

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING e-TENDER

e-Tender are hereby invited on behalf of Kolkata Municipal Corporation, West Bengal. The Kolkata Municipal Corporation (KMC) desires to restore the old fragile maps and digitize them for future use in a proper manner.

Bids are invited from reputed Service Providers having sufficient experience and credentials for successful completion of "Similar Nature" of work in a Central or State Government Department/PSU/Autonomous Body. WTL has been chosen as the execution authority for the same. Bidder must read the NIT document carefully for responding to the requirements of the tender.

1	Tender No. & Date	WTL/KMC/DIG/23-24/033 dated 05.10.2023
2	Tender Version No.	1.0
3	Brief description of Job	Repair and Restoration of the old fragile maps and digitize them after restoration and printing
4	Tender Fee	Rs. 5000.00 (Rupees Five thousand only) The amount to be transferred online through e-tender portal.
5	Earnest Money Deposit	Rs. 1,20,000.00 (Rupees One lakh twenty thousand only) The amount to be transferred online through e-tender portal.
6	Date of Downloading	05.10.2023
7	Pre-Bid Meeting date & time	11.10.2023 at 12.00 Hrs. (On-Line Meeting) <ul style="list-style-type: none">• Pre-Bid meeting will be organizing online platform only. Only queries as per format (Section - M) reaching WTL by 10.10.2023 at 15.00 Hrs. will be taken for decision.• Interest bidders are requested to send mail to purchase@wtl.co.in for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.• Queries will be sent to Purchase Department (purchase@wtl.co.in)
8	Bid Submission Start date & time	18.10.2023 at 14.00 Hrs.
9	Last date & time of EMD & Tender Fee submission	Before Uploading of Tender
10	Last date & time of Bid Submission	30.10.2023 at 12.00 Hrs.
11	Date & time of Technical Bid Opening	01.11.2023 at 12.00 Hrs.
12	WTL Address	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13	Contact Number	033-23673403-06

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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 Tender fee may be remitted online through e-tender portal in favour of “Webel Technology Limited” and also to be documented through e-filing. Necessary Earnest Money Deposit (EMD) may be remitted online through e-tender portal in favour of “Webel Technology Limited” and also to be documented through e-filing.
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 – C 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.
5. All clarifications / corrigenda will be published only on the <https://wbtenders.gov.in>.
6. The information contained in this RFP Document or subsequently provided to Bidder(s) or Applicants whether verbally or in documentary form by or on behalf of this RFP, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP Document and all other terms and conditions subject to which such information is provided.
7. This RFP Document is not an agreement and is not an offer or invitation to any party other than the Applicants who are qualified to submit the Bids (“Bidders”). The principle (purpose) of this RFP Document is to provide the Bidder(s) with information to support the formulation of their Proposals. This RFP Document does not purport (claim) to contain all the information each Bidder may entail (require). This RFP Document may not be appropriate for all persons, and it is not possible for the team managing RFP or advisors to consider the investment objectives, financial situation, and particular needs of each Bidder who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources. WTL, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the precision (accuracy), reliability or completeness of the RFP Document. WTL may in their absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this RFP Document.

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SECTION – A

PROJECT OVERVIEW

The Archival Map Restoration Project aims to preserve and restore 100 nos. historical maps (total area 600sq.ft) belonging to the Government of West Bengal under custody of the Kolkata Municipal Corporation. The primary goal is to preserve the old and delicate maps, which hold valuable information about Kolkata's past, such as the city's layout, landmarks, and historical changes. These maps hold essential information about the state's past and cultural heritage. The project intends to safeguard these valuable documents for future generations and ensure their accessibility to researchers, historians, and the general public.

The three types of maps that were identified during visual inspection are as follows:

1. Blue Prints:

Blueprints, also known as cyanotypes, are technical prints that have been widely used for schematic or technical drawings since the 1870s. They consist of a single-layer print with a blue pigment embedded in uncoated paper or cloth fibers, resulting in a brilliant "Prussian" blue color. Blueprints are typically negatives, with white lines or text on a dark blue background, though positive prints, known as pellet prints, were also created for easier reading. The cyanotype process involves sensitizing the support with ferric ammonium citrate and potassium ferricyanide, exposing it to sunlight or UV light through an overlaid drawing, and immersing it in a water bath to produce the blue pigment. Blueprints are sensitive to light but relatively stable if kept in dark storage conditions.

The historical significance of blueprints lies in their widespread use for reproducing engineering and architectural designs from the 1870s to the 1930s. They provided an affordable and straightforward method for in-house reproduction by amateur photographers. Pre-sensitized papers became available in the late 1800s, leading to their global popularity. However, the development of the diazo process in the 1930s, which offered a dry processing method, led to the decline of blueprinting for technical uses. Despite this, blueprints have endured as one of the most widely held types of technical prints in archival collections. In the 1960s, there was a revival of interest in cyanotypes for non-technical purposes, contributing to their historical relevance and continued use as archival materials to preserve valuable records of urban development and historical heritage.

