

**PROCUREMENT OF NON-CONSULTANCY
SERVICES UNDER
SHOPPING PROCEDURES**



GOVT. OF WEST BENGAL
Irrigation & Waterways Directorate
NATIONAL HYDROLOGY PROJECT
NH-2, PurtaBhawan, 3rd Floor, Purba Burdwan-713103
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REQUEST FOR QUOTATIONS

Procurement of Non-Consulting Services under RFQ/Shopping Procedures
E-Procurement Notice
(One-Envelope with e-Procurement Bidding Process)

Memo No:162/NHP-02/02

Date: 09.03.2022

BID No: WBIW/NHP/RFQ-11/2021-22

Employer : **Executive Engineer, Burdwan Investigation & Planning Division**

Package title : **“Scanning & Digitization of different type documents under NHP.”**

Package no : **NHP-2021-2022-WBSW-768045**

Applicable Procurement Guidelines:

World Bank’s “Guidelines -Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank’s Borrowers” Revised July 2014

1. The Government of India has received financing from the World Bank in various currencies towards the cost of the **National Hydrology Project** and intends to apply part of the proceeds towards eligible payments under the contract for which this request for quotations is issued. **The Executive Engineer, Burdwan Investigation & Planning Division, Irrigation & Waterways Directorate, Govt. of West Bengal, Purta Bhawan, 3rd Floor, Purba Burdwan-713103, West Bengal (for and on behalf of Irrigation & Waterways Department, Govt. of West Bengal** invites quotations electronically from eligible service providers (bidders) for the following non-consulting services.
“Scanning & Digitization of different type documents under NHP.”
2. This e-Procurement notice includes the terms and conditions applicable to submission of quotations; criteria for qualification, evaluation, and for award of contract; and relevant forms to be filled by the bidders. Implementing Agency has not issued a separate RFQ document for this purchase. The e-Procurement notice including the terms and conditions etc. can be downloaded free of cost by logging on to the website

<https://wbtenders.gov.in>. The bidders would be required to register in the website which is free of cost.

3. For submission of Quotation, the Bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized by Government of India for issuing DSC. Bidders can see the list of licensed CA's from the link (www.cca.gov.in). Bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://wbtenders.gov.in>.
4. Quotations shall be submitted on <https://wbtenders.gov.in> on or before **15.00 hours on 13.04.2022**. Any quotation or modifications to quotation received outside e-procurement system will not be considered. The electronic bidding system would not allow late submission of quotations. The Quotations will be opened online on **13.04.2022 at 16.00 hours**. This can also be viewed by the bidders online. The electronic summary of quotation opening will be generated and uploaded online.
5. If the Employer's office happens to be closed on the date of opening of the Quotations as specified, the Quotations will be opened on the next working day at the same time.
6. Other details can be seen in the RFQ document. The Employer shall not be held liable for any delays due to system failure beyond its control. A Bidder requiring any clarification of the RFQ Document may notify the Employer online or may visit the office of the Employer at the address given below.

Sd/-

Executive Engineer

Burdwan Investigation & Planning Division

I&W Dte, Govt. of West Bengal.

Purta Bhawan, 3rd Floor,

Purba Burdwan-713103, West Bengal

Telefax: +91342-2646799

E-mail: eebipd2012@gmail.com

Terms and Conditions

1. **Eligibility:** A Bidder(a) shall not participate in more than one Quotation; (b) shall not have conflict of interest as defined in the Bank's Procurement Guidelines; and (c) should not have been (i) temporarily suspended or debarred by the World Bank Group in compliance with the Bank's Anti-Corruption Guidelines and its Sanctions Framework; or (ii) blacklisted or suspended by Government Department/Semi-Government/Public Sector Organization in India.(d) Bids from Joint Ventures are not acceptable.
2. **Clarifications & Amendments:** If the Employer receives any request for clarification of this RFQ Document, it will upload its response together with any amendment to this document, on the e-procurement portal for information of all bidders. Bidders should check on the e-procurement system, for any amendments to the terms and conditions.
3. **The Quotation shall comprise the following:**

(All documents should be uploaded after converting the same to PDF)

