

**GOVERNMENT OF HARYANA**  
**Department of Revenue & Disaster Management**  
**District Administration**  
**Kaithal**

ReferenceNumber: DCKTL/eTender/17/1

**REQUEST FOR PROPOSAL(RFP)**  
**for**  
**Establishment of In-House Modern Record Centre and**  
**Conversion of Records into Digital Format**

**FEBURARY 2017**

## SECTION-1

### Request for Proposal (RFP)

(ReferenceNumber: DCKTL/eTender/17/1)

Department of Revenue & Disaster Management, District Kaithal is inviting Technical and Commercial bids from the Service Providers for creation, operation and maintenance of Infrastructure for physical storage of record of District Administration, Kaithal and its conversion and storage into digital format. The Modern Record Centre (MRC) is to be set up in the existing facility of Revenue Department, O/o Deputy Commissioner, Kaithal and the activity for conversion of the record in digital format is also to be undertaken in the premises of District Administration of Kaithal itself. The selected bidder will have to set up Modern Record Centre within **Forty Five day's time period**. The countdown of the days will be started from the date of execution of agreement. The said work can be replicated to other departments, if District Administration, Kaithal desires so.

The selected Service Providers should ensure safe and secure upkeep of the physical records in cartons and retrieval of records in electronic form and supply of original records/scanned copies, as and when demanded by the branch/office concerned at MRC. MRC should have e-mail facility, access control, CCTV, Fire Safety System, Racking System and Software for easy and fast tracking of Cartons/Documents using Bar Coding system.

## **PROPOSAL FORMAT AND SUBMISSION PROCEDURE**

e-Tender is invited for purchase of below mentioned work in single stage two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

<b>Sr. No</b>	<b>Description of work / Items</b>	<b>EMD to be deposited by Bidder</b>	<b>Tender Document Fee &amp; eService Fee (Rs.)</b>	<b>Start Date &amp; Time of Bid Preparation &amp; Submission</b>	<b>Expiry Date &amp; Time of Bid of EMD Submission</b>	<b>Expiry Date &amp; Time of Bid Preparation &amp; Submission</b>
1.	Establishment of In-House Modern Record Centre and Conversion of Records into Digital Format	Rs. 1,00,000/-	Rs. 1,000/- & Rs. 1,000/-	27.02.2017 10:00 Hrs	14.03.2017 17:00 Hrs	17.03.2017 17:00 Hrs

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- The payment for Tender Document Fee shall be made by eligible bidders online directly through Internet Banking Accounts and e-Service Fee through Debit Cards & Internet Banking Accounts. The payment for EMD can be made online directly through RTGS/NEFT. Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
- Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-

Tender. **He/She will be required to make online payment of Rs 1,00,000 towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his / her bids for the respective event / Tenders.**

3. The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. **on or before 14.03.2017 17:00 Hrs and make payment via RTGS /NEFT to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://haryanaeprocurement.gov.in>.**

The interested bidders shall have to pay mandatorily e-Service fee (Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

#### Key Dates

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1		Tender Document Download and Bid Preparation/Submission	27.02.2017 10:00 Hrs	17.03.2017 17:00 Hrs
2	Technical Bid Opening		20.03.2017 11:00 Hrs	
3	Financial Bid Opening		(21.03.2017 11:00 Hrs)	

S. No.	Particular	Details
1.	Place of opening of Bids	O/o Deputy Commissioner, Mini Secretariat, Kaithal
2.	Address for Communication & E-Mail	dcktl@hry.nic.in
3.	Tender can be downloaded from the Website	<a href="https://haryanaeprocurement.gov.in">https://haryanaeprocurement.gov.in</a> ,
4.	Period of Validity of Bids	90 days from the date of opening of Technical Bids.

**Important Note:**

- 1) The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

**Envelope 1: Technical Bid**

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

**Envelope 2: Financial Bid**

The bidders shall quote the prices in price bid format under Financial Bid.

## SECTION-2

### DETAILED SCOPE OF WORK

#### PART-A - FOR SETTING UP OF MODERN RECORD CENTRE- (MRC)

The proposed infrastructure called “Modern Record Centre” for District Administration, Kaithal should have following deliverables:

##### **1. STRUCTURE FOR STORAGE**

- a) Creation of Modern Record Storage Centre (MRC) by providing complete infrastructure facilities like ICT infrastructure, Racks, Cartons, Fire Safety systems, trained manpower including the safety and storage of physical documents.
- b) The building/structures for storage facility will be provided by the district administration. The building will be in good condition and have proper drainage provision to avoid any leakage from roof, pipes, mechanical installations, roots or any other source of water ingress.
- c) Storage facilities will have access control and no unauthorized personnel can be allowed access to the record room at any time. Access be controlled by card based/bio metrics electronic access control system and the record will be maintained in a register of personnel and material entering and leaving the secured area.
- d) CCTV monitoring of area with recording for minimum two weeks is essential.
- e) Fire safety system to include Fire alarm system, Fire Extinguishers including modular extinguishers, in accordance with relevant standards should exist. The Service Provider's staff should be adequately trained in handling fire equipment.
- f) Service Provider must confirm that Pest & Rodent Control and Termite treatments are carried out regularly in the storage space for a Pest Free environment.
- g) Service Providers are required to use any racking system of reputed company.

