

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING e-TENDER

Online Tender documents are invited for Digitization of Records of High Court of Calcutta (Scanning, Indexing, Meta Data Entry) and management of Digitized records through computerized Document Management System i.e. Digital Store System, Retrieval system and Integration with Case Management Information System (CMIS) from reputed System Integrators having sufficient experience and credentials for successful completion of “**Similar Nature**” of work in a Government Department/PSU/Autonomous Body or any reputed organization. Bidder must have adequate manpower and infrastructure for providing on-site service within the stipulated time.

| | | |
|-----|---|--|
| 1. | Tender No. & Date | WTL/HC/DS/17-18/015 dated 17.07.2017 |
| 2. | Tender Version No. | 1.0 |
| 3. | Brief description of project | Digitization of Records of High Court of Calcutta (Scanning, Indexing, Meta Data Entry) and management of Digitized records through computerized Document Management System i.e. Digital Store System, Retrieval system and Integration with Case Management Information System (CMIS). |
| 4. | Tender Fee | Rs.10000.00 (Rupees Ten thousand only) |
| 5. | Earnest Money Deposit | Rs.20000000.00 (Rupees Two Crores only) in the form of Demand Draft from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata |
| 6. | Date of Downloading/Sale of Tender document | 17.07.2017 |
| 7. | Pre-Bid Meeting date & time | 25.07.2017 at 11.30 hrs <ul style="list-style-type: none">• Only two persons for each intending bidder's organization, who will submit the Tender Fee, will be allowed to attend the Pre Bid Meeting.• The person should have proper authorization in respective company Letter Head.• Only queries as per format (Section – P) reaching WTL by 21.07.2017 at 16.00 hrs will be taken for decision.• Queries will be entertained for those bidders who will submit the Tender Fee.• Queries will be sent to Manager (Purchase) (wtlpurchase@gmail.com) & copy to Ms. M. Banerjee (muniabanerjee@rediffmail.com) & Ms. Anita Dey (wtladey@gmail.com) |
| 8. | Bid Submission Start date & time | 02.08.2017 at 16.00 hrs |
| 9. | Last date & time of EMD & Tender Fee submission | 10.08.2017 at 14.00 hrs |
| 10. | Last date & time of Bid Submission | 08.08.2017 at 15.00 hrs |
| 11. | Date & time of Technical Bid Opening | 10.08.2017 at 15.00 hrs |
| 12. | Venue of Pre-Bid Meeting & submission of EMD & Tender Fee | WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091. |
| 13. | Contact person | Mr. Arunava Saha, Contact no. 23673403-06, Ext. 212 Ms. Anita Dey, Contact no. 23673403-06, Ext. 231 Ms. Munia Banerjee, Contact no. 23673403-06, Ext. 220 |

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1. Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary cost of tender fee may be remitted through Demand Draft issued from any Scheduled Bank in favour of “Webel Technology Limited”, payable at Kolkata and also to be documented through e-filing. Cost of Earnest Money Deposit (EMD) may be remitted through Demand Draft issued from any Scheduled Bank in favour of “Webel Technology Limited”, payable at Kolkata and also to be documented through e-filing. The original Demand Draft against tender fees & Earnest Money Deposit (EMD) should be submitted physically to the Manager (Purchase)/Manager (Finance), Webel Technology Limited, Plot – 5, Block – BP, Sector-V, Salt Lake City, Kolkata-700 091 under sealed cover on or before 14:00 Hrs of 10.08.2017.
2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – D of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the ‘Tender Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

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SECTION – A

INTRODUCTION & OBJECTIVE OF THE PROJECT

INTRODUCTION

Webel Technology Limited invites Request for Proposal (hereinafter referred to as “RFP”) for Digitization of Records of High Court of Calcutta (Scanning, Indexing, Meta Data Entry) and management of Digitized records through computerized Document Management System i.e. Digital Store System, Retrieval system and Integration with Case Management Information System (CMIS) from Reputed System Integrators having sufficient experience and credentials for successful completion of “**similar nature of work**” in a Government Department/PSU/Autonomous Body or any reputed organization. Bidder must have adequate capabilities and manpower to complete the project within the stipulated time frame of 3 years from the date of successful contract signing.

OBJECTIVE OF THE PROJECT

This is turnkey project for Digitization of records at the Calcutta High Court and porting of data on browser based Enterprise Content Management System. We are looking for a turnkey Service provider who will scan and digitize Records available with us in multiple sizes i.e. starting from A4 till A0, create the metadata and port the entire digitized data into an Enterprise Content Management/Document Management Software through which the uploaded digitized documents can be managed, indexed, catalogued and searched. Considering the importance of the records to be digitized, all the records will be digitized within the premises of the Court and no physical document shall be allowed to leave the premises. Service provider will deliver ECM/DMS in such manner where solution is capable of getting integrated with web portal of court for publishing case metadata for view and search, integration with SMS gateways for any notification on update in case documents, real time analytics of trends going on in ECM/DMS etc.

The Service provider / Bidder are expected to bring in (including, but not limited to): All equipment, software & hardware (computers, scanners etc.) required to set up a Digitization Centre within the Court's premises where the said scanning and indexing work will be done. The Service Provider will upload all digitized records in San Storage (Minimum Specification given). The storage will be Calcutta high Courts property. The purchase documents of the storage to be submitted to Calcutta High Court and the ownership of the storage to be transferred to Calcutta High Court Upon Installation and successful commissioning.

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SECTION – B

SCOPE OF WORK & RESPONSIBILITY

The preservation coupled with improving accessibility and availability which can be achieved by digital storage and an efficient retrieval management system is the need of the hour. The requirement for digitization of records is scanning, indexing, metadata entry etc.

This will facilitate a user to enhance the search of documents by linking all records based on subjects, keywords, notes or any other criteria making a tremendous amount of data available to different stakeholders at any time.

The responsibility of the service of agency (hereafter referred to as “Service Provider”, “Selected Agency”, “Vendor”, and “Bidder”) would be to scan and digitize records in the legal / A4/A3 upto A0 or equivalent size, create and tag the basic metadata as mentioned in the RFP , as a result of which the scanned documents can be managed, indexed, catalogued and searched. The vendor may also provide the requisite training to the staff besides preparing necessary user manual and extending support after the digitization and scanning.

The place would be provided to the vendor in the Calcutta High Court provided premises where the work of scanning and digitization would be carried out. The space to be provided for scanning and digitization work would be as per space availability in the respective location. The responsibility of getting the documents for the purpose of, cleansing, scanning & digitization and returning them to the Calcutta High Court in good condition (condition same as the time of taking them) would lie with the vendor. The Calcutta High Court would appoint their officials to monitor and guide the vendor.

2.1 General Scope of Services:

The broad activities to be undertaken by the selected agency can be classified as following:

- Project planning and management
- Scanning and metadata entry of departmental records
- Operational support

In implementing the above, the bidder shall strictly adhere to the standards set by the Calcutta High Court. The details about the above-mentioned services are covered in subsequent sections.

2.2 Project Planning and Management:

The success of the project depends on the proper project planning and management. At the onset, the service provider shall plan the project implementation in great details in consultation with the Calcutta High Court. An indicative list of plans that the service provider should make and share with Implementing Agency and Calcutta High Court at the onset are as follows:

- Project Schedule: A detailed week-wise timeline indicating various activities performed along with completion dates and resources required for the same
- Manpower Deployment List: List and number of all manpower that will be deployed at each record room with the task assigned to each. Roles and responsibilities of every type of manpower should be mentioned
- Resource Deployment List: List and number of all resources other than manpower like scanners, camera, UPS, computers etc. that will be deployed at Calcutta High Court.
- Progress Monitoring Plan: Detailed Daily, Weekly, Monthly progress report formats along with issue escalation format. The format will be provided by the Calcutta High Court to the successful bidder before start of the project.
- Standard Operating Procedures: Detailed procedure for carrying out scanning project in a timely and accurate manner
- Risk Mitigation Plan: List of all possible risks and methods to mitigate them
- Escalation Matrix: A detailed list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems
- Training: Service provider’s approach to impart training to the Calcutta High Court officials.

Note: This is just an indicative list and successful bidder should suggest and incorporate more project planning and management tools for successful execution of the project.

The service provider shall highlight the methodology for the project. The methodology should mandatorily explain the process as mentioned below:

- Project Management Approach and Methodology
- Project Milestones & Deliverables
- Record Digitization & Scanning Methodology
- Risk Management and Mitigation Strategy

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- Quality Assurance / Quality Control

During project planning, vendor should do appropriate planning in terms of resources (image capturing device, manpower, physical infrastructure etc.), for timely completion of the project.

2.3 IT Infrastructure:

For successful and smooth execution of the project sufficient numbers of ADF scanners, Flatbed scanners, book scanners, computers, Server, Storage and Firewall etc. will be required to capture images of the documents. Scanning to be done in both Flatbed and ADF mode as all pages may not be in good conditions.

Inappropriate scanners may lead to unacceptable image quality, leading to penalty and rework, thus the vendor should show quality of images captured using various devices and seek approval prior to actual work.

Successful bidder should be ready to deploy scanners and other IT equipment (computers, servers, UPS etc.) in Calcutta High Court Defined premises as per the volume of work to carry out scanning and metadata entry. Successful Bidder should increase the number of image capturing devices, computers and other peripherals based on the requirement, to complete the project in the stipulated timeframe.

2.4 Manpower:

Successful bidders should also have a dedicated team of project managers, quality control experts, hardware and database management experts and Scanning Station operators for timely completion of this project. Successful bidder should be ready to deploy required manpower as per Calcutta High Court requirement. Successful Bidder should increase the number of manpower based on the requirement, to complete the project in the stipulated timeframe otherwise it may attract adequate penalty as per the RFP guideline.

2.5 Physical Infrastructure:

For the metadata entry bidder has to use the space provided by the Calcutta High Court. All other suitable IT infrastructure/facilities have to be established onsite by the vendor, at the premises allocated to do the scanning and metadata work.

