Memo No. 3 4 /WBVB/ENIT/4E-7/2018

Date: 30/11/2023

NOTICE INVITING e-TENDER

e-Tender is hereby invited on behalf of West Bengal Valuation Board, the statutory body under Municipal Affairs Department, Government of West Bengal. The West Bengal Valuation Board (Board) is entrusted with the data entry and validation for determining the Annual Valuation of land and buildings under the jurisdiction of Urban Local Bodies (ULB) in West Bengal as per the provisions of the West Bengal Valuation Board Act, 1978 (as amended), the West Bengal Municipal Act, 1993 (as amended) and the West Bengal Municipal Corporation Act, 2006 (as amended).

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

1	Tender No.	2 /WBVB/ENIT(2 nd Call) of 2023-24
2	Brief description of Job	Data Entry or Digitalization form the manual scoring of Inspection Book for West Bengal Valuation Board. (vide Sec-B)
300	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	01.12.2023; 5:00 pm
3	Earnest Money Deposit: Rs. 20,000/- (Rupees Twenty thousand only) which is mandatory for works contract in terms of G.O. No. 4245-F(Y) dt 28.05.2013.	The amount is to be deposited online through whetender portal following guidelines of FD's Order No. 3975-F(Y) dt 28.07.2016.
4	Date of Downloading start date (online)	01.12.2023; 5:00 pm
5	Pre-Bid Meeting date & time: WEST BENGAL VALUATION BOARD POURA PRASHASAN BHAVAN" (2 ND Floor) DD-1, Sector -1, Salt Lake, Kolkata – 700 064	06.12.2023 at12:30 pm
6	Bid Submission Start date & Time (Online)	07.12.2023 at 11.00am
7	Last date & time of Bid Submission (Online)	15.12.2023 at 4.00pm
8	Last date & time of EMD submission online through wbetender portal	15.12.2023 upto 11. A.M.
9	Date & time of Technical Bid Opening (Online)	15.12.2023 at 5.00 pm
10	Financial Bid Opening date and time (Online)	To be notified later

Page **1** of **40**

2

GENERAL TENDER CLAUSE:

- Intending bidder may download the tender documents from the website https://wbtenders.gov.in directly with the help of Digital Signature Certificate. Necessary Earnest Money Deposit (EMD) may be remitted online through e-tender portal in favour of "West Bengal Valuation Board" and also to be documented through e-filling.
- 2. Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed by the owner of the firm in the website https://wbtenders.gov.in
- Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Section - D of this Tender Document.
- The Financial Bid of the prospective Bidder will be considered only if the Technical 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
- 5. All clarifications / corrigenda will be published only on the https://wbtenders.gov.in.
- The information contained in this RFP Document or subsequently provided to Bidder(s) or Applicants whether verbally or in documentary form by or on behalf of this RFP, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP Document and all other terms and conditions subject to which such information is
- 7. This RFP Document is not an agreement and is not an offer or invitation to any party other than the Applicants who are qualified to submit the Bids ("Bidders"). The principle (purpose) of this RFP Document is to provide the Bidder(s) with information to support the formulation of their Proposals. This RFP Document does not purport (claim) to contain all the information each Bidder may entail (require). This RFP Document may not be appropriate for all persons, and it is not possible for the team managing RFP or advisors to consider the investment objectives, financial situation, and particular needs of each Bidder who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources. WBVB, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the precision (accuracy), reliability or completeness of the RFP Document. WBVB may in their absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this RFP Document.
- 8. The Board may reserve the right to cancel any proposal / work order without assigning any reason whatsoever.
- 9. In case of failure to comply with agreement / work order, the EMD and Performance Bank Guarantor (PBG) may be forfeited and agency may be debarred from taking part in any Tender for 3 consecutive years.
- 10. Work Order will be issued ULB wise and according to the requirement.
- 11. Work Order for each item for an ULB may be given separately or in a single order as the situation may
- 12. Any item of the BOQ may not be allocated for an ULB or for all ULBs.

Page 2 of 40

- 13. All the papers supplied by the Board are to be treated as confidential records and property of the Board as well as State Government. Such papers cannot be shown / published / photographed / transferred / transmitted to any other else without written consent from this Board.
- 14. An agreement shall be executed on NJ Stamp with the L1 bidder within a stipulated time after issuing letter of award (LOA).
- 15. As per Notification No. 4374-F(Y), Dated, 13th July, 2017 ---- Tax invoice(s) needs to be issued by the supplier for raising claim under the contract showing separately the Tax charged in accordance with the provisions of GST Act 2017.
- 16. Intending bidders while attending Pre-bid meeting should come with written document for the points to be discussed and proposed to be incorporated in BOQ / NIT, otherwise no action will be taken for BOQ/ NIT modification / corrigendum / addendum as the case may be.

Enclosure; Section A to Q.

Member Secretary
West Bengal Valuation Board

Memo No.; 314 WBVB/ENIT/4E-7/2018

dated:30/11/2023

Copy forwarded for information and necessary action to:

- 1. Principal Secretary, UD&MA Department, GoWB.
- 2.. Special Commissioner, UD&MA Department, GoWB.
- 3. Director, DLB, under UD&MA Department, GoWB.
- 4. Director, SUDA, under UD&MA Department, GoWB.
- 5. Director, ILGUS, under UD&MA Department, GoWB.
- 6. OSD & DDO, WBVB.
- 7. F.O., WBVB.
- 8. VO-I/VO-II/SV, WBVB.
- 9. Sr P S to Hon'ble Chairman, WBVB.
- 10. AAO(Accounts), WBVB,
- 11. SA(V), WBVB
- 12. HA, WBVB.
- 13. IT Cell, UD&MA Department, GoWB with a request to upload in the website of the UD&MA Department.