- h) The contract for Operation, Maintenance and support will be for 5 years and can be extendable for further five years on the same terms and conditions subject to the satisfactory performance of the vendor and on mutual understanding by both the parties.
- i) The cartons to be used in preserving the records must be dust resistant with flaps or a lid forming a seal against airborne particles as per following specifications.

**Carton design:**

5 ply corrugated board ply thickness.

Busting Factor 24 (180 GSM-24 BF)

Bottom – Outside Dimension (in mm)

L-413, W-362, H- 292)

Bottom – Inside Dimension (in mm)

L-410, W-350, H- 280)

Note: - All the above infrastructure required to set up Modern Record Centre (MRC) is to be arranged by the selected bidder. Only building for storage purpose will be provided by the administration.

**COLLECTION**

The Service Provider will visit different branches of the administration for collection of record/documents in physical form i.e. files, bound vouchers bundles, registers, ledgers etc. for storage at MRC in a time bound programme which will be decided mutually. The requirement includes the packing of boxes and indexing of contents and all other works or any other necessary process in this connection. The Service Provider shall carryout collection on specific authority or instructions of the authorized official in writing/mail from Official ID.

**CATALOGUING**

The Service Provider will arrange and catalogue the records and prepare inventory using **Bar Code technology**. Bar codes are to be securely fixed on each carton and its each and every content (files, bound voucher bundles, registers, etc.) to prevent any loss during storage or removal/retrieval. Acknowledgments of the records giving the number of cartons / container with description and number of files/registers/bound vouchers bundles, etc. in each box / container are to be given to the concerned branch/office at the

time of pickup. Thereafter the Service Provider shall give the soft copy and hard copy of list of inventory. Bar coding should be tamper/water proof.

### **RETRIEVAL OF RECORDS**

The Service Provider undertakes to retrieve and deliver the requested cartons, files, vouchers, ledgers, registers and any other documents on receipt of a written request in the form of faxes, e-mails or letters from the authorized officials of the concerned branch. Retrieval shall mean delivery of the document to the authorized official of the department.

### **REPORTS**

The Service Provider is required to provide branch wise reports as per administrative requirement and periodicity to the designated offices.

- a) Total number and details of the cartons with size containing records being stored at MRC.
- b) Total number and details of the cartons/records retrieved (delivered) during a period.
- c) Total number and details of the cartons/records returned by the administration.
- d) Total number and details of the administration cartons/records destroyed.
- e) Total number and identity of retrievals per month.

### **RETENTION OF RECORDS**

The Service Provider will retain and maintain the records as per Record Maintenance Policy of the administration which shall be provided by the District administration.

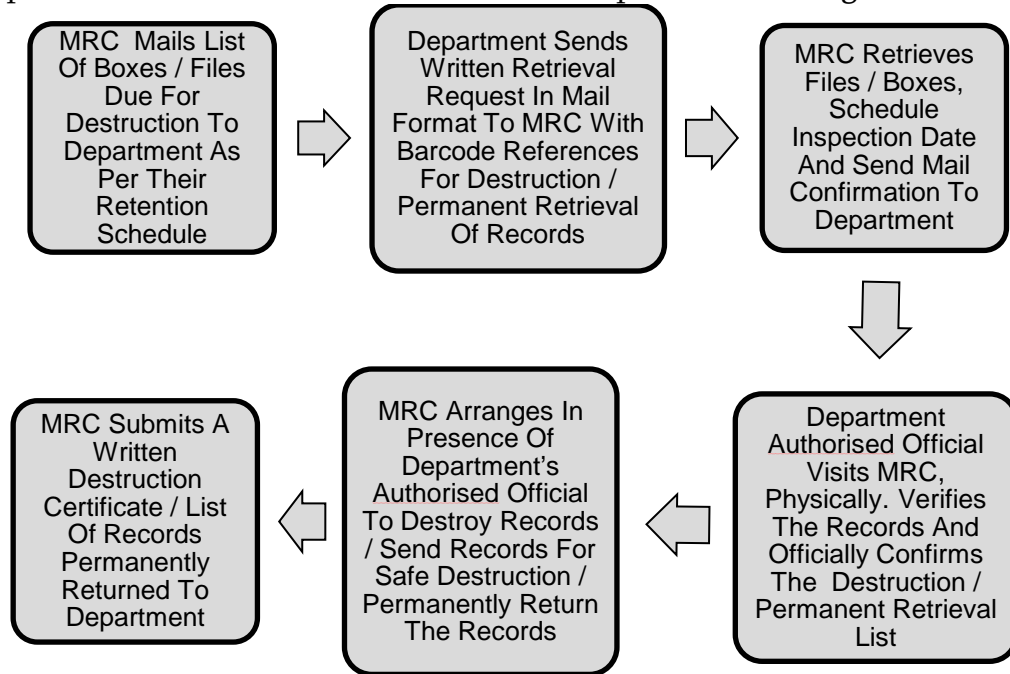
### **DESTRUCTION/PERMANENT RETRIEVAL OF THE RECORDS**

- In the beginning of every six months i.e April, October the Service Provider will prepare the List of records, which have outlived their retention period in terms of Records Maintenance Policy and inform the concerned branch/office and seek their written consent for destruction.
- Unless there are instructions to the contrary, the records meant for destruction will be shredded / burnt in the presence of authorized administrative officials. Records, which are not of confidential nature, may be sold after shredding to a chemical furnace or paper mill for burning or converting into pulp.
- Mode, date of destruction and details of official authority will be recorded in the system, against each relevant item.
- Amount earned at MRC on account of selling record to the paper mill / scrap dealer for converting into pulp will be credited to Administrative Account as would be advised by the competent authority. The responsibility for arranging for transport,



labor and other necessary support to send the records to chemical furnace or paper mill, for burning or converting into pulp will be of the District Administration.

