

NOTICE INVITING TENDER

For

Scanning/Digitisation of Records of Sarva Siksha Mission, MGNREGA, GO Cell, JM Section & District Record Room Section, Government of West Bengal, Office of the District Magistrate, Barasat, North 24 Parganas

Tender No : 9/DeGS

Date : 17/08/2011

District e-Governance Society, North 24 Parganas

Office of the District Magistrate
New Administrative Building
Rishi Bankim Sarani
Barasat, North 24 Parganas
Kolkata-124

**District eGovernance Society
North 24 Parganas
New Administrative Building
Rishi Bankim Sarani, Barasat
Kolkata-124**

NIT No. 9/DeGS

Date: 17/08/2011

Sub : Notice Inviting Tender (NIT) for Scanning/Digitisation of Records of Sarva Siksha Mission, MGNREGA, GO Cell, JM Section & District Record Room Section, Government of West Bengal, Office of the District Magistrate, Barasat, North 24 Parganas.

Sealed bids in the prescribed formats are requested from professionally competent and experienced firms / organizations for the works mentioned above. The bids shall be valid for a period of one year from the last date prescribed for receipt of bids by the DeGS, N24PGS. The agency selected as a result of the bid process shall sign a contract with the DeGS, North 24 Parganas to carry out the Scanning/Digitisation of Records of Office of the District Magistrate, Barasat, North 24 Parganas.

The tender documents can be downloaded from the website of the North 24 Parganas District at <http://north24parganas.gov.in> or <http://etender.wb.nic.in> and submitted along with Bank Draft of Rs.500/- (Five Hundred) only in favour of "Chairman, DeGS, North 24 Parganas" by Demand Draft.

The offer can be submitted electronically through <http://etender.wb.nic.in> following the standard procedure or physically in the Tender Box retained with the department on or before 01/09/2011 upto 04.00 p.m.



**Chairman
District eGovernance Society
North 24 Parganas**

CONTENTS OF THE TENDER DOCUMENT

The Tender document comprises of the following:

SECTION – 1	INTRODUCTION
SECTION – 2	SCOPE OF WORK
SECTION – 3	INVITATIONS FOR BIDS
SECTION – 4	TECHNICAL BIDS
SECTION – 5	FINANCIAL BID
SECTION – 6	BID OPENING & EVALUATION
SECTION – 7	GENERAL TERMS AND CONDITIONS
SECTION – 8	CONTRACT DOCUMENT
SECTION – 9	PERFORMANCE BANK GUARANTEE

SECTION-1

Introduction

The Collectorate, North 24 Parganas is the nodal agency for planning, promotion, coordination and overseeing the implementation of various developmental scheme/project in the district apart from law & order and administrative issues. In the process, a large quantity of records are produced on daily basis due to which the Collectorate is facing serious constraints in terms of space and lot of difficulty is being faced for preserving the documents and their retrieval in times of need. At present all the sections of the Collectorate are full of records. Even then, files are piling up steadily in most of the corridors of the Collectorate Building. In this regard, the District Authority has decided for scanning/digitization of existing records so that most of the records can be weeded out.

General Instructions to Bidders

1. The bidder shall scan and digitize at least that many pages as, in the opinion of competent authority can be conveniently scanned/digitized every day, in the space made available to the bidder for the purpose of scanning and digitization.
2. The interested persons/bidders can inspect the records lying in the Record Room/Almirahs as also the place to be provided for the purpose after contacting Officer in Charge, IT, at 9434525250 during working hours of the Collectorate.
3. The bidder must own Scanning / digitising, indexing, storing and retrieval facility setup since last 4 years, i.e., current Financial Year and preceding 3 years. The bidder must be able to carry out cropping and cleaning of images (removing black noises around the text), skew correction to make the images straight and providing the equal margins all around the text.
4. The bidder must have (i) at least three years experience of Scanning/digitisation, indexing, storing and providing retrieval facility of records; and (ii) must have scanned/digitized at least 1 lakh documents in Central/State Government Offices/ Courts/ PSUs, out of which at least 2 projects of 50000 documents each should have been scanned using standard scanning technology. Documentary evidence by way of completion certificate should be produced in support of experience and performance.
5. The Agency/company/firm/bidder must have annual turnover of not less than 2 lakhs rupees in each of the past three financial years (2008-2009, 2009-10, 2010-11) from scanning/digitization work only.
6. The bidder should be registered for Service Tax (Copy to be enclosed).
7. **Parties** : The parties to the Contract are the contractor (the bidder to whom the work will be awarded) and the Chairman, DeGS, North 24 Parganas.
8. **Addresses**: For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent to the Chairman, DeGS, North 24 Parganas. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
9. **Signing of Tender**: Individual signing the tender or other documents connected with contract must specify whether he signs as:-
 - (a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor.

- (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.

N.B.

- (i) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (ii) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
- (iii) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Chairman, DeGS, North 24 Parganas may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (iv) The bidder should sign and affix his/his firm's stamp at each page of the tender and all its Annexures as the token of having read and understood the documents. The successful bidder, having been communicated about acceptance of his offer and award of the tender, shall have to enter into an agreement with the Chairman, DeGS, North 24 Parganas in non-judicial Stamp Paper of Rs.100/-. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.**

10. **Sub-letting of Work:** The contractor shall not assign, transfer or sublet or attempt to assign, transfer or sublet, whether wholly or in part, any portion of the work to any other entity.

11. **The tender is not transferable.**

12. **Cost of Bid**

The tender documents can be downloaded from the website of the North 24 Parganas District at <http://north24parganas.gov.in> or <http://etender.wb.nic.in> and submitted along with Bank Draft of Rs.500/- (Five Hundred) only in favour of "Chairman, DeGS, North 24 Parganas".

SECTION-2

SCOPE OF WORK

(a) Pre Scanning Activities

- Documents are kept at various locations of Collectorate, North 24 Parganas. Vendor is required to handle these documents carefully. Documents are to be collected from sections/departments and required to be counted and entered into the log register before taking to the scanning area.
- Since many documents are very old and are not in good physical condition, documents are required to be repaired if not in condition fit for scanning.
- It'll be the responsibility of vendor to take care of document's security. In case of loss of any document's appropriate remedy shall be taken from vendor for the loss suffered. A committee shall be constituted for assessing the damages and finalizing the appropriate remedial measures.
- Each page shall be serially numbered and shall be counted while giving the documents back.

(b) Scanning Activities

Batch Processing, Archiving (Scanning Storing into image/digital form) and Retrieval.

- Receiving files by the contractor from staff of the sections/departments after counting and entering details in the log register.
- Preparing the files for scanning/digitization purpose, i.e. removal of tags, pins, etc.
- Scanning Storing the Data in Scanned form with mirroring facility and one additional backup on hard disk drive.
- Indexing the scanned and stored data. Handing over the files back to the section in their original condition.
- Handing over the slotted scanned data on appropriate electronic media to sections.
- Transferring the stored scanned data on the hard disk of section's computers / servers.
- Imparting of adequate training to the staff of this Collectorate for (A) archival (scanning and storing) (B) retrieval and printing.
- Full maintenance and support for one year after the completion of the work.
- The software and the methodology to be adopted should ensure seamless integration with the existing workflow system.

(c) Image Enhancement Activities

- Vendor should ensure that quality of scanned images are enhanced upto the optimum level and required image enhancement activities like Deskew, Despackle, contrast ratio setting etc. has been done on the documents.
- In case the documents are not legible it'll be the bidder's responsibility to scan the documents on high resolution i.e. 600 dpi or higher.
- In case if documents are not visible then document scanning shall be done in Gray Scale. No extra payment shall be made for the same.

(d) Scanning Activities Conditions

- Take precautions with documents in an orderly manner without disturbing the chronology of the documents and without mixing pages between different documents.

- Carry out the scanning and profiling (including any Meta data entry) of the documents as supplied to the vendor. The vendor shall strictly comply with the operational processes for implementation of the project.
- The vendor shall add/replace poor quality scanned images/documents on its own, for which vendor shall not be entitled to get any extra payment.
- It is absolute responsibility of the vendor to ensure that the contents of the digitized documents shall be an exact replica of the original paper document maintained as part of the records in the books. This will be a mandatory condition for the vendor to authenticate the validity of the digitized documents.
- Authority may direct to get all the documents scanned and digitized afresh by any other vendor, if it is found that the vendor has not performed the task of scanning digitization satisfactorily and the images are of poor quality and expenditure in doing so incurred by authority shall be deducted from the vendor's bill.
- The files /documents will not be allowed to be removed from premises allocated to the firm. Suitable hardware infrastructure/facilities have to be established onsite at the room allocated by the authority to do the Digitization work.
- Under any circumstances, the documents should not be changed, mutilated, destroyed or replaced by some other documents.