14. Guard file

Member Secretary
West Bengal Valuation Board

CONTENTS OF THE TENDER DOCUMENT

The Tender document comprises of the following:

SECTION – A	PROJECT BACKGROUND
	TROJECT BACKGROUND
SECTION - B	SCOPE OF WORK
SECTION - C	ELIGIBILITY CRITERIA & TECHNICAL CRITERIA
SECTION - D	DATE AND TIME SCHEDULE
SECTION - E	INSTRUCTION TO BIDDER
SECTION - F	BID FORM
SECTION - G	TECHNICAL EVALUATION & AWARDING OF CONTRACT
SECTION - H	GUIDANCE FOR E-TENDERING
SECTION - I	BILL OF WORK TO BE DONE
SECTION – J	DETAILS OF ORDERS EXECUTED BY BIDDER
SECTION - L	BIDDER'S DETAILS
SECTION - M	FORMAT FOR PRE-BID MEETING QUERY
SECTION - N	LIST OF CLIENTS OF SIMILAR ORDERS
SECTION - O	PROFORMA FOR PERFORMANCE BANK GUARANTEE

30/1/27

NIT DECLARATION

AFFIDAVIT

SECTION - P

SECTION- Q

Antry 2011/2 930/11/2023

Page 4 of 40

SECTION - A

BACKGROUND & OBJECTIVE:

The West Bengal Central Valuation Board Act, 1978, was a legislation intended to bring forth a uniformity in the valuation of urban properties in West Bengal and also to introduce an objectivity in the valuation of lands and buildings in the urban areas for the purpose of Municipal taxation, and at the same time to secure a high yield of Municipal revenue in the form of Property Tax which constitutes the principal source of income for the urban local bodies.

Before the Board came into existence, the laying of the tax-base for urban property was left to be private assessors drawn from a panel maintained by the State Govt. in this behalf. Thus, an individual assessor or a firm of assessors used to be engaged by the Municipality for preparation of valuation list of the land and buildings of the concerned Municipal area. The result was extremely varied norms of valuation from Municipality to Municipality, discrimination in the matter of valuation from holding to holding caused by some extraneous factor and the Municipal valuation list objected to from all quarters.

In Kolkata, however, the Municipal Corporation has its own machinery for valuation of land and buildings in the city. But the systems followed have been subject of criticism both from the technical and fiscal point of view. In this perspective the Central Valuation Board was created for the purpose of providing objective and rational valuation of lands and buildings on scientific basis so that some principle of valuation may be followed for the purpose of Municipal taxation throughout the State and at the same time, an objectivity of approach is infused into the system with a view to removing the sense of discrimination which the rate-payers in general suffer from.

1.1. Existing Valuation Process:

As per the present system, valuation of any ULB takes place in every five years.

After the ULB adopts a resolution to re-value properties in its jurisdiction, it intimates the Department of Municipal Affairs. The State Government in Municipal Affairs Department issues a notification u/s 9(1) of the WBVB Act, 1978 specifying the area where the Board will commence work.

WBVB issues a public notice u/s 16 of the Act, ibid, asking the rate payers to file a statement [Schedule- III annexed to the West Bengal Valuation Board (Valuation of Land and Buildings) Rules, 1984] relating to their properties within 30 days from the date of publication of such notice. The notice is published in two newspapers of which one is in the vernacular.

Simultaneously, WBVB obtains from the ULB, the municipal maps showing the wards, streets, important places etc. along with the total number of holdings (ward-wise), as also a list of technically qualified Field Assistants (two for each ward) who are engaged by the ULB. These field personnel are imparted detailed training (theoretical as well as practical) by the Board's officers at the ULB level, for three days, on the following:-

- 1. Measurement of a holding, including land and building.
- 2. Recording the name of user, building type and nature of use as also rent particulars and period of tenancy, etc.
- 3. Writing of field books with various items

2 oful2)

4. Writing of Inspection Book (ward wise /street wise) and also input sheets. (Combination of Sl. 1,2, 3.)

Thereafter the door to door field work begins and depending on the size of the ULB, the entire exercise has to be coordinated over an appropriate period. Field Officers and Valuation Officers of the WBVB thoroughly supervise the work. All the field papers are received by the WBVB

Page 5 of 40

headquarters after completion of field reports.

At this juncture, a policy-level meeting is held with the Chairperson of the ULB, WBVB officials and the Member Secretary of the Board, taking into consideration the income and expenditure statement for the last two years of the ULB. Parameters such as zone, land prices nature of use and type of structures etc. are also discussed. Chairperson of the ULB is also requested to express his/her projected annual demand of Property tax.

Once the field is collected, symbolical, scoring, scoring is done on the data collected, and on the basis of the policy decisions numerical values are assigned to the symbolical scoring. This work is first done manually and then the data is fed into computer. All calculations are software based. Following this, a trial valuation list is generated in-house and on the basis of this another round of discussion is held with the ULB at the WBVB office, to ensure that errors have not crept in.

Then the Trial Valuation List is generated checking by the concerned ULB and thereafter Draft Valuation List (DVL) is prepared containing the proposed annual valuation and property tax for each holding of the ULB and after the signature of the Chairman, WBVB it is published in the manner as described in Rule 4 of the West Bengal Valuation Board (Valuation of Land and Buildings) Rules, 1984. This notification is published in two newspapers by the Board one of which is a vernacular. The Board also issues valuation notices to each individual rate payers whose names are included in the DVL mentioning that the Objection petition, if any shall have to be filed by the respective rate payer either to the WBVB office or to the concerned ULB within two months of receiving the notice. After receiving the objection petitions from the rate payers within the stipulated time, the objections are heard and disposed by the Objection Hearing officers (OHOs) specified by the WBVB, strictly as per the Hearing schedule finalised by WBVB in consultation with the ULB concerned. The Objection Hearing Officers hear and dispose of the objection petitions in the manner as specified in Rule 5D of the West Bengal Valuation Board (Valuation of Land and Buildings) Rules, 1984. Thereafter incorporating the changes on the valuation as determined by the Objection Hearing officers in the Order Sheets, the Draft Valuation List is modified accordingly and the Final Valuation List (FVL) is prepared. Final Valuation List (FVL) is published by the WBVB in two Newspapers, one of which is the vernacular. It is handed over to the ULB which becomes the Assessment list of the ULB concerned for the next five years with effect from of its effect.

1.2. Objective

The objective of the of the project is data entry, data processing and generation of Trial Valuation List, Draft Valuation List and Final Valuation List along with manual scoring on Inspection Book & corresponding data entry for digitization and generation of different statistical/MIS reports, for a period of 1 year, renewable for next 2 successive years.