- Furniture for keeping hardware and chairs for project members
- LAN required for connecting hardware items during implementation phase will be taken care by vendor
- The files / documents will not be allowed to be moved from premises allocated

2.6 Scanning:

If required, on successful completion of installation of infrastructure, the service provider should conduct a small demo run of the scanning and digitization work before initiating actual work. Broadly, there are would be 3 (THREE) phases in Scanning & Digitization work:

- A. Phase I – Pre Scanning
 - a1. Document Collection
 - a2. Document Preparation / Repair
 - a3. Pre scanning Document Quality Check
- B. Phase II – Scanning
 - b1. Scanning of Records
 - b2. Metadata Entry and Indexing
 - b3. Quality Check of Scanned Images
 - b4. Document Handover
- C. Phase III – Post Scanning
 - c1. Final Output Delivery
 - c2. Backup and Data Upload
 - c3. Reporting
 - c4. Training & Capacity Building

A. Phase I – Pre-Scanning

Prior to scanning process, there are number of activities that need to be carried out so that the documents are properly handled and not lost/misplaced/damaged. The steps in this stage of the process are as follows:

- a1. Document Collection

The vendor will collect all documents mentioned in the scope of work from the officials designated by Calcutta High Court. It

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will maintain the Log-Register for documents collected and returned along with department official. While collection, the following details should be entered the log register by the department staff:

- No. of documents/ register collected
- No. of pages collected
- Date of collection
- Expected date of return
- Actual date of return
- No. of pages returned
- Collected from
- Collected by and Signature
- Returned to and Signature
- Returned by
- Any other details will be decided with the successful bidder before start of project

The Calcutta High Court shall ensure a continuous flow of documents to streamline and smoothen the Scanning and Digitization activity. In order to meet SLAs, the Service Provider may request Department to suitably increase the flow of documents. In case of unavailability of required documents, concerned officials shall be notified by the Service Provider. In case the service provider does not raise any such requests, in writing, it shall be deemed that the document flow is as expected to meet the necessary Service Level Requirements.

The records shall be given in batches to the Service Provider. The Service Provider shall be expected to complete the process for a given batch before the department hands over the next batch.

In case of illegible textual records, vendor should inform the department about it. Department officials shall try to guide the vendor as to how such documents should be scanned.

a2. Document Preparation / Repair:

Calcutta High Court officials will hand over the files to the vendor. The vendor needs to acknowledge the receipt of the file and maintain proper record of the file received.

The documents so received by the service provider shall be prepared and repaired. Special care should be taken for documents that are old and are not in good physical condition. An indicative list of activities to be performed by the service provider for document preparation as are follows:

- Dusting the files to remove dirt and other possible noise causing particles
- Removal of stapler pins, clips etc. (this should not lead to further deterioration of the documents)
- Repair the documents for scanning using cello-tape or enclosing the documents in plastic pouches (depending on the importance and condition of the documents)
- Checklist in a proforma in consultation with Calcutta High Court, showing document number, total number of pages, number of pages not legible, number of torn pages etc. and handing over a receipt to nodal person appointed by the Calcutta High Court.

Note: The service provider will take guidance from the concerned Calcutta High Court officials of the record room for categorization or on files which needs to be defiled or where stapler pins/clips should be removed.

a3. Pre-Scanning Document Quality Check

The bidder should conduct quality check before sending any document for scanning. All the documents need to go through quality check. It is more of a visual quality check of the records for visibility, readability. The following things should also be checked:

- It should be checked that all documents have been numbered
- It should be noted that all pages have a record identifier
- It should also be checked that they are not cloth mounted, torn or ragged, and not have too many folds. In case of folds, they should be straightened properly to be scanning ready.
- It should be seen that they are dust free
- It should be checked that all damaged documents have been repaired

Note: The Service Provider should be prompt in informing department officials regarding documents handed over to them but cannot be repaired as soon as they receive it.

B. Phase II – Scanning

After the preparation of documents for scanning they shall be ready for scanning. The steps in stage are further described

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below:

b1. Scanning of Records

The textual records (except bound registers) may be scanned by using flat bed/sheet fed scanner/book scanner. But the choice of scanner depends completely on the condition of the document. In case the document is very torn and cannot be fed in the sheet feeder, then flatbed scanner should be used. In case, the document cannot be scanned using any type of scanner, digital cameras can be used as image capturing device. The bound registers are to be scanned mandatorily by book scanner.

While scanning, the important parameter - DPI has to be precisely set. The DPI is based on document characteristics and information required. In general, the following minimum specifications should be adopted while scanning:

- Minimum 200 DPI in Grey Scale/color (In case legibility of the characters is not proper, the bidder should scan the text as it is at higher DPI. No extra payment for the same shall be made)
- Image should be stored in PDF/A only and shall be scanned in Gray Scale only. PDF/A is an ISO- standardized version of the PDF specialized for the digital preservation of electronic documents
- The size of the document should not be more than 1 Mb. Adequate compression should be applied to the scanned document such that image quality is not adversely affected substantially yet there is a saving on storage required
- The image orientation should be upright
- The image should be clean and free of noise
- The image should not be skewed or warped. In case images are skewed or warped application should have the functionality of automatically rectifying the image before saving it.
- The system should have the ability to detect an empty page and not scan the same.
- Vendor should ensure that quality of scanned images are enhanced up to the optimum level and required image enhancement activities like De-skew (to make the images straight), contrast ratio setting etc. has been done on the documents.
- The agency must be able to carry out cropping and cleaning of images like removing black noises around the text, and providing the equal margins all around the text.
- No document shall be digitized more than once
- The vendor shall deploy adequately skilled manpower resources to complete the job within the specified time.
- After scanning, the physical document would have to be pinned together/tagged in the same form as it was given for scanning by the individual departments
- All the files should be properly indexed as per department requirement.

While scanning, the sheet has to be fed in straight upright position and smoothened so that no folds are generated while scanning. In the flat-bed scanner, the document has to be laid flat on the glass, smoothened and scanned; and bulging should be avoided.

Note:

- In case the documents are not legible; it will be the bidder's responsibility to scan the documents at higher resolution.
- The image so generated after adequate compression should be legible in both soft format and printed copy taken on paper in 1:1 scale.
- The generated file should be optimized for viewing over the internet i.e. pages should be viewable as soon as they are downloaded without waiting for complete file to be downloaded i.e. A multipage file is downloaded page-by-page and should be viewable as soon as a page is downloaded rather than having to wait for the entire file to download.

b2. Metadata Entry & Digitization:

Metadata entry needs to be done by the service provider as per guidance provided by the Calcutta High Court officials and as per the fields mentioned in the RFP. The service provider will have to link the scanned documents with respective metadata record in the system using unique metadata fields as mentioned in the RFP.

The Service Provider will do the data entry of all the files that is digitized. The Service Provider should follow Double Blind Data method i.e. two people will enter the metadata for the same scanned image independently. The metadata entries done by these operators will be compared by the application and those with wrong metadata entry will be visible to the service provider's supervisor. Service Provider should correct all such errors at no extra cost.

Service Provider should ensure high security in handling data by its operators and project managers. Service Provider will ensure that none of the desktops used for scanning and metadata entry have USB ports, CD Drives or USB ports and CD Drives are blocked. Data transfer should be allowed only from Operation Servers. All scanned images should be transferred under the supervision of the Calcutta High Court Appointed Nodal officer. No document/ scanned images should move out of

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the premises, without consent and supervision of Calcutta High Court Officials. All scanned image whatsoever and related documents are strictly Calcutta High Court Property with any hindrance.

b3. Quality Check of Scanned Images

Quality check after scanning and metadata entry is of utmost importance. Images clearing this QC will lead to submission of the documents to department for acceptance.

The Quality Checking for Scanned Images shall include the following:

- The bidder should do 100% on screen validation (along with Calcutta High Court officials) and submit the log for 100% QC work done along with QC certificate.
- The vendor should check scanned records for DPI, Image Quality, Format, Noise removal etc.
- The vendor should check for the quality of the image
- Is the image too dark/too light or is there uneven lighting?
- Has the document being cropped from any side?
- Has the document been rotated/ flipped?
- Is the document skewed?
- Is there lack of sharpness/ excessive sharpness?
- Is there excessive noise

The Quality Checking for Metadata Entry shall include the following:

- Whether all required metadata fields have been captured
- Whether the metadata captured is correct

The other general things should be considered for QC is as follows:

- The vendor should also check that all records obtained from the department have been scanned
- The vendor shall generate a report which identifies any mismatch between the numbers of documents submitted for scanning and number of documents scanned

Note:

- The bidder can also suggest their quality plan to the department over and above the quality checks mentioned here. Templates for the same will be decided with the successful bidder before commencement of work
- It is the absolute responsibility of the Service Provider to ensure that the content of scanned documents is an exact replica of the original paper document
- The Service Provider shall provide a QC module (within the DMS or scanning software) within the application for quality check
- The Service Provider should also install the instances of the application in computers as desired by Calcutta High Court officials for quality check purpose at no extra cost to the department
- The Service Provider will appoint skilled and qualified manpower for QC purpose and not get QC done by operators who have scanned and done metadata entry
- All records unacceptable by Calcutta High Court (due to improper image, missing metadata, wrong metadata) will have to be rescanned by the Service Provider. The Service Provider will not be remunerated for all such documents re-scanned

b4. Document Handover:

After scanning and metadata entry, all the documents should be handed over back to the Calcutta High Court in their original condition. Appropriate entries would also have to be made by the service provider and High Court officials in their register on return of documents.

Note: Under no circumstances shall the documents be changed, mutilated, destroyed or replaced by some other documents. Any damage to the documents will lead to heavy penalty for the Service Provider (Penalty up to Rs. 50,000 per document for each of such damage). Thus the Service Provider should take utmost care of the documents taken for scanning.

C. Phase III – Post Scanning

On completion of scanning activity, vendor will continue their association with the department. It will perform the following activities, once the scanning activity is over.

c1. Final Output Delivery

The vendor will submit the following output to the department:

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- Scanned documents along with metadata stored in DMS
- Open source Application software for validation of scanned and digitized data as per scope of work defined. The application should be capable of displaying the scanned image through various user interfaces.
- Automated generated report of the no of pages scanned on periodic basis.

Note:

- All hardware provided by vendor during the project will be the property of the vendor except the storage system which will be property of Calcutta High Court and should be from top 3 OEM's in their respective fields.
- The Storage Specifications are given in the tender and the supplied storage should be as per the specifications given .

c2. Backup and Data Upload

The Service Provider shall ensure that scanned data should be uploaded in the DMS software hosted in Calcutta High Court Database. The scanning activity will only be considered as complete when all the scanned data along with metadata is replicated at the DMS Software.

c3. Reporting

The following item must be provided by the service provider under the reporting head:

- The vendor shall also provide tools for checking the scanning progress
- This shall include maintaining daily, weekly, monthly and overall project progress (number of images/pages scanned, percentage scanned etc.)
- The vendor will also maintain registers for capturing risk and issues during the project
- The format, content, periodicity and other information related to reports shall be discussed and finalized with the successful bidder before the commencement of the project

c4. Training

Training is an important aspect of this project, and Calcutta High Court expects the successful bidder to undertake it in a very professional manner. The bidder must impart training to the personnel identified by the Calcutta High Court, in the operation of the application i.e. the process of scanning, digitization and metadata entry.