- (a) Letter of Quotation in letter of bidder.
- (b) Authorization: The written confirmation of authorization to sign on behalf of the Bidder shall consist of an organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Quotation on behalf of the Bidder.
- (c) Description of services;
- (d) Evidence in accordance with Clause 5 establishing Bidder's qualifications to perform the contract, if its quotation is accepted;
- (e) Performance Statement of services of similar nature made during the last 05 years, in the prescribed Format along with supporting enclosures [copies of work order, schedule of work, completion certificate etc.
- (f) Complete address and contact details of the Bidder having the following information:
Name of Bidder
Address for communication
Telephone No(s): Office
Mobile No.
Facsimile (FAX) No.
Electronic Mail Identification (E-mail ID)
- (g) Price Schedule (using the Schedule uploaded with the RFQ document) wherein the rate shall be entered online.
- (h) **Self attested scanned copy of documents to be attached: Valid Tread Licence, GST certificate, PAN, P. Tax certificate, Partnership deed/ Affidavit of proprietorship duly attested by a Notary Public, IT returns, Auditors report for last 5(five) financial years showing Annual Average Turn Over etc. [Required Annual Average Turn Over during any last three financial years out of last five financial years ending 31st March of previous financial year should not be less than 15.00 lakh. [Rupees fifteen lakh only]**
- (i) The Bidder shall furnish, as part of his Bid, a **Bid Security** in the amount **Rs. 40,000/-**(Rupees Forty thousand only) for this particular work through Demand Draft or in the form of a Bank Guarantee (Format attached). Demand Draft to be drawn in favour of **"The Executive Engineer, Burdwan Investigation & Planning Division"** and payable at Burdwan.

- Bank guarantees issued as security for the bid shall be valid for 45 days beyond the validity of the bid.
- Any bid not accompanied by an acceptable Bid Security shall be rejected by employer as non-responsive.
- The Bid Security of unsuccessful bidders will be return within 28 days of the end of the bid validity period.
- The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security. The Bid Security of the successful Bidder shall be required to be kept valid and / or validity extended till such time the Performance Security is accepted by the Employer.
- The Bid Security may be forfeited :
 - i) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - ii) in the case of a successful Bidder, if the Bidder fails within the specified time limit to sign the Agreement / furnish the required Performance Security.
- j) Bidder should upload:-
 - **Scanned copy of Bid security.**
 - **Scanned copy of Power of attorney for signing the document in the case of firm in partnership/limited company, corporation.**
 - **Scanned copy of an Affidavit affirming that information furnished in the bid is correct to the best of knowledge and belief of the bidder as per attached Format.**

Offline submission of Bid documents:-

The bidders are required to submit (i) original **Power of Attorney**; (ii) original DD / BG towards **Bid Security** and (iii) original **Affidavit regarding correctness** of information furnished with bid document before the last date and time of bid submission at the address mentioned below either by registered post, courier or by hand, failing which their bids will not be opened online and will be declared nonresponsive.

The original documents as indicated above shall be submitted in sealed envelope to the following address by **15:00 hours on 13.04.2022**.

**The Executive Engineer
Burdwan Investigation & Planning Division
I&WD, Govt. of West Bengal
Purta Bhawan, 3rd Floor
Purba Burdwan-713103, West Bengal**

The envelope should be marked (Name of work and Bid No.)

4. Quotation Prices:

- (a) The contract shall be for the whole of the services, as specified in the Price Quotation Form. Corrections, if any, can be carried out by editing the information before electronic submission.
- (b) The Bidder shall be responsible for meeting all tax liabilities other than Goods and Services Tax (GST) arising out of the Contract.
- (c) GST, which will be payable on the services at the time of invoicing, shall be shown separately.
- (d) The rates quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

- (e) The Prices shall be quoted in Indian Rupees only.
 - (f) Each bidder shall submit only one bid.
5. **Qualification of the Bidder:** Bidder should have performed **services of similar nature and complexity** of value of at least **INR 13.00 Lakh (Rupees Thirteen lakh)** only in any one of last 05 years. Details of services performed during the last 05 years shall be submitted in the specified Proforma. **[Copy of work orders, schedule of works, Completion Certificate from the competent authority for all are to be uploaded]**
6. **Validity of Quotation:** Quotation shall remain valid for a period not less than **60 days** after the deadline date specified for submission.
7. **Signing of Quotations:** The **name and position** held by each person signing the quotation and related documents must be typed or printed below the signature.
8. **Quotation Submission:** The Letter of Quotation shall be filled, **signed and**
9. **scanned** copies shall be uploaded along with the Price Schedules that shall be furnished using the Forms available online without any alterations. All blank spaces shall be filled in with the information requested. Scanned copies of all other documents shall also be uploaded on this website.
10. **Deadline for Submission of Quotations:** Quotations must be uploaded online, not later than the deadline for submission of quotations at **15.00 hours on 13.04.2022** , as per server time. A Bidder may modify its Quotation any number of times by using the appropriate option on the e-Procurement Portal, before the deadline for submission of Quotations. **Quotations once withdrawn cannot be resubmitted.**
11. **Online Opening and Evaluation of Quotations:** The Quotations will be opened online on the specified date and time. This can also be viewed by the Bidder online, and electronic summary of quotation opening will be generated and uploaded online.
- (a) The Employer shall examine the quotation to determine whether the quotation **(a)** has been properly signed (Clause 7); **(b)** meets the eligibility criteria& qualification criteria (Clause 1& 5); and **(c)** Price Schedules are in accordance with the requirements specified in the RFQ document.

