NOTICE INVITING e-TENDER

Online Tender documents are invited for Digitization of Archival Records lying in the custody of Directorate of State Archives, Under the Department of Higher Education, GoWB.

Bids are invited from reputed System Integrators having sufficient experience and credentials for successful completion of "**Similar Nature**" of work in a Government Department/PSU/Autonomous Body. WTL has been chosen as the execution authority for the same. Bidder must have adequate Service Engineer for providing onsite warranty service within the stipulated time.

1.	Tender No. & Date	WTL/DSA/DIG/23-24/059 dated 19.01.2024
2.	Tender Version No.	1.0
3.	Brief description of material	Digitization of Archival Records lying in the custody of Directorate of State Archives, Under the Department of Higher Education, GoWB.
4.	Tender Fee	Rs. 6000.00 (Rupees Six thousand only). The amount to be transferred online through e-tender portal.
5.	Earnest Money Deposit	Rs. 300000.00 (Rupees Three Lakh only). The amount to be transferred online through e-tender portal.
6.	Date of Downloading/Sale of Tender document	19.01.2024
7.	Pre-Bid Meeting date & time	 30.01.2024 at 12.00 Hrs. (On-Line Meeting) Pre-Bid meeting will be organizing online platform only. Only queries as per format (Section - N) reaching WTL by 29.01.2024 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 prebid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform. Only queries as per format (Section - N) reaching WTL by 29.01.2024 at 15.00 Hrs. will be taken for decision. Queries will be sent to Purchase Deptt. (purchase@wtl.co.in)
8.	Bid Submission Start date & time	03.02.2024 at 11.00 hrs.
9.	Last date & time of EMD & Tender Fee submission intimation.	Before Uploading of Tender
10.	Last date & time of Bid Submission	09.02.2024 at 12.00 hrs.
11.	Date & time of Technical Bid Opening	12.02.2024 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,
13.	Contact person	Kolkata – 700091. 033-23673403-06
10.	Comact person	000-20010400-00

- Intending bidder may download the tender documents from the website <u>https://wbtenders.gov.in</u> directly
 with the help of Digital Signature Certificate. Necessary Tender fee may be remitted online through etender portal in favour of "Webel Technology Limited" and also to be documented through e-filling.
 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-filling.
- 2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <u>https://wbtenders.gov.in</u>.
- 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 <u>https://wbtenders.gov.in</u>.

CONTENTS OF THE TENDER DOCUMENT

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- SECTION D INSTRUCTIONS TO BIDDER
- SECTION E BID FORM
- SECTION F TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT
- SECTION G GUIDANCE FOR E-TENDERING
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- SECTION I CHECKLIST
- SECTION J DETAILS OF ORDERS EXECUTED BY BIDDER
- SECTION K FINANCIAL CAPABILITY OF BIDDER
- SECTION L BIDDER'S DETAILS
- SECTION M PRE-BID MEETING QUERY
- SECTION N OFFICE ADDRESS & MANPOWER DETAILS OF BIDDER
- SECTION O LIST OF CLIENTS OF SIMILAR ORDERS
- SECTION P PROFORMA FOR PERFORMANCE BANK GUARANTEE
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<u>SECTION – A</u>

SCOPE OF WORK & RESPONSIBILITY

Project Background and Scope of Work

The Directorate of State Archives, Govt. of West Bengal wants to **digitize the 5000000 (Fifty lakh images)** Archival images will be split in phases lying in the custody of two different offices of the Directorate. Only after completion of prior phase the next phase data shall be supplied to vendors selected through tendering process. As per project scope of work, the bidder has to undertake Digitization using High End Book Scanners & page by page Image Editing of Archival Documents in the Offices of Directorate of State Archives, Govt of West Bengal.

The State Archives has huge repository of valuable old & fragile paper documents. The targeted total quantity of documents to be taken up in this **phase is 50 lakhs pages / images**. In subsequent years the activity is expected to be continued. Rate discovered in this tender should be valid for next 3 financial years.

Such legacy records have historical / legal values. It is therefore required to protect these documents from decaying due to aging or even loss. Documents are confidential in nature and are accessed only by authorised users / research scholars / officials. Pagination, Scanning, Digitization and Indexing of all these paper-based documents will besides increasing shelf-life for many years, help for easy retrieval of records, security, research and versatile report generation.

The scope pertaining to the project can be found below: Following parameters are to be considered by the bidder:

- (1). Careful handling.
- (2). Pagination of the loose, arranged records

(3). Scanning with face up technology scanner (A4 to A1 size, 300-600 dpi, Color Mode, Laser assisted book fold correction, Auto artifact removal- thumb, finger etc., Auto crop and De-skew, pixel dimension of 9.3 x 9.3 um and non-shutter-based CCD line sensor)

(4). Digital Editing.

(5). Quality Control: three layers QC

a) **First Layer-** Third party (prospective bidders through this tendering process)

b) Second Layer- WTL (prospective bidders through another tendering process)

c) Third Layer- Directorate of State Archives, government of West Bengal

(6). Rectification of faulty images detected through the QC process.

(7). The scanned images will be submitted in external hard disk (PDF and JPEG). The hard disk shall be provided by the prospective bidder. (Handover certificate will be signed by the end customer, Directorate of State Archive & authorized representatives of WTL jointly). Tentative "Handing Over of scanned and edited data in External HDD" is attached herewith as ANNEXURE-1 for your ready reference. The certificate will be submitted at the time of billing.

(8). index of the digitized record is required.

(9). Directorate of State Archives will be providing with space and electricity only. Equipment and other necessary accessories with furniture should be brought to the working venue by the prospective bidders under their own protection.

Proposed Digitization Process: The process involves:

1. Location of Documents and site of scanning job.

Scanning has to be carried out at customer's locations mentioned below.

- i) The Directorate of State Archives, 6, Bhawani Dutta Lane, Kolkata-700073 and
- ii) The Directorate of State Archives, 43, Shakespeare Sarani, Kolkata-700017.

2. File Identification:

• Documents will be in form of volumes/books/files. Majority of the documents has only text (hand written text also), but a few may have graphics or photographs.

• The project includes digitization of very old documents, from year 1770 onwards. Most of them are very brittle. Successful Bidder shall have to take utmost care while handling the original documents.

• Majority of files are bound. Bidder(s) have to open the binding with prior permission from the customer, scan and re-arrange in the same order of paging. Customer will provide the hard bound files and tags for refilling. However, rebinding will be done by Directorate of State Archives.

• Documents will be of the following paper sizes: A1 to A4, Legal and less than A4 also. There are very few documents / charts / maps of size A1 or A2 also.

Note: Documents of sizes A1 or A2 are very few compared with other documents. In the Price Bid format only One rate for all sizes upto A3 has been asked for. For Documents of A1 or A2, the work will be considered as equivalent multiple numbers of A3 size. Larger images (A) / A1) may be scanned section wise, but must be stitched / edited digitally along with the individual sections at the time of submission.

3. Collection of physical documents from the individual departments:

i. The Department would present their documents to the successful bidders. The successful bidders would have to make note of the document details in their log register while collecting these documents. **Pagination** will have to be done by the successful bidder for both bound and unbound documents on each page by pencil.

Following details are to be entered into the log register.