Bidder has to conduct a proper Training Needs Analysis of all the concerned staff and draw up a systematic training plan in line with the overall project plan. For all these training programs the bidder has to provide necessary course material and reference manuals (user/ maintenance/ administration). The language of training manual should be in English.

2.7 Operational Support:

Service Provider will provide operational support for a period of 6 months from the completion of implementation, to the department in post implementation phase. During this phase, the Service Provider will undertake the following activities

- Upload all scanned images and metadata in department provided servers/computers /Storage
- Resolve issues related to user interfaces and other troubleshooting on software level
- Resolve issues related to scanned images or metadata provided to the department
- The vendor will provide a mechanism to provide this support in such a way that any issue raised by department officials is resolved within 2 working days, from the date of raising the issue. The vendor will provide contact numbers, email ids for issue logging

2.8 Service Level Agreement:

The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLR/SLA) is to clearly define the levels of service which shall be provided by the Service Provider to the department for the duration of this contract period of the Project.

Penalty Terms for Quality of Scanning Service:

Images scanned shall be verified by the designated Calcutta High Court Officer / record room in-charge concerned. The scanned image shall be compared with reference to the original document

Penalties charged for poor quality / non-scanning would be as follows:

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| Service | Penalty in Clause |
|---|--|
| Up to 1 % errors per batch (1 Batch = 1000 pages) identified by the Calcutta High Court officer | Service Provider required to re-scan the erroneous pages. No penalty shall be imposed. No additional payment would be made for re-scan |
| Up to 5 % errors per batch (1 Batch = 1000 pages) identified by the nodal officer | The entire batch shall be rejected. Service Provider required to re-scan the complete batch and No additional payment would be made for re-scan The Service Provider shall be subject to a penalty of 5% of the cost for that particular batch. |
| For any batch if there is more than 5% of error identified by the Nodal officer | The Service Provider shall have to re-scan all sheets and shall be subject to a penalty of 10% of the cost for that particular batch. |

In case the numbers of such erroneous batches as mentioned above are more than 10% in a quarter, the entire contract may be subject to either or all of the following in accordance with the discretion of the Calcutta High Court:

- Termination of the contract;
- Invocation of the performance guarantee;

Note: It shall be the responsibility of the Service Provider to rescan, index and upload all such improperly scanned images. Service Provider shall not be paid any amount for rescanning, indexing and other activities related of documents in case of errors. There shall again be a comparison of such images by the authority concerned and nonconformance found would be levied to penalty as mentioned above and the rescanning would have to be done free of cost by the successful bidder without any delay in the overall project timelines.

Penalty Terms for Quality of Meta Data entry service:

Meta data entries completed by the vendor would be verified by the Calcutta High Court Officer / record room in-charge concerned. The data entry record shall be compared with reference to the original document.

Penalties charged in case of erroneous data entry would be as follows:

| Service | Penalty in Clause |
|---|---|
| For any batch (1 batch = 1000 entries) if there up to 1% of error identified by the Nodal officer / designated agency | No penalty imposed Vendor is required to re-enter the erroneous entries No additional payment would be made for |
| For any batch (1 batch = 1000 entries) if there up to 5% of error identified by the Nodal officer / designated agency | 5% of the cost of the batch Vendor is required to re-enter the erroneous entries No additional payment would be made for |
| For any batch if there is more than 5% of error identified by the Nodal officer / designated agency | 10% of the cost of the batch Vendor is required to re-enter the erroneous entries Payment will not be made to the Vendor for the re- entered data |

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In case the numbers of such erroneous batches as mentioned above are more than 10% in a quarter, the entire contract may be subject to either or all of the following in accordance with the discretion of the Calcutta High Court:

- Termination of the contract;
- Invocation of the performance guarantee;

Penalty Terms against any damage to the documents

Under no circumstances shall the documents be changed, mutilated, destroyed or replaced by some other documents. Any damage to the documents will lead to heavy penalty for the Service Provider (Penalty Upto Rs. 100,000/- per each of such damage). Thus the Service Provider should take utmost care of the documents and no document shall be permitted to be taken out of the DRT/DRAT or designated premises.

3. CMS/DMS /ECM:

3.1. The CMS/DMS should be capable of handling more than one PDF file for each Case file, as per the requirement of the High Court;

3.2. The PDF/A is required to comply with the following specifications:

- (a) PDF/A format is required to be ISO 19005-1:2005 or later;
- (b) The compressed PDF files created for viewing are required to be 50-80% compressed as compared to standard CCITTG4/JPEG compression (in TIFF/JPEG/PDF file format) for Mono/Colour/Grey scale images and shall retain search ability, clarity of image and print quality. It is also required to be a linearized PDF {as defined by PDF reference manual (ISO 32000-1:2008)} to ensure faster web viewing. Searchable PDF/A shall be created in one single step by processing the input image file(s) thus ensuring that no intermediate manipulation of the contents is possible;
- (c) The PDF/A files are required to be capable of being digitally signed using an open source Digital Signature Software without requiring any proprietary/commercial software;
- (d) The PDF/A output is required to be capable of being watermarked with the image approved by the High Court; and
- (e) All the transactions are required to be encrypted and protected using only open source software. The encryption policy and algorithm shall be decided by the Implementing Agency in consultation with Calcutta High Court in consultation with the successful Bidder.

3.3. The Metadata of the Case files are required to include the following fields and up to Fifteen additional fields may be specified at the time of actual implementation of the contract:-

- (1) *Bench Code/Coram
- (2) *Case type
- (3) *Case number
- (4) *Case year
- (5) *Category code
- (6) *Petitioner name(s)
- (7) *Respondent name(s)
- (8) Petitioner Counsel name(s)
- (9) Respondent Counsel name(s)
- (10) *District
- (11) *Judge(s) name
- (12) *Date of disposal
- (13) Act/Section
- (14) Keywords
- (15) Crime Number
- (16) Crime Year
- (17) Crime District
- (18) Accused Name
- (19) Police Station
- (20) Trial Case at District or Tribunal or Single Judge at High Court
- (21) Lower Court Case Type

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- (22) Lower Court Case Number
- (23) Lower Court Case year
- (24) Lower Court Order Date
- (25) Lower Court Judge
- (26) District/Place of Lower Court
- (27) Appeal Case Type
- (28) Appeal Case Number
- (29) Appeal Case year
- (30) Appeal Order Date
- (31) Appellate Judge
- (32) District/Place of Appellate Court

Fields marked as "*" are mandatory. However all the available data has to be entered.

- 3.4. Scanned/Digitized data is required to be transferred to Server/SAN/Cloud Storage/Data Centre(s) etc. periodically (to be specified by the High Court), in a secure manner with additional/secondary backup of the digital record.
- 3.5. The output of Scanning/Digitization shall be verified by the authorized officers of the High Court for compliance of all the technical parameters contained in this tender document.
- 3.6. The successful Bidder is required to ensure the regular functioning of the work and share the MIS (Management Information Systems) reports with the High Court periodically. In case of any shortfall, the successful Bidder will make adequate adjustments by providing additional manpower, material and equipment so as to meet the targets set out in the WORK PLAN to be submitted by the successful bidder.
- 3.7. The software and the methodology to be adopted by the successful Bidder is required to ensure seamless integration with the work flow followed in software of the High Court which has been developed using Java, PHP, MySql, PostgreSQL and other open source tools as required.
- 3.8. The successful Bidder shall develop CMS/DMS specific to the needs of the Calcutta High Court. The CMS/DMS is required to be developed using open source technologies. The successful Bidder shall handover the software solution created or adapted for the Calcutta High Court with the source code and the intellectual Property Rights (IPR) including copyrights of the software solution created or adapted for the High Court. The successful Bidder will also handover all the documentation and technical drawings of the software solution created or adapted for the High Court and its source code.
- 3.9. The modules of CMS/DMS are required to be capable of multiple accesses with security features and facility for updation/versioning.
- 3.10. CMS/DMS provided by the successful Bidder is required to be platform independent and capable of archival, management and retrieval as per the requirements of the tender document.
- 3.11. CMS/DMS is required to be web enabled.
- 3.12. CMS/DMS provided by the successful Bidder is required to ensure seamless integration with the existing workflow based system or any other database of the High Court.
- 3.13. CMS/DMS provided by the successful Bidder is required to have Document and Record caching functionality with no limitation on the number of caching sites.
- 3.14. The successful Bidder may be asked to modify or make provisions for additional reports based on search parameters.
- 3.15. Application Programme Interfaces (API's) are required to be provided for connecting CMS/DMS through web and allow other home grown applications of the High Court to read and write data remotely. Source Code, proper documentation and APIs must be made available by the successful Bidder to the High Court.
- 3.16. Provision for storing and retrieval of multimedia information/record available in CD/DVD/Audio/Video format etc. related to the Case files / Administrative files are required to be integrated with CMS/DMS.

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- 3.17. The scanners deployed are required to be capable of duplex Scanning and handling fragile/delicate records.
- 3.18. Arrangements are also required to be made by the successful Bidder for Scanning and Digitization of large Maps, Plans, Photographs etc.
- 3.19. The successful Bidder is also required to make provisions in the software solution for weeding of the Digitized Case files/PDF-A.
- 3.20. The successful Bidder is required to incorporate in the proposed CMS/DMS, data Scanned and Digitized if any earlier by the Calcutta High Court which is currently saved in TIFF/PDF/XML format. These documents will have to be digitized exactly with same parameters given in the tender for the rest of the pages.
- 3.21. Online payment gateway is required to be integrated into the software solution provided by the successful Bidder, to enable users to pay for retrieval of records on-demand.
- 3.22. Disaster Recovery Management of Scanned/Digitized records will be the responsibility of the successful Bidder, till completion of work and handover to High Court.
- 3.23. It will be the responsibility of the successful Bidder to handover the Case files / Administrative files to the Calcutta High Court after proper stamping and acknowledgement in the same shape and condition in which the Case files were provided.
- 3.24. It will be the responsibility of the successful Bidder to impart adequate training to the staff of the High Court in Kolkata for:
 - (i) Scanning, Digitizing and Storage etc.; and
 - (ii) Integrated Retrieval and printing of Scanned/Digitized record.
- 3.25. It will be the responsibility of the successful Bidder to provide on- site maintenance and support for one year after completion of the work without any additional cost.