Clarification of Bids:

- (i) To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid including breakdown of unit rates, giving a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.
- (ii) If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
 - (b) Only Quotations that are both substantially responsive to the RFQ document and meet all Qualification Criteria shall qualify for financial evaluation.
 - (c) The evaluation shall be based **excluding GST and including any other taxes.**

- (d) Employer shall **notify in writing** those Bidders who have failed to meet the Qualification Criteria or whose Quotations were considered non-responsive to the requirements in the RFQ document, advising them that their Quotation failed to meet the requirements of the RFQ document.
- 12. Award of Contract:** The Employer will award the Contract to the Bidder whose quotation has been determined to be **substantially responsive** and who has offered the **lowest evaluated quotation price**.
- (a) Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- (b) Regarding required number of **substantially responsive bidder**, World Bank's "Guidelines -Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank's Borrowers" Revised July 2014, may be followed.
- (c) The Bidder whose quotation is accepted will be notified of the award of Contract by the Employer **prior to expiration of the quotation validity period**.
- (d) 100 % payment may be made within 30 days of receipt of all deliverables maintaining all specifications, terms & conditions, acceptance of the same, receipt of invoice subject to availability of fund. Payment of GST for the services at the time of invoicing, although already included in the total cost, will be at actual.
- 13. Performance Security:** Within 15 days of receiving Letter of Acceptance, the successful Bidder shall deliver to **The Executive Engineer, Burdwan Investigation & Planning Division, Irrigation & Waterways Directorate, Govt. of West Bengal** (Employer) the performance security (either a Bank Guarantee or a Fixed Deposit/Term Deposit Receipt in favour of the Employer) for an amount equivalent of **5 (five) %** of the contract price. The Performance Security shall be valid beyond 45 days the contract completion period. Failure of the successful Bidder to furnish performance security and to sign the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and debarring the bidder from participation in bidding for services/works by the Employer for a period of one year, in which case the Employer may make the award to the next lowest evaluated Bidder or seek quotations afresh.
- 14.** Supply of all materials and equipment shall be the responsibility of the Bidder. Employer will not issue any material/equipment.
- 15. Adjudicator:**
The Adjudicator proposed by the Employer is:- **Sri Kaushik Chattopadhyay**
The daily fee for this proposed Adjudicator shall be:- **Rs. 5000.00 only**.
The biographical data of the proposed Adjudicator is:- **Ex-Secretary to the Irrigation & Waterways Department, Govt. of West Bengal**.

If the Bidder disagrees with this proposal, the Bidder should so state in the Quotation. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the President of the Institution of Engineers, [State] State Centre at the request of either party.

Description of Services

Terms & conditions [A]

Roles & Responsibilities of vendor

- a) Scanning of documents are to be done at offices of I.&W. Deptt, GoWB located at different locations within West Bengal as per direction of Project Manager/Engineer-in-Charge/P.M.
- b) Mobilize all man and machinery at different work sites i.e. offices of I.&W. Deptt, GoWB located at different locations within West Bengal, collect hard copy of documents from that offices with maintaining proper log sheet as per direction of Engineer-in-Charge/P.M.
- c) Remove clips, pins, bindings etc. and clean all hard copies manually and process for straightening of each document to make it feedable to the Scanners.
- d) Sorting of documents according to the directives of designated officers of the I&WD, GoWB.
- e) Provide all suitable instruments, hardware, manpower and any other required infrastructure facilities onsite at the space allocated by the authority/I.&WD to do the entrusted work.
- f) Scanning of documents will be done in ADF document scanner with a minimum 300 DPI in PDF format, but for old, brittle documents etc. scanning will be done in flatbed document scanner to generate clear and readable softcopy.
- g) Scanning, Cleaning, Preserving/Archiving of all those documents as per direction of Engineer-in-Charge/ Project Manager of I.&W. Deptt.
- h) Saving and storing of all scanned documents with proper indexing [Data Entry] as per direction of E.I.C./PM.
- i) Return of all hard copies of documents to I&WD after completion of scanning and documentation.