The process for destruction of records will be as per the following:



### ON – LINE ACCESS

The Service Provider's software should be capable of providing on line web based access of their system to the administrative branches and controlling offices for making request for retrieval of Documents through this system.

### IMPROVEMENTS IN PROCESSES

The District Administration, Kaithal will be open to any up gradation/improvement in the system/processes which will contribute to better Records Management at its sole discretion.

The bidder should submit the documents on proposed solution and methodology for implementation of the project.

## **PART-B – “FOR CONVERSION OF RECORDS INTO DIGITAL FORMAT”**

- a) Scanning & conversion of physical record into digital/electronic formats and proper storage and retrieval supported by the state of the art customized Document Management System.
- b) The scanning of the document should be done at 300 dpi. Scanning of records will have to be provided with due quality checks (scanned image should not be blurred, folded, too dark or too light to read etc.). Scanned image of the document should be clear and readable. The quality of digital documents should be identifiable.
- c) Scan and digitize each document of file and the data is to be stored in Portable Document Format (PDF) with adequate resolutions with free text search facility and ensure the readability and ease in retrieval including cleaning and spot reduction. The stored images/pdf in the database should be properly indexed as per the requirements of District Administration, Kaithal and should be capable of adding more images, at later stage if need be, in an old stored file.
- d) Scanned data will have to be mapped with data base in DMS Software for Easy, convenient, safe & secure retrieval of original record.
- e) The data so stored shall be in a non- editable form. Below are the mandatory specifications of required File format.
  - Wherever images have printed text, the output PDF document must be searchable.
  - Searchable PDF should be created in one single step by processing the input image file thus ensuring that no intermediate manipulation of content is possible.
  - Automated Metadata insertion in the PDF files-Metadata available in MS-Excel or text file should be inserted into the PDF file in a single step during the creation of the PDF file itself.
  - The metadata inserted inside the PDF should conform to the XMP specification for storing rich metadata. This will enable any content management system that supports XMP to import this metadata as indexes.

## INDEXING

The indexing of the scanned data upto 8 Indexing parameters is to be done. The indexing parameters would be advised by the officers of District Administration , Kaithal.

**Note : All the ICT infrastructure/Hardware/Software to execute the work is to be arranged by the selected bidder. Only space/electricity/furniture will be provided by the District Administration, Kaithal.**

## SECTION-3

### ELIGIBILITY CRITERIA

To qualify for submission of the bid, each Service Provider should meet all of the following pre-qualification criteria in their Technical Bid so as to get eligible for technical evaluation. Sub –Contracting shall not be allowed.

- 1 The bidder can form a consortium of not more than 2 members to participate in the tender. The prime bidder of the consortium or any one of the consortium partner should satisfy the eligibility criteria laid down below. Only the prime bidder of the consortium would enter into agreement with bank. **The prime bidder should submit an undertaking to fulfill the work of the consortium partner if consortium partner fails to perform the job.**
- 2 The Service Provider must have minimum 5 years of experience of storing and managing minimum 5 Lakh cubic feet of physical records aggregating from at Least one client from Central/State Government/ PSU Banks. Certificate of satisfactory performance from the clients to be enclosed.
- 3 The bidder should have a minimum financial turnover of Rs. Five crore during the last three consecutive years and should be a profit making organization during the said period.
- 4 The bidder should have executed/ongoing at least one ONSITE project for physical storage along with digitization of any State Government Department.
- 5 The bidder should have executed at least two projects for scanning & digitization work in any Central/State Government department of minimum value of Rs. 40 lakhs in any of the three consecutive years during the last four financial years (FY 2012-13, 2013-14, 2014-15 & 2015-16) work completion certificate and copy of order from Central/State Government Department to be attached
- 6 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority. A Self-declaration Certificate should be enclosed.
- 7 Bidder should have at least 5 Document Storage Centers, in which at least one Document Storage Center should be in Haryana. The bidder shall provide valid proof along with the agreement copy to this extent.
- 8 Bidder must have ISO 9001-2008 Quality certification, ISO 27001:2005 for Data security, ISO 20000 Quality certificates for IT Service Management.

- 9 There should have been no damage to records at any facility due to FIRE at any point of time. An affidavit of Self- declaration should be enclosed
- 10 The prime bidder/consortium must have International certification/affiliation/Membership from Professional Records & Information Services Management (PRISM) for record management. Photocopy of the registration must be furnished with the Technical Bid.
- 11 The prime bidder must have sufficient infrastructure to carry out digitization work. A list in support of such infrastructure must be enclosed with the bid.
- 12 The prime bidder should have registered with EPFO& ESIC department.
- 13 The DMS software must be from an Indian Software / IT Company. The DMS software should have the ability to support Annual Maintenance Contract (AMC) and installation requirement in Haryana.
- 14 The prime bidder/consortium partner should not have been blacklisted/debarred/ never been convicted/ defaulted in execution/ returned back any contract/order unexecuted to any State / Central Government department for providing such services. The prime bidder/consortium partner should not have any litigation pending with central/any state government department before any Court in India. An affidavit duly notarized to this effect must be submitted by the bidder in its technical bid.
- 15 The prime bidder must also submit an affidavit duly notarized that all information given in its tender is correct in all respects and if found to be incorrect at any stage then the department has authority to blacklist, debar, reject and can take legal action against the bidder.