(e) Indexing/Metadata Entry

Vendor has to do the metadata entry as per the requirement of Authority. Indexing parameters shall be decided by the Authority at the time of award of contract.

Metadata Creation: Subject Metadata – Section wise

- Division
- File number
- Subject
- Date of Opening the file
- Date of Closing the File
- Total no. of pages of Notesheet
- Total no. of pages of Correspondence
- Total No. of Pages
- Language
- Condition
- Keywords (minimum 5 per page)

SECTION-3

INVITATION FOR BIDS

Invitation for bids through the Tender Notice is for selection of the firm (also called the 'bidder') capable of Scanning digitization of Record as specified in the scope of work and in accordance with the terms and conditions. Sealed bids prepared in accordance with the procedures enumerated in this Tender Notice should be submitted to the following address on & before 04.00 PM of 01/09/2011.

Contact person:

Officer in Charge, IT (94345 25250)

ADIO (033) 25846241

(a) Due Diligence

The bidder is expected to examine all instructions, forms, terms and conditions in the Tender Notice. The bid should be precise, complete and in the prescribed format as per the requirements detailed in this Tender Notice. All the pages comprising the technical and financial bid shall be serially numbered. Failure to furnish all information required, or submission of a bid not conforming to the requirements in every respect will be at the Bidder's risk and may result in rejection of the bid and forfeiture of Earnest Money Deposit (EMD).

(b) Bid preparation and submission costs

The bidder shall bear all costs associated with the preparation and submission of the bid and authority will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

(c) Language of Proposals

The bids and all correspondence and documents shall be written in English.

(d) Clarification of Bidding Documents

The Bidder requiring any clarification of the bidding documents may notify the authority in writing by letter or e-mail. The following personnel may be contacted for the purpose.

Contact details

<dio-nprg@nic.in>

The DeGS, N24PGS will respond in writing to any request for clarification of the bidding documents, which it receives not later than **2.00 PM** of **29/08/2011**. The DeGS, N24PGS will also convene a pre-bid meeting on **29/08/2011** at **1500 hrs** to provide the clarifications.

(e) Experience & Client Profile

As per Annexure D in Section 4.

(f) Conceptualization of the project

The project proponent shall indicate the details regarding the Scanning digitization of Records being carried out along with the scanning, as well as digitization and indexing.

(g) Amendment of Bidding Documents

At any time before the deadline for submission of bids, DeGS, N24PGS, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the bidding document by amendment. All prospective Bidders shall be notified of the amendment through the District Website, North 24 Parganas and all such amendments shall be binding on them. If required, in order to allow Bidders reasonable time in which to take the amendment into account in preparing their bids, DeGS, N24PGS reserves the rights to extend the deadline for the submission of bids and the same shall be notified on the District Website, North 24 Parganas.

(h) Earnest Money Deposit

The Bidders must enclose Demand Draft or may directly electronically transfer / remit a sum of ` Rs. 5,000.00 (Rupees Five Thousand) only, as Earnest Money along with the Technical Bid, in favour of "Chairman, DeGS, North 24 Parganas" payable at Kolkata as per detail mentioned above. The EMD of unsuccessful bidders shall be returned without any interest only after finalization of the tender and after the successful bidder signs the contract with Chairman, DeGS, North 24 Parganas. EMD of the successful bidder shall be returned to the agency without interest after the agency signs the contract and along with a Performance Bank Guarantee (PBG) equal to 10% of the contract value with DeGS, N24PGS. Non-submission of Earnest Money will summarily lead to rejection of the Bid. Also, proper documents are to be furnished in case of claiming exemption from the same.

(i) Forfeiture of EMD

The EMD will be forfeited if the agency

- Withdraws the bid during the period of bid validity.
- Does not accept the correction of errors.
- If the successful Bidder fails to sign the Contract within the time stipulated by DeGS, N24PGS.
- Adopts unfair practices to influence the outcome of the bid process.

(j) Validity Period

The bids shall remain valid for one year after the date of bid opening prescribed by DeGS, N24PGS. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal. The DeGS, N24PGS holds the rights to reject a bid valid for a period shorter than one year as nonresponsive.

(k) Disqualification

The DeGS, N24PGS reserves the right to reject bids in the following cases:

- The Bids which are received after due date and time.

- Bids not accompanied by all requisite documents along with the Earnest Money Deposit (EMD).
- If the hard copy of financial bid is not signed by the authorized signatory of the agency.
- Bids not substantially responsive and not submitted in accordance with the required formats.
- If the agency increases the quoted prices during the validity of the bid or its extended period, if any.
- If the bidder submits the bid specifying his own terms and conditions.
- Information submitted in technical bid is found to be misrepresented, incorrect or false.
- Financial bid is placed in the same envelope as technical bid.
- Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 15 working days of the date of notice of award of contract or within such extended period, as may be specified by DeGS, N24PGS.
- Bidders may specifically note that while evaluating the bids, if it comes to DeGS, N24PGS's knowledge, expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of bids, then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the bids floated by DeGS, N24PGS.

(l) Corrections in the Bid

- Corrections, if any, in the bid documents submitted by the agency should be attested properly by the authorized signatory failing which the bid is liable to be rejected.
- Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted rate will be entertained after the financial bids are opened. All corrections, if any, should be initialed by the authorized signatory before submission, failing which the financial bids may not be considered.

(m) Deadline for Submission for Bids

Last date for submission

The Bids (both Technical and Financial) must be received by the DeGS, N24PGS at the address specified not later than 04.00 PM on 01/09/2011. In the event of the specified date for the submission of Bids being declared a Government holiday the Bids will be received up to the appointed time on the next working day.

Extension of last date for Submission

The DeGS, N24PGS may, at its own discretion, may extend the deadline for submission of bids and notify the same through the District website, in which case all rights and obligations of DeGS, N24PGS and Bidders subject to the previous deadline will thereafter be subject to the deadline as extended.

(n) Late Bids

Any bid received by the DeGS, N24PGS after the deadline / extended deadline for submission of bids prescribed by DeGS, N24PGS will be summarily rejected and returned unopened to the Bidder. The DeGS, N24PGS shall not be responsible for any postal delay or non-receipt/ non-delivery/ incomplete bids. No further correspondence on this will be entertained.

(o) Prices

The rates quoted by the bidder in the financial bid are final and no adjustment of the contract price shall be made on account of any variations in costs of manpower and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price (arrived from financial bid or through negotiation, if any) shall be the only payment, payable by the DeGS, N24PGS to the

successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price would be inclusive of all taxes, duties, charges and levies as applicable. The bidder may indicate separately such charges in the bid.

The prices, once offered, must remain fixed and must not be subject to escalation, for any reason whatsoever, within the period of contract period. A proposal submitted with an adjustable price quotation or conditional proposal will be rejected as non-responsive.

(p) Modification and withdrawal of Bids

The Bidder is not permitted to modify, substitute, or withdraw the bid proposal after submission.

(q) Acknowledgement of understanding of terms

By submitting a bid, each agency shall be deemed to have acknowledged that it has carefully read all sections of this Tender Notice, including all forms and has fully informed itself as to all existing conditions and limitations.

(r) Bid Submission

Submission of bids shall be in accordance with the instructions given in the Table below.

Envelope 1 : EMD	The envelope containing the EMD shall be sealed and superscripted " EMD – Scanning Digitization of Records of Collectorate, North 24 Parganas "
Envelope 2 : Technical Bid	The Technical Bid shall be in a sealed envelope duly filled as per the forms prescribed in Section 4 of this Tender Notice. The sealed envelope should be superscribed " Technical Bid - Scanning Digitization of Records of Collectorate, North 24 Parganas ". This envelope should not contain the financial bid, in either explicit or implicit form, in which case the bid will be rejected
Envelope 3: Financial Bid	The Financial Bid shall be submitted in a separate sealed envelope as per the forms prescribed in Section 6 of this Tender. The sealed envelope should be superscribed " Financial Bid - Scanning Digitization of Records of Collectorate, North 24 Parganas ". (Not to be opened with the Technical Bid) Note: Unsigned Hard Copy of the Financial Bid will lead to rejection of the bid.
Envelope 4	All the above 3 envelopes should be put in envelope 4 which shall be properly sealed and superscribed " Scanning Digitization of Records of Collectorate, North 24 Parganas ".
Note:	The outer and inner envelopes mentioned above shall indicate the name, address, and contact name along with phone # of the agency.

The bids shall be submitted to:

**Chairman
District eGovernance Society
North 24 Parganas**

(s) Pre-Bid meeting

The DeGS, N24PGS shall convene a pre-bid meeting at **3.00 pm on 29/08/2011** to provide clarifications if any requested by the bidders. Amendments necessitated as a result of the pre-bid meeting or otherwise shall be made available on District website. It shall be the responsibility of the bidders to fine-tune their bids incorporating the amendments communicated through the website. The DeGS, N24PGS shall not be responsible for any oversight or negligence on the part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website. The Minutes of the pre-bid meeting would become part of the Tender document as an amendment.