NOTE :

- The bidder should have latest state of the art scanners/computers and other equipment/parts, sufficient infrastructure and qualified personnel. Majority of the documents shall be either A4, Legal or of A3 size. However paper sizes other than the above may also be present. The bidder should have the infrastructure to scan & digitize all the available page sizes.
- The bidder shall depute a suitable person to maintain liaison with the E.I.C./ Project Manager for quick and efficient execution of the job.
- The bidder may be allowed to do the scanning/digitization work at the Division offices on all working days during office hours from 10 AM to 5:30 PM. In case the bidder wishes to carry out the job on holidays and during odd hours, necessary permission from the concerned Executive Engineers of the Division office is to be obtained.
- Suitable office space at the Division/Sub-Division offices along with furniture & power supply free of cost will be provided to the vender by the client.
- Reference documents for scanning are available at the office of Executive Engineer, Burdwan Investigation and Planning Division, I and W Department, Purta Bhavan, 3rd Floor, Purba Bardhaman, 713103, WB &/or any other Dam/Barrage Managers in W.B.

Deliverables: Within DVDs/ External Hard Disks which will consist of all setup files [03 sets]

Terms & conditions [B]

Activities to be followed by vendor

A) Pre-Scanning Activities :

- Since documents are kept in different offices of Irrigation & Waterways Department, Govt. of West Bengal, Agency is required to handle these documents carefully. Documents are to be collected from the concerned offices and are required to be counted and entered into the log register before taking to the scanning area.
- Since some documents are old and not in good physical condition, such documents may be required to be repaired if not in condition fit for scanning.
- It will be the responsibility of agency to take care of document's security. In case of loss of any documents, appropriate remedy including penalty may be imposed, by the competent authority, on the agency for the loss caused.
- Each page shall be serially numbered and shall be counted while giving documents back.

B) Scanning Activities :

- Batch processing, Archiving and Retrieval.
- Scanning of records mainly on A4/Legal/A3 sizes at minimum 300 dpi resolution in b/w or Gray scale or colour if needed.
- The agency will collect documents to be scanned from staff of the department after counting and entering details in the log register.
- Preparing the documents for scanning purpose i.e. removal of tags, pins, etc
- Scanning, storing the data in scanned form with mirroring facility and to hand-over one additional backup on hard disk drive to the person responsible.
- The output should be given in searchable PDF format.
- Indexing the scanned and stored data.
- Handing-over the documents back to the concerned office in their **original condition**.

C) Quality of Scanning :

- Agency shall ensure that qualities of scanned images are enhanced up-to the optimum level and required image enhancement activities have 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.
- The proposed solution should provide for correction of parameters including but not limited to, format/ compression not proper, skew, wrong orientation, error in cropping, punch hole marks etc. during scanning.
- Agency shall ensure that bad quality document doesn't get uploaded to the repository.

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 some or all the documents scanned afresh by any other vendor at the risk and cost of 1st allottee, if it is found that the vendor has not performed the task of scanning satisfactorily and the images are of poor quality.
- The files /documents will not be allowed to be removed from space/premises allocated to the firm. Suitable hardware infrastructure/facilities have to be established onsite at the room allocated by the authority to do the Scanning work.
- Under no circumstances, the documents shall be changed, mutilated, destroyed or replaced by some other document or handed over/transferred to other organization.
- Under no conditions documents for scanning may be taken out of official premises without the consent of the authorised departmental officer
- **All equipments for scanning to be provided by the vendor and he shall be solely responsible for their upkeep and maintenance.**

E) Scope of Digitization Activities:

- Digitization of the documents/booklets and storing the data in digitized form in hard disk drive. (to be done centrally or at the Division Offices as per discretion of the agency)
- Documents/pages identified by the Departmental Authority (Project Manager) to be converted to machine readable text format ASCII or Text Mode by data entry through keyboard typing. (to be done centrally or at the Division Offices as per discretion of the agency)
- Indexing the stored digitized data and integrating dynamic meta-data for search.
- Handing over the records/registers/files etc after scanning & digitization etc to the respective Division offices within West Bengal.
- Handing over the digitized data in appropriate media to the Division offices and to the EIC/PM/SPMU.

Quotation Forms

LETTER OF QUOTATION

The Bidder must prepare the Letter of Quotation on stationery with its letterhead clearly showing the Bidder complete name and address. The italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.

RFQ No.: [insert identification]

Our Reference: No..... Dated.....

To

The Executive Engineer

Burdwan Investigation & Planning Division,

I&WD, Govt. of West Bengal, Purta Bhawan, 3rd Floor,

Purba Burdwan-713103, West Bengal

Subject: "Scanning & Digitization of different type documents under NHP."