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SECTION – C

ELIGIBILITY CRITERIA

| Sl. No. | Eligibility Criteria | Supporting document to be submitted duly Self Attested |
|---------|--|---|
| 1 | The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary evidence to be submitted. | Certificate of incorporation/Relevant document |
| 2 | The Bidder must have office in West Bengal and should have working operations for the last 10 years. | Any Statutory documents |
| 3 | The bidder should have execute a single order of Similar Nature of work amount not less than Rs.30.00 Crore in last five financial years (considering FY - 2012-13, 2013-14, 2014-15, 2015-16 & 2016-17) in Government Department/PSU/Autonomous Body/Any reputed organization involving scanning/digitization. OR The bidder should have execute two orders of Similar Nature of work of total amount not less than Rs.40.00 Crore in last five financial years (considering FY - 2012-13, 2013-14, 2014-15, 2015-16 & 2016-17) in Government Department/PSU/Courts/Autonomous Body/Any reputed organization involving scanning/digitization. | Order copy of the project to be provided |
| 4 | Bidder should have work experience of supply / customizing/ implementing/ maintenance of proposed DMS having 2 (Two) workorder of more than 1.00 Cr.(One Crore) pages per work order in Government Department/PSU/Autonomous Body/Any reputed organization in last five financial years (considering FY - 2012-13, 2013-14, 2014-15, 2015-16 & 2016-17). OR Bidder/OEM/Authorized Service Provider should have work experience of supply/ customizing/ implementing/ maintenance of proposed DMS having 1(ONE) work order of more than 2 Cr. (Two Crores) pages in Government Department/PSU/Courts/Autonomous Body/Any reputed organization in last five financial years (considering FY - 2012-13, 2013-14, 2014-15, 2015-16 & 2016-17) | Order copy with completion certificate for the project to be provided |
| 5 | The bidder should have an annual turnover of not less than Rs.250.00 Crores each year in three financial years (FY –2013-14, 2014-15 & 2015-16). | Copy of Audited Accounts / Auditor Certificate |
| 6 | The bidder shall submit a Bank Solvency Certificate of at least 100 Crores. | Bank Solvency Certificate from any Scheduled Bank |
| 7 | The bidder shall have Quality Certificate (ISO 9001:2008). | Copy of valid Certificate |
| 8 | The bidder should have valid GST Registration Number & PAN. | Photocopy of the document |
| 9 | The bidder/OEM shall not have been blacklisted / banned / declared ineligible / declared having dissatisfactory performance by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies or quasi-government for breach of ethical conduct or fraudulent practices as on date of submission of the proposal. There should not be any criminal cases registered against the bidder in any Court of Law in India. | Self-Declaration on letterhead |
| 10 | Bidder should be OEM/ Authorized Service Provider of Proposed Document Management System in India as on tender release date. OR Bidder should be supported by Authorized Service Provider Of Proposed Document Management System in India as on tender release date. | Authorization from OEM |
| 11 | The bidder should have PF / ESI (or equivalent) registration numbers and all workman related licenses. The liability of all the aforesaid statutes will | Copy of the certificates |

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| | | |
|----|--|--|
| | be borne by the successful bidder | |
| 12 | Bidder should submit Earnest Money Deposit (EMD) of Rs. 20000000.00 (Rupees Two Crore only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata. | Demand Draft from any Scheduled Bank |
| 13 | Bidder should submit Tender Fee of of Rs. 10000.00 (Rupees Ten thousand only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata. | Demand Draft from any Scheduled Bank |
| 14 | The bidder shall submit Bid Form (Section – E) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted. | Declaration as per format in letter head |
| 15 | The bidder will be sole responsible for any workman related disruption of work and not the implementing Agency or the Calcutta High court. No delay /alterations of final submission date will be allowed due to this workman related interruptions. An undertaking in this regard has to be submitted along with the bid. | Self-Declaration on letterhead |
| 16 | The successful bidder has to submit the total list of workers and issue a magnetic card/Photo Identity card duely signed by the authorities for identification to enter into the project premises. An undertaking in this regard is to be submitted along with the bid. | Self-Declaration on letterhead |
| 17 | The authorized signatories of the bidder should execute a Power of Attorney to nominate one person as an authorized signatory regarding all communications and execution of this project. The authorized signatory should sign all communications including the bid. | Copy of Power of Attorney |

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SECTION – D

DATE AND TIME SCHEDULE

| Sl. No. | Particulars | Date & Time |
|----------------|--|------------------------|
| 1 | Date of uploading of N.I.T. & other Documents (online) (Publishing Date) | 17.07.2017 |
| 2 | Documents download/sale start date (Online) | 17.07.2017 |
| 3 | Last Date and time of sending the queries (Offline) | 21.07.2017 & 16.00 hrs |
| 4 | Pre Bid Meeting at WTL Office (Off Line) | 25.07.2017 & 11.30 hrs |
| 5 | Corrigendum, if any will be published (On Line) | - |
| 6 | Bid Submission start date & time (On line) | 02.08.2017 & 16.00 hrs |
| 7 | Last Date & time of submission of original Demand Draft/Pay Order for cost of Earnest Money Deposit (Off line) | 10.08.2017 & 14.00 hrs |
| 8 | Last Date & time of submission of original Demand Draft/Pay Order for cost of Tender Fee, in case the bidder did not attend the Pre Bid Meeting (Off line) | 10.08.2017 & 14.00 hrs |
| 9 | Bid Submission closing date & time (On line) | 08.08.2017 & 15.00 hrs |
| 10 | Bid opening date & time for Technical Proposals (Online) | 10.08.2017 & 15.00 hrs |
| 11 | Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any | - |
| 12 | Date for opening of Financial Bid (Online) | - |

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SECTION – E

INSTRUCTIONS TO BIDDER AND GENERAL TERMS

1. Definitions

In this document, the following terms shall have following respective meanings:

“Acceptance Test Document” means a document, which defines procedures for testing the functioning of installed system. The document will be finalized with the contractor within 7 days of issuance of the Order.

“Agreement” means the Agreement may be signed between the successful bidder and Calcutta High Court including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

“Bidder” means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom Calcutta High Court signs the agreement for supply, install, commission and render services for the systems deployed in various sites.

“Contract” is used synonymously with Agreement.

“Contract Price” means the price to be paid to the Contractor for providing the Solution, in accordance with the payment terms.

“Contractor” means the Bidder whose bid to perform the Contract has been accepted by Tender Committee and is named as such in the Letter of Award.

“Default Notice” shall mean the written notice of Default of the Agreement issued by one Party to the other.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Calcutta High Court of the benefits of free and open competition.

“Good Industry Practice” shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.

“Similar Nature” means Digitization of Records of High Court of Calcutta (Scanning, Indexing, Meta Data Entry) and management of Digitized records through computerized Document Management System.

“Government” / “Gov. of W. Bengal” / “GoWB” means the Government of West Bengal.

“GoI” shall stand for the Government of India.

“CHC” means Calcutta High Court

“Personnel” means persons hired by the Bidder and assigned to the performance of the Scanning and Digitization Solution or any part thereof.

“Project” means Digitization of Records of High Court of Calcutta (Scanning, Indexing, Meta Data Entry) and management of Digitized records through computerized Document Management System i.e. Digital Store System, Retrieval system and Integration with Case Management Information System (CMIS)

“Project Plan” means the document to be developed by the Contractor and approved by Webel Technology Ltd., based on the requirements of the Contract and the Preliminary Project Plan included in the Contractor’s bid. For

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the sake of clarity, the Agreed and Finalized Project Plan” refers to the version of the Project Plan submitted by the contractor after receiving the letter of Award and the same approved by Webel Technology Ltd. The project plan may be changed/ modified during the course of the project. Should the Project Plan conflict with the provisions of the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

“**Implementation Period**” shall mean the period from the date of signing of the Agreement and up to the issuance of Final Acceptance Certificate for the project.

“**Services**” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Scope of Work.

“**Law**” shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of West Bengal or any other Government or regulatory authority or political subdivision of government agency.

“**LOI**” means issuing of Letter of Intent shall constitute the intention of the WTL to place the Purchase Order with the successful bidder.

“**Operator**” means the company providing the services under Agreement.

“**Period of Agreement**” means 3 years from the date Contract Signing.

“**Requirements**” shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

“**Service**” means provision of Contracted service viz., operation, maintenance and associated services for DEPLOYED Solution as per Section titled “Scope of Work “

“**Termination Notice**” means the written notice of termination of the Agreement issued by WTL

“**WTL**” means Webel Technology Limited a Govt. of W. Bengal undertaking.

2. Pre Bid Meeting

Pre Bid Meeting will be held on 25.07.2017 & 11.30 hrs at premises of WTL. Bidder can send their queries as per format (Section - M) to Manager (Purchase) & copy to Ms. Munia Banerjee. Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. The entrance to the Pre Bid Meeting will be limited to two persons per bidder who will submit Tender Fee before the Pre Bid Meeting and carrying valid authorization letter on official letter head bearing company seal.

3. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of the bid and WTL will no case be responsible for those costs regardless of the conduct or outcome of the bidding process.

4. Bid Document

Bidder is expected to examine all instructions, forms, terms and requirement in the bid document. The invitation to bid together with all its attachment thereto shall be considered to be read, understood and accepted by the bidder unless deviations are specifically stated in the seriatim by the bidder. Failure to furnish all information required by the bid document or a bid not substantially responsive to the bid document in every respect may result of the bid.

5. Amendment of Bid Document

At any time prior to the deadline for submission of proposals, WTL reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. Modification and Withdrawal of Bids

As per bidding process available in the tender documents.

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7. Language of Bid & Correspondence

The proposal will be prepared by the Bidder in English language only. All the documents relating to the proposal (including brochures) supplied by the firm should also be in English, and the correspondence between the Bidder & WTL will be in English language only. The correspondence by fax/E-mail must be subsequently confirmed by a duly signed formal copy.

8. Bidder's Solution

The bidders are requested to study the Scope of work supplied with this document carefully. While working out the solution the bidder has to work with the broad minimum specification provided in the tender documents, while submitting the bid the bidder has to detail out all components needed to complete the Solution. The bidder is required quote for each item retaining all components/sub system detailed and specified to complete the solution. As the contractor will be responsible for smooth functioning of the solution and completion of the project during the specified period.

9. Earnest Money Deposit (EMD)

The firm shall furnish an EMD of Rs.20000000/- (Rupees Two Crores only) in the form of a demand draft from a Scheduled Bank payable at Kolkata and in favour of Webel Technology Limited. Any bid not accompanied with the EMD shall be rejected.

10. Forfeiture of EMD

EMD made by Bidder may be forfeited under the following conditions:

If Bidder withdraws the proposal before the expiry of validity period.

During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of WTL regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.