SECTION-4

TECHNICAL BID

Proforma for Submission of Technical Bids

(In accordance to the annexure mentioned)

1. Bid Letter (Annexure A)
2. Name of the Company (Annexure B)
3. Address of the Company (Annexure B)
4. Date of Inception of the Company (Annexure B)
5. Agency's Project Methodology pertaining to this Scanning Digitization of Records of Collectorate, North 24 Parganas (annexure C)
6. Number of similar work successfully undertaken in the past along with their cost (Annexure D)
7. Details of previous experience (Annexure E)
8. Details of Annual Turnover (Annexure F)
9. Details of Hardware, Software and technical personnel in the Company with the experience (Annexure G)
10. Earnest Money Rs.5000/- as Bid Security in the form of Demand Draft/ Bankers' Cheque, from Scheduled commercial bank, drawn in favor of the "Chairman, District eGovernance Society, North 24 Parganas" payable at Kolkata (Annexure H) or electronically as mentioned earlier chapter.
11. All the pages in the technical and financial bid must bear the signature of the bidder.
12. A letter of authorization is necessary if any other than the bidder or an employee of the bidder attends.

ANNEXURE A

Technical Bid

Bid Letter

To,

Ref. Tender No

Dated :

Bidders Reference No.

Dated :

**Sub : Proposal for providing services relating to and Digitization of Records of
Collectorate, North 24 Parganas.**

Sir,

Having examined the conditions of contract as in the eligibility and general instructions, scope of scanning digitization work and special terms and conditions, I/we, the undersigned, offer to undertake scanning digitization of records of Collectorate, North 24 Parganas in conformity with conditions of contract and specifications for sum as may be ascertained in accordance with the Qualifying and financial bids attached herewith and made part of this Bid.

I/We undertake, if our Bid is accepted, to commence services within **2 weeks and to complete delivery of all the services** as specified in the work order within stipulated time in work order.

If our Bid is accepted, I/we will obtain the performance guarantees of a Scheduled Bank for a sum equal to 10% of the quoted value for the due performance of contract and in accordance with the agreement.

I/We agree to abide by this Bid for a period of one year from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

I/We also declare that the printed terms and conditions, if any at the back of our tender quotation or any other paper enclosed are not applicable.

I/We understand that you are not bound to accept the lowest or any bid, you may receive.

I/We enclose herewith the complete Technical Bid as required by you. This includes:

- Bid Particulars (Annexure B)
- Agency's Project Methodology pertaining to Scanning Digitization of Records of Collectorate North 24 Parganas (Annexure C)
- Performa for the Agency's experience (Annexure D), attached photocopies of letters of Awards to establish validity.
- Number of Technical Persons (Annexure E)
- Details of Earnest Money Deposit furnished in the form of Demand Draft (Annexure F).

Certified that I/we am/are:

A sole proprietor firm and the person signing the tender is the sole proprietor / constituted attorney of the sole proprietor,

Or

A partnership firm and the person signing the tender is the signing authority and he/she has the authority to refer to arbitration disputes concerning the business of the partnership by the virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the tender is the constituted attorney.

Or

The person signing the tender is the constituted attorney or authorized signatory of the primary party in case of consortium bidding.

We do undertake that, until a formal contract is prepared and executed, this bid, together with your acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this..... day of 2011
day of

Signature :

[NAME IN BLOCK LETTERS of the SIGNATORY]

In capacity of Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.....

Signature.....

Date

**Signature of the Bidder
Or
Officer authorized to sign the Bid
Documents on the behalf of the bidder**

Note :

- In case of authorized signatory the authorization letter on letter head of the firm must accompany.
- Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending **bid opening** on _____ (date) in the tender of _____.

Following is hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____
(Bidder)

Order of Preference	Name	Specimen Signatures
---------------------	------	---------------------

Alternate
Representative

**Signatures of bidder
or
Officer authorized to sign the bid
documents on behalf of the bidder.**

Note:

1. Maximum of one representative will be permitted to attend bid opening and representative at Sl. No. 1 will be allowed. Alternate representative will be permitted when regular representative at Sl. No. 1 is not able to attend.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not received.

Annexure B
Technical Bid
Bid Particulars

Tender No.....

Date : /2011

- 1) Name of the Bidder :
- 2) Address of the Bidder :
 Telephone No. :
 Fax :
 E- mail :
- 3) Date of Inception:
- 4) The bidder should be registered for Service Tax (Copy to be enclosed)
- 5) Name and Address of the officer to whom all references shall be made regarding this tender:

 Phone
 Fax
 E-mail
 Signature.....
 Name.....
 Designation.....
 Date.....
 Company Seal.....
- 6) PAN No.
- 7) TAN No.

Annexure C

Technical Bid

Project Methodology

Describe how the agency conceptualizes the project and proposes to implement it includes the equipments, technology, methodology, flow of work, activity, time schedule and management.

(Please attach additional sheets, if required)

Annexure D
Technical Bid
Agency's Experience

Clients Details where Scanning Digitization and Indexing have been undertaken during last three years

Name & Address of Client	:
Type of Client	:
Place(s) of Service	:
Type of Image capture done	:
Duration	:
Total Number of manpower Deployed	:
Quantity of work (in pages)	:
Cost of the project	:
Approximate value of Service (in Indian Rupees)	:
Details of Hardware/ Software/Technology used	:
Any special features of the project which the Agency may like to specify	:
Name, title and Contact details of the contact at Client location	:
Agency Signature, Name, Designation & Company Seal	:

Note: 1. Separate sheets for each client to be enclosed.
2. Letter from the client on the project executed.

Annexure E

Technical Bid

Previous experience

The bidder must have (i) at least three years experience of Scanning/digitisaion, indexing, storing and providing retrieval facility of records; and (ii) must have scanned/digitized at **least 1 lakh documents in Central/State Government Offices/ Courts/ PSUs, out of which at least 2 projects of 50,000 documents** each should have been scanned using Book Scanners(flatbed/overhead/V shape cradle). Documentary evidence by way of completion certificate should be produced in support of experience and performance clearly mentioning use of Book Scanners (flatbed/overhead/V shape cradle)

Annexure F

Technical Bid

Annual Turnover

The company/firm must have annual turnover of not less than 2 Lakhs rupees in each of the past three financial years (2008-09,2009-10, 2010-11) from scanning/digitization work alone and should produce balance sheets of the relevant periods certified by a Chartered Accountant mentioning the same. If necessary the bidder may produce separate certificates from a Chartered Accountant clearly mentioning annual turnover from the scanning/digitisation of records alone for each of past 3 financial years.

Annexure G

Technical Bid

Details of the Hardware, Software and Manpower

1. Name of Company and Address :

2. Details of Hardware Equipments :
(Computers specification and make)

3. Details of Software:

4. Details of Manpower:

Signature of the Agency

Date :

Place :

Company Seal

Note: Separate sheets may be attached as required.

Annexure H

Technical Bid

Earnest Money Deposit Details

(Please give the details of the earnest Money Deposit of Rs.5,000/-.)

Amount :

Demand Draft No. :
Or Electronic payment details

Drawee Bank / Branch :

Date :

SECTION- 5

FINANCIAL BID Bid Letter (Financial Bid)

To

.....

.....

Sir,

I/We declare:

that I/we am/are sole owner/authorized agents/ of

.....

.....
That we are equipped with adequate infrastructure for Scanning Digitization of Records of Collectorate, North 24 Parganas such as hardware/software and other facilities required for Scanning Digitization of Records and the same will be open for inspection by the representatives of DeGS, N24PGS.

I/We hereby offer to provide Services at the prices and rates mentioned in the financial bid in Financial Bid Format of this Tender.

I/We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform all the incidental services. The prices quoted are inclusive of all charges inclusive of hardware/ software, infrastructure, manpower, indexing and all incidental charges incurred during the Scanning Digitization of Records of Collectorate, North 24 Parganas.

I/We enclose here with the complete Financial Bid as required by you in Form 1. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions.

Certified that we are:

a sole proprietorship firm and the person signing the tender is the sole proprietor/
constituted attorney of the sole proprietor,

Or

a partnership firm, and the person signing the tender is the firm and he has
authority to refer to arbitration disputes concerning the business of the partnership
by virtue of the partnership agreement/by virtue of general power of attorney,

Or

a company and the person signing the tender is the constituted attorney.

NOTE : Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.)

I/We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us/me.

Dated: _____ Signature of authorized representative
Name of Agency : _____
Full Address : _____
Company Seal : _____
Detail of enclosures :

Financial Bid Format

Note : In the financial bid format, the rate shall be quoted in Indian Rupees in **figures and words**. In case of discrepancy between the rate quoted in **figures and words**, the **rate quoted in words will be taken as final** and shall be binding on the agency.

