hereby confirmed that I am entitled to act on behalf of our organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking You

Yours Faithfully

For *[Name of Bidder]*

[Name of Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal and Sign]

(ii) Checklist for Technical Proposal:

The Technical Proposal should comprise of the following documents mentioned below and shall form part of the Technical Proposal.

| Sl. No. | Documents to be submitted | Submitted (Yes /No/Not Applicable) |
|---------|--|------------------------------------|
| 1. | Covering letter for Technical Proposal as per format provided in Annexure I of Section V | |
| 2. | Covering letter for Financial Proposal as per format provided in Annexure II of Section V | |
| 3. | Payment of EMD | |
| 4. | Certificate of Incorporation or Registration Certificate, as may be applicable | |
| 5. | Memorandum of Association and Articles of Association or LLP Agreement or Partnership Deed, as may be applicable | |
| 6. | Certificates / Work Order from Client showing that bidder has successfully Government Project Experience of Software Development/MIS/AI & Computer Vision/Analytics during last five years | |
| 7. | Certificates / Work Order from Client showing that bidder has successfully Government Project Experience in implementing food grains warehouses monitoring using AI & CCTVs | |
| 8. | Certificates / Work Order from Client showing that bidder has successfully Government Project Experience of Mey it Empanelled or state Cloud Management & application support/maintenance during last five years | |
| 9. | Certificate from statutory auditor or chartered accountant (whichever applicable) should state the annual turnover of the organization for the financial years 2022-2023, 2023-2024 and 2024-2025 | |
| 10. | Approach and Methodology. | |
| 11. | Details of financial indicators of the bidder as per format provided in Annexure VI of Section V | |
| 12. | CCTVs, Hardware's, Accessories as per TQ | |
| 13. | Copy of the valid CMM Level 3 and ISO certification | |

| Sl. No. | Documents to be submitted | Submitted (Yes /No/Not Applicable) |
|----------------|--|---|
| 14. | Copy of GST Registration Certificate | |
| 15. | Copy of PAN | |
| 16. | Notarized Affidavit on Non-Judicial Stamp Paper of INR 100 for declaration of no blacklisting (as per format provided in Annexure VIII of Section V) | |
| 17. | Authorization Letter (as per format provided in Annexure IV of Section V) | |
| 18. | Power of Attorney for the authorized representative signing the bid on behalf of the bidder | |
| 19. | Any other document(s) | |

Annexure II: Financial Proposal

(i) Covering letter (on bidder's letterhead):

To
The Secretary
West Bengal State Warehousing Corporation (WBSWC), Government of West Bengal
11-A Mirza Ghalib Street
Kolkata 700087

Sub: Submission of Financial Proposal

Ref: NIET No. 26 OF 2025-26 OF SE/WBSWC dated 18th June 2025 for selection of **System Integrator** to implement a comprehensive **Warehouse Monitoring Solution based on Computer Vision and Artificial Intelligence (AI) for Monitoring, Analyzing, and Optimizing Warehouse Operations, including Inventory and Security.**

Dear Sir/Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Deliverables as required and outlined in the RFP.

We hereby submit our Financial Proposal in the format as specified in the RFP.

We confirm that the information contained in this response or part thereof, including the exhibits and other documents and instruments delivered or to be delivered to the West Bengal State Warehousing Corporation (WBSWC) is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the West Bengal State Warehousing Corporation (WBSWC) in its bidding process.

We fully understand and agree to comply that, on verification, if any of the information provided here is found to be misleading or incorrect or fraudulent, our bid shall be liable to be rejected or the Notification of Award may be cancelled or the Contract may be terminated at the sole discretion of the West Bengal State Warehousing Corporation (WBSWC), as the case may be.

We unconditionally accept all terms and conditions set out in the RFP and also agree to abide by this tender response for a period of 180 (one hundred eighty) days from the submission due date of submission of the bid.

We hereby declare that in case we are chosen as the SI, we shall submit the PBG in the form and manner prescribed in the RFP.

We agree that you are not bound to accept any of the bids that you may receive. We also agree that you reserve the absolute right to modify all or any of the Deliverables specified in the bid.

It is hereby confirmed that I am entitled to act on behalf of our organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking You

Yours Faithfully

For *[Name of Bidder]*

[Name of Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal and Sign]

**Annexure III: Declaration of No Deviation
(On bidder's letterhead)**

To
The Secretary
West Bengal State Warehousing Corporation (WBSWC), Government of West Bengal
11-A Mirza Ghalib Street
Kolkata 700087

Sub: Declaration of no deviation from the terms and conditions of RFP

Ref: RFP- NIET No. 26 OF 2025-26 OF SE/WBSWC 18th June 2025
for selection of **System Integrator** to implement a comprehensive
**Warehouse Monitoring Solution based on Computer Vision and
Artificial Intelligence (AI) for Monitoring, Analyzing, and
Optimizing Warehouse Operations, including Inventory and
Security**

Dear Sir/Madam,

I, *[Name of Authorized Signatory]*, as the *[Designation]* of *[Name of Bidder]* state that in the proposal submitted by us, there are no deviations from the terms and conditions as specified in the RFP including the Technical Specification of devices and Solutions.

This declaration is true to best of our knowledge and we accept and acknowledge that, the West Bengal State Warehousing Corporation (WBSWC) may at its sole discretion disqualify our bid if it finds that the above-mentioned declaration is false.

Thanking You

Yours Faithfully

For *[Name of Bidder]*

[Name of Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal and Sign]

Annexure IV: Authorization Letter

(On Non-Judicial Stamp Paper of INR 100 and Duly Notarized)

To
The Secretary
West Bengal State Warehousing Corporation (WBSWC), Government of West Bengal
11-A Mirza Ghalib Street
Kolkata 700087

Sub: Authorization letter in favour of [Name of Authorized Representative] to act on behalf of [Name of Bidder]

Ref: RFP- NIET No. 26 OF 2025-26 OF SE/WBSWC dated 18th June 2025 for selection of **System Integrator** to implement a comprehensive **Warehouse Monitoring Solution based on Computer Vision and Artificial Intelligence (AI) for Monitoring, Analyzing, and Optimizing Warehouse Operations, including Inventory and Security**

Dear Sir/Madam,

This is to state that, [Name of Authorized Representative], [Designation] is hereby authorized to act on behalf of [Name of Bidder] for all purposes in relation to the aforementioned RFP including participating in the submission of bids including the Financial Proposal and taking all decisions on behalf of [Name of Bidder] till the bidding process is completed.

The Power of Attorney in favour of [Name of Authorized Representative] has been duly submitted.

The specimen signature of [Name of Authorized Representative] is as attested below:

[Specimen Signature of Authorized Representative]

[Name of Authorized Representative]

Thanking You

Yours Faithfully

For [Name of Bidder]

[Name of Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal and Sign]

Annexure V: Manner of Uploading Technical Proposal

| Name of Folder | Details |
|-----------------------------------|--|
| Technical Folder | <ol style="list-style-type: none"> 1. Copy of GST Registration Certificate 2. Copy of PAN 3. Copy of the valid CMMi Level and ISO 4. Certificate of Incorporation or Registration Certificate, as may be applicable 5. Memorandum of Association and Articles of Association or LLP Agreement or Partnership Deed, as may be applicable 6. Power of Attorney for the authorized personnel signing the bid on behalf of the bidder 7. Certificate from statutory auditor or chartered accountant (whichever applicable) should state the annual turnover of the organization for the financial years 2022-2023, 2023-2024 and 2024-2025 8. Agreement copy/ Work order and completion certificates · issued from competent authority clearly indicating the showing that bidder is in the business of System Integration/ Software Development and implementation for at least 5 (Five) years and has successfully completed Government Project Experience of Software Development/MIS/AI & Computer Vision/Analytics during last five years |
| Financial Folder | BOQ |
| Annexures and Declarations Folder | <ol style="list-style-type: none"> 1. Covering letter for Technical Proposal(as per Annexure I of Section V) 2. Covering letter for Financial Proposal (as per Annexure II of Section V) 3. Statement of No deviation (as per Annexure III of Section V) 4. Authorization Letter on behalf of bidder (as per Annexure IV of Section V) 5. Details of financial indicators (as per Annexure VI of Section V) 6. Project Experience Details (as per Annexure VII of Section V) 7. Notarized Affidavit on Non-Judicial Stamp Paper of INR 100 for declaration of no blacklisting (as per Annexure VIII of Section V) 8. Any other document(s) |
| EMD Folder | Scanned copy of the NEFT/RTGS Challan or Net-Banking Receipt towards the payment of EMD. |
| RFP Folder | Scanned copy of the RFP, including any corrigendum or addendum, digitally signed. |

Annexure VI: Financial Indicators

| Sr. No | Financial Year | Annual Turnover | Net worth | Average Annual Turnover |
|--------|----------------|-----------------|-----------|-------------------------|
| 1 | 2022-23 | | | |
| 2 | 2023-24 | | | |
| 3 | 2024-25 | | | |

Note: Certificate from statutory auditor or chartered accountant (whichever applicable) should state the annual turnover of the organization.

Annexure VII: PROJECT EXPERIENCE DETAILS

| S. No. | Particular | Details |
|--------|---|---------|
| 1 | Description of Project | |
| 2 | Name of Client | |
| 3 | Address of Client | |
| 4 | Contact Person Name & Mobile/ Telephone | |
| 5 | Total assignment value (Rs) | |
| 6 | Project Timelines/ Duration (in months) | |
| 7 | Whether completed or ongoing | |
| 8 | No. of personnel man-months of Professionals provided. by the Resource Organization. | |
| 9 | No. of personnel man-months of Supporting Staff / Manpower provided by the Resource Organization. | |

Authorized Signatory(Signature In full): _____

Name and title of Signatory: _____

Company Stamp: _____

Annexure VIII: Declaration of No Blacklisting
(On Non-Judicial Stamp Paper of INR 100 and Duly Notarized)

To
The Secretary
West Bengal State Warehousing Corporation (WBSWC), Government of West Bengal
11-A Mirza Ghalib Street
Kolkata 700087

Sub: Declaration for not being blacklisted by any Government Entity

Ref: RFP- NIET No. 26 OF 2025-26 OF SE/WBSWC dated 18th June 2025 for selection of **System Integrator** to implement a comprehensive **Warehouse Monitoring Solution based on Computer Vision and Artificial Intelligence (AI) for Monitoring, Analyzing, and Optimizing Warehouse Operations, including Inventory and Security**

Dear Sir/Madam,

I, *[Name of Authorized Signatory]*, as the *[Designation]* of *[Name of Bidder]* state that our Company/ LLP/ Partnership Firm and all our Shareholders/ Directors/ Partners/ Designated Partners have unblemished past record and the Company/ LLP/ Partnership Firm is not blacklisted or declared ineligible to participate for bidding by Government of West Bengal, Government of India, any other State Government and/ or any Departments/ Public Sector Undertaking in India for corrupt / fraudulent or any other unethical business practices or for any other reason(s).

This declaration is true to best of our knowledge and we accept and acknowledge that, the West Bengal State Warehousing Corporation (WBSWC) may at its sole discretion disqualify our bid if it finds that the above-mentioned declaration is false.

Thanking You

Yours Faithfully

For *[Name of Bidder]*

[Name of Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal and Sign]

Annexure IX: Performance Bank Guarantee
(On Non-Judicial Stamp Paper of INR 100)

B.G. No. [●]

Date: [●]

THIS DEED OF GUARANTEE made on this [●] day of [●], 2025 by:

[●] [*Name of the issuing Scheduled Nationalized Bank*] having its registered office at [●] and a branch at Kolkata (“**Scheduled Nationalized Bank**”)

In favour of: “**Superintending Engineer, West Bengal State Warehousing Corporation**” having its office at 11-A Mirza Ghalib Street, Kolkata 700087 (here in after referred to as the “**West Bengal State Warehousing Corporation (WBSWC)**” which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest and assigns.

