

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING e-TENDER

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

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

| | | |
|-----|---|---|
| 1. | Tender No. & Date | WTL/DSA/DIG-QC/23-24/071 dated 23.02.2024 |
| 2. | Tender Version No. | 1.0 |
| 3. | Brief description of material | Quality Control (QC work) of Digitized Archival Records lying in the custody of Directorate of State Archives, GoWB, Under the Department of Higher Education, GoWB |
| 4. | Tender Fee | Rs. 4,000.00 (Rupees Four thousand only). The amount to be transferred online through e-tender portal. |
| 5. | Earnest Money Deposit | Rs. 60,000.00 (Rupees Sixty thousand only). The amount to be transferred online through e-tender portal. |
| 6. | Date of Downloading/Sale of Tender document | 23.02.2024 |
| 7. | Pre-Bid Meeting date & time | 01.03.2024 at 12.00 Hrs. (On-Line Meeting) <ul style="list-style-type: none">• Pre-Bid meeting will be organizing online platform only.• Only queries as per format (Section - N) reaching WTL by 29.02.2024 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.• Only queries as per format (Section - N) reaching WTL by 29.02.2024 at 15.00 Hrs. will be taken for decision.• Queries will be sent to Purchase Department (purchase@wtl.co.in) |
| 8. | Bid Submission Start date & time | 06.03.2024 at 14.00 hrs. |
| 9. | Last date & time of EMD & Tender Fee submission intimation. | Before Uploading of Tender |
| 10. | Last date & time of Bid Submission | 11.03.2024 at 13.00 hrs. |
| 11. | Date & time of Technical Bid Opening | 13.03.2024 at 13.00 hrs. |
| 12. | WTL Address | WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091. |
| 13. | Contact person | 033-23673403-06 |

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1. Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Tender fee may be remitted online through e-tender portal in favour of “Webel Technology Limited” and also to be documented through e-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 <https://wbtenders.gov.in>.
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – C of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the ‘Tender Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
5. All clarifications / corrigenda will be published only on the <https://wbtenders.gov.in>.

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SECTION – A

SCOPE OF WORK & RESPONSIBILITY

The Directorate of State Archives wants to select an agency through tendering process for quality control (QC) checking of digitized Archival Records lying in the custody at two offices of Directorate of State Archives, Under the Department of Higher Education, GoWB.

The digitization process (using high end book scanner) of 5000000 (Fifty Lakh) archival records is ongoing at two different offices of Directorate of State Archives, Govt. of West Bengal. The digitized images will be handed over to the agency for quality control checking lying in two different offices of the Directorate. Only after completion of prior phase of digitization and 1st level QC by the scanning agency, the same shall be supplied to the prospective bidders (selection will be done through this tendering process) for quality checking of pages / images.

As per project scope of work, the bidder has to undertake the quality control checking of digitized archival records approved by the digitization vendor into phases.

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

Such legacy records have historical / legal values. It is therefore required to protect these documents from decaying due to aging or even loss. Documents are confidential in nature and are accessed only by authorized users / research scholars / officials.

The total process involved Pagination, Scanning, Digitization and Indexing and quality control checking (1st level, 2nd level & final QC) of all these paper-based documents will besides increasing shelf-life for many years, help for easy retrieval of records, security, research and versatile report generation.

A. The steps in this stage of the process are as follows:

Quality Control: three layers QC

- a) First Layer- Third party (selected through another tendering process, the bidder for this tender shall not participate for the tender of second layer QC job).
- b) Second Layer QC- WTL (prospective bidders through this tendering process).
- c) Third Layer QC- to be done by Directorate of State Archives, Government of West Bengal.

B. Location of Documents and site of scanning job.

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

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

Working time will be allowed in one shift from 9.00 AM to 6.00 PM (consider 6 working days per week) at both the premises of State Archives.