Form 1: Scanning Digitization of Records of Collectorate, North 24 Parganas

Sl. No.	Items	Amount in Rs.
1	Scanning / Digitisation of Documents, cleaning, cropping and creation of metadata & data entry (charges per 100 pages)	

In words : **Rupees**

Date :
Place :

Signature :
Name :
Designation :

Note : Rates are to be quoted inclusive of all Taxes.

SECTION-6

BID OPENING & EVALUATION

(a) Bid opening sessions

The bids will be opened, in two sessions, in the presence of bidders' representatives (only one per agency) who choose to attend the Bid opening sessions on the specified date, time and address. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a Government holiday; the Bids shall be opened at the same time and location on the next working day.

(b) Opening of EMD envelope

The EMD envelope of the bidders will be first opened in the presence of authorized representatives of each applicant on the same day and time, on which the Technical Bid is opened, and bids not accompanied with the requisite EMD or whose EMD is not in order shall be rejected.

(c) Opening of Technical Bid

Technical bid envelopes of only those bidders, whose EMD is in order, shall be opened in the same session in the presence of authorized representatives of each applicant. The bids will then be passed on to an Evaluation Committee (EC) set up by the DeGS, N24PGS for evaluation

(d) Opening of Financial Bid

Financial bids of the bidders whose technical bids qualify as per the prescribed eligibility conditions and other tender terms and conditions, shall be opened on the notified date and time in the presence of authorized representatives of each applicant. The financial bids will then be passed on to the Evaluation Committee for evaluation.

(e) Evaluation Criteria

Technical Evaluation

The Evaluation Committee shall evaluate the bids based on the eligibility criteria and strict compliance to the information sought in **Section 4**. The EC may, at its discretion, call for additional information/ask for power-point presentation, live demonstration of technical capability of scanning digitization or seek clarifications from the bidder(s). Such information has to be supplied within the time frame set out by the EC, otherwise the DeGS, N24PGS shall make its own reasonable assumptions and do the evaluation accordingly. Seeking additional information / clarifications cannot be treated as acceptance of the bid. The bidders shall provide all the necessary documents, and reference information as desired by the EC. After due evaluation of Technical bids, the EC would submit its recommendation. **Only those bidders who score 70 marks or more evaluated in accordance with the following Technical Evaluation criteria shall be technically qualified.**

Technical evaluation criteria

Sl. No.	Attribute(s)	Score
01.	Conceptualization of project and Description of the methodology and work plan for performing this assignment	10
02.	Relevant past digitization experience with size and value (duly authenticated with supporting documents)	10
03.	Client profile (Central Government departments, PSUs/ State Governments, number of clients, testimonials and references)	20
04.	Expertise, skill-sets, and the manpower strength along with Staff profile indicating experience of the individual staff engaged for the scanning, digitization and indexing	20
05.	The infrastructure, equipments available with the proponent organisation along with their make, model and capacity need to be clearly indicated	15
06.	Annual Turnover of the Company/firm	10
07.	Experience in Indexing and Digital Conversion	15
Total		100

Any quotations received after the closing time for submission shall be returned unopened.

Financial Evaluation

The financial evaluation shall be based in accordance with the following criteria.

The bidder quoting the lowest average total cost (L1) in financial bid in **Section 5** will be awarded a 100% score.

Scores of other bidders will be evaluated using the following formula. Score of a Bidder = {lowest average total cost of L1/ lowest average total cost of the bidder} X 100} (adjusted to 2 decimals)

Joint Evaluation of Technical and Financial Bids

The following is the procedure for evaluation as applicable to technically qualified bids:

The technical and financial scores secured by each bidder will be added with weightages of 35:65 respectively and a Composite Bid Score arrived at. The bidder securing the highest Composite Bid Score will be adjudicated as the Best Value Bidder for award of the scanning digitization contract. In the event the bid composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Contract.

(f) Negotiations & Contract Finalization

The DeGS, N24PGS shall reserve the right to negotiate with the bidder whose proposal has been ranked first on the basis of Joint Evaluation of Technical and Commercial Bids. The DeGS, N24PGS reserves the right to award the contract to the bidder selected for negotiations.

(g) Award of Contract

Award Criteria

The DeGS, N24PGS will award the Contract to the successful bidder based on the evaluation of technical and financial bids and to the one who is determined as the Best Value Bidder.

(h) Notification of Award

Prior to the expiration of the validity period, The DeGS, N24PGS will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted.

(i) Signing of Contract

At the same time as the DeGS, N24PGS notifies the successful bidder that its proposal has been accepted the DeGS, N24PGS shall enter into a contract, between the DeGS, N24PGS and the successful bidder as per the enclosed formats including the Terms and Conditions. Such agreement shall cover, in detail; aspects/ terms of the contract such as:

- Scope of Work
- Performance Bank Guarantee
- Contract form
- Scope of work
- Payment Schedule
- Prices
- Assignment
- Date of completion
- Liquidated damages
- Termination
- Applicable law
- Extension of time
- Confidentiality
- Limitation of liability
- Bidder's obligations

Failure of the successful bidder to sign the contract within the time stipulated by the DeGS, N24PGS shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the DeGS, N24PGS may make the award to another bidder or call for fresh bids.

(j) Termination for Insolvency and Default

Termination for Insolvency

The DeGS, N24PGS may at any time terminate the contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DeGS, N24PGS .

Termination for default

Default is said to have occurred

If the agency fails to complete the scanning, digitization and indexing in accordance with the Tender Notice within the time period(s) specified in the contract or any extension thereof granted by the DeGS, N24PGS.

If the agency fails to perform any other obligation(s) under the contract / work order.

If the agency fails to comply with instructions of the DeGS, N24PGS with respect to improving the quality of scanning, digitization and indexing.

(k) Performance Bank Guarantee

The successful bidder shall at his own expense deposit with the DeGS, N24PGS within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled commercial bank, payable on demand, for the due performance and fulfillment of the contract by the bidder.

This PBG will be for an amount equivalent to 10% of contract value. All incidental charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the bidder. The PBG shall be valid till completion of the digitization project and extended period if any. Subject to the terms and conditions in the PBG, after completion of project the PBG will lapse automatically. The PBG may be discharged/ returned by DeGS, N24PGS upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable by DeGS, N24PGS on the PBG.

In the event of the bidder being unable to service the contract for reasons not found to be reasonable and satisfactory by the competent authority, the DeGS, N24PGS would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Authority under the contract in the matter, the proceeds of the PBG shall be payable to DeGS, N24PGS as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. The DeGS, N24PGS shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

SECTION-7

GENERAL TERMS & CONDITION

General Terms and Conditions

(a) DeGS, N24PGS's right to terminate the bid process

The DeGS, N24PGS reserves the right to accept any bid, and to cancel/abort the tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected agency or agencies, or any obligation to inform the affected agency of the grounds for DeGS, N24PGS's action.

(b) DeGS, N24PGS's right to inspection

DeGS, N24PGS or its authorized persons reserve the right to inspect the infrastructure such as the computers and other infrastructure at any of the specified locations at any point of time. In the event of the agency not complying with the requirements of scanning digitization infrastructure specified in this Tender Notice, DeGS, N24PGS shall issue orders to the agency for changing the equipments or bring the infrastructure to the desired standards.

(c) Obligations of the selected agency

The Agency selected for Scanning Digitization of records of Collectorate, North 24 Parganas shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional scanning digitization standards recognized by national / international professional bodies. The Agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to the DeGS, N24PGS and shall, at all times, support and safeguard DeGS, N24PGS legitimate interests in any dealings with third parties.

(d) Penalties

Performance of Services shall be made by the selected Agency in accordance with the time schedule specified by the DeGS, N24PGS in its work order assignment. An un-excused delay by the selected agency in the performance of its obligations under the contract shall render the Scanning Digitization of Records of Collectorate, North 24 Parganas selected agency liable for a **deduction at the rate of 1.0% of the total amount of contract per week of delay subject to a maximum of 20% of the value of the contract which will be recovered from the pending bills.** The DeGS, N24PGS may also proceed to take such reasonable remedial action as may be necessary, at the agency's risk and expense and without prejudice to any other rights, which the DeGS, N24PGS may have against the agency under the contract and such action may include invoking of the PBG.

A Committee would be set up by the DeGS, N24PGS to assess the quality of the scanning, digitization and indexing. The DeGS, N24PGS may order the agency to conduct re-scanning the pages at the Agency's cost, if the feedback obtained from Committee is not satisfactory.