WHEREAS the West Bengal State Warehousing Corporation (WBSWC), vide its Request for Proposal- NIET No. 26 OF 2025-26 OF SE/WBSWC dated 18th June 2025 for of vendors to implement a comprehensive warehouse monitoring solution based on Computer Vision and Artificial Intelligence (AI). The solution will monitor, analyze, and optimize warehouse operations, including inventory and security in the State of West Bengal,

WHEREAS after evaluation of the Technical Proposals and Financial Proposals received, the West Bengal State Warehousing Corporation (WBSWC) has granted the contract *vide* its Notification of Award No. [●] dated [●] (“**Notification of Award**”) in favor of the [*Insert name of the selected bidder*] (“**Selected Bidder**”).

WHEREAS in terms of the RFP, the selected bidder has to furnish to the West Bengal State Warehousing Corporation (WBSWC), a Performance Bank Guarantee being an irrevocable and unconditional bank guarantee from a Scheduled Nationalized Bank for a sum of [●] within a period of 7 (seven) business days from the date of receipt of Notification of Award as a security for due and punctual performance/discharge of its obligations under the service level agreement to be executed between the West Bengal State Warehousing Corporation (WBSWC) and the Selected Bidder.

NOW THEREFORE,

1. We [*Name of the Scheduled Nationalized Bank*], having our registered office at [●] and a branch at [●], at the request of the Selected Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without any reservation(s), guarantee the due and faithful fulfilment and performance of the obligations of the said Selected Bidder under the Contract and unconditionally and irrevocably undertake to pay forthwith to the West Bengal State Warehousing Corporation (WBSWC), if the Selected Bidder fails to fulfil or comply with all or any of the terms and conditions contained in the Contract, an amount of [●] as our primary obligation without any demur, reservation, recourse, contest or protest and without reference/notice to the selected bidder.
2. Notwithstanding any objection by the Selected Bidder or any dispute between the Selected Bidder and/or issuing Scheduled Nationalized Bank and/or West Bengal State Warehousing Corporation (WBSWC), whether or not pending before any court, tribunal, arbitrator or any

- other authority, any written demand made by the West Bengal State Warehousing Corporation (WBSWC) stating that the Selected Bidder is in default of its obligations contained in the Contract shall be final, conclusive and binding on the Scheduled Nationalized Bank.
3. The Scheduled Nationalized Bank hereby irrevocably and unconditionally undertakes, agrees and acknowledges that its obligations as a guarantor hereunder shall not be affected by:
 - (i) the existence of and/or release and/or variation of any other guarantee or security for any of the obligations of the Selected Bidder under the Contract;
 - (ii) any failure by the West Bengal State Warehousing Corporation (WBSWC) to perform any of its obligations under the Contract;
 - (iii) any failure or delay in payment of any fee or other amount payable to the Scheduled Nationalized Bank by the Selected Bidder in respect hereof;
 - (iv) any exercise or non-exercise of any right, remedy, power or privilege of any person under or in respect of any obligations of the Selected Bidder under the Contract;
 - (v) any failure, omission or delay on the West Bengal State Warehousing Corporation (WBSWC)'s part to enforce, assert or to exercise any right, power or remedy conferred on the West Bengal State Warehousing Corporation (WBSWC) in this Performance Bank Guarantee; and
 - (vi) any act, omission, matter or thing which, but for this clause would reduce, release or prejudice the Scheduled Nationalized Bank from any of the obligations under this Performance Bank Guarantee or prejudice or diminish the obligations in whole or in part.
 4. This Performance Bank Guarantee shall be irrevocable and remain in full force for period of 5 (five) years from the date of signing of the Contract (“**Term**”) and for a further period of 5 (Five) year at a time, (“**Term Renewal(s)**”) and for an additional period of 180 (one hundred eighty) days after the termination or expiry of the Contract (post the Term and Annual Renewal(s), as may be applicable). The Performance Bank Guarantee shall continue to be enforceable till all amounts under it have been paid.
 5. We, *[Name of the Scheduled Nationalized Bank]*, further agree that the West Bengal State Warehousing Corporation (WBSWC) shall in its sole discretion decide, whether the Selected Bidder is in default of its obligations contained under the Contract. Such aforementioned decision of the West Bengal State Warehousing Corporation (WBSWC) shall be final and binding on us, notwithstanding any differences between the West Bengal State Warehousing Corporation (WBSWC) and the Selected Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
 6. This Performance Bank Guarantee shall not be affected or discharged by any change in the constitution or winding up of the Selected Bidder or West Bengal State Warehousing Corporation (WBSWC) or the Scheduled Nationalized Bank or any absorption, merger or amalgamation of the Selected Bidder or West Bengal State Warehousing Corporation (WBSWC) or the Scheduled Nationalized Bank with any other person.
 7. In order to give full effect to this Performance Bank Guarantee, the West Bengal State Warehousing Corporation (WBSWC) shall be entitled to treat the Scheduled Nationalized Bank as the principal debtor. The West Bengal State Warehousing Corporation (WBSWC) shall have the fullest liberty, without affecting in any manner the liability of the Scheduled Nationalized Bank under this Performance Bank Guarantee from time to time, to vary any of the terms and conditions contained in the RFP or the period for fulfilment and compliance with all or any of

the terms and conditions contained in the said RFP by the said Selected Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Selected Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to the West Bengal State Warehousing Corporation (WBSWC) and the Scheduled Nationalized Bank shall not be released from its liability under these presents by any exercise by the West Bengal State Warehousing Corporation (WBSWC) of the liberty with reference to the matters aforesaid or by reason of time being given to the Selected Bidder or any other forbearance, act or omission on the part of the West Bengal State Warehousing Corporation (WBSWC) or any indulgence by the West Bengal State Warehousing Corporation (WBSWC) to the Selected Bidder or by any change in the constitution of the West Bengal State Warehousing Corporation (WBSWC) or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Scheduled Nationalized Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Scheduled Nationalized Bank and sent by courier or by registered mail to the Scheduled Nationalized Bank at the address set forth herein and the Scheduled Nationalized Bank hereby undertakes to make the payment on receipt of such notice of claim on the Scheduled Nationalized Bank.
9. It shall not be necessary for the West Bengal State Warehousing Corporation (WBSWC) to proceed against the Selected Bidder before proceeding against the Scheduled Nationalized Bank and this Performance Bank Guarantee contained shall be enforceable against the Scheduled Nationalized Bank, notwithstanding any other security which the West Bengal State Warehousing Corporation (WBSWC) may have obtained from the said Selected Bidder or any other person and which shall, at the time when proceedings are taken against the Scheduled Nationalized Bank hereunder, be outstanding or unrealized.
10. The Scheduled Nationalized Bank further undertakes not to revoke this Performance Bank Guarantee during its currency except with the previous express consent of the West Bengal State Warehousing Corporation (WBSWC) in writing.
11. The Scheduled Nationalized Bank declares that it has power to issue this Performance Bank Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Performance Bank Guarantee for and on behalf of the Scheduled Nationalized Bank.
12. Notwithstanding anything contained herein above, our liability under this Performance Bank Guarantee is restricted to INR [●] (Indian Rupees [●]) only and this Performance Bank Guarantee shall be valid for the period specified in Clause 4 of this Performance Bank Guarantee and shall expire and become ineffective only on written intimation given to the Scheduled Nationalized Bank by the West Bengal State Warehousing Corporation (WBSWC) for this purpose and in that instance this Performance Bank Guarantee shall stand discharged.
13. The obligations, covenants, agreements and duties herein shall not be subject to any counterclaims, cross claims, set offs, deductions, withholdings, diminutions, abatements, recoupments, suspensions, deferments, reductions or defence for any reason whatsoever and the Scheduled Nationalized Bank shall have no right to terminate this Performance Bank Guarantee or to be released, relieved or discharged from any of its obligations, covenants, agreements and duties hereunder for any reason whatsoever.

14. This Performance Bank Guarantee shall be governed by and construed in accordance with the laws of India. The Scheduled Nationalized Bank hereby irrevocably submits to the exclusive jurisdiction of the courts in Kolkata for the purposes of any suit, action, or other proceeding arising out of this Performance Bank Guarantee or the subject matter hereof, brought by the West Bengal State Warehousing Corporation (WBSWC) or its successors or assigns. To the extent permitted by applicable laws, the Scheduled Nationalized Bank or its successors or assigns hereby waive, and shall not assert, by way of motion, as defense, or otherwise, in any such suit, action, or proceeding any claim that such suit, action, or proceedings is brought in an inconvenient forum, or that the value of such suit, action, or proceeding is improper, or that the subject matter hereof may not be enforced in or by such court.

Date: [●]

Signed and Delivered by *[Name of the Scheduled Nationalized Bank]*

By the hand of Mr./ Ms. [●], its [●] and authorized official.

[Signature of the Authorized Signatory]

[Official Seal]

SECTION VI

GENERAL CONDITIONS OF CONTRACT

1. Duration of the Contract

- (i) The Contract will be valid for a period of 5 (five) years from the date of signing of the Contract (“**Term**”);
- (ii) Upon expiry of the Term, the Contract may be extended for a further period of one (1) year at a time, up to a maximum period of 3 (three) years with the 10% increment at the time of first extension at the discretion of WBSWC, (“**Term Renewal(s)**”) subject to satisfactory performance of the SI and mutual consent of both Parties. The enhanced contract fee shall be applicable for next three (3) years.
- (iii) Either party West Bengal State Warehousing Corporation (WBSWC) or System Integrator / Vendor shall intimate the other party for the Annual Renewal(s) at least 180 (one hundred eighty) days prior to the expiry of the Term or Annual Renewal(s), as the case maybe (“**Term Renewal Intimation**”); and
- (iv) The other party shall communicate its acceptance towards such Annual Renewal within 30 (thirty) days from the receipt of the Term Renewal Intimation but in no event later than 90 (ninety) days prior to the expiry of the Term or Annual Renewal(s), as the case may be.

2. Contract Fee

- (i) Subject to Clause 2 (ii) below and in consideration for the SI’s performance of the Contract, the West Bengal State Warehousing Corporation (WBSWC) shall be liable to pay to the SI, such sum being the consolidated price bid being the Total monthly charges payable for the period of 5 years to the bidder for software and hardware specified in the BOQ submitted by the SI as part of its Financial Proposal and which has been accepted by the West Bengal State Warehousing Corporation (WBSWC) during the bidding process (“**Contract Fee**”);
- (ii) The quarterly payment of the Contract Fee shall be calculated proportionately on the basis of the actual units of Cameras installed and commissioned in different warehouses plus the quarterly cost of monthly charges payable for development and maintenance of the software;
- (iii) The SI shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Fee, which shall cover all its obligations specified in the Scope of Work under the Contract, including all costs and expenses to be incurred by it for carrying out its obligations under the Contract; and
- (iv) The Contract Fee for the Term and the Annual Renewal(s), as may be applicable shall be dependent upon the number of godown sites added within the scope of the work from time to time within the period of contract or any extended period.
- (v) At any given point of time Contract Fee shall be the existing Contract fee at that point of time plus the additional monthly charges payable due to addition of new godown within the scope of work for the balance period of contract.

Ex : Contract Fee as on 1.7.2028 – Rs. 100000

Two new godowns were brought into the scope of work with 8 new cameras from 1.7.2028.