2. Ammonia Prints:

Ammonia prints, also known as diazo prints, are a significant reprographic format commonly found in late twentieth-century archival collections. The diazo process, dating back to the 1920s, involves coating the support, which can be paper, drafting cloth, or plastic film, with a sensitizing solution containing diazo and coupler compounds. The coupler compound determines the color of the image, which can be deep blue, purple, black, or sepia brown, among others. Copies are produced by exposing the sensitized support to a strong UV light source through a translucent master drawing, similar to a photographic negative. The areas that receive light undergo a chemical reaction catalyzed by ammonia gas, creating a direct positive image on a nearly white background.

Ammonia prints are distinguishable by their smooth, lightly calendered surface and visible fibers under low magnification. While older prints may be more vulnerable to deterioration, they should all be considered fragile and volatile. Residual chemicals in the paper can cause brittleness and yellow or brown discoloration, especially along the edges and unexposed areas. Proper storage away from other materials is necessary to prevent the transfer of harmful dyes and protect the prints from further damage. Sepia diazo prints, used as intermediate images, may have a waxy or oily coating, leading to reddish-pink discoloration or greasy smudging.

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These prints gained popularity quickly due to their simple dry processing and ability to reproduce both pencil and ink lines. They replaced blueprints in architectural and engineering offices by the 1950s and continued to be produced up to the present day. As a valuable part of archival collections, ammonia prints provide a wealth of technical drawings and office copies, offering insight into the architectural and engineering advancements of the past century. Careful preservation measures are necessary to safeguard these prints and maintain their historical significance for future generations.

3. Textile Maps

In the 19th century, archival textile maps were instrumental in urban planning, land development, and infrastructure projects. Crafted on materials like cotton, silk, or linen, these maps offered durability and portability for various applications. They were created using printing techniques like engraving, lithography, or transfer printing, and some featured hand-painted details, with embroidery or appliqué occasionally adding decorative elements. Serving as invaluable historical records, these textile maps provided visual representations of cities, towns, and regions, aiding in the development of infrastructure, road networks, and land use planning. They also played a crucial role in transportation and communication planning, offering insights into the evolution of cities and regions over time.

Archival textile maps encompassed various types, including city plans and atlases, topographical maps, land ownership records, infrastructure maps, military maps, and cadastral maps. City plans displayed street layouts, landmarks, and structures, while topographical maps depicted terrain and natural features. Land ownership maps documented property boundaries and ownership details for taxation and legal purposes, and infrastructure maps showcased transportation networks. Military maps assisted in strategic planning and defense, highlighting critical locations and fortifications. Additionally, cadastral maps served as official land survey records, documenting land divisions and registration information. Beyond their practical applications, textile maps were also educational tools, disseminating geographic knowledge and fostering an understanding of changing landscapes and the built environment. Their historical significance endures as they continue to offer valuable insights into the past, aiding research, preservation, and appreciation of our historical heritage.

Resin-coated maps are typically associated with paper-based maps, where a layer of resin (commonly acrylic or other synthetic resins) is applied to the map's surface to enhance durability and resistance to tearing, water damage, and environmental factors. However, the use of a resin-coating technique on textile-based maps may exist but has not been extensively documented or discussed in the available resources up to that point. For up-to-date information on developments in resin-coated textile maps, further research using recent academic papers, technical reports, or consultation with experts in cartography and preservation is recommended.

Problem Statement:

When assessing the condition of a specific type of map the most significant part is its material composition and methodology of execution. Both these factors further enable our understanding of what the collection may be undergoing. For example, when speaking of blue prints, their preservation presents several challenges due to their sensitivity to light and chemical residues from processing. While blueprints are relatively stable in dark storage, they are at risk of fading if exposed to an alkaline pH environment. The long-term preservation of blueprints heavily relies on the integrity of the support paper, which may undergo distortion as a result of the wet blueprint process. Storage conditions are crucial, requiring cool environments below 50 degrees Fahrenheit (10 degrees Celsius) with minimal fluctuations in temperature and relative humidity. The ideal storage temperature ranges from 32 to 40 degrees Fahrenheit (0 to 4 degrees Celsius) with a relative humidity of 30 to 40%

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Technical prints were often created for temporary, utilitarian purposes, and their lack of long-term stability further complicates preservation efforts. Residual chemicals may off-gas and cause damage if blueprints come into contact with other prints. Therefore, it is essential to store blueprints in alkaline-free paper products to prevent pigment fading. Buffered paper should be avoided. Large blueprints are best stored horizontally in flat files made of durable materials such as enameled steel, stainless steel, or anodized aluminum. Separating different types of technical prints is advisable to prevent contact degradation, and the use of folders cut to drawer size with interleaving sheets between prints is recommended.

Displaying blueprints requires cautious practices to ensure their long-term preservation. Facsimiles should be utilized whenever possible, and paper artifacts should not be displayed permanently. Low light levels and appropriate filters to minimize ultraviolet exposure are necessary in the exhibition area. Enclosed and sealed display cases are essential for protection, with items securely framed or matted using preservation-quality materials that have passed the Photographic Activity Test (ISO 18916:2007). If cyanotypes are displayed, it should be for no longer than 3 months at a maximum light level of 3 ft-c, with a 3-year rest period between display cycles. These preservation challenges underscore the importance of implementing responsible practices and suitable storage conditions to safeguard blueprints for future generations.

