



Indian Council for Cultural Relations
भारतीय सांस्कृतिक सम्बंध परिषद्

Indian Council for Cultural Relations
Azad Bhavan, I.P. Estate,
New Delhi-110002

Notice Inviting Tender
(Through e-tendering mode only)

Indian Council for Cultural Relations invites online e-tender from eligible bidders for Scanning and Digitizing Services for its library at ICCR Headquarter.

1	Tender No.	ICCR Lib./SP/2020-21/e-Granthalaya
2	Name of the work	Scanning and Digitizing Services
3	Date & Time of tender publication & download	10 March, 2021
4	Last Date and Time of E-submission of tender	Date 31 March 2021 Up to Time 17:00 hrs.
5	Date and Time of E-opening of Technical Bid	Date 01 April, 2021 at Time 16:00 hrs.
6	Date and Time of E-opening of Financial Bid	To be notified after Technical Bid Evaluation. Technically qualified firms will be intimated.
7	Test of scanning, Image Cleaning and enhancement and Optical Character Recognition (OCR) / Presentation Date & Time	05 April, 2021, Venue: ICCR
8	Pre Bid Meeting	Date 19 March 2021 at Time 11.00 Hrs
9	Bid Security Declaration	No Bid Security (also known as Earnest Money Deposit) is implied for any tender as per the directives of the Ministry of Finance (Department of Expenditure) Procurement and Policy Division till 31/12/2021. Hence the bidder has to sign a Bid Declaration.
10	E-Tender Processing fee	As applicable

Details can be viewed on ICCR e-Tender website: Our website www.iccr.gov.in or on CPP Portal <https://eprocure.gov.in/epublish/app> , or www.tenderwizard.com/ICCREPROC

No. F .Library//ICCR//Tender/Agency for uploading data/2020-21

INDIAN COUNCIL FOR CULTURAL RELATIONS AZAD BHAVAN, IP ESTATE,

NEW DELHI-110002

Dated: 10/03/21

NOTICE INVITING TENDER FOR SELECTION OF AGENCY FOR PROVIDING SCANNING & DIGITIZING SERVICES FOR UPLOADING DATA ON E LIBRARY OF ICCR ON E- LIBRARY

- 1.0 Indian Council for Cultural Relations, under the administrative and financial control of Ministry of External Affairs, invites tenders from reputed, well established and financially sound Agency registered as a Company in India for the Council, as per details given in the tender document.
- 2.0 The project duration is one (01) year from the date of signing of the Agreement. The project is extendable on grounds found justified by ICCR and based on mutually agreed terms and conditions.
- 3.0 The Bid is for digitization of approximately 22 lakh pages of the books, journals, publications and photographs of the Library of ICCR.
- 4.0 The offers, in the prescribed format, shall be submitted on the e-tender Portal on **CPP Portal** <https://eprocure.gov.in/epublish/app> , or www.tenderwizard.com/ICCREPROC

Tender will NOT BE ACCEPTED IN HARD COPY

- 5.0 The tender information is also available on Council's website www.iccr.gov.in , on **CPP Portal** <https://eprocure.gov.in/epublish/app> , or www.tenderwizard.com/ICCREPROC



(Sulakshana Bhatia)
Sr. Programme Director (Library)
Tel. No : 011-23379386, (Extn.3310)
e-mail : spdawards.iccr@gov.in

Clauses to Append in original RFP

- I. 1.1 General Requirements
1.2 Requirements from Vendors
- II. **GENERAL TERM AND CONDITIONS**
 - 2.1 Submission of Proposals
 - 2.1.1 Online Submission
 - 2.1.2 Language
 - 2.2 Compliant Tenders / Completeness of Response
 - 2.3 Code of integrity
 - 2.4 Authentication of Bids
 - 2.5 Failure to agree with the Terms and Conditions of the RFP
 - 2.6 Conflict of Interest
 - 2.7 Right to Accept Any Proposal and To Reject Any or All Proposal(s)
 - 2.8 Dispute Resolution Mechanism
 - 5.9 Confidentiality
 - 2.10 Notices
- III. **OTHER DETAILS**
 - 3.1 Earnest Money Declaration/Bid Security Declaration
 - 3.2 Tender/Bidding Process
 - 3.3 Eligibility Criteria
- IV. **TERMS & CONDITIONS**
 - 4.2 Fraud & Corrupt Practices
 - 4.3 Legal
 - 4.4 Financial
- V. **SCOPE OF WORK**
 - 5.1 Setup of scanning and digitization facility at the ICCR's office
 - 5.2 Pre-scanning preparation
 - 5.3 Scanning & Digitization
 - 5.4 Indexing and Meta Tagging
 - 5.5 Post Scanning
 - 5.6 Storage and Backup
 - 5.7 Training
- VI. **Criteria for Evaluation**
 - 6.1 Tender Evaluation
 - 6.2 Evaluation Process
 - 6.3 Evaluation Criteria
 - 6.4 Penalty
 - 6.5 Force Majeure



VII. Financial Proposal

- 7.1 Proposal Preparation Costs
- 7.2 Commercial Bid Evaluation
- 7.3 **Combined & Final Evaluation**
- 7.4 Notification of Award/ Award Criteria
- 7.5 Performance Guarantee
- 7.6 Signing of Contract
- 7.7 Terms and Conditions Applicable Post Award of Contract
 - 7.7.1 Termination Clause
 - 7.7.2 Consequence of Termination
- 7.8 Liquidated Damages
- 7.9 Acceptance Tests
- 7.10 Audits by Third Party
- 7.11 Quality Check
- 7.12 Right to Alter Quantities
- 7.13 Payment Terms and Procedure
 - 7.13.1 Paying Authority
 - 7.13.2 Payment Schedules

VIII. Pre Bid Meeting (Format)

- 8.1 Pre Bid Meeting & Clarifications
- 8.2 Bidder Queries

IX. Appendix I: Pre-Qualification & Technical Bid Templates

- Form 1: Covering Letter
- Form 2: Compliance Sheets for Pre-qualification Proposal and for Evaluation
- Form 3: a) Compilation Sheet for Technical Evaluation Criteria
 - b) Compilation Sheet for Testing Criteria for scanning/ Image Cleaning and OCR
- Form 4: Particulars of the Bidders
- Form 5: Letter of Proposal
- Form 6: Bid Security Declaration
- Form 7: Performance Bank Guarantee