As on 1.7.2028 Balance period of contract left is 32 months

Then the revised contract fee shall be as follows:-

Contact fee as on 1.7.2028 i.e. Rs. 100000 plus Monthly charges for 8 cameras for 32 remaining months

3. Taxes and Duties

- (i) Save and except for GST, the Contract Fee shall be inclusive of all applicable rates, levies, taxes, cess and other statutory duties and impositions, incidentals and contingencies, of whatsoever and howsoever nature, if any, under the applicable laws for the time being in force; and
- (ii) It is hereby clarified that, save and except for GST, in the event there is any increase in the applicable rates, levies, taxes, cess and statutory duties and impositions of whatsoever and howsoever nature that may be effected from time to time by any competent authority in connection with the performance of the Contract by the SI, the SI shall not be entitled to claim or demand or receive any additional sum over and above the Contract Fee on account of such increase in the applicable rates, levies, taxes, cess and statutory duties and impositions of whatsoever and howsoever nature.

4. Terms of Payment

- (i) Any and all payments to the SI by the West Bengal State Warehousing Corporation (WBSWC) shall be made in Indian Rupees;
- (ii) The SI shall prepare Quarterly bill/invoice towards the Contract Fee and raise it on a quarterly basis for a specific calendar quarter after getting the same duly certified by the West Bengal State Warehousing Corporation (WBSWC) within 7th (seventh) day of the first month in the next quarter;
- (iii) The West Bengal State Warehousing Corporation (WBSWC) shall endeavour to make payment of the Contract Fee for the said previous quarter within 30 (thirty) days after the submission of the quarterly bill/invoice for such Contract Fee by the SI to the West Bengal State Warehousing Corporation (WBSWC), subject however to deduction/set off of any amount / penalty payable by the SI to the West Bengal State Warehousing Corporation (WBSWC) and subject to timely rectification and resubmission of bills if such situation arises;
- (iv) The quarterly bill/ invoice shall have to be supported by necessary documents/ certificates from the godown in charges / receipts as may be required by the West Bengal State Warehousing Corporation (WBSWC) from time to time;
- (v) Any failure or deficiency in deliverable as per Service Level Agreement leading to penalty would be adjusted in the quarterly payment.
- (vi) In case of any dispute or discrepancy with respect to the bill/invoice raised by the SI, the decision of the West Bengal State Warehousing Corporation (WBSWC) shall be final and binding on the SI; and

(vii) The quarterly bill/ invoice for monthly charges for camera shall be raised as per the Payment Schedule mentioned in Schedule IV of this RFP

5. Performance Bank Guarantee

- (i) Within 7 (seven) business days of the receipt of Notification of Award from the West Bengal State Warehousing Corporation (WBSWC), the SI shall furnish the PBG of an amount equivalent to 10% (ten percent) of the Contract Fee in the form of a bank guarantee and in accordance with the terms of the RFP and GCC, issued by any scheduled nationalized bank drawn in favour of “Superintending Engineer, West Bengal State Warehousing Corporation” and payable at Kolkata. Such bank guarantee towards the PBG shall remain valid, enforceable and in full force for the Term and Annual Renewal(s), as may be applicable and also a further period of 180 (one hundred eighty) days after the termination or expiry of the Contract (post the Term and Annual Renewal(s), as may be applicable);
- (ii) The SI shall at the end of every year of the Term and Annual Renewal(s), as may be applicable, evaluate the value of the PBG then existing and in the event the value of the PBG is found to be less than 10% (ten percent) of the Contract Fee based upon the period of contract and the items which have been increased due to increase in the number of godowns from time to time, the SI shall be responsible to forthwith top up the PBG with additional bank guarantee to the extent required so that the PBG does not fall below 10% (ten percent) of the Contract Fee;
- (iii) In case the PBG is not updated from time to time, the West Bengal State Warehousing Corporation (WBSWC) shall reserve the right to invoke the PBG and appropriate the proceeds thereto and shall be further entitled to terminate the Contract;
- (iv) The SI shall renew the PBG, as may be required from time to time, not later than 1 (one) month prior to the expiry of the validity of the PBG to ensure that the PBG is valid and subsisting for the Term and Annual Renewal(s), as may be applicable, failing which the West Bengal State Warehousing Corporation (WBSWC) shall be entitled to terminate the Contract and forfeit the entire PBG.

6. Sub-Contracting

- (i) The SI may sub-contract with the prior written permission of the West Bengal State Warehousing Corporation (WBSWC) only the following matters forming part of the Scope of Work:
 - (a) Internet Connectivity Services;
 - (b) Material & Manpower Support;
 - (c) Maintenance related services
 - (d) Training and Handholding; and
 - (e) Stationeries to be used with respect to the Hardware devices.
- (ii) The SI shall provide a written notice to the West Bengal State Warehousing Corporation (WBSWC) of each proposed sub-contract together with all details required by the West Bengal State Warehousing Corporation (WBSWC) in relation to the relevant sub-contract;
- (iii) The SI shall obtain representations, warranties and covenants from the sub-contractor equivalent to those provided by SI under the Contract; and

- (iv) The SI shall be solely responsible to the West Bengal State Warehousing Corporation (WBSWC) for the performance of the Contract and will be liable for any and all acts and omissions that result in any failure, breach or default in the performance of the Contract. The West Bengal State Warehousing Corporation (WBSWC) shall not have any liability whatsoever towards such agents/contractors/suppliers of the SI. The West Bengal State Warehousing Corporation (WBSWC) shall have the right to cause the SI to terminate any arrangement with any sub-contractor on reasonable grounds that it may deem fit and the SI shall not dispute such decision of the West Bengal State Warehousing Corporation (WBSWC).

7. Delivery Schedule

- (i) The Contract will be deemed as incomplete if any of the milestone(s) provided in the below mentioned Delivery Schedule is not completed to the satisfaction of the West Bengal State Warehousing Corporation (WBSWC).
- (ii) In the event there is a delay in fulfilment of any of the milestones as indicated above, the SI shall be liable to pay liquidated damages as follows:

| Sl. No. | Delay Period | Liquidated Damages (in INR) |
|---------|---|-----------------------------|
| 1. | Delay in development of Software for a period over four (4) weeks | Rs. 25,000 per week |
| 2. | Delay in development of Software for a period over eight (8) weeks | Rs. 50,000 per week |
| 3. | Delay in development of Software for a period over twelve (12) weeks | Rs. 75,000 per week |
| 4. | Delay in development of Software for a period over sixteen (16) weeks | Rs. 1,00,000 per week |

| Sl. No. | Delay Period | Liquidated Damages (in INR) |
|---------|---|-----------------------------|
| 1. | Delay in installation and commissioning of hardware for a period over two (2) weeks | Rs. 10,000 per week |
| 2. | Delay in installation and commissioning of hardware for a period over four (4) weeks | Rs. 20,000 per week |
| 3. | Delay in installation and commissioning of hardware for a period eight (8) weeks | Rs. 40,000 per week |
| 4. | Delay in installation and commissioning of hardware for a period over twelve (12) weeks | Rs. 70,000 per week |

- (iii) Both the liquidated damage may run separately or together as per the decision of WBSWC.
- (iv) In case of delay beyond a period of twenty (20) weeks, the West Bengal State Warehousing Corporation (WBSWC) shall have the right to terminate the Contract; and

- (v) In all cases of delay, the SI may be provided with an opportunity to represent their case for delay before the West Bengal State Warehousing Corporation (WBSWC), however the decision made by the West Bengal State Warehousing Corporation (WBSWC) shall be final and binding on the SI.

8. Non-Interruption of Services

The SI shall ensure that the performance of its obligations under the Contract does not in any way disrupt the normal functioning of the department.

9. Representations and Warranties of the SI

The SI represents and warrants to the West Bengal State Warehousing Corporation (WBSWC) that:

- (i) it is duly organized or incorporated, validly existing and in good standing under the applicable laws of India, and has agreed to unconditionally accept without any reservations, the terms and conditions set forth in this GCC and other sections of the RFP;
- (ii) it is a competent provider of variety of information technology and business process management services;
- (iii) it has full power and authority to execute, deliver and perform its obligations in terms of the Contract;
- (iv) it has taken all necessary corporate and other actions under applicable laws to authorize the execution, delivery and performance of the Contract;
- (v) it has the financial standing and capacity to undertake the Scope of Work;
- (vi) it has obtained all licenses, approvals, registrations, consents etc. as may be necessary to perform its obligations under the Contract;
- (vii) no approval, authorization, order or consent of, or declaration, registration, or filing with any competent authority is required for the valid execution and delivery of the Contract by the SI, except as such as have been already duly obtained or made by the SI;
- (viii) the execution, delivery, performance or fulfilment of terms and conditions of the Contract by the SI, do not conflict with its Memorandum of Association and Articles of Association/ LLP Agreement/ Partnership Deed, or violate, or result in a breach of any law, governmental rules and regulation applicable to the SI or conflict with, violate, or result in a breach of terms and conditions of an order, judgement, decree, deed, agreement, contract or any instrument to which the SI is a Party, or by which any of its properties or assets are bound, or constitute a default there under;
- (ix) the Contract has been duly executed and shall constitute the legal, valid and binding obligations of the SI, enforceable against it in accordance with the terms hereof;
- (x) it shall conform with all the descriptions and specifications as set out in the Scope of Work;
- (xi) there are no orders from any court of competent jurisdiction or from any competent authority, or any action, suit, proceeding, or official investigation pending which in any way prevents the SI from entering into the Contract or adversely affects the ability of the SI to perform its obligations under the Contract or questions in any material respect the validity, binding effect or enforceability (or seeks to enjoin or assess penalties) relating to

any of the obligations of the SI under this GCC, the Notification of Award and other sections of the RFP;

- (xii) none of the existing shareholders/directors/ partners/ designated partners (as applicable) of the SI have been convicted in a court of law for an offence involving moral turpitude;
- (xiii) it acknowledges and accepts that the West Bengal State Warehousing Corporation (WBSWC) and its officers, employees, consultants and agents have not made any representation or warranty as to the accuracy or completeness of documents and information provided to the SI relating to the Scope of Work or otherwise;
- (xiv) it acknowledges and accepts that although the West Bengal State Warehousing Corporation (WBSWC) has made reasonable endeavors to provide all material documents and information sufficient for the SI to perform its obligations under the Contract, there may be other documents and information which the West Bengal State Warehousing Corporation (WBSWC) and its officers, employees, consultants and agents are aware of and which may be relevant to the Scope of Work, but which may not have been provided or to which no reference has been made in, or in connection with, the RFP;
- (xv) it has satisfied itself as on the date of execution of the Contract as to the extent and nature of the Scope of Work, as well as equipment, materials and manpower necessary for satisfactorily performing its obligations under the Contract;
- (xvi) it has all the resources required to perform its obligations under the Contract in an efficient and timely manner;
- (xvii) there are no contingencies, fees, payments or other benefits accruing to the SI (other than as stated in this RFP), which have not been notified to the West Bengal State Warehousing Corporation (WBSWC) in writing;
- (xviii) all records and other information supplied or to be supplied by the SI to the West Bengal State Warehousing Corporation (WBSWC) in relation to the Contract, are and will be true, correct and accurate in all respects and shall accurately reflect the performance of the obligations by the SI and may be relied upon by the West Bengal State Warehousing Corporation (WBSWC) in all respects, including for the purpose of calculating the SI's entitlement to the quarterly Contract Fee and any deductions there from;
- (xix) it has made, and relied on, its own independent assessment of the condition and location of the warehouse, documents and information provided by the West Bengal State Warehousing Corporation (WBSWC) or its officers, agents, employees or consultants and of the suitability of the terms of this GCC and other sections of the RFP for the purpose of performing its obligations under the Contract;
- (xx) as on the effective date of the Contract it has obtained for itself and is satisfied that it has all necessary information as to risks, contingencies and other circumstances which may influence or affect its obligations under the Contract or the costs and expenses to be incurred by it for performing its obligations under the Contract; and
- (xxi) it accepts that the West Bengal State Warehousing Corporation (WBSWC) shall not be liable for any death or permanent or temporary or partial or total disability or loss of limbs or burns or medical expenditure for necessary treatment thereof of the personnel, workmen, employees and sub-contractor(s) of the SI.