- No. of documents collected,
- No. of pages collected
- Date of collection,
- Expected date of return,
- Actual date of return,
- Collected from,
- Collected by and Signature,
- Returned to and Signature,
- Returned by
- Remarks

ii. Documents that are very old and are not in good physical condition would have to be repaired and prepared with permission from State Archives before they can be scanned.

iii. The successful bidder is required to take necessary precautions while handling the documents.

iv. The documents are to be maintained in an orderly manner without disturbing the chronology of the documents and without mixing pages between different documents. After digitization of the documents by the successful bidders, it would be the responsibility of the successful bidders to maintain and return the hard copy documents in their original form properly arranged to the department concerned. Please Note that any damage to the documents collected shall make the successful bidders directly responsible for the same and will attract penalty. Printed index of log file must be submitted at time of final data submission.

4. Pre-scanning preparation:

Pre-processing of document would be the activities that are to be performed on the documents collected before they can be scanned. It shall include (but is not restricted to)

- Removal of pins, threads, rubber bands etc
- Sorting of pages in the document in the correct order
- Cleaning, Dusting and pagination of Documents
- Smoothing edges, orienting direction

• Page number needs to be captured by bidder in assistance of State Archives officials at the bottom of the page for noting and corresponding side papers. Numbering has to be done for all pages. State Archives

official should ensure and cross check the numbers captured to verify the numbers captured are in sequence for all pages

• Special preparation of documents that may not be in a good physical condition and may not be directly scannable will be done by Bidder(s), however stapling, taping, pasting and pin are not allowed. • Under NO circumstances shall the documents be changed, mutilated, destroyed or replaced by some other documents.

• Bidder should ensure that number of pages in each document is accurately captured and is then cross checked with the number of pages scanned. Bidder should maintain order of documents without disturbing the chronology of the documents and without mixing pages between different documents. In case of unavailability of required documents or pages missing or documents missing, it should be highlighted to the State Archives representative.

5. Scanning/ image capture:

• These documents that have been pre-processed would have to be scanned. The page size of most of the documents will be Less than A4/Legal Size/A4/A3. Further, the documents could be in the form of individual pages or books or files or bound volumes.

• Scanners to be used in this project should be of **Face up Technology ONLY**. Quality of the scanned images should be comparable to that produced by the professional grade machines like High End Book Scanners.

ADF, Flatbed, low end Overhead Scanners, drum scanner and Digital Camera will not be allowed for scanning work.

• The Bidder is expected to use only high-end book scanners to conduct the scanning exercise. The book scanners employed should support scanning of A2, A3, A4 and legal-size pages.

• Documents will be scanned in colour mode only. The scanned documents shall be converted into JPEG files for image editing.

• Resolution: Minimum 300 DPI. In case the documents are not legible, it will be the bidder's responsibility to scan the documents at high resolution i.e. 600 dpi or higher. No extra payment shall be made for the same.

• The successful bidders will ensure that all documents are digitized.

• The file numbering will be checked by the scanning agency and if there is any discrepancy in numbering, it should be sorted out with the departmental in charge before proceeding

• No page/document shall be digitized more than once.

• There should be no wave, un-even lighting, distortion and colour shifts on the scanned image.

• While scanning torn pages, pages beneath the current page should not visible.

• The Book Scanners should support 24-bit Colour Scanning

• The Book Scanner to be used in the project, should be capable of scanning A2 - A4 size old pages in 300-600 dpi optical resolution. Also the scanner should be well equipped with LED lights, capable of scanning images in TIFF, JPEG and PDF-A formats and having software options like batch scan wizard, adjusting colour depth, direct export to preferred graphics application, modifying images, automatic crop, document management with automatic naming, conversion of raster images etc. Book Scanners should have V-Cradle.

6. Image Editing and Enhancement:

The successful bidder(s) shall perform the following Image Enhancement Activities

• The successful bidder must carry out cropping and cleaning of images like removing black noises around the text, De-speckle Background noise, de-speckle (removing small dots between the text) and provide equal margins all around the text.

• Successful bidder should ensure that quality of scanned imaged are enhanced up to the optimum level and required image enhancement activities like De-skew (to make the images straight, only a very small angle rotation allowed with permission from State Archives), contrast ratio setting etc. have to be done on the documents. Also, image editing activity done on each image by applying filters and tools on old and poor-quality images, noise removal, canvassing of each image is done by bidder using industry standard image editing software as per customer satisfaction.

• Image Editing of the scanned images for skewing, de-skewing, de-speckling, cropping, removing black

noise around the text cleansing of images, canvassing etc. shall be carried out by trained skilled operator other than the one scanning the document. Scanned image should be replica of the original document. Bidder should ensure latest licensed software for Quality Check is installed.

• Individual page /page by page Image Editing and Enhancement will constitute substantial part of the project.

• Image editing workflow (Each step of the image editing process will be subject to approval by State Archives):

Rotation (each image if required) -> Cropping (each image) ->Image enhancement (each image)->Canvasing (each image)->Making Single jpeg file for each image->Making combined pdf file for a book/file/volume/document.

• Cropping of individual image must be done in original 300 DPI resolution.

• Canvasing must be done for preservation of original image in 300 DPI jpeg format as follows: for small books image size 8" x 12" including $\frac{1}{4}$ inch white border on all sides; for standard size books in 10"x 15" including $\frac{1}{4}$ inch white border on all sides; for A1 or A2 digital image size: 18" x 24" x 300 DPI; for Map of A1 or A2, only in TIFF format, 18" x 24" x 300 DPI (above dimension " is in inches)

• Illegible images should be made legible with help of various photo enhancing techniques verified and approved by the department. Image size i.e. height and width should be fixed which may vary from document to document. Image should be in centre of the canvas i.e. canvas should be equal in both the sides of the image. Canvas colour is white strictly, any other colour as canvas is not allowed. Image orientation should be maintained. No manipulation / tampering of image is allowed.

• Bidders should clearly understand that page by page image editing and final presentation in the prescribed format is a major part of the project and acceptance / approval process of State Archives also involves checking against each page with respect to the originals and stringent quality checking is followed. G. Quality Control:

• A number of quality checks will have to be put in place in order to ensure the quality and validity of the scanned data. At the first level, the bidder(s) will have to conduct quality control of the following: - Image quality check - Validation of the image against the original data - Metadata entry of documents • Ideally, quality control will be performed at periodic intervals while the documents are being scanned. To test for quality, take a random sample of the documents and check to see if they are satisfactory. Sampling procedures will be discussed below. Then, review each image in the quality sample either on screen or on a printed version. If the images are mostly going to be viewed by the users on screen, then check the quality on screen. If the images are mostly going to be printed before they are used, then check the quality using a printout.

• Digitized data will be submitted on weekly basis for 2nd level of QC check.

• Quality check after scanning and image editing work is of utmost importance. Bidder should ensure quality of work. Bidder should check scanned records for DPI, image Quality, Format, Noise removal etc.

• Bidder should ensure that the digitized document is the exact replica of the original paper document maintained as part of the records in the books.