Part I

1.1 General Requirements

- i) The Indian Council for Cultural Relations, Azad Bhavan, Indraprastha Estate, New Delhi 110002 requires the services of a reputed, well established and financially sound Agency registered as a Company in India for uploading digitized data for creating e Library. The duly authorized representatives of the company shall provide an undertaking that they will comply with all relevant statutory provisions, but shall not be restricted to, Minimum Wages, Employee's Provident Fund, Employees State Insurance, Goods & Service Tax (GST) etc.
- ii) Around 10,000 old books from Gosha-e- Azad, ICCR publication books and Journals to a tune of approximately 22 lakh pages of ICCR to be scanned, digitized for preparing Data-Base. Along with 10,000 photographs, +/- 20% pages along with customized Digital Document Management System (DDMS). This quantity may increase/decrease as per the actual requirement.
- iii) ICCR requires a professional agency for providing services for scanning, digitizing and uploading data/documents with respect to books present in Gosha-e-Azad section of the ICCR Library, ICCR Publication Books , ICCR Journals, Photographs and any other books/ documents as deemed necessary if perceived to be rare/out of publication as desired by ICCR.
- iv) Services of digitisation of these rare books/ documents needs to be done at ICCR Headquarters along with unbinding and binding as necessary, keeping in view the rare and unique nature of the collection.
- v) Initially the Scanning, Digitisation & digital storage of record consisting of approximately 22 Lakh pages of Archival Books/ books/ journals/ photographs accessible through a customised Digital Document Management System (DDMS) with pre defined search parameters as per the ICCR requirements.
- vi) The service contract is likely to commence on the date of signing an Agreement for one year. The period of the contract, may be further extended by the Council, provided the requirement of the Council for manpower persists or may be curtailed/terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Company or cessation of the requirement of work. The Council, reserves right to terminate this initial contract at any time after giving one months' notice to the selected Company.
- vii) Council reserves the right to increase/decrease the number of personnel depending upon its functional requirement.

- viii) The wages would be paid by the Agency to the functionaries as per Minimum Wages Act issued by Labour Department of Government Central Govt. /respective State Govt. whichever is higher. The wages would be revised as per new Notifications issued by Central Govt./respective State Government from time to time.
- ix) The bidder shall provide services for Scanning and Digitizing of Books /documents, at ICCR headquarters and other resource centers. Such Services of creating digitized resource are required at ICCR Headquarters New Delhi to create its e library and other related work for the restoration of its rare resource.
- x) The Service Provider Company should be registered/ incorporated as a company under Indian Companies Act.
- xi) Other Instructions:
- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the data entry support required.
 - b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the ICCR on the basis of this RFP.
 - c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the ICCR. Any notification of preferred Bidder status by the ICCR shall not give rise to any enforceable rights by the Bidder. ICCR may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the ICCR.
 - d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
 - e) The Contractor should undertake that no unauthorized copy of assigned work would be made in any manner whatsoever. Contractor would be fully accountable for any leakage/piracy of the data from the premises and in transit.
 - f) The interested persons/bidders can inspect the old books from Gosha-e-Azad, ICCR publication books and Journals and also the place to be provided for the purpose during any working day of the ICCR 10.00 to 17.00 hours before filling up the Bid.
 - g) Documentary evidence by way of completion certificate should be produced in support of experience and performance.
 - h) The bidder should be registered for GST (Copy to be enclosed).
 - i) Parties: The parties to the Contract are the contractor (the bidder to whom the work will be awarded) and ICCR, New Delhi – 110002

- j) 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 ICCR. The contractor shall be solely responsible for the consequences of any omission or error to notify the change in address in the aforesaid manner.
- k) 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.
- l) The manpower, scanners, computers or other required equipments for conducting the activity will be the responsibility of the bidder.
- m) The tender is not transferable.
- n) No advance shall be provided to the bidder for executing the work.
- o) The bidders are required to quote their lowest rates per page for Scanning/Digitization of old books from Gosha-e-Azad, ICCR publication books and Journals. The rates so quoted should be all inclusive (hardware/software/manpower/transportation/taxes).
- p) All Scanned/digitized 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.
- q) If any occurrence of breach of this confidentiality comes to the notice of any of the Government, appropriate action under the Government of India Rules will be initiated against the contractor.
- r) Manpower should be deployed after police verification Police verification certificate has to be provided by the vendor. Deployed manpower should not be changed frequently till the completion of work.
- s) Delay in completion of work will attract penalty to the Vendor.

1.2 Requirements For Vendors

- i) P.C. connected with internet.
- ii) Registration with Service provider portal CPP Portal or www.tenderwizard.com/ICCREPROC
- iii) The vendor should possess a Class III Digital Signature certificate (Mandatory).
- iv) (Bids will not be recorded without Digital Signature Certificate.)
- v) In case of any clarification please contact ITI Ltd., before the schedule time of the e-Procurement.

Contact Helpdesk:-

HELPDESK NO.

9073677150/151,152, E-mail: bose.kushal2012@gmail.com

Consultant (Library & Pub.) ICCR- Dr. Archana Tyagi Tel no. 23370118 ccd-1.iccr@nic.in

Technical Support on CPP Portal- 0120-4001,002/ 005/ 6277,787.

E-mail: support-eproc@nic.in

Mr. Parvez Mani

9044314492, helpline18tenderwizard@gmail.com

Mr. Pushpraj:

7503347659, helpline14tenderwizard@gmail.com



Part II

General Term and Conditions

2.1 Submission of Proposals

2.1.1 Online Submission

Bidders should submit their responses as per the procedure specified on the **CPP Portal** <https://eprocure.gov.in/epublish/app> , or tender wizard portal (www.tenderwizard.com/ICCRPROC) being used for this purpose and shall submit their bid with

- Bid security Declaration
- Technical Proposal
- Financial proposal
- Additional certifications/documents e.g. Power of Attorney, CA certificates on turnover, etc.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

2.1.2 Language

The tender should be filled by the Bidder in English only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the tender, the English translation shall govern.

2.2 Compliant Tenders / Completeness of Response

- i) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- ii) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - a) Comply with all requirements as set out within this RFP.
 - b) Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
 - c) Include all supporting documentations specified in this RFP

2.3 Code of integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes;

- i) Prohibition of
 - a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

- b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c) Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) making false declaration or providing false information for participation in a tender process or to secure a contract;
- ii) Disclosure of conflict of interest.
- iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

2.4 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. A copy of the same should be uploaded under the relevant section/folder on **CPP Portal** <https://eprocure.gov.in/epublish/app> , or www.tenderwizard.com/ICCRPROC e procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

2.5 Failure to agree with the Terms and Conditions of the RFP

- i) Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event ICCR may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.
- ii) In such a case, the ICCR shall invoke the PBG of the most responsive Bidder.

2.6 Conflict of Interest

The Vendor shall disclose to ICCR in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder's team) in the course of performing the Service(s) as soon as possible after it becomes aware of that conflict.



2.7 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

ICCR reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for ICCR action.

- i) ICCR may terminate the RFP process at any time and without assigning any reason. ICCR makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- ii) This RFP does not constitute an offer by ICCR. The Bidder's participation in this process may result ICCR selecting the Bidder to engage towards execution of the contract.

2.8 Dispute Resolution Mechanism

The Bidder and the ICCR shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- i) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- iii) The matter will be referred for negotiation between <Officer In-charge> of ICCR and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- iv) In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in <Location> and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- v) The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- vi) The arbitrators shall hold their sittings at <Location>. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at <Location> alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the

completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

2.9 Confidentiality

- i) The Department may permit the scanning and digitization 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.
- ii) The ICCR shall retain all rights to prevent, stop and if required take the necessary punitive action against the Outsourced Agency for any forbidden disclosure.

2.10 Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.