- Generation of Trial Valuation List.
- Generation of Draft Valuation List.
- Generation of Final Valuation List after making changes following the order sheets of objection hearing.
- Preparation and publication of valuation reports for various ULBs in West Bengal, as may be required.

Arrangements of logistics for data entry and software for data entry shall be the responsibility of the agency.

The high-level scope of work and process description is provided below.

Page 6 of 40

SECTION - B

SCOPE OF WORK

DETAILED SCOPE OF WORK:

INTRODUCTION

West Bengal Valuation Board is a statutory body under Urban Development and Municipal Affairs Department, Government of West Bengal. The West Bengal Valuation Board (Board) id entrusted with the job of determining the annual valuation of land and buildings under the jurisdiction of any Urban Local Bodies (ULBs) in West Bengal as per the provisions of the West Bengal Valuation Board Act, 1978 (as amended), the West Bengal Municipal Act, 1993 (as amended) and the West Bengal Municipal Corporation Act, 2006 (as amended).

1.1. Preparation of Trial Valuation List and Draft Valuation List (DVL)

Preparation of Trial Valuation List and Draft Valuation List (DVL) requires the following kinds of works during its processing stage:

- 1. Manual scoring or codification work may have to be done on the Inspection Books (I.B) as per norms prescribed in Score Sheet which will be supplied by the Board under direct control and supervision of the officers of the Board. Board's officer(s) will make understand the personnel who will be engaged for this job, about the nature works. The personnel those who will be assigned for the work shall not be changed frequently. Data entry work shall take place after completion of manual scoring work. Data Entry may be done in the software developed / possessed by the agency or in the online / offline system provided/ arranged by the Board.
- 2. Data entry will be made from the I.B for General Holding & Big Holding. The Board is supposed to identify the fields of such data as per format of the Valuation List.
- After completion of the data entry work, the agency will process the Trial Valuation List using prescribed formula and methodology of the West Bengal Valuation Board.
- 4. The Trial Valuation List to be printed Ward wise in the prescribed format. The Data of the each holding printed in the Trial Valuation List are to be verified with the I.B manually and all correction shall be made.
- 5. Corrected Trial Valuation List is to be deposited to the Office of the West Bengal Valuation Board for security immediately after verification. All corrections in the Trial Valuation List shall be made by the authorized officer of the Board. The Board will return the Trial Valuation List to the agency for processing DVL.
- 6. Processing of DVL requires preparing a program or software which in turn shall compile the data, calculate the annual valuation and property tax of General and Big Holdings on given formula by the Board. After processing the data a trial list shall be printed. The Board's officials will check the trial valuation list and the same shall have to be processed again considering the changes or correction if any, for printing the final copy of DVL in two sets of hard copies along with soft copies. Based on the data of DVL some statistical reports to be prepared as per Board's direction.
- The agency will process DVL after incorporation of all necessary corrections shown in the TVL and

two hard copies of DVL, Statistical report are to be printed and deposited to the Office of the West Bengal Valuation Board along with the soft copy (in Excel format) and a certificate of declaration in prescribed format within 15 days from the date of receiving of corrected TVL from the Board.

Page 7 of 40

30/11/23

2011/12

1.2. Preparation of Final Valuation List (FVL) requires the following works for processing the FVL

- After publication of DVL, Objection Hearing process is observed by the designated officers to hear and dispose of objection(s) petition received from the ratepayers. The designated officer called OBJECTION Hearing Officer (OHO) is to pass an order in Order Sheet affirming valuation which is treated as final valuation. Such order sheets are provided to the firm for processing the FVL involving data entry as per correction entered in the order sheet. A check list shall be prepared for necessary checking with reference to order sheet and if requires the Board's officer may also go for checking such exercises of data entry with reference to order sheet.]
- Agency shall undertake data entry in the software from the order sheets and then verify the same from the objection registers.
- 3. The Final Valuation List shall be prescribed after completion of verification work and two hard copies of Final Valuation List are to be printed and deposited to the Office of the West Bengal Valuation Board along with the soft copy (print file and in Excel format) and a certificate of declaration in prescribed format within 15 days from the date of receiving hearing entry

1.3. Printing of Computerized notice of the Board in pre-defined notice form.

- 1. Agency will generate valuation notice as per format provided. Hard copies of the valuation notice shall be submitted to the board office.
- Agency will print the valuation notices for all holdings published in the Draft Valuation List. Following Information will be entered in the software as per the prescribed format of West Bengal Valuation Board.

1.3.1. TVL & DVL Fields

The prescribed fields as per West Bengal Valuation Board for the preparation of TVL & DVL are as follows:

This information to be obtained from Inspection Books are to be entered in the software or in the system developed by WBVB.

- Sl. No. (Auto generated)
- Holding Number 0
- Name of the Owner/Occupier 0
- Valuation Factor [Depends on 3 factors such as: Location, Use, Type of Structure (code)]

30 (11/2) 30 11/2 For 30 11/2

- Age
- TCA (Total Covered Area) in Square Feet.
- Land Area (should be display in Bigha, Katha, Chatak and Sq. Ft.)
- Existing Annual Value & Property Tax
- Remarks
- IB No.
- Page No. of Inspection Book.
- Total build-up Area in Ground Floor.
- Codification of previous G.R
- Rent / month
- OLD T.C.A
- 0 Old land area
- o Detailed accommodation
- Rate/Sft. (For Big holdings).

Page 8 of 40

- o Floor wise Covered Area for big holding.
- Description of structure for big holdings.
- o Description of Plants & Machinery for Big holdings.

The following data will have to be generated using simple mathematical formula to be intimated to the selected/successful bidder.

- 1. Total Weightage / Land Value
- 2. Gross Annual Rent.
- 3. Annual Value.
- 4. Common factor.
- 5. Property tax.
- 6. Present market value of land including consideration of belting of land.
- 7. Present market value of structure.
- 8. Present market value of plant and machinery.
- 9. Calculation of minimum Annual Valuation.
- 10. Calculation minimum enhancement of Annual Valuation

Successful bidder shall be responsible for:

- Development / procurement of software if any for preparation of Draft Valuation List, printing of valuation notices, Trial Valuation List, Final Valuation List & preparation of MIS reports
- Picking up of the Inspection Books from West Bengal Valuation Board to your place and after completing the process of data entry the above said Inspection books returned back safely to the WBVB.
- 3) Deploying adequate number of operators so that such data digitization can be executed in a time bound manner.
- 4) Administration and management of application including on-premise server with back up and adequate number of computers & operators.
- 5) After successful completion of the work for the 1st year, the project may be extended for the next two successive terms, each term being one year at a time.