10. Warranty

- (i) The SI warrants that the IT infrastructure, including the Hardware devices hardware and software, server software and other technical accessories supplied to the West Bengal State Warehousing Corporation (WBSWC) shall have no defects arising from design or workmanship or any act or omission of the SI or otherwise. The warranty shall remain valid for the Term and Annual Renewal(s), as may be applicable, as per Clause 1 (Duration of the Contract) of the GCC, on all the Deliverables as per the Contract; and
- (ii) The SI shall replace at its own cost and expenses, any parts/ components of the Deliverables as per the Contract if the same are found to be defective or damaged or not functional to the optimal capacity by the West Bengal State Warehousing Corporation (WBSWC), in its sole discretion. It is hereby further clarified that under no circumstances the West Bengal State Warehousing Corporation (WBSWC) shall be liable to pay any additional costs for such replacement of any parts/ components of the Deliverables and the warranty provided herein by the SI shall always cover such costs and expenses during the Term and Annual Renewal(s), as may be applicable.

11. Indemnity

- (i) Notwithstanding anything contained in the Contract, the SI agrees to indemnify and hold harmless the West Bengal State Warehousing Corporation (WBSWC) and its managers, officers, directors, employees and advisors (“**West Bengal State Warehousing Corporation (WBSWC) Indemnified Party**”) forthwith upon demand at any time and from time to time, from and against any and all claims, charges, duties, penalties, liabilities, costs, damages, losses, claims, suits, injunctions, expenses of investigating and/or defending any claim, including legal fees and disbursements and consultants’ fees and disbursements etc. to which West Bengal State Warehousing Corporation (WBSWC) Indemnified Party may become subject, in so far as such claims arise out of, in any way relate to, or result from:
 - (a) any mis-statement or any breach of any representation or warranty as specified in the Contract made by SI or any other person claiming through or under it, including sub-contractors or agents appointed by it, and their respective employees, agents, and representatives, etc.; and/ or
 - (b) the failure, negligence, fraudulent omissions, willful misconduct by SI to fulfil any agreement, covenant or condition contained in the Contract, including without limitation the breach of any terms and conditions of the Contract by any employee or sub-contractor or agent of the SI or person claiming through or under the SI; and/ or
 - (c) failure by the SI or any other person claiming through or under it, including sub-contractors or agents appointed by it, and their respective employees, agents, and representatives, etc. to comply with the applicable laws, including acts, ordinances, rules, regulations, bye laws or notifications, orders, circulars; and/ or
 - (d) breach or failure on part of the SI or any other person claiming through or under it, including sub-contractors or agents appointed by it, and their respective employees, agents, and representatives, etc. to comply with Clause 18 (Compliance with Data Protection Laws) and Clause 19 (Confidentiality Requirements) of the GCC; and/ or
 - (e) failure by the SI or any other person claiming through or under it, including sub-contractors or agents appointed by it, and their respective employees, agents, and

representatives, etc. to pay any applicable rates, levies, taxes, cess and statutory duties and impositions of whatsoever and howsoever nature; and/ or

- (f) any claims made by any third party against West Bengal State Warehousing Corporation (WBSWC) arising out of any act, deed or omission by the SI and / or persons claiming through or under the SI; and/ or
 - (g) performance of the Contract by the SI.
- (ii) For the avoidance of doubt, indemnification of claims shall be made in amount(s) sufficient to restore the West Bengal State Warehousing Corporation (WBSWC) Indemnified Party to the financial position it would have been in had the claims not occurred.

12. Defence of Claims

- (i) In the event that West Bengal State Warehousing Corporation (WBSWC) Indemnified Party receives a claim from a third party in respect of which it is entitled to be indemnified under Clause 11 (Indemnity) of GCC, it shall notify the SI within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the SI, which approval shall not be unreasonably withheld or delayed. In the event that the SI wishes to contest or dispute the claim it may conduct the proceedings in the name of the West Bengal State Warehousing Corporation (WBSWC) Indemnified Party subject to the West Bengal State Warehousing Corporation (WBSWC) Indemnified Party being secured against any costs involved, to its reasonable satisfaction; and
- (ii) If the SI exercises its rights to contest or dispute the claim, then the West Bengal State Warehousing Corporation (WBSWC) Indemnified Party shall nevertheless have the right to employ its own counsel/law firm and such counsel/law firm may participate in such action, and the fees and expenses of such counsel/law firm shall be borne by the SI, as and when incurred. The counsel/law firm engaged by the West Bengal State Warehousing Corporation (WBSWC) Indemnified Party shall have the right to direct the defense of such claim, action, suit or proceeding on behalf of the West Bengal State Warehousing Corporation (WBSWC) Indemnified Party.

13. Liquidated Damages

- (i) In case the SI is in breach or default as specified in the table below and fails to cure such breach or default within the timelines specified in the table below, the West Bengal State Warehousing Corporation (WBSWC) shall be entitled to deduct such sums as specified in the table below, as liquidated damages from the Contract Fee due to the SI or from the PBG. Determination of such breach or default on the part of the SI shall be ascertained by the West Bengal State Warehousing Corporation (WBSWC) at its sole discretion and the SI shall accept such determination of the West Bengal State Warehousing Corporation (WBSWC) without any demur or protest.
- (ii) Any software failure needs to be fixed within 24 hours and hardware failure needs to be fixed within 48 hours of working days. Failing in timely fixes will lead to penalty on monthly payments.
- (iii) Any hardware related fault which requires replacement of the hardware shall have to be replaced and brought to working condition within 72 hours.
- (iv) Penalty shall be levied as per the penalty clause of the SLA

- (v) The SI shall not shut down or close any systems or any part of it for undertaking scheduled maintenance or repair works except with the prior written approval of the West Bengal State Warehousing Corporation (WBSWC). Such approval shall be sought by the SI through a written request to be made at least 7 (seven) days before the proposed closure and shall be accompanied by particulars indicating the reason(s), nature and extent of repair or maintenance and the period of closure. The SI shall also furnish particulars indicating the minimum time required for completing such repair or maintenance. Upon receiving such request, West Bengal State Warehousing Corporation (WBSWC) shall grant permission with such modifications and on such terms as it may deem necessary. Upon receiving such permission, the SI shall be entitled to close the relevant component/part of the Systems in accordance with such permission and re-open it within the period stipulated in such permission.
- (vi) The SI acknowledges and accepts that the liquidated damages amount agreed upon is fair and reasonable and quantum of liquidated damages assessed and levied by the West Bengal State Warehousing Corporation (WBSWC) in terms of the provisions of the Contract shall be final and binding on the SI and the SI shall not dispute or challenge the same on the ground that the said quantum of liquidated damages imposed on it is unreasonable and penal in nature.
- (vii) In case of replacement of a defective and/or malfunctioning Hardware device, it shall be the responsibility of the SI to collect / retrieve / recover all transaction data from such defective and/or malfunctioning hardware Device and ensure that all such transaction data has been duly synced with the West Bengal State Warehousing Corporation (WBSWC)'s designated server(s).

14. Termination of Contract by West Bengal State Warehousing Corporation (WBSWC)

- (i) Termination for breach of Contract
 - (a) Without prejudice to any other right or remedy which the West Bengal State Warehousing Corporation (WBSWC) may have in respect thereof under the Contract, upon the occurrence of any breach of Contract and failure of the SI to cure such breach within a cure period of 15 (fifteen) days, the West Bengal State Warehousing Corporation (WBSWC) shall be entitled to terminate the Contract forthwith by issuing a termination notice to the SI; and
 - (b) The following shall apply in respect of cure of any breach of Contract:
 - The said cure period shall commence from the date on which the written notice of the breach of Contract is sent by the West Bengal State Warehousing Corporation (WBSWC) to the SI asking the SI to cure the breach specified in the said notice; and
 - The aforesaid notice or the cure period shall not relieve or waive or shall be deemed to relieve or waive the SI from any liability for damages caused by its default.
- (ii) Termination for convenience:

The West Bengal State Warehousing Corporation (WBSWC) may at any time terminate the Contract without any reason whatsoever, by giving at least 90 (ninety) days' prior notice in writing to the SI.
- (iii) Termination for specific events of default:

The West Bengal State Warehousing Corporation (WBSWC) reserves the right to terminate the Contract by giving 30 (thirty) days' prior notice in writing to the SI in the event:

- (a) the SI is convicted by a competent court or authority on grounds of tax evasion, criminal misconduct etc.; or
- (b) if the SI is liable to pay liquidated damages, amount of which exceeds 5% (five percent) of the Contract Fee; or
- (c) in case of delay beyond a period of 20 (twenty) weeks by the SI in fulfilment of the milestone(s) as per the Delivery Schedule;
- (d) The SI fails to update and/ or renew the PBG as specified in Clause 5 (Performance Bank Guarantee) of the GCC; or
- (e) If the SI breaches the terms and conditions of Clause 21 (Change in Management Control); or
- (f) If any person initiates against the SI or if the SI initiates against itself any proceeding seeking relief as insolvent or adjudication as bankrupt or any other relief under the applicable laws affecting the rights of the creditors, or a petition is presented for the winding up and/or liquidation of the SI, and in the case of any such proceeding or petition or application instituted or presented against the SI in any court of law or tribunal or statutory authority, such proceeding or petition or application results in a judgment of insolvency or bankruptcy of the SI.

15. Commercial Consequences of Termination of Contract

- (i) Subject to Clause 16 (Continuity of Service) of GCC, upon termination of the Contract in terms of Clause 14 above, the West Bengal State Warehousing Corporation (WBSWC) shall make payment of the last unbilled and/ or unpaid quarterly invoice or part thereof, as applicable, after deducting any sums due to the West Bengal State Warehousing Corporation (WBSWC) from the SI; and
- (ii) Upon termination of the Contract in terms of Clause 14 (ii) above or in the event of expiry of the Contract, the West Bengal State Warehousing Corporation (WBSWC) shall return the PBG to the SI after deducting any outstanding amount due to it from the SI within 180 (one hundred eighty) days from the date of expiry or termination of the Contract. However, in the event of termination in terms of Clause 14 (i) or Clause 14 (iii) above as well as for the breach of the provisions of Clause 16 (Continuity of Service) of GCC on the part of the SI, the West Bengal State Warehousing Corporation (WBSWC) shall be entitled to forfeit the entire PBG.

16. Continuity of Service

- (i) Notwithstanding anything stated herein, upon termination of the Contract, the West Bengal State Warehousing Corporation (WBSWC) shall reserve its right to direct the SI to continue to perform its obligations on the same terms and conditions as specified in the Contract, till the time a new system integrator is appointed by the West Bengal State Warehousing Corporation (WBSWC) provided however the aforesaid direction of the West Bengal State Warehousing Corporation (WBSWC) shall not be for a period more than 180 (one hundred eighty) days;
- (ii) In the event the SI refuses to abide by the directions of the West Bengal State Warehousing Corporation (WBSWC) in this regard, the West Bengal State Warehousing Corporation (WBSWC), in addition to any right or remedy it may have under the Contract and/ or applicable laws, shall be

entitled to declare the SI indefinitely or for a specific period of time, ineligible to participate in any tender/bidding process of the West Bengal State Warehousing Corporation (WBSWC); and

- (iii) The West Bengal State Warehousing Corporation (WBSWC) also reserves the right to forfeit last unbilled and/ or unpaid quarterly invoice or part thereof, as applicable, payable to the SI under the Contract.