(e) Outsourcing of Scanning Digitization of Records

The selected agency shall not outsource the Scanning Digitization of Records assignments to any other agency except their direct franchisees under any circumstances. The agency has to declare their franchisees / consortium partners, if any, along with their registered business names, modules they will undertake and the infrastructure provided by them. The DeGS, N24PGS will not

accept such proposal other than the authorized franchisees declared at the time of submission of the Tender. The agency should also declare the consortium partners for customization of web-based system application at the time of submission of the Tender.

(f) Replacement of Staff

In the event of the staff proposed along with this bid are not available at a later date due to reasons beyond the control of the agency, the agency shall ensure that the staff chosen for replacement shall be of similar experience proposed in this bid. In the event of the agency utilizing the services of unskilled staff, DeGS, N24PGS reserves the right to suspend payments for such Scanning Digitization of Records work. The DeGS, N24PGS also reserves the right to terminate the contract and invoke the agency's PBG.

(g) Indemnity

The selected agency shall indemnify the DeGS, N24PGS against all claims of loss of data, loss of documents or damages to the files arising from the handling / updation by the agency.

(h) Termination for Insolvency and Default Termination for Insolvency

The DeGS, N24PGS may at any time terminate the contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the DeGS, N24PGS.

Termination for default

Default is said to have occurred

- ✓ If the agency fails to complete the Scanning Digitization of Records of Collectorate, North 24 Parganas in accordance with the plan within the time period(s) specified in the contract or any extension thereof granted by the DeGS, N24PGS.
- ✓ If the agency fails to perform any other obligation(s) under the contract /work order.
- ✓ If the agency fails to comply with instructions of the DeGS, N24PGS with respect to improving the quality and Scanning Digitization of Records of the Collectorate, North 24 Parganas.

(i) Remedial Measures

If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from the authority , (or takes longer period in spite of what the DeGS, N24PGS may authorize in writing), the DeGS, N24PGS may terminate the contract / work order in whole or in part. In addition to above, the DeGS, N24PGS may at its discretion also take the following action. The DeGS, N24PGS may transfer upon such terms and in such manner, as it deems appropriate, work order for similar service to other agency and the defaulting agency shall be liable to compensate the DeGS, N24PGS totally for any extra expenditure involved to complete the scope of work.

(j) Force Majeure

The agency shall not be liable for forfeiture of its PBG, penalties or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other statutory

bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency

If a Force Majeure situation arises, the agency shall promptly notify the DeGS, N24PGS in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the DeGS, N24PGS in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

The agency shall advise the DeGS, N24PGS in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure conditions. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, the DeGS, N24PGS reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

(k) Arbitration

The DeGS, N24PGS and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such a dispute shall be resolved by a sole arbitrator nominated by the **Secretary, Judicial Department, Government of West Bengal**. The arbitration proceedings shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in **Kolkata/Barasat**.

(l) Applicable law

The contract between the DeGS, N24PGS and the agency shall be governed by the laws and procedures established by Government of West Bengal, within the framework of applicable legislation and enactment made from time to time concerning such services.

(m) Payment Terms

- No payment shall be made in advance.
- Payment for scanning/digitization work done under the contract shall be made on monthly/quarterly basis, subject to statutory and other deductions and penalties if any levied and damages if any recoverable under the contract provided that the work has been done as per agreed terms and to the satisfaction of the DeGS, N24PGS. The bidder will be responsible for liabilities of all kind including local and other taxes.
- Payment will be made by the DeGS, N24PGS to the agency in accordance with the rate quoted by the agency in the financial bid on submission of pre-receipted bills in quadruplicate in the name of Chairman, DeGS, North 24 Parganas every month/quarter with the description of the job/work done during that quarter.
- The competent authority will certify the bills for the satisfactory completion of the job assigned for the concerned quarter for which the bills have been submitted.
- The bidder shall submit the bill of the preceding month in the first week of following month for sanction of the amount of bill and passing the bill for payment subject to conditions mentioned in the Special Terms and Conditions mentioned at Section 7.
- Payments shall be subject to deductions of any amount as per terms and conditions of this tender. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the income - Tax Act, 1961 and any other taxes.
- All payments shall be made by cheque only.

- The term 'payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract

(n) Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with the DeGS, N24PGS. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the Tender Notice.

(o) Fraudulent practices, bribery and corruption of Government Servants

The Bidder represents and undertakes that it has not given, offered or promised to give, directly or indirectly any amount, gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Client or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government for obtaining a contract or showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the Bidder or any one employed by it or acting on its behalf or for its benefit (whether with or without the knowledge of the Bidder) or the commission of any offence by Bidder or anyone employed by it or acting on its behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall, without prejudice to any other legal action, entitle the Client to cancel the Contract either wholly or in part, and all or any other contracts with the Bidder and recover from the Bidder such amount or the monetary value thereof and the amount of any loss arising from such cancellation without any entitlement or compensation to the Bidder. The Client will also have the right to recover any such amount from any contracts concluded earlier between the Bidder and the Government of India. The Bidder will also be liable to be debarred from entering into any contract with the Government of West Bengal for a minimum period of five years. A decision of the Client to the effect that a breach of undertaking had been committed shall be final and binding on the Bidder.

(p) Special Terms & Conditions

- The bidders are required to quote their lowest rates per page for scanning Digitization of records.
- The rates so quoted should be all inclusive (hardware/software/manpower). The space, furniture and electricity will be provided by the DeGS, N24PGS, free of charges.
- The bidders qualifying the eligibility criteria will be required to give a live demonstration of the work.
- If the bidder is already doing the Scanning/digitizing work on 'job work basis' in any Government department or in any reputed private firm, name, address and telephone number of the same may be mentioned.
- The successful bidder shall compile and make an instruction manual for Scanning/digitising, storing and retrieving operations and the same shall be provided to the DeGS, N24PGS for use of its staff for carrying out the operation of Scanning/digitising and retrieval.
- The bidder shall have to arrange its own staff. The DeGS, N24PGS would neither bear any expenses nor accept responsibility for the same and there would be no relationship between the DeGS, N24PGS and the staff of the bidder.
- The bidder should have own sufficient number of Scanners and equipments / parts, sufficient infrastructure and qualified professionals.

- The DeGS, N24PGS reserves the right to deny entry to any staff member of the bidder, if so deemed appropriate by it.
- The successful bidder shall not depute any such person in the Collectorate, North 24 Parganas who is party to litigation against the DeGS, N24PGS.
- No person engaged by the bidder shall claim any right of employment – contractual or otherwise -with the DeGS, N24PGS.
- The DeGS, N24PGS will not be answerable for the terms and conditions of employment of the staff engaged by the bidder.
- The bidder will ensure that the staff engaged is disciplined and maintains full decorum of the DeGS, N24PGS.
- The hardware is to be installed by the bidder. Once it is installed it will not be allowed to be taken away by the bidder, without express permission from the DeGS, N24PGS.
- In the premises of the DeGS, N24PGS, the successful bidder shall undertake the job of Scanning/digitising only for the DeGS, N24PGS.
- The successful bidder shall make arrangements for daily check up of the Scanners at his own cost and shall keep all the scanners in perfect working condition at all times, so as to ensure smooth running of work. In case of failure of any scanner, the bidder shall have to make alternative arrangement immediately so that the work does not suffer.
- The Bidder may be allowed to do the scanning/digitization work on all working days between 10.00 A.M. to 5.30 P.M. only or as specified by the DeGS, N24PGS.
- The DeGS, N24PGS will provide the files to the authorized representative of the bidder, supervising the Scanning/digitising work, on day to day basis under proper receipt and it will be the responsibility of the bidder to accomplish the task of scanning/digitization after following all the processes, namely Unbundling, Rebundling, Super Indexing, Scanning/digitising, Splitting & Merger, Page numbering, Storing, Retrieval, etc.
- It will be responsibility of the bidder to return the file to the staff of the DeGS, N24PGS under acknowledgment in the same shape and condition in which it was taken.
- The bidder will ensure that the documents/files handed over to it are kept in proper condition and no document is soiled/lost/misplaced/damaged.
- The bidder after successfully storing the data on its own computer shall transfer the same on the computer to be provided by the DeGS, N24PGS alongwith the documentation, technical and user manual. However, the Bidder shall be fully responsible for the proper archiving, storing and retrieval of the Scanned/digitised data for a minimum period of one year after completion of his work. Bidder shall suggest the configuration and the number of computers and other hardware and software for Archival and Retrieval of digitized data, including backup.
- Complete secrecy and confidentiality is required to be maintained by the bidder and his employees.
- The bidder shall not be allowed to take away any file/record etc. either in the shape of hard copy or soft copy and the work is to be carried out in the premises of the DeGS, N24PGS itself.
- The bidder has to customize the system application and supply to The DeGS, N24PGS along with the source code. The bidder has to develop/customize the system software application specific to the DeGS, N24PGS needs.
- The DeGS, N24PGS will have copyright on the product, format, concept layout and design. The DeGS, N24PGS will have exclusive rights to use it anywhere, in any manner.