The above is a description of the high level scope of the project. The Agency shall be required to study the actual requirements during implementation for generation of the valuation lists and reports.

36/11/23 200 The Som of 1/20

1.4. Price Bid: BoQ Submission Format

The bidders shall submit the financial bid as per the BOQ format provided.

Page 9 of 40

SECTION - C

ELIGIBILITY CRITERIA & TECHNICAL CRITERIA

All the bidders must upload online the following documents / statements, in authenticated / attested photocopies. However, Registered Partnership deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application. (Non-Statutory documents)

- The bidder must be company registered under Companies Act, 1956 / 2013 or Partnership or LLP or OPC or Proprietary either a Firm. Documentary evidence to be submitted in support. Any Consortium / Joint Venture is not allowed.
- E.M.D. for Rs. 20,000 (Rupees Twenty Thousand only) which must be deposited online through wbtender portal.
 In terms of Memorandum No.4245-F(Y) dated 28.05.2013, EMD exemption is not applicable for works contract.
- 3. Valid Trade License issued by the concerned Municipal Corporation / Municipality/Gram Panchayat for the Financial Year 2023-24.
- 4. Copies of the Income Tax returns submitted for the financial years 2020-21, 2021-22 and 2022-23.
- 5. Income Tax PAN Card (Copy).
- 6. GSTN Registration Certificate (Copy).
- 7. Copies of the Professional Tax paid challan for the Financial Years 2020-21, 2021-22 and 2022-23.
- 8. Any of the offices including processing unit of the concerned bidder must be located within KMDA area.
- 9. The Bidder must have at least 10 computers in each office.
- 10. Bidder must have at least 10 computer personnel with sufficient reserve computer personnel.
- 11. The Bidder must have at least two Supervisors having requisite computer knowledge.
- 12. The Bidder must have experience in data entry and data processing work in Central or State Government Department/PSU/Autonomous Body and should produce credentials of a similar nature of work of minimum value of Rs.3 lakh during five years commencing from FY 2018-19 prior to the date of issue of the tender notice or intending tenderers should produce credentials of 2(two) similar nature of work valued at least Rs.2.50 lakh during five years commencing from FY 2018-19 to the date prior to issue of the tender notice or intending tenderers should produce credential of one single running work of similar nature which has been completed 75% or more and value of which is not less than Rs.3 lakh. In case of running works only those tenderers who will submit the certificate of satisfactory running work from the concerned competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, i.e. the tenderer.
- 13. The Bidder must develop / arrange a customized Graphical User Interface (GUI) and Data Base Management system based computerized programming package with all types of validation facilities, subject to the satisfaction of this Board, for compilation of entered data and calculation of annual valuation and property tax.
- 14. The source code of the said programme package will have to be shared to this Board, whenever it will be required.
- 15. The Bidder must have adequate numbers of Printers at his office premises for carrying out the printing jobs smoothly.
- 16. 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 shall not be accepted.

Page 10 of 40

- 17. 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).
- 18. Bidder shall submit NIT Declaration (Section P) duly signed by the authorized signatory of the company as per format. Deviation in format may not be accepted.
- 19. A declaration in NJ Stamp paper worth at least Rs. 10/- duly notarised shall have to furnished in the annexed format number (Section –Q) in respect of points mentioned in 8,9,10,11,13,14,15,17 here in above.

SECTION - D

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	01.12.2023 5:00 pm
2	Documents download start date (Online)	01.12.2023 5:00 pm
3	Last Date and time of sending the queries (Offline) 1. WEST BENGAL VALUATION BOARD POURA PRASHASAN BHAVAN" (2 ND Floor) DD-1, Sector -1, Salt Lake, Kolkata – 700 064 2. Mail to - ms4wbyb/agmail.com	05.12.2023 Up to 4:00 pm
4	Pre-Bid Meeting WEST BENGAL VALUATION BOARD POURA PRASHASAN BHAVAN" (2 ND Floor) DD-1, Sector -1, Salt Lake, Kolkata – 700 064	06.12.2023 12:30 pm
5	Bid Submission start date & time (Online)	07.12.2023 11:00 am
6	Bid Submission closing date & time (Online)	15.12.2023 4:00 pm
7	Bid opening date & time for Technical Proposals (Online)	15.12.2023 5.00 pm
9	Financial Bid opening date and time (Online)	To be notified later

Page 11 of 40

130/11/23

In Try

SECTION - E

INSTRUCTION TO BIDDER

1. DEFINITIONS

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

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

"Bidder" means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder.

"Contract" is used synonymously with Agreement.

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

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

"Default Notice" mean the written notice of Default of the Agreement issued by one Party to the other.

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

"GoWB" means Government of West Bengal.

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

"Similar Nature of Work" means 'Data Entry or Digitalization form the manual scoring of Inspection Book.

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

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

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

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

"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.

Page 12 of 40

30/11/23 2011/12

"WBVB" means West Bengal Valuation Board, GoWB.

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

2. PRE BID MEETING

Pre Bid Meeting will be held on 06.12.2023 at 12.30PM

COST OF BIDDING

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

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, WBVB reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website. The Corrigendum shall be binding on all bidders and will form part of

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 & WBVB 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):

The bidder shall submit Earnest Money Deposit online through wbtender portal following guidelines of FD's Memo/ circular 3975-F(Y) dated 28/07/2016.

10. REFUND OF EMD

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

Page 13 of 40

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

12. FORMS AND FORMATS

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

13. LACK OF INFORMATION TO BIDDER

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

14. CONTRACT EXECUTION

On receipt of the Letter of Award/Purchase Order the contractor should submit a Performance Bank Guarantee (PBG) of Rs. 100,000/- (Rupees one lac only) within three weeks from the date of receipt of Letter of Award/Purchase Order. The PBG should be valid for six months more than the completion period. All delivery will have to be completed as per the time schedule from the date of acceptance of contract and the contractor has to ensure all activities leading to the work of the contract to be completed within the stipulated time from the date of award. Subsequent to the award of contract, the contract or 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.

