

**NOTICE INVITING TENDER**

**For**

**Scanning/Digitisation of Records of Tea Board, 14 BTM Sarani,  
Kolkata - 700 001**

**Tender No: IT/Paperless Office/2012**

**Date : 20/03/2014**

Tea Board  
Under Ministry of Commerce and Industry,  
Department of Commerce, Government of India  
14, B.T.M. Sarani, Kolkata - 700001

NIT No.: IT/Paperless Office/2012

Date: 20.03.2014

Sub : Notice Inviting Tender (NIT) for Scanning/Digitisation of Records of Tea Board, Kolkata

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 Tea Board.

The agency selected as a result of the bid process shall sign a contract with Tea Board to carry out the Scanning/Digitisation of Records of different departments of Tea Board, Kolkata.

The tender documents can be downloaded from the website of Tea Board at [www.teaboard.gov.in](http://www.teaboard.gov.in) and submitted along with tender fee of Rs.500/- (Five Hundred) only in form of Demand Draft/ Pay Order/ Bankers Cheque, from Nationalized Bank drawn in favour of "Tea Board" payable at Kolkata.

The offer can be submitted physically in the Tender Box at 8th floor, Tea Board, 14 B.T.M Sarani, Kolkata - 700 001 on or before 04/04/2014 upto 03.00 p.m.

*Secretary In-Charge  
Tea Board*

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## SECTION-1

### Introduction

#### 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 files, records and also the place to be provided for the purpose during working days of the Board within 10 am to 5 pm.
3. The bidder must have Scanning / digitising, indexing, storing and retrieval facility setup under its ownership since last 2 years, i.e., current Financial Year and preceding 1 year. 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 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, Tea Board, Kolkata.
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, Tea Board, Kolkata. 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, Tea Board, Kolkata 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, Tea Board, Kolkata 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 Tea Board at [www.teaboard.gov.in](http://www.teaboard.gov.in) and submitted along with Demand Draft/ Pay Order of Rs.500/- (Five Hundred) only which is non-refundable in favour of "Tea Board" payable at Kolkata.

## SECTION-2

### SCOPE OF WORK

#### (a) Pre Scanning Activities

- Documents are kept at different floors of Tea Board, 14 BTM Sarani, Kolkata 700 001. 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 some 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 including penalty may be imposed on the 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 and IT Cell.
- Transferring the stored scanned data on the hard disk of section's computers / servers.
- Imparting of adequate training to the staff of this office 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 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 Digitization work.
- Under no circumstances, the documents shall 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**

- Department
- 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 03.00 PM of 04/04/2014 to Secretary, Tea Board, 14 BTM Sarani, Kolkata - 700 001.

#### **(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 addressed to The Secretary, Tea Board. Tea Board will respond in writing to any such request for clarification of the bidding documents, which it receives not later than 2.00 PM of 28/03/2014.

#### **(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, Chairman, Tea Board, 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 Boards Website 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, Chairman, Tea Board reserves the rights to extend the deadline for the submission of bids and the same shall be notified on the Boards Website.

#### **(h) Earnest Money Deposit**

The Bidders must enclose Demand Draft/ Pay Order for Rs. 5,000.00 (Rupees Five Thousand) only, as Earnest Money along with the Technical Bid, in favour of “Tea Board” 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, Tea Board. 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 Tea Board. 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 Tea Board.
- 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 Tea Board. 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. Tea Board holds the rights to reject a bid valid for a period shorter than one year as nonresponsive.

#### **(k) Disqualification**

Tea Board 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 Tea Board.
- Bidders may specifically note that while evaluating the bids, if it comes to Tea Board'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 Tea Board.

#### **(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 initialled 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 Tea Board at the address specified not later than 03.00 PM on 04/04/2014. 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**

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

#### **(n) Late Bids**

Any bid received by Tea Board after the deadline / extended deadline for submission of bids prescribed by Tea Board will be summarily rejected and returned unopened to the Bidder. Tea Board 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 Tea Board 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. A proposal submitted with an adjustable price quotation or conditional proposal will be rejected as nonresponsive.

