## **NOTICE INVITING e-TENDER**

Online Tender documents are invited for Development and Implementation of Document Management System (DMS) on open source platform for the Directorate of Registration and Stamp Revenue, Finance Department, Government of West Bengal, from reputed companies having sufficient experience and credentials for development of "Similar Nature" of software in a Government Department/PSU/Autonomous Body or any reputed organization. Bidder must have adequate strength of skilled software developers for developing the software and providing support for 2 years after go-live of the system.

1.	Tender No. & Date	WTL/IGR/DSRD/23-24/065 dated 05.02.2024
2.	Tender Version No.	1.0
3.	Brief description of material	Request for Proposal for Development and Implementation of Document Management System (DMS) on open source platform for Directorate of Registration and Stamp Revenue, Finance Department, Government of West Bengal, in the state of West Bengal.
4.	Tender document Fee	Rs. 6000.00 (Rupees Six thousand only). The amount to be transferred online through e-tender portal.
5.	Earnest Money Deposit	Rs. 600000.00 (Rupees Six lakh only). The amount to be transferred online through e-tender portal.
6.	Date of Downloading/Sale of Tender document	05.02.2024
7.	Pre-Bid Meeting date & time	12.02.2024 at 12.00 Hrs. (On-Line Meeting) Pre-Bid meeting will be organizing online platform only. Only queries as per format (Section - L) reaching WTL by 09.02.2024 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 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.
8.	Bid Submission Start date & time (online)	21/02/2024 2PM
9.	Last date & time of EMD & Tender Application Fee submission	Before Uploading of Tender.
10	Last date & time of Bid Submission(online)	26/02/2024 12PM
11	Date & time of Technical Bid Opening	28/02/2024 12PM
12	Venue of Pre-Bid Meeting &	WEBEL TECHNOLOGY LIMITED
	submission of EMD & Tender Application Fee	(A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13	WTL Contact Person	033-23673403-06

- 1. Intending bidder may download the tender documents from the website https://wbtenders.gov.in directly with the help of Digital Signature Certificate. Necessary Tender fee may be remitted online through e-tender portal in favour of "Webel Technology Limited" and also to be documented through e-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 <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>
- 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 <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>.

# **CONTENTS OF THE TENDER DOCUMENT**

The Tender document comprises of the following:

SECTION – A	INTRODUCTION & OBJECTIVE OF THE PROJECT
SECTION – B	SCOPE OF WORK & RESPONSIBILITY
SECTION - C	ELIGIBILITY CRITERIA
SECTION - D	DATE & TIME SCHEDULE
SECTION – E	INSTRUCTIONS TO BIDDER
SECTION – F	TECHNO COMMERCIAL EVALUATION FOR AWARD OF CONTRACT
SECTION – G	BID FORM
SECTION - H	GUIDANCE OF E-TENDERING
SECTION – I	FORMAT FOR TECHNICAL CAPABILITY OF BIDDER
SECTION – J	FORMAT FOR FINANCIAL CAPABILITY OF BIDDER
SECTION - K	FORMAT FOR BIDDER'S DETAILS
SECTION – L	FORMAT FOR PRE-BID MEETING QUERY
SECTION - M	PROFORMA FOR PERFORMANCE BANK GUARANTEE
SECTION - N	BILL OF WORK TO BE DONE
SECTION - O	NIT DECLARATION

#### SECTION - A

## INTRODUCTION & OBJECTIVE OF THE PROJECT

#### INTRODUCTION

Webel Technology Limited invites Request for Proposal (hereinafter referred to as "RFP") for Development and Implementation of Document Management System (DMS) on open source platform for the Directorate of Registration and Stamp Revenue, Finance Department, Government of West Bengal, from reputed companies having sufficient experience and credentials for development of "Similar Nature" of software in a Government Department/PSU/Autonomous Body or any reputed organization.

#### Objective of the project

The Directorate of Registration & Stamp Revenue (DoRSR) comes under the administrative control of the Finance(Revenue) Department, Government of West Bengal. The Inspector General of Registration & Commissioner of Stamp Revenue, WB (IGR & CSR,WB) is the head of the DoRSR. The DoRSR is located in Fortuna Tower, 9<sup>th</sup> Floor. 23A, N. S. Road, Kolkata,700001.

The main function of Registration is to legalize different contractual documents by empowering them through the Court of Law. The Directorate aims at protecting the rights of the public by legalizing the different deeds and keeping records of the same.

Primary objectives of the Directorate behind this initiative are as follows -

- Providing a DMS for Digitization of old registered deeds through a specified process and preserving on cloud to provide online facility of search and certified copy of the registered deeds to citizens which are not atpresent available for the year 1970 to 1984.
- 2. Archival of copies of old registered deeds in digital format (from 1970 to 1984).

Digitization process will aim to preservation and archival of old records as per Section 51 and 55 of The Registration Act 1908 read with Rule 11 of WB Registration Rules, 1962.

## <u>SECTION – B</u> SCOPE OF WORK & RESPONSIBILITY

## 1. Scope of work

#### 1.1 Classification of document and metadata

The legacy deed documents are kept inhard bound book volume registers (BVR) in the record room of registration offices. The following types of deeds, bound in different types of BVR are under the scope of this project.

There are four types of books available in the RO.

- Book Type I Registration of Non testamentary document relating to immovable properties e.g.Sale, Gift, Partition, Declaration, Transfer, Release, Lease, Bond, Mortgage etc.
- Book Type II Refusal Register (not to be digitized)
- Book Type III Registration of Will and authorities to adopt
- Book Type IV Miscellaneous Register.
- Index1-Persons/Name details of deeds of above Books in alphabetical order
- Index2- Property details of Deeds of above Books in alphabetical order

## 1.1.1. The project shall have the following functional components:

- 1.1.1.1. The Bidder is expected to do a thorough system study to understand the as-is rules, practices, conventions that have been followed in various registration offices/more or less 211nos. registration offices of West Bengal for keeping the manual registration records prior to write specification document and development work
- 1.1.1.2. The Bidder is to submit a detailed Software Requirement Specifications (SRS) based on the findings of the as-is study and get it approved by the Directorate/WTL/NIC
- 1.1.1.3. The Bidder is to understand the data structure and schema of e-Nathikaran (the online repository of digitized deed of the Directorate). The DMS will be required to exchange digitization data with e-Nathikaran through approved protocol.
- 1.1.1.4. The SRS should have detailed use cases of the digitization process and subsequent use of the information by end users
- 1.1.1.5. Metadata for each document would be captured in English through the application, irrespective of the language of the source document.
- 1.1.1.6.DORSR will be the owner of the Document Management System.
- 1.1.1.7. Trainning (minimum 120 hrs) to the officials of DORSR/WTL and Involved manpower in legacy deed digitization project.