**Note:** Due to confidentiality of the documents, no outsourcing of any kind would be allowed. Therefore the prime bidder must have requisite infrastructure and capacity to handle entire project without outsourcing the work. The selected bidder will not further sublet the work allotted. An affidavit duly notarized to this effect must be submitted with the bid.

The department reserves the right to verify the particulars furnished by the bidder/applicant independently. If any information furnished by the applicant is found to be incorrect at a later stage, the firm/vendors shall be liable to be debarred from future tendering in the Department. The committee also reserves the right to cancel/reject any/all the applications/e-tenders without assigning any reason.

In case of any variation in nomenclature/typing error in the online bid documents and DNIT, the provision of approved DNIT will prevail in cases and bidder shall have no claim.

SECTION-4  
CONDITIONS OF THE CONTRACT

**1. Definitions**

In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Tendering Authority and the agency, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices there to and all documents incorporated by reference therein;
- b. "Bidder" means any bidder that is participating in the tender process. Also, the prime bidder in case of consortium is termed as bidder.
- c. "Agency" means any agency that is a successful Bidder and to whom the contract will be awarded.
- d. "Contract Price" means the price payable to the agency under the Contract for the full and proper performance of its contractual obligations.

**2. Application**

These Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

**2. Use of Contract Documents and Information**

- a) The agency shall not, without the Tendering Authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by the agency in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- b) Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the agency's performance under the Contract if so required by the Tendering Authority.
- c) The agency shall permit the Tendering Authority to inspect the agency's accounts and records relating to the performance of the agency and to have them audited.

4. Before termination of contract period, the selected bidder will hand over Physical documents, electronic documents along with associated assets to the District Administration, Kaithal. Handover should be smooth without any service interruption.
5. In future, office of Deputy Commissioner Kaithal may like to shift electronic storage devices and Application servers at their own data centres. The selected bidder will have to coordinate for smooth transition without any operational failure.
6. Delays in the Bidder's performance
  - a) Performance or the Contract shall be made by the Bidder in accordance with the time schedule specified by District Revenue & Disaster Management Department, O/o Deputy Commissioner, Kaithal as indicated in tender document.
  - b) An unexcused delay by the Bidder in the performance of its contract obligations shall render the Bidder liable to any or all of the following sanctions:
    - i. Forfeiture of its performance security;
    - ii. Imposition of liquidated damages; and/or
    - iii. Termination of the Contract for default.
  - c) If at any time during performance of the Contract, the Bidder or its should encounter conditions impeding timely completion of the services under the contract and performance of services, the Bidder shall promptly notify Deputy Commissioner, District Revenue & Disaster Management Department, Kaithal in writing of the fact of the delay, its likely duration and its causes.
  - d) As soon as practicable, after receipt of the Bidder's notice, District Administration, District Revenue & Disaster Management Department, Kaithal shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

### **Tender Rejection Criteria**

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b) Record of poor performance such as abandoning the works, not properly

completing the contract, inordinate delays incompletion, litigation history, or financial failures etc.

Any change in the structure or formation of the bidder after being pre-qualified and invited shall not be entertained. The same will be considered as a breach and the bidder shall be disqualified by the competent authority and be rejected without any further notice.

### **Dispute Resolution**

- a) If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty(30)days, gives thirty(30)days notice to refer the dispute to arbitration to the other Party in writing.
- b) In case of such failure as is referred to above, the dispute shall be referred to (An authority chosen by the two parties by mutual agreement for the purpose of the above clause) who shall act as the sole Arbitrator for settlement of such dispute.
- c) The Arbitration and Conciliation Act, 1996, shall govern the Arbitration proceedings.
- d) The Arbitration proceedings shall be held in Deputy Commissioner, Kaithal.
- e) The substantive laws of India shall govern the Arbitration proceeding.
- f) The proceedings of Arbitration shall be in Hindi and English language.
- g) Continuance of the Contract: Notwithstanding the fact that settlement of



dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract. Bidders companies who have or had business relations with Employer are advised not to employ serving Employers" employees without prior permission.

#### 4. Bid Evaluation Criteria

##### 4.1. Technical Evaluation Criteria

The Technical proposal evaluation process would focus on the ability of bidder to satisfy technical requirements of the project, quality assurance procedures and ability to meet the project timelines. Technical proposals of only those bidders who meet the pre-qualification criteria will be opened for further evaluation.

#### 5. Payment Terms

- i. Payment will be released on quarterly basis after successful implementation of work i.e. physical storage, digitization of records of District Administration, Kaithal as per certification provided by the authorized officer/officials of District Administration.
- ii. Bidder will have to keep physical and digital records secure and safe in department premises for five years. Payment for digitization will be made after every Month based on actual number of document digitized.
- iii. The payment for physical storage cartons of documents will be made after every Month based on actual number of records / carton stored.