17. Exit Management

Upon expiry or termination of the Contract:

- (i) The SI shall provide a detailed report on the status of the work carried out by it till the date of expiry or termination;
- (ii) The SI shall not be entitled to and/or make a claim for lost or foregone profits, revenues, consequential damages or any other costs, damages, expenses or losses of any kind as a result of or in connection with the expiry or termination of the Contract;
- (iii) The SI shall remove all its employees and personnel from the work locations forthwith;
- (iv) The SI shall hand over to the West Bengal State Warehousing Corporation (WBSWC) or to its permitted assigns all documents including documents, manuals and records relating to work done by it under the Contract and also relating to the systems, hardware and software;
- (v) At the end of the 5 year operation and maintenance agency will hand over the hardware and software and the related source code of the software to the department or new vendor authorized by the department.
- (vi) The SI shall conduct knowledge transfer to the West Bengal State Warehousing Corporation (WBSWC) or to its permitted assigns including providing up-to-date technical know-how and data relating to the systems, hardware and software and the West Bengal State Warehousing Corporation (WBSWC) reserves the right to appoint an auditor to inspect the same;
- (vii) Subject to clause (v) above, any data that the SI does not or cannot return to the West Bengal State Warehousing Corporation (WBSWC), the SI shall prior to date of expiry or termination of the Contract, permanently destroy all paper or other hard copy media on which it is recorded, and/or wipe it from any hard drive, external storage device or other electronic medium on which it has been stored to render the data incapable of being read, deciphered, reconstructed or recoverable or otherwise physically destroy the medium on which the data is stored so that the data is not recoverable. The SI will further confirm in writing to the West Bengal State Warehousing Corporation (WBSWC) that all such information has been securely destroyed or permanently erased and specify the specific means of destruction;
- (viii) The SI shall transfer or cause to be transferred to the West Bengal State Warehousing Corporation (WBSWC) any agreements or contracts which the SI might have entered into with third parties relating to performance of the Contract or for meeting any of its other obligations under the Contract, which are:
 - (a) valid and subsisting;
 - (b) capable of being transferred to the West Bengal State Warehousing Corporation (WBSWC); and

(c) agreed to be taken over by West Bengal State Warehousing Corporation (WBSWC) as per its discretion.

The SI shall terminate or cause to be terminated such agreements or contracts which are not transferred to the West Bengal State Warehousing Corporation (WBSWC).

- (ix) The SI shall, without any additional payment, be obligated to remove from the work locations all such movable assets as may be directed by the West Bengal State Warehousing Corporation (WBSWC);
- (x) The West Bengal State Warehousing Corporation (WBSWC) shall be entitled to restrain the SI and any person claiming through or under the SI from entering the work locations or any part thereof;
- (xi) All the cost, expense and other amount due to the SI's employees or any other personnel engaged by the SI in connection with or in relation to performance of the Contract shall be the sole responsibility of the SI even after the expiry or termination of the Contract;
- (xii) The SI shall execute all such documents as directed by the West Bengal State Warehousing Corporation (WBSWC) in order to give effect to transfer of licenses, registrations, approvals, consents etc., acquired in favour of the new system integrator appointed by the West Bengal State Warehousing Corporation (WBSWC). The SI shall be required to enter into deeds and agreements as directed by the West Bengal State Warehousing Corporation (WBSWC) in order to assign and transfer the rights and obligations of the SI under the Contract in favour of the new system integrator appointed by the West Bengal State Warehousing Corporation (WBSWC);
- (xiii) The SI shall promptly transfer, deliver, and assign to the West Bengal State Warehousing Corporation (WBSWC) all Inventions, including but not limited to any source code, automation servers, software, tools, systems, equipment, prototypes, designs, databases, documentation, and any related materials or assets developed, used, or created in connection with this Agreement. The SI shall ensure that all Inventions are fully operational, accessible, and free from any third party encumbrances or restrictions that would impede the West Bengal State Warehousing Corporation (WBSWC)'s ownership or usage rights, and shall provide all necessary access credentials, keys, passwords, or other information required for the West Bengal State Warehousing Corporation (WBSWC) to independently access, use, modify, or maintain the Inventions without dependency on the SI. The SI shall cooperate with the West Bengal State Warehousing Corporation (WBSWC) to facilitate a smooth transition, provide any assistance necessary to ensure the full functionality, continuity, and usability of the Inventions, and certify in writing that no copies of the Inventions, in any form or medium, remain in the possession or control of the SI or its agents; and
- (xiv) Notwithstanding contained herein, the SI shall for a period of 180 (one hundred eighty) days from the date of expiry or termination of Contract, without any financial emoluments provide all necessary handholding and relevant support to the new system integrator appointed by the West Bengal State Warehousing Corporation (WBSWC) including transfer of technical know-how, maintenance and up gradation of software applications and transaction data management, failing which the PBG shall be invoked and the proceeds thereto shall be forfeited by the West Bengal State Warehousing Corporation (WBSWC).

- (i) The SI or any other person claiming through or under it, including sub-contractors or agents appointed by it, and their respective employees, agents, and representatives, etc. shall, at all times, comply with all applicable laws, relating to privacy and the processing of personal data, including the Digital Personal Data Protection Act, 2023, Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016, including sectoral regulations, other guidelines and codes of practice as maybe applicable to the Contract, in relation to the personal data processed by it under the Contract and shall not do, nor cause or permit to be done, anything which may result in a breach of the same;
- (ii) The SI warrants to the West Bengal State Warehousing Corporation (WBSWC) that:
 - (a) it shall process the personal data only to the extent, and in such a manner, as is reasonably necessary to perform its obligations under the Contract, or as is required by any applicable laws, as the case may be;
 - (b) it has implemented appropriate technical and organizational measures and has reasonable security practices and systems in place to protect any personal data, accessed or processed by it, against unauthorized and unlawful processing and against accidental loss, destruction, disclosure, damage or alteration, and shall regularly assess and evaluate the effectiveness of such measures, practices and systems;
 - (c) it shall not, and shall ensure that no third party introduces any malware into the transaction data, systems, server and software used to perform the obligations under the Contract, or in any other way destroys, damages or corrupts any West Bengal State Warehousing Corporation (WBSWC) or SI systems and software;
 - (d) In the event that the malware affects the West Bengal State Warehousing Corporation (WBSWC)'s or SI's systems and software, the SI shall at its own cost and expense, take all steps necessary to eliminate the malware, mitigate any losses of operational efficiency or transaction data caused by such malware, and assume responsibility for all data clean-up and reconstruction costs incurred by the West Bengal State Warehousing Corporation (WBSWC) or the SI resulting directly or indirectly from the introduction of the malware;
 - (e) only those personnel that need to have access to personal data will be given access thereto, and only to the extent necessary to perform the obligations under the Contract, and only after the relevant personnel has been informed by the SI of the confidential nature of the personal data and such personnel agree in writing to comply with the obligations set out in this clause;
 - (f) it shall not publish, disclose or divulge (and ensure that any personnel as abovementioned do not publish, disclose or divulge) any personal data to any third party, nor allow any third party to process personal data on its behalf, unless the West Bengal State Warehousing Corporation (WBSWC) has given its prior written consent; and
 - (g) it shall immediately notify the West Bengal State Warehousing Corporation (WBSWC) if it detects a security incident which has resulted in a data breach, and the SI shall provide forthwith all relevant information to the West Bengal State Warehousing Corporation (WBSWC) concerning any such data breach.
- (iii) The SI shall obtain equivalent representations, warranties and covenants from its sub-contractors or agents appointed by it, and their respective employees, agents, and representatives, or any person claiming through or under the SI.

19. Confidentiality Requirements

- (i) The SI undertakes that it shall not at any time during the Term and Annual Renewal(s), as may be applicable and at all times after termination or expiry of the Contract, disclose to any person any Confidential Information which has been disclosed to the SI by the West Bengal State Warehousing Corporation (WBSWC), its employees, agents, consultants or subcontractors or any other confidential information concerning the West Bengal State Warehousing Corporation (WBSWC)'s activities and functions which the SI may obtain from the West Bengal State Warehousing Corporation (WBSWC) or any third party;
- (ii) The SI shall use the Confidential Information only for the purposes of the Contract and shall protect such Confidential Information from disclosure to others using the same degree of care used to protect its own proprietary information of like importance but in any case, using no less than a reasonable degree of care; and
- (iii) The SI may only disclose the Confidential Information it receives to its team or personnel only on a need-to-know basis for the purpose of performing its obligations under the Contract and the SI shall ensure that the team or personnel to whom such Confidential Information has been disclosed also complies with the provisions of this clause.

For the purpose of this RFP, 'Confidential Information' shall mean information including transaction data published in the public domain (whether in oral, written, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, patents, know-how, plans, budgets and personnel of the West Bengal State Warehousing Corporation (WBSWC) and its affiliates which may be disclosed or otherwise learned by the SI in course of or in connection with the Contract, including information received during negotiations, location visits and meetings in connection with the Contract.

20. Performance Review

- (i) Performance review of the services rendered by the SI under the Contract will be carried out in project review meetings to be held as per the discretion of the West Bengal State Warehousing Corporation (WBSWC), during the lifecycle of the Contract;
- (ii) The project review meetings will be conducted under the aegis of Joint Secretary, Food and Supplies Department or any designated officer appointed by the West Bengal State Warehousing Corporation (WBSWC) with the SI or its nominated representatives;
- (iii) Indicative agenda for these meetings will be to discuss progress of the project, priorities, service levels and device performance with respect to locations of the warehouse; and
- (iv) The meeting date, time and venue will be informed by the West Bengal State Warehousing Corporation (WBSWC).

21. Change in Management Control

- (i) The SI shall ensure that the existing shareholders/partners/designated partners, as the case may be, of the SI maintain the shareholding or ownership interest as well as management control, as existing on the date of submission of its bid, till the expiry of the Contract;
- (ii) At all points of time, the SI shall ensure that, it shall not have any shareholder(s)/ partner(s)/ designated partner(s), (as the case may be) whether directly or indirectly, who belongs to or is incorporated or registered in any of the countries sharing geographical land border with India; and

- (iii) Notwithstanding the aforesaid, any transfer of or change in shareholding/equity/ownership interest in the SI including by way of a restructuring or amalgamation, shall only be with the prior written approval of the West Bengal State Warehousing Corporation (WBSWC).