• Bidder should ensure the following Quality check in the images:

a) Scanned images must be in colour mode and maintain prescribed resolution.

b) Skew correction to make the documents straight

c) Remove black noises around the text

d) De-speckle (remove small dots between the text)

e) Provide equal margins around the text

f) Brightness and contrast adjustment

g) The Image should not be too dark / too light.

h) The Image should not have been captured under improper lighting.

i) The Image should not have been cropped from any side.

j) The orientation of the image should be proper.

k) The colour is consistent in all the images and not patchy.

l) The image should not be skewed.

m) The image should not be blurred.

n) The image should not have excessive noise.

o) There should not be any data loss due to folds.

p) There should not be any data loss due to tight binding and bulge at the center.

q) There should not be extra darkness at the edges.

In case the output of the scanned document is not satisfactory, the operator would re-scan the document at a higher resolution. No extra payment shall be made for the same.

• Validation of the image against the original data

- o Check for missing documents if any
- o Check whether the images are as per the document sequence
- o Check the visual quality of the image vis-à-vis the original document
- o The above checking are to be carried out by Image editing operators

o At a second level, a supervisory level staff of the Bidder(s) either individually or jointly with a designated Department official will conduct a verification of the scanned images with the original documents on a sample basis. If the error at this stage is greater than a threshold level of 2% (to be finalized later on), the whole batch will have to individually checked. The errors generated and the corresponding resolution will have to be noted in an error log which has to be maintained and will be the responsibility of the respective supervisor. The required periodicity, sampling ratio and the threshold level for errors will be specified by the Department in discussion with the selected partner before the start of the project.

7. Indexing / Metadata Entry of Legacy Records, Files and Documents

Indexing / Metadata to be carried out after completion of Quality check of the file. Pre-defined excel sheet with hyperlinks will be provided to Bidders to capture certain important documents page number in the scanned file so that the user can directly access particular documents which are in the scanned file. Page number to be captured from the scanned file maintained during page numbering on the Index sheet against the document name.

Metadata entry comprises of capturing of data of requisite fields by viewing the files used for scanning. Metadata entry includes the following process

• Fields for Metadata Entry will be provided by the customer.

• Bidder(s) shall carry out data entry in English in the pre-defined excel provided for Metadata Entry.

• Metadata entry facility should be fully equipped with the required computers with basic software, storage devices, etc for un-interrupted execution of the project by the Bidder(s).

• Bidder(s) should ensure Metadata Entry field is captured based on the data searched from the scanned file.

• All fields in the Metadata Entry sheet are to be captured.

• Bidder(s) should ensure that Metadata Entry should be carried out from the scanned images captured. In case of erroneous data captured State Archives will reject the Metadata Entry and Bidder(s) will have to re do the Metadata Entry without any extra cost.

8. Handover of Digitized data:

• After the image editing, the digital files will be tagged and stored in the drive. Folder structure has to be followed while storing the digitized data in the storage device.

• Nomenclature of the digitized file should be in accordance with the customer standard

• Serial of image should be maintained and should be in sync with the original book.

• Nomenclature of file and folder structure should be department approved.

• The edited colour images (JPEG) and combined (compressed) PDF files will be submitted to the State Archives in External Hard Discs containing JPEG, Combined PDF and excel file & printed Index. External hard disks will be provided by successful bidder. No extra payment shall be made for the same. Compressed pdf files will be uploaded in the Web Server.

• PDF should be in 300 DPI and continuous i.e. one PDF per book or document. In case of large size pdf files, maximum size of a pdf file will be 80 MB; larger files may be split at a natural point, meaning at the end of a record set or chapter, maintain continuation page numbers with clear legibility.

9. Backup:

The successful bidder is required to take backup of incremental data at the end of the day. The backup shall be taken on a hard disk drive and shall be stored in a secured place for data retrieval during emergency.

10. Handover of documents:

After scanning and image editing, the documents would have to be handed over to the department concerned in their original condition properly arranged. Appropriate entries would also have to be made by the successful bidder in their register.

• After scanning, the physical document would have to be pinned together/tagged in the same form as it was given for scanning by the departments.

• Each page of a document shall be serially numbered and shall be counted while giving the documents back.

• Each page shall be serially arranged and shall be counted while giving the documents back. Bidder to maintain and return the documents in their original form to the customer representative. Any damage to the documents collected shall make the Bidder liable to penalty as specified.

11. Reports:

• The successful bidder shall also provide tools for checking the scanning progress. This shall include the daily, weekly, monthly and overall progress (number of images / pages scanned, percentage scanned etc). The tool should also display department-wise and record room wise progress. The tool should be able to provide reports on the status of scanning on a periodic basis.

• The successful bidder will maintain a register that will serve a purpose of evidence for the number of documents and pages entered by the successful bidder on each day. The details of this register would have to be entered into the tool mentioned on a daily basis.

• The format, content, periodicity and other information related to reports shall be discussed and finalized with the successful bidder before the commencement of the project.

12. Infrastructure

• The successful bidder will use its own infrastructure. This shall include, but is not limited to, Hardware components like PCs/laptops, High End Book Scanners, lights, UPS, storage, chairs, tables, almirah, etc. that shall be required for the implementation of the project shall be brought by the successful bidder and he can take these back after the completion of Scanning activities.

• The space for setting up the infrastructure as well as the power connections will be provided by Department authority.

• The successful bidder would deploy its own human resource for all the aforementioned activities. The successful bidder shall deploy adequately skilled manpower resources to complete the job within the specified time.

13. Loss of data

• Bidder should take good care of all Government records and will be responsible for security of the record from time of receipt to time of delivery.

• Penalty for per record will be charged against the loss or damage of record.

14. General Instruction

• Working time will be allowed in two shifts from 8.00 AM to 10.00 PM at both the premises of State Archives.

• The files / documents will not be allowed to be removed from premises allocated to successful bidder. Suitable hardware infrastructure/facilities have to be established onsite at the premises that shall be allocated to do the digitization work.

• Under no circumstances shall the documents be changed, mutilated, destroyed or replaced by some other documents.

• The firm shall at its own cost provide the necessary consumables, including paper, ink and spares required for maintaining and operating its machinery/equipment smooth execution of scanning/digitization of records. The firm shall make its own arrangements for safety/security of the equipment and also keep them incurred against theft, fire and damages.

WTL (Webel technology Limited) tender committee reserves the right to waive specific terms and conditions contained in this tender document. It shall be understood by the Bidders that the proposal is predicated upon acceptance of all terms and conditions contained in this tender, unless the Bidder has obtained such a waiver in writing or through corrigenda uploaded in the website, prior to submission of the proposal. Such waivers, if granted, will be granted to all prospective Bidders.

Besides the Corrigenda / Addenda that may be issued by WTL in response to the queries submitted by the Bidders, at any time prior to the deadline for submission of proposals, WTL reserves the right to add/modify/delete any portion of this tender document by issuance of Corrigenda / Addenda, or even cancel the tender which will be published on the website. All prospective bidders should keep track of any publication of such corrigenda/addenda. Such modification once published in the website will be binding on all prospective Bidders and will

form part of the bid documents (Techno-Commercial as well as Price Bid).

15. Period of Validity of Proposals

The quoted offer and / or rates must be valid for a **minimum period of three years from the date of opening the Techno-Commercial bids**. The tender inviting authority reserves the right for seeking extension of validity of offered rates from the qualified Bidder(s).