## 1.1.1.8. General Requirements

- 1.1.1.8.1. User Management
  - A. The system should offer RBAC (Role Based Access Control). In other words users engaging with the system should have right privileges to do so.
  - B. The system should offer facilities to register users, who can be identified with:
    - The organization/vendor
    - Role of the user (Scanner, Indexer, Supervisor, Manager, ...)
    - The system should allow accessing specific parts of the software as governed by the role it is assigned to. E. g., a user having role of indexer should not have access to functions that can be accessed by a supervisor
  - C. Estimated number of user: 1500 nos. minimum.

## 1.1.1.8.2. Search

The DMS is an online repository of millions of registration data supposed to serve as a fast,

secure and reliable source of information. The DMS should support state-of-the-art searching facilities for this repository, similar to popular internet search pro

## 1.1.1.8.2.1. Ubiquitous Search

It should support ubiquitous search where a "search term" is applicable to the entire repository, which includes records, documents etc. This approach is for a use case when a user is seeking to reach an associated record/document containing the information without having precise knowledge of where it is.

#### 1.1.1.8.2.2. Advanced/Targeted Search

The DMS should also support targeted search, where the user limits her search term to a specific set of records by a filter condition or a facet. It should also support field level search for metadata.

#### 1.1.1.8.3. Workflow

#### 1.1.1.8.3.1. Digitization

The DMS should support workflow to control the digitization process. The process envisaged by the department, as outlined below, should be captured during process engineering of the software

## 1.1.1.8.3.1.1. Inventory-In

- Vendors shall receive records from the record room, which is captured in the system, generating a receipt in the form of control sheet register maintained for this purpose.
- Vendors shall prepare and maintain an Index register for all the records received for
  - digitization in the system, which can be monitored in real time by users having due privileges. E. g., designated user of the department can track the register in real time from their dashboard.
- The system should ensure that proper control and duplication is established. E. g., duplicate inventory-in should be disallowed

#### 1.1.1.8.3.1.2. Image Import

- The system should allow importing of images in batch mode for a lot/batch, associating the images correctly with the index register (as mentioned in section "Inventory-in")
- The system should allow viewing images while being imported.
- The system should allow adding/deleting images till final submission for the next phase is done..

## 1.1.1.8.3.1.3. Image Quality Control

- The system should allow document image processing functions like cropping/skewing/cleaning etc.
- The images shall be stored in TIFF/JPEG format.

#### 1.1.1.8.3.1.4. Metadata Entry

- The system should allow metadata entry
- System should be capable enough to push/route queues of such "waiting to be done" records to first available user automatically without any manual intervention
- Metadata entry will be in double blind structure except for Index I. I. e., 2 operators
  will enter the same metadata without any knowledge of the data entered by other
  user. This is necessary to minimize any human error, typo or misinterpretation, for
  example
- A third person, having the role of supervisor will be able to view both the entries, compare them with the corresponding scanned image, analyse the difference

between them, if any and accept the one she deems fit. Fields having different values between two blind entries are to be highlighted for ease of supervision.

- As-is rules, customs, traditions of data should be replicated and maintained in the data capture module/screen of the DMS.
- Integrity of data during generation should be augmented by the DMS

## 1.1.1.8.3.1.5. QA and Submission

- Quality assurance is a key role in any production process. The final stage before submitting an item for UAT is done by designated QA personnel of Vendor. The system should offer inspecting and modifying all necessary aspects of an item by this role at this stage.
- The QA, at this stage can necessarily end up with 2 decisions, rejecting the item and sending it back to a stage where it needs to be corrected or submit for UAT.
- After the digitization work related to one BVR is completed (with exceptions cleared or noted), it will be submitted for UAT.

#### 1.1.1.8.3.1.6. UAT

- This is a function to be performed by designated officials of DoRSR authority. If a
  designated official finds the submitted item unfit for acceptance, can reject it citing
  relevant information for rejection. Otherwise can approve the batch for further
  processing.
- Acceptance at this stage completes the digitization work for that BVR and subsequent quantity approval for further commercial purposes.

#### 1.1.1.8.3.1.7. Release

 While releasing the batch, the same is signed with DSC of the personnel accepting the batch, ensuring it's authenticity.

#### 1.1.1.8.3.1.8. Audit Trail

- All actions taken by any users should be logged and can be audited later.
- Any engagement with the system is an event, and all such events should be captured and can be trailed. This is extremely important to reconstruct reason of any exception.

#### 1.1.1.8.3.2. General

The DMS should support various workflows once documents and corresponding metadata is released for public access. Various small workflows should be present in the DMS. Indicative ones are:

- Search -> Retrieve -> Display
- Search -> Retrieve -> Download
- Search -> Retrieve -> Filter
- Login -> Authentication -> Rights Assignment
- Forgot Password -> Request to reset -> Reset -> Notify etc.

## 1.1.1.8.3.3. Billing

DMS should support "Billing Lifecycle Management" of document digitization.

#### Features:

- 1. Automatic calculation of billing amount based on the rules and unit price set by the Directorate/WTL.
- 2. Configuration for Validation and verification of invoice generation terms and conditions will be provided by the Directorate/WTL during development.
- 3. Features of billing information should be under strict access control. Access to such information must be granted only to users having privileges related to various roles of the "Project finance" category.
- 4. The module should support workflow. Lifecycle, tentatively, might include steps like

Generation->Acknowledgement->Processing->Payment/Rejection etc. Such steps must be enabled via workflow of the module.