22. Intellectual Property Rights

- (i) The SI represents, warrants and covenants to the West Bengal State Warehousing Corporation (WBSWC) that, in relation to the Deliverables provided under this Contract, it shall not breach or infringe or otherwise violate any third party intellectual property rights and/ or applicable laws;
- (ii) The SI further acknowledges that all intellectual property rights including any trademark and related rights in the 'Food and Supplies Department, Government of West Bengal' exclusively vests with the West Bengal State Warehousing Corporation (WBSWC) and the SI shall only use the same with the prior written specific or general permission of the West Bengal State Warehousing Corporation (WBSWC) and only in relation to performing its obligations under the Contract;
- (iii) The SI agrees to make full and prompt disclosure in writing to the West Bengal State Warehousing Corporation (WBSWC) of all inventions, improvements, discoveries, methods, developments, software, source code, and works of authorship, whether or not patentable or copyrightable, which are created, made, conceived, or reduced to practice by the SI or jointly with others during the subsistence of the Contract, whether or not during operating hours or on the premises of the West Bengal State Warehousing Corporation (WBSWC) (collectively "**Inventions**");
- (iv) The SI acknowledges and accepts that all Inventions, including source code, are developed as works for hire for the West Bengal State Warehousing Corporation (WBSWC) under the Contract. The SI acknowledges that the intellectual property rights in the Inventions, source code, or any other work in the course of the Agreement shall be the proprietary property of the West Bengal State Warehousing Corporation (WBSWC), and all rights, title, and interests therein shall vest in the West Bengal State Warehousing Corporation (WBSWC). The SI hereby agrees to absolutely and unconditionally assign to the West Bengal State Warehousing Corporation (WBSWC) all its right, title, and interest in and to all Inventions, source code, and all intellectual property rights therein, as and when such Inventions, source code, and intellectual property rights are created. Such assignment shall, to the extent permissible by applicable law, be automatic, without requiring any further acts by any party. The SI specifically undertakes to waive all rights of paternity, integrity, disclosure, and withdrawal, and any other rights that may be known or referred to as "moral rights" or the like, if any, in the said Inventions and source code;
- (v) In addition, if any Inventions, including source code, does not qualify as a works for hire, the SI hereby shall make all assignments necessary to grant ownership of the same in favour of the West Bengal State Warehousing Corporation (WBSWC). The SI shall further assist the West Bengal State Warehousing Corporation (WBSWC), at the West Bengal State Warehousing Corporation (WBSWC)'s expense, to further evidence, record, and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights assigned. The SI hereby irrevocably designates and appoints the West Bengal State Warehousing Corporation (WBSWC) and its agents as attorneys to act for and on its

behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by the SI;

- (vi) If any part of the Inventions, including source code, is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed, or otherwise exploited without using or violating technology or intellectual property rights owned or licensed by the SI and not assigned hereunder, the SI hereby grants the West Bengal State Warehousing Corporation (WBSWC) a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sub-licensable right and license to exploit and exercise all such technology and intellectual property rights in support of the West Bengal State Warehousing Corporation (WBSWC)'s exercise or exploitation of the services, Inventions, source code, other work performed hereunder, or any assigned rights (including any modifications, improvements, and derivatives of any of them); and
- (vii) The provisions of this Clause shall survive the termination or expiry of the Contract.

23. Force Majeure

- (i) Neither Party shall be liable for any delay in performing its obligations under the Contract caused by circumstances beyond its reasonable control, provided that, such circumstances substantially affect or impair the ability of the Party to perform its obligations under the Contract. These circumstances shall only mean Act of God and natural calamities (“**Force Majeure Event**”);
- (ii) Each Party whose performance of any obligations under the Contract is affected by a Force Majeure Event shall:
 - (a) promptly notify the other Party of the occurrence of a Force Majeure Event including the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure Event; and
 - (b) Use its reasonable endeavors to remedy or mitigate the effect of the Force Majeure Event.
- (iii) In the event that, a Force Majeure Event continues for more than 30 (thirty) days, the Parties shall enter into discussions to agree, in good faith, the best way forward; and
- (iv) In the eventuality that a Force Majeure Event, persists for a period of more than 60 (sixty) days, the West Bengal State Warehousing Corporation (WBSWC) shall have a right to terminate the Contract by giving 7 (seven) days' prior notice in writing to the SI and upon such termination, the West Bengal State Warehousing Corporation (WBSWC) shall return the PBG to the SI after deducting any outstanding amount due to it from the SI within 180 (one hundred eighty) days from the date of expiry or termination of the Contract.

24. Governing Law

The Contract shall be governed by the laws of India and subject to Clause 25 (Dispute Resolution), of the GCC any dispute arising out of the Contract, shall be exclusively subject to jurisdiction of courts in Kolkata, West Bengal.

25. Dispute Resolution

- (i) Any or all disputes, differences or claims arising out of the performance of the Contract or construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Contract, or the rights, duties or liabilities of any Party under the Contract, at any time, whether relating to law or

fact or both, shall at first be attempted to be resolved between the West Bengal State Warehousing Corporation (WBSWC) and the SI amicably through mutual discussion and negotiation. Either of the Parties shall be entitled to give notice of such dispute to the other Party requesting for bi-partite discussion between them. Upon receiving such notice, the other Party shall forthwith enter into discussions with the Party issuing the said notice in an attempt to resolve such dispute, within a period of 30 (thirty) days from the date of issuance of such notice; and

- (ii) In the event any dispute between the Parties cannot be amicably settled within the period of 30 (thirty) days as specified above, then either of the Parties shall be entitled to approach relevant court(s) in Kolkata, West Bengal, which shall have the exclusive jurisdiction over all matters relating to or arising out of the Contract.

26. Notices

Unless otherwise agreed between the Parties, all notices required to be given under this Contract shall be in writing and must be delivered by hand or sent by post or by e-mail to the other Party at the address or e-mail address of that Party as provided below, save and except notice(s) of termination which shall only be delivered by hand or sent by post.

WEST BENGAL STATE WAREHOUSING CORPORATION (WBSWC):

11-A Mirza Ghalib Street, Kolkata 700087, E-mail ID: se.wbswc@gmail.com

SI:

[●]

A Party may change its address for service provided that it gives the other Party prior notice of the same in accordance with this clause.

27. Amendment

No amendments, modifications or alterations of or any additions to the terms and conditions of the Contract including this GCC shall be valid unless the same is in writing and agreed to by both the Parties.

28. Relationship

The relationship of the SI with the West Bengal State Warehousing Corporation (WBSWC) shall be that of an independent contractor and that neither the Contract, nor the relationship created by it, is intended to create, and will not be construed as creating, any partnership, joint venture or fiduciary obligation with regard to, or as between, the Parties.

29. Severability

If for any reason whatsoever any clause(s) or any part(s) of the Contract is declared void or illegal or invalid under applicable laws, by any judicial authority, and if such provision(s) or part(s) shall be fully separable then the Contract shall be constructed as if such provision(s) or part(s) never comprised part of the Contract and the remaining provision(s) or part(s) of the Contract shall remain in full force and effect and shall not be affected by such void or illegal or invalid provision(s) or part(s) or by its severance from the Contract.

30. Continuance of Performance

At all times including during any pending dispute between the Parties, the SI shall continue to perform its obligations under the Contract and as directed by the West Bengal State Warehousing Corporation (WBSWC) and shall be governed by the Contract.

31. Waiver

No waiver of any term or condition or breach thereof by West Bengal State Warehousing Corporation (WBSWC) shall be valid unless expressed in writing and signed by the West Bengal State Warehousing Corporation (WBSWC) and communicated by the West Bengal State Warehousing Corporation (WBSWC) to the SI. A waiver by the West Bengal State Warehousing Corporation (WBSWC) of any term or condition or breach thereof in a given case shall not be deemed or construed as a general waiver of such term or condition or breach thereof in the future or waiver of any other term(s) or condition(s) or breach thereof.

32. Assignment

The SI shall not assign or transfer its interest in the Contract without the prior written consent of the West Bengal State Warehousing Corporation (WBSWC). Notwithstanding any such assignment, the SI shall remain fully liable to the West Bengal State Warehousing Corporation (WBSWC), jointly and severally, with any such assignee or transferee.

33. No Press Release

No press release in relation to the Contract or the transactions contemplated herein or any other announcement will be issued by the SI without the prior written consent of the West Bengal State Warehousing Corporation (WBSWC).

34. Entire Agreement

The Contract constitutes the whole agreement between the Parties and supersedes any previous written or oral agreements, understandings, negotiations and discussions between the Parties in relation to the matters dealt with in the Contract.

35. Further Assurances

The Parties shall with reasonable diligence, do all such things, take all such actions and provide all such reasonable assurances as may be required to consummate the transactions contemplated by the Contract and each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to the purpose and intent of the Contract and carry out its provisions.

36. Survival of Obligations

- (i) Notwithstanding anything to the contrary in the Contract, any expiry or termination of the Contract will not affect the effectiveness of the provisions of Clause 11 (Indemnity), Clause 12 (Defence of Claims), Clause 15 (Commercial Consequences of Termination of Contract), Clause 16 (Continuity of Service), Clause 17 (Exit Management), Clause 18 (Compliance with Data Protection Laws), Clause 19 (Confidentiality Requirements), Clause 26 (Notices), this Clause 36 and Clause 37 (Specific Performance), and the said provisions shall be specifically enforceable by the West Bengal State Warehousing Corporation (WBSWC), independent of the Contract, for any breach thereof; and
- (ii) Any cause of action which may have occurred in favor of the West Bengal State Warehousing Corporation (WBSWC) or any right which may have accrued or vested in the West Bengal State Warehousing Corporation (WBSWC) during the Contract, as a result of

any act, omission, deed or matter done or omitted to be done by the SI, shall survive beyond the expiry or termination of the Contract.

37. Specific Performance

The SI acknowledges and agrees that the covenants in the Contract were negotiated at arm's length and are fair and reasonable. The SI further acknowledges that any breach or threatened or attempted breach of any provision of the Contract would cause irreparable, material, immeasurable, continuing and immediate harm to the West Bengal State Warehousing Corporation (WBSWC) and the monetary damage would not be sufficient or adequate to protect the West Bengal State Warehousing Corporation (WBSWC)'s interests. The West Bengal State Warehousing Corporation (WBSWC) will be entitled to institute and prosecute proceedings in any court of competent jurisdiction to prevent the SI from violating any contractual or legal obligation or to compel performance of the SI's obligations hereunder. Any relief of injunction and/or specific performance shall be in addition to any remedy for damages which the West Bengal State Warehousing Corporation (WBSWC) may be entitled to.

SECTION VII

FORM OF AGREEMENT

THIS SERVICE LEVEL AGREEMENT (“Contract”) is entered into on this the [●] day of [●], 2025

BETWEEN

FOOD AND SUPPLIES DEPARTMENT, GOVERNMENT OF WEST BENGAL, having its office at 11-A Mirza Ghalib Street, Kolkata 700087 (hereinafter referred to as the “**West Bengal State Warehousing Corporation (WBSWC)**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns and substitutes) of the **First Part**.

AND

[If the System Integrator is a Company]

[●], a company incorporated within the meaning of Companies 2013, having PAN [●] and CIN [●], having its registered office at [●], represented by its director/ authorized signatory [●], (hereinafter referred to as the “**SI**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the **Second Part**.

[OR]

[If the System Integrator is a Partnership Firm/Limited Liability Partnership]

[●], a partnership firm/limited liability partnership registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008 having PAN [●] and LLPIN [●]/Partnership Registration No. [●], having its principal place of business at [●], represented by its authorized partner [●], (hereinafter referred to as the “**SI**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assigns and substitutes, including those of the respective partners) of the **Second Part**.

The West Bengal State Warehousing Corporation (WBSWC) and the SI shall be individually referred to as a **Party** and collectively referred to as **Parties**.

WHEREAS:

The West Bengal State Warehousing Corporation (WBSWC), with an aim focus on **real-time monitoring, analysis, and optimization** of warehouse operations, covering aspects such as **security, inventory tracking, and safety management** through the use of related software and hardware integration.

- A. The West Bengal State Warehousing Corporation (WBSWC) has decided to outsource complete design, implement, and operate a comprehensive warehouse monitoring solution based on Computer Vision and Artificial Intelligence (AI) in West Bengal, to reputed and competent agency(ies) for 5 years to be selected through a transparent and competitive bidding process
- B. The West Bengal State Warehousing Corporation (WBSWC) had prescribed certain financial and technical criteria and invited bids by its Request for Proposal- NIET No. 26 OF 2025-26

OF SE/WBSWC dated 18th June 2025 for selection of SI for providing solution of Deliverables (“**RFP**”) for selection of a system integrator for the aforesaid purpose.