C. Documents collection

The Bidder shall collect the file / documents mentioned in the scope of work from the concerned department of DSA (Directorate of State Archives) official and maintain Log Register for documents collected and returned along with DSA officials. While collection, the following details should be entered into the log register:

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- a. Date of collection
- b. Expected date of return
- c. Actual date of return
- d. Collected from and signature
- e. Collected by and Signature
- f. Returned to and Signature
- g. Date of return
- h. Any other details shall be decided before start of project.

D. The selected bidder shall ensure following QC activities in this stage:

1. Physical QC (verification of scanned images in respect to the physical documents) to be done as per the requirement of the Directorate.
2. No page has been scanned twice. Payment for extra scanning / QC will not be made to the selected bidder.
3. Ensure that blank pages are not scanned
4. Check scanned records for dpi image , quality, format, Noise removal etc
5. 100 % on screen validation for all scanned images and submit the log in excel format for 100 % QC work done along with QC certificate.
6. Check of QC that all records obtained from the directorate have been scanned and no document has been missed out.
7. The selected bidder shall provide a QC module within its application software for quality check at no extra cost to the end customer.
8. The selected bidder shall appoint skilled and qualified manpower for QC purpose and not get QC done by exiting agency that have scanned and done metadata entry. Bidder shall depute at least 4 persons (3 For Bhavani Dutta Lane, Kolkata – 700073 and 1 for Shakespeare Sarani, Kolkata – 700017) so that project may be completed within stipulated time frame. The remuneration / salary of QC personals (deputed at the directorate) will be the full responsibility of the L1 bidder. No extra cost will be entertained except per image QC cost as per the rate discovered through this tender. Remuneration should be complied with Govt GOs for QC personnel deputed at Directorate of State Archives. Per image cost QC cost will be quoted by the bidders including the remuneration costs of deputed personnel. No extra payment will be claimed by the L1 bidder from the Directorate for remuneration. Day to Day attendance of the deputed personnel will be mailed to the concerned authority of the Directorate.
9. Bidder shall check for the quality of the image
10. The image should not be too dark / too light
11. The image should not have been captured under improper lighting.
12. The image should not be cropped from any side
13. The orientation of the image should be right
14. The image should be in correct color mode
15. The color is consistent in all the images and not patchy
16. The image should not be skewed
17. The image should not be blurred
18. The image should not have excessive noise
19. There should not be any data loss due to folds
20. There should not be any data loss due to tight binding and bulge at the centre
21. There should not be extra darkness at the edges
22. There should not be unwanted black vertical lines on the scanned images
23. Images should be scrutinized by us in detail for any other kind of issue in the scanned images
24. The bidder shall also check that all records obtained from the department have been scanned and
25. No document has been missed out

E. RESPONSIBILITY OF THE BIDDER / AGENCY for QUALITY CONTROL:

A number of quality checks will have to be put in place in order to ensure the quality and validity of the scanned data. At the first level, the partner / agency will have to conduct quality control of the following:

Image quality checks Validation of the image against the original data.

IMAGE QUALITY CHECK: The bidder would need to ensure that the quality of the scanned images is enhanced to the optimum level. The quality control operators would need to follow a checklist comprising the following:

- Clarity of the scanned documents.