**(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 Tea Board"
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 Tea Board".  This envelope <i>should not</i> 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 Tea Board". (Not to be opened with the Technical Bid)  <b>Note:</b> Unsigned Hard Copy of the Financial Bid will lead to rejection of the bid.
<b>Envelope 4</b>	All the above 3 envelopes should be put in envelope 4 which shall be properly sealed and superscribed "Scanning Digitization of Records of Tea Board".
<b>Note:</b>	The outer and inner envelopes mentioned above shall indicate the name, address, and contact name along with phone number of the agency.

The bids shall be submitted to:

**Secretary,  
Tea Board,  
14 B T M Sarani, Kolkata 700 001**

**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 Tea Board (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/ Pay Order from Nationalized Bank, drawn in favour of the "Tea Board" payable at Kolkata (Annexure H)
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 anyone 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 Tea Board.**

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 Tea Board, Kolkata 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 mentioned 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 Tea Board, Kolkata (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 ..... 2014

Signature : .....

[NAME IN BLOCK LETTERS of the SIGNATORY]

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

Name of Witness.....

Address.....

Name & Signature.....

Date:

Name & 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 SI. No. 1 will be allowed. Alternate representative will be permitted when regular representative at SI. 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 : ..... /2014

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/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 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 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 Tea Board 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 Tea Board.

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 Tea Board.

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: Name & 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 Tea Board

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** .....

Signature :

Date :

Name :

Place :

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 person 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 Tea Board 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 Tea Board 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 out of 100 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 Tea Board 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 Tea Board reserves the right to award the contract to the bidder selected for negotiations.

## **(g) Award of Contract**

### **Award Criteria**

The Tea Board 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 Tea Board 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 Tea Board notifies the successful bidder that its proposal has been accepted the Tea Board shall enter into a contract, between the Tea Board 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 Tea Board shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Tea Board may make the award to another bidder or call for fresh bids.

### **(j) Termination for Insolvency and Default**

#### **Termination for Insolvency**

The Tea Board 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 Tea Board.

## **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 Tea Board.

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 Tea Board 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 Tea Board 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 Nationalized Bank, payable on demand, for the due performance and fulfilment 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 Tea Board 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 Tea Board 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 Tea Board 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 Tea Board as compensation for any loss resulting from the bidder's failure to perform/ comply its obligations under the contract. The Tea Board 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) Tea Board's right to terminate the bid process**

The Tea Board 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 Tea Board's action.

##### **(b) Tea Board's right to inspection**

Tea Board 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, Tea Board 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 Tea Board 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 Tea Board and shall, at all times, support and safeguard Tea Board's 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 Tea Board in its work order assignment. An unexcused delay by the selected agency in the performance of its obligations under the contract shall render the Scanning Digitization of Records of Tea Board 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 Tea Board 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 Tea Board 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 Tea Board to assess the quality of the scanning, digitization and indexing. The Tea Board may order the agency to conduct re-scanning of 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 Tea Board 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, Tea Board reserves the right to suspend payments for such Scanning Digitization of Records work. The Tea Board also reserves the right to terminate the contract and invoke the agency's PBG.

### **(g) Indemnity**

The selected agency shall indemnify the Tea Board 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 Tea Board 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 Tea Board.

#### **Termination for default**

Default is said to have occurred

- If the agency fails to complete the Scanning Digitization of Records of Tea Board in accordance with the plan within the time period(s) specified in the contract or any extension thereof granted by the Tea Board.
- 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 Tea Board with respect to improving the quality and Scanning Digitization of Records of the Tea Board.

### **(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 Tea Board may authorize in writing), the Tea Board may terminate the contract / work order in whole or in part. In addition to above, the Tea Board may at its discretion also take the following action. The Tea Board 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 Tea Board 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 are restricted to wars or revolutions, civil commotion, earthquake 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 Tea Board 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 Tea Board 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 Tea Board 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 Tea Board 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 Tea Board 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. In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, and which is not resolved amicably within 30 days of receipt of notice of such a dispute the same shall be referred to sole arbitration of the Chairman, Tea Board, Kolkata. The agreement to appoint an arbitrator will be in accordance with the Arbitrator and conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a TEA BOARD Servant or that he was to deal with the matter to which the agreement relates or that in the course of his duties as a TEA BOARD Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, Tea Board or the

said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there-under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitrator proceeding shall be the office of the Chairman, Tea Board Kolkata, or such proceeding places as the arbitrator may decide. The language of the arbitration shall be English and venue of arbitration shall be Kolkata.