16. Project details and methodology

The Bidder is required to submit the proposed technical solution in detail. Following should be captured in the explanation:

a. Understanding of the requirements

b. Clear description of the proposed solution

c. Project Management Methodology (Initial phase of scanning, editing and indexing with Metadata tagging)

d. Risk Management Methodology proposed

e. Extent of compliance to technical requirements specified in the scope of work

f. Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients.

g. Quality Assurance and Control Process details which must include (but not limited to) detailing on Metrics, Reviews, Problem Reporting and Corrective action etc.

h. Timeline week by week.

17. Responsibility Statement:

Sl. No.	Particulars	Responsibility
1.	Face up Scanners / Skilled Manpower / Licensed Scanning software / Licensed Image Editing Software / Licensed Quality Check Software / PCs / Anti-Virus Software /Licensed Operating System etc. Equipment and other necessary accessories with furniture should be brought to the working venue by the successful bidder under their own protection.	Successful bidder
2.	Working space / Electricity / Documents / final Quality approval	Directorate of State Archives, GoWB.

- Bidder(s) should ensure that Scanners / Manpower are deployed to the maximum capacity in the space provided by customer to complete the project as per timelines.
- Bidder(s) should follow the guidelines / instructions of the State Archives officials for day-to-day digitization activity.
- Bidder(s) should ensure scanners, desktop, manpower are made available on priority on request raised by State Archives officials.
- Handover of original files / documents After scanning and indexing, the documents would be handed over to the authority in their original condition without causing any damage

18. Non escalation of Price

The price offers shall remain firm for the period of three years and no escalation of price will be allowed. Successful Bidder(s) agree to undertake the same work at the same rate for three years.

19. Quantity or Place variation

The Vendor may be asked to provide the same services at the same rate at different places and / or at the

same places within this price validity period, which they are bound to accept.

20. Timelines: The project duration is 12 months from the date of contract signing.

21. Project Implementation Schedule.

S1.	Project Mile stone	Timeline
No.		(Calendar days)
1.	Issue of Letter of Intent (LoI) to successful Bidde	Т
2.	Submission of PBG	T + 7 days
3.	Deployment of resources to Start Scanning work	T + 10 days
4.	Scanning & editing of one fourth of awarded quantity	T + 30 days
5.	Scanning & editing of half of awarded quantity	T + 50 days
6.	Scanning & editing of three forth of awarded quantity	T + 70 days
7.	Completion of the awarded quantity	T + 90 days

SPECIAL TERMS AND CONDITION

Invoice and Payment Terms

Invoice:

• Invoice shall be drawn by the successful Bidder(s) every two months or after completion of one category / batch provided End to End activity is completed by the Bidder(s) for each file which includes (Numbering / Scanning / Image Editing / QC / Handing over in HDD).

• Each completed file handed over will be checked by Directorate of State Archives authorized representatives for correctness. Post approval from the State Archives Representatives, Invoice can be raised by the party for the activity carried out in previous month.

• The total bill amount shall include GST at applicable rates.

•Invoice should be accompanied by completion certificate consisting of number of pages scanned and edited for each paper size (A3 / Legal / A4).

• In absence of completion certificate issued by State Archives authorized representatives Invoice will be not be honoured.

Payment:

• The payment will be made after Completion of scanning, image editing, indexing, storage, handing over and verification of all submitted data / documents to the Department, and on back – to -back basis i.e., on receipt of corresponding payment by WTL from the end customer. Payments shall be processed for number of images scanned completely and image editing done that have been verified and approved by the authority.

• The verification of the documents scanned and entered into the system shall be done by the nodal officer (State Archives officer) concerned. Scanning of blank pages, page separators etc. shall not be counted for payment.

Payment = [Number of images (pages) correctly scanned in a department * rate per image (page) as quoted in the commercial bid – applicable penalty for the images scanned in that department]
Deduction of all statutory and necessary taxes from each bill will be made as per Government Rules prevailing at the time of payment.

Note: Invoice is to be raised as per actual pages scanned. However, quantities mentioned in this RFP document are indicative. Total no images may increase / decrease, however the unit rate remains unchanged.

ANNEXURE-1

(WILL BE SUBITTED BY THE L1 BIDDER AT THE TIME OF BILLING)

WEBEL TECHNOLOGY LIMITED

(A Govt. of West Bengal Undertaking)

Block-BP, Plot-V, Sector - V, Saltlake, Kolkata - 700 091

Digitization and Image Editing of State Archives' Documents

Handing Over of scanned and edited data in External HDD

Directorate of State Archives, West Bengal

Customer Name: Customer Order No: Customer Order date: Name of the Project:

Scanning Location:

Document Scanned against Challan no:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Total no. of images handed over:

HDD Serial No.:-

Received, verified and accepted the above data.

Signature (of Customer) with seal WTL

Signature of authorized representative of

SECTION - B

ELIGIBILITY CRITERIA

- 1. The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary evidence to be submitted.
- 2. The bidder should have their presence in Kolkata with own office for minimum period of five continuous years. Valid proof should be submitted along with the bid.
- 3. The bidder should have valid GST Registration Number & PAN. Bidder shall have to submit photocopy of the documents.
- 4. The bidder shall have executed "Similar Nature" of single order for an amount not less than Rs.50.00 lakhs or two orders for an amount of total not less than Rs.60.00 lakhs in last three financial years (considering FY – 2020-21, 2021-22, 2022-23) in Government Department/PSU/Autonomous Body under Govt. of West Bengal. References order copy, installation certificate copy, payment certificate copy depicting deduction made if any for the project to be provided.
- 5. Bidder should have own office contact number. Office details with number & detailed escalation matrix to be submitted. Bidder shall have to submit the Complain / Call escalation matrix in their own letterhead with undertaking.
- The bidder should have an average annual turnover of not less than Rs.1.00 Crore each year in the last three financial years (considering FY – 2020-21, 2021-22, 2022-23). Bidder shall have to submit Audited Balance Sheet / Audited Accounts / Auditor Certificate in support of their claim.
- 7. The bidder shall have Quality Certificate (ISO 9001:2015). Copy of valid Certificate to be submitted and validity should remain up to completion of job.
- 8. The bidder shall submit Bid Form (Section E) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
- 9. The bidder shall submit NIT Declaration for Bidder (Section -Q) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
- 10. The Bidder should submit "check list" for eligibility criteria with the bid documents as mentioned in SECTION I.
- 11. The Bidder shall submit the profile of key people with the bid document as per SECTION S.
- 12. The bidder 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. Declaration on bidder's letter head to be submitted.

SECTION - C

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	19.01.2024
2	Documents download/sale start date (Online)	19.01.2024
3	Last Date and time of sending the queries (Offline)	29.01.2024 at 15.00 hrs.
4	Pre-Bid Meeting at WTL Office (Off Line)	30.01.2024 at 12.00 hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	03.02.2024 at 11.00 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 (On line)	09.02.2024 at 12.00 hrs.
10	Bid opening date & time for Technical Proposals (Online)	12.01.2024 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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<u>SECTION – D</u>

INSTRUCTIONS 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/Confirm Work Order.

"**Agreement**" means the Agreement to be signed between the successful bidder and WTL including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

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

"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" means 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 benefits of free and open competition.

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

"Government" / "Gov. of W. Bengal" means the Government of West Bengal.

"GoI" shall stand for the Government of India.

"GoWB" means Government of West Bengal

"WTL" means Webel Technology Limited a Govt. of W. Bengal undertaking.