#### 6. Cost of Bidding

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

#### 7. Bidding Document

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

## **8. Clarification of Bidding Documents**

All enquiries/clarifications from the bidders, related to this RFP must be directed in writing exclusively to the contact person notified by the Tendering Authority in Bid details. In no event will the Tendering Authority be responsible for ensuring that bidder's inquiries have been received by the District Administration, Kaithal.

## **9. Amendment of Bidding Documents**

- a. At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the bidding document.
- b. All information/amendments will be hosted on our website **kaithal.gov.in** and shall be binding on all bidders
- c. In order to allow prospective Bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids. The language of the bid will be in English only.

## **Withdrawal of Bids**

- I. The Bidder may withdraw its bid after the submission, provided that written notice of withdrawal is received by the Tendering Authority prior to the deadline prescribed for submission of bids.
- II. In case the Bidder wants to withdraw, the Bidders withdrawal notice shall be prepared, sealed, marked and dispatched to the Tendering Authority in original.
- III. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of its bid security.

## **Bid Opening and Evaluation of Bids**

Proposals will be reviewed by a Committee of Officers (the “Committee”) appointed by the competent authority. The committee may be comprised of, or receive assistance from, several teams conducting parallel evaluations.

Evaluation of the bids will be done in two stages and at the end of every stage shortlisted bidders will be informed of the result. Evaluations will be based on the proposals, and any additional information requested by the tendering authority. The following is the procedure for evaluation.

### **Evaluation of Technical bids**

The evaluation of the Technical bids is carried out in the following manner:

- a) The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP
- b) Proposal Presentations: The committee may invite each bidder to make a presentation to the tendering authority at a date, time and location determined by the tendering authority. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and the key points in their proposals.
- c) The proposal review committee may undertake oral clarifications with the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process.

### **Evaluation of Commercial bids**

The bidder whose bid has been determined as the lowest final commercial quote (i.e.L1) shall be awarded the project.

### **Contacting the Tendering Authority**

- a. No Bidder shall contact the Tendering Authority on any matter relating to its bid, from time of opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.
- b. Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security.

### **Award of Work**

- a. The finalization of the tenders will be done by a competent authority on recommendation of committee constituted by the competent authority for this purpose.
- b. The Tendering Authority will award the work to the Successful bidder whose bid has been determined as the lowest evaluated bid provided further that the bidder is technically eligible.
- c. The Tendering Authority may vary the scope of contract at the time of award.

### **Tendering Authority's Right to Accept / Reject Any or All Bids**

The Tendering Authority reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to the award of Contracts, 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 the Tendering Authority's sanction.

### **Notification of Awards**

Prior to the expiry of the period of the bid validity, the Tendering Authority will notify the successful Bidder in writing. The Bidder will confirm the same in writing through registered letter.

### **Signing of Contract**

After the Tendering Authority notifies the successful Bidder that its bid has been accepted, the Tendering Authority will sign the contract within 15 days as per the Contract Form provided by District Revenue & Disaster Management Department, District Administration, Kaithal.

### **Corrupt or Fraudulent Practices**

The Tendering Authority requires that the Bidders/agency under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tendering Authority:

- a. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- b. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- c. The past performance of the Bidder will be cross checked if necessary. If the facts are proven to be dubious the Bidders tender will be ineligible for further processing.

### **Decision Taken**

The decision taken by the Deputy Commissioner, Kaithal in the process of Tender evaluation will be full and final.

### **Liquidated Damages**

In the event of failure of the agency to secure acceptance of the Services/solution by Department of Revenue & Disaster Management, Govt. of Haryana, District Administration, Kaithal, within forty five (45) days after implementation. District Administration, Kaithal reserves the option to recover from the agency as liquidated damages and not by way of penalty for the period after the said forty five (45) days, until acceptance a sum equivalent to one percent (1%) of the contract value for each month of the failure of agency upto a maximum deduction of five (5) percent, to secure acceptance or part thereof, without prejudice to District Administration Kaithal's other remedies under the Contract.

## **Penalty Clause**

If the agency is not executing the contract to the satisfaction of the tendering authority then he may invoke any or all of the following clauses.

- i. Forfeit the performance Guarantee Amount or
- ii. Terminate the contract without giving any notice.

## **Termination for Default**

The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, terminate the Contract in whole or part:

- i. If the agency fails to deliver any or all of the Solution/services within the period(s) specified in the Contract.
- ii. If the agency fails to perform as per the performance standards.
- iii. If the agency, in the judgment of The Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

## **Force Majeure**

- a. For purposes of this clause, “Force Majeure” means an event beyond the control of the agency and not involving the Agency’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- b. If a force Majeure situation arises, the Agency shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing, the Agency shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the

### **Termination for Insolvency**

The Tendering Authority may at any time terminate the Contract by giving written notice to the Agency. If the Agency becomes bankrupt or otherwise insolvent, in this event, termination will be without compensation to the agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Tendering Authority.

### **Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of District Kaithal, Haryana courts only.

### **Taxes and Duties**

The rates quoted shall be in Indian Rupees and shall be exclusive of all taxes, duties as applicable on the date of billing.

### **Binding Clause**

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

### **Agency's Integrity**

The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

### **Agency's Obligations**

- a. The Agency is obliged to work closely with the Tendering Authority's staff, act within its own authority and abide by directives issued by the Tendering Authority.
- b. The Agency will abide by the job safety measures prevalent in India and will free the Tendering Authority from all demands or responsibilities

arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the Tendering Authority responsible or obligated.

