

Government of India
Ministry of Statistics & Programme Implementation
National Sample Survey Office
Data Processing Division Headquarters
Mahalanobis Bhavan
164, G.L.T. Road, Kolkata-700 108

F. No. 114/1/NSSO/DPD(HQ)/Adm-IV/2013-14

Date: 24.10.2014

Notice Inviting Tender

On behalf of President of India, Data Processing Division (DPD), sealed tenders in two bid system are invited by Data Processing Division(Hqrs.), National Sample Survey Office(NSSO), Kolkata from experienced agencies for Scanning/Digitization of Schedules of DPD(HQ), Kolkata, DPC, Giridih, DPC, Nagpur and DPC, New Delhi.

2. The tender documents can be obtained from Director & Head of Office, Data Processing Division(Hqrs.), Kolkata by paying Rs.500/- (non-refundable) either in cash or by Demand Draft drawn in favour of "Pay & Accounts Officer, Ministry of Statistics & Programme Implementation, Kolkata" on any working day from 24.10.2014 at the cash counter of this office between 1200 to 1500 hrs.

3. Tender documents can also be downloaded from www.mospi.gov.in in which case, the cost of the tender documents of Rs.500/- is required to be paid in the form of crossed Demand Draft drawn in favour of "Pay & Accounts Officer, Ministry of Statistics & Programme Implementation, Kolkata" and enclosed with the Tender Document.

4. Bid Security (EMD): Rs.1,00,000/- (Rupees one lakh only)

5. Time & last date of receipt of tender upto: 1500 Hrs. of 24.11.2014

6. Time & date of bid opening: 1500 Hrs. of 25.11.2014

7. Period of contract: 6(six) months from the date of agreement (Unless otherwise specified) or completion of work put to tender, whichever is earlier.

8. Job requirement: Scanning/Digitization of Schedules of DPD(HQ), Kolkata, DPC, Giridih, DPC, Nagpur and DPC, New Delhi.

9. Eligibility Criteria: The tenderer should have minimum one year experience in similar JOB with Govt. Organization.

10. Sample copy of schedules may be seen at Kolkata, Giridih, Delhi or Nagpur Centres of DPD for assessment of workload.


(DHARMVIR JHA)

Director & HO, DPD (Hqrs.),
Kolkata, Phone No.:033-
2578-6474

SECTION I

BID FORM

Reference: Tender No. 114/1/NSSO/DPD(HQ)/Adm-IV/2013-14

To,
The Director & Head of Office,
Data Processing Division Headquarters,
National Sample Survey Office(NSSO),
Mahalanobis Bhavan,
164, G.L.T. Road,
Kolkata-700 108.

Dear Sir,

Having examined the conditions of contract & specification including all other related documents the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute the work of Scanning/Digitisation of Records of DPD(HQ), Kolkata in conformity with, conditions of contract & specification.

We undertake, if our Bid is accepted, to execute the work in accordance with specifications, time limits, terms & conditions stipulated in the tender document or otherwise informed through work order.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. We agree to abide by this Bid for period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and, may be accepted at any time before the expiry of the period.

Until a formal agreement is prepared & 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 & prepared so as to prevent any subsequent alteration & replacement.

Dated this..... day of.....2014

Signature of Authorized signatory.....

In the Capacity of.....

Duly authorized to sign the Bid for and on behalf of

Witness.....

Address.....



SECTION II

TENDERER'S PROFILE

General:

1. Name of the tenderer/ firm (In Block Letters)

2. Name of the person submitting the tender whose Photograph is affixed
Shri/Smt.....

3. Address of the tenderer:

4. Tel No. (with STD code) (Off).....(Res)
.....(Fax).....email id.....

5. PAN No (Permanent Income TAX No.)/TAN No.:(Photo copy is to be enclosed)

6. a. Service Tax Registration No.:(Photo copy is to be enclosed)

7. Experience: The bidder must have (i) at least three years experience of Scanning/digitisation, indexing, storing and providing retrieval facility of records; and (ii) must have scanned/digitized at least 1 lakh documents in Central/State Government Offices/ Courts/ PSUs, out of which at least 2 projects of 50000 documents each should have been scanned using standard scanning technology. Documentary evidence by way of completion certificate should be produced in support of experience and performance.

8. Eligibility: The bidder must have Scanning / digitising, indexing, storing and retrieval facility setup under its ownership since last 2 years, i.e., current Financial Year and preceding 1 year. The bidder must be able to carry out cropping and cleaning of images (removing black noises around the text), skew correction to make the images straight and providing the equal margins all around the text.

9. Turnover of the Firm in the last 3 years:

I/We hereby declare that the information furnished above is true & correct.

Place:

Date:

Signature of tenderer/Authorized signatory.....

Name of the tenderer.....



SECTION III

INSTRUCTION TO BIDDERS

1. General:

1.1 DEFINITIONS:

- a. **ADG(DPD):** Addl. Director General, Data Processing Division(HQ), Kolkata, National Sample Survey Office(NSSO) and his successors.
- b. **Government of India:** The Government or Government of India shall mean the President of India.
- c. **The Office:** The Office means the Data Processing Division (Headquarters), Kolkata, National Sample Survey Office(NSSO), Govt. of India, Ministry of Statistics and Programme Implementation, which invites the tenders on behalf of Additional Director General, Data Processing Center, DPD(Hqrs.), Kolkata, , D.P. Centre, Nagpur & D.P. Centre, Delhi in National Sample Survey Office(NSSO).
- d. **Representative of (ADG(DPD)):** Representative of ADG(DPD) means officers & staff for the time being in "the Office" deputed by the ADG(DPD) for inspecting or supervision of the work or testing etc.
- e. **Contract:** The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Office and the contractor, together with the documents referred to therein including these conditions, the specifications & instructions issued from time to time all these documents taken together, shall be deemed to form one contract & shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meaning, hereby respectively assigned to them. The expression of works or work shall unless to mean the work by or by virtue of the contract contracted to be executed whether temporary or permanent & whether original, altered, substituted or additional.
- f. **Contractor:** The contractor shall mean the individual, firm incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons compressing such firm or Office, or the successors of such firm or Office and the permitted assignees of such individual, firm or Office.
- g. **Work:** The expression "Work" shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contact, contracted to be executed whether the temporary permanent and whether original altered, substituted or additional.
- h. **Normal time or stipulated time:** Normal time or stipulated time means time specified in the Delivery Schedule to complete the work.

2. ELIGIBILITY CRITERIA:

- 2.1 The tenderer shall produce a certificate indicating minimum **three years** experience in
- (i) Scanning/digitisation, indexing, storing and providing retrieval facility of records; and
- (ii) must have scanned/digitized at least 1 lakh documents in Central/State Government Offices/ Courts/ PSUs, out of which at least 2 projects of 50000 documents each should have been scanned using standard scanning technology. Documentary evidence by way of

completion certificate should be produced in support of experience and performance.

2.2 The tenderer should have a fixed premise. The bidder must have Scanning / digitising, indexing, storing and retrieval facility setup under its ownership since last 3 years, i.e., current Financial Year and preceding 2 years. The bidder must be able to carry out cropping and cleaning of images (removing black noises around the text), skew correction to make the images straight and providing the equal margins all around the text.

2.3 Disqualify for Bidding:

The office reserves the right to disqualify such bidders who do not fulfill some or all of the criteria mentioned at Clauses numbered 2.1 and 2.2 above or providing all required documents as per Section II of bid document or had a record of not meeting the contractual obligations against earlier contracts entered into with the Govt. of India.

3. BID DOCUMENTS:

3.1 **Technical Bid, in separate sealed cover consists of the following documents:**

- a. Bid security(EMD)
- b. Bid Form(as per Section-I)
- c. Tenderer's Profile(as per Section-II)
- d. Certificate of acceptance of terms & conditions, scope of work & specification and delivery schedule laid down in the tender documents.
- e. Letter of authorisation for attending Bid opening (Section V)
- f. EMD/performance Security Deposit not forfeited certificate (as per Section – VII)
- g. Experience certificates
- h. No relation certificate

3.2 **Rate Schedule (in the Financial Bid in separate sealed cover):**

The Financial bid shall consist of rate per 100 pages, which is to be quoted by the Tenderer, as per Section-VI

4. QUERIES ON BID DOCUMENTS:

4.1 A Prospective bidder, requiring any clarification of the Bid Documents shall notify the Office in writing or by fax at the Office mailing address indicated in the invitation for Bids. The Office shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 Days prior to the date for the opening of the bids. Copies of the query (without identifying the source) & the clarifications by the Office shall be sent to the Office will form part of the bid document.

5. AMENDMENT OF BID DOCUMENTS:

5.1 At any time, prior to the date for submission of bids, the Office may, for any reason whether suo motto or in the response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

5.2 The amendments shall be notified in writing or FAX to all prospective bidders on the address intimating at the time of purchase of bid document from the Office & these amendments will be binding on them.

5.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Office may, at its discretion, extend the deadline for the submission/opening of bid suitably.

6. PREPARATION OF BIDS:

6.1 **Cost of Bidding:** The bidder shall bear all costs associated with the preparation & submission of the bid. The Office will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

7.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following Documents:

- i) Bid Security (EMD)
- ii) Required tender documents(s), in original, duly filled in and signed by tenderer or his Authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- iii) Bid form, duly filled in as per section I.
- iv) Tenderers' profile duly filled in, as per section II of the tender document.
- v) Experience Certificate.
- vi) (a) No relation certificate, (b) copy of PAN/TAN, (c) Copy of Service Tax Regn. (d) Copy of EPF code (e) Copy of ESI code

8. BID SECURITY (EMD):

8.1 The bidder shall furnish, as part of his bid, the bid security (EMD) Rs. 1,00,000/- (Rupees one lakh only) to be paid in the form of Account Payee Demand Draft drawn in favour of "Pay & Accounts Officer, Ministry of Statistics & Programme Implementation, (MoS & PI) Kolkata" or Banker's Cheque or Bank Guarantee from any commercial bank in an acceptable form. No interest is payable on the EMD.

8.2 The bid Security is required to protect the Office against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to clause 9.

8.3 A bid not secured in accordance with Para 8.1, shall be rejected by the Office as non-responsive.

8.4 The bid security of the unsuccessful bidder will be refunded as early as possible after finalization of the tender.

9 The bid security shall be forfeited:

9.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or.

9.2 If the bidder makes any modifications in the terms & conditions of the tender before acceptance of the tender, which are not acceptable to the Office or

9.3 In case of a successful bidder, if the bidder fails

- i) To sign agreement in accordance with clause 26
- ii) To furnish the security deposit in accordance with clause 25.2.

10. PRICE QUOTED IN THE BID:

10.1 The price quoted by the bidder shall remain fixed during the entire period of contract & shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive & rejected.

10.2 Rates should be quoted for entire quantum of work treating as per rate schedule in section-VI treating it as one job, inclusive of all taxes but excluding service tax and service tax to be claimed separately in the bill.

11. PERIOD OF VALIDITY OF BIDS:

11.1 Bid shall remain Valid for 180 days from date of opening of the bid. A bid valid for a shorter period shall be rejected by the office as non-responsive.

12. SIGNING OF BID:

12.1 The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each & every page, establishing the conformity of his bid documents of all the works to be executed by the bidder under the contract.

12.2 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case, the person or persons signing the bid shall sign such corrections with date.

12.3 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.

12.4 Any tender with conditions other than those specified in the tender documents is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

13. SUBMISSION OF BIDS:

13.1 Both the Technical Bid and the Financial Bid are to be separately sealed in closed covers and both covers should be put in one big sealed and closed cover. The Outer Cover should be superscribed as "Tender for Scanning of Pages, DPD, NSSO" addressed to Director & Head of Office, Data Processing Division (Headquarters), Kolkata and sent it by registered post or by speed post or put in the Tender Box so as to reach the Tender by 1500 hrs of 24.11.2014.

13.2 On envelope the name and address of the tenderer must be clearly mentioned & should be properly sealed on all the adjoining sides (with sealing wax/ packing PVC tape). The tenders, which are not submitted, in above mentioned manner will be summarily rejected.

13.3 The tenderer is to ensure the delivery of the bids at the correct address. The Office shall not be held responsible for delivery of bid to the wrong address. Any tender presented in person or otherwise will not be received by the Office after the above-mentioned period.

14. POSTPONEMENT OF TENDER OPENING:

14.1 Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken & communicated to the tenders who have purchased the documents & shall be at least one day before the original date of opening. The postponing the tenders shall be recorded in writing. Such notice of extension of date of opening shall also be put-up on the notice board. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time & venue.

14.2 The Government of India if subsequently, declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in the absence of such notification, the bids will be opened on next working day, time & venue remaining unaltered.

15 LATE BIDS:

15.1 Tender will not be received after the specified time of closing of the tender & the same shall be rejected & returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

16. MODIFICATIONS AND WITHDRAWAL OF BIDS:

16.1 The bidder may modify or withdraw his bid after submission & before opening, provided that the intimation deposited by the bidder in a properly sealed envelope in the Office, before the scheduled time & date for closing of tender.

16.2 No bid shall be modified subsequent to the deadline for submission of bids.

17. BID OPENING AND EVALUATION:

17.1 The Office shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at 1500 Hrs on the due date 25.11.2014. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit a letter of authority to this effect before they are allowed to participate in the bid opening. (A format is given in Section-V)

17.2 One representative for any bidder shall be authorized & permitted to attend the bid opening.

17.3 The bids opening committee shall count the number of bids & assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the Committee members shall initial on the outer envelopes of all the bids with date.

17.4 The envelopes containing the tender offer & not properly sealed, as required vide para 13.2 shall not be opened & shall be rejected out right. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tenders offer shall be recorded on the face of the envelope & all the members of bid opening committee shall initial with date.

17.5 First the outer envelope containing the two envelopes shall be opened, then the Technical bid cover should be opened by the Bid opening committee and shall be initialed on all three envelopes with date.

17.6 The bidders who have submitted proper bid security as per clause 8.1 of tender documents along with the documents as per clause 7.1, shall be examined & recorded by the Tender Opening Committee (TOC). After opening the qualifying bid, all the documents contained there shall be serially numbered & signed by the bid opening committee members. If all technical bid documents are complete as per requirement and acceptable by the TOC, **then only financial bid should be opened.**

17.7 In case there is discrepancy in figures & words in the quote, the same shall be announced in the bid opening, but the quote in word shall prevail.

18. CLARIFICATION OF BIDS BY THE OFFICE:

18.1 To assist in examination, evaluation & comparison of bids, the Office at its discretion ask the bidder for clarification of its bid. The request for its clarification & its response shall be in writing. However, no post-bid clarification at the initiative of the bidder shall be entertained.

19. PRELIMINARY EVALUATIONS:

19.1 The Office will evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed & whether the bids are generally in order.

19.2 If there is discrepancy between words & figures, the amount in words shall prevail. If the contractor does not accept the correction of the errors, his bid shall be rejected.

19.3 Prior to the detailed evaluation, the Office will determine the substantial responsiveness of each bid to the bid documents. For purpose of these clauses, a substantially responsive bid is one, which conforms to all the terms & conditions of the bid documents without deviations. The Office's determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

19.4 A bid, determined as substantially non-responsive will be rejected by the Office and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

19.5 The Office may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

20. CONTACTING THE OFFICE:

20.1 Subject to clause 18.1 no bidder shall try to influence the Office on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.

20.2 Any effort by the bidder to modify his bid or influences the Office in the Office's bid evaluation, bid comparison or the contract award decision, shall result in the rejection of the bid.

21. AWARD OF CONTRACT:

21.1 The tenderer whose tender is responsive and the rate is lowest will be treated as L1 tenderer.

21.2 The Office shall consider award of contract only to those eligible bidders whose offer have been found technically, commercially & financially acceptable.

21.3 The work against the tender is for 3 months requirement & the terms & conditions of this tender shall be operative for a period of 6 months from the date of signing of agreement between the Office & the contractor. The period can be extended by another 1 months or till the new tender is finalized, whichever is earlier with the same terms and conditions.

22. OFFICE'S RIGHT TO VARY QUANTUM OF WORK:

22.1 The Office, at the time of award of the work under the contract, reserve the right to decrease or increase the work by upto 25% of the total quantum of works without any change in the rates or other terms & conditions.

22.2 The actual volume of work will depend on the filled-in schedules received from the field offices, and cannot be subject of dispute.

23. OFFICE'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

23.1 The Office reserves the right to accept or reject any bid & to annual the bidding process & reject all bids, at any time prior to award of contract without assigning any reason what-so-ever & without thereby incurring any liability to the affected bidder on the grounds for the Office's action.

24. ISSUE OF LETTER OF INTENT:

24.1 The issue of letter of intent shall constitute the intention of the Office to enter into the contract with the bidder. Letter of intent will be issued as an offer to the successful bidder.

25. PERFORMANCE SECURITY DEPOSIT:

25.1 Purpose: The Performance Security Deposit (PSD) payable as a guarantee for the satisfactory execution and performance of the contract.

25.2 The successful tenderer shall within 10 days of issue of letter of intent, furnish the full amount of Performance Security Deposit equal to Rs.2,00,000/- (Rupees two lakhs) in the form of Demand Draft drawn in favor of "Pay & Accounts Officer, Ministry of Statistics and Programme Implementation " payable at Kolkata or a bank Guarantee from a commercial bank and enter into an agreement.

25.3 The Security deposit will not bear any interest while in the custody of Data Processing Division (HQ), Kolkata.

25.4 Forfeiture: The Security is liable to be forfeited either in full or in part, if the successful tenderer fails or neglects to perform any of his obligations under the terms and conditions of the tender and work order placed on the contractor.

25.5 Release of Performance Security deposit: The Security Deposit will be released after satisfactory execution of the work orders i.e. after the warranty period.

25.6 The successful tenderer shall send a pre-stamped receipt with a request to get refund of PSD after one month but not later than 8 months from the date of completion of period of validity of contract, subsequently his request for refund of PSD will not be considered.

25.7 SIGNING OF AGREEMENT: The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the Office within a week of submission of security deposit as per clause 25.2 above.

26. FORCE MAJEURE:

26.1 If at any time, during the continuance of this contract, any failure of or delay in the performance in whole or in part by either party or any obligation under this contract shall be prevented from any liability due to cause beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.

27. SCOPE OF WORK AND DELIVERABLES:

27.1 The quantum of work covered under the contract shall be as given under Section-IV.

27.2 Receiving files by the contractor from staff of the sections/departments after counting and entering details in the log register.

27.3 Preparing the files for scanning/ digitization purpose, i.e. removal of tags, pins, etc.

27.4 Scanning Storing the Data in Scanned form with mirroring facility and one additional backup on hard disk drive.

27.5 Indexing the scanned and stored data. Handing over the files back to the section in their original condition.

27.6. Handing over the slotted scanned data on appropriate electronic media to sections and IT Cell.

27.7 Transferring the stored scanned data on the hard disk of section's computers / servers.

27.8 Imparting of adequate training to the staff of this office for
A) archival (scanning and storing) (B) retrieval and printing.

27.9 Full maintenance and support for one year after the completion of the work.

27.10 The software and the methodology to be adopted should ensure seamless integration with the existing workflow system.

28. CONFIDENTIALITY OF FILLED-IN SCHEDULES AND THE DATA:

28.1 The Contractor and the personnel working under him have to maintain confidentiality of information and shall not divulge or disclose to any person, any details of the data , operation process, technical know-how, security arrangements, administrative/ organizational matters in digital or any other format as all information are *confidential/ secret* in nature. The Contractor and the personnel working under him must not keep any back-up or copy in digital form or in hard copy of any part of the data or the filled-in schedules, failing which the Contractor and/or personnel working under him shall be liable to be prosecuted under the prevailing Collection of Statistics Act.

28.2 Failure of the successful bidder to comply with the requirement of clause 27.1 shall constitute sufficient ground for the annulment of the award & forfeiture of the bid security, in which event, the Office may make the award to any other bidder at the discretion of the Office or call for new bids.

29. ASSURANCE OF QUALITY OF SERVICE:

29.1 Vendor should ensure that quality of scanned images are enhanced upto the optimum level and required image enhancement activities like Deskew, Despackle, contrast ratio setting etc. has been done on the documents.

29.2 In case the documents are not legible it'll be the bidder's responsibility to scan the documents on high resolution i.e. 600 dpi or higher.

29.3 In case if documents are not visible then document scanning shall be done in Gray Scale. No extra payment shall be made for the same.

29.4 The competent authority will certify the bills for the satisfactory completion of the job assigned for the concerned quarter for which the bills have been submitted.

30. GENERAL CONDITIONS OF CONTRACT:

30.1 On acceptance of the tender, the successful tenderer should see that each worker is issued with proper identify card. Any change of workers should be intimated to the Joint Director & Head of Office in writing.

30.2 The Agency's personnel shall not claim any benefit from DPD under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the Agency to the office.

30.3 The Office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Agency.

30.4 The successful tenderer should nominate a supervisor who will supervise the working of the workers and furnish the supervisor's full address and telephone no. The supervisor should always be available during the working of the workers and to take instruction as and when required from the Representative of the Office.

31. SUBCONTRACTING:

31.1 The contractor shall not assign, sub-contract or subject the whole or any part of the works covered by the contract, under any circumstances.

32. PAYMENT:

The Office will accept part-Bills for the part of jobs completed. The bill complete in all respects shall be submitted by the contractor before 10th of the month. The Bill has to be certified by the Authorized Officer of DPD for assured quality of service before its processing for payment.

33. PENALTY CLAUSE OF NON-PERFORMANCE:

Consecutive failure in providing service or failure to comply with requirement of clause 27 and 28 and the sub-clauses there under, will result in termination of contract apart from black listing and forfeiture of the Security Deposit. **The remaining work will be done at his risk & cost.**

34. ISSUANCE OF NOTICE:

The ADG(DPD) shall issue show cause notice giving details of lapses, violation of terms & conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take the corrective action. If within definite time contractor fails to take corrective action within the stipulated time frame, the ADG(DPD) shall submit a final notice along with a detailed report to the competent authority who has accepted the contract.

35. TERMINATION OF CONTRACT:

Circumstances of Termination of contract:

Under the following conditions the competent authority may terminate the contract:

- a) Unsatisfactory work.
- b) Fails to carry out the work as specified in the bid document.
- c) If the contractor commits breach of any item of terms & conditions of the contract
- d) If the Contractor suspends or abandoned the execution of work & the ADG(DPD), NSSO comes to conclusion that work could not be carried out.

36. Termination:

36.1 The agreement may be terminated by ADG(DPD) anytime by giving a notice in writing to the tenderer without assigning any reasons thereof and decision to terminate shall be final. The Job works purely temporary and hence the contract may be terminated any time before the expiry of tender if no longer required, delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have such claim for damages against the other in respect of such event may come to an end or cease to exist, & the decision of the Office as to whether the work have been so resumed or not shall be final & conclusive is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

36.2 Provided also that if the contract is terminated under this clause, the Office shall be at liberty to take over from the contractor at a price to be fixed by the Office, which shall be final, all unused, undamaged & acceptable materials, bought out components & stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the Office may deem fit expecting such materials

bought out components & stores as the contracts may with the concurrence of the Office elect to retain.

37. ARBITRATION:

37.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to the **sole arbitrator appointed by ADG, DPD for this purpose**. There will be no objection to any such appointment that arbitrator is Government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government servant he has expressed views on all or any of the matter under dispute.