- Time is the essence of the contract and the Bidder shall adhere to the time schedule and deadline as prescribed by the DeGS, N24PGS for execution of the work.
- On the completion of the work, the bidder shall hand over the database to this Ministry which shall become the property of the Collectorate for all intents and purposes.
- Licensed copy of the application software and database design as may be developed by the bidder or its employees for and during execution of the work shall vest in the DeGS, N24PGS and the bidder shall execute necessary documents for the same and also get an assignment from its employees, in favour of the DeGS, N24PGS.
- The database created by the bidder shall be retrievable in Portable Document Format by the user. Necessary training for the retrieval of the database for the Scanning/digitising, storing, organizing and retrieval is to be imparted to the staff of this Collectorate.
- The retrieval parameters will be finally decided by the DeGS, N24PGS in consultation with the bidder.
- The data is to be stored by way of images in Portable Document Format with adequate resolutions to ensure the readability and ease in retrieval. The images so stored in the database should be properly indexed as per the requirements of the DeGS, N24PGS and should be capable of adding more images, at later stage if need be, in an old stored file. The data so stored shall be in a non-editable form.
- The Scanned/digitised record will be the property of the DeGS, N24PGS. The Vendor shall have no right, title or interest in it and shall not use it in any manner.
- In case the Bidder finds any original document, which is in a very bad condition, it will make its best efforts to take out better print (either by typing on a separate sheet of paper or taking out a better photocopy thereof) and then put the said data in the relevant data base. The original papers shall however be retained in the main file.
- All Scanned/digitised files will be stamped and duly signed by the users indicating that the "FILE IS SCANNED/DIGITISED AND DULY RECONSTRUCTED" and the bidder will be fully responsible for any loss/damage of any document.
- At the end of every quarter the bidder will hand over the complete Scanned/digitised data to the DeGS, N24PGS -one copy on computer system and two copies on USB HDD.
- If it is found at any time that the Scanning/digitising, indexing, storing or retrievable has not been done in accordance with the agreed terms and conditions, the DeGS, N24PGS shall be entitled to withhold further payment of the Vendor and also to recover the payment already made.
- The staff of the DeGS, N24PGS will do random checking of the work being done by the bidder and in the event of the bidder not executing or completing the minimum agreed volume of work, the DeGS, N24PGS may impose a penalty @50 paisa per unfinished page in addition to the recovery of other losses and damages that it may suffer, besides terminating the contract and getting the work executed at the cost and responsibility of the bidder.
- The bidder will ensure confidentiality of the documents handed over to it.
- The bidder will ensure that the space provided to it by the DeGS, N24PGS is not misused in any manner.
- Over-writing/over-typing or erasing of figures is not allowed and shall render the tender invalid.
- The DeGS, N24PGS, in its discretion, reserves the right to reject or accept any or all the tenders partly or completely at any time without assigning any reason thereof.

- An appropriate agreement will be executed by the bidder with the DeGS, N24PGS, on the agreed terms & conditions. The DeGS, N24PGS in its discretion reserves the right to cancel the contract at any time without assigning any reason.
- The DeGS, N24PGS will deal with the bidder directly and no middlemen/agents/commission agents etc. should be asked by the bidders to represent their cause and they will not be entertained by the DeGS, N24PGS.
- The DeGS, N24PGS or its representatives shall have the right to inspect and test any time the scanned and digitised data (output) for their readability and ease of retrieval. Where the DeGS, N24PGS decides to conduct such inspection and any inspected or tested data is found to be unreadable or difficult to retrieve, the DeGS, N24PGS may reject them and the contractor shall either replace the rejected data or make all alterations necessary to meet specification requirements free of cost to the DeGS, N24PGS.

(q) Special Conditions of Contract

The special conditions of the contract shall supplement the eligibility and general instructions, scope of scanning digitization work and special terms and conditions and wherever there is a conflict, the provisions herein shall prevail over those in Section 1 to Section 7.

In case the date fixed for opening of bids is, if subsequently, declared as holiday by the DeGS, N24PGS, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

The work will be accepted only after quality assurance tests/checks are carried out by inspecting DeGS, N24PGS, nominated by Competent Authority, as per prescribed schedule and material passing the test successfully.

The DeGS, N24PGS reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the DeGS, N24PGS.

The DeGS, N24PGS reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds OR the DeGS, N24PGS can also take any action such as forfeiture of EMD, security deposit, Bank Guarantee.

Any clarification issued by the DeGS, N24PGS, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.

**Chairman
District eGovernance Society
North 24 Parganas**

SECTION- 8

CONTRACT DOCUMENT

This CONTRACT (hereinafter called the "Contract") is made on the _____ date of the month of _____ 2011, between, the Chairman, District eGovernance Society acting through _____ (here given the name and designation of the authorized officer), District eGovernance Society (DeGS), North 24 Parganas (hereinafter called the "Client") which expression shall include his successor in office on the one hand and M/s _____ registered under the _____ having its offices at _____ and shall include its successors and administrators (hereinafter called the "Outsourced Agency") on the other hand.

WHEREAS

- (a) the Client has requested the Outsourced Agency to provide certain services (Scanning Digitization of Records of DeGS, N24PGS) as defined in the Terms of Reference attached to this Contract (hereinafter called the "Services");
- (b) the Outsourced Agency, having represented to the Client that they have the required professional skills, and personnel and technical resources, and have agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) No Waiver – no forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provision of this Agreement shall not be construed as a waiver or an amendment of the provision itself, or a waiver on any subsequent occasion, unless so expressed in writing by the Party exercising waiver.

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an included part of this Contract:

- (a) Tender document for Scanning Digitization of Records of DeGS, N24PGS
- (b) Minutes of Pre-Bid Conference held on 29/08/2011.

TERMS OF REFERENCE

1. Scope of Work

The scope of work envisaged for the Agency(s) involves Scanning Digitization of Records of DeGS, N24PGS.

2. Duration of the Project

The entire Scanning Digitization of Records of DeGS, N24PGS has to be completed in a time span of **365 days** from the day of signing the contract.

3. Pre Scanning Activities:

- a) Documents are kept at various locations of DeGS, N24PGS at Collectorate, Barasat, Kolkata. Vendor is required to handle these documents carefully.
- b) Documents are to be collected from the Ministry and required to be counted and entered into the log register before taking to the scanning area.
- c) Since documents are very old and are not in good physical condition, documents are required to be repaired if not in condition fit for scanning.
- d) It'll be the responsibility of vendor to take care of document's security. In case of loss of any document's appropriate remedy shall be taken from vendor. A committee shall be constituted for assessing the damages and finalizing the appropriate remedial measures.
- e) Each page shall be serially numbered and shall be counted while giving the documents back.

4. Scanning Activities

Batch Processing, Archiving (Scanning Storing into image/digital form) and Retrieval.

- a) Receiving files by the contractor from Ministry of Environment & Forests staff after counting and entering details in the log register.
- b) b) Preparing the files for scanning/digitization purpose, i.e. removal of tags, pins, etc.
- c) Scanning Storing the Data in Scanned form with mirroring facility and one additional backup on hard disk drive.
- d) Indexing the scanned and stored data.
- e) Handing over the files back to the DeGS, N24PGS staff in their original condition.
- f) Handing over the slotted scanned data on appropriate electronic media to DeGS, N24PGS.
- g) Transferring the stored scanned data on the hard disk of DeGS, N24PGS's computers / servers.
- h) Imparting of adequate training to the staff of this Ministry for (A) archival (scanning and storing) (B) retrieval and printing.
- i) Full maintenance and support for one year after the completion of the work.
- j) The software and the methodology to be adopted should ensure seamless integration with the existing workflow system.

5. Image Enhancement Activities

- a) Vendor should ensure that quality of scanned images are enhanced upto the optimum level and required image enhancement activities like Deskew, Despackle, contrast ratio setting etc. has been done on the documents.
- b) In case the documents are not legible it'll be the bidder's responsibility to scan the documents on high resolution i.e. 600 dpi or higher.

- c) In case if documents are not visible then document scanning shall be done in Gray Scale. No extra payment shall be made for the same.

6. Scanning Activities Conditions

- a) Take precautions with documents in an orderly manner without disturbing the chronology of the documents and without mixing pages between different documents.
- b) Carry out the scanning and profiling (including any Meta data entry) of the documents as supplied to the vendor. The vendor shall strictly comply with the operational processes for implementation of the project.
- c) The vendor shall add/replace poor quality scanned images/documents on its own, for which vendor shall not be entitled to get any extra payment.
- d) It is absolute responsibility of the vendor to ensure that the contents of the digitized documents shall be an exact replica of the original paper document maintained as part of the records in the books. This will be a mandatory condition for the vendor to authenticate the validity of the digitized documents.
- e) DeGS, N24PGS may direct to get all the documents scanned and digitized afresh by any other vendor, if it is found that the vendor has not performed the task of scanning digitization satisfactorily and the images are of poor quality and expenditure in doing so incurred by DeGS, N24PGS shall be deducted from the vendor's bill.
- f) The files /documents will not be allowed to be removed from premises allocated to the firm. Suitable hardware infrastructure/facilities have to be established onsite at the room allocated by the DeGS, N24PGS to do the Digitization work.
- g) Under any circumstances, the documents should not be changed, mutilated, destroyed or replaced by some other documents.