- 5. Project Finance dashboard for each category of user to be provided. The dashboard should reflect current status at various levels (one bill, bills within a period with corresponding status etc.) and all historical data can be queried and analyzed via the dashboard.
- 6. Various reports as required by the Directorate/WTL must be provided such as periodic billing reconciliation, district wise bill information etc

### 1.1.1.8.3.4. Ticketing Module:

DMS should support "Ticketing Module" for addressing software issues/bugs / error. Features:

- 1. Issues faced during production can be raised with this module
- 2. Issues raised should have a proper escalation matrix, which can be finalized with Authority during implementation
- 3. FAQ section to be provided to avoid available answers to commonly misunderstood areas
  - 4. Issues might be intra organization or inter organization, i. e., vendor and authority
  - 5. The module should support workflow. Tentatively it might include steps like Generation->Acknowledgement->Under Inspection->Resolution/On Hold/Rejection etc. Such steps must be enabled via workflow of the module.
  - 6. Dashboard of Ticketing to be provided according to privilege of the user.

## 1.1.1.8.3.5. "Technology Requirements/Stack"

- 1. The DMS should be built on Open Source Technologies
- 2. Recommended Technology stack should honor the following requirements:

2.1	OS	Linux
2.2	RDBMS	PostgreSQL/MySql
2.3	Web Server	Linux,Apache/NgNix or any other open sourceWS
2.4	Application Server (optional)	Linux.Tomcat or any other open source application server
2.5	Message Broker/In memory database (optional)	Any open source Message Broker/In memory database
2.6	Database Server	Linux, PostgreSQL/MySql
2.7	Storage	Bidders should provide 250 TB additional Storage Space for the existing Storage System installed at WBSDC for the Common Infrastructure project for Directorate of Registration, L&R and Excise. Existing Storage details as follows Make & Model: Dell Unity XT 680 Storage Service Tag No.: 8YR4KF3 Serial No. CKM01220306775
2.8	Switch	16 ports SAN switch recommended Bidders may visit WBSDC and complete necessary surveys of existing Common Infrastructure Setup. Bidders may contact

		WTL in this regard.
2.9	Rack	42 U with intelligent PDU (recommended) Bidders may visit WBSDC and complete necessary surveys of existing Common Infrastructure Setup. Bidders may contact WTL in this regard.
2.10	All necessary passive components	

Note: Bidder may visit WBSDC and complete necessary surveys of existing Common Infrastructure Setupwith prior appointment from the SDC authority/WTL.

#### 1.1.1.8.4. Codification

The system should be capable of capturing and maintaining as-is deed arrangement of the legacy/manual system of the directorate in order to correctly replicate digital version of existing system and data.

#### 1.1.1.8.5. User Experience

- It is of utmost importance that the DMS should be user friendly, as it is directly linked to production and cost optimization. Selected bidder should optimize all necessary aspects like suggestion, minimal key pressing, validation etc. to support production.
- Early error detection and feedback. Any information found invalid should be detected at the earliest possible event and users should be warned/barred before any further progress is made to avoid loss of time. The spirit is to catch errors as early as possible.

## 1.1.1.7.6 Quality Assurance, Maintenance & Support:

- The Service Provider shall conduct thorough testing to ensure the software meets the specifications outlined in the RFP and subsequent SRS.
- The Service Provider shall provide 36 months of post-implementation support, covering bug fixes and minor adjustments.
- Major updates or changes beyond the initial scope will be subject to revised timeline and necessary planning.

## 1.1.2. The project shall have the following technical capabilities

- 1.1.2.1. Digital signature
- 1.1.2.2. Rest API integration with external system (s)
- 1.1.2.3. Document image processing capabilities
- 1.1.2.4. Rights management
- 1.1.2.5. Audit trail
- 1.1.2.6. Dashboard
- 1.1.3. Certification

Bidder shall perform security audit of the DMS and provide the safe to host certificate before deployment.

- 1.1.4. Training on digitization process needs to be given to the following roles:
  - A. Digitization Team
  - B. Approval Authority
  - C. Monitoring Team of Directorate/WTL

#### 1.1.5. Support

The bidder has to provide 2 years warranty support on the DMS.

5 yrs warranty on hardware infrastructure installed at SDC.

#### 1.1.6. Scope of the Software:

- User shall log in to the system using two factor authentication (User id, password, and OTP
- · Operator shall select the scan image of the deed and enter details of the deed into the system.

- For a particular deed Transferor, Transferee and Property details shall be entered into the system independently by two separate Operators.
- One Verifier shall check the data entry done by two Operators by comparing the entries with the scanned image of the deed. System shall identify the mismatch in the entry of the deed details done by two operators to facilitate the work of the verifier.
- Once the entry and verification of all deeds for a volume are completed, the volume will be available to "Registering Officer".
- After the verification by registering officer deeds in the volume will be digitally signed and shall be made available on the website of the Directorate for verification by the citizen.

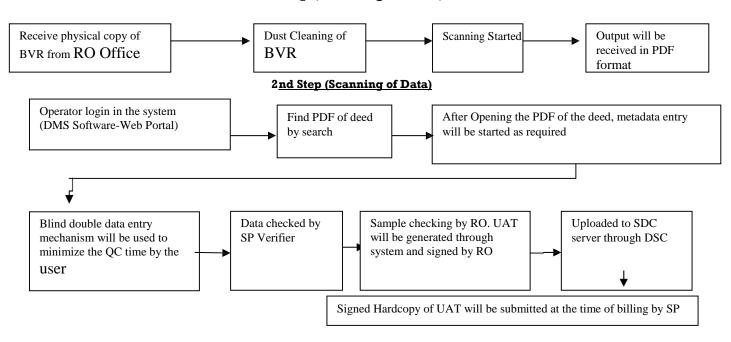
#### 1.1.7. Detailed steps are as given below: -