Sir,

1. We, the undersigned, hereby submit our Quotation.
2. In submitting our Quotation, we make the following declarations:
 - (a) **No reservations:** We have examined and have no reservations to the RFQ Document;
 - (b) **Quotation Validity Period:** Our Quotation shall be valid for the period of **60 days**, from the deadline fixed for the Quotation submission;
 - (c) **Eligibility:** We meet the eligibility requirements and have no conflict of interest, we are not participating in more than one quotation in this bidding process, and we have not been temporarily suspended or debarred by the World Bank or blacklisted or suspended the government department/semi-government/public sector organization in India;
 - (d) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of corrupt, fraudulent, collusive, coercive, or obstructive practices; and we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."
 - (e) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."]
 - (f) **We are not participating as a Joint Venture in this bidding process.**
We accept the appointment of [name proposed in the RFQ] as the Adjudicator.
[or]
We do not accept the appointment of [name proposed in the RFQ] as the Adjudicator, and propose instead that [name] be appointed as Adjudicator, whose daily fees and biographical data are attached.
 - (g) The total price of our Quotation, including any unconditional discounts offered is:
Total price of the Quotation [*insert the total price of the quotation excluding GST and including any other taxes, in words and figures*];

Yours faithfully,

Authorized Signature*

Name & Title of Signatory _____

In the capacity of [insert legal capacity of person signing the Letter of Quotation]

Name of Bidder _____

Address _____

Dated on _____ day of _____, _____ [insert date of signing]

*Authorization of a person to sign on behalf of the Bidder:

PRICE SCHEDULE FORM

Tender Inviting Authority: The Executive Engineer, Burdwan Investigation & Planning Division								
Name of Work: "Scanning & Digitization of different type documents under NHP."								
Contract No: WBIW/NHP/RFQ-11/2021-22								
Name of the Bidder/ Bidding Firm / Company:								
PRICE SCHEDULE								
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Unit Rate exclusive of GST and inclusive of any other taxes in INR	Total GST applicable per item in INR	TOTAL AMOUNT Without Taxes [Col. (4*13)]	TOTAL AMOUNT With Taxes [Col. (51 + 53)]	TOTAL AMOUNT In Words
1	2	4	5	13	51	53	54	55
1	Scanning of different type documents (registers, files etc) as per enclosed terms & conditions and as per direction of EIC/P.M. Note:- i) Rate is inclusive of all type taxes as applicable except GST ii) Rate is inclusive of all incidental charges like manpower, machinery, transportation, IT equipment, software, hardware etc.							
1.01	Size of page:"A4" /"Legal"/ "FS"/"A3"	200000	Per page			0.000	0.000	INR Zero Only
2	Machine readable text format ASCII/Text mode by manual data entry in excel sheet (.xls) as per enclosed terms & conditions and as per direction of EIC/ P.M. Note : i) Rate is inclusive of all type taxes as applicable except GST ii) Rate is inclusive of all incidental charges like manpower, machinery, transportation, IT equipment, software, hardware etc.							
2.01	Size of page : "A4" /"Legal"/ "FS"/"A3"	200000	Per page			0.000	0.000	INR Zero Only
Total in Figures						0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only						

Note- Reference documents for scanning are available at the office of Executive Engineer, Burdwan Investigation and Planning Division, I and W Department, Purta Bhavan, 3rd Floor, Purba Bardhaman, 713103, WB

PROFORMA FOR PERFORMANCE STATEMENT

RFQ No. -----

Name of Bidder -----

[for a period of last 05 financial years]

NAME OF WORK	WORK ORDER REFERENCE	ORDER PLACED BY	DESCRIPTION OF SERVICES	VALUE OF ORDER	DATE OF COMPLETION	VALUE OF SERVICES AT COMPLETION	REMARKS IF ANY

SIGNATURE OF BIIDDER

PERFORMANCE BANK GUARANTEE

(To be given from a nationalized or scheduled bank in India)

To:

*The Executive Engineer
Burdwan Investigation & Planning Division,
I&WD, Govt. of West Bengal. Purta Bhawan, 3rd Floor,
PurbaBurdwan-713103
West Bengal*

Whereas *[name and address of Service Provider]* (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute “**Scanning & Digitization of different type documents under NHP.**” (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 45 days from the date of completion of the Services.

Signature and seal of the Guarantor

Name of Bank
Address
Date

FORM OF AFFIDAVIT FOR CORRECTNESS OF INFORMATION
AND DOCUMENTS SUBMITTED WITH BID

[This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/ Sub-Judge/ Notary Public]

I,(name of the authorised representative of the Bidder) solemnly affirm and state as under:

1. I hereby certify that all the information and documents furnished with the Bid submitted online in response to IFB number date issued by (authority inviting bids) for (name and identification of work) are true and correct.

2. *I hereby certify that I have been authorised by (the bidder) to sign on their behalf, the Bid mentioned in paragraph 1 above.

Deponent
Place:
Date:

* This sub-paragraph is not applicable if the Bidder is an individual and is signing the Bid on his own behalf.