### **(l) Applicable law**

The contract between the Tea Board 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.

### **(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 Tea Board. The bidder will be responsible for liabilities of all kind including local and other taxes.
- Payment will be made by the Tea Board 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, Tea Board 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 Electronic Transfer of Fund through RTGS/ NEFT.
- 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 Tea Board. 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, 1988 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 Tea Board. The Bidder will also be liable to be debarred from entering into any contract with the Tea Board 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 Tea Board, 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 Tea Board for use of its staff for carrying out the operation of Scanning/digitising and retrieval.
- The bidder shall have to arrange its own staff. Tea Board would neither bear any expenses nor accept responsibility for the same and there would be no relationship between the Tea Board and the staff of the bidder.
- The bidder should have own sufficient number of Scanners and equipments / parts, sufficient infrastructure and qualified professionals.
- The Tea Board 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 Tea Board who is party to litigation against the Tea Board.
- No person engaged by the bidder shall claim any right of employment – contractual or otherwise - with the Tea Board.
- The Tea Board 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 Tea Board.
- 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 Tea Board.
- In the premises of the Tea Board, the successful bidder shall undertake the job of Scanning/digitising only for the Tea Board.
- 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 Tea Board.
- The Tea Board 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 Tea Board 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 Tea Board 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 Tea Board itself.
- The bidder has to customize the system application and supply to the Tea Board along with the source code. The bidder has to develop/customize the system software application specific to the Tea Board's needs.
- The Tea Board will have copyright on the product, format, concept layout and design. The Tea Board 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 Tea Board for execution of the work.
- On the completion of the work, the bidder shall hand over the database to Tea Board which shall become the property of the Tea Board 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 Tea Board and the bidder shall execute necessary documents for the same and also get an assignment from its employees, in favour of the Tea Board.
- 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 officials of Tea Board.
- The retrieval parameters will be finally decided by the Tea Board 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 Tea Board 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 Tea Board. 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 database. 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 Tea Board - 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 Tea Board shall be entitled to withhold further payment of the Vendor and also to recover the payment already made.
- The staff of the Tea Board 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 Tea Board 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 Tea Board is not misused in any manner.
- Over-writing/over-typing or erasing of figures is not allowed and shall render the tender invalid.
- The Tea Board, 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 Tea Board, on the agreed terms & conditions. The Tea Board in its discretion reserves the right to cancel the contract at any time without assigning any reason.
- The Tea Board 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 Tea Board.
- The Tea Board 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 Tea Board decides to conduct such inspection and any inspected or tested data is found to be unreadable or difficult to retrieve, the Tea Board 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 Tea Board.

#### **(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 Tea Board, 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 officials of Tea Board, nominated by Competent Authority, as per prescribed schedule and material passing the test successfully.

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

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

Any clarification issued by the Tea Board, 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.

**Secretary In-Charge  
Tea Board**

**SECTION- 8**  
**CONTRACT DOCUMENT**

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_\_ date of the month of \_\_\_\_\_ 2014, between, the Chairman, Tea Board acting through \_\_\_\_\_ (here given the name and designation of the authorized officer), Tea Board (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 Tea Board) 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:

Tender document for Scanning Digitization of Records of Tea Board

**TERMS OF REFERENCE**

**1. Scope of Work**

The scope of work envisaged for the Agency(s) involves Scanning Digitization of Records of Tea Board.

**2. Duration of the Project**

The entire Scanning Digitization of Records of Tea Board 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 Tea Board Head Office at Kolkata. Vendor is required to handle these documents carefully.
- b) Documents are to be collected from the Departments and required to be counted and entered into the log register before taking to the scanning area.
- c) Since some of the documents are very old and are not in good physical condition, such 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 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 Department staff after counting and entering details in the log register.
- 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 Tea Board staff in their original condition.
- f) Handing over the slotted scanned data on appropriate electronic media to Tea Board.
- g) Transferring the stored scanned data on the hard disk of Tea Board's computers / servers.
- h) Imparting of adequate training to the staff of Tea Board 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) Tea Board 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 Tea Board 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 Tea Board 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 Tea Board. Indexing parameters shall be decided by the Tea Board 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 Tea Board. Production Servers would be provided by Tea Board at its Data Centre for porting the System Application after its development by the firm. The ownership of System Application would remain with Tea Board. 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 Tea Board 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 Tea Board 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 Tea Board 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 Tea Board. The same Committee will also monitor the activities of Scanning Digitization of Records of Tea Board.