- 1. Operator I. shall login into the software.
- 2. Operator 1 shall select one deed from the available list of Volumes of a year. The selection of the year, volume and the deed should be done serially.
- 3. Operator 'I shall enter the details of all the Transferor, Transferee and Property of the deed by seeing the scanned copy at the right side of the screen.
- 4. Operator 2 shall login into the software.
- 5. Operator 2 shall select the same deed from the available list of Volume of the year.
- 6. Operator 2 shall enter the details of all the Transferor, Transferee and Property of the deed by seeing the scanned copy at the right side of the screen.
- 7. For any deed, in case of index-I, if entry is made by any one of the Operators, the option of entry of index-I for that deed from other operator login will be disabled automatically.
- 8. System shall automatically compare the two entries for Index-II.
- 9. The result of the comparison of the two entries for Index-II of a deed will be available at the Verifier login for checking from his/her end.
- 10. The Verifier shall check the result of the system generated comparison for Index-11 entries.
- 11. In case of the deeds where both the entries of Index-II are identical (i.e., the system returns a 'Matched Result'), Verifier shall do random sample checking of the deeds having 'Matched Result' comparing the entry with the details available from the scanned copy of the deed at the right side of the screen. If found correct, the Verifier will accept any one of the two entries made for a deed. If any error is found, the Verifier shall return them to the Operators. Step 1 to Step 9 will be followed again.
- 12. In case of the deeds where the two entries of Index-II are non-identical (i.e., the system returns a 'Mismatched Result'), Verifier shall check the entries comparing the entries with the details available from the scanned copy of the deed at the right side of the screen.
  - One Of two, if one entry is found to be correct, the Verifier shall accept the correct one and discard the incorrect one. If both the entries are found to be incorrect, the Verifier can return both the entries to the operators. In that case Step 1 to Step 8 will be followed again. Or, if it is found that of two incorrect entries, one entry has one or few minor errors which can be easily rectified, the Verifier may do the necessary

modification from his/her end. The Verifier will save the necessary changes made in the entry and accept that entry. He/she will discard the other one.

- 13. Index-I entries should be checked by the Verifier.
- 14. Step 1 to step 13 will be followed for all the Volumes.
- 15. After completion of a volume, the Verifier will forward the Volume to the Registering Officer (RO)
- 16. RO shall do random sample checking comparing the entries with the scanned image of the deeds of the Volume of that year. The deeds sample checked by RO should he marked. The Deeds found correct may have a green tick against it and incorrect may have a red cross against it.
- 17. If found correct RO shall approve the Volume otherwise return the entire volume to the Verifier.
- 18. Verifier will check the entry with the scanned image of the deed. If the entry has one or few minor errors which can be easily rectified, the Verifier may do the necessary modification from his/her end, save the necessary changes made in the entry and accept that entry. Otherwise, he/she can return it to the Operators. In that case Step 1 to Step 9 will be followed again. He/she will then again forward the rectified Volume to the Registering Officer (ROB.
- 19. After approval of RO, all the deeds of the Volume will be digitally signed and uploaded to the central server.
- 20. System automatically creates the index, and the deeds will be available on the website for the verification by the citizen.
- 21. Step 1 to Step 19 will be followed for rest of the volumes of the year.
- 22. Step 1 to Step 20 will be followed for rest of the years.
- 23. There should be a report module for reflecting the work trail of the Operators and the Verifier.
- 1.1.8. Process flow diagram

## 1<sup>st</sup> Step (Scanning of Data)



# 2. Responsibility Matrix

SL	Responsibility of work	Responsible authority
1	Bidding process	WTL
2	LOI and award of contract	WTL
3	Master trainer Training on domain and software	Bidder
4	Providing space for hosting/installation	Directorate of Registration & Stamp Revenue/SDC/WTL
5	System study and Preparation of SRS	Bidder
6	Approval of SRS	Directorate of Registration & Stamp Revenue, NIC, WTL
7	Submission of hosting and roll out plan	Bidder
8	Acceptance of the software	Directorate of Registration & Stamp Revenue, NIC, WTL
9	STQC Certification	Bidder
10	Provide Infrastructure in SDC(e.g Server,Storage, Switch,Rack etc.)	Bidder
11	Bandwidth	SDC
12	Support	Bidder,OEM

# Metadata fields for entry:

SI no	Section Name	Field name	Number of entry per	Mandatory
1	Deed	District	I (for single	Y
2	Details	Registration office	transaction)	Y
3		Book Type		Y
4		Year		Y
5		Volume Number		Y
6		Deed Number		Y
7		Transaction Type (Major)		У
8		Transaction Type (Minor)		Y
9		Page From		Y
10		Page To		Y
11		Additional Pages		
12		Document Type (Xerox/handwritten)		Y
13		Deed remarks		
14	Index of Name	Interest of the person in the transaction	For all parties	у
15		Party Type		Y
16		Linked to (in case of minor)		
17		Person's name (initial,first, last)		Y
18		Profession		Y
19		Cast		Y
20		Relationship details		Y
21		Father's name/Mothers' Name/Not Applicable		Y
22		Relative's Name		Y
23		Address		Y
24		District		Y
25		PS		Y
26		City		Y
27		Pin		Y
28		District	_	Y
29		Registration Office	_	Y
30		PS _		_
31	Index Of	Mouza		Y
32	property	_IL No	All (Number of	Y
33		Area Typs	property	Y
34		GP/Muni/Corp name	involved in the	
35		Word Number	transaction)	
36		Holding Number		

37	Road Name	
38	Premises Number	
39	Property Type	Y
40	Land Type	
41	Plot Code	Y
42	Plot Number	Y
43	Bata Number	
44	Other plots	
45	Khatian Type	
46	Khatian Number	
47	Bata Number	
48	Other Khatians	
49		
	Property Area (Acre/Bigha/Katha/Decimal/SciFt./Sq.Mt.)	Y