- c. The Agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanor.
- d. The Agency will treat as confidential all data and information about The Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Tendering Authority.



**Bidder Authorization Certificate**

To,

The Deputy Commissioner  
Kaithal

<Bidder's Name> \_\_\_\_\_,

<Designation>

\_\_\_\_\_ is hereby authorised to sign relevant documents on behalf of the company in dealing with Tender of reference <Tender No. & Date>

\_\_\_\_\_. He is also authorised to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorised Signatory.

<Company Name>

*Seal*

Form 4 - Self Declaration

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

To,

Deputy Commissioner,  
Kaithal

In response to the tender No. \_\_\_\_\_ dated

of Ref. \_\_\_\_\_ as a owner/partner/Director  
of \_\_\_\_\_

I / We hereby declare that our Agency is having unblemished past record  
and was not declared ineligible for corrupt & fraudulent practices either  
indefinitely or for a particular period of time.

Name of the Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Seal of the Company: \_\_\_\_\_

Performance Guarantee Bond Proforma

Ref: \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No \_\_\_\_\_

To,  
The Deputy Commissioner,  
Kaithal

Against Contract vide Advance Acceptance of the Tender No.

Dated

\_\_\_\_\_ of Department of Revenue and Disaster Management, District Administration, Kaithal covering the services for Document Management System to be implemented in the said locations (Hereinafter called " The Said Contract") entered into between O/o Deputy Commissioner, Kaithal i.e District Administration Kaithal and the (Hereinafter called the "The Bidder"), this is to certify that at the request of the Bidder we \_\_\_\_\_  
\_\_\_\_\_ Bank \_\_\_\_\_ are holding in trust in favour of the client, the amount \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified District Administration against any loss or damage that may be caused to or suffered by District Administration by reason of the said Contract and / or in the performance thereof. We agree that the decision of District Administration, whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by District Administration shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to District Administration.

We \_\_\_\_\_ Bank further agree

that the guarantee herein contained shall remain in full force and effect during the period that could be taken for satisfactory performance and fulfillment in all respects of the said Contract by the Bidder i.e. till \_\_\_\_\_ (viz. The date upto 24 months after the date of closure of the contract) hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank by virtue of this guarantee before the said date, the same shall be enforce able against us \_\_\_\_\_ Bank notwithstanding the fact that the same is enforced within six months after the said date, provided that the notice of any such claim has been given to us \_\_\_\_\_ Bank by the purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from District Administration.

It is fully understood that this guarantee is effective from the date of the said Contract and that we \_\_\_\_\_ Bank undertake not to revoke this guarantee during its currency without the consent in writing of District Administration.

We undertake to pay District Administration any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceedings pending before any Court or Tribunal relation thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge or our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We \_\_\_\_\_ Bank further agree that District Administration, Kaithal shall have the fullest liberty, without affecting in any

manner our obligation hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by District Administration against the said Haryana and to forebear or enforce any of the terms and conditions relating to the said Contract and we, \_\_\_\_\_Bank shall not be released from our liability under these guarantee by reason of any such variations or extension being granted to the said forbearance and / or omission on the part of District Administration or any other matter or thing whatsoever, which under the law relating to sureties, would but for this provisions have the effect of so releasing us from our liability under this guarantee.

The guarantee is for an amount of Rs. \_\_\_\_\_(in figures)

Rs. \_\_\_\_\_(in words).

(In this guarantee shall not be discharged due to the change in the constitution of the Bank or the Bidder.

DATE: -

PLACE:

SIGNATURE: - WITNESS: -

PRINTED NAME:

.....

(BANK'S COMMON SEAL)

### SERVICE LEVEL REQUIREMENTS

S.No	Service Type	Stipulated time.	Penalty
1	Collection of documents from the respective department /branch after intimation for collection is issued to the selected bidder	5 days.	A penalty of 0.25% of the cost shall be charged per week of delay on pro rata basis.
2	Proper physical storage of District Administration documents after receipt by selected bidder.	60 days.	A penalty of 0.25% of the cost shall be charged per week of delay on pro rata basis.
3	Conversion of Physical records into electronic/Digital format as per agreed quality standards, after receipt by selected bidder.	45 days.	A penalty of 0.5% of the cost shall be charged per week of delay on pro rata basis.

NOTE: It may be noted that one or more penalties may be imposed concurrently subject to maximum of 5% of contract price. Once the maximum has reached, District Administration at its discretion may consider termination of the contract and forfeit Performance Security.

AFFIDAVIT

Format- II for - AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF RS.100/-  
DULY NOTARIZED

I,\_\_\_\_sole proprietor/partner/authorized signatory of M/s.\_\_\_\_\_public / private limited company, having its registered office at.....(Full Address) do hereby solemnly affirm and declare as under:-

1. That our company is not blacklisted by any Central/ State Government and has not sublet / subcontracted any work allocated to us.
2. That our company has never been convicted or have any cases pending in the court of Law against any Central/ State Government.
3. That our company has never defaulted in execution of any contract / order of Central/ State Government or has no suit for recovery ever filed by any govt. organization against us for violation of terms and conditions.
4. That our company has never returned back any contract/order unexecuted.
5. That no customer of our company is dissatisfied with the Services provided by us and our services are found to be satisfactory by all the customers

(Signature of the Authorized Signatory/Proprietor/ Managing Partner/Director with Seal) DEPONENT

Verified at ..... on.....that the contents of paras 1 to 5 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Authorised Signatory /Proprietor/ Managing Partner/Director with Seal )

DEPONENT

Signature & Seal of Notary

Commercial Bid Format

Setting up of Modern Record Centre (MRC) – Part A

The bidder should quote prices as per following schedule.