LETTER OF ACCEPTANCE

[letter head paper of the Employer]

[date]

To: *[name and address of the Bidder]*

This is to notify you that your Quotation dated *[date]* for execution of the *[name of the Contract and identification number as given in RFQ]* for the Contract Price of the equivalent of INR *[amount in numbers and words]*, as corrected and modified in accordance with Request for Quotations (RFQ) is hereby accepted by our Agency.

Note : Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the RFQ]*

or

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]* , we are hereby requesting *[name]* , the Appointing Authority , to appoint the Adjudicator in accordance with RFQ.

You are hereby requested to furnish **performance security** for an amount of INR _____ *[equivalent to 5% of the contract price]* within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Fixed Deposit/ Term Deposit Receipt in favour of..... (Employer) shall be valid beyond **45** days the contract completion period. Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to return the Contract Agreement duly signed.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

DRAFT CONTRACT AGREEMENT

1. This deed of agreement is made in the form of agreement on _____ day _____ month _____ 20____, between the _____ (Employer) or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Service Provider), S/O _____ resident of _____ (hereinafter referred to as the second party), to execute the non-consulting services of : **Scanning & Digitization of different type documents under NHP.”**

(hereinafter referred to as services) on the following terms and conditions.

2. Contract Price

The total Contract Price for the services (hereinafter referred to as the “total price”) is INR _____ (excluding/including (*Choose one option*) Goods and Services Tax) as reflected in **Annexure 1.**

2.1. Payments under the Contract

Payments to the second party for the services will be released by the first party in the following manner:

100 % Payment to the second party for the works/services will be released by the first party after completion of all works/services as per schedule-specification by maintaining all terms & condition and receipt & acceptance of all deliverables as a whole as per direction & satisfaction of E.I.C./P.M.

2.2 Payments will be made on certification of the invoice by the Project Manager nominated by the first party with respect to quality/quantity of services executed in the format in Annexure I.

2.3 **Project Manager:-** The Agency shall undertake the Scanning & Digitization job in consultation with the Dy. Director (Monitoring), Advance Planning Project Evaluation & Monitoring Cell and the Dy. Director (Hydrology), Central Design Office at Jalsampad Bhavan, Salt Lake, Kolkata, who will act as Project Managers on behalf of the I&W Deptt.

3. Notice by Service Provider to Employer

The second party, on the services reaching each stage of execution, issue a notice to the first party or the Project Manager nominated by the first party (who is responsible for supervising the Service Provider, administering the contract, certifying the payments due to the Service Provider, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the Project Manager nominated by it, will ensure issue of stage completion certificate after due verification.

4. Completion Time

The services should be completed in **4(Four) months** from the date commencement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

5. If any of the compensation events mentioned below would prevent the services being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

- (a) The first party orders a delay for execution of the services on time.

- (b) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
- (c) Payments due to the second party are delayed without reason.
- (d) Certification for stage completion of the services is delayed unreasonably.

6. Any willful delay on the part of the second party in completing the services within the stipulated period will render him liable to pay liquidated damages. @ INR 0.05% of the contract value per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 5 % of the contract amount.

7. Duties and Responsibilities of the First Party

7.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the services as per description of services. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of services to ensure that it is as per the norms.

7.2 The Project Manager or such other person as may be authorized by the first party shall hold meeting once in a fortnight where the second party or his representative will submit the latest information including progress report and difficulties if any, in the execution of the services. The whole team may jointly inspect the site on a particular day to take stock of activities.

7.3 The Project Manager shall record his observations/instructions at the time of his site visit. The second party will carry out the instructions and promptly rectify any deviations pointed out by the Project Manager. If the deviations are not rectified, within the time specified in the Project Manager's notice, the first party as well as the Project Manager nominated by it, may instruct stoppage or suspension of the services. It shall thereupon be open to the first party or the Project Manager to have the deviations rectified at the cost of the second party.

8. Duties and Responsibilities of the Second Party

8.1 The second party shall:

- (a) take up the services and arrange for its completion within the time period stipulated in Clause 2 ;
- (b) employ suitable manpower and equipment to carry out the services;
- (c) regularly supervise and monitor the progress of services;
- (d) abide by the technical suggestions/direction of supervisory personnel designated by the Employer;
- (e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;
- (f) ensure that the service is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
- (g) keep the first party informed about the progress of services;

- (h) maintain necessary insurance against loss of equipment and property etc. or workman disability compensation claims of the personnel deployed on the services as well as third party claims.
- (i) pay all duties, taxes and other levies payable by service providers' agencies as per law under the contract (First party will effect deduction (TDS) from running bills in respect of such taxes as may be imposed under the law).