If Bidder violates any of the provisions of the terms and conditions of the proposal.

In the case of a successful Bidder, if Bidder fails to:

- a) Accept the work order along with the terms and conditions
- b) Furnish performance security.
- c) Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- d) Submitting false/misleading information/declaration/documents/proof etc.

The decision of WTL regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job for a period of one year.

11. Forms And Formats

The various inputs for the Techno Commercial as Financial Bids are to be submitted in the format specified. The bidder shall use the form, wherever specified, to provide relevant information. If form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases, the bidder shall design a form to hold the required information.

12. Lack of Information to Bidder

The bidder shall be deemed to have carefully examined the Bid document to his entire satisfaction. Any lack of information shall no in any relieve the bidder of his responsibility to fulfill his obligation under the bid. If bidder has any queries relating to bid document then he can send the queries before the Pre Bid Meeting.

13. Contract Execution

On receipt of the Letter of Award/Order the contractor should submit a performance Bank Guarantee (PBG) equivalent to 10% of the total contract value within two weeks from the date of receipt of Letter of Award/Order. The PBG should be valid for six month more than the project period.

Subsequent to the award of contract, the contractor will have to arrange for the requisite material required to

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complete the project. The material will have to be offered for pre-commencement inspection at the Calcutta High Court premises by the contractor. WTL will arrange for pre commencement inspection of the material and in the event the material is not acceptable for what so ever reason the material will have to be replaced by the contractor.

On successful pre commencement inspection the contractor would install and start execution of the project as per the project plan submitted, at the end customer location.. The contractor will raise necessary invoice for payment quarterly as per payment terms.

14. Time Schedule for the project

- (A) All activities leading to the commissioning of the project needs to be completed within 60 days from the date of award
- (B) The project needs to be completed within 3 years of contract signing and after that there would be 1 year of Support period , details given in Special Terms and Conditions

15. Liquidated Damage

The job includes the digitization of records of Calcutta High Court. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 2% of the contract value for each month from the 37th month of the contract signing, subject to a ceiling of 10% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, WTL reserves the right to terminate the contract and PBG will be invoked.

16. Penalty

Penalty will be as per Special Terms and Conditions mentioned in the RFP

17. Liability

In case of a default on bidder's part or other liability, WTL shall be entitled to recover damages from the Contractor. In each such instance, regardless of the basis on which WTL is entitled to claim damages from the Contractor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Contractor shall be liable for no more than:

- Payment referred to in the Patents and Copyrights clause
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Contractor's negligence
- As to any other actual damage arising in any situation involving nonperformance by Contractor pursuant to or in any way related to the subject of this Agreement, the charge paid by WTL for the individual product or Service that is the subject of the claim
However, the Contractor shall not be liable for
- For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data

For any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the Contractor hereunder.

18. Patents & Copyright

If a third party claims that a product delivered by the Contractor to WTL infringes that party's patent or copyright, the Contractor shall defend WTL against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Contractor, provided that WTL

- Promptly notifies Contractor in writing of the claim
- Allows Contractor to control and co-operate with Contractor in the defense and any related settlement negotiations

Remedies: If such a claim is made or appears likely to be made, WTL would permit Contractor to enable WTL to continue to use the product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, WTL agrees to return the product to Contractor on Contractor's written request. Contractor will then give WTL a credit equal to for a machine. WTL's net book value (provided WTL has followed generally accepted accounting principles for a generally available software product produced by Contractor (Program) the amount paid by WTL or 12 months charges (which ever is lesser) and for materials the amount paid by WTL for the materials. These will be Contractor's entire obligation

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regarding any claim of infringement.

19. Suspension of Work

WTL shall have the power at any time and from time to time by notice to the Contractor to delay or suspend the progress of the work or any part of the work due to any other adequate reasons and on receipt of such notice the contractor shall forthwith suspend further progress of the work until further notice from WTL. The Contractor shall recommence work immediately after receiving a notice to do so from WTL. The whole or any part of the time lost for such delay or suspension shall, if WTL in its absolute discretion thinks fit, but not otherwise, be added to the time allowed for completion.

20. Terms of Payment

Payment will be made after 15 days upon receipt of payment from relevant customer, i.e., Calcutta High Court. The payment milestone will be on quarterly basis.

21. Governing Laws

This contract shall be governed by and interpreted by Arbitration clause in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract. The Contractor shall keep himself fully informed of all current national, state and municipal law and ordinances. The Contractor shall at their own expense, obtain all necessary permits and license and pay all fees and taxes required by law. These will be contractor's entire obligation regarding any claim of infringement. The contractor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

22. Corrupt or Fraudulent Practices

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force. The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

23. Binding Clause

All decisions taken by the Tender Committee regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tender Committee reserves the right:

- To vary, modify, revise, amend or change any of the terms and conditions mentioned above and,
- To reject any or all the Tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

24. Workmen's Compensation

In every case in which by virtue of the provision of the workmen's compensation Act 1923 or any other relevant acts and rules, compensation to a workmen employed by the contractor, is payable, then this should be done by the Contractor. If WTL is obliged to make any compensation under the said rules and acts, then the amount shall be recovered without prejudice, from the bills and due of the Contractor. WTL shall not be bound to contest any claim made against the Contractor in respect of workmen's compensation.

25. Contractor's Employees

The Contractor shall comply with the provision of all labour legislation including the requirement of the payment of Wage Act 1936 and the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract. The Contractor must ensure that he complies with PF, ESI regulation for all his deployed employees. The Contractor shall see that all authorized Sub Contractors under him similarly complied with the above requirement.

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26. Safety Measures

The Contractor only shall in the course of execution of the work take all necessary precaution for the protection of all persons and property. The Contractor shall take adequate measures to protect the work and prevent accident during the work. In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the contractor in taking proper precautionary measures the contractor shall be responsible for and must make good the loss the damage at his own cost to the satisfaction of the department and employees of the department shall be indemnified from all claims or liabilities arising there from or any expenses incurred on account thereof.

27. Equipment

All tools & tackles necessary for the work shall have to be procured by the contractor unless otherwise specified elsewhere in these tender documents. The equipment used by the contractor for a particular work must be appropriate for the type of work. The contractor shall maintain the equipment used on the work properly so that they are in good working condition. In no case shall the contractor use defective or imperfect equipment in the work. The contractor shall arrange to replace or repair all defective equipment so that the progress of the work is not hampered. No defective equipment should be left at the site of work and the department shall not be responsible for any loss or damage to any of these equipments during the course of the execution of the work.

28. Sub-Contract

Webel Technology Limited (WTL) does not recognize the existence of Sub-Contractors. The Contractor's responsibilities are not transferable. Consortium of any form is not allowed in this NIT.

29. Termination for Default

WTL may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by WTL in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WTL. If the project (delivery, installation as well as warranty maintenance support) is not carried out according to specification due to deficiency in service as per terms of the contract. In such case WTL will invoke the amount held back from the contractor as PBG.

30. Bankruptcy

If the contractor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, WTL shall be at liberty to terminate the engagement forthwith without any notice in writing to the contractor or to the liquidator or receiver or to any person in whom the contractor may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by WTL.

31. Force Majeure

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

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

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

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure up to its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall

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

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

32. Performance Bank Guarantee (PBG)

As a guarantee for timely delivery of service as well as quality performance of the job, as mentioned in Scope of Work & Special Terms & Conditions, from the date of final acceptance of job and pertaining to proper execution of job. The bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized/scheduled bank valid for 180 days beyond the final completion period. PBG to be submitted within 15 days from the date of issuance of order. On receipt of PBG, the EMD will be returned to the successful bidder without any interest. PBG shall be valid for a period of 3 years for execution period plus 1 year for support period plus six months.

33. Contractor's Responsibilities

Refer Scope of Work (Section – B).

34. Purchaser's Responsibilities

Refer Scope of Work (Section – B).

35. No waiver of Rights

Neither the inspection by WTL or any of their agents nor any order by WTL for payment of money or any payment for or acceptance of the whole or any part of the works by WTL, nor any extension of time, nor any possession taken by WTL shall operate as a waiver of any provision of the contract or of any power reserved to WTL, or any right to damages here in provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other subsequent breach.

36. Grafts, Commissions, Gifts, etc.

It is the Purchaser's policy to require that bidders, suppliers, contractors and consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with WTL shall in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to WTL resulting from any cancellation. WTL shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under contract.

37. Enforcement of Terms

The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

38. Period of Validity of Offer

For the purpose of placing the order, the proposals shall remain valid till 180 days. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, WTL may ask for extension of the period

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of validity and such a request shall be binding on Bidders. WTL's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

39. Taxes & Duties

- The prices shall be inclusive of all taxes & levies including GST and other statutory duties as applicable. Rate of taxes should be indicated separately in the Price Bid.
- Contract Price specified in Price Bid should be based on the taxes & duties and charges prevailing at the date one day prior to the last date of Bid submission.
- Statutory deduction, wherever applicable, shall be made from invoice as per government rules. Necessary certificate will be issued for such deductions.
- Bidder submitting a bid shall produce valid statutory documents / certificates with respect to GST, Income Tax, ROC, Prof. Tax, Trade Licence, etc. All such documents / certificates shall remain valid on the last date of tender submission.
- In case of inter-state transaction, WTL will provide "Waybill". However, statutory charges, if any will be borne by the bidder.
- GST component of the invoice of the bidder may be kept on hold in case there is any mismatch / irregularity in GST return filing on the part of the bidder.

40. Discrepancies in Bid

- Discrepancy between description in words and figures, the rate which corresponds to the words quoted by the bidder shall be taken as correct.
- Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate then the unit rate shall be regarded as firm.
- Discrepancy in totaling or carry forward in the amount quoted by the bidder shall be corrected.

41. Bid Due Date

The online tender has to be submitted not later than the due date and time specified in the Important Dates Sheet. WTL may at its discretion on giving reasonable notice by fax, or any other written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of the WTL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

42. Late Bid

Any proposal received by WTL after the deadline for submission of proposals will not be accepted.

43. Opening of Bid by WTL

Bids shall be opened and downloaded electronically through operation of the process in the e-Tender portal in presence of Tender Committee. Bidders interested to remain present during electronic bid opening may attend the bid opening session at WTL premises at scheduled date & time.

44. Contacting WTL

Bidder shall not approach WTL officers beyond office hours and/or outside WTL office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence WTL office in the decision on Bid evaluation, Bid comparison or finalization may result in rejection of the Bidder's offer. If the bidder wishes to bring additional information to the notice of WTL, it should be in writing.

