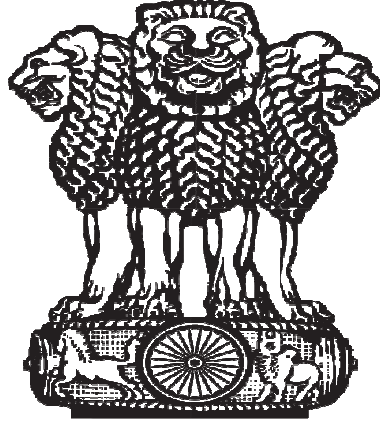


Bid Document

**Tender for Scanning/ Digitization of Physical Documents in DoT HQ, Sanchar  
Bhawan**

*Tender No. 8-48/2016-IT-V*



**सत्यमेव जयते**

**Government of India  
Ministry of Communications  
Department of Telecommunications  
Sanchar Bhawan, 20, Ashok Road  
New Delhi - 110001**

(Visit us at <http://www.dot.gov.in>)

*Price: Rs. 500/- only*

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**SECTION-I**  
**DEPARTMENT OF**  
**TELECOMMUNICATIONS**  
**SANCHAR BHAWAN, 20, ASHOKA ROAD,**  
**NEW DELHI - 110001**  
**NOTICE INVITING TENDER**  
**(For publishing in the Website)**  
**Tender No.: 8-48/2016-IT-V Dated: T**

|   |  |       |
|---|--|-------|
| Office of Issue                           | Department of Telecommunications, IT Cell  |       |
| Tender No.                                | <b>8-48/2016-IT-V</b>  |       |
| Bid/Tender Forms available at Website     | <a href="http://www.dot.gov.in">http://www.dot.gov.in</a> , &<br><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> |       |
| Date and Time of Issue/ Publishing        | 12.04.2017   | 10:30 |
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| Seek Clarification End Date & Time        | 19.04.2017   | 10:30 |
| Bid Submission Start Date & Time          | 12.04.2017   | 10:30 |
| Bids Submission Last Date & Time          | 04.05.2017   | 05:30 |
| Date and Time of opening of Technical bid | 08.05.2017   | 10:30 |
| Place of opening of Technical bid         | Sanchar Bhawan, 20, Ashok Road, New Delhi  |       |
| Date of opening of Financial bid          | To be intimated later  |       |

For and on behalf of the President of India, e-Tenders are invited from professionally competent and experienced firms / organizations for the scanning/digitization of records during the period of *one year* commencing from the date of signing of agreement. Approximately 12,00,000 (Twelve Lakh) pages likely to be scanned/ digitized within twelve months, size of page may vary as in physical file. Prices quoted should be, inclusive of all levies and taxes etc. Digitization should be done as per actual requirement. The agency selected as a result of bid process shall sign a contract with Department of Telecommunications to carry out the scanning/ digitization of filed records of different wings/divisions of the Department. Bidders shall have to deposit **bid security (EMD) of Rs.60,000/- (Sixty Thousand only)**, of estimated bid cost value i.e. 12,00,000 (Twelve Lakh Only) in the form of Demand Draft drawn on any scheduled bank at Delhi in favor of "**Pay & Accounts Officer, Deptt. of Telecom, New Delhi-110001**" along with the bid.. *A crossed Demand Draft/ Bankers' cheque of Rs. 500/-* from any Scheduled Bank payable at Delhi should be enclosed in favor of "**Pay & Accounts Officer, Deptt. of Telecom, New Delhi-110001**" as Tender fee amount.

ADG (IT), DoT HQ

## SECTION - II

### INSTRUCTIONS TO BIDDERS

#### 1. DEFINITIONS:

- a) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- b) "The Contractor" means the individual or firm providing Services under the contract.
- c) "The Contract Price" means the price payable to the Contractor for the full and proper performance of its contractual obligations.
- d) Parties: The parties to the Contract are the contractor (the bidder to whom the work will be awarded) and the Secretary, Department of Telecommunications.
- e) Addresses: For all purpose 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 Department. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