S.No.	Name of Item	Approx. cartons	Rate/carton	Total cost
1.	One Time Initial /Fixed Cost per carton strictly as per the given specification	5000		(Rate x 5000)
2.	Recurring Storage and maintenance cost per month	5000		(Rate x 5000)
3.	Retrieval charges per carton	50		(Rate x 50)

10% escalation on the last rate will be given after two years on Sr. No. 1, 2 and 3 above.

Scanning / digitization cost – Part B

Description	Rate per page	Approx. Nos. of pages	Total cost
Scanning/ digitization cost of documents (Simplex) upto A4/Legal size including cost of indexing upto 8 indexing fields and including customized retrieval software		10,00,000	
Scanning/ digitization cost of documents (Simplex) bigger than A4/legal size and upto A3 size including cost of indexing upto 8 indexing fields and including customized retrieval software		10,00,000	

The rates quoted shall be in Indian Rupees and shall be **exclusive of all taxes, duties as applicable on the date of billing.**

Note:

1. All the above quantities are only for calculation of L1 service provider/bidder and actual quantity may vary depending upon the actual requirement of the District Administration.
2. The bidder with least total (Part A + Part B) cost will be declared as L1 bidder. After award of the contract the actual payments will be made to the vendor on pro rata basis as per the rates quoted by the bidder on unit basis.

Signature.....

Name of the company bidding.....

Name & designation of the Authorized official.....

Seal of the Company.....

Date.....



## SECTION 5: Instructions to bidder on Electronic Tendering System

**These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.**

### **1. Registration of bidders on e-Procurement Portal:-**

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

### **2. Obtaining a Digital Certificate:**

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to **keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered

equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

### **3 Pre-requisites for online bidding:**

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website - <https://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

### **4 Online Viewing of Detailed Notice Inviting Tenders:**

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

### **5 Download of Tender Documents:**

The tender documents can be downloaded free of cost from the eProcurement portal <https://haryanaeprocurement.gov.in>

### **6 Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure

that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

**7 Online Payment of Tender Document Fee, eService fee , EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):**

**i) Online Payment of Tender Document Fee + e-Service fee:**

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee shall be made by bidders/ Vendors online directly through Internet Banking Accounts and eService Fee through Debit Cards & Internet Banking Accounts. The Payment for EMD shall be made online directly through RTGS / NEFT. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

**ii) PREPARATION & SUBMISSION Of online APPLICATIONS/BIDS:**

Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) and tender mandatorily be submitted online.

**Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope:** The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

**FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)**

**8. ASSISTANCE TO THE BIDDERS:-**

In case of any query regarding process of etenders and for undertaking training purpose, the intended bidder can also avail the following and can contact service provider as per below:

**Office Timings of Help-desk support** for Single e Procurement Portal of Government of Haryana- Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. to 5:30 pm) & Training workshop will be conducted on every 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) and 4th Saturday (from 11:30 am upto 3:00 pm) of each month.

All queries would require to be registered at our official email-[chandigarh@nextenders.com](mailto:chandigarh@nextenders.com) for on- time support (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk)

**Important Note:-**

- (a) Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.
- (b) For queries pertaining to e-Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of e-Auction/Tender event.
- (c) Help-desk support will remain closed during lunch break i.e. from 1:30 PM up to 2:15 PM on each working day.

**Schedule for Training:**

<b>Training workshop will be held on 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) and 4<sup>th</sup></b>		
Nextenders (India) Pvt. Ltd Municipal Corporation Faridabad, Near B.K.Chowk, Opp. B.K.Hospital, NIT, <b>Faridabad</b> Contact no. 8743042801 / 9310335475	Nextenders (India) Pvt.Ltd. Public Health Division No. 2 Hisar, Model Town Opp. N.D Gupta Hospital, <b>Hisar</b> Contact: 9034357793	Nextenders (India) Pvt. Ltd., Nirman Sadan (PWD B&R), Plot No.- 01, Basement, Dakshin Marg, Sec- 33 A, <b>Chandigarh -160020</b> <b>For Support- 1800-180-2097,</b> 0172-2582008- 2009

For Support Call – 1800-180-2097

**Haryana eProcurement Help Desk Office will remain closed on Saturday (except 4<sup>th</sup> Saturday), Sunday and National Holidays**

NOTE:- Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.

For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to...?' to download the file.

## Guideline for Online Payments in e-tendering

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

A. Debit Card

B. Net Banking

C. RTGS/NEFT

Operative Procedures for Bidder Payments

### **A) Debit Card**

The procedure for paying through Debit Card will be as follows.

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the **payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,**
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

## **B) Net Banking**

The procedure for paying through Net Banking will be as follows.

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as “successful” in e-Procurement portal.