- C. After evaluation of the Technical Proposals and Financial Proposals received, the West Bengal State Warehousing Corporation (WBSWC) had accepted the bid of the SI (being the selected bidder) and issued award bearing No. [●] dated [●] (“**Notification of Award**”) to the SI which has been duly accepted by the SI.
- D. The SI has submitted the Performance Bank Guarantee in accordance with Clause 31 of Section II of the RFP.
- E. Accordingly, the West Bengal State Warehousing Corporation (WBSWC) and the SI has mutually agreed to enter into and be legally bound by the terms and conditions recorded in this Contract and record their respective rights, powers, duties and obligations in connection therewith.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 Any word or expression or any capitalised terms used in this Contract shall, unless otherwise specifically defined in this Contract, have the same meanings as are respectively assigned to them in the RFP.
- 2 The following documents (collectively referred to as “**Transaction Documents**”) shall be deemed to form and be read and construed as part of this Contract and shall be binding on the SI:
 - (i) Notice Inviting e-Tender (“**e-NIT**”) being Section I of the RFP;
 - (ii) Instructions to Bidders (“**ITB**”) being Section II of the RFP;
 - (iii) Project Overview and Scope of Work (“**Scope of Work**”) being Section III of the RFP;
 - (iv) Annexures I to IX (“**Annexures**”) being Section V of the RFP;
 - (v) General Conditions of Contract (“**GCC**”) being Section VI of the RFP;
 - (vi) Bid submitted by the SI comprising the Technical Proposal and the Financial Proposal;
 - (vii) Clarifications to the queries raised by the bidders *[if applicable]*;
 - (viii) Addendum/Corrigendum dated [●] issued by the West Bengal State Warehousing Corporation (WBSWC) *[if applicable]*;
 - (ix) Notification of Award dated [●] bearing No. [●] issued by the West Bengal State Warehousing Corporation (WBSWC) to the SI; and
 - (x) Any other letter or communication exchanged between the West Bengal State Warehousing Corporation (WBSWC) and the SI during the Term and Annual Renewal(s), as may be applicable.
 - (xi) Service Level Agreement
- 3 In consideration of the payments to be made by the West Bengal State Warehousing Corporation (WBSWC) to the SI for the performance of its obligations under the Contract, the

SI hereby covenants to carry out its obligations in conformity in all respects with the provisions of the Transaction Documents.

- 4 Unless otherwise agreed between the Parties, all notices required to be given under this Contract shall be in writing and must be delivered by hand or sent by post or by e-mail to the other Party at the address or e-mail address of that Party as provided below, save and except notice(s) of termination which shall only be delivered by hand or sent by post.

WEST BENGAL STATE WAREHOUSING CORPORATION (WBSWC):

11-A Mirza Ghalib Street, Kolkata 700087, E-mail ID: se.wbswc@gmail.com

SI:

A Party may change its address for service provided that it gives the other Party prior notice of the same in accordance with this clause.

- 5 This Contract may be executed in any number of documents or counterparts, each in the like form and all of which when taken together shall constitute one and the same document and a Party may execute this Contract by signing any one or more such documents or counterparts.

IN WITNESS WHEREOF the Parties have executed and delivered this Contract by their duly authorized representatives on the date first above written:

| | |
|--|--|
| <p>Signed, Sealed and Delivered</p> <p>on behalf of the West Bengal State Warehousing Corporation (WBSWC) by the hand of [●]:</p> <p>[●] (Signature) [●] (Name) [●] (Designation)</p> <p>In the presence of Witnesses:</p> <p>[●] (Signature) [●] (Name) [●] (Designation)</p> | <p>Signed, Sealed and Delivered</p> <p>on behalf of the SI by the hand of its Director/Partner/Designated Partner pursuant to authorization letter dated [●] and pursuant to power of attorney dated [●]:</p> <p>[●] (Signature) [●] (Name) [●] (Designation)</p> <p>In the presence of Witnesses:</p> <p>[●] (Signature) [●] (Name) [●] (Designation)</p> |
|--|--|

SERVICE LEVEL AGREEMENT (SLA)

THIS SERVICE LEVEL AGREEMENT (“Contract”) is entered into on this the [●] day of [●], 2025

BETWEEN

FOOD AND SUPPLIES DEPARTMENT, GOVERNMENT OF WEST BENGAL, having its office at 11-A Mirza Ghalib Street, Kolkata 700087 (hereinafter referred to as the “**West Bengal State Warehousing Corporation (WBSWC)**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns and substitutes) of the **First Part**.

AND

[If the System Integrator is a Company]

[●], a company incorporated within the meaning of Companies 2013, having PAN [●] and CIN [●], having its registered office at [●], represented by its director/ authorized signatory [●], (hereinafter referred to as the “**SI**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the **Second Part**.

[OR]

[If the System Integrator is a Partnership Firm/Limited Liability Partnership]

[●], a partnership firm/limited liability partnership registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008 having PAN [●] and LLPIN [●]/Partnership Registration No. [●], having its principal place of business at [●], represented by its authorized partner [●], (hereinafter referred to as the “**SI**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assigns and substitutes, including those of the respective partners) of the **Second Part**.

The West Bengal State Warehousing Corporation (WBSWC) and the SI shall be individually referred to as a **Party** and collectively referred to as **Parties**.

WHEREAS:

The West Bengal State Warehousing Corporation (WBSWC), with an aim focus on **real-time monitoring, analysis, and optimization** of warehouse operations, covering aspects such as **security, inventory tracking, and safety management** through the use of related software and hardware integration.

- F. The West Bengal State Warehousing Corporation (WBSWC) has decided to outsource complete design, implement, and operate a comprehensive warehouse monitoring solution based on Computer Vision and Artificial Intelligence (AI) in West Bengal, to reputed and competent agency(ies) for 5 years to be selected through a transparent and competitive bidding process
- G. The West Bengal State Warehousing Corporation (WBSWC) had prescribed certain financial and technical criteria and invited bids by its Request for Proposal- NIET No. 26 OF 2025-26 OF SE/WBSWC dated 18th June 2025 for selection of SI for providing solution of Deliverables (“**RFP**”) for selection of a system integrator for the aforesaid purpose.

1. Objective of the SLA

To define the performance, responsibilities, service levels, and terms for deployment and management of a comprehensive warehouse monitoring solution based on Computer Vision and Artificial Intelligence (AI). This solution will be developed under a **Build, Own, Operate and Transfer (BOOT)** model for the **period of five (5) years** and will focus on real-time monitoring, analysis, and optimization of warehouse operations, covering aspects such as security, inventory tracking, and safety management.

2. Definitions of Key Terms

| Term | Definition |
|-------------------------------------|--|
| AI-enabled CCTV Camera | CCTV cameras equipped with though not inclusive artificial intelligence capabilities such as intrusion detection, fire/smoke detection, tampering alerts, and video analytics. |
| Fault Response Time | The maximum allowed time from the moment a fault is reported to the acknowledgement and start of resolution efforts by the Service Provider. |
| Fault Resolution Time | The maximum allowed time to fix or resolve a reported fault and restore normal operation. |
| Hardware Replacement | The process and timeline for swapping faulty or damaged physical equipment with a working unit. |
| Preventive Maintenance | Scheduled activities performed to reduce the likelihood of system failures and ensure optimal performance. |
| Disaster Recovery Plan (DRP) | A documented and tested plan to restore system functionality and data access after a catastrophic event. |
| Incident Response Time | Time taken to respond to a raised issue or ticket, including acknowledgement and initiation of troubleshooting. |
| NVR (Network Video Recorder) | A device that records video footage from IP cameras over a network. |
| Cloud Hosting | Storage and processing of video feeds and analytics in remote |

| Term | Definition |
|----------------------|--|
| | servers accessible via the internet. |
| Data Privacy | Protection of video footage and personal data collected to prevent unauthorized access or disclosure. |
| Force Majeure | Events outside reasonable control (natural disasters, strikes, etc.) that delay or prevent contract fulfillment. |

3. Scope of Work

- As mentioned in Section III of the RFP

4. Service Level Metrics

| Metric | Target |
|---------------------------|---|
| Fault Response Time | ≤ 2 hours |
| Fault Resolution Time | Software related fault – upto 1 day from the day on which the fault was reported with a grace period of another 1 day Hardware related fault – upto 2 days from the day on which the fault was reported with a grace period of another 1 day |
| Hardware Replacement time | Within 3 days with a grace period of another 1 day |
| Preventive Maintenance | Quarterly |
| Data Backup Availability | ≥ 60 days stored securely |

Note: The grace period provided in Fault resolution and replacement time of Service Level Metrics shall be exclusively at the discretion of WBSWC and the bidder shall not have any normal right on it.

5. Penalties

| Type of fault | Penalties beyond the resolution time | | | | |
|-------------------------|--------------------------------------|----------------------------------|----------------------------------|-----------------------------------|----------------------------------|
| | 0 -2 days | More than 2 day and upto 4 days | More than 4 days and upto 7 days | More than 7 days but upto 10 days | Beyond 10 days |
| Software related | 100 % of monthly charges per day | 150 % of monthly charges per day | 200 % of monthly charges per day | 250% of monthly charges per day | 300 % of monthly charges per day |
| Hardware related repair | | | | | |
| Hardware replacement | | | | | |

Penalty in case of Repeated faults (3+ / month) of same functionality in software or same hardware

| Type of fault | Penalties beyond the resolution time | | | | |
|----------------------|--------------------------------------|----------------------------------|----------------------------------|-----------------------------------|---------------------------------|
| | 0 -2 days | More than 2 day and upto 4 days | More than 4 days and upto 7 days | More than 7 days but upto 10 days | Beyond 10 days |
| Software related | 150 % of monthly charges per day | 200 % of monthly charges per day | 250% of monthly charges per day | 300 % of monthly charges per day | 350% of monthly charges per day |
| Hardware related | | | | | |
| Hardware replacement | | | | | |

Nos. of days in a month shall be uniformly taken as 30 days.

6. Maintenance & Support

For the duration of the five-year contract, the vendor will provide the following ongoing services to ensure the continued efficiency of the system:

1. Software Updates:

The vendor will provide regular updates, change requests & MIS required to the application platform, for ensuring that the software is kept up-to-date with new features, security patches, and improvements to AI models.

Updates will be scheduled in a manner that minimizes system downtime.

2. Hardware Maintenance:

The vendor will provide ongoing maintenance for all hardware components, devices and equipment, connectors (cameras, sensors, networking devices), including the replacement of faulty parts, and any hardware failures that occur during the five-year contract period.

Hardware upgrades, if necessary, should be proposed as part of an end-of-life management plan.

3. 24/7 Support:

The vendor will provide 24/7 technical support for troubleshooting and incident management.

Support should be accessible through multiple channels (phone, email, and a ticketing system). The vendor must commit to resolving issues in a timely manner, adhering to agreed-upon service level agreements (SLAs).

4. Training:

Comprehensive training sessions will be provided for the Food Department's staff to ensure effective use and management of the system.

This training should cover preparation of user manuals for all modules/functionalities, system operation, troubleshooting, security protocols, and system administration.

Ongoing training should also be available for new staff or updates to the system as necessary during the entire period of contract.