#### 2. GENERAL INSTRUCTION TO BIDDERS:

- a) The bidder shall scan and digitize at least that many page as, in the opinion of competent authority can be conveniently scanned/ digitized every day, in the space made available to the bidder for the purpose of scanning and digitization.
- b) The interested person or bidder can inspect the files, record and also the place to be provided for the purpose during working days of the department within office hours.
- c) The bidder in the last five year, must have scanning/ digitization, facility setup under its ownership for at least one year. The bidder must be able to carry out cropping and cleaning of images (removing black noises around the text), skew correction to make the images straight and providing equal margins all around the text. Bidder should provide not less than two setups in all for scanning activities in DoT Hq and its sub offices located in Delhi.
- d) The bidder must have at least one year experience of scanning/digitization with Government/PSU entities during last five years.
- e) The bidder must have scanned/digitized at least fifty thousand documents or pages in Government / PSUs entities using standard scanning technology during last five year
- f) Documentary evidence in terms of latest completion certificate given by Government/PSUs entities needs to be attached in support of experience.
- g) The bidder should be registered for Service Tax (Copy to be enclosed).
- h) Participating companies should be registered with PF & ESIC.

- i) The contractor shall ensure compliance with all labour law provisions, including the payments of minimum wages as declared by central Government or state government whichever is higher.
- j) Signing of Tender: Individual signing the tender or other documents connected with contract must specify whether he signs as:-
  - I. A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
  - II. A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
  - III. Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.

**N.B.**

- i. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- ii. In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
- iii. A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Department of Telecommunications may without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- iv. The successful bidder, having been communicated about acceptance of his offer and award of the tender, shall have to enter into an agreement with the Department in non-judicial Stamp Paper of Rs.100.
- v. 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.
- vi. The manpower, scanners & computers for conducting the Scanning/ Digitization activity shall be provided by the bidder.

- vii. The tender is not transferable.
- viii. No advance shall be provided for executing the work.
- ix. Payment against Bill/ Invoice shall be released on quarterly basis after the submission of satisfactory completion certificate (SCC) by the officer/section/in-charge concerned. No interest shall be paid for the delayed payment. All payments shall be made by Electronic Transfer of Fund through RTGS/ NEFT as per Mandate Form submitted by successful bidder.
- x. The bidders are required to quote their lowest rates as per page for Scanning/ Digitization of records.
- xi. The rates so quoted should be all inclusive (hardware/ software/ manpower/ taxes) including discount if any. The space, furniture and electricity shall be provided by the Department free of charges.
- xii. The bidders qualifying the eligibility criteria shall be required to give a live demonstration of the work
- xiii. All Scanned/ Digitized files will be stamped and duly signed by the users including that the “FILE IS SCANNED/ DIGITIZED AND DULY RECONSTRUCTED” and the bidder will be fully responsible for any loss/damage of any document.

### 3. SCOPE OF WORK

#### **a) Pre-Scanning Activities**

- I. Documents are kept at different offices of Department of Telecommunications.
- II. Documents are to be collected from rooms/shelves and required to be counted and entered into the log register (format would be provided to successful bidder during contact signing) before taking to the scanning area on which both, officer/section/in-charge concerned and contractor supervisor should sign.
- III. The documents are required to be scanned at the specific location of the office of the Department.
- IV. Since some documents are old and are not in good physical condition, documents are required to be repaired if not in condition fit for scanning.

Vendor is required to handle these documents carefully preferably scan such documents using flat bed of scanner.

- V. It shall be the responsibility of vendor to take care of the protection and security of documents. In case of loss of any document's appropriate remedy including penalty may be imposed on the vendor for the loss suffered. A committee shall be constituted for assessing the damages and finalizing the appropriate remedial measures.
- VI. The vendor will make arrangement for a supervisor at each location of the Department who will supervise the scanning activity being carried out in the Department and shall be reporting to the Department the progress of scanning on weekly basis.
- VII. Every unit shall appoint officer who will get document scanned in his presence to ensure security of data/ information available in files/documents while scanning performed by contractor as well as scanning agency should also ensure that there is no data breach at their end.

**b) Scanning Activities**

- I. The scanning of the records of A4/Legal/A3 sizes at minimum 300 dpi resolution in B/w or Grey-scale or color. Also, the scanning of note sheet would be conducted with due care using flatbed of scanner in color.
- II. Receiving files by the contractor from staff of Department of Telecommunications after counting and entering details in the log register.
- III. Preparing the files for scanning/ digitization purpose, i.e. removal of tags, pins, etc.
- IV. The output i.e Scanned & combined Notesheet pages/ Scanned & combined Correspondence pages of a file have to be given in Searchable PDF format with metadata as prescribed by the Department. The pdf data should be of size of 20 MB at max.
- V. Handling over the files back to the section in their original condition, & scanned data in an appropriate electronic media provided by Department of Telecommunications.