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- It is mostly a visual quality check of the record for visibility, readability etc.
- Skew correction to make the documents straight
- Remove black noises around the text
- De-speckle (remove small dots between the text)
- Provide equal margins around the text
- Brightness and contrast adjustment
- Folds removal
- Maintain prescribed resolution in case the output of the scanned document is not satisfactory, the operator would rescan the document at a higher resolution.
- Validation of the image against the original data.
- Check for missing documents if any
- Check whether the images are as per the document sequence and its resolution by electronically rearranging the sequence
- Check the visual quality of the image vis-à-vis the original document. These will be carried out by operators
- At a second level, a supervisory level staff of the partner either individually or jointly with a designated official of Directorate of State Archives will conduct a verification of the scanned images with the original documents on a sample basis. If the error at this stage is greater than a threshold level of 2%, the whole batch will have to be individually checked. The errors generated and the corresponding resolution will have to be noted in an error log which has to be maintained at each site and will be the responsibility of the respective Office.
- The required periodicity, sampling ratio and the threshold level for errors will be specified by the department / directorate in discussion with the selected partner before the start of the project. Upload data on server post completion of the cleansing and quality control, the data would be required to be hand over to digitization vendor for uploading in Hard Drive / Server / SAN installed at Directorate of State Archives, GoWB.
- The bidder would be required to maintain and submit MIS reports to the department on a periodical basis during the execution of the project. The MIS reports would need to be submitted in formats specified by the directorate from time to time
- While doing quality control checking the important parameter is DPI, which has to be precisely checked.
- The Directorate of State Archives shall provide the necessary space in the two premises and the infrastructures (computers / printers electrical connections, tables, chairs etc. as per the requirement).
- The Directorate shall deploy a nodal officer to supervise / compile the task as per terms and conditions of bid.
- The Directorate shall do the overall supervision of the project.
- The bidder shall verify the number of documents for which work has been complete in all respect.
- The successful bidder shall be responsible for the damage of the documents (if any) during the quality control checking of the documents. If any damage / misplacement / theft / torn etc. occur, the firm has to bear the penalty decided by the Directorate.
- Bidder shall receive the documents from the directorate for the QC job and return back to the directorate after the QC in the exact order and the exact form, they received.
- Firm shall report about the progress of the project weekly in written to the Directorate of State Archives..
- Firm shall be responsible for completion of the project as per the scheduled time.
- The successful bidder shall be responsible for the quality of the scanned images.
- The successful bidder has to deliver the deliverables as specified in the document
- The successful bidder has to deploy sufficient resources at the two places of the scanning to meet out the project requirements. The firm shall depute a dedicated on-site nodal officer to look after the entire operation with no other responsibility to it. The nodal officer shall coordinate with the designated officer of the Directorate.
- Firm shall be responsible for insurance of equipment or liabilities.
- The collected data would be the property of Directorate and the firm cannot use the data without prior permission of the Directorate of State Archives.
- The firm / agency would not be allowed to copy and to take out any data with respect to the project.

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- Firm has to do image clearing (if needed) like removing the grayness in the background, removing scratches, increasing the contrast, brightness, increasing the color saturation etc to increase the quality of the image.
- The firm has to bear all the cost related to the process as per the scope of the work. The Directorate shall not be responsible for additional cost regardless of the conduct or outcome during the execution of said work.
- The training is important and integral part of this project. The successful bidder would provide comprehensive ten days training to the officers / officials nominated by the concerned directorate.
- The firm shall at its own cost provide the necessary consumables, including paper, ink and spares required for maintaining and operating its machinery / equipment for smooth execution of quality control job for scanning / digitization of records. The firm shall make its own arrangements for safety / security of the equipment and also keep them incurred against theft, fire and damages.

F. Handover of documents (back to department officials)

After completing quality check of scanned images, all the documents should be handed over to the department / directorate in their original condition. Appropriate entries should be made in the inward / outward register in presence of the bidder representatives and DSA officials.

G. Non escalation of Price

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

H. Quantity or Place variation

The Vendor may be asked to provide the same services at the same rate at different places and / or at the same places within this price validity period, which they are bound to accept.

I. Project Implementation Schedule

| Sl. No. | Project Milestone | Timeline (Calendar days) |
|---------|--|--------------------------|
| 1 | Issue of Letter of Intent (LoI) to successful Bidder | T |
| 2 | Submission of PBG | T+7 days |
| 3 | Deployment of resources to Start Quality control job | T+10 days |

J. Payment:

1. The payment will be made after Completion of successful quality control of the images, QC check by the end customer (after level 3 QC), handover of final QC documents to the department and back-to back basis i.e., on receipt of corresponding payment by WTL from the end customer. Payments shall be processed for number of images passed through final QC by the authority.
2. The verification of the documents scanned, passed through final QC and entered into the system shall be done by the nodal officer (State Archives officer) concerned.
3. Payment = [Number of images (pages) correctly passed QC in a department * rate per image (page) as quoted in the commercial bid.]
4. Deduction of all statutory and necessary taxes from each bill will be made as per Government Rules prevailing at the time of payment.

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

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SECTION – B

ELIGIBILITY CRITERIA

1. The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary evidence to be submitted.
2. The bidder should have their presence in an around Kolkata with own office for minimum period of five continuous years. Valid proof should be submitted along with the bid.
3. The bidder should have valid GST Registration Number & PAN. Bidder shall have to submit photocopy of the documents.
4. The bidder shall have executed “Similar Nature” of one order an amount not less than Rs.25.00 Lakhs in total in last three financial years (considering FY – 2020-21, 2021-22 & 2022-23) in Government Department / PSU / Autonomous Body any reputed organization. References order copy, completion certificate copy, and payment certificate copy depicting deduction made if any for the project to be provided.

Or

The bidder shall have executed “Similar Nature” of two orders in total amount not less than Rs. 35 Lakh in last three financial years (considering FY - 2020-21, 2021-22, 2022-23) in Government Department / PSU / Autonomous Body any reputed organization. References order copy, completion certificate copy, and payment certificate copy depicting deduction made if any for the project to be provided.

Or

The bidder shall have executed “Similar Nature” of three orders in total amount not less than Rs. 40 Lakh in last three financial years (considering FY - 2020-21, 2021-22, 2022-23) in Government Department / PSU / Autonomous Body any reputed organization. References order copy, completion certificate copy, and payment certificate copy depicting deduction made if any for the project to be provided.
5. Bidder should have own office contact number. Office details with number & detailed escalation matrix to be submitted. Bidder shall have to submit the Complain / Call escalation matrix in their own letterhead with undertaking.
6. The bidder should have an average annual turnover of not less than Rs.1.00 crore each year in the last three financial years (considering FY – 2020-21, 2021-22, 2022-23). Bidder shall have to submit Audited Balance Sheet / Audited Accounts / Auditor Certificate in support of their claim.
7. The bidder shall have Quality Certificate (ISO 9001:2015). Copy of valid Certificate to be submitted and validity should remain up to completion of job.
8. The bidder shall submit Bid Form (Section – E) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
9. The bidder shall submit NIT Declaration for Bidder (Section – P) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
10. The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal. Declaration on bidder’s letter head to be submitted.

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SECTION – C

DATE AND TIME SCHEDULE

| Sl. No. | Particulars | Date & Time |
|----------------|---|----------------------------|
| 1 | Date of uploading of N.I.T. & other Documents (online) (Publishing Date) | 23.02.2024 |
| 2 | Documents download/sale start date (Online) | 23.02.2024 |
| 3 | Last Date and time of sending the queries (Offline) | 29.02.2024 at 15.00 hrs. |
| 4 | Pre-Bid Meeting at WTL Office (Off Line) | 01.03.2024 at 12.00 hrs. |
| 5 | Corrigendum, if any will be published (On Line) | - |
| 6 | Bid Submission start date & time (On line) | 06.03.2024 at 14.00 hrs. |
| 7 | Last Date & time of submission of Earnest Money Deposit & submission of remittance details | Before Uploading of Tender |
| 8 | Last Date & time of submission of Tender Fee & submission of remittance details | Before Uploading of Tender |
| 9 | Bid Submission closing date & time (On line) | 11.03.2024 at 13.00 hrs. |
| 10 | Bid opening date & time for Technical Proposals (Online) | 13.03.2024 at 13.00 hrs. |
| 11 | Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any | - |
| 12 | Date for opening of Financial Bid (Online) | - |

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SECTION – D

INSTRUCTIONS TO BIDDER

1. DEFINITIONS

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

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

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

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

“Contract” is used synonymously with Agreement.

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

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

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

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

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

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

“GoI” shall stand for the Government of India.

“GoWB” means Government of West Bengal

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

“DSA” means Directorate of State Archives.

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

“Project” means Quality Control of Digitized Archival records lying in the custody of Directorate of State Archives.

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

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

“Similar Nature” means Quality control of Digitized Archival records or Digitization of Archival records with Quality control process of all paper-based archival records..

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

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

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

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

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

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

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

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

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

2. PRE BID MEETING

Pre Bid Meeting will be held on 01.03.2024 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. Interest bidders are requested to send mail to (purchase@wtl.co.in) for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.

3. COST OF BIDDING

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

4. BID DOCUMENT

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

5. AMENDMENT OF BID DOCUMENT

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

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documents.

6. MODIFICATION AND WITHDRAWAL OF BIDS

The bidder cannot modify or withdraw its bid after submission.

7. LANGUAGE OF BID & CORRESPONDENCE

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

8. BIDDER'S SOLUTION

The bidders are requested to study the Bill of Material supplied with this document carefully. While working out the solution the bidder has to work with the broad minimum specification provided in the tender documents, conforming to the model, make and Part number (wherever provided). While submitting the bid the bidder has to detail out all components needed to complete the system BOM. The bidder is required quote for each item retaining all major components/sub system detailed and specified. As the contractor will be responsible for smooth functioning of the system, availability of spares during the tenure of the warranty period have to be take care by the contractor to maintain the guaranteed uptime.

9. EARNEST MONEY DEPOSIT (EMD)& TENDER FEE

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

10. REFUND OF EMD

EMD will be refunded to the unsuccessful bidders without interest by following guidelines of circular 3975-F(Y) dated 28/07/2016 on final selection of Successful Bidders.

11. FORFEITURE OF EMD

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

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

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

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

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

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

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

12. FORMS AND FORMATS

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

13. LACK OF INFORMATION TO BIDDER

The bidder shall be deemed to have carefully examined the Bid document to his entire satisfaction.

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Any lack of information shall not relieve the bidder of his responsibility to fulfill his obligation under the bid. If bidder has any queries relating to bid document, then he can send the queries before the Pre Bid Meeting.

14. CONTRACT EXECUTION

On receipt of the Letter of Award the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 10% of the total contract value within three weeks from the date of receipt of Letter of Award/Order. The PBG should be valid for six month more than the warranty period. All delivery of the material will have to be completed within 30 days from the date of acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within 90 days from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per BOM.

15. TIME SCHEDULE FOR QUALITY CONTROL OF DIGITIZED ARCHIVAL RECORDS AND FINAL SUBMISSION PROCESS

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

16. LIQUIDATED DAMAGE

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

17. LIABILITY

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

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

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

18. PATENTS & COPYRIGHT

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

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

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

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materials the amount paid by WTL for the materials. These will be Contractor's entire obligation regarding any claim of infringement.

19. SUSPENSION OF WORK

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

20. TERMS OF PAYMENT

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

21. GOVERNING LAWS

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

22. CORRUPT OR FRAUDULENT PRACTICES

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

23. BINDING CLAUSE

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

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

24. WORKMEN'S COMPENSATION

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

25. CONTRACTOR'S EMPLOYEES

The Contractor shall comply with the provision of all labour legislation including the requirement of the payment of Wage Act 1936 and the rules framed there under and modifications thereof in respect

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of men employed by him in carrying out the contract. The Contractor must ensure that he complies with PF, ESI regulation for all his deployed employees. The Contractor shall see that all authorized Sub Contractors under him similarly complied with the above requirement.

26. SAFETY MEASURES

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

27. EQUIPMENT

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

28. SUB-CONTRACT

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

29. TERMINATION FOR DEFAULT

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

30. BANKRUPTCY

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

31. FORCE MAJEURE

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

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

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- 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.

32. INSURANCE COVERAGE

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

33. PERFORMANCE BANK GUARANTEE (PBG)

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

34. SI/BIDDER/CONTRACTOR'S RESPONSIBILITIES

Refer Section – A (SCOPE OF WORK)

35. NO WAIVER OF RIGHTS

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

36. ENFORCEMENT OF TERMS

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

37. PERIOD OF VALIDITY OF OFFER

For the purpose of placing the order, the proposals shall remain valid till 180 days. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, WTL may ask for extension of the period of validity and such a request shall be binding on Bidders. WTL's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such

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an extension will not be permitted to increase its rates.

38. TAXES & DUTIES

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

39. DISCREPANCIES IN BID

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

40. BID DUE DATE

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

41. LATE BID

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

42. OPENING OF BID BY WTL

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

43. CONTACTING WTL

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

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

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

45. BID CURRENCIES

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

46. PRICE

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

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- Percentage/specified amount of taxes & duties should be clearly mentioned otherwise WTL reserves the right to reject such vague offer.
- Price to be quoted inclusive of supply, installation & commissioning charges.

47. CANVASSING

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

48. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

49. FORMATS AND SIGNING OF BID

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

50. WITHDRAWAL OF BID

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

51. INTERPRETATION OF DOCUMENTS

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

52. SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK

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

53. PREPARATION OF TENDER

Tender shall be submitted in accordance with the following instructions:

- a) Tenders shall be submitted in the prescribed forms. Digital signatures shall be used. Where there is conflict between the words and the figures, the words shall govern.
- b) All notations must be in ink or type written. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons signing the tender.
- c) Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral, telegraphic or telephonic proposals for modifications will be acceptable.
- d) Tenders shall be uploaded as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders.
- e) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- f) Each and every page of the tender document must be signed with company seal by the bidder.

54. CLARIFICATION OF BIDS

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

55. COMPLIANCE WITH LAW

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The contractor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required.

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

56. ERASURES OR ALTERNATIONS

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

57. FINAL INSPECTION

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

58. LOCATION DETAILS

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

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

59. SITE INSPECTION

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

60. QUALITY CONTROL

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

61. BLACKLISTING OF BIDDER

At the stage of competitive bidding:

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

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

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

At the stage of contract implementation:

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

62. GENERAL TERMS

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

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SECTION – E

BID FORM

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

To

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

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

Dear Sir,

1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/DSA/DIG-QC/23-24/071 dated 23.02.2024, do hereby propose to execute the job as per scope of work as set forth in your Bid documents.
2. The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.
3. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
4. Earnest Money Deposit & Tender Fee: We have transferred EMD amount & Tender Fee 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.

Thanking you, we remain,

WEBEL TECHNOLOGY LIMITED

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

Signature & Authorized Verified by

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

Dated, thisday of2024

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SECTION – F

TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

1. EVALUATION PROCEDURE

- The Eligibility Criteria (Section - B) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- After qualifying in eligibility criteria, qualified bidders will only be considered for financial Bid evaluation.

2. FINAL EVALUATION

Financial Proposal of the bidders qualifying in the evaluation of eligibility criteria will be evaluated. The bidder who has qualified in the eligibility criteria evaluation and returns with lowest quote (L1) in financial bid would normally be awarded the contract subject to Post Qualification.

3. AWARDING OF CONTRACT

An affirmative Post Qualification determination will be prerequisite for award of the contract to the lowest quoted bidder. A negative determination will result in rejection of bidder's bid, in which event the WTL will proceed to the next lowest evaluated bidder to make a similar determination of that bidder's capability to perform satisfactorily. The successful bidder (s) will have to give security deposit in the form of Performance Bank Guarantee.

4. POST QUALIFICATION

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

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SECTION – G

GUIDANCE FOR E-TENDERING

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

1. **Registration of Bidder:**

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

2. **Digital Signature Certificate (DSC):**

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

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

4. **Participation in more than one work:**

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

5. **Submission of Tenders:**

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

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

Techno Commercial Cover:

Technical Document1

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

Technical Document2

1. N I T Declaration duly stamped & signed in bidder's letter head, Section – P
2. Other documents, if any

Financial Cover:

