

# WEBEL TECHNOLOGY LIMITED

## NOTICE INVITING e-TENDER

Online Tender documents are invited for Digitization of Records / Note sheets lying at Department of Higher Education, Govt. of West Bengal and uploading at e-office server for smooth access through e-office application, from reputed System Integrators having sufficient experience and credentials for successful completion of “**Similar Nature**” of work in a Government Department/PSU/Autonomous Body or any reputed organization. Bidder must have adequate manpower and infrastructure for providing on-site service within the stipulated time.

1.	Tender No. & Date	WTL/HE/DIG/19-20/007 dated 12.07.2019
2.	Tender Version No.	1.0
3.	Brief description of material	Digitization of Records / Note sheets lying at Department of Higher Education, Govt. of West Bengal and uploading at e-office server for smooth access through e-office application.
4.	Tender Fee	Rs.4000.00 (Rupees Four thousand only) in the form of Demand Draft from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata
5.	Earnest Money Deposit (EMD)	Rs. 80000.00 (Rupees Eighty thousand only) in the form of Demand Draft from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata.
6.	Date of Downloading	12.07.2019
7.	Pre-Bid Meeting date & time	19.07.2019. at 11.30 Hrs <ul style="list-style-type: none"><li>• Only two persons for each intending bidder's organization will be allowed to attend the Pre Bid Meeting.</li><li>• The person should have proper authorization in respective company Letter Head.</li><li>• Only queries as per format (Section - O) reaching WTL by 18.07.2019 at 15.00 Hrs will be taken for decision. Queries will be sent to Manager (Purchase) (arunava.saha@wtl.co.in) and copy to Ms. Soma Dey (soma@wb.gov.in)/ Ms. Anita Dey (anita.dey@wtl.co.in)/ Mr. Debapriya Burman (debapriya.wtl@wb.gov.in)/ Mrinmoy Chattopadhyay (mrinmoy.wml@wb.gov.in).</li></ul>
8.	Bid Submission Start date & time(online)	26.07.2019. at 14.00 Hrs
9.	Last date & time of EMD & Tender Fee submission (offline)	02.08.2019. at 11.00 Hrs
10.	Last date & time of Bid Submission(online)	31.07.2019. at 12.00 Hrs
11.	Date & time of Technical Bid Opening (online)	02.08.2019. at 12.00 Hrs
12.	Venue of Pre-Bid Meeting & submission of EMD & Tender Fee	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.

## **WEBEL TECHNOLOGY LIMITED**

1. Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary cost of tender documents (tender application fee) may be remitted through Demand Draft issued from any Scheduled Bank in favour of “**Webel Technology Limited**”, payable at Kolkata and also to be documented through e-filing. Cost of Earnest Money Deposit (EMD) may be remitted through Demand Draft issued from any Scheduled Bank in favour of “**Webel Technology Limited**”, payable at Kolkata and also to be documented through e-filing. The original Demand Draft against tender fees & Earnest Money Deposit (EMD) should be submitted physically to the Manager (Purchase)/Manager (Finance), **Webel Technology Limited**, Plot – 5, Block – BP, Sector-V, Salt Lake City, Kolkata-700 091 under sealed cover on or before 11:00 Hrs of 02.08.2019.
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.

# **WEBEL TECHNOLOGY LIMITED**

## **CONTENTS OF THE TENDER DOCUMENT**

The Tender document comprises of the following:

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

# WEBEL TECHNOLOGY LIMITED

## SECTION – A

### SCOPE OF WORK & RESPONSIBILITY

#### PURPOSE

Digitization of Records / Note sheets lying at Department of Higher Education, Govt. of West Bengal and uploading at e-office server for smooth access through e-office application.