45. WTL's Right to Reject any or all Bids

WTL reserves the right to reject any bid without providing any reason and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

46. Bid Currencies

Prices shall be quoted in **Indian Rupees**, inclusive of all prevailing taxes.

47. Price

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- Price should be quoted in the Financial Bid format only. No deviation in any form in the Financial Bid is acceptable
- Percentage/specified amount of taxes & duties should be clearly mentioned otherwise WTL reserves the right to reject such vague offer.
- Price to be quoted inclusive of all charges.

48. Canvassing

Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render him liable to penalties, which may include removal of this name from the register of approved Contractors.

49. Non-Transferability of Tender

This tender document is not transferable.

50. Formats and Signing of Bid

The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory(ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the proposal. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialed with date by the authorized signatory after striking out the original words/figures completely.

51. Withdrawal of Bid

Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period. Fresh Bid may be called from eligible vendors for any additional item(s) of work not mentioned herein, if so required.

52. Interpretation of documents

If any bidder should find discrepancies or omission in the specifications or other tender documents, or if he should be in doubt as to the true meaning of any part thereof, he shall make a written request to the tender inviting authority for correction/clarification or interpretation or can put in a separate sheet along with his technical bid document.

53. Splitting of the Contract and Curtailment of Work

WTL reserves the right to split up and distribute the work among the successful bidders and to curtail any item of work in the schedule partly or fully.

54. Preparation of Tender

Tender shall be submitted in accordance with the following instructions:

- (i) Tenders shall be submitted in the prescribed forms. Digital signatures shall be used. Where there is conflict between the words and the figures, the words shall govern.
- (ii) All notations must be in ink or type written. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons signing the tender.
- (iii) Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral or telephonic proposals for modifications will be acceptable.
- (iv) Tenders shall be uploaded as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders.
- (v) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- (vi) Each and every page of the tender document must be signed with company seal by the bidder.
- (vii) Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter.

55. Pre- Commencement Instruction

All materials / equipments supplied against the purchase order shall be subjected to Inspection, check and /or test by the authorized representative from WTL.

56. Final Inspection

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Final inspection will be carried by the authorized representative from WTLCHC.

57. Site Inspection

Bidder can inspect (at their own cost) the site if required, for which they have to take necessary permission from WTL in writing. WTL will take at least seven days to organize such permission in concurrence with Calcutta High Court.

58. Clarification of Bid

During evaluation of the bids, the Customer/Tender Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (fax/email) and no change in the substance of the bid shall seek offered or permitted.

59. Compliance with Law

The contractor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

60. Erasures or Alternations

The offers with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ions is not only signed by the authorized signatory of the bidder. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the offered solution must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Customer may treat offers not adhering to these guidelines as unacceptable. The Customer may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and the Tender Committee reserves the right for such waivers.

61. Deemed Acceptance

Deliverables will be deemed to be fully and finally accepted by Calcutta High Court and in the event Calcutta High Court has not submitted such Deliverable Review Statement to Bidder/Implementation Partner before the expiration of the 30-days review period, or when Department uses the deliverable in its business, whichever occurs earlier ("Deemed Acceptance").

62. Quality Control

- The contractor is obliged to work closely with WTL and/or Calcutta High Court staff, act within its authority and abide by directive issued by them on implementation activities.
- The contractor will abide by the safety measures and free WTL from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their negligence. The bidder will pay all indemnities arising from such incidents and will not hold WTL and Calcutta High Court responsible.
- The contractor will treat as confidential all data and information about the Calcutta High Court Documents , obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of WTL/Calcutta High Court.
- WTL reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. WTL shall have engineers, inspectors or other duly authorized representatives made known to the contractor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of WTL does not relieve the contractor of the responsibility for quality control in all phases.
- The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

63. Location

The office of Calcutta High Court.

64. Site Not Ready

The bidder shall not be in any manner liable for any delay arising out of Calcutta High Courts inability to make the

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site ready within the stipulated period as per RFP. Also the bidder shall not be liable for any delay arising out of Calcutta High Courts inability to maintain the required flow of documents for upholding the project plan as specified by the bidder and agreed at the time of contract signing with the competent authority.

65. General Terms

- (i) All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- (ii) All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and WTL reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
- (iii) No Technical/Commercial clarification will be entertained after opening of the tender.
- (iv) Overwriting and erasures may make the tender liable for rejection if each of such overwriting / erasures / manuscript is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- (v) Quantity/No of Pages, mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WTL reserve the right to increase or decrease the quantity/no of pages to be scanned specified in the tender.
- (vi) WTL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
- (vii) WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- (viii) No dispute by the bidders in regard to Technical/Commercial points will be entertained by WTL and decision taken by the Tender Committee will be final.
- (ix) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- (x) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- (xi) The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
- (xii) The customer/WTL at its discretion may extend the deadline for submission of bids.
- (xiii) The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

66. Special Terms & Conditions

- a) The High Court may recover any amount due from the successful Bidder by invoking the PBG. In such an event, the successful Bidder shall replenish the PBG within 15 days.
- b) The successful Bidder will be required to compile and make an instruction manual for Scanning, Digitizing, Storage and Integrated retrieval operations and provide the same to the High Court.
- c) Complete Software Requirement Specifications (SRS) for the entire project is required to be made available by the successful Bidder. Technology used for Front-end, Middle-tier, Web Services (UDDI, SOAP, WSDL, etc.) and Persistent Layer implementation are required to be clearly elaborated. Details of Operating System, Application Server, ORDBMS and other platform requirements are also required to be clearly specified.
- d) The successful Bidder is required to provide complete SRS of software solutions proposed to be used for Bar Coding and tracking movement of the Case files / Administrative files during the process of Scanning and Digitization.
- e) The successful Bidder is required to handover the complete database of the Bar coded Case files / Administrative files and the logs relating to the movement of the Case files/ Administrative files.
- f) The High Court reserves the right to deny entry to any staff of the successful Bidder or any unauthorized person within the Scanning/Digitization area at Calcutta.
- g) No person/staff engaged by the successful Bidder will make any claim to the High Court, including a claim for employment.
- h) The successful Bidder is required to comply with the requirements of all the Acts, Rules and Regulations framed by the State Government/ Central Government relating to contract work and the High Court will not be responsible for any breach thereof.
- i) The successful Bidder is required to ensure that the staff engaged by it maintains proper discipline and

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- decorum.
- j) The items/equipment installed by the successful Bidder will not be removed without the permission of the High Court.
 - k) The successful Bidder is required to undertake the Scanning and Digitization work of the Case files / Administrative files of the High Court exclusively in the area/space provided by the High Court. The successful Bidder is also required to ensure that the area/space provided by the High Court is not misused or sublet.
 - l) The successful Bidder will maintain the scanners/Computers/Servers etc. and other related items/equipment in a proper working condition at all times. In case of failure of any items/equipment, the successful Bidder will make alternative arrangements immediately so that the Scanning and Digitization work does not suffer.
 - m) Continuance of the contract and payment for the work done will be subject to satisfactory performance and will also be subject to compliance of all the terms and conditions of the contract.
 - n) It will be the responsibility of the successful Bidder to ensure that the work is completed in all respects as indicated in the tender document and the WORK PLAN enclosed as Annexure – V to the tender submitted by the Bidder.
 - o) Time is the essence of the contract. The work is required to be completed within three year from the date specified in the Work Order issued by the Implementing Agency in concurrence with Calcutta High Court. If the work is not performed within the stipulated period, it will be open to the Calcutta High Court to either cancel the contract and/or impose liquidated damages as per the Clause contained in the TERMS OF PAYMENT of the tender document.
 - p) The Calcutta High Court and Implementing Agency reserves the right to cancel the contract in case of any uncured material breach by the successful Bidder, after giving a prior notice/cure period of 30 days. The honorable Calcutta High Court reserves the right to perform a review after 10% completion of the total project within the stipulated time frame. If performance is not as per the desired level, the Implementing Agency in consultation with the Calcutta High Court reserves the right to cancel the contract. In the event of termination, Implementing Agency in concurrence with The High Court shall pay successful Bidder for all products delivered / services rendered up to the effective date of termination. In case of any dispute, the Courts at Calcutta alone will have the jurisdiction.
 - q) On cancellation of the contract it will be open to the Implementing Agency in concurrence with the Calcutta High Court to award the contract to another party and the extra cost incurred by the High Court in the completion of the work, loss/damages will be recovered from the successful Bidder, subject to a maximum of 10% of the contract value of the undelivered goods and services.
 - r) In the event of cancellation of the contract due to any uncured material breach by the bidder, the Implementing Agency in concurrence with Calcutta High Court will also be entitled to invoke the PBG submitted by the successful Bidder including the institution of legal proceedings as are available in law. On termination of the contract, the successful Bidder will forthwith remove all its equipment and material and hand over the Case files / Administrative files and other records which are in its possession to the High Court. The successful Bidder shall also handover the Scanned and Digitized data to the High Court including CMS/DMS and other operational data. In such an event the successful Bidder will not remove/delete the Digitized data.
 - s) The successful Bidder after successfully storing the Scanned and Digitized data on its computer will transfer the same to the Server/SAN Storage/Data centre(s) etc. and provide access to the High Court.
 - t) Complete secrecy and confidentiality of physical/Digitized records is required to be maintained by the successful Bidder.
 - u) The High Court shall have exclusive rights on the software solution provided by the successful Bidder. The High Court reserves the right to use it at any premise(s) and in any form.
 - v) The High Court reserves the right to make inspections prior to the commencement of the work and during its progress.
 - w) The successful Bidder will not, without the prior written consent of the High Court, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the High Court in connection therewith, to a third party.
 - x) The successful Bidder will indemnify the High Court against all third party claims of infringement of Patent, Trademark/Copyright or Industrial Design Rights arising from the use of the supplied software/hardware/ manpower etc. and related services or any part thereof. All penalties in this RFP is limited to 25% of contract value, unless not specified. The maximum liability of the bidder will not exceed double the estimated value.
 - y) The Scanned and Digitized records will be the property of the High Court. The successful Bidder will have no right, title or interest in it and will not use it elsewhere.
 - z) Price to be quoted with three years completion period and one year support service. In total four years.

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SECTION – F

TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

1. EVALUATION PROCEDURE

- The Eligibility Criteria (Section – C) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- The Tender Committee would evaluate the Techno Commercial Evaluation. In order to facilitate the evaluation, the marking scheme presented is an indication of the relative importance of the evaluation. Bidders securing a minimum of 70% marks in the Techno Commercial Evaluation for qualifying technical evaluation.
- Bidders after qualifying in Techno Commercial Evaluation will only be considers for Financial Bid Evaluation.