7. Security & Compliance

- a) The bidders shall in addition to the terms and conditions of this RFP have to comply with all applicable laws in India, including acts, ordinances, rules, regulations, bye laws or notifications, orders, circulars, practices and procedures of the Government of India and Government of West Bengal in connection with public tenders generally or the proposed Scope of Work specifically.

b) Compliance with Data Protection Laws

- (i) The SI or any other person claiming through or under it, including sub-contractors or agents appointed by it, and their respective employees, agents, and representatives, etc. shall, at all times, comply with all applicable laws, relating to privacy and the processing of personal data, including the Digital Personal Data Protection Act, 2023, Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016, including sectoral regulations, other guidelines and codes of practice as maybe applicable to the Contract, in relation to the personal data processed by it under the Contract and shall not do, nor cause or permit to be done, anything which may result in a breach of the same;
- (ii) The SI warrants to the West Bengal State Warehousing Corporation (WBSWC) that:
 - (a) it shall process the personal data only to the extent, and in such a manner, as is reasonably necessary to perform its obligations under the Contract, or as is required by any applicable laws, as the case may be;
 - (b) it has implemented appropriate technical and organizational measures and has reasonable security practices and systems in place to protect any personal data, accessed or processed by it, against unauthorized and unlawful processing and against accidental loss, destruction, disclosure, damage or alteration, and shall regularly assess and evaluate the effectiveness of such measures, practices and systems;
 - (c) it shall not, and shall ensure that no third party introduces any malware into the transaction data, systems, server and software used to perform the obligations under the Contract, or in any other way destroys, damages or corrupts any West Bengal State Warehousing Corporation (WBSWC) or SI systems and software;
 - (d) In the event that the malware affects the West Bengal State Warehousing Corporation (WBSWC)'s or SI's systems and software, the SI shall at its own cost and expense, take all steps necessary to eliminate the malware, mitigate any losses of operational efficiency or transaction data caused by such malware, and assume responsibility for

all data clean-up and reconstruction costs incurred by the West Bengal State Warehousing Corporation (WBSWC) or the SI resulting directly or indirectly from the introduction of the malware;

- (e) only those personnel that need to have access to personal data will be given access thereto, and only to the extent necessary to perform the obligations under the Contract, and only after the relevant personnel has been informed by the SI of the confidential nature of the personal data and such personnel agree in writing to comply with the obligations set out in this clause;
 - (f) it shall not publish, disclose or divulge (and ensure that any personnel as abovementioned do not publish, disclose or divulge) any personal data to any third party, nor allow any third party to process personal data on its behalf, unless the West Bengal State Warehousing Corporation (WBSWC) has given its prior written consent; and
 - (g) it shall immediately notify the West Bengal State Warehousing Corporation (WBSWC) if it detects a security incident which has resulted in a data breach, and the SI shall provide forthwith all relevant information to the West Bengal State Warehousing Corporation (WBSWC) concerning any such data breach.
- (iii) The SI shall obtain equivalent representations, warranties and covenants from its sub-contractors or agents appointed by it, and their respective employees, agents, and representatives, or any person claiming through or under the SI.

8. Disaster Recovery & Backup

Disaster Recovery/Management

- (iv) Disaster recovery shall have to be done within 72 hours.
- (v) Disaster recovery plan shall be developed, properly documented, tested and maintained to ensure that in the event of a failure of the information system or destruction of the facility, essential level of service will be provided.
- (vi) The disaster recovery framework should include:
- (vii) Emergency procedures, describing the immediate action to be taken in case of a major incident
- (viii) Fall back procedure, describing the actions to be taken to relocate essential activities or support services to a backup site
- (ix) Restoration procedures, describing the action to be taken to return to normal operation at the original site
- (x) Specific disaster management plan for critical applications shall be developed, documented, tested and maintained on a regular basis.
- (xi) Responsibilities and reporting structure shall be clearly defined which will take effect immediately on the declaration of a disaster

Backup Retention Period

- (i) Video and log backup to be maintained for minimum 60 days.

- (ii) Incremental Backups of data should be taken daily and Full backups should be taken weekly.
- (iii) Monthly Backups of data should be retained for a period for at least two year.
- (iv) Yearly Backups of data should retain for at least three years.

9. Force Majeure

- As stipulated under Section VI of the RFP

10. Review & Termination

- SLA performance to be reviewed quarterly by WBSWC.
- Without prejudice to any other right or remedy which the West Bengal State Warehousing Corporation (WBSWC) may have in respect thereof under the Contract, upon the occurrence of any breach of SLA and failure of the SI to cure such breach within a cure period of 15 (fifteen) days, the West Bengal State Warehousing Corporation (WBSWC) shall be entitled to terminate the Contract forthwith by issuing a termination notice to the SI;

11. Signatures

For Client

Name: _____
Designation: _____
Signature: _____
Date: _____

For Service Provider

Name: _____
Designation: _____
Signature: _____
Date: _____

Annexure- X
(List of the Godown with Capacity & Location)

| SI No. | Name of RIDF Warehouse | District | Capacity (MT) |
|--------|------------------------|------------------|---------------|
| 1 | Falakata | Alipurduar | 5000 |
| 2 | Bankura Sadar | Bankura | 5000 |
| 3 | Kotulpur | Bankura | 5000 |
| 4 | Patrasayer | Bankura | 5000 |
| 5 | Ranibandh | Bankura | 5000 |
| 6 | Sarenga | Bankura | 5000 |
| 7 | Bolpur | Birbhum | 5000 |
| 8 | Dubrajpur | Birbhum | 5000 |
| 9 | Mohammad Bazar | Birbhum | 5000 |
| 10 | Nanoor | Birbhum | 5000 |
| 11 | Nanoor(Muiteen) | Birbhum | 5000 |
| 12 | Rampurhat | Birbhum | 5000 |
| 13 | Sainthia | Birbhum | 5000 |
| 14 | Suri | Birbhum | 5000 |
| 15 | Mathabhanga | Coochbehar | 5000 |
| 16 | Sitalkuchi | Coochbehar | 5000 |
| 17 | Balurghat | Dakshin Dinajpur | 5000 |
| 18 | Kumarganj | Dakshin Dinajpur | 5000 |
| 19 | Tapan | Dakshin Dinajpur | 7000 |
| 20 | Balagarh | Hooghly | 5000 |
| 21 | Dhaniakhali | Hooghly | 5000 |
| 22 | Goghat | Hooghly | 10000 |
| 23 | Jangipara | Hooghly | 5000 |
| 24 | Singur | Hooghly | 5000 |
| 25 | Uluberia | Howrah | 5000 |
| 26 | Rajgunj | Jalpaiguri | 25000 |
| 27 | Jhargram | Jhargram | 15000 |
| 28 | Chanchal | Malda | 5000 |
| 29 | Gajole | Malda | 5000 |
| 30 | Old Malda | Malda | 5000 |
| 31 | Bharatpur | Murshabad | 5000 |
| 32 | Hariharpara | Murshabad | 5000 |
| 33 | Kandi | Murshabad | 5000 |
| 34 | Khargram | Murshabad | 5000 |
| 35 | Lalgola | Murshabad | 10000 |

| | | | |
|----|------------------|--------------------|-------|
| 36 | Nabagram | Murshabad | 2000 |
| 37 | Raghunathganj | Murshabad | 10000 |
| 38 | Hanskhali | Nadia | 5000 |
| 39 | Krishnanagar | Nadia | 5000 |
| 40 | Tehatta | Nadia | 5000 |
| 41 | Bagdah | Noth 24 Parganas | 5000 |
| 42 | Basirhat-1 & II | Noth 24 Parganas | 10000 |
| 43 | Bongaon | Noth 24 Parganas | 5000 |
| 44 | Deganga | Noth 24 Parganas | 5000 |
| 45 | Gaighata | Noth 24 Parganas | 5000 |
| 46 | Habra | Noth 24 Parganas | 5000 |
| 47 | Keshpur | Paschim Medinipore | 5000 |
| 48 | Narayangarh | Paschim Medinipore | 10000 |
| 49 | Salboni | Paschim Medinipore | 25000 |
| 50 | Ausgram-II | Purba Bardhaman | 5000 |
| 51 | Bhatar | Purba Bardhaman | 5000 |
| 52 | Bhatar(Nasigram) | Purba Bardhaman | 10000 |
| 53 | Bhatar(Orgram) | Purba Bardhaman | 25000 |
| 54 | Galsi | Purba Bardhaman | 25000 |
| 55 | Guskara | Purba Bardhaman | 5000 |
| 56 | Kalna | Purba Bardhaman | 5000 |
| 57 | Katwa | Purba Bardhaman | 5000 |
| 58 | Ketugram | Purba Bardhaman | 5000 |
| 59 | Memari | Purba Bardhaman | 5000 |
| 60 | Mongolkot | Purba Bardhaman | 5000 |
| 61 | Monteswar | Purba Bardhaman | 5000 |
| 62 | Monteswar -II | Purba Bardhaman | 5000 |
| 63 | Nari | Purba Bardhaman | 5000 |
| 64 | Purbasthali | Purba Bardhaman | 5000 |
| 65 | Bhagwanpur-II | Purba Medinipore | 26700 |
| 66 | Contai | Purba Medinipore | 5000 |
| 67 | Egra | Purba Medinipore | 5000 |
| 68 | Haripur | Purba Medinipore | 5000 |
| 69 | Panskura | Purba Medinipore | 5000 |
| 70 | Saktia | Purba Medinipore | 5000 |
| 71 | Bengura | Purulia | 5000 |
| 72 | Joypur | Purulia | 5000 |
| 73 | Kashipur | Purulia | 20000 |
| 74 | Manbazar -1 | Purulia | 5000 |
| 75 | Bishnupur | South 24 Parganas | 5000 |

| | | | |
|----|-----------------|-------------------|------|
| 76 | Diamond Harbour | South 24 Parganas | 5000 |
| 77 | Mathurapur | South 24 Parganas | 5000 |
| 78 | Islampur | Uttar Dinajpur | 5000 |
| 79 | Itahar | Uttar Dinajpur | 5000 |

| SI No. | Name of GFD Warehouse | District | Capacity (MT) |
|--------|-----------------------|-------------------|---------------|
| 1 | Dabgram | Darjeeling | 15600 |
| 2 | Bagrakote | Darjeeling | 16900 |
| 3 | Shalimar | Howrah | 25500 |
| 4 | Cossipore | North 24 Parganas | 71275 |

| SI No. | Name of SWC Warehouse | District | Capacity (MT) |
|--------|-----------------------|--------------------|---------------|
| 1 | Alipurduar | Alipurduar | 5000 |
| 2 | Bankura | Bankura | 5800 |
| 3 | Dinhata | Coochbehar | 4550 |
| 4 | Balurghat | Dakshin Dinajpur | 4950 |
| 5 | Siliguri | Darjeeling | 13816 |
| 6 | Tarakeswar | Hooghly | 13500 |
| 7 | Jalpaiguri | Jalpaiguri | 7891 |
| 8 | New Jalpaiguri | Jalpaiguri | 12500 |
| 9 | Beliaghata | Kolkata | 7007 |
| 10 | Hide Road | Kolkata | 7894 |
| 11 | Paharpur | Kolkata | 12000 |
| 12 | Sealdah | Kolkata | 10128 |
| 13 | Taratala-I | Kolkata | 5300 |
| 14 | Tollygunj | Kolkata | 2610 |
| 15 | Malda | Malda | 8210 |
| 16 | Cossimbazar | Murshidabad | 9270 |
| 17 | Krishnanagar | Nadia | 7290 |
| 18 | Ranaghat | Nadia | 6250 |
| 19 | Jessore Rd-I | Noth 24 Parganas | 5235 |
| 20 | Jessore Rd-II | Noth 24 Parganas | 5000 |
| 21 | Garbeta | Paschim Medinipore | 3700 |

| | | | |
|----|-----------|-----------------|------|
| 22 | Memari-I | Purba Bardhaman | 9975 |
| 23 | Memari-II | Purba Bardhaman | 3100 |
| 24 | Kaliaganj | Uttar Dinajpur | 8250 |
| 25 | Raiganj | Uttar Dinajpur | 8250 |

| SI No. | Name of RKVY Warehouse | District | Capacity (MT) |
|--------|------------------------|-------------------|---------------|
| 3 | Gobindanagar | Bankura | 4000 |
| 1 | Dinhata | Coochbehar | 2200 |
| 8 | Balurghat | Dakshin Dinajpur | 3700 |
| 6 | Tarakeswar | Hooghly | 1000 |
| 7 | NJP | New Jalpaiguri | 7500 |
| 2 | Ranaghat | Nadia | 1000 |
| 4 | Garbeta | Paschim Medinipur | 2500 |
| 9 | Jangalkhash | Paschim Medinipur | 10000 |
| 5 | Kaliaganj | Uttar Dinajpur | 1250 |