PART III

OTHER DETAILS

3.1 Earnest Money Deposit (EMD):

No Bid Security (also known as Earnest Money Deposit) is implied for any tender as per the directives of the Ministry of Finance (Department of Expenditure) Procurement and Policy Division till 31/12/2021. Hence the bidder has to sign a Bid Declaration. (Form 6 available in annexures)

3.2 Tender/Bidding Process

- i. The important dates relating to "Tender for Selection of Agency for providing services is as published in the NIT.
- ii. The bids are invited under two-stage system i.e. Technical Bid and Financial Bid.
- iii. The evaluation of the bids will be on the basis of QCBS (Quality Cost-Based Selection) system.
- iv. Conditional bids shall not be considered and will be summarily rejected.
- v. The Technical Bid submitted by bidders shall be downloaded from the e-procurement portal in the presence of the representatives of the Company, if any, who wish to be present on the spot at that time.
- vi. The Technical Bids shall be evaluated by a Technical Bid Evaluation Committee.
- vii. Bidders who qualify the eligibility criteria will be awarded marks as per Annexure-Bidding Technical Evaluation.
- viii. Financial Bids of only those bidders will be opened who secure marks above 70 during Technical Evaluation on the scheduled date and time at, Indian Council for Cultural Relations, Azad Bhawan, Indraprastha Estate, New Delhi-110002 in presence of short-listed contractors or their authorized representatives, if any.
- ix. Contract will be awarded on the basis of higher combined marks secured in Technical and Financial Bid.
- x. The competent authority in the Indian Council for Cultural Relations, New Delhi reserves the right to annul any or all bids without assigning any reason.
- xi. The bidder shall submitted the technical & financial bids ONLINE as per the format



provided in the tender document on the CPP portal.

3.3 Eligibility Criteria

- i. Since the qualified Bidder has to establish a set up within the premises of the ICCR, New Delhi for the services the bidder/Service Provider Company should fulfil the following technical specifications;
 - a) The Registered Office or one of the Branch Offices of the Service Provider Company should be located in the National Capital Territory of Delhi.
 - b) The Service Provider Company should be registered/ incorporated as a company under Indian Companies Act.
 - i) It is preferred to have branch offices/headquarters in NCR Delhi.
 - ii) The bidder should have 3 years experience providing Data Entry Services/Scanning & Digitizing services in Govt. Organisation/PSUs which should include Digitization of Documents including old records, books, photographs etc. or similar work assignment project.
 - iii) It is preferred that the bidders should have experience in scanning of Books/ bound books, carious size books.
 - c) The bidder must have (i) at least three years experience of Scanning/digitization, indexing, storing and providing retrieval facility of records; and (ii) must have scanned/digitized at least 2 lakhs documents in Central/State Government Offices/ Courts/ PSUs, using standard scanning technology.
 - d) Service Provider Company should be registered with Income Tax Goods & Service Tax departments (GST).
 - e) Service Provider Company should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts etc.
 - f) The PAN must be registered in the name of the Service Provider Company The Service Provider Company should have an average annual financial turnover of at least Rs.1.2 crore per annum during the last three financial years ending March of the last financial year. Also, the Service Provider company should have completed either i) three similar service contracts not less than Rs.1.2 Crore per annum each or ii) two similar service contracts of value not less than Rs.1.5 Crore per annum each or iii) one similar service contract of value not less than Rs.2 crore per annum in addition to other similar services of more than 1 crore. 'Similar service contracts' here mean provision of services at various levels to various Ministries/ Departments of Government of India, Private Sector Companies/PSUs/Banks.
 - g) The Service Provider Company shall submit affidavit stating that the Company is not

/has not been blacklisted by any Council/Department of Government of India, Private Sector Companies/PSUs/Banks etc.

- h) The tendering Company is required to attach copies of the following documents, duly attested by the Authorized Person of the Company, along with the Technical Bid, failing which their bids shall be summary rejected and will not be considered any further:

Certificate of incorporation (Attach attested copy)
PAN/GIR No. Attach attested copy
Service Tax/GST Registration No. Attach attested copies
E.P.F. Registration No. (Attach attested copy)
E.S.1. Registration No. Attach attested copy
Documents showing successful completion of at least three similar service contracts not less than RS.1.2 Crore per annum or ii) two similar service contracts of value not less than Rs.1.5 Crore per annum or iii) one similar service contract of value not less than Rs.2 crore per annum related to providing human resources in a single contract (Attach attested copies).
Give details of the major similar contracts related to provision of manpower services handled by the tendering Company on behalf of PSUs and Government Departments during the last three years. (Attach attested copies).
Notarised affidavit under signatures of the owner stating that the Company is / has not been blacklisted by Central/ State Government / PSU.

Note: Non-compliance with any of the above conditions by the Service Provider Company will tantamount to non-eligibility for the services for which tender has been floated and its tender will be rejected summarily.



PART IV

4.1 Terms and Conditions

- i) The contract is likely to commence on the date of signing an Agreement and shall continue for a period of one year, unless it is curtailed or terminated by this Council owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirements of work. The project is extendable on ground found justified by the Council and based on mutually agreed terms and conditions.
- ii) The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual written consent of the Service Provider and this Council.
- iii) The contract may be extended, on the same terms and conditions with mutual consent for a further period not exceeding maximum of six months.
- iv) The Service Provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to another Company
- v) The bidder will be bound by the details furnished by it to this Council, while submitting the tender or at subsequent stage. In case, any document furnished by the bidder is found to be false at any stage, it would be deemed a breach of terms of contract making it liable for legal action besides termination of contract.
- vi) Financial bids of only those bidders who are declared qualified technically shall be evaluated.
- vii) The INDIAN COUNCIL FOR CULTURAL RELATIONS, NEW DELHI reserves right to terminate the contract during initial period also after giving one months' notice to the contracting Company.
- viii) The Service Provider shall ensure that the manpower deployed in the INDIAN COUNCIL FOR CULTURAL RELATIONS, NEW DELHI conforms to the eligibility conditions prescribed in the Tender Document.
- ix) The manpower employed by the Service Provider shall be required to work normally as per the Council's working days, i.e. from Monday to Friday from 0930 to 1800 hrs. with a lunch break of half an hour from 1330 to 1400 hrs. In case of absence of any of the staff member of the agency, the agency is bound to provide a replacement so that the work does not get hindered or delayed.
- x) The Service Provider shall furnish before the commencement of work, the following documents in respect of the persons who are proposed to be deployed in this Council:
 - a. List of persons with full details i.e. date of birth, marital status, address, educational and professional qualification, experience etc.
 - b. Bio-data of the person with photograph affixed.

- c. Character certificate from a Gazetted officer of the Central/State Government or last educational institution or police authorities.
 - d. Certificate of verification of antecedents of the persons by local police authority.
-
- xi) In case, the person employed by the successful Company commits any act of omission or commission that amounts to misconduct/ indiscipline /incompetence /malfeasance/ security risk, the Service Provider will be liable to take immediate appropriate action against such persons, including registering a police case for the malfeasance/being security risk and their removal from site of work, within 1 day of being brought to their notice.
 - xii) The service provider shall provide large identity cards to the personnel deployed in the Council carrying recent photograph of the personnel and personal information as to name, date of birth, designation and identification mark etc.
 - xiii) The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative! Organizational matters are not divulged or disclosed to any other person by its personnel deployed in the Council.
 - xiv) The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, *paan*, smoking, loitering etc. The service provider will also ensure that the personnel adhere to the dress code commensurate with a government office.
 - xv) The persons deployed shall be required to report for work at 0930 hrs. to the Divisional officers under whom they are deployed, which will be intimated separately and would leave at 1800 hrs. In case, a person deployed is absent on a particular day or comes late, leaves early by more than 30 minutes but upto one hour on three occasions in a calendar month, one day wage shall be deducted. One-day wage will be deducted for late show up by an hour or more. In case of repetition of such instances, the functionaries may be reverted to the company and clause (xvii) below will be applicable.
 - xvi) The Company shall depute a coordinator, who would be responsible for interaction with the INDIAN COUNCIL FOR CULTURAL RELATIONS, NEW DELHI so that optimal services can be availed without any disruption.