Preserving ammonia prints presents significant challenges due to their inherent deterioration tendencies. The paper used in ammonia prints tends to become brittle over time, largely because of residual chemicals from the printing process. This chemical residue can cause yellow and brown discoloration, particularly on the image-side and edges of the prints. Additionally, extended exposure to light or storage in acidic enclosures can result in faded images and yellowish-brown discoloration in unexposed areas. The off-gassing of residual chemicals further contributes to the fragility and volatility of ammonia prints, making them susceptible to damage and transfer of color dyes to adjacent papers. Sepia diazo prints, commonly used as intermediate images, may aggravate preservation concerns due to their wax, paraffin, or oil coating, which can lead to reddish-pink discoloration or greasy smudging on other objects.

With a moderately high risk level, older ammonia prints are particularly vulnerable to deterioration. They were often poorly processed during their creation, intensifying the presence of harmful chemicals that can impact both the prints themselves and nearby materials. As a result, it is crucial to segregate diazo prints from silver-image prints, as the former contains silver-bleaching chemicals. To ensure long-term preservation, proper storage conditions are essential. Cool storage environments, preferably below 50 degrees Fahrenheit (10 degrees Celsius), with minimal fluctuations in temperature and relative humidity, are recommended. However, finding an ideal balance in temperature (ranging from 35 to 65 degrees Fahrenheit or 2 to 18 degrees Celsius) and relative humidity (35% to 50% RH) proves challenging.

Storage of ammonia prints in flat files made of durable materials such as enameled steel, stainless steel, or anodized aluminum is the preferred method, but space limitations may necessitate rolled storage. In such cases, it is crucial to prevent damage to fragile prints by using interior supports like neutral pH cardboard tubes wrapped in polyester or neutral paper. However, any storage orientation, whether flat or rolled, should avoid folding the prints, as it can weaken the paper and cause tearing. Furthermore, it is essential to ensure that all storage materials pass the Photographic Activity Test (PAT) as specified in ISO Standard 18916:2007 to avoid further deterioration.

Preserving ammonia prints for display also presents challenges. To safeguard their longevity, facsimiles should be used whenever possible, with original prints displayed for a maximum of three months at a light

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level of 3 ft-c, followed by a three-year rest period between display cycles. Responsible display practices entail low light levels, appropriate filters to minimize ultraviolet exposure, and securely framed or matted exhibits using preservation-quality materials that pass the Photographic Activity Test (ISO 18916:2007). Considering the light sensitivity of diazo prints, it is vital to carefully consider exhibition choices to ensure the lasting preservation of these valuable archival materials.

Stamps seals signatures and markings

Preserving archival documents poses unique challenges, particularly when dealing with stamps, seals, signatures, and markings. These elements, integral to historical context and authenticity, are susceptible to fading, ink migration, transfer, and adhesive residues. Special handling is required to prevent damage during conservation, and the original context and placement of these features must be carefully preserved. Removing adhesive residues without harm, preventing ink migration, and ensuring proper documentation are complex tasks. Selecting appropriate storage solutions and cautious display practices further contribute to successful preservation. With a comprehensive approach that considers ink stability, sensitivity during handling, and the historical significance of these elements, conservation efforts can protect the integrity of the documents and maintain their value for future generations.

About WTL

Webel Technology Ltd, a Govt. of West Bengal Undertaking under the Department of PAR is designated as the state nodal agency for delivery of e-Governance Solutions for the Government of West Bengal. WTL is a certified agency for ISO 9001:2015, ISO/IEC 27001:2013 and CMMI Level 5 certified for delivery of e-Governance services and infrastructure projects. The Governor of West Bengal has authorized WTL both as The State Nodal Agency (SNA) & State Implementing Agency (SIA) for all e-Governance related activities in the State.

WTL was incorporated in April 2001 and has been profitable since inception. Since the last five years, WTL has undertaken the most challenging projects envisaged by the Government and is one of the fastest growing Government Undertakings. WTL has on behalf of the State Government in all its major e-Governance initiatives such as:

- WBSWAN - MPLS-VPN connectivity up to Block levels,
- Integrated Financial Management System,
- e-Recruitment initiatives,
- e-Reservation for various State Transport Corporations,
- e-Registration of Land Deeds,
- e-Governance initiatives of the Directorate of Commercial Taxes (e-Registration, e-Amendment, e-Payment, e-Return, e-Refund, e-Appeal, e-Forms, e-STDS & DMS),
- Digitization of all legacy Land records and Modernization of Record Rooms up to Block level and implementation of Incident Response System along with setting up of State-of-the-art Emergency Operation Centre for the Department of Disaster Management etc.