The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same. (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

## **C) RTGS/ NEFT**

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- I. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.

iii. Each challan shall therefore include the following details that will be pre-populated:

- Beneficiary account no: (unique alphanumeric code for e-tendering)
- Beneficiary IFSC Code:
- Amount:
- Beneficiary bank branch:
- Beneficiary name:

iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.

v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.

vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

#### **D) Over-the-Counter (OTC)**

This solution shall allow the bidder having account with ICICI Bank, to make the payment from any CMS enabled Branch of ICICI Bank in India. Bidders can make the payment via cash(if amount is <= ₹ 49,999), Demand Draft or ICICI Bank Cheque.

The procedure for paying through OTC mode is as follows:

(i) Bidder selects Over-the-Counter remittance option in e-Procurement portal.

(ii) The e-Procurement portal displays the amount to be paid. Bidder chooses the bank account no. for refund of the amount.

(iii) Bidder clicks on “Continue” button

(iv) The e-Procurement portal displays the details of payment. Bidder clicks on “print\_challan” and prints the OTC challan.

(v) Bidder submits the OTC challan at the counter of any designated branch of

ICICI Bank with

Cash / Demand Draft / ICICI Bank Cheque (Payment in cash is allowed upto Rs. 49,999/-)

(vi) ICICI Bank verifies the URN (format to be discussed and decided) and Amount with e- Procurement portal prior to accepting the payment

(vii) On successful verification from e-Procurement portal, ICICI Bank accepts the payment. In case of failure, ICICI Bank shall return back the OTC challan and payment to the Bidder.

(viii) ICICI Bank will commit the payment transaction (in case of successful verification from e- Procurement portal) and sends the Bank Transaction Number (I-Sure Reference Number) online against the URN and Amount.

(ix) ICICI Bank will generate receipt for the payment transaction and issues the same to the Bidder.

(x) The e-Procurement system updates the bank transaction number against the URN and Amount based on details sent by ICICI Bank online prior to generation of receipt.

(xi) The status of payment will be displayed as “verification successful” in e-Procurement portal, when the bidder clicks on verification option in the portal

(xii) Bidder would be required to upload the scan copy of receipt as received from ICICI Bank as part of proof in Nextender portal before submitting the tender



Sr no.	Scenario	Do's / Don't's
1	<p><b>In the event of making Payment through NEFT/RTGS</b></p>	<p><b>Do's</b></p> <ul style="list-style-type: none"> <li>• It is the bidder's responsibility to ensure that RTGS/NEFT payments are made to the exact details as mentioned in the challan which are:               <ol style="list-style-type: none"> <li>1) Beneficiary account no: &lt;client code&gt; + &lt;random number&gt;</li> <li>2) Beneficiary IFSC Code: As prescribed by ICICI Bank (this shall remain same across all tenders)</li> <li>3) Amount: As mentioned on the challan. It is specific for every tender/transaction</li> <li>4) Beneficiary bank branch: ICICI Bank Ltd, CMS</li> <li>5) Beneficiary name: As per the challan</li> </ol> </li> <li>• For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD</li> <li>• It is advised that all the bidders make payment via RTGS/NEFT at least one day in advance to the last day of tender submission as certain amount of time is required for settlement and various parites are involved. The payment may not be available for the bidder validation. In such cases bidder may not be able to submit the tender</li> <li>• Bidder has to make only single payment against a challan as per the amount mentioned on the challan.</li> <li>• Bidder must do the payment before tender validity gets expired</li> </ul>

### **Don't's**

- Bidder should not enter erroneous details while filling the NEFT/RTGS form at their bank. The following possibilities may arise:

- 1) Incorrect IFSC code mentioned:- Transaction would be rejected and the amount would be refunded back in to the bidders account

- 2) Incorrect Beneficiary account number mentioned(<client code> + <random number>):-

- a) In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted.

- 3) Incorrect Amount mentioned: The amount would be rejected if the amount mentioned in while making the payment is incorrect. Such cases will be captured as unreconciled transactions and will be auto-refunded directly to bidder's account.

In the event of any discrepancy, payment would not be considered and bidder would not be allowed to bid/ participate.

- Bidder is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and bidder combination.

- Bidder must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded back to the bidder.

- Bidder would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked with the division on account of incorrect payment made by the bidder

2	<b>In the event of making Payment through OTC</b>	<p><b>Do's</b></p> <ul style="list-style-type: none"> <li>• It is the bidder's responsibility to ensure that OTC payments are made to the exact details as mentioned in the challan which are: Beneficiary account no: &lt;client code&gt; + &lt;random number&gt; Amount: As mentioned on the challan It is specific for every tender/transaction Beneficiary name: As per the challan Bidder has to make only single payment against a challan as per the amount mentioned on the challan</li> <li>• Bidder must do the payment before tender validity gets expired</li> <li>• Bidder needs to mandatorily upload the scan copy of the payment receipt issued by ICICI Bank, in Nextender Portal before submitting the Tender</li> </ul> <hr/> <p><b>Don't's</b></p> <ul style="list-style-type: none"> <li>• If the bidding amount is greater than Rs49,999, then Bidder should not make payment in cash. In this case, Bidder should pay via Demand Draft/ICICI Bank Cheque</li> <li>• It is bidders's responsibility to ensure that Demand draft should be valid and should not have discrepancies such as signature not found, stale DD, mutilated, material alteration, favouring third party etc., In the event of Demand Draft returned by bidder's Bank on account of such discrepancies, ICICI Bank shall ensure that such communication is sent to the Client within 3 days from the date of rejection by the Bidder's Bank</li> <li>• For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD.</li> </ul>
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