14. LIABILITY

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

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

Page 14 of 40

20/11/2> 20/11/

		For any india	rect	, conseque	ntial	loss or d	amage. I	ost	profits th	hird	narty loce	or dom	o a a ta
		Property or	los	of or dan	nage	to data.			promo, n	iii Ci	party 1033	or dam	age to
For a	any	direct loss						ս յ	payment	for	Contract	Price i	nade o

expected to be made to the Contract or here under.

15. PATENTS & COPYRIGHT

If a third party claims that a product delivered by the Contractor to WBVB infringes that party's patent or copyright, the Contractor shall defend WBVB 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 WBVB.

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, WBVB would permit Contractor to enable WBVB 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, WBVB agrees to return the product to Contractor on Contractor's written request. Contractor will then give WBVB a credit equal to for a machine. WBVB's net book value (provided WBVB has followed generally accepted accounting principles for a generally available software product produced by Contractor (Program) the amount paid by WBVB or 12 months charges (whichever is lesser) and for materials the amount paid by WBVB for the materials. These will be Contractor's entire obligation regarding any claim of infringement.

16. SUSPENSION OF WORK

WBVB 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 WBVB. The Contractor shall recommence work immediately after receiving a notice to do so from WBVB. The whole or any part of the time lost for such delay or suspension shall, if WBVB in its absolute discretion thinks fit, but not otherwise, be added to the time allowed for completion.

17. TERMS OF PAYMENT

Payment terms will be made on submission of Tax Invoice following Government norms.

18. GOVERNING LAWS

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

19. CORRUPT OR FRAUDULENT

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose, the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force. The Tender Committee will reject a proposal for award if it detects that the bidder has

Page **15 of 40**

engaged in corrupt or fraudulent practices in competing for the contract in question. The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

20. BIDING CLAUSE

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

The Tender Committee reserves the right:

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

21. WORKMEN'S COMPENSATION

In every case in which by virtue of the provision of the workmen's compensation Act 1923 or any other relevant acts and rules, compensation to a workmen employed by the contractor, is payable, then this should be done by the Contractor. If WBVB 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. WBVB shall not be bound to contest any claim made against the Contractor in respect of workmen's compensation.

22. CONTRACTOR'S EMPLOYEES

The Contractor shall comply with the provision of all labour legislation including the requirement of the payment of Wage Act 1936 and the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract. The Contractor must ensure that he complies with PF, ESI regulation for all his deployed employees. The Contractor shall see that all authorized Sub Contractors under him similarly complied with the above requirement.

23. SAFETY MEASURES

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

24. EQUIPMENT

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

25. SUB-CONTRACT

The WBVB does not recognize the existence of Sub-Contractors. The Contractor's Page 16 of 40

Quant (

30(112)

responsibility is not transferable. No consortium / JV partner is allowed.

26. TIME SCHEDULE

Time schedule of each item shall be mentioned in each work order.

27. TERMINATION FOR DEFAULT

WBVB 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 WBVB in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WBVB. 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 WBVB will invoke the amount held back from the contractor as PBG.

28. LOCATION

As mentioned in Section - A (BACKGROUD & OBJECTIVE)

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, WBVB 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 WBVB.

29. FORCE MAJEURE

It is hereby defined as any cause, which is beyond the control of the Contractor or WBVB 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

Page 17 of 40

get n/2)

Intra months

Smalle

to fulfill its or their obligation under the Contract but without prejudice to either party's right to

No delay or nonperformance by either party to this Contract caused by the occurrence of any Constitute a default or breach of the contract.

Give rise to any claim for damages or additional cost or expense occurred by the delay or nonperformance. If, and to the extent, that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

30. INSURANCE COVERAGE

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

31. PERFORMANCE BANK GUARANTEE (PBG)

As a guarantee for timely delivery of service as well as quality performance of the job, as mentioned in scope of work, from the date of final acceptance of job and pertaining to proper execution of the job, the bidder will have to submit Rs 1,00,000/- (Rupees one lac) as security in the form of Performance Bank Guarantee from any nationalized bank valid for 180 days beyond the final completion period. PBG to be submitted within 7 days from the date of issuance of order. On receipt of PBG, the EMD will be returned to the successful bidder without

32. CONTRACTOR'S RESPONSIBILITIES

Refer Section - B (Scope of Work & Responsibility).

33. NO WAIVER OF RIGHTS

Neither the inspection by WBVB or any of their agents nor any order by WBVB for payment of money or any payment for or acceptance of the whole or any part of the works by WBVB, nor any extension of time, nor any possession taken by WBVB shall operate as a waiver of any provision of the contract or of any power reserved to WBVB, 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

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 procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with WBVB 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 WBVB resulting from any cancellation. WBVB shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under contract.

35. ENFORCEMENT OF TERMS

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

300.1/2

Page 18 of 40

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, WBVB may ask for extension of the period of validity and such a request shall be binding on Bidders. WBVB'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	37.	TAXES	& DUTIES
--------------------	-----	-------	----------

Ц	The prices shall be inclusive of all taxes & levies including GST and other statutory Contract Price specified in D.
	duties as applicable. Rate of towns I levies including GST and other at
	duties as applicable. Rate of taxes should be indicated separately in the Price Bid.
	Jacobilli, William Complete 11
	rules. Blall be made from invoice as made from invo
	Necessary certificate will be issued for such deductions. Bidder submitting a bid shell and be deductions.
	Bidder submitting a bid shall produce valid statutory documents / certificates with respect to shall remain valid on the lost day. Trade License, etc. All such documents /
	GST, Income Tax, ROC Prof Toy T Toy To Tax T
	GST, Income Tax, ROC, Prof. Tax, Trade License, etc. All such documents / certificates with respect to shall remain valid on the last date of tender submission.
	In case of inter-state transaction, WBVB will provide "Waybill". However, statutory GST component of the increase of the incre
	charges, if any will be borne by the bill provide "Waybill" However
	mismatch / irregularity in GST return Gui
Diggs-	mismatch / irregularity in GST return filling on the part of the bidder.
DISCRE	PANCIEC DI DIE

38. DISCREPANCIES IN BID

	Discrepancy between decerior
	Discrepancy between description in words and figures, the rate which corresponds to the Discrepancy in the amount
Li	Discrepancy in the amount such
	Discrepancy in the amount quoted by the bidder due to calculation mistake of the

by 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

39. BID DUE DATE

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

40. LATE BID

Any proposal received by WBVB after the deadline for submission of proposals may not be 41. OPENING OF BID BY WBVB

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 WBVB premises at scheduled date 42. CONTACTING WBVB

Bidder shall not approach WBVB officers beyond office hours and/or outside WBVB office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence WBVB 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 WBVB, it should be in writing following the procedure mentioned hereinabove.