### **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/ Pay Order/ Bankers' Cheque, from a Nationalized Bank, drawn in favour of the "Tea Board" 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 Tea Board. 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 Tea Board.

### **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 Tea Board.
- 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 Tea Board. 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. Tea Board holds the rights to reject a bid valid for a period shorter than 180 days as nonresponsive.

## **16. Tea Board's right to inspection**

Tea Board 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, Tea Board 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 Tea Board 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 Tea Board and shall, at all times, support and safeguard Tea Board's legitimate interests in any dealings with third parties.

## **18. Outsourcing of Scanning Digitization of Records of Tea Board**

The selected agency shall not outsource the Scanning Digitization of Records of Tea Board 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. Tea Board 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, Tea Board reserves the right to suspend payments for such Scanning Digitization of Records work. Tea Board also reserves the right to terminate the contract and invoke the agency's PBG.

## **20. Indemnity**

The selected agency shall indemnify the Tea Board 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 Tea Board

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 Tea Board in its work order assignment. An unexcused 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. Tea Board 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 Tea Board 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 Tea Board to assess the design and quality of the Scanning Digitization of Records. Tea Board may order the agency to conduct re-scanning the pages at the Agency's cost, if the feedback obtained from the 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 Tea Board.

The bidder will be responsible for liabilities of all kind including local and other taxes.

Payment will be made by Tea Board 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 Secretary, Tea Board every month/quarter with the description of the job/work done during that quarter.

The Secretary, Tea Board 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 Electronic Transfer of Fund through RTGS/ NEFT.

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 Tea Board. 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 Tea Board 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 Tea Board.

### **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 Tea Board. If the agency fails to perform any other obligation(s) under the contract /work order the agency fails to comply with instructions of Tea Board 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 Tea Board, (or takes

longer period in spite of what Tea Board may authorize in writing), Tea Board may terminate the contract / work order in whole or in part. In addition to above, Tea Board may at its discretion also take the following action.

The Tea Board 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 Tea Board totally for any extra expenditure involved to complete the scope of work.

## **28. Applicable law**

The contract between Tea Board 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 :	Secretary, Tea Board

## **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 its 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 are restricted to wars or revolutions, civil commotion, earthquake 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 Tea Board 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 Tea Board 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 Tea Board 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, Tea Board 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 Tea Board 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. In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, and which is not resolved amicably within 30 days of receipt of notice of such a dispute the same shall be referred to sole arbitration of the Chairman, Tea Board, Kolkata. The agreement to appoint an arbitrator will be in accordance with the Arbitrator and conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a TEA BOARD Servant or that he was to deal with the matter to which the agreement relates or that in the course of his duties as a TEA BOARD Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chairman, Tea Board or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there-under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitrator proceeding shall be the office of the Chairman, Tea Board, Kolkata, or such proceeding places as the arbitrator may decide.

### **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. Information which the agency got to know or come across during execution of the work shall not be shared with any outside agency/ person/ entity at any point of time.
- 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 subcontractors 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.
- f) This clause shall subsist for five years even after completion of the work or termination of the contract whichever is later.

### **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 Nationalized Bank, in

the format prescribed, payable on demand, for the due performance and fulfilment 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 Tea Board and extended period if any. Subject to the terms and conditions in the PBG, after completion of Scanning Digitization of Records of Tea Board 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, 1988 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 Tea Board. The Bidder will also be liable to be debarred from entering into any contract with the Tea Board 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  
Tea Board,  
(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, Tea Board, 14 B.T.M. Sarani (Brabourne Road), Kolkata-700001**

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 (Secretary, Tea Board) for Scanning Digitization of Records, Tea Board.

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 honour 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 Kolkata Courts.

We undertake to pay to the Government any money so demanded under this guarantee notwithstanding any dispute or disputes raised by the contractors(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 Tea Board 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 ..... day .....2014.

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.