#### SECTION - C

## **ELIGIBILITY CRITERIA**

- 1. The bidder must be a company registered under the Companies Act, 1956/2013 or a Partnership or a Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.
- 2. The bidder should have their presence in Kolkata with own office and development center. Valid proof should be submitted along with the bid.
- 3. The bidder should have valid GST Registration Certificate & PAN. Bidder shall have to submit photocopy of the documents.
- 4. The bidder should have an annual turnover of not less than Rs.45.00 Crores in aggregate of the last three financial years (FY -2020-21, 2021-22 & 2022-23). Bidder shall have to submit photocopy of Audited Accounts and necessary Audited Statement.
- 5. The Bidder should have a successful implementation with any of the State / Central PSUs or Departments/ Govt. Statutory bodies, covering at least 10 Development works of Similar Nature. The following documents shall be enclosed:
  - a. Copy of self-certified work order(s) to be enclosed
  - b. Brief Project Write up
- 6. The bidder must have a strength of Minimum 50 nos. staff and at least 5 software developers on its roll. A undertaking by the authorized HR official on Bidder Organization's letter head to be enclosed.
- 7. The bidder shall not have been blacklisted by any State/Central Government / Govt. Statutory bodies or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). An undertaking on Bidder Organization's letter head to be enclosed.
- The bidder shall not have issue of litigation raised by any State/Central Government or PSU Organization or Autonomous body 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.
- 10 The bidder must have Quality Certificates (ISO 9001:2015, ISO 27001: 2013). Copy of valid Certificate to be submitted.
- 11 Bidder should have specific contact number and escalation matrix with phone numbers of all key personnel. Contact & address details to be submitted in letter head duly stamped & signed.
- 12 The bidder shall submit Bid Form (Section G) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
- 13 Bidder shall submit NIT Declaration (Section O) duly signed by the authorized signatory of the company as per the format. Deviation in format may not be accepted.

# SECTION - D

# **DATE AND TIME SCHEDULE**

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	05.02.2024
2	Documents download/sale start date (Online)	05.02.2024
3	Last Date and time of sending the queries (Online)	09.02.2024 at 15.00 hrs.
4	Pre-Bid Meeting at WTL Office (Online)	12.02.2024 at 12.00 Hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	21/2/2024 2PM
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)	26/2/2024 12PM
10	Bid opening date & time for Technical Proposals (Online)	28/2/2024 12PM
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)	-

#### SECTION - E

#### 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 Order.
- "Agreement" means the Agreement to be signed between the successful bidder and Directorate of Stamp Revenue, Govt. of West Bengal 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 Directorate of Stamp Revenue signs the agreement for supply, install, commission and render services for the systems deployed in various sites.
- "Contract" is used synonymously with Agreement.
- "Contract Price" means the price to be paid to the Contractor for providing the Solution, in accordance with the payment terms.
- "Contractor" means the Bidder whose bid to perform the Contract has been accepted by Tender Committee and is named as such in the Letter of Award.
- "**Default Notice**" shall mean the written notice of Default of the Agreement issued by one Party to the other.
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Directorate of Stamp Revenue and eventually Gov. of W. Bengal of the benefits of free and open competition.
- "Good Industry Practice" shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.
- "Government" / "Gov. of W. Bengal"/ "GoWB" means the

Government of West Bengal. "GoI" shall stand for the Government of

India.

- "IGR" means Directorate of Registration & Stamp Revenue, Government of West Bengal
- "Personnel" means persons hired by the Bidder as employees and assigned to the performance of the Infrastructure Solution or any part thereof.

- "Project" means scanning of copy of legacy deeds and creation of Meta Data of such deeds for the period from 1970 to 1984 by installing necessary Hardware and up-load in the Server through software developed by selected OEM/Bidder for Directorate of Registration & Stamp Revenue, GoWB.
- "Project Plan" means the document to be developed by the Contractor and approved by Webel Technology Ltd., based on the requirements of the Contract and the Preliminary Project Plan included in the Contractor's bid. For the sake of clarity, the Agreed and Finalized Project Plan" refers to the version of the Project Plan submitted by the contractor after receiving the letter of Award and the same approved by Webel Technology Ltd. The project plan may be changed/modified during the course of the project. Should the Project Plan conflict with the provisions of the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- "Implementation Period" shall mean the period from the date of signing of the Agreement and up to the issuance of Final Acceptance Certificate for the project.
- "Services" means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Scope of Work.
- "UAT" means Users Acceptance Test to be done by the bidder and Registering Officer.
- "UAC" means Users Acceptance Certificate to be creat by the bidder and certify by WTL Coordinator Registering Officer, District Register and NIC (before uploading documents).
- "Interest rate" means "364 days Government of India (GoI) Treasury Bills" rate.
- "Law" shall mean any Act, notification, Bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of West Bengal or any other Government or regulatory authority or political subdivision of government agency.
- **"LOI"** means issuing of Letter of Intent shall constitute the intention of the WTL to place the Purchase Order with the successful bidder.
- "Operator" means the company providing the services under Agreement.
- "**Period of Agreement**" means four months from the date of acceptance of order or xxxxx, whichever is earlier.
- "Requirements" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- "Service" means provision of Contracted service viz., operation, maintenance and associated services for DEPLOYED SYSTEMS as per Section titled "Scope of Work "
- "Termination Notice" means the written notice of termination of the Agreement issued by WTL
- "WTL" means Webel Technology Limited a Gov. of W. Bengal undertaking.

## 2. Pre Bid Meeting

Pre Bid Meeting will be held on 09.02.2024 at 12.00 Hrs. (On-Line Meeting). Bidder can send their queries as per format (Section - L) to Manager (Purchase) (purchase@wtl.co.in). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. Interested 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 and will inform of changes if any.

#### 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 being summarily rejected.

#### 5. Amendment of Bid Document

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

#### 6. Modification and Withdrawal of Bids

As per the bidding process available in the tender.

### 7. Language of Bid & Correspondence

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

## 8. Earnest Money Deposit (EMD)

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

#### 9. 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.

#### 10. Forfeiture of EMD

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

- a) If Bidder withdraws the proposal after bid submission deadline.

  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
- b) If Bidder violates any of the provisions of the terms and conditions of the proposal.
- c) In the case of a successful Bidder, if Bidder fails to:

- Accept the work order along with the terms and conditions.
- Furnish performance security.
- Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- 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, the Bidder will be debarred from participating in any job for a period of one year.

#### 11. Forms And Formats

The various inputs for the Techno Commercial as Financial Bid 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 should be used to convey the said information. For all other cases, the bidder shall design a form to hold the required information.

#### 12. Lack of Information to Bidder

The bidder shall be deemed to have carefully examined the Bid document to his entire satisfaction. Any lack of information shall not in any relieve the bidder of his responsibility to fulfill his obligation under the bid. If bidder has any queries relating to bid document then he can send the queries before the Pre Bid Meeting.