**c) Image Enhancement Activities**

- I. Vendor should ensure that qualities of scanned images are enhanced upto the optimum level and required image enhancement activities have been done on the documents.
- II. In case the documents are not legible it shall be the bidder's responsibility to scan the documents on high resolution i.e. 600 dpi or higher.

**d) Scanning Activities Conditions**

- I. Take precautions with documents in an orderly manner without disturbing the chronology of the documents and without mixing pages between different documents.
- II. Carry out the scanning and profiling (including any Meta data entry) of the documents as supplied to the vendor. The vendor shall strictly comply with the operational processes for implementation of the project.
- III. Blank pages should not be scanned.
- IV. 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.
- V. 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.
- VI. Authority may direct to get all the documents scanned and digitized afresh by any other vendor, if it is found that the vendor has not performed the task of scanning digitization satisfactorily and the images are of poor quality and expenditure in doing so incurred by authority shall be deducted from the vendor's bill.
- VII. The files/ documents will not be allowed to be removed from space/ premises allocated to the firm. Suitable hardware infrastructure/ facilities have to be established onsite at the space allocated by the authority to do the Digitization work.
- VIII. Under no circumstances, the documents shall be changed, mutilated, destroyed or replaced by some other documents.



#### 4. INVITATION FOR BIDS

- a) Invitation for bids through the eTender Notice is for selection of the firm (also called the 'bidder') capable of Scanning/ digitization of Record/ physical documents as specified in the scope of work and in accordance with the terms and conditions. Approximately 12,00,000 (Twelve Lakh) pages are likely to be scanned/digitized during the period of one year commencing from the date of signing of agreement, size of page may vary as in physical file. The Tender can be extended for another one year if agreed to both the parties on same rates as well as same terms and conditions. Prices quoted should be firm and inclusive of all.
- b) The bidder is expected to examine all instructions, forms, terms and conditions in the Tender Notice. The bid should be precise, complete and in the prescribed format as per the requirements detailed in this Tender Notice. All the pages comprising the technical and financial bid shall be serially numbered. Failure to furnish all information required, or submission of a bid not conforming to the requirements in every respect will be at the Bidder's risk and may result in rejection of the bid and forfeiture of Earnest Money Deposit.
- c) Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>
  - I. Possession of valid Digital Signature Certificate (DSC) and enrollment/ registration of the contractors/ bidders on the eProcurement / eTender portal is a prerequisite for e-tendering.
  - II. Bidder should do the enrollment in the eProcurement site using the "Click here to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid e-mail id. All the correspondence shall be made directly with the contractors/bidders through e-mail id provided.
  - III. Bidder need to login to the site thro' their user ID/ password chosen during enrollment/registration.
  - IV. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
  - V. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
  - VI. Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.

- VII. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- VIII. If there are any clarifications, this may be obtained online through the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- IX. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
- X. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- XI. From my tender folder, he selects the tender to view all the details indicated.
- XII. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- XIII. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- XIV. If there are any clarifications, this may be obtained through the site. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- XV. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- XVI. Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- XVII. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

- XVIII. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- XIX. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- XX. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- XXI. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- XXII. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- XXIII. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- XXIV. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- XXV. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- XXVI. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- XXVII. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- XXVIII. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- XXIX. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document parallel for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120-4001002 and 91-8826246593 or send a mail over to [cphp-doe@nic.in](mailto:cphp-doe@nic.in) , [cphp-nic@nic.in](mailto:cphp-nic@nic.in).
- d) Online bids under two envelope/cover systems comprising of (1) The Technical bid and (2) Financial bid should be submitted online on CPP Portal website <https://eprocure.gov.in/eprocure/app>. The financial bid should not be enclosed with the technical bids in any circumstances.
- e) The technical bid should contain the Scanned copy of following documents. The documents shall be arranged in the same order as mentioned below .
- I. Bid security in the form of Bank Draft for Rs. 60,000 /.
  - II. Technical Bid Performa (Annexure – I)
  - III. Technical Bid Letter (Annexure – II)
  - IV. Project Methodology (Annexure – III)
  - V. Details of the Hardware, Software and Manpower (Annexure – IV)
  - VI. Performance Security Bond Form (Annexure – V)
  - VII. Letter of Authorization For Attending Bid Opening (Annexure – VI)
  - VIII. Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be
  - IX. Copy of Income Tax Return for last two Financial Years (2014-15, 2015-16).
  - X. Copy of PAN
  - XI. Copy of Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate
  - XII. Tender Fee in the form of crossed Demand Draft/ Bankers' cheque of Rs. 500/-
  - XIII. Tender Acceptance Letter (Annexure – X)
  - XIV. Proof for registration with PF & ESIC.
- f) The financial bid shall contain:
- I. Financial Bid Form (Annexure – VII)
  - II. Financial Bid Performa (Annexure – VIII)