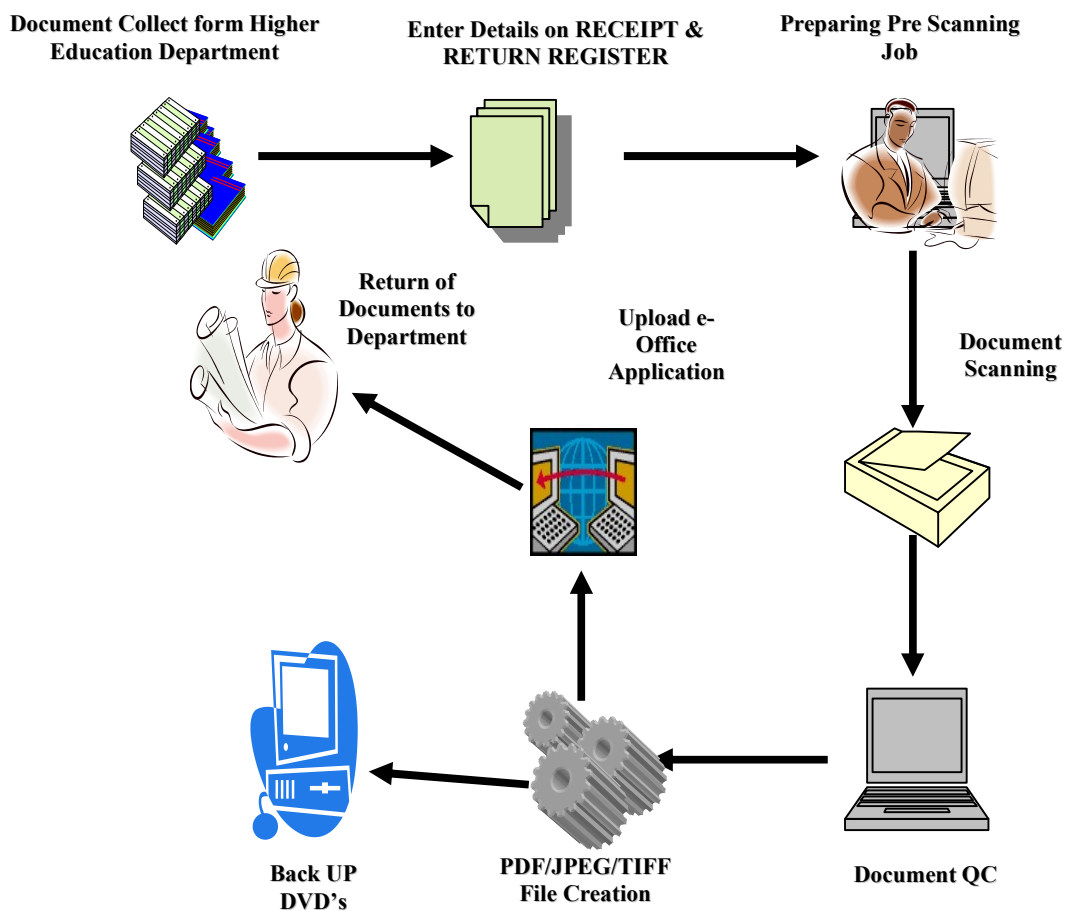
#### 1.1 SCOPE

Department of Higher Education has huge repository of paper documents. Such legacy records have legal value. It is therefore required to protect these documents from any hazards.

The process involves (a) scanning / image capture, (b) Quality Check (c) Re-scanning, if required (d) Indexing (e) Uploading at e-office server (f) data backup. Such data backup shall be stored in DVD media / External HDD at the Department (as desired by the end customer)

#### 1.2 PROCESS FLOW

### DIGITIZATION WORK FLOW



# WEBEL TECHNOLOGY LIMITED

## 1.3 **RESPONSIBILITIES**

Successive bidder shall be responsible to install all hardware in three or more places (as and when required) by deploying 9 personnel (3 personnel each location) and one Supervisor so that such digitization works can be executed smoothly. On receipt of documents, successive bidder shall prepare list of pages / records before scanning. Upon completion of digitization, Successive bidder shall hand over the physical document after uploading to the e-office application.

Concerned Department shall make arrangement for space (minimum of 100 sqft at each site) at the Digitization Centre (DC) with electrical power supply, furniture, security and documents for scanning and uploading at e-office server.

**Please note that WBSWAN connectivity will be provided to upload the digitized document at e-office application. Concern department will provide such WBSWAN connectivity at Digitization Centre (DC).**

## 1.4 **PROPOSED SOLUTION**

Digitized data upload at e-office application with a data backup in DVD media / External Hard Disc Drive.

## 1.5 **RECEIPT OF DOCUMENTS**

This is the first and the main stage from where the controlling of the process and Management of Digitization process starts.

Successive bidder shall receive documents from concerned authority of the Department on daily basis, signed and recorded in register.