2. EVALUATION CRITERIA

Techno Commercial Evaluation

The evaluation methodology would take into consideration both the Techno Commercial responsiveness as well as the financial response. During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score for the Techno Commercial Bid as defined in the table below:

| Description | Max Score | Details | Break Up |
|--|-----------|---|---|
| A. Organization Capacity | | | |
| Proof of Job carried out | 20 | Two similar projects of scanning/digitization of minimum value of Rs 10 Crore each in Government Department/PSU/Autonomous Body/Any reputed organization in total. Orders shall not be same as submitted in Eligibility Criteria. | 10 Points for each project. Total - 20 |
| B. Financial Profile | | | |
| Total turnover for three financial years (FY – 2013-14, 2014-15 & 2015-16) | 15 | Total turnover for each of the three FY (FY – 2013-14, 2014-15 & 2015-16) = 250.00 Crore & above and less than 300 Crore | 5 |
| | | Total turnover for each of the three FY (FY – 2013-14, 2014-15 & 2015-16) = 300.00 Crore & above and less than 400 Crore | 7 |
| | | Total turnover for each of the three FY (FY – 2013-14, 2014-15 & 2015-16) = 400.00 Crore & above and less than 500 Crore | 12 |
| | | Total turnover for each of the three FY (FY – 2013-14, 2014-15 & 2015-16) = 500.00 Crore & above | 15 |
| C. Manpower Availability of Proposed Team (Details are given in Section – G) for this project | | | |
| Project Manager | 10 | Marks for Manpower (As per Section - G) | 4 |
| Domain Expert | | Marks for Manpower (As per Section – G) | 3 |
| Technical Expert | | Marks for Manpower (As per Section – G) | 3 |
| D. Quality Certificate | | | |
| Certificate copy | 15 | ISO 27001 | 3 |
| | | ISO 20000 | 3 |
| | | CMMi Level 3 Certification | 3 |
| | | CMMi Level 5 Certification | 5 |
| E. Technical understanding (Presentation – Maximum 20 minutes) * | | | |
| | 40 | Proposed Hardware Specification | 5 |
| | | Features of proposed DMS | 5 |
| | | Proposed Project Milestones and deliverable (per week proposed scanned image, Metadata entry, no. of barcoding done, uploading of digitized data to server) | 5 |
| | | Proposed arrangement for Information Security | 5 |
| | | Proposed arrangement for Risk Management and Mitigation | 5 |
| | | Understanding of current project | 5 |
| | | Quality Control | 5 |
| | | Overall Presentation | 5 |

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*Marks on manpower will be awarded based on the CV (maximum 3 pages) provided and interaction/interview during the technical presentation.

All related documents to be submitted.

3. FINAL EVALUATION

Financial bid of the qualified bidders shall be opened on the scheduled date & time, in the presence of the Tender Committee and representative of bidders. Final evaluation will be done among the short listed bidders in accordance with Quality & Cost and will involve both Techno Commercial & Financial Evaluation with the following weight-age.

| | | |
|---|------------------------------|-----|
| A | Techno Commercial Evaluation | 30% |
| B | Financial Evaluation | 70% |

Commercial Bid Score (BS) will be calculated for each responsive bid using the following formula which permits a comprehensive assessment of the bid price and techno commercial merits of each bid.

$$BS = \frac{TC}{TTC} \times 0.30 + \frac{LBP}{BP} \times 0.70$$

Where

- BS - Evaluated Bid Score
- BP - Amount of Bid Price of bidder
- LBP - Lowest Amount of Bid Price among bidders
- TC - Techno Commercial Score awarded to bidder
- TTC - Total Techno Commercial Score (100 marks in this case)

The bid with the highest Evaluated Bid Score (BS) among the responsive bids shall be most responsive bid.

4. AWARDING OF CONTRACTING

An affirmative Post Qualification determination will be prerequisite for award of the contract to the most overall responsive bidder. A negative determination will result in rejection of bidder's bid, in which event the WTL will proceed to the next lowest evaluated bidder to make a similar determination of that bidder's capability to perform satisfactorily. WTL will award the contract to the successful bidder whose bid has been determined to be substantially responsive after final negotiation may held with the most responsive bidder, if required. The successful bidder (s) will have to give security deposit in the form of Performance Bank Guarantee.

5. POST QUALIFICATION

The determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualification, as well as other information WTL deems necessary and appropriate. This determination may include visits or interviews with the Bidder's client's reference in its bid, site inspection, and any other measures. At the time of post-qualification, Calcutta High Court may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the detailed Technical Specification.

6. TECHNICAL PRESENTATION

The bidders qualified in Eligibility Criteria shall be mandatory for a technical presentation to portray their understanding of the scope of work & responsibility for the same in front of the Technical evaluation committee/Customer. During Technical presentation the proposed Key members of Project Manager, Domain Expert & DMS Expert need to be present. The date, time and venue of technical presentation for the qualified bidders will be intimated in due course.

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SECTION – G

EVALUATION DETAILS FOR MANPOWER

(Tender No. WTL/HC/DS/17-18/000)

| Sr. | Heads | Details | Marks |
|------------|------------------|---|--------------|
| 1. | Project Manager | Qualification, relevant certification and Experience of the proposed Project Manager i) Qualification: B.Tech/B.E/MCA & MBA– 1 ii) Experience : For having Experience more than 10 years – 1 iii) For experience in scanning & digitization : More than 2 projects – 1 iv) Skill demonstration during presentation - 1 | 4 |
| 2. | Domain Expert | Qualification, relevant certification and Experience of the proposed Domain Expert i) Qualification: a) B.Tech/M-Tech/B.E/MCA – 1 ii) Experience : a) For having Experience more than 8 years – 1 iii) For Domain expert in scanning & digitization: a) More than 2 projects – 1 | 3 |
| 3. | Technical Expert | Qualification, relevant certification and Experience of the proposed Technical Expert i) Qualification: a. B.Tech/B.E/MCA – 1 ii) Experience : a) For having Experience more than 8 years – 1 iii) For having any relevant certification – 1 | 3 |

Note:

CVs of the manpower to be submitted. CV shall not be more than 3 pages.

Must be in the payroll of the bidder along with PF No.

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SECTION – H

BID FORM

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head)

To,
Webel Technology Limited
Plot – 5, Block – BP, Sector – V,
Salt Lake City,
Kolkata – 700091.

Sub: Digitization of Records of High Court of Calcutta (Scanning, Indexing, Meta Data Entry) and management of Digitized records through computerized Document Management System.

Dear Sirs,

1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/HC/DS/17-18/015 dated 17.07.2017 do hereby propose to execute the job as per specification as set forth in your Bid documents.
2. The price quoted are firm during the entire period of execution irrespective of date of completion and not subject to any price adjustment as per in line with the Bid documents. The price and others terms & conditions will remain valid for a period of 180 (One hundred eighty) days from the date of price bid opening and it shall remain binding upon us for acceptance at any time before the expiry of the period. We further declare those prices quoted in our proposal are in accordance with Bid document.
3. We confirm that our bid prices include all other taxes and duties and levies applicable including GST on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
4. Earnest Money Deposit: We have enclosed EMD in the form of Demand draft for a sum of Rs.2,00,00,000/- (Demand Draft no. _____ dated _____ drawn on _____)
5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
6. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
7. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid.
8. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, thisday of2014

WEBEL TECHNOLOGY LIMITED

.....
Signature

.....
Name in full

.....
Designation

Signature Verified by Head of Institution

.....
Name & Designation

.....
Full Signature & Stamp

WEBEL TECHNOLOGY LIMITED

SECTION – I

GUIDANCE FOR E-TENDERING

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

- **Registration of Bidder:**
Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to <https://wbtenders.gov.in>. The Bidder is to click on the link for e-Tendering site as given on the web portal.
- **Digital Signature Certificate (DSC):**
Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.
- The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- **Participation in more than one work:**
A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If, found to be applied severally in a single job all the applications will be rejected.
- **Submission of Tenders:**
Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats)

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

Techno Commercial Cover:

Technical Document1

1. Copy of Demand Draft of Earnest Money Deposit (EMD)
2. Copy of Demand Draft of Tender Fee

Technical Document2

1. N I T Declaration duly stamped & signed in bidder's letter head (Section – P)
2. Manufacturer Authorisation Certificate as per Clause no. 10 of Section – C

Technical Compliance

1. Company Profile (Not more than 3 pages)
2. Bid Form as per format (Section – H)

Financial Cover:

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

NON-STATUTORY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:

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

| Sl. No. | Category Name | Sub Category Name | Sub Category Description |
|---------|---------------|-------------------|--------------------------|
|---------|---------------|-------------------|--------------------------|

WEBEL TECHNOLOGY LIMITED

| | | | |
|---|-----------------|-------------------------------|--|
| A | CERTIFICATES | A1. CERTIFICATES | <ul style="list-style-type: none"> • GST Registration Number • PAN • Document as per Clause no. 1 of Section – C • Document as per Clause – 2 of Section – C |
| B | COMPANY DETAILS | B1. COMPANY DETAILS 1 | <ul style="list-style-type: none"> • Document as per Clause – 1 of Section – B • Certificates as per Clause no. 11 of Section – C |
| | | B2. COMPANY DETAILS 2 | <ul style="list-style-type: none"> • Declaration as per Clause no. 9 of Section – C • ISO Certificate as per Clause no. 7 of Section – C |
| C | CREDENTIAL | CREDENTIAL 1 | <ul style="list-style-type: none"> • Order copies as per Clause no. 3 & 4 of Section – C |
| | | CREDENTIAL 2 | <ul style="list-style-type: none"> • Documents related to Techno Commercial Evaluation |
| D | DECLARATION | DECLARATION 1 | <ul style="list-style-type: none"> • Financial Capability of Bidder as per format (Section – K) • Bank Solvency Certificate as per Clause no. 6 of Section – C |
| | | DECLARATION 2 | <ul style="list-style-type: none"> • Declaration as per Clause no.15 of Section – C • Declaration as per Clause no.16 of Section – C • Power of Attorney as per Clause no.16 of Section – C |
| | | DECLARATION 3 | <ul style="list-style-type: none"> • Bidder’s Details as per format (Section – L) • List of Clients as per format (Section – N) |
| | | DECLARATION 4 | Technical Capability as per format (Section – J) |
| | | DECLARATION 5 | <ul style="list-style-type: none"> • Manpower details • Other documents, if any |
| F | FINANCIAL INFO | P/L & BALANCE SHEET 2013-2014 | P/L & BALANCE SHEET 2013-2014 |
| | | P/L & BALANCE SHEET 2014-2015 | P/L & BALANCE SHEET 2014-2015 |
| | | P/L & BALANCE SHEET 2015-2016 | P/L & BALANCE SHEET 2015-2016 |

The hard copy of the total set of documents uploaded in e-Tender site except BOQ to be submitted in sealed envelope to Manager (Purchase), Webel Technology Ltd. before opening of Technical Bid. The envelope superscripted with words “Hard copy of document uploaded against Tender no. WTL/HC/DS/17-18/015 except BOQ”.