**g) Bid submission costs**

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

**h) Language of Proposals**

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

**i) Conceptualization of the project**

The bidder shall indicate the details regarding the Scanning/Digitization of Records being carried out along with the scanning, as well as digitization.

**j) Earnest Money Deposit (EMD) or Bid security.**

The Bidders must enclose Demand Draft/ Pay Order from a scheduled bank for **Rs.60,000/- (Sixty thousand only)**, 5% of estimated bid cost value i.e. 12,00,000 (Twelve Lakh Only), as Earnest Money along with the Technical Bid, in favor of “Pay & Accounts Officer”, Department of Telecommunication payable at New Delhi as per detail mentioned above. The EMD of unsuccessful bidders shall be returned to the agency without interest. EMD of the successful bidder shall be returned to the agency without interest after the agency signs the contract and along with a Performance Bank Guarantee (PBG) equal to 10% of the base contract value. Non-submission of Earnest Money will summarily lead to rejection of the Bid. Also, proper documents are to be furnished in case of claiming exemption from the same.

Performance Bank Guarantee shall be released after all contractual obligations by the Contractor including warranty obligation is over. This can be withheld or forfeited in full or in part in case the work order is not executed satisfactorily and up to the required quality within the stipulated period within the warranty period to the best satisfaction of the user/Department.

**k) Forfeiture of EMD**

The EMD will be forfeited if the agency

- I. Withdraws the bid during the period of bid validity
- II. Does not accept the correction or errors.
- III. If the successful Bidder fails to sign the Contract within the time stipulated by the Department.
- IV. Adopts unfair practices to influence the outcome of the bid process.

**l) Validity Period**

The bids shall be valid for a period of six months from the last date prescribed for receipt of bids by Department of Telecommunications. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until

such time that the bidder formally (in writing) withdraws his proposal. The Department holds the rights to reject a bid valid for a period shorter than six months as non-responsive.

**m) Disqualification**

The Department reserves the right to reject bids in the following cases:

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

**n) Corrections in the Bid**

- I. Corrections, if any, in the bid documents submitted by the agency should be attested properly by the authorized signatory failing which the bid is liable to be rejected.
- II. Bidders are advised to exercise adequate care in quoting the prices. No excuse for Corrections in the quoted rate will be entertained after the financial bids are opened. All corrections, if any, should be initiated by the authorized signatory before submission, failing which the financial bids may not be considered.
- III. A prospective bidder, requiring any clarification of the Bid Documents shall notify the department online. The department shall respond online to any request for clarification of the Bid Documents in given specific Date & Time and clarification by the department shall be sent to the prospective bidder online.

- IV. Any clarification issued by DOT in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document. A copy of such clarification may be enclosed along with bid document for ready reference.

**o) AMENDMENT OF BID DOCUMENTS:**

- I. At any time, prior to the last date and time of submission of bids, the department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- II. The amendments shall be notified online only thru corrigendum's, if any. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

**p) Last date for submission**

The Bids (both Technical and Financial) must be submitted online not later than prescribed last date of submission in Section I.

**q) Extension of last date for Submission**

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

**r) Late Bids**

Any bid received by the Department after the deadline / extended deadline for submission of bids prescribed by the Department will be summarily rejected.

**s) Prices**

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

The price would be inclusive of all taxes, duties, charges and levies as applicable. The bidder may indicate separately such charges in the bid.