WTL has collaborated with Excise Directorate, Treasuries and Pay & Accounts, Home, Labour, Sericulture, Agriculture, Forest, Food & Supplies, Consumer Affairs in their IT & ITES initiatives. In addition to partnering State Government Departments, WTL has been following a "LOOK OUTWARD" policy and is doing a number of National Projects and Projects in various State Governments. Some of the National Projects executed successfully by WTL are NPR, SECC and PEC. Some of the States in which WTL is executing projects are Odisha, Jharkhand, Tripura, Meghalaya, Arunachal Pradesh and Delhi.

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SECTION – B

SCOPE OF WORK

Scope of Work:

Stage I:

Condition Assessment, Documentation and Cataloging: We can begin by carefully examining the archival maps, identifying their condition, and creating a detailed catalog of each map. This inventory will help us understand the restoration needs and prioritize the maps for treatment. The maps will also be analyzed for their composition through various means based on which suitable treatment methodologies will be drawn. Any specific storage requirements of the collection can also be addressed at this stage further guiding our conservation methodologies.

Stage II:

Work Space Organization: Identify and source/mobilization of the raw materials for general assessment, Conservation Treatment, Emergency Stabilization including repairs, storage protocol formation etc.

Stage III:

Restoration & Conservation: The maps will undergo a gentle and specialized cleaning process to reverse tape, remove dirt, dust, other depositions and stains accumulated over time. Any tears, creases, or physical damages posing threat to the documents' future handling will also be repaired in this phase with utmost care, using a selection of scientifically acclaimed materials to ensure the maps are safe and well-preserved in the near future.

Stage IV

Digitize the repaired and restored map / plans in .jpg or .pdf format and handover the soft copy to the KMC Authority.

Stage V

Printing of the digitized repaired and restored maps / plans as per the requirement of the KMC Authority.

Methodology of work:

Segregation and categorization of maps Based on material composition

Consolidation of stamps, signatures, seals and any other markings found on recto or verso surfaces either locally or overall based on individual requirement of objects and possibilities of handling.

Reversal of pressure sensitive repairing components used in previous interventions for temporary stabilization. Reduction of adhesive residue and surface cleaning of the newly revealed surfaces.

Emergency repairs of fragile areas post reversal of previous intervention.

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Re-analyze need for consolidation. May be local or overall based on ease of handling.

Drying of consolidating resin.

Fiber relaxation enabled by controlled humidification.

Visual re-alignment of areas with losses, tears, creases and other structural problems.

Structural re-integration by additional support adhered onto paper support using suitable technique coined during initial inspection of each object.

Drying and flattening of individual objects to enable future storage and handling.

Record keeping and compilation of deliverables.

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SECTION – C

ELIGIBILITY CRITERIA

1. Single bidder or Prime bidder with consortium partner (only 1) can bid. In case of consortium bidding Consortium Agreement (Section – Q) to be submitted.
2. The bidder or prime 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.
3. The bidder or prime bidder should have their presence in Kolkata with own office. Valid proof should be submitted along with the bid. Undertaking may be given that office will be opened in Kolkata within 15 days if awarded the project.
4. The bidder or prime bidder and consortium partner should have valid GST Registration Number & PAN. Copies of the documents are required to submit.
5. The bidder or prime bidder should be in the business of IT software services for last three years as on date of submission of bid. Valid document should be submitted along with the bid.
6. The bidder or the prime bidder or the consortium partner (in case of a consortium bidding) shall have completed minimum 3 (three) nos. restoration projects in Government or reputed organization.
7. The bidder or the prime bidder should have done minimum 1.00 Lacs documents of digitization in any Government sectors in last three financial years (FY –, 2020-21, 2021-22 & 2022-23). Documentary proof to be submitted.
8. The bidder or prime bidder should have an annual average turnover of not less than Rs.2.00 crore per year in the last three financial years (FY –2020-21, 2021-22 & 2022-23). Bidder shall have to submit Audited Accounts / Auditor Certificate in support of their claim.
9. Bidder or prime bidder should have positive net worth. Bidder shall have to submit Auditor Certificate in support of their claim.
10. The bidder or the prime bidder or Consortium partner should have at least 2(two) nos. resources having Master's Degree in Conservation from a National / Government Institution. Details of qualified resources to be submitted.
11. The bidder or prime bidder shall have Quality Certificate (ISO 9001:2015). Copy of valid Certificate to be submitted.
12. The bidder or prime 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.
13. The bidder or prime bidder and consortium partner shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder's or prime bidder's and consortium partner's letter head to be submitted.
14. Bidder or prime bidder shall submit NIT Declaration (Section - O) duly signed by the authorized signatory of the company as per format. Deviation in format may not be accepted.

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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)	05.10.2023
2	Documents download/sale start date (Online)	05.10.2023
3	Last Date and time of sending the queries (Offline)	10.10.2023 at 15.00 hrs.
4	Pre-Bid Meeting (Online)	11.10.2023 at 12.00 hrs.
5	Corrigendum, if any will be published (Online)	-
6	Bid Submission start date & time (Online)	18.10.2023 at 14.00 hrs.
7	Last Date & time of submission of Earnest Money Deposit & submission of remittance details	Before Uploading of Tender
8	Last Date & time of submission of Tender Fee & submission of remittance details	Before Uploading of Tender
9	Bid Submission closing date & time (Online)	30.10.2023 at 12.00 hrs.
10	Bid opening date & time for Technical Proposals (Online)	01.11.2023 at 12.00 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

INSTRUCTION TO BIDDER

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 Letter of Award.

“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.

“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” 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 noncompetitive levels and to deprive the Kolkata Municipal Corporation and eventually Government of West Bengal of the benefits of free and open competition.

“GoWB” means Government of West Bengal.

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

“Similar Nature of Work” means ‘Restoration of old maps or documents, Digitization of old maps or old documents’.

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

“Interest rate” means “364 days Government of India (GoI) Treasury Bills” rate.

“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.

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“**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.

“**KMC**” means Kolkata Municipal Corporation.

“**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 11.10.2023 at 12.00 hrs. (On-Line Meeting). Bidder can send their queries as per format (Section - M) to Manager (Purchase) (purchase@wtl.co.in). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. Interest bidders are requested to send mail to (purchase@wtl.co.in) for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.

3. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid and WTL will not 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 serialim 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 the bidding process available in the tender.

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 Bill of Material 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, conforming to the model, make and Part number (wherever provided). While submitting the bid the bidder has to detail out all components needed to complete the system BOM. The bidder is required quote for each item retaining all major components/sub system detailed and specified. As the contractor will be responsible for smooth functioning of the system, availability of spares during the tenure of the warranty period have to be take care by the contractor to maintain the guaranteed uptime.

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9. EARNEST MONEY DEPOSIT (EMD) / TENDER FEE

The bidder shall furnish Online Receipt against payment of Tender Fees and Earnest Money Deposit.

10. REFUND OF EMD

EMD will be refunded to the unsuccessful bidders without interest by following guidelines of circular 3975-F(Y) dated 28/07/2016 on final selection of Successful Bidders. EMD of Successful Bidder shall also be returned, however Bank guarantee of the appropriate amount as performance guarantee shall be taken. Please see clause on Performance Bank Guarantee.

11. 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.

12. 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.

13. 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 not 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.

14. CONTRACT EXECUTION

On receipt of the Letter of Award/Purchase Order the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 10% of the total contract value within three weeks from the date of receipt of Letter of Award/Purchase Order. The PBG should be valid for six months more than the completion period. All delivery will have to be completed as per the time schedule from the date of acceptance of contract and the contractor has to ensure all activities leading to the work of the contract to be completed within the stipulated time from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite materials, equipments, and manpower as per scope. The contractor will raise necessary invoice for payment as per payment terms.

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14. 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 Contract or (including fundamental breach, negligence, misrepresentation, or other contractor 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 non-performance 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 Contract or here under.

15. 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 (whichever is lesser) and for materials the amount paid by WTL for the materials. These will be Contractor's entire obligation regarding any claim of infringement.

16. 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.

17. TERMS OF PAYMENT

Payment terms will be on back-to-back basis, i.e., payment will be made only on receipt of payment from relevant customer, i.e., the Kolkata Municipal Corporation. The billing will be done monthly on executed and approved work

18. GOVERNING LAWS

This contract should 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 selected vendor shall keep himself fully informed of all current national, state and municipal

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law and ordinances. The selected vendor shall at their own expense, obtain all necessary permits and license and pay all fees and taxes required by law. These will be selected vendor's entire obligation regarding any claim of infringement. The selected vendor 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 selected vendor 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.

19. CORRUPT OR FRAUDULENT

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.

20. BIDDING 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.

21. 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.

22. 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.

23. SAFETY MEASURES

The Contractor 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.

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24. 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 equipment during the course of the execution of the work.

25. SUB-CONTRACT

The purchaser (WTL) does not recognize the existence of Sub-Contractors. The Contractor's responsibility is not transferable.

26. TIME SCHEDULE

The Project shall commence on the award of the contract to the selected bidder through a selection process. Receiving of final work order and acceptance shall be considered as Start of the Project.

The project is expected to span over 100 working days, with periodic updates provided to the concerned officers to track progress and address any challenges that may arise.

27. 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, commissioning 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.

28. LOCATION

As mentioned in Section – A

28. 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.

29. 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.

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- 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.

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 upto 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.

30. INSURANCE COVERAGE

Appropriate insurance to cover all solution components for the transit period and until the time of its acceptance at the respective site is to be taken by the contractor. As the contractor will carry the risk for the material in his books during transit, the contractor should arrange insurance for the total system as period from the dispatch till Acceptance Test is successfully achieved. Further the contractor is to take all required insurance coverage in respect of all its personnel who shall be working on this engagement.

31. 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, from the date of final acceptance of job and pertaining to proper execution of the job, the bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized bank valid for 180 days beyond the final completion period. PBG to be submitted within 7 days from the date of issuance of order. On receipt of PBG, the EMD will be returned to the successful bidder without any interest.

32. CONTRACTOR'S RESPONSIBILITIES

Refer Section – B.

33. 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.

34. GRAFTS, COMMISSIONS, GIFTS, ETC.

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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.

35. 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.

36. 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 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.

37. 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 License, 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.

38. 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.

39. 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.

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40. LATE BID

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

41. 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.

42. 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 following the procedure mentioned hereinabove.

43. WTL'S RIGHT TO REJECT ANY OR ALL BIDS

WTL reserves the right to reject any bid 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.

44. BID CURRENCIES

Prices shall be quoted in Indian Rupees, inclusive of all prevailing taxes, levies, duties, cess etc.

45. PRICE

- Price should be quoted in the Financial Bid format only. No deviation is acceptable.
- Price quoted should be firm, inclusive of packing and delivery.
- 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.

46. 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.

47. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

48. 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.

49. 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 bidders for any additional item(s) of work not mentioned herein, if so required.

50. INTERPRETATION OF DOCUMENTS

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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.

51. SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK

WTL reserve 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.

52. PREPARATION OF TENDER

Tender shall be submitted in accordance with the following instructions:

- a) 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.
- b) 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.
- c) Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral, telegraphic or telephonic proposals for modifications will be acceptable.
- d) Tenders shall be uploaded as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders.
- e) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- f) Each and every page of the tender document must be signed with company seal by the bidder.
- g) 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.

53. PRE-DISPATCH INSTRUCTION

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

54. FINAL INSPECTION

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

55. 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 product being offered 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.

56. 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.

57. CLARIFICATION OF BIDS

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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.

58. DEEMED ACCEPTANCE

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

59. QUALITY CONTROL

- The contractor is obliged to work closely with WTL and/or the Kolkata Municipal Corporation, 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 and the Kolkata Municipal Corporation 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 the Kolkata Municipal Corporation responsible.
- The contractor will treat as confidential all data and information about the system, 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/ the Kolkata Municipal Corporation.
- 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.

60. GENERAL TERMS

- a) 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.
- b) 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.
- c) No Technical/Commercial clarification will be entertained after opening of the tender.
- d) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscription 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.
- e) Quantity 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 specified in the tender.
- f) 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.
- g) 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.

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- h) Supporting technical brochures/catalogues indicating each feature in respect of offered model and make must be submitted along with the offer, in absence of which the offer is liable to be ignored.
- i) 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.
- j) 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.
- k) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- l) 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.
- m) The customer/WTL at its discretion may extend the deadline for the submission of Bids.
- n) 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.

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SECTION – F

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 in original)

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

Sub: Repair and Restoration of the old fragile maps and digitize them after restoration and printing.

Dear Sir,

1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/KMC/DIG/23-24/033 dated 05.10.2023, do hereby propose to execute the job as per specification as set forth in your Bid documents.
2. The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.
3. We confirm that our bid prices include all other taxes and duties and levies applicable 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 & Tender Fee: We have transferred the Tender Fee & EMD amount online through e-Tender portal.
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 without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Thanking you, we remain,

WEBEL TECHNOLOGY LIMITED

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

Signature & Authorized Verified by

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

Dated, thisday of2023

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SECTION - G

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.
- Bidders after qualifying in Eligibility Criteria (Section - C) will only be considers for Financial Bid Evaluation.

2. FINAL EVALUATION

Financial Proposal of the bidders qualifying in the evaluation of Eligibility Criteria will be evaluated. The bidder who has qualified in the Eligibility Criteria and bid with lowest quote (L1) in financial bid would normally be awarded the contract subject to Post Qualification. The L1 bidder would be decided upon total unit rate.

3. AWARDING OF CONTRACT

An affirmative Post Qualification determination will be prerequisite for award of the contract to the lowest quoted 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. The successful bidder (s) will have to give security deposit in the form of Performance Bank Guarantee.

4. 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, Directorate of es may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the detailed Scope of Work.

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SECTION – H

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 (scanned & join in pdf format then upload)

1. N I T Declaration duly stamped & signed in letter head, Section – P
2. Consortium Agreement (Section – Q)

Technical Document2 (scanned & join in pdf format then upload)

1. Bid Form as per format (Section – F)

Technical Compliance (scanned & joins in pdf format then upload)

1. ISO certificate

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.

WEBEL TECHNOLOGY LIMITED

NON-STATUTARY 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
A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none"> • GST Registration Certificate • PAN • Trade License • Document as per Section – C
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul style="list-style-type: none"> • Document as per Section – C
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> • Company Profile (Not more than 3 pages) • Document as per Section – C
C	CREDENTIAL	CREDENTIAL 1	Order copies as per Section – C
		CREDENTIAL 2	<ul style="list-style-type: none"> • Other documents, if any
D	DECLARATION	DECLARATION 1	List of Clients as per format (Section – N)
		DECLARATION 2	Financial Capability of Bidder as per format (Section – K)
		DECLARATION 3	Bidder's Details as per format (Section – L)
		DECLARATION 4	Details of Order Executed as per format (Section – J)
		DECLARATION 5	<ul style="list-style-type: none"> • Document as per Section – C • Other Documents
F	FINANCIAL INFO	P/L & BALANCE SHEET 2020-2021	P/L & BALANCE SHEET 2020-2021
		P/L & BALANCE SHEET 2021-2022	P/L & BALANCE SHEET 2021-2022
		P/L & BALANCE SHEET 2022-2023	P/L & BALANCE SHEET 2022-2023

WEBEL TECHNOLOGY LIMITED

SECTION – I

BILL OF WORK TO BE DONE

Sl. No.	Item Description	Unit	Qty
1	Repair & Restoration (As per SOW)	Sq. Inch	1
2	Digitization of Restored Maps	No.	1
4	Printing of Restored Digitized Maps / Plans /Drawings	No.	1

WEBEL TECHNOLOGY LIMITED

SECTION – J

DETAILS OF ORDERS EXECUTED BY BIDDER

(Tender No. WTL/KMC/DIG/23-24/033)

Sl. No.	Order No.	Order Date	Order Value	Brief description of items and job details	Completed (Yes/NO)	Name of the Customer	Contact details of the Customer

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 (Delivery & Installation of Network Security Device).
- 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.

WEBEL TECHNOLOGY LIMITED

SECTION – K

FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/KMC/DIG/23-24/033)

FINANCIAL INFORMATION

Sl. No.	Name of the Bidder	Turnover (Rs. / Crores)		
		2020-21	2021-22	2022-23
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 – I

BIDDERS'S DETAILS

(Tender No. WTL/KMC/DIG/23-24/033)

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	
	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	
6	Former name of the company, if any	
7	<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. 	
8	Is the firm registered with Sales Tax department? If yes, submit valid GST Registration certificate.	
9	Is the firm registered for Service Tax with Central Excise Department (Service Tax Cell)? If yes, submit valid Service Tax registration certificate.	
10	Total number of employees. Attach the organizational chart showing the structure of the organization.	
11	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
12	How many years has your organization been in business under your present name? What were your fields when you established your organization	
13	<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) 	

WEBEL TECHNOLOGY LIMITED

	<ul style="list-style-type: none">▪ Software Development▪ Total Solution provider (Design, Supply, Integration, O&M)▪ IT Company	
14	Number of Offices in district headquarter in West Bengal	
15	Is your organization having ISO 9001:2015 certificates?	
16	List the major clients with whom your organization has been / is currently associated.	
17	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)	
18	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

FORMAT FOR PRE-BID MEETING QUERY

(Tender No. WTL/KMC/DIG/23-24/033)

Name of the Bidder:

Queries

Sl. No.	Section No.	Clause No.	Page No.	Queries

Note: The filled form to be submitted in XLS & PDF Format. There is a cut off 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.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – N

LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/KMC/DIG/23-24/033)

Sl. No.	Name of the Client	Address	Contact Person	Designation	Contact Numbers

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

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 Plot - 5, Block BP, 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 filed 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: Repair and Restoration of the old fragile maps and digitize them after restoration and printing.

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/KMC/DIG/23-24/033 dated 05.10.2023 for Repair and Restoration of the old fragile maps and digitize them after restoration and printing 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, this.....day of.....2023

WEBEL TECHNOLOGY LIMITED

SECTION - Q

CONSORTIUM AGREEMENT

(To be given on Rs.100 stamp paper)

This Consortium Agreement ("Agreement") is executed on this 27th day of 2023, by and between ("Lead Member"), having its Registered Office at (hereinafter called the "Lead Member", which expression shall include its successors, executors and permitted assigns) of the First Part;

And

(Name of the Consortium Partner), having its Office Registered at (Office Address) (hereinafter called the "Consortium Partner", which expression shall include its successors, executors and permitted assigns) of the Second Part.

(Each Member individually shall be referred to as the "Member" or "Party" and both the Members shall be collectively referred to as the "Members" or "Parties" in this Agreement).

WHEREAS, Webel Technology Limited (WTL) has issued Tender No WTL/XXX/XX/23-24 Dated XX.XX.2023 (hereinafter "The Tender") for Request for Proposal (RFP) Document For Creation of an online web-based platform for recruitment of Data Entry Operators and maintenance of monthly payroll of those Data Entry Operators after their engagement and invited bids for this purpose.

AND WHEREAS, the Tender stipulates that the Lead Member may enter into a Consortium Agreement with another Company I Corporate entity to fulfil the Technical Eligibility Criteria stipulated in Tender

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER

In consideration of the above premises and agreements all the Members in this Consortium agreement do hereby mutually agree as follows: ·

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that (Name of the Lead Bidder) shall act as the Lead Member for the Consortium.

2. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations. Each Member further

WEBEL TECHNOLOGY LIMITED

undertakes to be individually liable for the performance of its part of the obligations envisaged in this Agreement.

3. Subject to the terms of this Agreement, the Consortium Partner shall be responsible for providing technical knowledge required for the Tender to the Lead Member. Furthermore, Lead member and Consortium Partner shall enter into a separate definitive agreement (hereinafter referred to as "Definitive Agreement") with each other defining respective rights, duties, obligations, liabilities, etc. of both the parties for the performance of the obligations as per the Tender.

4. This Agreement shall be construed in accordance with the Laws of India and courts at Kolkata alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

5. It is hereby further agreed that in case of being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of the Tender.

6. It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the bid submitted to Webel Technology Limited and shall remain in full force and effect until the date of occurrence of any of the following events or conditions. whichever shall first occur: -

- a) Termination of the Tender;
- b) Rejection of Bid submitted by the Parties in consortium with each other;
- c) Contract/Bid is awarded to a third party;
- d) The Lead Member decides not to submit the Bid.

6. 1 Consequences of Termination/ expiry

(a) Each Party shall handover all information, documents, materials, Confidential Information of the other Party as may be provided by such other Party in accordance with the terms of this Consortium Agreement within 15 (fifteen) days of termination of this Consortium Agreement.

(b) The Consortium Partner shall maintain all data, all necessary and required records, registers and accounts in respect of the services provided and shall furnish the same to Lead Partner on request.

7. In case the Consortium is declared as successful bidder and Contract is awarded to the Consortium, then Lead Member and Consortium Partner shall enter into Definitive Agreement defining respective rights, duties, obligations, liabilities etc. of both the parties for the performance of the obligations as per Tender. Further, the Consortium Members shall continue to be members of the Consortium and continue to fulfil their respective obligations/scope of work under this Consortium Agreement post award of the Bid/Contract, for the duration specified in the Tender.

WEBEL TECHNOLOGY LIMITED

8. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of WTL.

9. Each Party to this Consortium Agreement shall bear its respective costs, expenses and liabilities as a result of its obligations and efforts under this Agreement. Neither Party shall have any right to any reimbursement, payment or compensation of any kind from each other during the period prior to the award of the contract by WTL nor, any other contract executed in consequence of this Consortium Agreement. However, it is clarified that this clause shall not apply over the Definitive Agreement entered into between both the parties as per this agreement.

10. This Agreement; a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member; b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and c) May not be amended or modified except in writing signed by each of the Members and with prior written consent of (Name of the Lead Bidder).

11. If at any time any dispute, differences or question arises between the Parties concerning the meaning, construction, interpretation, effect and scope of this Consortium Agreement regarding the respective rights and liabilities of the Parties under this Consortium Agreement, then such disputes, differences or question shall be amicably resolved through mutual discussions and negotiations ; if the Parties fail to resolve such dispute within 30 days of commencement of amicable settlement process such dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). The Arbitration procedure shall be conducted in English language at Kolkata. The arbitration award passed by the sole arbitrator (mutually appointed by the parties) shall be final and binding on the Parties.

12 Legal Relationship

12.1 Relationship between the Parties is on principal to principal basis. This Consortium Agreement does not in any respect make Consortium Partner an agent or a partner of the Lead Member nor does it establish any joint venture between the Parties or authorize the Consortium Partner to transact any business in the name of the Lead Member or to incur any obligation or liability for or on behalf of the Lead Member except as otherwise specifically set forth herein or as may be agreed upon specifically in writing.

12.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other Party.

WEBEL TECHNOLOGY LIMITED

13. Indemnity

Each Party (the Indemnifying Party") shall indemnify, defend and hold harmless the other Party (the Indemnified Party") from any and all direct costs, losses, liabilities or expenses (including reasonable attorneys' fees) incurred by the Indemnified Party to the extent arising from the breach by the Indemnifying Party of any of its obligations under this Consortium Agreement.

Each Party acknowledges that monetary damages would not be .a sufficient remedy for any breach of this Consortium Agreement by such Party and that the other Party would suffer irreparable harm as a result of any such breach. Accordingly, each Party will be entitled to equitable remedies, including but not limited to injunctive relief and specific performance for any breach or threatened breach of this Consortium Agreement by the other Party, in addition to any other rights or remedies available to such Party.

14. Limitation of Liability

No Party shall be liable towards the other Party for consequential, indirect, incidental, or special (including multiple or punitive) damages of any kind, including, but not limited to, lost orders, sales or profits.

15. Assignment

Neither party shall have the right to assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Consortium Agreement without obtaining prior written consent from the other party.

16. Severable Terms

The provisions of this Consortium Agreement are severable. If any provision is determined by a court of competent jurisdiction to be in valid, void or unenforceable under the existing law, that provision shall be modified to the extent necessary to make it enforceable. The remaining provisions of this

Consortium Agreement or validity of this Consortium Agreement shall not be affected or impaired thereby.

17. Waiver and Amendment

No provision of this Consortium Agreement shall be modified or waived, except by a writing signed by an authorized person from each party in presence of two witnesses .Any failure or delay in asserting any provision or breach does not waive that or any other provision or breach. A waiver does not act as a waiver of any provision or breach on any other occasion.

WEBEL TECHNOLOGY LIMITED

Entire Agreement

This Consortium Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all other oral or written representations, arrangements and understanding.

Counterparts

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For (Name of the Prime Bidder)

Witnesses:

1.

2.

For (Name of the Consortium Partner)

1.

2.

This Agreement shall be executed in two counterparts that together shall constitute one and the same instrument. Each Party shall retain one counterpart.