## 1.6 **SCANNING AND DATA EXTRACTION MANAGEMENT SYSTEM**

### **Scanning Process Workflow**

- Collection of physical documents / available Xerox copies of documents from the Department.
- **Pre-scanning preparation** - Removal of pins (if required), threads, rubber bands etc. Sorting of pages in the document in the correct order. Special preparation of documents is required which may not be in a good physical condition and may not be directly scan able.
- **Scanning and indexing** - These documents that have been pre-processed would have to be scanned. The page size of the documents can be Legal Size, A4, and A3. Further, the documents could be in the form of individual pages or files. Different types of scanners shall be deployed as per requirement. Scanning will be done (B/W or colour as per availability) at 200 DPI and will be upto 600 DPI for documents of poor quality. After scanning, the documents would have to be indexed. Indexing is to be done by attaching metadata tags to each of the files. The size of the individual scanning document should be 20 MB max. If the files size exceeds more than 20 MB, bidder should split the files into two parts (i,e PART-1, PART – 2 and so on). Successive bidder should strictly follow the instructions mentioned above.
- **QC** - The scanned images shall be de-skewed & de-speckled for alignment and noise reduction, thereby giving a clean and well-aligned document. The de-skewing and de-speckling process can be either manual or automated.
- **Backup** – Take backup of incremental data at the end of the day. The backup shall be taken on a hard disk drive and shall be stored in a secured place for data retrieval during emergency.
- **Uploading** - After digitization, document shall be uploaded at e-office server.

# **WEBEL TECHNOLOGY LIMITED**

- **Handover of documents** - After uploading, documents would have to be handed over to the Department in their original condition.

## **1.7 PROJECT EXECUTION**

Project execution will involve periodic reviews from within WTL and from the concern DEPARTMENT.

### **The Steering Committee**

The steering committee will be created for each location. It comprises of at least two management representatives each from the DEPARTMENT Office and WTL. This committee has the executive powers to evaluate the existing relationship, review project progress and decide future directions.

The WTL representatives for this committee would comprise the Delivery Head, and the WTL Project Manager. The Delivery Head, in consultation with the Project Manager establishes and maintains a project organisation that meets the project's needs and quality objectives. This organisation is reviewed regularly to ensure its ongoing effectiveness.

### **Status Reporting**

Status Reporting is one of the key factors for successful project execution. WTL will define an appropriate Project Status Reporting Methodology in the Project Plan. This will explain the project progress reporting procedures to be followed in the project. The Project Manger will manage the status reporting processes with The DEPARTMENT.

## **1.8 DELIVERABLES**

Uploading Digitized data at e-office server with data back up in a DVD / External Hard Drive for multipage PDF files and metadata indexing against per document up to five fields.

## **1.9 DELIVERY SCHEDULE**

The entire job of scanning & digitizing of **17 LAKHS** (approx) records will be completed within 6 - 8 months after receipt of Work Order.

## **2.0 JOB DETAILS**

Digitization of documents / records lying at Department of Higher Education, GoWB (Image Size: A4, Legal, A3)

Total process of digitization of documents / records includes the following steps:

- a) Pre-Scan Document Process (cleaning, Dust removing, DP)
- b) Scanning the documents / records
- c) Uploading the scan images to e-office web portal
- d) Linking the images.
- e) Arranging & submission of documents
- f) Scan image submission

Total quantity – 17 lakhs (approx.)

## **2.1 JOB LOCATION**

Department of Higher Education, Bikash Bhavan, Salt Lake, Kolkata - 700091.

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – B**

### **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. 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 at least one order of “Scanning & Digitization”, total amounting to not less than less than Rs.12.00 lakhs in last three financial years (considering FY – 2016-17, 2017-18 & 2018-19) in Government Department/PSU/Autonomous Body/Any reputed organization. Work/Purchase order along with proof of completion certificate for the project to be provided.

**Or**

The bidder shall have execute at least two orders of “Scanning & Digitization”, total amounting to not less than less than Rs.15.00 lakhs in total in last three financial years (considering FY – 2016-17, 2017-18 & 2018-19) in Government Department/PSU/Autonomous Body/Any reputed organization. References order copy for the project to be provided.

5. The bidder should have an annual turnover of not less than Rs.2 Crore in each of the last three financial years (FY –2015-16, 2016-17 & 2017-18). Bidder shall have to submit photocopy of Audited Accounts and necessary Audited Statement.
6. Bidder should submit Earnest Money Deposit (EMD) of Rs. 80,000.00 (Rupees Eighty thousand only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.
7. Bidder should submit Tender Document Fee of of Rs. 4,000.00 (Rupees Four thousand only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.
8. The bidder shall have Quality Certificate (ISO 9001:2015). Copy of valid Certificate to be submitted.
9. 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 (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder’s letter head to be submitted.
10. Bidder should have specific contact number. Contact & address details to be submitted in letter head duly stamped & signed.
11. The bidder shall submit Bid Form (Section – F) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – C**

### **DATE AND TIME SCHEDULE**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	12.07.2019
2	Documents download date (Online)	12.07.2019
3	Last Date and time of sending the queries (Offline)	18.07.2019 & 15.00 hrs
4	Pre Bid Meeting at WTL Office (Off Line)	19.07.2019 & 11.30 hrs
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	26.07.2019 & 14.00 hrs
7	Last Date & time of submission of original Demand Draft/Pay Order for cost of Earnest Money Deposit (Off line)	02.08.2019 & 11.00 hrs
8	Last Date & time of submission of original Demand Draft/Pay Order for cost of Tender Documents, in case the bidder did not attend the Pre Bid Meeting (Off line)	02.08.2019 & 11.00 hrs
9	Bid Submission closing date & time (On line)	31.07.2019 & 12.00 hrs
10	Bid opening date & time for Technical Proposals (Online)	02.08.2019 & 12.00 hrs
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-



# WEBEL TECHNOLOGY LIMITED

## 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 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 Department of Higher Education 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.

**“HE”** means Department of Higher Education, 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 Digitization of Records / Note sheets lying at Department of Higher Education, Govt. of West Bengal and uploading at e-office server for smooth access through e-office application.

**“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.

# WEBEL TECHNOLOGY LIMITED

"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 six to eight months from the date of acceptance of order.

"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 19.07.2019 at 11.30 hrs at premises of WTL. Bidder can send their queries as per format (Section - K) to Manager (Purchase) & copy to Ms. Soma Dey (soma@wb.gov.in)/ Ms. Anita Dey (anita.dey@wtl.co.in)/ Mr. Debapriya Burman (debapriya.wtl@wb.gov.in)/Mr. Mrinmoy Chattopadhyay (mrinmoy.wml@wb.gov.in). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. The entrance to the Pre Bid Meeting will be limited to two persons per bidder and carrying valid authorization letter on official letter head bearing company seal.

## 3. Cost of Bidding

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

## 4. Bid Document

Bidder is expected to examine all instructions, forms, terms and requirement in the bid document. The invitation to bid together with all its attachment thereto shall be considered to be read, understood and accepted by the bidder unless deviations are specifically stated in the seriatim by the bidder. Failure to furnish all information required by the bid document or a bid not substantially responsive to the bid document in every respect may result of the bid 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 an EMD of Rs. 80,000/- (Rupees Eighty Thousand only) per zone in the form of a demand draft from a Scheduled Bank payable at Kolkata and in favour of Webel Technology Limited. The EMD is returnable without interest unless forfeited subject to the terms and conditions of the RFP. Any bid not accompanied with the EMD shall be rejected.

## 9. Forfeiture of EMD

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

# WEBEL TECHNOLOGY LIMITED

- 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.

## 10. 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.

## 11. 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.

## 12. 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.

## 13. Time Schedule for Delivery

To be completed within 6 - 8 months after receipt of Work Order.

## 14. 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.

## 15. Penalty

For Poor quality of work

- a. If error percentage is less than 5% in a book volume, SP will be asked to re-check the quality of the volume; however no penalty will be imposed.
- b. If error percentage is more than 5% in a book volume, SP will be asked to re-do the entire volume without any re-work charges. In addition a penalty of 5% of the order value of the volume shall be imposed.
- c. In case of more than 10% errors per batch- The vendor shall have to re-do the work and shall be subject to a penalty of 20% of the order value for that particular batch.
- d. In case the number of such batches/book volumes in an office as mentioned in clauses (b) and (c) above, are more than 50, the entire contract may be subject to either or all of the following:
  - i) Termination of the contract by the competent authority.
  - ii) Evoking of the performance guarantee by the competent authority.

# WEBEL TECHNOLOGY LIMITED

iii) Cancellation of the work order and getting the job done through alternate sources at the cost and risk of defaulting SP by the competent authority.

## 16. 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.

## 17. 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.

## 18. 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.

## 19. 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. Department of Higher Education, GoWB.

First Invoice shall be submitted after digitizing and uploading of 5 Lakhs documents and it will be generated periodically.

## 20. 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.

## 21. Corrupt or Fraudulent Practices

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

# WEBEL TECHNOLOGY LIMITED

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.