- xvii) It will be the responsibility of the service providing Company to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Company) in this Council and this Council will have no liabilities in this regard.
- xviii) For all intents and purposes, the service providing Company shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel so employed and deployed in this Council. The persons deployed by the Company in the Council shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against INDIAN COUNCIL FOR CULTURAL RELATIONS, AZAD BHAWAN, INDRAPRASTHA, New Delhi 110002.
- xix) The service providing Company shall be solely responsible for the redressing grievances / resolution of disputes relating to persons deployed. This Council shall, in no way, be responsible for settlement of such issues whatsoever.
- xx) This Council shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing Company in the course of their performing the functions/ duties, or for payment towards any compensation.
- xxi) The persons deployed by the service providing Company shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/ confirmed employees of this Council during the currency or after expiry of the contract.
- xxii) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing Company shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ other capacity.

4.2 **Fraud and Corrupt Practices**

- i) The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Council may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- ii) Without prejudice to the rights of the Council under Clause i herein above, if an Applicant is found by the Council to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ (Request for Quotation) issued by the Council during a period of 2 (two) years from the date such Applicant is found by the Council to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

iii) For the purposes of this Clause-i, the following terms shall have the meaning here in after respectively assigned to them:

a) "Corrupt practice" means

- the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process; or
- save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;

b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;

d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.3 Legal

- i) The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this Council.
- ii) The Service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Indian Council for Cultural Relations concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- iii) The Service provider shall maintain all statutory registers under the applicable laws. The Company shall produce the same, on demand, to the concerned authority of this Council or any other authority under law.
- iv) The Tax Deduction at Source (TDS) shall be deducted as per the provisions

of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Company by this Council.

- v) In case, the tendering Company fails to comply with any statutory! taxation liability under appropriate law and as a result thereof the Council is put to any loss, obligation, monetary or otherwise, the Council will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Company, to the extent of the loss or obligation in monetary terms.

4.4. Financial

- i. The bidders shall have to deposit a Bid Security Declaration as provided in Form 6.
- ii. The successful bidder will have to deposit a Performance Security i.e. 3% of the contract value at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of DIRECTOR GENERAL, INDIAN COUNCIL FOR CULTURAL RELATIONS, NEW DELHI. No interest will be payable on Performance Security so deposited with the Council. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.
- iii. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Company will be liable to be forfeited by this Council besides annulment of the contract.
- iv. The Company shall raise the bill, in triplicate, along with attendance sheet of the functionaries in the first week of the succeeding month to Sr. Programme Director (Admn.), ICCR, New Delhi for passing and payment. As far as possible, the payment will be released by the second week of the succeeding month.



Part V.

Scope of Work

The entire process of scanning and digitization of office documents has been divided into following stages:

- i) Setup of scanning and digitization facility at the ICCR's office
- ii) Pre-Scanning preparation
- iii) Scanning and Digitization
- iv) Indexing and Meta-tagging of scanned documents
- v) Post Scanning activities
- vi) Storage and backup

5.1 Setup of Scanning and Digitization Facility

- i) The selected bidder shall have adequate infrastructure to scan and digitize documents as per the following combination of documents/ pages and scanning specifications and should place the setup in the Council itself. The vendor shall make arrangements for maintenance of IT infrastructure (Scanners, Desktops, UPS, Network setup, etc.) installed at his own cost and make sure the work shall not be stopped on the ground.
- ii) Records would be scanned and digitized at the ICCR premises and the vendor shall be responsible for collecting them from the ICCR to carry out the digitization work. The documents would be received in lots as agreed mutually between the vendor and the department.
- iii) No books from Gosha-e-Azad, ICCR publication books and Journals will go out of the premises of the Council.
- iv) The Bidder shall estimate the total number of Data Entry Operators required for scanning and digitization of ICCR records/data/files and shall submit the project plan.
- v) The size of documents and accordingly the scanning needs may vary, however bidder is required to meet the requirement of the ICCR to complete the scanning and digitization work.
- vi) ICCR shall provide Power Connection points and Network facility at its office to connect the PCs & Systems in the LAN network. However bidder shall have to make their own arrangements for space and may include the cost in their bid, for arranging space and infrastructure requirements (PCs, fast speed Scanners/Multi Page Scanners with at least speed of 60ppm, laser Printers, UPS, etc) in order to provide Data Entry Services and as per the number of Data Entry Operators to be deployed in various offices complete the digitization considering the volume of records for scanning and digitization to be completed within the contract period.

- vii) The Contractor shall have to provide the scanners and manpower for the digitization work. Space, Computer, electricity points and storage devices and other requirement will be provided by ICCR. Contractor must provide the high speed scanners. The number of such scanners and manpower deployed will have to be increased as per the requirement. The decision of ICCR in this regard shall be final and binding. The vendor will be required to setup and install at least the following infrastructure (but not limited to) in adequate numbers at the ICCR's office:
- Desktops
 - Scanners considering Scanning speed and No. of scanners for approx 50,000 pages/day.
 - Network setup
 - UPS
- viii) The equipment (Scanners) provided by the contractor shall be capable of providing B/W / Colored document with option of searchable format.
- ix) Majority of the documents are of A4/ Legal size however there may be documents with different (legal etc.) sizes such as A0,A1, A2, A3.

5.2 Pre-scanning Preparation

- i) The data/documents provided to contractor for scanning contains proprietary information of ICCR and is to be treated as confidential. The Contractor will be responsible for maintaining confidentiality of contents of the document of work.
- ii) The bidder shall submit the process template for receiving/return of Books/records/documents from ICCR and shall abide by the clause for code of integrity as mentioned in General Terms and Condition.
- iii) The documents must be carefully separated. If binding needs to be removed it should be done carefully and the document needs to be returned in its original form once the scanning is completed. Proper dusting of the document to ensure clarity of scanned document in addition to Ironing and smoothening may also be ensured.
- iv) The Pre-processing of document would be the activities that are to be performed by the vendor on the documents collected before they can be scanned. It shall include (but is not limited to):
- a) Records would be scanned and digitized at the ICCR premises and the vendor shall be responsible for collecting them from the ICCR to carry out the digitization work. The documents would be received in lots as agreed mutually between the vendor and the department.
 - b) Every book from Gosha-e-Azad, ICCR publication books and Journals are numbered or may require to be numbered and placed back at their initial place or as instructed by concerned section after digitization /scanning by the Vendor.