#### 13. Contract Execution

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

The contractor will raise necessary invoice for payment as per payment terms. On successful completion of contractual work the warranty period count down will start. The warranty service support will have to be provided for the period as mentioned from the date of Acceptance of the completed work by the WTL and the Directorate.

#### 14. Time Schedule for Delivery

- (A) Submission of SRS within 15 days after awarding of contract.
- (B) Submission of the Software for STQC certification within 45 working days after approval of the SRS.
- (C) Deployment of the software within 15 days after STQC certification.
- (D) Delivery & installation of hardware infrastructure to SDC 4-6 weeks after awarding contract.

### 15. Liquidated Damage

In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the bidder for sum not less than 0.5% of the contract value, each week or part thereof, subject to a ceiling of 10% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party. The difference of cost incurred by WTL will be recovered from the bidder and PBG will be invoked.

#### 16. Penalty

- 1. Delay in system study and submission of SRS
- 2. Delay in submission of the software for STQC
- 3. Delay in Go-live
- 4. Delay in hardware delivery and installation.

#### 17. Liability

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

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

#### 18. Patents & Copyright

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

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

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

### 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 Practices

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the 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. 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.

#### 25. Safety Measures

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

## 26. Equipment

All tools & tackles necessary for the work shall have to be provided 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.

## 27. Sub-Contract

Webel Technology Limited (WTL) does not recognize the existence of Sub-Contractors. The Contractor's responsibilities are not transferable.

#### 28. 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 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.

## 29. 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.

#### 30. 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 anylocal state or national government authority
- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster

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

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

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

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

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

#### 31. Performance Bank Guarantee (PBG)

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

## 32. Contractor's Responsibilities

Refer Section - B

# 33. Purchaser's Responsibilities

Refer Section - B

## 34. 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.

#### 35. Grafts, Commissions, Gifts, etc.

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

#### 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 herein 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. Failure to 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 VAT/Service Tax.
   However the rate and quantum of taxes should be indicated separately in the
   Financial Bid / bill. The Purchaser shall reimburse taxes and levies at actual as
   applicable at the time of payment.
- The Purchaser shall be authorized to deduct any tax as applicable from the bidder from the bidder's payment.
- For the purpose of the Contract, it is agreed that Contract Price specified in Financial Bid, is based on the taxes & duties and charges prevailing at the date one day prior to the last date of Bid submission date. If any rate of tax changes and new tax rate is introduced then it will be accessed on the Bidder in connection with the performance of the Contract, an equitable adjustment of the Contract Price or deduction there from as the case may be.
- Deduction of all statutory and necessary Tax from each bill will be made as per Act/Government Order prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the Company.
- Bidder submitting a tender shall produce up to date Service Tax, Income Tax and Professional Tax Certificate in the standard form from the Tax Authority or a Certificate that the assessment is under consideration. All such clearance certificates shall remain valid on the last date of permission.

## 39. Discrepancies in Bid

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

#### 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 shall 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 following the procedure mentioned hereinabove.

## 44. WTL's Right to Reject any or all Bids

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

#### 45. Bid Currencies

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

#### 46. Price

- Price should be quoted in the Financial Bid format only. No deviation in any form in the Financial Bid is acceptable
- Percentage/specified amount of taxes & duties should be clearly mentioned otherwise WTLreserves the right to reject such vague offer.
- Price to be quoted inclusive of all 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 selected 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 vendors 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 specification 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 before the Pre Bid Meeting in a separate sheet along with his bid document.

- 52. Tender should be submitted in accordance with the following instructions:
  - Tenders should be submitted in the prescribed forms. Digital signatures should be used. Where there is conflict between the words and the figures, the words shall prevail.
  - 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.
  - Tender bids should be submitted as per the time schedule given in Section D.
  - Tender bids made subject to any conditions or stipulations of the bidder are liable to be rejected.
  - Each and every page of the tender document must be signed with company seal by the bidder.
  - Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter.

#### 53. Final Inspection

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

## 54. Site Inspection

Bidder can inspect (at their own cost) the sites if required, for which they have to take necessary permission from Directorate in writing. WTL will organize such permission. Necessary space for the work by the selected service providers will be arranged by the Registration office.

#### 55. Clarification of Bid

During evaluation of the bids, the Customer/Tender Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response should be in writing (fax/email). No change in the quoted bid price is permitted.

#### 56. Compliance with Law

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 contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

#### 57. 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.

#### 58. Deemed Acceptance

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

### 59. Quality Control

- The contractor is obliged to work closely with WTL and/or IGR staff, act within its authority and abide by directive issued by them on implementation activities.
- The contractor will abide by the safety measures and free WTL and IGR from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their negligence. The bidder will pay all indemnities arising from such incidents and will not hold WTL and IGR 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/IGR.
- Directorate/WTL reserves the right to inspect all phases of contractor's operation
  to ensure conformity to the specifications. WTL shall have engineers, inspectors
  or other duly authorized representatives made known to the contractor, present
  during the progress of the work and such representatives shall have free access
  to the work at all times. The presence or absence of representatives of WTL does
  not relieve the contractor of the responsibility for quality control in all phases.
- The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

#### 60. General Terms

- (i) All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- (ii) All the documents to be submitted by the bidder along with their offer should be duly
  - authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and WTL reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
- (iii) No Technical/Commercial clarification will be entertained after opening of the tender.
- (iv) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/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.
- (v) 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.
- (vi) WTL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
- (vii) WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- (viii) No dispute by the bidders in regard to Technical/Commercial points will be entertained by WTL and decision taken by the Tender Committee will be final.
- (ix) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- (x) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.

- (xi) The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
- (xii) The bidder must be present at the time of opening of the Tender. We are not answerable for any queries of any bidder who remain absent at that time.
- (xiii) The customer at its discretion may extend the deadline for submission of bids.
- (xiv) 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

# SECTION – F TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

#### 1. EVALUATION PROCEDURE

- The Eligibility Criteria (Section C) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- The Tender Committee would evaluate the Techno Commercial Evaluation. In order to facilitate the evaluation. The marking scheme presented is an indication of the relative importance of the evaluation. Bidders securing a minimum of 80 marks in the Techno Commercial Evaluation will only be considered for further evaluation.
- After qualifying in Techno Commercial Evaluation, qualified bidders will only be considered for Financial Bid evaluation.