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

**t) Acknowledgement of understanding of terms**

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

**u) Bid Evaluation Criteria:**

- I. The bidder must have at least one year experience of scanning/ digitization with Government/PSU entities during last five years
- II. The bidder must be able to carry out cropping and cleaning of images (removing black noises around the text), skew correction to make the images straight and providing equal margins all around the text.
- III. The bidder must have scanned/digitized at least fifty thousand documents or pages in Government / PSUs entities, using standard scanning technology during last five years.
- IV. Documentary evidence in terms of latest completion certificate given by Government/PSUs needs to be produced in support of experience.
- V. The bidder should be registered for Service Tax (Copy to be enclosed).
- VI. The Technical Bids will then be evaluated by the Department, internally.
- VII. For the Technical Qualified Bidder, the financial Bids shall be opened, the date for which shall be communicated to the vendors through e-mail/phone. If any vendor so desires, it may depute its representative for Bid opening event also.
- VIII. The L1 Bidder will normally be awarded the contract. However, the Department reserves the right to reject the L1 bidder for the reasons, to be recorded in writing.
- IX. The decision of Department of Telecommunications shall be final and binding.

**v) Negotiation & Contract Finalization**

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

**w) Award of Contract**

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

**x) Notification of Award**



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

**y) Signing of Contract**

At the same time as the Department notifies the successful bidder that its proposal has been accepted the Department shall enter into a contract with successful bidder. Such agreement shall cover, in detail; aspects/ terms of the contract such as:

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

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

**z) Termination for Insolvency and Default Termination for Insolvency**

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

**Termination for default**

Default is said to have occurred

- If the agency fails to complete the scanning, digitization and indexing in accordance with the Tender Notice with the time periods) specified in the contract or any extension thereof granted by the Department.

- If the agency fails to perform any other obligation(s) under the contract/ work order.
- If the agency fails to comply with instructions of the Department with respect to improving the quality of scanning, digitization and indexing.

**aa)Performance Bank Guarantee**

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

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

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

## SECTION – III

## Annexure-I

**Technical bid Proforma**

|   |  |
|---|--|
| Name of the Bidder  |  |
| Year of Establishment   |  |
| Type of Entity  |  |
| (public limited/Private Limited/ Partnership/ Proprietary                                       |  |
| Contact person  |  |
| Contact number  |  |
| E-mail address  |  |
| Registered office Address   |  |
| National Capital Region (NCR) office Address  |  |
| EMD attached (YES/NO)   |  |
| Last 2 years balance sheet attached (YES/NO)  |  |
| Registration certificate number (enclosed Copies)   |  |
| a) Pan card   |  |
| b) VAT  |  |
| c) CST  |  |
| d) Service Tax  |  |
| List of Department/Ministries/State department where similar work carried out.                  |  |
| Successful completion certificate of Scanning/Digitization work executed during last five years |  |

Date:

Place:

Signature of the Authorized

Representative / Authorized Person

Name:

Seal:

**Technical Bid – Bid Letter**

Ref. Tender No.....

Dated:

Bidders Reference No.....

Sub: Proposal for providing services relating to and Digitization of Records of DoT

Sir,

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

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

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

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

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

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

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

I/We understand that you are not bound to accept the lowest or any bid, you may receive. I/We enclose herewith the complete Technical Bid as required by you.

Certified that I/We am/are:

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

Or

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

Or

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

Or

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

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

Dated this .....day of.....2017

Signature.....

[Name in Block Letters of the Signatory]

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

Name of Witness

Address.....

Name & Signature.....

Date.....

Name & Signature of the Bidder

Or

Officer authorized to sign the Bid

Documents on the behalf of the bidder

Note:

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

**Project Methodology**

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

(Please attach additional sheets)

Signature of the Agency

Date:

Place:

Company Seal:

**Details of the Hardware, Software and Manpower**

1. Name of Company and Address:
2. Details of Hardware Equipments: (Computer & Scanner specification and make etc.)
3. Details of Software:
4. Details of Manpower:

Signature of the Agency

Date:

Place:

Company Seal:

**PERFORMANCE SECURITY BOND FORM**  
**(MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY)**

To  
The president of India

WHEREAS.....  
.....(name and address of the Contractor) (hereinafter called “the Contractor”) has undertaken, in pursuance of contract no.....dated.....to scan/digitize documents.

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a bank guarantee;

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the Contractor, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor 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 Contractor 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 the day of.....20.....

(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer  
.....  
.....