9. Variations / Extra Items

The services shall be carried out by the second party in accordance with the approved description of services. However, if, on account of any other factors, variations are considered necessary, the following procedure shall be followed:

- (a) The second party shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- (b) If the quotation given by the second party is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price which shall be based on Project Manager's own forecast of the effects of the Variation on the Service Provider's costs.
- (c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

10. Securities

The Performance Security (either a Bank Guarantee in the format attached or Fixed Deposit/ Term Deposit Receipt from a Nationalized or Scheduled Bank in India) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid beyond 45 days of the completion period.

11. Termination

11.1 By the Employer

The Employer may terminate this Contract, by not less than 15 days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified below:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within 15 days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) if, as the result of Force Majeure (means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.), the Service Provider is unable to perform a material portion of the services for a period of not less than 30 days; or

- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for, then the Employer may after giving fourteen days written notice to the Service provider, terminate the contract and expel him from the site.

11.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than 15 days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified below:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 10 within 45 days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the services for a period of not less than 30 days.

11.3 Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made, the Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.

12 Payment upon Termination

Upon termination of this Contract, the Employer shall make the following payments to the Service Provider:

- (a) payment for services satisfactorily performed less advances or other recoveries or any taxes to be deducted at source (TDS) as per applicable law, prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs above reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

13. Settlement of Disputes

13.1 Amicable Settlement: The Employer and Bidder shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

13.2 Dispute Settlement

- (a) If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the services, whether during carrying out the services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
- (b) The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute. The Adjudicator shall be paid by the hour at the rate specified above together with reimbursable expenses for vehicle hire, food and lodging, if required, as agreed in connection with the adjudication procedure, and the

cost shall be divided equally between the Employer and the Bidder, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

- (c) The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and latest amendment.
- (d) Should the Adjudicator resign or die, or should the Employer and the Bidder agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Bidder. In case of disagreement between the Employer and the Bidder, within 30 days, the Adjudicator shall be designated by the President of the Institution of Engineers, [State] State Centre at the request of either party, within 14 days of receipt of such request.
- (e) The place of Adjudicator /arbitrator shall be _____
- (f) The Court of Jurisdiction shall be _____

14. Corrupt and Fraudulent Practices

The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 4. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

The Format of Certificate (Annexure-I) & Description of Services (Annexure-II) are attached.

Signed and delivered by Sri. _____ for and on behalf of the Service Provider

In the presence of the Witness:

- i)
- ii)

SIGNATURE

Signed and delivered by Sri _____ for and on behalf of the Employer.

In the presence of the Witness:

- i)
- ii)

SIGNATURE

Annexure I

FORMAT OF CERTIFICATE

Certified that the services up to ----- stage in respect of non-consulting services of ----- RFQ No. ----- have been executed satisfactorily in accordance with the terms and conditions of the agreement and as per approved specifications.

Signature
Name & Designation
(Official address)

Place:
Date:

Office seal

ANNEXURE II

DESCRIPTION OF SERVICES

Terms & conditions [A]

Roles & Responsibilities of vendor

- j) Scanning of documents are to be done at offices of I.&W. Deptt, GoWB located at different locations within West Bengal as per direction of Engineer-in-Charge/P.M.
- k) Mobilize all man and machinery at different work sites i.e. offices of I.&W. Deptt, GoWB located at different locations within West Bengal, collect hard copy of documents from that offices with maintaining proper log sheet as per direction of Engineer-in-Charge/P.M.
- l) Remove clips, pins, bindings etc. and clean all hard copies manually and process for straightening of each document to make it feedable to the Scanners.
- m) Sorting of documents according to the directives of designated officers of the I&WD, GoWB.
- n) Provide all suitable instruments, hardware, manpower and any other required infrastructure facilities onsite at the space allocated by the authority/I&WD to do the entrusted work.
- o) Scanning of documents will be done in ADF document scanner with a minimum 300 DPI in PDF format, but for old, brittle documents etc. scanning will be done in flatbed document scanner to generate clear and readable softcopy.
- p) Scanning, Cleaning, Preserving/Archiving of all those documents as per direction of Engineer-in-Charge/P.M. of I.&W. Deptt.
- q) Saving and storing of all scanned documents with proper indexing [Data Entry]as per direction of E.I.C./PM.
- r) Return of all hard copies of documents to I&WD after completion of scanning and documentation.

NOTE:

- The bidder should have latest state of the art scanners/computers and other equipment/parts, sufficient infrastructure and qualified personnel. Majority of the documents shall be either A4, Legal or of A3 size. However paper sizes other than the above may also be present. The bidder should have the infrastructure to scan & digitize all the available page sizes.
- The bidder shall depute a suitable person to maintain liaison with the E.I.C./ Project Manager for quick and efficient execution of the job.
- The bidder may be allowed to do the scanning/digitization work at the Division offices on all working days during office hours from 10 AM to 5:30 PM. In case the bidder wishes to carry out the job on holidays and during odd hours, necessary permission from the concerned Executive Engineers of the Division office is to be obtained.
- Suitable office space at the Division/Sub-Division offices along with furniture & power supply free of cost will be provided to the vender by the client.