## 22. 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.

## 23. 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.

## 24. 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.

## 25. 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.

## 26. Sub-Contract

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

## 27. Termination for Default

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

## 28. Bankruptcy

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

## 29. Force Majeure

# WEBEL TECHNOLOGY LIMITED

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

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

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

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

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

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

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

## **30. 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.

## **31. Contractor's Responsibilities**

Refer Section – A

## **32. Purchaser's Responsibilities**

Refer Section - A

## **33. No waiver of Rights**

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

## **34. Grafts, Commissions, Gifts, etc.**

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.

## **35. Enforcement of Terms**

The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option 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

# WEBEL TECHNOLOGY LIMITED

preclude or prejudice either party from exercising the same or any other right it may have hereunder.

## 36. Period of Validity of Offer

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

## 37. Taxes & Duties

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

## 38. Discrepancies in Bid

- Discrepancy between description in words and figures, the rate which corresponds to the words 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 be corrected.

## 39. 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.

## 40. Late Bid

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

## 41. Opening of Bid by WTL

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

## 42. Contacting WTL

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

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

WTL reserves the right to reject any bid 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.

## 44. Bid Currencies

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

## 45. Price

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

# WEBEL TECHNOLOGY LIMITED

- Price to be quoted inclusive of all charges

## 46. Canvassing

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

## 47. Non-Transferability of Tender

This tender document is not transferable.

## 48. Formats and Signing of Bid

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

## 49. Withdrawal of Bid

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

## 50. 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.

## 51. 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 C.
- 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.

## 52. Final Inspection

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

## 53. Site Inspection

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

## 54. 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.

## 55. 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.

## 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



# WEBEL TECHNOLOGY LIMITED

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. 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").

## 58. Quality Control

- The contractor is obliged to work closely with WTL and/or HE 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 HE 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 HE 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/HE.
- HE/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.

## 59. Site Not Ready

The bidder shall not be in any manner liable for any delay arising out of Department of Higher Education inability to make the site ready within the stipulated period.

## 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/manuscript is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- (v) Quantity 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 customer/WTL at its discretion may extend the deadline for submission of bids.
- (xiii) The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – E**

### **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 & AWARDING OF CONTRACT**

Financial Proposal of the bidders qualifying in the evaluation of Techno Commercial Evaluation will be evaluated. The bidder who has qualified in the Eligibility Criteria and whose Financial Bid is evaluated the lowest (L1) would normally be awarded the contract subject to Post Qualification.

#### **3. POST QUALIFICATION**

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

#### **4. 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.

# WEBEL TECHNOLOGY LIMITED

## SECTION – F

### BID FORM

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

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

**Sub: Digitization of Records / Note sheets lying at Department of Higher Education, Govt. of West Bengal and uploading at e-office server for smooth access through e-office application.**

Dear Sirs,

1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/HE/DIG/19-20/007 dated 12.07.2019 do hereby propose to execute the job as per specification as set forth in your Bid documents.
2. The price quoted are firm during the entire period of execution irrespective of date of completion and not subject to any price adjustment as per in line with the Bid documents. The price and others terms & conditions will remain valid for a period of 180 (One hundred eighty) days from the date of price bid opening and it shall remain binding upon us for acceptance at any time before the expiry of the period. We further declare those prices quoted in our proposal are in accordance with Bid document.
3. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
4. Earnest Money Deposit: We have enclosed EMD in the form of Demand draft for a sum of Rs.80000/- (Demand Draft no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_)
5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
6. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
7. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid.
8. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, this .....day of .....2019

# WEBEL TECHNOLOGY LIMITED

.....  
Signature

.....  
Name in full

.....  
Designation

Signature Verified by Head of Institution

.....  
Name & Designation

.....  
Full Signature & Stamp

# WEBEL TECHNOLOGY LIMITED

## 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.

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

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

#### **Techno Commercial Cover:**

##### **Technical Document1**

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

##### **Technical Document2**

1. Copy of N I T duly stamped & signed (Section - M )
2. Bid Form as per format (Section – F)

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

1. ISO Certificate

##### **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.

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

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

Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none"><li>• GST Registration Certificate</li><li>• PAN</li><li>• Document as per Clause no. 2 of Section – B</li></ul>
B	COMPANY DETAILS	B1. COMPANY	<ul style="list-style-type: none"><li>• Document as per Clause – 1 of Section – B</li></ul>