7. Indexing/Metadata Entry

Vendor has to do the metadata entry as per the requirement of DeGS, N24PGS. Indexing parameters shall be decided by the DeGS, N24PGS at the time of award of contract.

Metadata Creation: Subject Metadata

- Division
- File number
- Subject
- Date of Opening the file
- Date of Closing the File
- Total no. of pages of Notesheet
- Total no. of pages of Correspondence
- Total No. of Pages
- Language
- Condition
- Keywords (minimum 5 per page)

Customized web-based System Application built on open-source (Linux/Apache/Tomcat/ DSpace/ PostgreSQL) for storage & retrieval of digitized data along with metadata, would be provided by the Agency on his cost and would also maintain for at least one year after the last data is ported on the system. This system application should

be compatible with Servers placed in the Data Centre DeGS, N24PGS. Production Servers would be provided by DeGS, N24PGS at its Data Centre for porting the System Application after its development by the firm. The ownership of System Application would remain with DeGS, N24PGS. System Application Architecture would be shared with the Agency during the pre-bid meeting. Subject metadata to be created and entered by the Agency on his cost with the assistance of DeGS, N24PGS officials.

8. Material Quantity

The scanning digitization of approximately 500000 (Five Lakhs) pages has to be done.

9. Uploading of Data

It'll be the responsibility of vendor to upload the data into the software of DeGS, N24PGS in timely manner.

10. Data Backup

Vendor has to keep back up of data with it and in case of any failure or data loss it'll be responsibility of vendor to provide the data.

11. Other instructions

- a) In any case the quality of the physical document should not be deteriorated. Vendor shall take care of this and shall deploy appropriate scanners as per the applicability.
- b) Document sizes may vary from A4, A3 and above. Some of the documents' size may be less than A4 also.
- c) Vendor will maintain the confidentiality of the data. In case it is found that information is leaked, then DeGS, N24PGS may take any type of legal action against vendor.
- d) Documents available may be in multiple languages. The vendor has to do the indexing accordingly.

12. Evaluation and Monitoring of Scanning Digitization of Records

The committee constituted by the Client shall conduct an evaluation test to assess the quality of the Scanning Digitization of Records of DeGS, N24PGS. The same Committee will also monitor the activities of Scanning Digitization of Records of DeGS, N24PGS.

13. Earnest Money Deposit

The Bidders shall furnish, Earnest Money Deposit (EMD) Rs.5000/- (Rupees Five Thousand only) as Bid Security in the form of Demand Draft / Bankers' Cheque, from a scheduled commercial bank, drawn in favor of the "**Chairman, DeGS, North 24 Parganas**" payable at Kolkata. The EMD of unsuccessful bidders shall be returned without any interest only after finalization of the tender and after the successful bidder signs the contract with DeGS, N24PGS. EMD of the successful bidder shall be returned to the agency without interest after the agency signs the contract and along with a Performance Bank Guarantee (PBG) equal to 10% of the contract value with DeGS, N24PGS.

14. Forfeiture of EMD

The EMD will be forfeited if the agency

- Withdraws the bid during the period of bid validity.
- Does not accept the correction of errors.
- If the successful Bidder fails to sign the Contract within the time stipulated by DeGS, N24PGS.
- Adopts unfair practices to influence the outcome of the bid process.

15. Validity Period

The bids shall remain valid for one year after the date of bid opening prescribed by DeGS, N24PGS. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal. DeGS, N24PGS holds the rights to reject a bid valid for a period shorter than 180 days as nonresponsive.

16. DeGS, N24PGS's right to inspection

DeGS, N24PGS or its authorized persons reserve the right to inspect the infrastructure such as the computers and other infrastructure at any of the specified locations at any point of time. In the event of the agency not complying with the requirements of scanning digitization infrastructure specified in this Tender Notice, DeGS, N24PGS shall issue orders to the agency for changing the equipments or bring the infrastructure to the desired standards.

17. Obligations of the selected agency

The Agency selected for Scanning Digitization of Records of DeGS, N24PGS shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional Scanning Digitization of Records standards recognized by national / international professional bodies. The Agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to DeGS, N24PGS and shall, at all times, support and safeguard DeGS, N24PGS legitimate interests in any dealings with third parties.

18. Outsourcing of Scanning Digitization of Records of DeGS, N24PGS

The selected agency shall not outsource the Scanning Digitization of Records of DeGS, N24PGS assignments to any other agency except their direct franchisees under any circumstances. The agency has to declare their franchisees / consortium partners, if any, along with their registered business names, modules they will undertake and the infrastructure available there. DeGS, N24PGS will not accept such Scanning Digitization of Records other than the authorized franchisees declared at the time of submission of the Tender.

19. Replacement of Staff

In the event of the staff proposed along with this bid are not available at a later date due to reasons beyond the control of the agency, the agency shall ensure that the staff chosen for replacement shall be of similar experience proposed in this bid. In the event of the agency utilizing the services of unskilled staff, DeGS, N24PGS reserves the right to suspend payments for such Scanning Digitization of Records work. DeGS, N24PGS also reserves the right to terminate the contract and invoke the agency's PBG.

20. Indemnity

The selected agency shall indemnify the DeGS, N24PGS against all claims of loss of data, loss of documents or damages to the files arising from the handling/updation by the agency.

21. Notification of Award

Prior to the expiration of the validity period, Client will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that it's bid has been accepted.

22. Prices

The cost for Scanning Digitization of Records of DeGS, N24PGS

Sl. No.	Items	Amount in Rs.
1	Scanning / Digitisation of Documents, cleaning, cropping and creation of metadata & data entry (charges per 100 pages)	

The rates quoted by the Outsourced Agency in the financial bid or arrived through negotiation are final and no adjustment of the contract price shall be made on account of any variations in costs or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price shall be the only payment, payable by the Client to the Outsourced Agency for completion of the contractual obligations by the Outsourced Agency under the Contract, subject to the terms of payment specified in this contract. The price shall be inclusive of all taxes, duties, charges and levies as applicable. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of contract.

23. Taxes and Duties and Penalties

Performance of Services shall be made by the selected Agency in accordance with the time schedule specified by DeGS, N24PGS in its work order assignment. An un-excused delay by the selected agency in the performance of its obligations under the contract shall render the selected agency liable for a **deduction at the rate of 1.0% of the total amount of contract per week of delay subject to a maximum of 20% of the value of the contract which will be recovered from the pending bills.** DeGS, N24PGS may also proceed to take such reasonable remedial action as may be necessary, at the agency's risk and expense and without prejudice to any other rights, which DeGS, N24PGS may have against the agency under the contract and such action may include invoking of the PBG.

A Committee would be set up by the DeGS, N24PGS to assess the design and quality of the Scanning Digitization of Records. DeGS, N24PGS may order the agency to conduct re-scanning the pages at the Agency's cost, if the feedback obtained from Committee is not satisfactory.

24. Payment Terms

No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work. Payment for scanning/ digitization work done under the contract shall be made on monthly basis, subject to

statutory and other deductions and penalties if any levied and damages if any recoverable under the contract provided that the work has been done as per agreed terms and to the satisfaction of DeGS, N24PGS.

The bidder will be responsible for liabilities of all kind including local and other taxes. Payment will be made by DeGS, N24PGS to the agency in accordance with the rate quoted by the agency in the financial bid on submission of pre-receipted bills in quadruplicate in the name of the Chairman, DeGS, North 24 Parganas everymonth/quarter with the description of the job/work done during that quarter.

The Chairman, DeGS will certify the bills for the satisfactory completion of the job assigned for the concerned quarter for which the bills have been submitted.

The bidder shall submit the bill of the preceding month in the first week of following month for sanction of the amount of bill and passing the bill for payment subject to conditions mentioned in the Special Terms and Conditions mentioned at Section 7.

Payments shall be subject to deductions of any amount as per terms and conditions of this tender. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the income - Tax Act, 1961 and any other taxes. All payments shall be made by cheque only.

The term 'payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

25. Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with DeGS, N24PGS. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the Tender Notice.

26. Termination for Insolvency and Default

Termination for Insolvency

The DeGS, N24PGS may at any time terminate the contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DeGS, N24PGS.