"DSA" means Directorate of State Archives.

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

"Project" means Digitization of Archival records lying in the custody of Directorate of State Archives.

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

"Services" means the work to be performed by the Bidder pursuant to this Contract, as described in the

detailed Scope of Work.

"Similar Nature" means Pagination, Scanning, Digitization and Indexing of all paper-based archival records..

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

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

"Operator" means the company providing the services under Agreement.

"Period of Agreement" means 3 years from the date of Final commissioning of the Project.

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

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

"Termination Notice" means the written notice of termination of the Agreement issued by WTL.

"**Uptime**" means the time period when specified services are available with specified technical and service standards as mentioned in section titled WARRANTY SUPPORT" "**%Uptime**" means ratio of 'up time' (in minutes) as mentioned in section titled "Warranty support"

"Service Down Time" (SDT) means the time period when specified services with specified technical and operational requirements as mentioned in section titled "WARRANTY SUPPORT" are not available to Gov. of W. Bengal and its user departments and organizations.

2. PRE BID MEETING

Pre Bid Meeting will be held on 30.01.2023 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 no case be responsible for those costs regardless of the conduct or outcome of the bidding process.

4. BID DOCUMENT

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

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, WTL reserves the right to add/modify/delete any portion of this document by issuance of a 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

The bidder cannot modify or withdraw its bid after submission.

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.

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.

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 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/Order. The PBG should be valid for six month more than the warranty period. All delivery of the material will have to be completed within 30 days from the date of acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within 90 days from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per BOM.

15. TIME SCHEDULE FOR SCANNING, EDITING AND FINAL SUBMISSION PROCESS

The total process will have to be completed within 1 year (one year) from the date of LOI / Order.

16. LIQUIDATED DAMAGE

The job includes the scanning, editing and submission of archival records as mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for undelivered images, each week or part thereof, subject to a ceiling of 3% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 3% of the order value, WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party. The difference of cost incurred by WTL will be recovered from the contractor and PBG will be invoked.

17. LIABILITY

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

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

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

18. PATENTS & COPYRIGHT

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

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

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

19. SUSPENSION OF WORK

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

20. TERMS OF PAYMENT

Payment terms will be on back-to-back basis, i.e., payment will be made only on receipt of payment from relevant customer, i.e., Directorate of State Archives.

21. 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 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.

22. CORRUPT OR FRAUDULENT PRATICES

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

23. BINDING CLAUSE

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

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

24. WORKMEN'S COMPENSATION

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

25. CONTRACTOR'S EMPLOYEES

The Contractor shall comply with the provision of all labour legislation including the requirement of the payment of Wage Act 1936 and the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract. The Contractor must ensure that he complies

with PF, ESI regulation for all his deployed employees. The Contractor shall see that all authorized Sub Contractors under him similarly complied with the above requirement.

26. 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 present accident during the work. In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the contractor in taking proper precautionary measures the contractor shall be responsible for and must make good the loss the damage at his own cost to the satisfaction of the department and employees of the department shall be indemnified from all claims or liabilities arising there from or any expenses incurred on account thereof.

27. EQUIPMENT

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

28. SUB-CONTRACT

The purchaser (WTL) does not recognize the existence of Sub-Contractors. The Contractor's responsibility is not transferable. No consortium partner is allowed.

29. TERMINATION FOR DEFAULT

WTL may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by WTL in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WTL. If the project (delivery, 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.

30. BANKRUPTCY

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

31. FORCE MAJEURE

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

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.

- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public **transport**ation 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 fro damages or additional cost or expense occurred by the delay or nonperformance. If, and to the extent, that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

32. 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.

33. PERFORMANCE BANK GUARANTEE (PBG)

As a guarantee for timely scanning, editing and final submission of archival records as mentioned in Bill of Material, from the date of final handover of the images and pertaining to proper quality checking of the files / images, the bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any bank as per format enclosed (Section – P).

34. SI/BIDDER/CONTRACTOR'S RESPONSIBILITIES

Refer Section - A (SCOPE OF WORK)

35. NO WAIVER OF RIGHTS

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

36. 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.

37. 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.

38. 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 filling on the part of the bidder.

39. 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.

40. BID DUE DATE

The tender shall be submitted not later than the due date and time specified in the Important Dates Sheet. WTL may as 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.

41. LATE BID

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

42. 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.

43. 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.

44. 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.

45. BID CURRENCIES

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

46. PRICE

- Price should be quoted in the BOQ format only. No deviation is acceptable.
- Price quoted should be firm, inclusive of packing, forwarding, insurance and freight charges.

- 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 supply, installation & commissioning charges.

47. 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.

48. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

49. 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.

50. 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.

51. INTERPRETATION OF DOCUMENTS

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

52. 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.

53. 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.

54. CLARIFICATION OF BIDS

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.

55. 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.

56. 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.

57. FINAL INSPECTION

Final inspection will be carried by the authorized representative from WTL / Directorate of State Archives.

58. LOCATION DETAILS

Scanning has to be carried out at customer's locations mentioned below.

- 1) The Directorate of State Archives, 6, Bhawani Dutta Lane, Kolkata-700073 and
- 2) The Directorate of State Archives, 43, Shakespeare Sarani, Kolkata-700017.

59. SITE INSPECTION

Bidder can inspect (at their own cost) the sites if required, for which they have to take necessary permission from WTL / Directorate of State Archives in writing. WTL / Directorate of State Archives will take at least four days to organize such permission.

60. QUALITY CONTROL

- The contractor is obliged to work closely with WTL act within its authority and abide by directive issued by them on implementation activities.
- The contractor will abide by the safety measures and free WTL from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their negligence. The bidder will pay all indemnities arising from such incidents and will not hold WTL 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.
- 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.

61. BLACKLISTING OF BIDDER

At the stage of competitive bidding:

- a) Submitting false documents as far as the eligibility criteria are concerned.
 - b) Submission of bid which involves concealment / suppression of facts in the bid in order to influence the outcome of eligibility screening or any other stage of open bidding.
 - c) Unauthorized use of one's name or the name of any other firm for the purpose of bidding.
 - d) Withdrawal of a bid or refusal to accept an award or enter the contract with the Govt. without

justifiable cause after the bidder had been adjudged as having submitted the lowest responsive bid.

- e) Refusal or failure to post the required performance security within the prescribed time as indicated in the tender document.
- f) Any document unsolicited attempt t unduly influences the outcome of bidder in his favour.
- g) All other acts tend to defeat the purpose of competitive bidding which is contrary to financial rules of the Govt., e.g., habitual withdrawing from bidding except a valid reason not complying with the requirements during bid evaluation.

At the stage of contract implementation:

- a) Failure on the part of the firm to supply items as per Supply Order due solely to his fault or negligence within the prescribed period as mentioned in the detailed tender document.
- b) Failure on the part of the firm/company to fully and faithfully comply with the contractual obligations without valid cause or failure to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract.
- c) Assignment and sub-contracting of the contract or any part thereof.
- d) Unsatisfactory progress in the delivery of goods / items in case of procurement.
- e) Supply of inferior quality of goods, as may be provided in the contract or as per accepted sample / specimen of item(s).
- f) Any other reason which the procuring entity deems it logical to include in the contract, duly agreed by the selected bidder / firm.
- g) Failure of supply within the stipulated period of time to be mentioned in the supply order.