WEBEL TECHNOLOGY LIMITED

SECTION – J

TECHNICAL CAPABILITY OF BIDDER

(Tender No. WTL/HC/DS/17-18/015)

| Sl. No. | Project Name | Start Date | End Date / Status | Brief description of project & scope of work (implementation, operation & maintenance) | Type of project | Approx value of the project | Contact details of the Customer |
|---------|--------------|------------|-------------------|--|-----------------|-----------------------------|---------------------------------|
| | | | | | | | |
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| | | | | | | | |

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

- A. Type of Project shall indicate the implementation of services (Supply, installation and implementation of Integrated Queue Management System including Implementation).
- B. Scope of work shall indicate whether it is implementation, Operation or maintenance.
- C. Submit Customer Order Copy details of the order indicating the project value, customer contact details, project completion certificate, customer satisfaction certificate etc.

WEBEL TECHNOLOGY LIMITED

SECTION – K

FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/HC/DS/17-18/015)

FINANCIAL INFORMATION

| Sl. No. | Name of the Bidder | Turnover (Rs/Crores) | | |
|---------|--------------------|----------------------|---------|---------|
| | | 2013-14 | 2014-15 | 2015-16 |
| 1 | | | | |

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

Submit the audited financial statement/ audited annual report of the last three financial years.

WEBEL TECHNOLOGY LIMITED

SECTION - L

FORMAT FOR BIDDER'S DETAILS

(Tender No. WTL/HC/DS/17-18/015)

| | | |
|----|--|--|
| 1 | Name of the Firm | |
| 2 | Registered Office Address | |
| | Contact Number | |
| | Fax Number | |
| | E-mail | |
| 3 | Correspondence / Contact address | |
| | Name & Designation of Contact person | |
| | Address | |
| | Contact Number | |
| | PAN | |
| | Fax Number | |
| | E-mail | |
| 4 | Is the firm a registered company? If yes, submit documentary proof | |
| | Year and Place of the establishment of the company | |
| 5 | Former name of the company, if any | |
| 6 | <p>Is the firm</p> <ul style="list-style-type: none"> ▪ a Government/ Public Sector Undertaking ▪ a propriety firm ▪ a partnership firm (if yes, give partnership deed) ▪ a limited company or limited corporation ▪ a member of a group of companies, (if yes, give name and address and description of other companies) ▪ a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project. | |
| 7 | Is the firm registered with GST. If yes, submit valid GST Registration Number. | |
| 8 | Total number of employees. Attach the organizational chart showing the structure of the organization. | |
| 9 | Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details) | |
| 10 | How many years has your organization been in business under your present name? What were your fields when you established your organization | |
| 11 | <p>What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary)</p> <ul style="list-style-type: none"> ▪ Manufacturer ▪ Supplier ▪ System Integrator ▪ Consultant ▪ Service Provider (Pl. specify details) ▪ Software Development ▪ Total Solution provider (Design, Supply , Integration, O&M) ▪ IT Company | |
| 12 | Number of Offices in district head quarters in West Bengal | |
| 13 | Is your organization has ISO 9001:2008 certificates? | |
| 14 | List the major clients with whom your organization has | |

WEBEL TECHNOLOGY LIMITED

| | | |
|----|--|--|
| | been / is currently associated. | |
| 15 | Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work) | |
| 16 | Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking? (Give details) | |

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – M

PROFORMA FOR PRE-BID MEETING QUERIES

(Tender No. WTL/HC/DS/17-18/015)

Name of the Bidder:

Queries

| Sl. No. | Section No. | Clause No. | Page No. | Queries |
|---------|-------------|------------|----------|---------|
| | | | | |
| | | | | |
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Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

Note: The filled form to be submitted in XLS & PDF Format. There is a cutoff date for receiving of queries before Pre Bid Meeting. Queries received after the cutoff period will not be accepted. The Purchaser reserves the right to respond all queries over e-mail.

WEBEL TECHNOLOGY LIMITED

SECTION – N

LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/HC/DS/17-18/015)

| Sl. No. | Name of the Client | Address | Contact Person | Designation | Contact Numbers |
|----------------|---------------------------|----------------|-----------------------|--------------------|------------------------|
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WEBEL TECHNOLOGY LIMITED

SECTION – O

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT –CUM-PRFORMANCE GUARANTEE

Ref

Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of WEBEL TECHNOLOGY LIMITED, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its Registered office at Webel Bhavan, Block EP&GP, Sector V, Kolkata-700 091 (hereinafter called "The Purchaser") having agreed to accept from _____(hereinafter called "The Contractor") Having its Head Office at _____, a Bank guarantee for Rs. _____ in lieu of Cash Security Deposit for the due fulfillment by the Contractor of the terms & conditions of the Work Order No. _____ dated _____ issued by the Purchaser for _____(hereinafter called "the said work order _____ dated _____)". We _____ (Name & detailed address of the branch) (hereinafter called "the Guarantor") do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions contained in the said Work Order No. _____ dated _____ of which breach the opinion of the Purchaser shall be final and conclusive.

(2) AND WE, _____ DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum of _____ Rupees _____) only as may be specified in such demand, in the event of the Contractor failing or neglecting to execute fully efficiently and satisfactorily the order for _____ Work Order no. , _____ dated _____

(3) WE _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said Work Order No. _____ dated _____ including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No. _____ dated _____ have been fully paid and its claims satisfied or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No. _____ dated _____ have been fully and properly carried out by the said contractor and accordingly discharged the guarantee.

(4) We _____ the Guarantor undertake to extend the validity of Bank Guarantee at the request of the contractor for further period of periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.

(5) The liability under the Guarantee is restricted to Rs. _____ (Rupees _____) only and will expire on _____ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filled against us within 6 months from _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

WEBEL TECHNOLOGY LIMITED

(6) The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closer of the Contractor.

(7) The executants has the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.

(8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) only and our guarantee shall remain in force up to _____ and unless a demand or claim under the guarantee is made on us in writing on or before _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, _____ lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Purchaser in writing. In witness whereof we _____ have set and subscribed our hand on this _____ day of _____.

SIGNED, SEALED AND DELIVERED

(Stamp of the executants)

WITNESS

1) _____

2) _____

(Name & address in full with Rubber Stamp)

WEBEL TECHNOLOGY LIMITED

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. Bank Guarantee (B.G.) for Advance payment, Mobilization Advance, B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non- Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalised Bank/ Scheduled Commercial Bank preferably on a branch located in Kolkata. B.G. from Co-operative Bank / Rural Banks is not acceptable.
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The content of the B.G. shall be strictly as Proforma prescribed by WTL in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
11. Issuing Bank / The Bidder are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to WTL.

WEBEL TECHNOLOGY LIMITED

SECTION – P

NIT DECLARATION

(Bidders are requested to furnish the Format given in this section, filling the entire Blank and to be submitted on Bidder's Letter Head)

To
Webel Technology Limited
Plot – 5, Block – BP, Sector - V,
Salt Lake City,
Kolkata – 700091.

Sub: Digitization of Records of High Court of Calcutta (Scanning, Indexing, Meta Data Entry) and management of Digitized records through computerized Document Management System.

Dear Sir,

We the undersigned bidder/(s) declare that we have read and examined in details the specifications and other documents of the subject tender no. WTL/HC/DS/17-18/015 dated 17.07.2017 for Digitization of Records of High Court of Calcutta (Scanning, Indexing, Meta Data Entry) and management of Digitized records through computerized Document Management System published by Webel Technology Limited in e-Tender website.

We further declare that we have agreed and accepted all the clauses / sub-clauses / formats / terms & conditions other requirements related to the said tender and we will abide by the same as mentioned in the tender document while participating and executing the said tender.

Thanking you, we remain

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

Dated, thisday of2017

WEBEL TECHNOLOGY LIMITED

SECTION – Q

STORAGE SPECIFICATION

| Parameters | Description | Qty |
|---------------------------------|--|-----|
| Controllers | A unified storage and supports file and block and configured with Dual controllers and controller CPU based on Intel Xeon processor. A single GUI for management of both file and block services. The SAN controllers are active-active so that a single LUN is accessible by both the controllers at the same time. | 1 |
| Cache | 48 GB of cache/ system memory across dual controllers. | |
| | Data in the cache is protected from unlimited period of power outage. | |
| | Additionally the same storage supports 100GB of Cache which can be added in future in the same storage system. | |
| Disk Support | Support drive type of SSD drives, SAS 6 Gb/s and SATA II 7200 RPM/Nearline SAS 7200 RPM drives. | |
| Protocols and Ports Support | CIFS, NFS, 8 Gb/s FC, iSCSI (1 and 10 Gb) supported. The system is configured with 4 nos of 8Gbps FC ports. Supports 1Gbps and 10Gbps iSCSI ports. | |
| NDMP backup Support | Supports NDMP backup and system is configured with a minimum of 1 physical AUX or FC ports on the controllers for NDMP backup | |
| Other Protocols Support | Supports SNMP, Address resolution protocol, Simple Network Time Protocol, LDAP, Network Lock Manager v4. | |
| Software licenses | The system is configured with licenses for FC and iSCSI. CIFS, NFS, File Level Deduplication and compression should be supported. Thin Provisioning, Virtualization integration, file level retention Management software license are provided for entire system. | |
| Performance Monitoring Software | Performance Monitoring and reporting software which provides details of performance like IOPs, utilization, response time and also provide capacity details like amount of capacity allocated, capacity used and capacity free. | |
| Snapshots | Configured with Snapshot licenses, snapshot restore licenses for the entire systems capacity. | |
| RAID Support | Support for RAID 10, 5 and 6. | |
| Management | Support a browser based built in management and support automated email to vendor support center for proactive maintenance. There is a dedicated Ethernet port for management. | |
| Storage space | Configured with 100 TB (20% using SAS and 80% using NLSAS) either in Raid5/Raid6. | |
| Automated Tiering | Supports automated tiering at Sub-LUN level across all the 3 tiers of storage, i.e, EFD, SAS and NL-SAS. Supports simultaneous movement of Sub-LUN data from NL-SAS to SAS to EFD and vice versa based on application I/O workload. | |
| Warranty and Support | 3 Years support for hardware and 12 months for software | |