Deliverables: Within DVDs/ External Hard Disks which will consist of all setup files [03 sets]

Terms & conditions [B]

Activities to be followed by vendor

A) Pre-Scanning Activities :

- Since documents are kept in different offices of Irrigation & Waterways Department, Govt. of West Bengal, Agency is required to handle these documents carefully. Documents are to be collected from the concerned offices and are required to be counted and entered into the log register before taking to the scanning area.
- Since some documents are old and not in good physical condition, such documents may be required to be repaired if not in condition fit for scanning.
- It will be the responsibility of agency to take care of document's security. In case of loss of any documents, appropriate remedy including penalty may be imposed, by the competent authority, on the agency for the loss caused.
- Each page shall be serially numbered and shall be counted while giving documents back.

B) Scanning Activities :

- Batch processing, Archiving and Retrieval.
- Scanning of records mainly on A4/Legal/A3 sizes at minimum 300 dpi resolution in b/w or Gray scale or colour if needed.
- The agency will collect documents to be scanned from staff of the department after counting and entering details in the log register.
- Preparing the documents for scanning purpose i.e. removal of tags, pins, etc
- Scanning, storing the data in scanned form with mirroring facility and to hand-over one additional backup on hard disk drive to the person responsible.
- The output should be given in searchable PDF format.
- Indexing the scanned and stored data.
- Handing-over the documents back to the concerned office in their **original condition**.

C) Quality of Scanning :

- Agency shall ensure that qualities of scanned images are enhanced up-to the optimum level and required image enhancement activities have 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.
- The proposed solution should provide for correction of parameters including but not limited to, format/ compression not proper, skew, wrong orientation, error in cropping, punch hole marks etc. during scanning.
- Agency shall ensure that bad quality document doesn't get uploaded to the repository.

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 some or all the documents scanned afresh by any other vendor at the risk and cost of 1st allottee, if it is found that the vendor has not performed the task of scanning satisfactorily and the images are of poor quality.
- The files /documents will not be allowed to be removed from space/premises allocated to the firm. Suitable hardware infrastructure/facilities have to be established onsite at the room allocated by the authority to do the Scanning work.
- Under no circumstances, the documents shall be changed, mutilated, destroyed or replaced by some other document or handed over/transferred to other organization.
- Under no conditions documents for scanning may be taken out of official premises without the consent of the authorised departmental officer
- **All equipments for scanning to be provided by the vendor and he shall be solely responsible for their upkeep and maintenance.**

E) Scope of Digitization Activities:

- Digitization of the documents/booklets and storing the data in digitized form in hard disk drive. (to be done centrally or at the Division Offices as per discretion of the agency)
- Documents/pages identified by the Departmental Authority (Project Manager) to be converted to machine readable text format ASCII or Text Mode by data entry through keyboard typing. (to be done centrally or at the Division Offices as per discretion of the agency)
- Indexing the stored digitized data and integrating dynamic meta-data for search.
- Handing over the records/registers/files etc after scanning & digitization etc to the respective Division offices within West Bengal.
- Handing over the digitized data in appropriate media to the Division offices and to the E.I.C./P.M./SPMU.

NOTICE TO PROCEED

[letter head paper of the Employer]

_____ (date)

To

_____ (name and address of the Service Provider)

Pursuant to your furnishing the requisite security as stipulated in RFQ Clause13, and as stated in letter of acceptance and signing of the contract agreement for the non-consulting services of _____ @ a Contract Price of INR _____, you are hereby instructed to proceed with the execution of the said services in accordance with the contract documents.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

BANK GUARANTEE FOR ADVANCE PAYMENT

(To be given from a nationalized or scheduled bank in India)

To:

*The Executive Engineer
Burdwan Investigation & Planning Division,
I&WD, Govt. of West Bengal. PurtaBhawan, 3rd Floor,
PurbaBurdwan-713103
West Bengal*

Name of work: “Scanning & Digitization of different type documents under NHP.”

In accordance with the provisions of the Contract Agreement, Sub-Clause 2.1 (“**Payments under the Contract**”) of the above-mentioned Contract, *[name and address of Service Provider]* (hereinafter called “the Service Provider”) shall deposit with *The Executive Engineer, Burdwan Investigation & Planning Division, I&WD, Govt. of West Bengal* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee] [amount in words]*

We, the *[Bank or Financial Institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding *[amount of Guarantee] [amount in words]*

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between *[name of Employer]* and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *the Executive Engineer, Burdwan Investigation & Planning Division, I&WD, Govt. of West Bengal* receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date: