

No. A-49016/1/2009-Estt.
Government of India
Ministry of Minority Affairs

11th Floor, Paryavaran Bhavan,
CGO Complex Lodhi Road, New Delhi – 3.

4.12.2009

NOTICE INVITING TENDER

Tender Document

For

**Scanning of the documents and Data Entry of individual details for e-Service
Book Management System introduced by DOP&T**

4.12.2009

Ministry of Minority Affairs invite sealed quotations from reputed firms for Scanning of documents and Data Entry of individual details for preparation of e-Service Book introduced by DOP&T.

Scope of Work

- (i) It involves scanning and uploading of approximately 20-30 pages of employees' details like medical report, police verification report, photographs, educational qualification certificate and various declarations given by the employees.
- (ii) The work involves online feeding of data relating to the service and career details of **71 employees**. The quantum of data entry work can be assessed by onsite inspection of different fields provided in the e-Service Book Management System available in the Ministry. Sample has been uploaded along as Annexure of the Tender Notice available on the website of the Ministry (<http://minorityaffairs.gov.in>).
- (iii) The accuracy of final document should be 100%.

Eligibility Criteria

- (i) The bidder must fulfill the following pre-qualification conditions. Technical bid of bidders fulfilling the pre-qualification conditions will only be evaluated by the duly constituted technical evaluation committee. Undertaking for subsequent submissions of any of the documents will not be entertained under any circumstances.
- (ii) The bidder must have a Service Tax registration number and PAN number.
- (iii) Experience of similar work.
- (iv) The bidder should neither have been blacklisted by any Central/State Government/ Department in the last three years nor should have any litigation pending with any of these departments. (Attach self certificate)
- (v) Documents in support of the above pre-qualification conditions must be submitted for the consideration of the bids.

Bid Submission

1. The bid shall be submitted in three parts as under:

EN-01: The envelope shall be sealed and superscripted “EMD for data entry and document scanning for e-Service Book.

EN-02: The envelope shall be sealed and superscripted “Technical Bid – for data entry and document scanning for e-Service Book. Technical details as per Annexure – 1 should be enclosed in the envelope. The envelope not containing technical details as per Annexure – 1 or containing financial bid in either explicit/implicit form shall result in the rejection of the bid.

EN-03: The envelope shall be sealed and superscribed “Financial Bid - Tender for document scanning and data entry”. Financial bid as per Annexure – II may be enclosed in the envelope.

All the three above envelopes should be enclosed in an outer cover, which may be sealed and superscribed “Tender for document scanning and data entry” due on 18.12.2009 addressed to:

The Under Secretary (Admn.),
Ministry of Minority Affairs,
11th Floor, Paryavaran Bhavan,
CGO Complex, Lodhi Road,
New Delhi – 110 003.

2. The bids will be received by the Ministry at the address specified above not later than 3:00 P.M. In the event of the specified date for the submission of bids is declared a holiday, the bids will be received up to the appointed time on the next working day.

3. The bidders shall bear all costs associated with the preparation and submission of its bid, including cost of technical presentation, preparation of the samples etc. Ministry of Minority Affairs will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

4. At any time prior to the last date for receipt of bids, the Ministry of Minority Affairs, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment. The amendment will be notified on the website of the Ministry of Minority Affairs <http://minorityaffairs.gov.in> and through E-mail to all prospective Bidders who have received the Tender Document and will be binding on them. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Ministry of Minority Affairs may, at its discretion, extend the last date for the receipt of Bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.

5. Any bid received by the Ministry of Minority Affairs after the deadline for submission of bids prescribed above will be summarily rejected and returned unopened to the bidder. Ministry of Minority Affairs will not be responsible for any postal delay or non-receipt/non-delivery of the bid. No further correspondence will be entertained on the subject.

6. A bidder may modify or withdraw its bid after the bid's submission, provided that Ministry of Minority Affairs receives a written notice of the modification or withdrawal before the expiration of deadline prescribed for submission of bids.

7. Bids shall be valid for 180 days from the date of opening. Ministry of Minority Affairs holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

8. MINISTRY OF MINORITY AFFAIRS reserves the right to accept any bid, and to cancel / abort the Tender process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected agency or agencies, of any obligation to inform the affected agency of the grounds for MINISTRY OF MINORITY AFFAIRS action and without assigning any reason. The bid shall be submitted in the form of printed document. Bids submitted by telex, fax or email shall not be entertained. Any effort by a bidder to influence MINISTRY OF MINORITY AFFAIRS in its decisions on bid evaluation, bid comparison or award of the contract may result in the bid rejection. During the process of bid evaluation, the bidder(s) can submit additional information pertaining to their bid, if any, in writing.

Pre-bid meeting

MINISTRY OF MINORITY AFFAIRS shall convene a pre-bid meeting at 10.12.2009 in MINISTRY OF MINORITY AFFAIRS office, to provide the clarifications sought by the prospective bidders at 3:00 P.M. The queries can be sent to Under Secretary (Admn.), MINISTRY OF MINORITY AFFAIRS at km.singh@nic.in or at arunabh.b@nic.in or fax at 011-24364285. Amendments necessitated as a result of the pre bid meeting or otherwise shall be made available on MINISTRY OF MINORITY AFFAIRS' website. It shall be the responsibility of the bidders to fine tune their bids incorporating the amendments so communicated through the website. MINISTRY OF MINORITY AFFAIRS shall not be responsible for any oversight or negligence on the part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.

Earnest Money Deposit

1. The bid must be accompanied by EMD of Rs. 10,000 (Rupees Ten thousand only). The EMD shall be denominated in Indian Rupees, and shall be in the form of a bank draft favoring MINISTRY OF MINORITY AFFAIRS payable at New Delhi, issued by a Scheduled Commercial Bank. No interest will be payable by MINISTRY OF MINORITY

AFFAIRS on the amount of the EMD. Successful Bidders EMD will be converted into security deposit, which will be returned without any interest on the expiry of the contract.

Bid opening sessions

1. The bids will be opened in two sessions, in the presence of bidders' representatives (only one per bidder) who chose to attend the bid opening sessions on the specified date, time and address. The bidders' representatives who are present shall sign a register evidencing their attendance.

2. Technical bid (and technical bid modification) envelopes of only those bidders, whose EMD is in order, shall be opened on 18.12.09 at 3:30 P.M. The bids will then be passed on to a duly constituted Technical Evaluation Committee (TEC) for evaluation.

3. Financial bids, original and revised, if any, of the bidders whose technical bids qualify as per the prescribed eligibility conditions and other tender terms without any deviations, shall be opened on 21.12.09 at 3:00 P.M. MINISTRY OF MINORITY AFFAIRS at its discretion may call for revised financial bids from the technically accepted bidders, which should be submitted within the stipulated time period set out by MINISTRY OF MINORITY AFFAIRS. The rates quoted for any of the items in the revised financial bids shall not be more than the original financial bids, otherwise the bid shall be rejected and EMD forfeited. The financial bids will then be passed on to a duly constituted Financial Evaluation Committee (FEC) for evaluation.

Evaluation Criteria

1. TEC shall evaluate the bids based on the eligibility criteria and strict compliance to the information sought vide Appendix-1. TEC may, at its discretion, call for additional information from the bidder(s). Such information has to be supplied within the time frame set out by the TEC, otherwise MINISTRY OF MINORITY AFFAIRS shall make its own reasonable assumptions at the total risk and cost of the bidders and the bid is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the bid. TEC shall seek any additional information in writing which has to be supplied by the bidder in writing. For verification of information submitted by the bidders, the TEC may visit their offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the TEC.

2. The technical evaluation committee may ask bidder to scan sample documents at bidders premises. The output will be kept in sealed covers. Technical evaluation committee will evaluate the sample documents quality as part of technical evaluation. All expenses relating to the visits will be borne by MINISTRY OF MINORITY AFFAIRS.

3. The quoted rates should be inclusive of all statutory levies. Work will have to be performed at the premise of MINISTRY OF MINORITY AFFAIRS. The firm will have to scan the documents which may be in the form of loose sheets or books or bound volumes. At the end of the job, the bidders need to return the documents in their original shape.

4. The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

5. The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the MINISTRY OF MINORITY AFFAIRS. In addition, MINISTRY OF MINORITY AFFAIRS shall be free to forfeit the EMD/Security deposit and getting the assigned work done from alternate sources at the risk and cost of the defaulting bidder.

6. If additional equipments required for performing the above work like computer, printer and scanner is required for the above work, it will have to be provided by the successful bidder.

Delivery schedule

1. The empanelled bidders shall start the work within three days of the issue of the work order by MINISTRY OF MINORITY AFFAIRS.

2. The original documents / photographs or any other material given to bidder for digitization or any other requirement should be handled with utmost care. The originals given to bidder should be returned without any damage. Protecting the sanity of originals is complete responsibility of the bidder. Any damages to the originals will invite penalties as decided by MINISTRY OF MINORITY AFFAIRS and recoverable from the negligent bidder.

3. The schedule of work completion will be 4 weeks from the date of the work order. However, depending on the job volumes the time limit can be curtailed or extended. Any delay in work completion beyond the schedule given in the work order shall attract a penalty of one percent (1%) per day, of the total value of work order, for upto 10 days. Beyond 10 days MINISTRY OF MINORITY AFFAIRS will be free to cancel the work order and get the balance work executed through alternate sources at the cost and risk of the defaulting bidder.

4. If at any time during performance of the Contract, the selected bidder should encounter conditions impeding timely performance of Services, the selected bidder shall promptly notify the MINISTRY OF MINORITY AFFAIRS in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the selected bidder's notice, MINISTRY OF MINORITY AFFAIRS shall evaluate the situation and may at its discretion extend the time for performance in writing.

Payment

1. 100% payment will be processed for short term jobs on job completion. All payments will be processed on production of satisfactory job completion certificate.

2. Payments will be processed on submission of pre-receipted bills in triplicate in the name of User A/c MINISTRY OF MINORITY AFFAIRS. All payments will be made

subject to deduction of TDS (Tax Deduction at Source) as per Income-Tax Act 1961 and other taxes, if any, as per Government of India rules.

3. Payments for one/two persons travel outside Delhi for job execution will be admitted on production of original tickets and their certified presence by MINISTRY OF MINORITY AFFAIRS's client.

4. The payments will be processed within 30 days of submission of bills and other documents complete in all respect.

Force Majeure

1. Notwithstanding the provisions of the tender, the Bidder shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of MINISTRY OF MINORITY AFFAIRS either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3. If a Force Majeure situation arises, the empanelled Bidder shall promptly notify MINISTRY OF MINORITY AFFAIRS in writing of such conditions and the cause thereof. Unless otherwise directed by MINISTRY OF MINORITY AFFAIRS in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. MINISTRY OF MINORITY AFFAIRS may terminate this contract, by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure, the Bidder being unable to perform a material portion of the services for a period of more than 60 days.

Arbitration

All disputes or differences, including the claims for damages and compensation whatsoever, arising between the parties, out of or relating to the construction, meaning, operation or effect of this agreement or the breach thereof shall be settled amicably. However, if the parties are not able to resolve them amicably within a period of 15 (fifteen) days, the same shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute may be referred to arbitration by either party only after notice in writing to the other, clearly mentioning the nature of the dispute/ differences. Such arbitration shall be conducted by a arbitral tribunal consisting of three arbitrators one arbitrator to be appointed by each Party, and the third arbitrator to be nominated by Ministry of Information Technology, Government of India. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue for the arbitration proceedings shall be Delhi and courts at Delhi shall have exclusive jurisdiction. All the arbitration proceedings shall be carried out in English language.

General Terms & Conditions

1. MINISTRY OF MINORITY AFFAIRS reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or assigning any reasons.
2. No Bidder shall contact MINISTRY OF MINORITY AFFAIRS on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. Any effort by a Bidder to influence MINISTRY OF MINORITY AFFAIRS's bid evaluation, bid comparison or contract award decision may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.
3. The Bidder shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisors to MINISTRY OF MINORITY AFFAIRS and shall, at all times, support and safeguard MINISTRY OF MINORITY AFFAIRS's legitimate interests in any dealings with Third parties.
4. MINISTRY OF MINORITY AFFAIRS reserves the right to assess the performance of the bidder prior to commencement or in between the work progress. The assessment may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc. MINISTRY OF MINORITY AFFAIRS reserves the right to cancel the work order assigned to the bidder at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the work order is cancelled then the costs incurred will be borne by the bidder and under no circumstances the bidder shall be eligible for any payment or damages from the MINISTRY OF MINORITY AFFAIRS.
5. The selected bidder shall not, without MINISTRY OF MINORITY AFFAIRS's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample of information furnished by or on behalf of MINISTRY OF MINORITY AFFAIRS in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
6. The selected bidder or his employees will not disclose the content of documents given for scanning or archiving, the details NIC/MINISTRY OF MINORITY AFFAIRS software, to any person and allow its unauthorized use. The selected bidder should not also disclose the above to any of its existing or future clients.

7. The selected bidder shall indemnify the MINISTRY OF MINORITY AFFAIRS against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof.

8. The selected bidder shall not outsource the works assigned to any other agency except their direct franchisees under any circumstances. This violation will attract forfeiture of EMD/Security deposit and cancellation of work order. The cost incurred on executing the work order through alternate sources will also be recovered from the outstanding bills or by raising claims.

9. If the selected bidder is not able to fulfill its obligations under the contract, which includes non completion of the work, MINISTRY OF MINORITY AFFAIRS reserves the right to select another bidder to accomplish the work. Any costs, damages etc. resulting out of the same shall have to be borne by the selected bidder.

10. Printed terms and conditions of the Bidders will not be considered as forming part of their Bid.

11. The offers submitted through Telex/Telegram/Fax/Email or any manner other than specified above will not be considered. No further correspondence will be entertained on this matter.

12. Alterations if any in the tender should be attested properly by the bidder, failing which the tender is liable to be rejected.

(K.M. Singh)
Under Secretary to the Govt. of India
Tel. No. 24364277

TECHNICAL DETAILS

a) Name of the Agency:

b) Incorporated as _____ in year _____ at _____

(State Sole Proprietor, Partnership, Private Limited or Limited Firm)

c) Whether any Legal/Arbitration/proceeding is instituted the Agency or the Agency has lodged any claim in connection with works carried out by them. If yes, please give details.

d) Whether the agency complies with the requirement of Registration under the Contract Labour (Regulation and Abolition) Act : Yes/No

e) Agency profile

Address :

Name of the top executive with designation :

Telephone No :

E-mail address :

Service Tax No :

Sales Tax No :

PAN :

f) Turnover of the firm for the year 2007-08, 2008-09 2009-10 (In Rs. lakhs)

g) List of scanning, digitizing and OCR/ICR projects and data entry work of value – furnish details of two projects in each of the last three years:

S.No.	Year	Name of the client with address and phone no.
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EMD details:

Particulars	Amount (Rs.)	Draft No.	Date	Bank	Branch
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EMD Rs. 10,000/-

Documents in support of the above may be furnished with page numbers indicated in the index.

Please use separate sheets wherever necessary.

Signature with stamp

Date:

Place:

Name

FINANCIAL BID

Name of the Agency:

Category Job	Description	Size	Rate per Unit (in INR)
(1)	(2)	(3)	(4)
C1	Scanning of the documents	A3/A4	
C1.1	Scanning of B/W printed / hand written documents with ADF(Automatic Document Feeder) in to Tiff/PDF/JPEG format file with minimum density of 200 dpi.	A3/A4	
C1.2	Scanning of B/W printed / hand written documents with Flatbed Scanner (non ADF) in to Tiff/PDF/JPEG format file with minimum density of 200 dpi.	A0-A2	
C1.3	Scanning of B/W printed / hand written documents in to Tiff/PDF/JPEG format file. Minimum density should be 200 dpi.	All sizes	
C1.4	Scanning of Color photographs into Tiff/PDF/JPEG/GIF/Photo-CD or any other required standard format file. Minimum density should be 300 dpi and 24-bit RGB or 8 bit gray scale.		

Data Entry

Data entry with 100% accuracy for first 200 characters

Meta Data entry with 100% accuracy for additional block of 25 characters

1. The quoted rates should be inclusive of all statutory levies and transportation of documents to and fro the MINISTRY OF MINORITY AFFAIRS/client's location. The empanelled bidders have to scan the documents which may be in the form of loose sheets or books or bound volumes. At the end of the job, the bidders need to return the documents in their original shape (i.e., binding / unbinding of files / books as when required).
2. The output should be TIFF/PDF/JPEG/Photo-CD or any other open standards.
3. The resolution should be min 300 dpi, 8 bit grayscale or 24 bit color (RGB).

4. Technical Metadata to be embedded in the objects.

5. Image cleaning or enhancements with full color matching and error correction is to be done as per originals.

6. Image quality should not deteriorate when expanded up to 400%.

Signature with stamp

Date :

Place :

Name