#### 2. Techno Commercial Evaluation Criteria

The Evaluation shall be made based on the following criteria:

Description	Max Scor E	Details	Break Up
A. Organization Cap	pacity		
The bidder shall have executed "Similar Nature" of in last 05 (Five) financial years (considering FY 2018-19, 2019-20, 2020-21,2021-22, 2022-23) in 10 to 20 Government Department /PSU/ Autonomous Body. References order copy with the completion certificate for the project to be provided  Proof of Job carried 30		10	
out		The bidder shall have executed "Similar Nature" of in last 05 (Five) financial years (considering FY 2018-19, 2019-20, 2020-21,2021-22, 2022-23) in <b>21 to 30</b> Government Department /PSU/ Autonomous Body . References order copy with the completion certificate for the project to be provided	20
		The bidder shall have executed "Similar Nature" of in last 05 (Five) financial years (considering FY 2018-19, 2019-20, 2020-21,2021-22, 2022-23) in <b>31 to 40 onwards</b> Government Department /PSU/ Autonomous Body . References order copy with the completion certificate for the project to be provided	30
B. Manpower			
1.The bidder should have minimum 50 nos		Manpower 51-100 nos.	5
manpower in pay roll	15	Manpower 101-250 nos.	10
		Manpower 250 onwards	15

	•		
2. The bidder should	15	Software Developer 5-10 nos.	5
have minimum 5 nos software developer in		Software Developer 11-15 nos.	10
pay roll		Software Developer 15nos. above	15
C.Certification			
Bidder should have	5	CMMI3 certificate	5
Cmmi3 Level			3
D. Technical underst	tanding (l	Power Point Presentation – Maximum 10 minutes) *	
		Understanding of current project	10
	35	Proposed value additions in the solutions	5
	00	Built in features in the proposed solution for quality assurance	5
		Built in features in the proposed solution for data and process security	10
		Software Development life cycle management plan	5

<sup>\*</sup>Marks on Technical Understanding will be awarded based on the technical presentation.

#### 3.FINAL EVALUATION & AWARDING OF CONTRACT

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

#### **4.POST QUALIFICATION:**

The determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualification, as well as other information WTL deems necessary and appropriate. This determination may include visits or interviews with the Bidder's client's reference in its bid, site inspection, and any other measures. At the time of post-qualification, Directorate of Registration and Stamp Revenue 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.

#### 5. TECHNICAL PRESENTATION

The eligible bidders shall give a technical presentation to portray their understanding of the scope of work & responsibility for the same in front of the Technical Evaluation Committee/Customer. The date, time and venue of technical presentation for the eligible bidders will be intimated in due course. Bidder has to give atechnical presentation of following points:

- Understanding of current Project
- Quality control
- Overall presentation

## SECTION-G

### **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
WebelTechnologyLimited
Plot- 5,Block-BP,Sector-V,
SaltLake City,
Kolkata-700091.

Sub: Development and Implementation of Document Management System (DMS) on open source platform for Directorate of Registration and Stamp Revenue, Finance Department, Government of West Bengal, in the state of West Bengal.

#### Dear Sir,

- We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/IGR/DSRD/23-24/065 dated 03.02.2024, do hereby propose to execute the job as per specification as set forth in your Bid documents.
- 2. The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.
- 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 EMD & Tender Fee amount online through e-Tender portal.
- 5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
- 6. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
- 7. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid (BOQ).
- 8. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated,	this	day	7 of	 .2024

Thanking you, we remain,	
Yours faithfully	
Signature	
Name in full	
Designation	
	Signature & Authorized Verified by
	Signature
	Name in full
	Designation
	Designation
	Company Stamp

#### SECTION - H

#### **GUIDANCE FOR E-TENDERING**

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

### • Registration of Bidder:

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to https://wbtenders.gov.in. The Bidder is to click on the link for e-Tendering site as given on the web portal.

## • Digital Signature Certificate (DSC):

Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.

• The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

#### • Participation in more than one work:

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If, found to be applied severally in a single job all the applications will be rejected.

#### • Submission of Tenders:

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

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

## **Techno Commercial Cover:**

#### Technical Documentl

- 1. Copy of online receipt of Earnest Money Deposit (EMD)
- 2. Copy of online receipt of Tender Application Fee
- 3. Bid Form as per format (Section G)

#### **Technical Document2**

- 1. Copy of N I T duly stamped & signed
- 2. NIT DECLARATION SECTION O

### Financial Cover:

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

# NON-STATUTARY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:

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

S1. No	Category Name	Sub Category Name	Sub Category Description
Ā	CERTIFICATES	A1. CERTIFICATES	<ul> <li>GST Registration Certificate</li> <li>PAN</li> <li>Trade License</li> <li>As required</li> </ul>
В	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul> <li>Document as per Clause – 1 of Section – C</li> <li>Declaration as per Clause no. 2 of Section – C</li> <li>Declaration as per Clause no. 8 of Section – C</li> </ul>
		B2. COMPANY DETAILS 2	<ul> <li>Order copies as per evaluation criteria (Section – F)</li> </ul>
С	CREDENTIAL	CREDENTIAL 1	<ul> <li>Order copies &amp; Completion Certificates as per Clauseno. 4 of Section – C</li> </ul>
		CREDENTIAL 2	<ul> <li>Contact details as per Clause no. 9 of Section – C</li> </ul>
D	DECLARATION	DECLARATION 1	<ul> <li>Auditor Certificate for IT &amp; ITES turnover statement asper Clause no. 9 of Section – C</li> </ul>
		DECLARATION 2	<ul> <li>Financial Capability of Bidder as per format (Section – J)</li> </ul>
		DECLARATION 3	Bidder's Details as per format (Section – K)
		DECLARATION 4	Technical Capability of the Bidder (Section – I)
		DECLARATION 5	Declaration of preference of cluster
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

## SECTION - I

#### FORMAT FOR TECHNICAL CAPABILITY OF BIDDER

(Tender No. WTL/IGR/DSRD/23-24/065 dated 05.02.2024)

S1. N o.	Project Name	Start Date	End Date / Status	Brief description of project & scope of work implementation, operation& maintenance)	Type of project	Approx value of the project	Contact details of the Customer

Authorized Signatory (Signature In full):		
Name and title of Signatory:		
Stamp of the Company:		

#### Note:

- A. Type of Project shall indicate the implementation of services implementation of Creation of Metadata for the Legacy Documents (Supply, installation, Digitization and Document upload implementation).
- B. Scope of work shall indicate whether it is implementation, Operation or maintenance.
- C. Submit Customer Order Copy details of the order indicating the project value, customer contact details, project completion certificate, customer satisfaction certificate etc.