## **WEBEL TECHNOLOGY LIMITED**

		DETAILS 1	<ul style="list-style-type: none"> <li>• Declaration as per Clause no. 9 of Section – B</li> </ul>
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> <li>• Company Profile (Not more than 3 pages)</li> </ul>
C	CREDENTIAL	CREDENTIAL 1	Order copies as per Clause no. 4 of Section – B
		CREDENTIAL 2	<ul style="list-style-type: none"> <li>• Product brochure</li> <li>• Other documents, if any</li> </ul>
D	DECLARATION	DECLARATION 1	List of Clients as per format (Section – N)
		DECLARATION 2	Financial Capability of Bidder as per format (Section – I)
		DECLARATION 3	Bidder's Details as per format (Section – J)
		DECLARATION 4	Details of Order Executed as per format (Section – H)
		DECLARATION 5	Declaration as per Clause no.10 of Section – B
F	FINANCIAL INFO	P/L & BALANCE SHEET 2015-2016	P/L & BALANCE SHEET 2015-2016
		P/L & BALANCE SHEET 2016-2017	P/L & BALANCE SHEET 2016-2017
		P/L & BALANCE SHEET 2017-2018	P/L & BALANCE SHEET 2017-2018

# WEBEL TECHNOLOGY LIMITED

## SECTION – H

### DETAILS OF ORDERS EXECUTED BY BIDDER

(Tender No. WTL/HE/DIG/19-20/007 dated 12.07.2019)

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

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

**Note:**

- A. Type of Project shall indicate the implementation of services 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.

# WEBEL TECHNOLOGY LIMITED

## SECTION – I

### FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/HE/DIG/19-20/007 dated 12.07.2019)

#### FINANCIAL INFORMATION

Sl. No.	Name of the Bidder	Turnover (Rs/Crores)		
		2015-16	2016-17	2017-18
1				

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

**Note:**

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



# WEBEL TECHNOLOGY LIMITED

## SECTION - I

### BIDDER'S DETAILS

(Tender No. WTL/HE/DIG/19-20/007 dated 12.07.2019)

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	
4	Is the firm a registered company? If yes, submit documentary proof	
	Year and Place of the establishment of the company	
6	Former name of the company, if any	
7	<p>Is the firm</p> <ul style="list-style-type: none"> <li>▪ a Government/ Public Sector Undertaking</li> <li>▪ a propriety firm</li> <li>▪ a partnership firm (if yes, give partnership deed)</li> <li>▪ a limited company or limited corporation</li> <li>▪ a member of a group of companies, (if yes, give name and address and description of other companies)</li> <li>▪ 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.</li> </ul>	
8	Is the firm registered with Sales Tax department? If yes, submit valid GST Registration certificate.	
9	Total number of employees. Attach the organizational chart showing the structure of the organization.	
10	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
11	How many years has your organization been in business under your present name? What were your fields when you established your organization	
12	<p>What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary)</p> <ul style="list-style-type: none"> <li>▪ Manufacturer</li> <li>▪ Supplier</li> <li>▪ System Integrator</li> <li>▪ Consultant</li> <li>▪ Service Provider (Pl. specify details)</li> <li>▪ Software Development</li> <li>▪ Total Solution provider (Design, Supply , Integration, O&amp;M)</li> <li>▪ IT Company</li> </ul>	
13	Number of Offices in district head quarters in West Bengal	
14	Is your organization has ISO 9001:2015 certificates?	

## **WEBEL TECHNOLOGY LIMITED**

15	List the major clients with whom your organization has been / is currently associated.	
16	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)	
17	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 – K

### FORMAT FOR PRE-BID MEETING QUERIES

(Tender No. WTL/HE/DIG/19-20/007 dated 12.07.2019)

Name of the Bidder: \_\_\_\_\_

Queries

Sl. No.	Section No.	Clause 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.

# WEBEL TECHNOLOGY LIMITED

## SECTION – L

### FORMAT FOR PERFORMANCE BANK GUARANTEE

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

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

Ref .....

Bank Guarantee no.....

Date.....

#### PROFORMA OF BG FOR SECURITY DEPOSIT

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

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

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

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

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

(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.

# WEBEL TECHNOLOGY LIMITED

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

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

SIGNED, SEALED AND DELIVERED

WITNESS

1) \_\_\_\_\_

(Stamp of the executants)

2) \_\_\_\_\_  
(Name & address in full with  
Rubber Stamp)

# **WEBEL TECHNOLOGY LIMITED**

## **INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

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

### NIT DECLARATION

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

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

**Sub: Digitization of Records / Note sheets lying at Department of Higher Education, Govt. of West Bengal and uploading at e-office server for smooth access through e-office application..**

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/HE/DIG/19-20/007 dated 12.07.2019 for Digitization of Records / Note sheets lying at Department of Higher Education, Govt. of West Bengal and uploading at e-office server for smooth access through e-office application 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 .....2019