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

WEBEL TECHNOLOGY LIMITED

NON-STATUTORY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:
(In each folder, scanned copy will be uploaded with single file having multiple pages)

| Sl. No. | Category Name | Sub Category Name | Sub Category Description |
|---------|-----------------|-------------------------------|--|
| A | CERTIFICATES | A1. CERTIFICATES | <ul style="list-style-type: none"> • GST Registration Number • PAN • Document as per Section – B |
| B | COMPANY DETAILS | B1. COMPANY DETAILS 1 | <ul style="list-style-type: none"> • Document as per Section – B • Declaration as per Section – B |
| | | B2. COMPANY DETAILS 2 | <ul style="list-style-type: none"> • Company Profile (Not more than 3 pages) • ISO Certificate as per Section –B |
| C | CREDENTIAL | CREDENTIAL 1 | <ul style="list-style-type: none"> • Order copies as per Section – B |
| | | CREDENTIAL 2 | <ul style="list-style-type: none"> • Product brochure • Other documents, if any |
| D | DECLARATION | DECLARATION 1 | <ul style="list-style-type: none"> • List of Clients as per format (Section –N) • Financial Capability of Bidder as per format (Section – J) |
| | | DECLARATION 2 | <ul style="list-style-type: none"> • Document as per Section – B • Other documents, if any |
| | | DECLARATION 3 | <ul style="list-style-type: none"> • Bidder's Details as per format (Section – K) • Office address Details as per format (Section – M) |
| | | DECLARATION 4 | Details of Order as per format (Section – I) |
| | | DECLARATION 5 | Declaration as per Section – B |
| F | FINANCIAL INFO | P/L & BALANCE SHEET 2020-2021 | P/L & BALANCE SHEET 2020-2021 |
| | | P/L & BALANCE SHEET 2021-2022 | P/L & BALANCE SHEET 2021-2022 |
| | | P/L & BALANCE SHEET 2022-2023 | P/L & BALANCE SHEET 2022-2023 |

WEBEL TECHNOLOGY LIMITED

SECTION – H

BILL OF WORK TO BE DONE

| Sl. No. | Description of services / work done | Unit | Quantity |
|---------|---|--------|----------|
| 1 | 2 nd layer QC job based on the scope of work of A1 / A2 / A3 / A4 / legal Sheet images including Editing (if required during QC), supervision, quality control (2 nd level) during the execution of quality control checking. | Images | 01 |

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

WEBEL TECHNOLOGY LIMITED

SECTION – I

DETAILS OF ORDER EXECUTED BY BIDDER

(Tender No. WTL/DSA/DIG QC/23-24/071 dated 23.02.2024)

| Sl. No. | Order No. | Order Date | Order Value | Brief description of items and job details | Completed (Yes/NO) | Name of the Customer | Contact details of the Customer |
|---------|-----------|------------|-------------|--|--------------------|----------------------|---------------------------------|
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Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

- Type of Project shall indicate the implementation of services (Quality Control of Digitized archival records and final submission).
- Scope of work shall indicate whether it is scanning, editing and final submission.
- Submit Customer Order Copy details of the order indicating the project value, customer contact details, project completion certificate, customer satisfaction certificate etc.

WEBEL TECHNOLOGY LIMITED

SECTION – I

FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/DSA/DIG QC/23-24/071 dated 23.02.2024)

FINANCIAL INFORMATION

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

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

WEBEL TECHNOLOGY LIMITED

SECTION – K

BIDDERS'S DETAILS

(Tender No. WTL/DSA/DIG QC/23-24/071 dated 23.02.2024)