Page 19 of 40

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

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

44. BID CURRENCIES

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

45. PRICE

Price should be quoted in the Financial Bid format only. No deviation is acceptable.

Price quoted should be firm, inclusive of packing and delivery.

Percentage/specified amount of taxes & duties should be clearly mentioned otherwise WBVB reserves the right to reject such vague offer. Price to be quoted inclusive of all charges.

46. CANVASSING

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

47. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

48. FORMATS AND SIGNING OF BID

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

49. WITHDRAWAL OF BID

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

50. INTERPRETATION OF DOCUMENTS

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

51. SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK

WBVB reserve the right to split up and distribute the work among the successful bidders and to curtail any item of work in the schedule partly or fully. 52. PREPARATION OF TENDER

Tender shall be submitted in accordance with the following instructions:

a) Tenders shall be submitted in the prescribed forms. Digital signatures shall be used. Where there is conflict between the words and the figures, the words shall govern.

b) All notations must be in ink or type written. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons signing the tender.

c) Tenders shall not contain any recapitulation of the work to be done. Alternative proposals

Page 20 of 40

will not be considered unless called for. No written, oral, telegraphic or telephonic proposals for modifications will be acceptable.

Tenders shall be uploaded as notified on or before the date and time set for the opening of

e) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected. f) Each and every page of the tender document must be signed with company seal by the bidder. g) Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter. 53. PRE-DISPATCH INSTRUCTION

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

54. FINAL INSPECTION

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

55. ERASURES OR ALTERNATIONS

The offers with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ions is not only signed by the authorized signatory of the bidder. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Customer may treat offers not adhering to these guidelines as unacceptable. The Customer may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and the Tender Committee reserves the right for such waivers. 56. COMPLIANCE WITH LAW

The contractor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

57. CLARIFICATION OF BIDS

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

58. DEEMED ACCEPTANCE

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

59. QUALITY CONTROL

The contractor is obliged to work closely with WBVB and/or West Bengal Valuation Board, act within its authority and abide by directive issued by them on implementation activities.

The contractor will abide by the safety measures and free WBVB and West Bengal Valuation Board 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 WBVB and West Bengal Valuation Board responsible.

The contractor will treat as confidential all data and information about the system, obtained

Page 21 of 40

in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of WBVB/ West Bengal

- WBVB reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. WBVB 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 WBVB does not relieve the contractor of the responsibility for quality control in all phases.
- The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract. 60. GENERAL TERMS

- All the documents including bid documents shall be uploaded in the portal by using the digital signature of the owner of the firm.
- All the documents are to be scanned from original copy and in color mode 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 WBVB reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
- c) No Technical/Commercial clarification will be entertained after opening of the tender.
- d) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscription is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory
- e) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WBVB reserve the right to increase or decrease the quantity
- WBVB 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
- g) WBVB 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) Supporting technical brochures/catalogues indicating each feature in respect of offered model and make must be submitted along with the offer, in absence of which the offer is
- No dispute by the bidders in regard to Technical/Commercial points will be entertained by WBVB and decision taken by the Tender Committee will be final.
- j) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall
- The price offers shall remain firm within the currency of contract and no escalation of price
- 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
- m) The customer/WBVB at its discretion may extend the deadline for the submission of Bids.
- n) The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

Page 22 of 40

SECTION-F

BID FORM

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

To
Member Secretary,
West Bengal Valuation Board,
Poura Prasasan Bhaban (2nd Floor)
DD-I, Sector-I, Salt Lake,
Kolkata – 700064.

Sub: Data Entry or Digitalization form the manual scoring of Inspection Book for West Bengal Valuation Board.

Dear Sir,

- We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. 2 /WBVB/ENIT (2nd Call) of 2023-24, do hereby propose to execute the job as per specification as set forth in your Bid documents.
- 2. The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of prices stated in our proposal are in accordance with your bidding.
- We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
- 4. Earnest Money Deposit: We have deposited EMD amount online through wbetender 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 amounting to Rs. 1,00,000/- (Rupees One lac) only as stipulated in Financial Bid.
- 8. We agree that WBVB reserves the right to accept in full/part or reject any or all the bids received without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Thanking you, we remain,

Page 23 of 40

30/11/23 3071/43

Yours faithfully	
Signature	
Name in Full	
Designation	
	Signature & Authorized Verified by
	Signature
	Name in Full
	Designation
	Company Stamp
Dated, thisday of2023	

Page **24** of **40**

SECTION - G

TECHNICAL EVALUATION & AWARDING OF CONTRACT

A. TECHNICAL EVALUATION PROCEDURE

The financial offer of the prospective bidder will be considered only if the bidder qualifies in the Technical Bid. The decision of the Tender Evaluation Committee will be final and binding on all concerned and no challenge against such decision will be entertained. The Name of qualified bidders will be displayed in the website. Technical evaluation will be based on submission of valid documents mentioned below-