62. 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.
- h) 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.
- i) 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.
- j) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- k) 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.
- l) The HC/WTL at its discretion may extend the deadline for the submission of Bids.
- m) 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.

<u>SECTION – E</u>

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, <u>Kolkata – 700091</u>.

<u>Sub: Digitization of Archival Records lying in the custody of Directorate of State Archives, Under</u> <u>the Department of Higher Education, GoWB.</u>

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/DSA/DIG/23-24/059 dated 19.01.2024, do hereby propose to execute the job as per scope of work 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 and 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.
- 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 (BOQ).
- We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Thanking you, we remain,

Yours faithfully

Signature

Name in full

Designation

Signature & Authorized Verified by

Signature Name in full

.....

Designation

Dated, thisday of2024

<u>SECTION – F</u>

$\underline{\textbf{TECHNO}\,\textbf{COMMERCIAL EVALUATION}\,\&\,\textbf{AWARDING}\,\textbf{OF}\,\textbf{CONTRACT}}$

1. Technical Evaluation Criteria

• Technical proposal of the only that bidders will be evaluated who meets all the prequalification criteria.

• The evaluation committee will evaluate the Technical Proposals on the basis of the technical evaluation criterion as provided below.

S1.	Criteria / Sub	Description	Point System	Max	Form to be used /
No.	Criteria	Description	Form System	Criteria	Supporting Documents
110.	Cinteria			/ Sub	to be submitted by
				Criteria	Bidder(s)
				Marks	Blader(s)
1	De et Europeien	na af tha Bidday (Orma		40	
1.		ce of the Bidder / Orga		-	
a.	Scanning and	Average Annual Turnover from	• >= Rs 10-	10	A certified document by
	Digitization Turnover		lakh - 10		the Chartered
	Turnover	Scanning, Digitization	Point		Accountant stating the
		and Image Editing related business in	• Else 0 Point		Scanning and
					Digitization Turnover of the Bidder has to be
		last 3 financial years			
h	Coopping	A grave goto a commin		10	submitted.
b.	Scanning Volume	Aggregate scanning volume of the	• >= 50 Lakhs.	10	Completion certificate
	voiume	completed projects			issued by Customer
		with certification in	images – 5 Point		
		Government / Public			
		Sector organizations	• > 30 lakhs		
		in last 2 years till date	images – 3		
		in last 2 years in date	Point • > 20 lakhs		
			images – 1 Point		
c.	Scanning of	Scanning of very old,	Document	5	Evidences / self-
0.	old records	Brittle records and	age > 200	0	declaration to be
	ola records	Archival documents	years – 5		submitted (based on
			Marks – 5		customer certificate
			• > 100 years		stating documents age
			- 4 Point		or document age
			• Else 0 Point		reflected in PO or
					completion certificate).
d.	Image	Successfully done	• Done - 5	5	Copy of Declaration or
	Enhancement	Image enhancement	points	-	Completion certificate
	Work	work in digitization	• Else 0 point		issued by the customer
		project			stating image
		T. Jarr			enhancement work to
					be carried out by the
					Bidder.
e.	Digitization of	Successfully digitized	• Done for	10	Copy of work order /
	Archival	Archival Records of	State /	-	invoice / completion
	Records	State Archives /	National		certificate to be
L	-			1	Page 28 of 52

		National Archives	Archives - 10		submitted to this effect.
			• Done for		Sublitted to this cheet.
			any other		
			Govt / PSU		
			Archives – 3		
2.	Solution prope	sed for scanning and i		35	
		proach and proposed m			
a.	Proposed	• Understanding of		25	1. Detailed write up will
	Solution: Requirements addressed as mentioned in different parts of the RFP and quality of the solution addressed as mentioned in different parts of the RFP and quality of the solution	the project requirements • Solution conceptualized for this project • Quality control procedure • No of Manpower to be deployed • No of Scanners deployed • Plan for meeting the SLA norms • Redundancy and failover options Associated risk / problem and plans for mitigation and technical approach to			be submitted. Also submit 2 or 3 pages of final edited jpeg files as per required specification of any old and brittle original document. 2. POC (Proof of concept) of total digitization process of Archival records lying in the Custody of Directorate of State Archives, GoWB. POC will be held at the Directorate. Bidders should carry their high- end book scanner for POC.
b.	Proposed	address them • Submitted Sample .JPEG files of any old and brittle document, as per required specification			
D .	Approach and methodology: Project Management and detailed work plan	 The overall project management approach adopted by the bidder to implement the project to meet the timeline. Evaluation will be based on the detailed Project plan including day wise, week wise activities with work breakdown structures, project estimates and milestones etc. 			
с.	Resource Deployment	• Qualification/relevant certification and experience of the	• Qualification / relevant certification	10	CVs of Project Manager and Key persons / supervisors, showing experience and

		People involved • Scanners Type, Make, model, specification, speed and output quality	and experience of the People involved • Scanners Type, Make, model, specification, speed and output quality		qualification. High End Book Scanner Make and Model No, Qty to be deployed, specification
3.	Organizationa	al Strength		25	
a	Turn Over	• Bidder average turnover in the 3 last financial years	• >= Rs 1 Cr - 10 Point, else 0	10	A certified document by the Chartered Accountant stating the annual Turnover of the Bidder has to be submitted.
b	ISO 9001 / ISO 27001 Certificate	Bidder ISO 9001 or ISO 27001 certified and valid on date of submission.	• Yes – 5- point, else 0	5	Copy of ISO certificate
С	Office in West Bengal	Operations in West Bengal as on 31.12.2023	 >5 Years- 5 Point, >3 Years- 3 Point, Else 0 point 	5	Certificate of Incorporation
d	Ownership of High-End Book Scanners	Bidder having High End Books Scanners (not hired) as their own capital equipment	>Total no. of scanners of desired specification to be deployed as per write up, = 5 points, else proportionate marks	5	Self-Declaration to be submitted, mention quantity, year of purchase, make and model no. of equipment.

Note:

1. For Sl no 1, the Completion Certificate of the projects need to be provided (issued to the responding Bidder by the respective customers).

2. For Sl no 1, The value / quantity of pages of the projects considered in the above criterion would be based on the Purchase Order issued to the responding firm. In absence of the supporting documents, the projects would not be considered for evaluation.

3. For Sl no 2, Evaluation based on Write up and supporting documents in the Technical Proposal.

2. Technical Bid Evaluation

• As part of the Technical Evaluation, in the first step, the Technical Bids will be examined to ascertain responsiveness of the technical bids with the General Terms and Conditions of the Contract and Technical Requirements & Scope of Work as defined in the RFP.

• In the second step, the Technical Evaluation of the responses of the Bidders will be evaluated,

based on technical criteria set in this Bid Document.

• The Technical evaluation shall involve: - Document-based evaluation of the Technical Bids

• Based on the 'Evaluation Parameters' as tabulated above, the bidder's technical proposal shall be evaluated. For the purpose of detailed technical evaluation, technical marks shall be awarded based on the detailed evaluation criteria. The technical marks shall then be converted into Technical Score (ST) in percentage. 1 Technical mark corresponds to 1 Technical Score in percentage. Technical Score (ST) in percentage shall be computed for each bid. It is mandatory for Bidders to secure minimum qualifying score of 70% (70 points out of 100), out of the maximum Technical Score in order to be shortlisted as a Technically Qualified Bidder (TQB) and for further evaluation in subsequent stages, namely, commercial bid evaluation.