- c) Each page shall be serially numbered and shall be counted while giving the documents back.
- d) The vendor shall provide sign-off on number of documents received from the ICCR.
- e) It'll be the responsibility of vendor to take care of document's security. In case of loss and damage to any documents appropriate remedy including penalty may be imposed on the vendor for the loss suffered as detailed in terms and condition of post award of contract.
- f) The vendor shall maintain a note of the document details in a register while collecting these documents. Documents are required to be counted and entered into the log register before taking to the scanning area. The vendor shall check for the number of documents in a file in presence of the representative of Department.
- g) After collection of documents by the vendor, it would be the responsibility of the vendor to maintain and return the documents in their original form to the Department.
- h) The vendor shall be responsible for removal of unwanted dust, removal of tags, pins, threads, rubber bands etc and sorting & numbering of pages in the document file in the correct order.
- i) Since some documents are old and may not be in good physical condition, these documents may be repaired for scanning. The vendor will carefully unfold and flatten the documents to eliminate creases and wrinkles.
- j) The vendor shall take special care in preparing the documents which are too old and that may not be in good physical condition and as very delicate they may not be directly scanned. This may include (but not limited to) pasting of torn pages, straightening of pages, un-binding of files that cannot be scanned directly. Some documents which are folded at the edges may even require ironing to straighten them. Documents should be prepared such that normal scanner can scan it.
- k) The vendor shall take extreme care towards handling of documents so that their chronology is not disturbed or to maintain the sequence of records in the files. For example, Multi-page documents that must be kept together (e.g., a letter with an attachment).
- l) The log register/template should be created in consultation with ICCR which should contain at least the following details:
- Name of the books from Gosha-e-Azad, ICCR publication books and Journals collected



- Size of the pages in document (A4, legal, A3, etc.) along with the count.
- Total number of pages in the document.
- Collected from (Government Official).
- Date of Collection
- Expected date of return
- Returned to (Government Official)
- Returned by (Vendor representative)
- Actual date of return

5.3 Scanning & Digitization:

- i) The size & quantities of documents shall be A4/Legal/A3 (22 lakhs approximately). However, these figures may increase /decrease.
- ii) The size of documents and accordingly the scanning needs may vary, however bidder is required to meet the requirement of the ICCR to complete the scanning and digitization work.
- iii) It may be ensured that the Scanned documents are readable and in the searchable format i.e. PDF/A and should be scanned in 300-600 dpi grey scales or coloured as the need may be. All the pages of a single book from Gosha-e-Azad, ICCR publication books and Journals have to be merged together to generate an exact replica of the physical form. The merged document should be represented in a PDF-A searchable file format for archival storage purpose. The vendor shall use Lossless Compression Techniques as per open standard format for documents.
- iv) The Bidder shall estimate the total number of Data Entry Operators required for scanning and digitization of ICCR records/data/files and shall submit the project plan.
- v) Bidder must have exposure of customization of Open Source Document Management Solution.
- vi) Scanning and storing the data in scanned form with mirroring facility and one additional back-up on external hard disk drive.
- vii) Books/Journals/ documents identified by the ICCR that are either torn or not in a proper condition or illegible should be converted by data entry through keyboard typing if required.
- viii) The documents scanned in PDF shall be stored with Text Recognition and searchable format and readable in Adobe Acrobat Professional.
- ix) The selected bidder shall have adequate infrastructure to scan and digitize documents as per the following combination of documents/ pages and scanning specifications.

- x) Scan and digitize each document of the file and the data is to be stored in portable documents format PDF/A with adequate resolutions with free text search facility and ensure the readability and ease in retrieval including cleaning and spot reduction. The images so stored in the database should be properly indexed as per the requirements of the ICCR 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 but should have facility to link new/updated document to the existing document.
- xi) 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.
- xii) The scanned images should be at minimum 300 dpi to 600 dpi resolution in Grey scale and colour images size may vary from A4 to A2 size.
- xiii) The output should be provided in set of DVDs i.e. one set will contain Raw TIFF Images and other set enhanced PDF both in Grey and colour images of scanned document collectively for the same record .
- xiv) The output should be of acceptable readability, reasonable accuracy, consistent in term of tone and colour reproduction and use neutral common rendering for all images.
- xv) Sample images to be provided in different Modes (Colour and Grey Scale) along with the tender in DVD. Sample Books available in Library which can be borrow from Designated Officer of ICCR and scan the same in ICCR premises before the last date of tender submission during office timing and the bidder can visit the site along with the scanner and hardware for which ICCR will not be liable for any expense. This will be part of Technical Bid for technical evaluation without the sample the bid will be rejected.
- xvi) PDF should be created in one single step by processing the input image file thus ensuring that no intermediate manipulation of content is possible. Should be enabled for interactive use (applying approval from competent authority through work flow, annotations, and comments) with free Adobe reader or any other popular free PDF software. PDF should be approved through work flow implemented.
- xvii) The scanned images should be in TIFF format at early stage and final copy should be in PDF file format.
- xviii) The PDF files should be compressed should be able to view and download.
- xix) There should be a scope of appending, merging, editing and adding new record in the DDMS.
- xx) No cropping is allowed for Raw Image, the entire document has to be scanned for maintaining original size and shape of the document.



- xxi) The final scanned copy in PDF should be legible, with completeness, image quality (tonality and colour), and the ability to reproduce pages in their correct (original) sequence.
- xxii) Indexing the stored digitized data.
- xxiii) These PDF files should be easily searchable on meta base using standard PDF viewer search utility on the local computer.
- xxiv) Multipage PDF output should be possible to be extracted for a particular document from the storage retrieval software being used by the vendor.
- xxv) The view of the scanned file through the application in a book Form having page turn over facilities and have a feel of exactly like the physical form of the book.
- xxvi) The PDF output will have to be water marked with the image to be provided by the ICCR during the download form or in print form.
- xxvii) Security features for the required output PDFs – Apart from above functionalities, bidders should be ready to provide available security provision for below mentioned functionalities, if require by the ICCR. All these security features should be applied to PDFs in a single step while creating the PDF files Password protected.
- xxviii) Policy-protected – it should be possible to apply persistent and dynamic policies that help maintain confidentiality and control use of PDFs. The ICCR should be able to change usage rights for a PDF, even after the file is distributed to users.
- xxix) It should be possible to apply dynamic watermark on these PDFs (in one step while creation) based on the policy used to create the PDF.
- xxx) Page addition and deletion facility should be enable in the application software(DDMS).
- xxxi) DDMS should be facilitate with the features for permission for View, download and print facilities
- xxxii) 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.
- xxxiii) Under no circumstances, the documents shall be changed, mutilated, destroyed or replaced by some other documents.
- xxxiv) The vendor will undertake Quality Assurance processes for all aspects

of processing and post processing of records including image capture, indexing, storage and return. The vendor's staff will perform quality control to ensure that each page is fully rendered, properly aligned, and free of aliasing/ distortions. Inspection and quality control data shall always be recorded on the worksheet accompanying each volume. When necessary (e.g., poor image capture of an illustration), the staff will re-scan from the original text and insert the image(s) into the proper image file sequence. The vendor shall perform following activities:

- a) The vendor should use cold light with such intensity of light during scanning so that it does not damage fibers of the original records and provide uniform illumination at the time of capture. The scanner must be capable of tightly controlling non-linearities and quantization noise for handling records of variable density and achieving optimized results for all type of records.
- b) The vendor shall perform skew, de-skew activities on the scanned document to make the image straight.
- c) The vendor shall carry out cropping and cleaning of images like removal of black noises around the text, providing equal margins around the text
- d) In case the documents are not legible, the vendor shall scan the documents at a higher resolution or in Grayscale. No extra payment shall be made for the same.
- e) No document shall be scanned more than once and no blank pages shall be scanned as original document/book.
- f) ICCR reserves the right to reject any scanning and indexing work if found unsuitable. The rejected work, if any, will have to be completed by good quality work forthwith at the risk of the contractor. No payment will be made for the rejected work.
- g) The vendor shall take extreme care towards handling of Books/documents as these are old Books/documents it is the responsibility of the vendor to return them in the same condition as provided.
- h) Scanning, Storing the Data in Scanned form with mirroring facility and one additional backup on hard disk drive to the person responsible.
- i) The output has to be given in Searchable PDF format.
- j) Handing over the scanned data on appropriate electronic media to ICCR applications and to directly upload into the ICCR applications.
- k) Vendor should ensure that qualities of scanned images are enhanced up to the optimum level and required image enhancement activities have been done on the documents.



- i) For any deletion/virus inflicted, loss or mutilation of the data provided after scanning, the contractor will be fully responsible for compensating the loss caused by negligence.

5.4 Indexing and Meta Tagging

- i) The hyper linking of the data should be done with the bookmarking for the faster retrieval of relevant information, wherever possible as per ICCR requirements
- ii) It should be able to store and retrieve documents of any format like tiff, jpeg, Pdf, Pdf/a etc.
- iii) The software and the methodology to be adopted should ensure seamless integration with the existing workflow system.

5.5 Post Scanning:

- i) After scanning, the old books from Gosha-e-Azad, ICCR publication books and Journals should be returned in the same/ original form as it was given for scanning by the individual units of the ICCR.
- ii) If the Binding of the Book had to be opened for scanning purpose it should be returned with binding as original.
- iii) The vendor is required to use their own MIS tool to generate fortnightly reports for tracking the digitization status. These reports would contain basically summary of records scanned and stored.
- iv) The release of payments is linked to fortnightly submission of these reports and the status of work to the ICCR and subsequent receipt of sign-offs.
- v) Full maintenance and support for three years after the completion/implementation of the work.

5.6 Storage and Backup

- i) A folder structure has to be followed with the name/number of the old books from Gosha-e-Azad, ICCR publication books and Journals while storing the digitized data in the DVD and/ or at central storage/ Server space
- ii) The bidder after successfully storing the data on its own computer shall transfer the same on the computer/server/SAN storage along with the documentation, technical and user manual. However, the bidder shall be fully responsible for the proper archiving, storing and retrieval of the scanned/digitized data support for a minimum period of one year after completion of work on servers.
- iii) Nomenclature of the digitized file should be in accordance with the e-Gov standard and should be discussed with the ICCR.



- iv) Copies of the scanned data (and metadata) shall be provided in DVD by the Vendor. The bidder will create a Master copy for the ICCR and will provide the replica of Master copy as per the requirement of the ICCR.
- v) Bidder shall use standard methodology for Scanning & digitization and archiving so that in future, any service provider can access the archival database.
- vi) Bidder shall train the respective users on retrieving the records after file conversion

5.7 Training

- i) The bidder is required to clearly understand the process of total scanning and digitization of records w.r.t. ICCR application needs and shall organize training of its manpower resource, Data Entry Operators to undertake data entry services for efficiently handling the work and with minimal errors.
- ii) The manpower resource/Data entry operators thus deployed should be able to understand the application needs, processes and to capture/data entry of the parameters/fields as per ICCR instructions.
 - a) Preparation of a User Manual for each function/module for its manpower resource/Data Entry Operator's deployed for ICCR requirements.
 - b) Obtain approval of the ICCR on the Training content at least 1 week before delivery of the Training program.
 - c) Hard copy of Training material to be provided to the participants during the Training session while softcopy is to be forwarded to ICCR.
 - d) Vendor should impart adequate training to the staff engaged for scanning & Digitization and to staff of ICCR for (i) archival (scanning and storing) (ii) retrieval and printing.



VI.

Criteria for Evaluation

6.1 Tender Evaluation

- i) Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive if proposals are;
 - a) Are not submitted in as specified in the RFP document
 - b) Received without the Letter of Authorization (Power of Attorney)
 - c) Are found with suppression of details
 - d) With incomplete information, subjective, conditional offers and partial offers submitted
 - e) Submitted without the documents requested in the checklist
 - f) Have non-compliance of any of the clauses stipulated in the RFP
 - g) With lesser validity period
- ii) All responsive Bids will be considered for further processing as below.

6.2 Evaluation process

- i) ICCR will constitute a Tender evaluation Committee to evaluate the responses of the Bidders
- ii) The Tender evaluation Committee constituted by the ICCR shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection as prescribed in point 3.3.
- iii) The decision of the Tender evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- iv) The Tender evaluation Committee may ask for meetings with scanning and digitization Data Entry services to evaluate its suitability for execution of the task.
- v) The Tender evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- vi) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- vii) Results of the test for scanning, Image Cleaning & enhancement and OCR shall be evaluated by a Committee of Experts.

6.3 Evaluation Criteria

- i) The **evaluation committee** will be constituted by the Council to evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in Form 2 & 3. Each responsive proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the Technical Proposal, and particularly the criteria or sub-criteria or if it fails to achieve the minimum technical score indicated in the Data Sheet. All proposals will be eligible of appearing for the test for providing requisite services. The qualifying agencies will be further scrutinised for scanning, Image Cleaning and Enhancement & Optical Character Recognition

- (OCR) and qualifying agencies as per the Evaluation committee shall be eligible for opening of Financial bids.
- ii) The details for the **of scanning**, Image Cleaning and Enhancement & Optical Character Recognition (OCR) are as below:
- a) All Firms/ Bidders will be appearing for the demo test on the 22 February 2021 at 11.00 am.
 - b) All firms appearing for the test shall bring all the required equipments for the three types of tests and should confirm their participation for the same to the nodal officer. The prior information regarding the number of person representing the firm and equipments should also be provided to make necessary arrangement by ICCR.
 - c) ICCR will not provide any equipment for the test.
 - d) Material for the test will be provided by ICCR.
 - e) Further details pertaining to the test shall be conveyed only to qualifying bidders in due time once the technical Bids have been scrutinized.
- iii) Financial Proposals will remain unopened for those Agencies which fail to achieve the minimum technical scores indicated in the Data Sheet OR fail to clear the Test of Scanning.
- iv) The bidder with the lowest financial bid (total) will be awarded the contract, subject to fulfillment of all other terms and conditions.
- v) In the event of receiving same financial bids of two or more companies, the bidder having higher technical score would be L 1 and can be considered for award of contract, subject to fulfillment of all other terms and conditions. In case of a tie both in the financial & technical scores, fresh tendering will have to be initiated.