- 1. E.M.D. for Rs. 20,000/- (Rupees Twenty Thousand only) which must be deposited online through wbtender portal following guidelines of FD's Memo /Circular NO. 3975-F(Y) dated 28/07/2016.
- 2. Valid Trade License issued by the concerned Municipal Corporation / Municipality/Gram
- 3. Copies of the Income Tax returns submitted for the last three financial years (2020-21, 2021-4. Income Tax PAN Card (Copy).
- 5. GSTN Registration Certificate (Copy).
- 6. Copies of the Professional Tax paid challans for last three financial 2020-21, 2021-22 and 2022-23.
- 7. Any of the offices including processing unit of the concerned bidder must be located
- 8. The Bidder must have at least 10 computers in each office.
- 9. Bidder must have at least 10 computer personnel with sufficient reserve computer personnel.
- 10. The Bidder must have at least two Supervisors having requisite computer knowledge.
- 11. The Bidder must have experience in data entry and data processing work in any organization, the work value of which must be minimum of Rs. 4 (four) lakhs in any of the last 3 (three) preceding financial years and the credentials like payment certificate, work done certificate etc. will have to be submitted in proof of that.
- 12. The Bidder must develop / arrange a customized Graphical User Interface (GUI) and Data Base Management system based computerized programming package with all types of validation facilities, subject to the satisfaction of this Board, for compilation of entered data and calculation of annual valuation and property tax.
- 13. The source code of the said programme package will have to be shared to this Board,
- 14. The Bidder must have adequate numbers of Printers at his office premises for carrying out the
- B. FINANCIAL EVALUATION

Financial Proposal of the bidders qualifying in the evaluation of Eligibility Criteria & Technical

3011/2) July

Evaluation will be evaluated. The bidder who has qualified in the Eligibility Criteria & Technical Evaluation and returns with lowest quote (L1) in financial bid would normally be awarded the contract

C. 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 WBVB 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. D. POST QUALIFICATION

The determination evaluate the Bidder's financial, technical, design, customization, production, management and support capabilities and will be based on an will examination of the documentary evidence of the Bidder's qualification, as well as other information WBVB 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 may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the detailed

E. AGREEMENT:

An agreement in the prescribed format shall be executed in NJ Stamp within 7 (Seven) days from the

Page 26 of 40

30/n/23 20/n/3

SECTION - H

GUIDANCE FOR E-TENDERING

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the

- Registration of Bidder: Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & 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
- ☐ 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
- ☐ Participation in more than one work: A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If, found to be applied severally in a single job all the applications will be rejected.
- Submission of Tenders: Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats)

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

Techno Commercial Cover:

Technical Document1 (scanned & join in pdf format then upload)

1. NIT Declaration duly stamped & signed in letter head, Section - P

Technical Document 2 (scanned & join in pdf format then upload)

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

Financial Cover:

BOQ will be downloaded and same will be uploaded with quoted rates. While uploading BOQ file name shall remain unchanged. Non submission of any of these documents shall lead to rejection of the bid.

Page 27 of 40

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

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

S1. No.	Category Name	Sub Category Name	Single file having multiple pages) Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	☐ GST Registration Certificate ☐ PAN
В	COMPANY DETAILS	DETAILS 1	☐ Trade License ☐ Document as per Section – C ☐ Document as per Section – C
С	CREDENTIAL	B2. COMPANY DETAILS 2 CREDENTIAL 1	Company Profile (Not more than 3 pages
D	DECLARATION	CREDENTIAL 2 DECLARATION 1 DECLARATION 2	Other documents, if any List of Clients as per format (Section 2)
		DECLARATION 3 DECLARATION 4	Bidder's Details as per format (Section – L) Details of Order Executed as per format (Section – J) Document as per Section – C
7	FINANCIAL INFO	P/L & BALANCE SHEET 2019-2020 P/L & BALANCE SHEET	Audited P/L & BALANCE SHEET 2019-2020
		2020-2021 P/L & BALANCE SHEET 2021-2022	Audited P/L & BALANCE SHEET 2020-2021 Audited P/L & BALANCE SHEET 2021-2022

Page 28 of 40

Beluls months

SECTION - I

BILL OF WORK TO BE DONE

<u>S</u> 1. No	Item			
1	General Holding Description	Unit (No of Holding)	Qnty	Rat Un
1.01	Preparation of Software for processing & compilation of holding data	Number		
1.02	Manual scoring of each holding		1	
1.03.1	Data Entry of each holding	Number	1	
1.03.2	actoroped by the agency	Number	1	
1.03.2	Data Entry of each holding from Inspection Books/ Input Data Sheet where the system has been developed by West Bengal Valuation Board	Number	1	
2	Big Holding			
2.01	Manual scoring ,Data Entry from the Inspection	Number	,	
2	through software for each holding	rvamoer	1	
3	Rates of Printing of one copy of TVL, two copies of DVL, Soft copy of Database and text file and Database of DVL in Excel & Pdf format in CD/DVD/External HDD and other statistical reports consisting of both general as well as big holdings	Number	1	
4	Printing of pre-printed valuation notice	Number	1	
5	Rates for processing the FVL of each holding(Record)	Number	1	
5.01	Data Entry of order sheet			
5.02	Processing the FVL through Software	Number	1	
.03 I	Printing of two sets of final as a server	Number	1	
i	ext file and database file in format of .xls & pdf formats of .CD/DVD/External HDD and other statistical reports onsisting of both general as well as big holdings	Number	1	

Page **29** of **40**

30/11/23

anily

SECTION - J

DETAILS OF ORDERS EXECUTED BY BIDDER

(Tender No. 2 /WBVB/ENIT (2nd Call) of 2023-24)

SI. No.	Order No.	Order Date	Order Value	Brief description of items and job details	Completed (Yes/NO)	Name of the	Contact details of the
						Customer	Customer
		75					
		-10					

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

- A. Type of Project shall indicate the implementation of services (Delivery & Installation of Network
- 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

Page **30** of **40**

30/11/23

SECTION - L

BIDDERS'S DETAILS (Tender No. 2 /WBVB/ENIT (2nd Call) of 2023-24)