3. Opening of Commercial Bids:

The Purchaser will open the Commercial Bids of only Technically Qualified Bidders (TQB).

4. Commercial Bid Evaluation

• The Financial Bids of technically qualified bidders (i.e. above 70 marks) will be opened on the prescribed date.

• The commercial evaluation would be based on L1, i.e. the bidder with the least commercial quote shall be eligible for award of contract. However, the job contract may be awarded to more than one eligible party at L1 rate. The distribution of quantities will be, if two parties are awarded, then at the ratio of 70:30 (70% quantity to L1 bidder), if three parties are awarded, L1 bidder will get 50% quantity and remaining between other two parties in inverse ratio of their quoted price. If L2 bidder does not accept L1 rate then L3 bidder will be asked, so on.

• Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

• The bid price considered should be 'excluding' taxes. GST to be charged as applicable at the time of the Invoice.

• Any conditional bid would be rejected.

• Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

• If there is no price quoted for certain material or service, the bid shall be declared as disqualified.

• The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

• In the event that there are 2 or more bidders having the same value in the financial bid, the bidder securing the highest technical score will be adjudicated as the "Best responsive bid" for award of the Project.

5. Awarding of Contract

An affirmative Post Qualification determination will be prerequisite for award of the contract to the Page 31 of 52

most overall responsive bidder. A negative determination will result in rejection of bidder's bid, in which event the WTL will proceed to the next lowest evaluated bidder to make a similar determination of that bidder's capability to perform satisfactorily. WTL will award the contract to the successful bidder whose bid has been determined to be substantially responsive after final negotiation may held with the most responsive bidder, if required. This is a turnkey job in a nature, so bidder(s) to quote all the items mentioned in the tender document, which can ensure single point contact / sole responsibility of the bidder(s) towards project execution. The successful bidder (s) will have to give security deposit in the form of Performance Bank Guarantee.

6. 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, Department of Par& e-Governance may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the detailed Technical Specification.

<u>SECTION – G</u>

GUIDANCE FOR E-TENDERING

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

1. **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.

2. 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

amount. Details are available at the web Site stated above. DSC i as a USB e-Token.

3. 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.

4. **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.

5. Submission of Tenders:

Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats)

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

Techno Commercial Cover:

Technical Document1

- 1. Bid Form as per format (Section E)
- 2. Other documents, if any

Technical Document2

- 1. NIT Declaration duly stamped & signed in bidder's letter head, Section Q
- 2. Other documents, if any

Financial Cover:

BOQ (Bill of Quantity) 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.

<u>NON-STATUTARY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:</u> (In each folder, scanned coy will be uploaded with single file having multiple pages)

Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	 GST Registration Number PAN Document as per Section – B
В	COMPANY DETAILS	B1. COMPANY DETAILS 1 B2. COMPANY DETAILS 2	 Document as per Section – B Declaration as per Section – B Company Profile (Not more than 3 pages) ISO Certificate as per Section –B
С	CREDENTIAL	CREDENTIAL 1 CREDENTIAL 2	 Order copies as per Section – B Product brochure Other documents, if any
D	DECLARATION	DECLARATION 1	 List of Clients as per format (Section –O) Financial Capability of Bidder as per format (Section – K)
		DECLARATION 2	 Document as per Section – B Other documents, if any
		DECLARATION 3	 Bidder's Details as per format (Section – L) Office address Details as per format (Section – N)
		DECLARATION 4	Details of Order as per format (Section – J)
		DECLARATION 5	Declaration as per Section – B
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

<u>SECTION – H</u>

BILL OF WORK TO BE DONE

S1. No.	Description of work	unit	Quantity
1.	Digitization (Face up technology scanning, editing and quality control of A1 / A2 / A3 / A4 / legal Sheets, 300-600 dpi, Colour Mode both for manuscript and printed image, Laser assisted book fold connection, Auto artefact removal- thumb, finger etc., Auto crop and De-skew, pixel dimension of 9.3 x 9.3 um and non-shutter-based CCD line sensor) lying in the custody of Directorate of State Archives at 43, Shakespeare Sarani, Kolkata-700017 & 6 Bhawani Dutta Lane, Kolkata - 700073.	images	01

<u>Bill of quantity may vary at the time of ordering/execution of work. Final bill will raise on actual</u> <u>handed over the images.</u>

<u>SECTION – I</u>

CHECK LIST

(Tender No. WTL/DSA/DIG/23-24/059 dated 19.01.2024)

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the technical proposal)

Sl. No.	Specific Requirements	Documents Required	Compliance (Yes / No)	Amount / Volume / Quantity (if applicable)	Reference / Pdf File name & Page Numbers / Page Range
1	Average Company Turn Over	Annual Reports, last three financial reports			
2	Scanning and Digitization Turnover	A certified document by the Chartered Accountant stating the Scanning and Digitization Turnover of the Bidder has to be submitted.			
3	Scanning Volume	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client.			
4	Scanning of old and fragile archival records	Evidences / self- declaration to be submitted (based on customer certificate stating documents age or document age reflected in PO or completion certificate).			
5	image Enhancement Work	Copy of Declaration or Completion certificate issued by the customer stating image enhancement work carried out by the Bidder			
6	Project Methodology, Support and Documentation	Brief write up mentioning point sl no 18 (a), 18 (b) and 18 (c) of scope of work			
7	Profile of proposed team members and Resource Deployment	As per SECTION-S			
8	Turn Over	A certified document by the Chartered Accountant stating the annual Turnover of the Bidder has			

		to be submitted.		
9	ISO 9000	Copy of ISO certificate		
	Certificate			
10	Office in West	Certificate of		
	Bengal	Incorporation and / or		
		Trade License		

Authorized Signatory (Signature In full):

Name and title of Signatory: _____

Stamp of the Company: _____

<u>SECTION – J</u>

DETAILS OF ORDER EXECUTED BY BIDDER

(Tender No. WTL/DSA/DIG/23-24/059 dated 19.01.2024)

S1. 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: _____

a. Type of Project shall indicate the implementation of services (scanning, editing and final submission).

b. Scope of work shall indicate whether it is scanning, editing and final submission.

c. Submit Customer Order Copy details of the order indicating the project value, customer contact details, project completion certificate, customer satisfaction certificate etc.