| | | |
|----|---|--|
| 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 | |
| | Fax Number | |
| | E-mail | |
| 4 | Is the firm a registered company? If yes, submit documentary proof | |
| | Year and Place of the establishment of the company | |
| 6 | Former name of the company, if any | |
| 7 | Is the firm <ul style="list-style-type: none">▪ a Government/ Public Sector Undertaking▪ a propriety firms▪ a partnership firm (if yes, give partnership deed)▪ a limited company or limited corporation▪ a member of a group of companies, (if yes, give name and address and description of other companies)▪ a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project. | |
| 8 | Is the firm registered with Sales Tax department? If yes, submit valid GST Registration certificate. | |
| 9 | Is the firm registered for Service Tax with Central Excise Department (Service Tax Cell)? If yes, submit valid Service Tax registration certificate. | |
| 10 | Total number of employees. Attach the organizational chart showing the structure of the organization. | |
| 11 | Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details) | |
| 12 | How many years has your organization been in business under your present name? What were your fields when you established your organization | |
| 13 | What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary) <ul style="list-style-type: none">▪ Manufacturer▪ Supplier▪ System Integrator▪ Consultant▪ Service Provider (Pl. specify details)▪ Software Development▪ Total Solution provider (Design, Supply, Integration, O&M)▪ IT Company | |
| 14 | Number of Offices in district headquarters in West Bengal | |
| 15 | Is your organization having ISO 9001:2015 certificates? | |
| 16 | List the major clients with whom your organization has been / is currently associated. | |

WEBEL TECHNOLOGY LIMITED

| | | |
|----|--|--|
| 17 | Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work) | |
| 18 | Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking? (Give details) | |

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – I

PRE-BID MEETING QUERY

(Tender No. WTL/DSA/DIG QC/23-24/071 dated 23.02.2024)

Name of the Bidder:

Queries

| Sl. No. | Section No. | Clause No. | Page No. | Queries |
|---------|-------------|------------|----------|---------|
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Note: The filled form to be submitted in XLS or PDF Format. There is a cut off date for receiving of queries before Pre Bid Meeting. Queries received after the cutoff period will not be accepted. The Purchaser reserves the right to respond all queries over e-mail.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION - M

OFFICE ADDRESS & MANPOWER DETAILS OF BIDDER

(Tender No. WTL/DSA/DIG QC/23-24/071 dated 23.02.2024)

| Sl. No. | Name of Place | Address | Name of Support Personnel | Contact Number |
|---------|---------------|---------|---------------------------|----------------|
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Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – N

LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/DSA/DIG QC/23-24/071 dated 23.02.2024)

| Sl. No. | Name of the Client | Address | Contact Person | Designation | Contact Numbers |
|---------|--------------------|---------|----------------|-------------|-----------------|
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Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – O

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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

Ref Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of WEBEL TECHNOLOGY LIMITED, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its Registered office at Plot - 5, Block BP, Sector V, Kolkata-700 091 (hereinafter called "The Purchaser") having agreed to accept from _____ (hereinafter called "The Contractor") Having its Head Office at _____, a Bank guarantee for Rs. _____ in lieu of Cash Security Deposit for the due fulfillment by the Contractor of the terms & conditions of the Work Order No. _____ dated _____ issued by the Purchaser for _____ (hereinafter called "the said work order" dated _____). We _____ (Name & detailed address of the branch) (hereinafter called "the Guarantor") do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions contained in the said Work Order No. _____ dated _____ of which breach the opinion of the Purchaser shall be final and conclusive.

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

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

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

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

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

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

(8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs.

WEBEL TECHNOLOGY LIMITED

_____ (Rupees _____) only and our guarantee shall remain in force up to _____ and unless a demand or claim under the guarantee is made on us in writing on or before _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

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

SIGNED, SEALED AND DELIVERED

(Stamp of the executants)

WITNESS

1) _____

2) _____

(Name & address in full with Rubber Stamp)

WEBEL TECHNOLOGY LIMITED

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

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

WEBEL TECHNOLOGY LIMITED

SECTION – P

NIT DECLARATION 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: Digitization of Archival Records lying in the custody of Directorate of State Archives, Under the Department of Higher Education, GoWB.

Dear Sir,

We the undersigned bidder/(s) declare that we have read and examined in details the specifications and other documents of the subject Tender No. WTL/DIG-QC/23-24/071 dated 23.02.2024 for Digitization of Archival Records lying in the custody of Directorate of State Archives, Under the Department of Higher Education, GoWB published by Webel Technology Limited in e-Tender website.

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

Thanking you, we remain

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

Dated, this.....day of.....2024