6.4 Penalty

- i) The bidder will sign "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. This will also apply for any kind of delay in adhering to the time schedule or substandard work,
- ii) Loss or damage of documents/records of ICCR will be considered as breach of contract.

6.5 Force Majeure

- i) Ministry may consider relaxing the penalty and delivery requirement, as specified in this Tender document, if any, to the extent the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure.



- ii) Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared) , hostilities, national emergencies, civil commotion and strikes at successful bidders premises, etc.

ICCR will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

Part VII

Financial Proposal

7.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by ICCR to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

ICCR will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

7.2 Financial Bid Evaluation

- i) Only the Financial Bids of the technically qualified Bidders will be opened on a prescribed date in the presence of Bidder representatives
- ii) If a firm quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.
- iii) The firm with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the firms which did not get disqualified on the basis of point b. above). Financial Scores for other than L1 firms will be evaluated using the following formula:
$$\text{Financial Score of a Firms (Fn)} = (\text{Commercial Bid of L1} / \text{Commercial Bid of the Firms}) \times 100\% \text{ (Adjusted to two decimal places)}$$
- iv) Only fixed price financial bids indicating total price for all the deliverables and services (This should include all the tasks of unbinding / binding if required, scanning, image cleaning/enhancing, OCR as necessary, cataloguing) specified in this bid document will be considered. No separate charges will be applicable whatsoever.
- v) **The bid prices should include all taxes and levies and shall be in Indian Rupees.**
- vi) Any conditional bid would be rejected.
- vii) **Errors & Rectification:** Arithmetical errors will be rectified on the following basis:
"If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and

the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

7.3 Combined and Final Evaluation:

- i) The technical and financial scores secured by each firm will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
- ii) The firms securing the highest Composite Bid Score will be adjudicated as the most responsive firms for award of the Project. The overall score will be calculated as follows:-

$$Bn = 0.70 * Tn + 0.30 * Fn$$

Where

Bn = Overall score of the firms (Out of maximum of 100 marks)

Fn = Normalized financial score of the firms

- iii) In the event the composite bid score are tied, the firms securing the highest technical score will be adjudicated as the Best Value Firms for award of the Project.

7.4 Notification of Award/ Award Criteria

ICCR will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

Prior to the expiration of the validity period, ICCR will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, ICCR, may like to request the Bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful Bidder's furnishing of Performance Bank Guarantee, ICCR will notify each unsuccessful Bidder and return their

7.5 Performance guarantee:

- i) The firm after the award of work shall have to submit interest free Performance security/ performance guarantee in Prescribed format (Form 7) which is equal to the 3% (Ten Percent) of order value within 30 days from the date of the issue of the Letter of Award and it shall be kept valid for a period of 1 year. The performance security/ Performance guarantee shall have to be submitted in the form of a bank guarantee in the name of ICCR, New Delhi. The performance guarantee shall be kept valid till completion & closure of the project. The performance guarantee shall contain a claim period of three months from the last date of validity. The selected firm/s shall be responsible for extending the validity and claim period of the project and Warranty period. In case the selected firm/s fails to submit performance guarantee within the time stipulated, the ICCR at its discretion may cancel the order placed on the selected firm/s without giving any notice.
- ii) ICCR shall invoke the performance guarantee in case the selected firm/s fails to discharge their contractual obligations during the period of ICCR incurs any loss due to Firm/s negligence in carrying out the project implementation as per the agreed terms & conditions.
- iii) Format of PGB shall also be shared along with the Lol / LoA.

7.6 Signing of Contract

Post submission of Performance Guarantee by the successful Bidder, ICCR shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the Bidder between ICCR and the successful Bidder. The Legal Agreement would contain all the terms and conditions mentioned in this RFP document and is provided as a separately as a template. ICCR shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, for reasons attributable to the successful Bidder.

In this case, the contract would be awarded to the next responsive Bidder.

7.7 Terms and Conditions Applicable Post Award of Contract

7.7.1 Termination Clause

ICCR reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by ICCR under the following circumstances:-

- i) The selected Bidder commits a breach of any of the terms and conditions of the bid.
- ii) The Bidder goes into liquidation, voluntarily or otherwise.
- iii) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- iv) If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. ICCR reserves its right to black list the vendor under the "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.
- v) If deductions on account of penalties & liquidated damages exceeds more than 10% of the total contract price.
- vi) In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, ICCR reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- vii) After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, ICCR reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which ICCR may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- viii) ICCR reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the bank guarantee under this contract.
- ix) The contractor shall not assign or sublet the contract or any part or it without written permission from ICCR. In case of noncompliance of this Para, the contract may be cancelled and the damages, if any, may be recovered from the contractor.
- x) The contractor acknowledges that he has fully acquainted himself with all conditions and circumstances under which he has to complete the data entry job off ICCR with all the terms, clauses, conditions, specifications and other details in this contract.

7.7.2 Consequences of Termination

- i) In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], ICCR shall be entitled to impose any such obligations and conditions and issue any clarifications as



- may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- ii) Nothing herein shall restrict the right of ICCR to invoke the ICCR Guarantee and other guarantees and pursue such other rights and/or remedies that may be available ICCR under law or otherwise.
 - iii) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

7.8 Liquidated Damages

- i) Notwithstanding ICCR's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.
- ii) ICCR reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by ICCR to the Bidder. Liquidated damages will be calculated on per week basis.

7.9 Acceptance Tests

The selected Bidder in presence of the ICCR authorized officials will conduct acceptance test at the site. The test will involve quality check of the data entry. No additional charges shall be payable by the ICCR for making corrections for the errors.

7.10 Audits by Third Party

ICCR at its discretion may appoint third party for auditing the data entry process and operations of entire services provided to the ICCR.

7.11 Quality Check

- i) The vendor should ensure 100% data accuracy of the records entered
- ii) Random/Regular checking will be conducted by the representative nominated by data digitization committee.

7.12 Right to alter Quantities

The data entry quantity mentioned in the scope of work of this RFP is only indicative. The exact number of records required to be digitized could only be finalized based on the actual requirement and ICCR shall accordingly order the required number of records at the time of placement of Purchase Order, or thereafter.

The ICCR reserves the right to alter the number of records to be digitized specified in the tender in the event of changes in plans of the ICCR. Any decision of ICCR in this regard shall be final, conclusive and binding on the Bidder. The ICCR reserves the right to place order for additional data entry at the agreed priced during the contract period with the same terms and conditions.



7.13 Payment Terms and Procedure

7.13.1 Paying Authority

The payments as per the Payment Schedule covered hereinabove shall be paid by this office ICCR. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory data entry report from the concerned sites where the data entry has been carried out.

7.13.2 Payment Schedules

S.No.	Activity	Completion Schedule (In days)	Payment Milestone
1.	Award of Work order to the Bidder	<T>	Nil
2.	Completing the setting up of Project Office and resource mobilization	<30 Days from the award>	NIL
3.	Start of the data digitization process	<Days from the award>	Nil
4.	1st Milestone 25 % of data entry completion and verification	<60Days from the award>	15%
5.	2nd Milestone – 50% of data entry completion and verification	<90Days from the award>	15%
6.	3rd Milestone – 75% of data entry completion and verification. This shall include complete Digitization work.	<120Days from the award>	20%
7.	4th Milestone - Completion of data entry process and verification	<240Days from the award>	20%
8.	5th Milestone - Completion of final verification of database	<540Days from the award>	30%

Payments will be made on verification of the completion of the milestone by the concerned officer of ICCR. Taxes would be paid at the prevalent rates.