The award of the arbitrator shall be final & binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever ADG(DPD) shall appoint another person to act as arbitrator in accordance with the terms of the agreement & the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

37.3 The venue of the arbitration proceeding shall be the office of the ADG(DPD), NSSO Kolkata or such other places as the arbitrator may decide..

37.4 The contractor shall at his own cost at the Office's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit of other finding without first consulting the Office.

38. INDEMNITIES:

The Contractor shall at all times hold the Office harmless & indemnify against all action, suits, proceedings, works, cost, damages, charges claims & demands of every nature & descriptions, brought or procured against the Office, its officers & employees & forthwith upon demand & without protest or demur to pay to the Office & all losses & damages & cost (inclusive between attorney & client) & all costs incurred in endorsing this or any other indemnity or security which the Office may now or at any time have relative to the work or the contractor's Obligation or in protection or endorsing its right in any suit on other legal proceeding, charges & expenses & liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the Office or pay to the Office forthwith on demand without protest or demur all cost, charges & expenses & losses & damages otherwise incurred by it in consequences of any claim, damages & actions which may be brought against the Office arising out of or incidental to or in connection with the operation covered by the contractor.

39. SET OFF:

Any sum of money due & payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Office or the Govt. or any other person or persons contracting through the Govt. of India & set off the same against any claim of the Office or Govt. or such other person or person for payment of sum of money arising out of his contract made by the contractor with Office or Govt. or such other person or persons contracting through Govt. of India.

SECTION IV

SCOPE OF WORK & SPECIFICATION

- Documents are available at DPD(HQ), 164, G.L.T. Road, Kolkata 700 108, DPC, Nagpur, DPC, New Delhi, DPC, Giridih. Vendor is required to handle these documents carefully. Documents are to be collected from Sections/ departments of different DPCs and HQ office and required to be counted and entered into the log register before taking to the scanning centre.
- Since some documents are very old and are not in good physical condition, documents are required to be repaired if not in condition fit for scanning.
- It'll be the responsibility of vendor to take care of document's security. In case of loss of any document's appropriate remedy including penalty may be imposed on the vendor for the loss suffered. A committee shall be constituted for assessing the damages and finalizing the appropriate remedial measures.
- Each page shall be serially numbered and shall be counted while giving the documents back.

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 of the documents as supplied to the vendor. The vendor shall strictly comply with the operational processes for implementation of the project.
- iii) 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.
- iv) 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.
- v) 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.
- vi) The files /documents will not be allowed to be removed from space/premises allocated to the firm. Suitable hardware infrastructure/facilities have to be established onsite at the room allocated by the authority to do the Digitization work.
- vii) Under no circumstances, the documents shall be changed, mutilated, destroyed or replaced by some other documents.

viii) Indexing/ Metadata Entry

Vendor has to do the metadata entry as per the requirement of Authority. Indexing parameters shall be decided by the Authority at the time of award of contract.

SECTION V

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender Number

Subject: Authorization for attending bid-opening on -----(date) in the tender of

Following persons are hereby authorized to attend the bid opening for the tender mentioned above:

On Behalf of -----
(Bidder) in order of preference given below:

Order of Preference Name	Specimen	Signatures
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I

II

Alternate Representative

Signature of bidder or
Office authorized to sign the bid
Documents on behalf of the bidder.

Note: 1. One representative will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate Representative will be permitted when regular representative is not able to attend.

Signature of the Tenderer

SECTION VI

(RATE SCHEDULE)

Items	Amount in Rs.
Scanning / Digitisation of Documents, cleaning, cropping and creation of metadata & data entry (charges per 100 pages)	

In words : Rupees

I/ We agree render the services at the above quoted rates during the entire validity period.

Service Tax Registration No.-----PAN/TAN No.-----

Date:

Signature of the Tenderer With seal

Place:

SECTION VII

EMD/PERFORMANCE SECURITY DEPOSIT NOT FORFEITED CERTIFICATE

I hereby declare that I am not BLACK-Listed in any Government of India Tenders in West Bengal or any other state and my EMD/ Security not forfeited in any Government Department Tender.

Place:

Date:

Signature of the Tenderer