# **SECTION - J**

## FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/IGR/DSRD/23-24/065 dated 05.02.2024) FINANCIAL INFORMATION

CI No	Name of the Bidder	Turnover (Rs. / Crores)			
Sl. No.		2020-21	2021-22	2022-23	
1					

Authorized Signatory (Signature In full):	
Name and title of Signatory:	
Stamp of the Company:	

## Note:

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

# **SECTION - K**

## FORMAT FOR BIDDER'S DETAILS

(Tender No. WTL/IGR/DSRD/23-24/065 dated 05.02.2024)

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	
	PAN	
	Fax Number	
	E-mail	
4		
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	
1	a Government/ Public Sector Undertaking	
	a propriety firm	
	<ul> <li>a partnership firm (if yes, give partnership</li> </ul>	
	deed)	
	<ul> <li>a limited company or limited corporation</li> </ul>	
	a member of a group of companies, (if	
	yes, give	
	<ul> <li>name and address and description</li> </ul>	
	of other companies)	
	<ul> <li>a subsidiary of a large corporation (if yes</li> </ul>	
	give the name and address of the parent	
	organization). If the company is subsidiary,	
	state what involvement if any, will the	
	parent company have in the project.	
8	Is the firm registered with Sales Tax department?	
	If yes,	
	submit valid GST Registration certificate.	
9	Is the firm registered for Service Tax with Central	
	Excise	
	Department (Service Tax Cell)? If yes, submit valid	
	ServiceTax registration certificate.	
10	Total number of employees. Attach the	
	organizational chartshowing the structure of the	
<u> </u>	organization.	
11	Are you registered with any Government/	
	Department/Public Sector Undertaking (if yes,	
12	give details)	
14	How many years has your organization been in	
	business under your present name? What were	
	your fields when you	
L	established your organization	

13	What type best describes your firm? (Purchaser	
	reserves the right to verify the claims if necessary)	
	<ul> <li>Manufacturer</li> </ul>	
	<ul><li>Supplier</li></ul>	
	<ul> <li>System Integrator</li> </ul>	
	<ul><li>Consultant</li></ul>	
	<ul> <li>Service Provider (Pl. specify details)</li> </ul>	
	<ul> <li>Software Development</li> </ul>	
	<ul> <li>Total Solution provider (Design,</li> </ul>	
	Supply ,Integration, O&M)	
	IT Company	
14	Number of Offices in district head quarters in West	
16	Bengal	
15	Is your organization having ISO 9001:2015 certificates?	
16	List the major clients with whom your organization	
	has been	
	/ is currently associated.	
17	Have you in any capacity not completed any	
	work awarded to you? (If so, give the name of	
	project and reason for not	
	completing the work)	
18	Have you ever been denied tendering	
	facilities by any Government / Department /	
	Public sector Undertaking?	
	(Give details)	

uthorized Signatory (Signature In full):	
ame and title of Signatory:	
ompany Rubber Stamp:	

## SECTION - L

## PROFORMA FOR PRE-BID MEETING QUERIES

(Tender No. WTL/IGR/DSRD/23-24/065 dated 05.02.2024)

Name of the Bidder:

Queries

Sl. No.	Sectio n No.	Claus e No.	Page No.	Queries

Authorized Signatory (Signature In full):	
Name and title of Signatory:	
Company Rubber Stamp:	

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

## **SECTION - M**

# 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 extent of Rs (Rupees) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions contained in the said Work Order No dated of which breach the opinion of the Purchaser shall be final and conclusive.
(2) AND WE,DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum ofRupees) only as may be specified in such demand, in the event of the Contractor failing or neglecting to execute fully efficiently and satisfactorily the order for Work Order no. , dated
(3) WE further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said Work Order No dated including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No dated have been fully paid and its claims satisfied or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No dated
have been fully and properly carried out by the said contractor and accordingly discharged the guarantee.  (4) We the Guarantor undertake to extend the validity of Bank Guarantee at the request of the contractor for further period of periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.
(5) The liability under the Guarantee is restricted to Rs (Rupees 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

- (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.

` '	in above, our liability under this guarantee is restricted to Rs.  ) only and our guarantee shall remain in force up to
and unless a demand or claim under the guara	ntee is made on us in writing on or before all your and we shall be relieved and discharged from all liabilities there
	ke not to revoke this guarantee during the currency except with the In witness whereof wehave set andday of
	SIGNED, SEALED AND DELIVERED
WITNESS 1)	(Stamp of the executants)
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 Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non-Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
- 2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
- 3. The B.G. should be executed by a Nationalised Bank/RBI 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.

## SECTION - N

# **BILL OF WORK TO BE DONE**

<u>S</u> 1. No.	Item Description	Unit	Qnty
1	Development of DMS as per requirement including STQC	No	1
	certification.(Including Trainning and hardware infrastructure in SDC)		
2	DMS Support for 2 years after go-live.	Year	2

## <u>SECTION - O</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.

Sub: Development and Implementation of Document Management System (DMS) on open source platform for Directorate of Registration and Stamp Revenue, Finance Department, Government of West Bengal, in the state of West Bengal.

Dear Sir.

Thanking you, we remain

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/IGR/DSRD/23-24/065 dated 05.02.2024 for Development and Implementation of Document Management System (DMS) on open source platform for Directorate of Registration and Stamp Revenue, Finance Department, Government of West Bengal 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.

Yours faithfully
Signature
Name in full
Designation
Company Stamp
Dated, thisday of2024