Seal, name & address of the Bank and address of the Branch



**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Subject: Authorization for attending bid opening on ----- (date) in the tender no. --  
----- Of DoT

Shri/

Ms.....of.....

.....is hereby authorized to attend the bid opening for the  
tender mentioned above on behalf of ----- (Bidder) in order of preference  
given below.

Specimen signature of person Authorized to attend bid

Signatures of bidder

Or

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

Note:

1. Only one representative will be permitted to attend bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization letter as above is not produced before the bid opening committee.

**FINANCIAL BID LETTER**

To

Sir,

I/We declare:

That I/we am/are sole owner/authorized agents/ of  
.....

That we are equipped with adequate infrastructure for Scanning Digitization of Records of DoT such as hardware/software and other facilities required for Scanning Digitization of Records and the same will be open for inspection by the representative of DoT.

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

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

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

Certified that we are:

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

Or

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

Or

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

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

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

Dated:

Name of Agency:

Full Address:

Company Seal:

Name and Signature of authorized representative

Details of enclosures:

**Financial Bid Proforma**

| Sl. No. | Item  | Quantity  | Rate per page | Total Price | Taxes | Total Price (including taxes) |
|---------|---|-----------|---------------|-------------|-------|-------------------------------|
| 1       | Cost of Scanning/ Digitization of Documents or pages of A4/ Legal/ A3 sizes at minimum 300 DPI resolution in B/W, Grey Scale or Color in searchable PDF format including pre-scanning & Post-scanning activities. | 12,00,000 |               |             |       |                               |

In case of an increase in quantity of pages, it shall be subject to the following conditions:

- i) Quantities operated in excess of 12,00,000 pages but upto 14,00,000 pages, shall be paid at 98% of the rate quoted
- ii) Quantities operated in excess of 14,00,000 pages but upto 16,00,000 pages, shall be paid at 96% of the rate quoted
- iii) Quantities operated in excess of 16,00,000 pages but upto 18,00,000 pages, shall be paid at 94% of the rate quoted
- iv) Quantities operated in excess of 18,00,000 pages shall be paid at 92% of the rate quoted

**Important:** In cases where decrease in quantity is involved during execution of contract, there shall be no change in the rate or any of the terms & conditions for any such decrease.

**Note:**

1. The payment shall be made on quarterly basis subject to the certification from the concerned Division/ Sections whose Documents have been scanned.
2. The payment schedule shall be based on the output and the base shall be taken as 12 Lakh pages. Any adjustment shall be settled towards the end of the contract.

Signature of the Authorized  
Representative/Authorized Person

Name:  
Seal

Date:  
Place:

**Contract Form**

1. This agreement is made this day.....between  
.....(**name of company**), hereafter called “**Contractor** ” the first party which expression shall include his heirs, executors and administrators/ their successors, and **Department of Telecommunications (HQ), Sanchar Bhawan, New Delhi** hereafter called “**DOT**”, the second party, through **ADG (IT), DoT**, hereafter include his successors and assignees.
2. That WHEREAS the first party shall and will scan/digitize Documents for DOT’s tender no. **8-48/2016-IT-V** dated ....., at the rates quoted by Contractor vide their Financial Bid in response to tender no. **8-48/2016-IT-V** dated ..... and as per all the terms and conditions given in the aforesaid tender which shall become part and parcel of this agreement.
3. That the first party would raise demand and the payment shall be done in accordance with tender document.
4. The Performance Security Bond would be encashed by second party in case first party fails to scan/digitize and/or breaches terms & condition of the aforesaid tender document.
5. In accordance with the tender no. 8-48/2016-IT-V dated .....this agreement is made for a period of one year from.....

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS .....DAY OF.....TWO THOUSAND.....

Witness for Contractor

Authorized Signatory for Contractor

Witness for DOT  
Signatory for DOT

Authorized

**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

**Date:**

**To,**

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**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:** \_\_\_\_\_

**Name of Tender / Work: -**

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**Dear Sir,**

**1. I / We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely:**

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**as per your advertisement, given in the above mentioned website(s).**

**2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.**

**3. The corrigendum(s) issued from time to time by your department/organisation too has also been taken into consideration, while submitting this acceptance letter.**

**4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.**

**5. In case any provisions of this tender are found violated, then your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.**

**Yours Faithfully,**

**(Signature of the Bidder, with Official Seal)**