Termination for default

Default is said to have occurred If the agency fails to complete the Scanning Digitization of Records in accordance with the plan within the time period(s) specified in the contract or any extension thereof granted by DeGS, N24PGS. If the agency fails to perform any other obligation(s) under the contract /work order the agency fails to comply with instructions of DeGS, N24PGS with respect to improving the quality of Scanning Digitization of Records.

27. Remedial Measures

If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from DeGS, N24PGS, (or takes longer period in spite of what DeGS, N24PGS may authorize in writing), DeGS, N24PGS may terminate the contract / work order in whole or in part. In addition to above, DeGS, N24PGS may at its discretion also take the following action.

The DeGS, N24PGS may transfer upon such terms and in such manner, as it deems appropriate, work order for similar service to other agency and the defaulting agency shall be liable to compensate DeGS, N24PGS totally for any extra expenditure involved to complete the scope of work.

28. Applicable law

The contract between DeGS, N24PGS and the agency shall be governed by the laws and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time concerning such services.

29. Notices

Any notice under this agreement shall be in writing and shall either be delivered personally or sent by registered post, telex, facsimile transmission, electronic mail or other means of telecommunication in permanent written form. The addresses and members for service of notice shall be as set forth below:

Outsourced Agency : Name of the representative,
Address of the Outsourced Agency

Client : Chairman, DeGS, N24PGS

30. Force Majeure

The agency shall not be liable for forfeiture of its PBG, penalties or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other statutory bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency.

If a Force Majeure situation arises, the agency shall promptly notify DeGS, N24PGS in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the DeGS, N24PGS in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

The agency shall advise DeGS, N24PGS in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure conditions. In the event of a delay lasting for more than one month, if arising out

of causes of Force Majeure, DeGS, N24PGS reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

31. Arbitration

The DeGS, N24PGS and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such a dispute shall be resolved by a sole arbitrator nominated by the Secretary, Judicial Department, Government of West Bengal, Kolkata. The arbitration proceedings shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in Kolkata, India.

32. Timelines

- a) The Parties agree that this agreement shall come into force on the date it is executed and shall subsist until completion of the scope of work as mentioned in the Tender Notice.
- b) The scope of work is envisaged to be completed in a period of 12 months or the period as extended from time to time from the date of start. The timelines are only adopted from the Tender issued for the said purpose and are subjective in nature and shall be monitored and redefined if the need arises.

33. Confidentiality

- a) The Client may permit the Outsourced Agency to come into possession of confidential public records as per the needs of the project and the Outsourced Agency shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- b) Additionally, the Outsourced Agency shall keep confidential all the details and information with regard to the Project, including Design and Development, facilities, operations, management and maintenance of the systems/ facilities.
- c) The Client shall retain all rights to prevent, stop and if required take the necessary punitive action against the Outsourced Agency regarding any forbidden disclosure.
- d) The Outsourced Agency shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by the Client, with respect to this Project.
- e) The aforesaid provisions shall not apply to the information:
 - already in the public domain; and
 - which has been received from a third party who had the right to disclose the aforesaid information; and disclosed to the public due to a court order.

34. Limitation of Liability

- a) There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property.

- b) This Agreement does not grant or create any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement, as the case may be.
- c) Any claim or series of claims arising out or in connection with this Agreement shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of Thirty Six Months from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
- d) The Client shall be entitled to claim the remedy of specific performance under this Agreement.

35. Outsourced Agency's Obligations

The Outsourced Agency shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional Scanning Digitization standards recognized by **National Informatics Centre** and shall observe sound management practices. The Outsourced Agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to Client and shall, at all times, support and safeguard Client legitimate interests in any dealings with third parties.

36. Performance Bank Guarantee

- a) The Outsourced Agency shall at his own expense deposit with Client, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled commercial bank, in the format prescribed, payable on demand, for the due performance and fulfillment of the contract by the Outsourced Agency.
- b) This PBG will be for an amount equivalent to 10% of contract value. All incidental charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Outsourced Agency. The PBG shall be valid till completion of the Scanning Digitization of Records of DeGS, N24PGS and extended period if any. Subject to the terms and conditions in the PBG, after completion of Scanning Digitization of Records of DeGS, N24PGS the PBG will lapse automatically. The PBG may be discharged/ returned by Client upon being satisfied that there has been due performance of the obligations of the Outsourced Agency under the contract. However, no interest shall be payable by Client on the PBG.
- c) In the event of the Outsourced Agency being unable to execute the contract for reasons not found to be reasonable and satisfactory by the Client, the Client would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Client under the contract in the matter, the proceeds of the PBG shall be payable to Client as compensation for any loss resulting from the Outsourced Agency's failure to perform/comply its obligations under the contract. Client shall notify the Outsourced Agency in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Outsourced Agency is in default.
- d) Client shall also be entitled to make recoveries from the Outsourced Agency's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

37. Liquidated Damages

In the event, the Outsourced Agency fails to meet the milestones as planned during the course of the project, the Client shall be entitled without prejudice to his other rights and remedies, to deduct from the payment terms as mentioned in Clause 8, or receive as payment, at the discretion of the Client, a sum equivalent to maximum 10% of the project cost through invoking the Performance Bank Guarantee.

38. Fraudulent practices, bribery and corruption of Government servants

The Bidder represents and undertakes that it has not given, offered or promised to give, directly or indirectly any amount, gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Client or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government for obtaining a contract or showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the Bidder or any one employed by it or acting on its behalf or for its benefit (whether with or without the knowledge of the Bidder) or the commission of any offence by Bidder or anyone employed by it or acting on its behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall, without prejudice to any other legal action, entitle the Client to cancel the Contract either wholly or in part, and all or any other contracts with the Bidder and recover from the Bidder such amount or the monetary value thereof and the amount of any loss arising from such cancellation without any entitlement or compensation to the Bidder. The Client will also have the right to recover any such amount from any contracts concluded earlier between the Bidder and the Government of India. The Bidder will also be liable to be debarred from entering into any contract with the Government of West Bengal for a minimum period of five years. A decision of the Client to the effect that a breach of undertaking had been committed shall be final and binding on the Bidder.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
DeGS, North 24Parganas,
(Authorized Representative)
Name :
Address:
Date :

FOR AND ON BEHALF OF
M/s _____
(Authorized Representative)
Name :
Address :
Date:

SECTION-9

PERFORMANCE BANK GUARANTEE

To

Dear Sir,

PERFORMANCE BANK GUARANTEE – Scanning Digitization of Records, District eGovernance Society (DeGS), North 24 Parganas, Barasat, WB, Kolkata-124

WHEREAS

M/s. (name of Outsourced Agency), a company registered under the Companies Act, 1956, having its registered office at (address of the Outsourced Agency), (which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as "Contract") with you (Chairman, District eGovernance Society (DeGS), North 24 Parganas) for Scanning Digitization of Records, Ministry of Environment and Forests, Government of West Bengal, Kolkata.

We are aware of the fact that as per the terms of the contract, M/s. (name of Outsourced Agency) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR (In words and figures), being equivalent to 10% of the total price as quoted in the commercial proposal submitted by the constituent and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR (in words and figures) without any demur.

We, the Bank , do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a written demand from the Client which has to be served and received by us on or before on the expiry date of Bank Guarantee i.e. <date>, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reasons of any breach by the said Outsourced Agency of any of the terms and conditions contained in the contract/purchase order or by reasons of the said Outsourced Agency failure to perform the said work order/purchase order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However this Bank guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be

entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We, the Bank, further agree that the guarantee there in contained shall remain in full force and effect during the period that would be taken for the performance of the said work order/purchase order and that it shall continue to be enforceable till all the dues of the Clients under or by virtue of the said work order have been fully paid and it's claims satisfied or discharged or till the Client certifies that the terms and the conditions of the said work order have been fully and properly carried out by the said Outsourced Agency and accordingly discharge the guarantee or till the expiry of this guarantee i.e. <date>, whichever is earlier. Unless a demand or claim under this guarantee is received by us in writing on or before <date>, we, the Bank, shall be discharged from all liability under this guarantee thereafter.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period. We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request from the said Outsourced Agency or Client on or before the expiry of bank Guarantee i.e. on or before <date>.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period so including the extended period, if any.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee and extended period of guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee, including for the extended period of guarantee.

Any dispute arising in relation to the said guarantee will be subject to the Jurisdiction of New Delhi Courts.

We undertake to pay to the Government any money so demanded under this guarantee notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present agreement being absolute and unequivocal.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed INR (In words and figure);

This Performance Bank Guarantee shall be valid only up to <date> and shall remain valid on such extended period as may be communicated by Client;

and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (Date i.e. completion of the period of 12 months or completion of the Scanning Digitization of Records of DeGS, N24PGS as approved by the Client and such extended period as may be communicated by Client.

Any payment made hereunder shall be free and clear of and without deductions or withholding of any nature imposts and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day2011.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note : This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.