1	Name of the Firm	5).
2	Registered Office Address	
	Contact Number	
	Fax Number	
	E-mail	
3	Correspondence / Contact address	
	Name & Designation of G	
	Name & Designation of Contact person Address	
	Contact Number	
	Fax Number	
	E-mail	
4		
	Is the firm a registered company? If yes, submit documentary proof	
	Vegrand Discosi	
6	Year and Place of the establishment of the company Former name of the company	
7	Former name of the company, if any Is the firm	
	is the firm	
- 1	 a Government/ Public Sector Undertaking a propriety firm 	
- 1	a partnership firm (if yes, give partnership deed)	
	a limited company or limited corporation	
- 1	- Intelliged to a of the same in the	
	name and address and description of other	
- 1		
	a subsidiary of a large corporation (if yes give the	
	name and address of the parent organization). If	
	if any, will the parent company have in the project.	
3 1	Is the firm registered with Sales Tax department? If yes, submit valid GST Registration and if	
5	submit valid GST Registration certificate.	
-	the fifth redistered to e.e	
7	Tax registration certificate.	
r (Total number of employees Attack	
100	- Jou registered with one	
P	Public Sector Undertaking (if yes, give details)	
Н	low many years has your and its	
u	low many years has your organization been in business	
y	nder your present name? What were your fields when ou established your organization	
	your organization	

Page **31** of **40**

Agents Santa

13	What type best describe	
1	What type best describes your firm? (Purchaser reserves the right to verify the claims if a	
	the claims if hecessary)	
1	Manufacturer	,
1		
1	System Integrator	
	Consultant	
	Service Providen (DI	
	Service Provider (Pl. specify details)	
1	John ale Develonment	1
	Solution provider (Design C. 1	1
	S-mion, Octivi)	1
14	IT Company	
14	Number of Offices in district headquarter in West Bengal Is your organization having ISO 2020	
15		
16	List the major clients with whom your organization has been / is currently associated	
	been/is currently associated.	
17	Have you in any consist	
	Have you in any capacity not completed any work	
1 1		
18		
10	Have you ever been denied to de la	
	(Give details)	
Autho	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
Aumo	orized Signatory (Signature In full):	
Name	and title of Signatory:	
	,	
Compa	any Rubber Stamp:	
	т.	

Page 32 of 40

35/11/23

SECTION - M

FORMAT FOR PRE-BID MEETING QUERY

[Tender No. 2 /WBVB/ENIT (2nd Call)]

Name of the Bidder:

Section	CI		
No.	Clause No.	Page No.	Queries

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

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

Page **33** of **40**

3811/23

SECTION - N

LIST OF CLIENTS OF SIMILAR ORDERS

S1. No.	Name of the Client	der No. /WBVB/ Address	Contact		
		Address	Person	Designation	Contact Numbers
* -					Data de la constante de la con
-					
-					
orized S	signatory (Signature In full): _				
	(orginature in full): _		115-11-11-11-11-11-11-11-11-11-11-11-11-		

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

20m12)

an Tuy

For a find

Page **34** of **40**

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 WEST BENGAL VALUATION BOARD, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its Registered office at Pora Prashasan Bhavan, Block DD, Sector I, Kolkata-700 064 (hereinafter called "The Purchaser") having agreed to accept from
Page 35 of 40
301. The Organia

to Rs (Rupees and writing on or before we shall be relieved and disclude. WE, except with the previous	r to issue this guarantee on behalf of Guarantor and holds full and valid favour by the Guarantor authorizing him to execute the Guarantee. Ontained herein above, our liability under this guarantee is restricted only and our guarantee shall remain in unless a demand or claim under the guarantee is made on us in all your rights under the guarantee shall be forfeited and harged from all liabilities there under. Lastly undertake not to revoke this guarantee during the currency consent of the Purchaser in writing. In witness have set and subscribed our hand on this day of
	SIGNED, SEALED AND DELIVERED
WITNESS 1)	(Stamp of the executants)
(Name & address in full w	ith Rubber Stamp)

Page **36** of **40**

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

- I. Bank Guarantee (B.G.) for Advance payment, Mobilization Advance, B.G. for security Depositcum- Performance Guarantee, Earnest Money should be executed on the Non- Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
- 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
- 5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such
- 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 WBVB 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
- 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 /
- 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 WBVB.

20/11/23 20/11/23 20/11/23

Page 37 of 40

SECTION - P

NIT DECLARATION

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

Member Secretary West Bengal Valuation Board Poura Prashasan Bhavan Sector-I, Salt Lake, Kolkata-700064.

> Sub: Data Entry or Digitalization form the manual scoring of Inspection Book for West Bengal Valuation Board.

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. 2 /WBVB/ENIT (2nd Call) of 2023-24 for Data Entry or Digitalization form the manual scoring of Inspection Book for West Bengal Valuation Board published by West Bengal Valuation Board 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

30/11/2) monitus

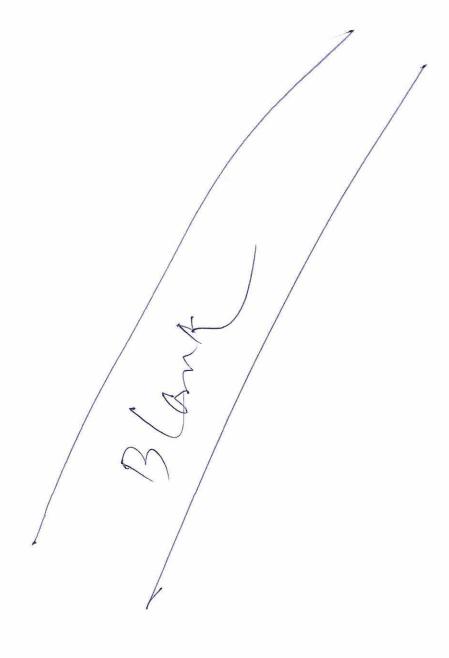
Page 38 of 40

SECTION - Q

I					
			hav	ing	office
at	do	here	by	sole	emnly
affirm and declare as follows:					J

- 1. That my office(s) including processing unit is/are located within KMDA area.
- 2. That I am possessed with at least 10(ten) computers in each office.
- 3. That I have at least 10(ten) computer personnel with sufficient reserve computer personnel.
- 4. That I have at least two Supervisors having requisite computer knowledge.
- 5. That I shall develop / arrange a customized Graphical User Interface (GUI) and Data Base Management system based computerized programming package with all types of validation facilities, subject to the satisfaction of the Board, for compilation of entered data and calculation of annual valuation and property tax.
- 6. That, the source code of the said programme package will have to be shared to this Board, whenever it will be required.
- 7. That I have adequate numbers of Printers at or office premises for carrying out the printing jobs smoothly.
- 8. That I have not 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).

Page **39** of **40**



Page **40** of **40**

30/1/27 301/1/2