Part VIII

Pre-Bid Meeting(Format)

Refer Pre bid meeting: A pre-bid meeting will held on date.....time.....venue address.....

Name of Nodal Officer:

Designation & Address and Contact Details Email-Phone .

Bidder's are requested to submit clarifications if any by(before the pre-bid meeting date).

8.1 Pre-Bid Meeting & Clarifications

- i) ICCR shall hold a pre-bid meeting with the prospective Bidders on <Date & time> at <Address of the Venue>
- ii) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to <Name, Address, and email id of the Nodal Officer> by post, or email on or before <Date & time>
- iii) ICCR shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the ICCR.
- iv) The queries should necessarily be submitted in the following format:
- v) The nodal officer notified by ICCR will endeavour to provide timely response to all queries. However, ICCR makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does ICCR undertakes to answer all the queries that have been posed by the firms.
- vi) At any time prior to the last date for receipt of bids, ICCR may, for any reason, weather at its own initiative or in response to a clarification requested by a prospective firms, modify the RFP Document by a corrigendum which will be published on all e portal platforms.
- vii) In case of a corrigendum in order to provide prospective firms reasonable time for taking the corrigendum into account, ICCR may, at its discretion, extend the last date for the receipt of proposals.

8.2 Bidders Queries

Sr. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			



Appendix I:

Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Form 1: Covering Letter

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of the Financial bid for <provide name of the Digitization services assignment

Dear Sir/Madam,

We, the undersigned, offer to provide the Digitization services for [*Title of services*] in accordance with your Request for Proposal dated [*Date*] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in words and figures*]. This amount is exclusive of the local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2: Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal).

S No.	Basic Requirement	Required	Provided	Reference & Page Number
1	Tender Fee	DD/RTGS	Yes/No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory		
3	Particulars of the Bidders	As per Form 3	Yes/No	
4	Bid Security Declaration	Demand Draft	Yes/No	
5	Covering Letter for Technical Proposal		Yes/No	

6	Should be in the business of Scanning and Digitization Data Entry Services	No of Years	Yes/No	
	Financial strength	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the auditor	Yes/No	
	Experience of similar assignment	Completion Certificates from the client; OR Work Order + Phase Completion Certificate (for ongoing projects) from the client	Yes/No	
	Certifications	Copy of certificate	Yes/No	
	Work Plan		Yes/No	
	Quality Check methodology		Yes/No	
	Debarment Certificate		Yes/No	

Some of the other General conditions

Form 3: a) Compliance Sheet for Evaluation Criteria

Sr.No.	Criteria	Requirements	Status by the Bidders	Supporting Documents Submitted
1	Digitization Application Experience of similar projects for archival records	The Bidder must have two projects of digitisation implemation work in Central Government / State Government Departments /Libraries/ Museums. For two projects with one archival project: 5 marks For two archival projects : 7 marks For more than two archival projects: 10 marks Total Marks Allotted: 10		
2	Financial strength	The company annual turnover of the bidder during each of the last three financial years (2016-17, 2017-18, 2018-19) (as per the last published audited balance sheets), should be at least Rs. 3 Crore (Rupees Three Crore) per year. Total Marks Allotted: 10		
3	Scanning and Indexing Experience	The Bidder must have successfully completed at least three project of data digitization in Central Government / State Government Departments /		

		Semi Govt. Organization / Constitutional Institutions / Banks Total Marks Allotted: 10		
4	Tools and Machines	The firms should have digitization related State of Art equipment including overhead scanner and firms should state the number of such equipment they propose to use for digitization of the archival records and submit documentary proof regarding the ownership possession or lease of the said equipment at the time of submission of online bids. Total Marks Allotted: 10		
5	Manpower & Infrastructure	The bidder should have at least 60 well qualified manpower including sufficient High speed Scanners and IT infrastructure The manpower should include skilled manpower to prepare the metadata: this include graduation in History, Knowledge of English and Computers. Additional Knowledge of Urdu /Arabic/ Persian will be considered) Manpower 60 or above 5 marks Skilled manpower: 2.5 marks Knowledge of Languages: 2.5 marks Total Marks Allotted: 10		
6	Certifications	Quality certification from an accredited and internationally reputed / renowned firm (viz. ISO 9001) and Information Security Management System Total Marks Allotted: 10		
7.	Work plan and quality check methodology	The firm should present a work plan and quality control methods for the complete task. Total Marks Allotted: 10		
		Total Marks allotted: 70		



b) Compilation sheet for Testing Criteria for Scanning/Image Cleaning and OCR

1	Test for quality	a)Scanning- 10 marks b)Image cleaning and enhancement- 10 marks c)Optical Character Recognition (OCR) of scanned image- 10 marks Total 30 marks Marks would be awarded for each specific activity- Scanning, Image cleaning and Enhancement and Op[tical Character Recognition (OCR) by the Committee of Experts	Practical test to be undertaken in ICCR on the due Date(To be communicated Later). As per details at 6.3 (ii) Firms to also record the procedure for use in the presentation.
----------	-------------------------	---	--

Form 4: Particulars of the Bidders

S No	Information Sought	Details to be furnished
1.	Name and address of the bidding Company	
2.	Incorporation status of the firm (public limited / private limited, etc.)	
3.	Year of Establishment	
4.	Date of registration	
5.	ROC Reference No	
6.	Details of company registration	
7.	Details of registration with appropriate authorities for service tax	
8.	Name, Address, email, Phone nos. and Mobile Number of Contact Person	



Form 5: Letter of Proposal

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<email id>

Subject: Submission of the Technical bid for <Name of the data entry assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Digitisation solutions to the ICCR for <Name of the digitization for e granthalaya> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the financial bid uploaded on the e-procurement portal CPP Portal <https://eprocure.gov.in/epublish/app>, or www.tenderwizard.com/ICCREPROC

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____



FORM 6

BID SECURITY DECLARATION

Date: [insert date (as day, month and year)]

Bid No.: [_____]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<email id>

1. We, the undersigned, declare that: We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that that:
 - i. If we withdraw or modify our bid during period of validity (one year from the signing of the contract), we will be suspended for the time specified in the tender documents.
 - ii. ICCR reserves its right to black list the vendor under the "Bid Security Declaration".
 - iii. This will also apply for any kind of delay in adhering to the time schedule or substandard work; or
 - iv. Fail or refuse to furnish the Performance Security, in accordance with ITB 38.
3. We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

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

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]



Form 7: Performance Bank Guarantee

PERFORMANCE SECURITY:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide data entry services for <<name of the assignment>> to <ICCR> (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<name of the bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of Rs.<<insert value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<insert value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs <<insert value>> (rupees <<insert value in words>> only).**
- II. This bank guarantee shall be valid upto <<insert expiry date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry **date**>>) failing which our liability under the guarantee will automatically cease.