<u>SECTION – K</u>

FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/DSA/DIG/23-24/059 dated 19.01.2024)

FINANCIAL INFORMATION

S1. 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: _____

<u>SECTION – L</u>

BIDDERS'S DETAILS

(Tender No. WTL/DSA/DIG/23-24/059 dated 19.01.2024)

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	Is the firm
	 a Government/ Public Sector Undertaking
	 a propriety firms
	 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,
0	
	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
10	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	What type best describes your firm? (Purchaser reserves
	the right to verify the claims if necessary)
	 Manufacturer
	 Supplier
	 System Integrator
	Consultant
	 Service Provider (Pl. specify details)
	 Software Development
	 Total Solution provider (Design, Supply,
	Integration, O&M)
	 IT Company
14	Number of Offices in district headquarters in West Bengal
15	Is your organization having ISO 9001:2015 certificates?
16	List the major clients with whom your organization has
10	been / is currently associated.
	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: _____

SECTION - M

PRE-BID MEETING QUERY

(Tender No. WTL/DSA/DIG/23-24/059 dated 19.01.2024)

Name of the Bidder:

Queries

S1. No.	Section No.	Clause No.	Page No.	Queries

Note: The filled form to be submitted in XLS or 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: _____

SECTION - N

OFFICE ADDRESS & MANPOWER DETAILS OF BIDDER

(Tender No. WTL/DSA/DIG/23-24/059 dated 19.01.2024)

S1. No.	Name of Place	Address	Name of Support Personnel	Contact Number

Authorized Signatory (Signature In full):

Name and title of Signatory: _____

<u>SECTION – O</u>

LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/DSA/DIG/23-24/059 dated 19.01.2024)

S1. No.	Name of the Client	Address	Contact Person	Designation	Contact Numbers

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

<u>SECTION – P</u>

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 LIMTED, 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 _____) only against any loss or damage caused to extent of Rs. (Rupees 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 paid and properly carried out by the said contractor and accordingly discharged the guarantee.

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

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

(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)

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

- 1. Bank Guarantee (B.G.) for Advance payment, Mobilization Advance, B.G. for security Depositcum-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 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.

<u>SECTION – Q</u>

NIT DECLARATION FOR BIDDER

(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.

<u>Sub: Digitization of Archival Records lying in the custody of Directorate of State Archives, Under</u> <u>the Department of Higher Education, GoWB.</u>

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/DSA/DIG/23-24/059 dated 19.01.2024 for Digitization of Archival Records lying in the custody of Directorate of State Archives, Under the Department of Higher Education, GoWB 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

<u>SECTION – R</u>

SERVICE LEVEL AGREEMENT

1. Service level objectives

a. The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service to be provided by the successful bidder to WTL for the duration of this contract. SLA defines the terms of the successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators which will be considered by WTL in the Service Level Agreement with Successful bidder.

b. The successful bidder has to comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality and availability of services.

c. Note: Penalties shall not be levied on the successful bidder in the following cases: -

- The non-compliance to the SLA has been solely due to reasons beyond the control of the bidder

- There is a Force Majeure event affecting the SLA which is beyond the control of the successful bidder

2. SLA definition, measurement and monitoring

Penalty for delay in project execution

For any delay in completion of activities of the project (as mentioned in the timelines), WTL will charge penalty of Rs. 500.00 per week subject to a maximum of 10% of the project value. WTL reserves the right to terminate the contract (wholly or partly) and will get the job completed by any other competent party.

3. SLA for scanning services

- Images scanned and edited shall be verified by WTL or its authorized personnel / State Archives project in-charge concerned. The scanned image shall be compared with reference to the original document.

- For every image improperly scanned (which shall be decided by the officers mentioned above), there shall be a penalty of 50% of the per image quote mentioned by the bidder.

- For every image not scanned (missed out from the original document), there shall be a penalty of 50% of the per image quote mentioned by the bidder. It shall be the responsibility of the successful bidder to rescan, editing and index with Metadata such improperly scanned images. He shall not be paid any amount for rescanning of documents. There shall again be a comparison of such images by the authority concerned and nonconformance found would be levied to penalty as mentioned above and the rescanning would have to be done free of cost by the successful bidder.

4. SLA for Scanning Volumes

To ensure timely completion of the project, the SLA for the scanning volume has been set as at least 10 Lakh documents should have been scanned, edited and indexed at the end of the 1st month, at the end of the second month at least 20 Lakh documents should have been scanned

and indexed and so on and so forth.

However, progress will be monitored / penalty applied based on pro rata weekly performance. Based on actual weekly performance, if found below as required, WTL reserves the right to cancel the order or reduce quantity awarded to that party.

5. Penalties

a. The Penalty shall be calculated and deducted from the immediate payment due.

b. The successful bidder will have to maintain strict privacy and confidentiality of all the data its staff gets access to. Adequate provisions to be made not to allow unrestricted access to the data to people in the organization. Successful Bidder cannot sell or part with any data in any form. Penalty of minimum Rs. 1,00,000/- to a summary termination of contract and forfeiture of PBG would be imposed on the successful bidder upon default of this service condition. The exact penalty will be decided by WTL based upon severity of the default.

c. The successful bidder should provide adequate tools for capturing data required for measuring SLAs at no extra cost to WTL. This should be part of the solution design and the BOM proposed should include the necessary tools for the same.

d. Accuracy of less than 90% will be considered as the Breach of the Agreement and Purchaser reserves the Right to terminate the agreement.

e. In all such cases, where the accuracy is below 100%, the Agency will be responsible to carry out corrections with no additional cost to Purchaser.

f. The maximum penalty at any point of time and for any period should not exceed 10% of awarded contract value as per the Commercial Bid submitted by the successful bidder. If the penalty exceeds this amount, WTL reserves the right to terminate the contract.

<u>SECTION – S</u>

PROFILE OF KEY PEOPLE

(Tender No. WTL/DSA/DIG/23-24/059 dated 19.01.2024)

Profile of Key People

Bidder(s) should attach the profiles of the key people in their letterhead who would be involved during the course of this project. The profile shall necessarily include the following details in the format mentioned below :

Sl. No.	Detail of key people	Bidder's detail
1	Proposed Position:	
2	Name of Firm and Years with the Firm [Insert name of firm proposing the staff]:	
3	Name of Staff [Insert full name]:	
4	Date of Birth:	
5	Nationality:	
6	Education [Indicate college/university and other	
	specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:	
7	Membership of Professional Associations:	
8	Other Training [Indicate significant training since degrees they have already been mentioned under 6]:	
9	Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:	
10	Employment Record [Starting with present position, list in reverse order every employment held by staff	From [Year]:
	member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:	To [Year]:
11	Detailed Tasks Assigned [List all tasks to be performed under this assignment	
12	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned	 a) Name of assignment or project: b) Year: c) Location: d) Client:
	[Among the assignments in which the staffs has been involved, indicate the information mentioned at the	e) Main project features:
	right column for those assignments that best illustrate	f) Positions held:
	staff capability to handle the tasks listed under point [11]	g) Activities performed:

Proposed Resource Deployment

Sl	Resource Level	Responsibility	Brief Description of	No. of Resources
no			Qualification –	deployed at the
			Certifications, Technical	proposed level
			Degree/Diploma	

Bidder should provide details in their letterhead for each Core Project Team Member and Image editing expert in following format:

S1.	Item	Details
No.		
1.	Name	
2.	Specify role to be played by him/her	
3.	Current job title	
4.	Experience in years	
5.	Number of years with the organization	
6.	Current job responsibilities	
Z	Summary of Professional /Domain	
	experience	
8	Skill sets	
9	Highlights of assignments handled and	
	significant accomplishments	
10	Educational Background,	
	Training/Certifications	

S1.	Resource / Equipment's /	Name and Make	Brief Description	No. of
No.	Scanners	/ Model		equipment that
				will be deployed
1	Book Scanners			
2	Laptop/PC's			
3	UPS			
4	External HDD			
5	etc			

Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

Date: Day/Month/Year

Full name of authorized representative with bidder's stamp