

**GOVERNMENT OF INDIA
MINISTRY OF EARTH SCIENCES
Prithvi Bhavan, Lodhi Road,
New Delhi**



सत्यमेव जयते

Tender for

**Scanning/Digitization of Records of Ministry of Earth Sciences,
Prithvi Bhavan, Lodhi Road, New Delhi – 110 003**

MoES/05/04/2012/IT dated 07/01/2017

Last Date and Time of Tender: 31/01/2017 at 02.00 PM

**GOVERNMENT OF INDIA
MINISTRY OF EARTH SCIENCES
Prithvi Bhavan,
Lodhi Road, New Delhi**

website:www.moes.gov.in

**Tender for Scanning/Digitization of Records of Ministry of Earth Sciences,
Prithvi Bhavan, Lodhi Road, New Delhi – 110 003**

Ministry of Earth Sciences (MoES) has its headquarters located at Lodhi Road, New Delhi and is in process of 100% implementation of e-Office for which it desired to scan/digitize all the files/records of various sections of the Ministry.

1. MoES intends to avail the services in this regard from professionally competent and experienced firms for the scanning/digitization of the files/records of various sections of the Ministry. In view of this, MoES invites sealed **ONLINE** tenders in two bid pattern (Technical and Financial) from qualified firms for the scanning/digitization of the files/records of various sections of the Ministry.
2. The volume of the files/records to be scanned/digitized shall be approximately 12,00,000 pages. However, the quantity is subject to variation, as per the actual work available.
 - 2.1. In case of an increase in quantity of pages, it shall be subject to the following conditions:
 - 2.1.1. Quantities operated in excess of 14,00,000 pages but upto 16,00,000 pages, shall be paid at 98% of the rate quoted.
 - 2.1.2. Quantities operated in excess of 16,00,000 pages but upto 18,00,000 pages, shall be paid at 96% of the rate quoted.
 - 2.1.3. Quantities operated in excess of 18,00,000 pages shall be paid at 94% of the rate quoted.
 - 2.1.4. 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 and conditions for any such decrease.
3. The interested bidder(s) has the option of visiting visit MoES premises on working days between 09/01/2017 and 20/01/2017 during office hours (09.30 AM to 05.30 PM) to inspect and understand the work content by seeking prior appointment through e-mail at v.krishnan@nic.in.

4. Scope of Work

4.1. Pre-Scanning Activities/ Conditions

- 4.1.1. Documents are kept in different rooms of the Ministry. The firm selected to perform the work (henceforth called as the 'agency') is required to handle these documents carefully. Documents are to be collected from rooms/shelves, counted and entered into the log register. Further, each file is to be checked for

serial numbering integrity. Any page missing shall also be duly entered into the log register. The documents are to be then taken to the scanning area.

- 4.1.2. Documents shall also be arriving daily through regular dak. After receipt and numbering by the concerned Ministry official, these also are to be taken to the scanning area.
- 4.1.3. Since some documents may be old and not in good physical condition, documents are required to be repaired if not in condition fit for scanning.
- 4.1.4. It shall be the responsibility of the agency to physically transport the documents to and fro the scanning area and take care of the protection and security of documents. In case of loss of any document, appropriate remedy including penalty not exceeding limits as spelt out in section 17 may be imposed on the agency for the loss suffered. Ministry also reserves the right to initiate prosecution under relevant laws for any misconduct.
- 4.1.5. Agency shall ensure that there is no data breach at their end and there is no inappropriate disclosure of information contained in the documents. Agency shall ensure that no digital copy of the files scanned/digitized is available on any media except those in which it is authorized to be. Ministry reserves the right to initiate prosecution under relevant laws for such misconduct.
- 4.1.6. It shall be the absolute responsibility of the agency to ensure that the contents of the digitized documents are an exact replica of the original paper documents. The agency shall authenticate the validity of the digitized documents and be legally responsible for the same. Ministry reserves the right to initiate prosecution under relevant laws, if it is discovered at any stage that the agency has tampered any document with a criminal intent.
- 4.1.7. All scanned/digitized files shall be stamped and duly signed by the agency on the top page as "FILE IS SCANNED/DIGITISED AND DULY RECONSTRUCTED", with the names of the digital files so generated written.
- 4.1.8. For the purpose of this contract, the agency shall set up a high capacity scanner machine that provides for both roll on and flat bed scanning, at the designated place within the premises of the Ministry. Also, suitable trained manpower shall be made available by the agency to operate the machine (within office hours - 09.30 AM to 05.30 PM). Both operation and maintenance of the machine shall be responsibility of the agency, during the currency of the contract.
- 4.1.9. If the performance of the manpower deployed or the downtime of the machine or the type of machine is not seen upto the mark, suitable penalty not exceeding limits as spelt out in section 17 shall be imposed on the agency as also it shall be asked to improve the same immediately.
- 4.1.10. During exigencies, the operation of the machine may be extended beyond regular office hours, in which case the agency shall be informed in advance and it shall have to comply with the instructions given by the designated authority of the Ministry.

4.2. **Scanning Activities**

- 4.2.1. The scanning of the records is to be done in A4/legal/A3 sizes as per the size of the original record at minimum 300 dpi resolution in b/w or color as per requirement/ original document. In case, the visibility of the scanned document is poor, the agency shall ensure that it is scanned at an appropriate higher resolution.
- 4.2.2. For scanning, the records are to be prepared i.e. by removal of tags, pins etc. After scanning, the records are to be assembled exactly in the same form as before.
- 4.2.3. The records are to be scanned as image files. The image files are to be improved, if required, using appropriate licensed software (software to be provided by the agency). The final image records are to be stored as a portable document format (PDF) book on the desktop provided by the department. Agency has to provide licensed software that can create such PDF books. While creating PDF books, the noting and document sides of a file are to be made as separate books. Further, it has to be kept into consideration that the file size of the PDF books is within the allowed limit of e-Office application. If higher in size, PDF book may be required to be split up in smaller sizes. The final PDF books created shall be provided to the concerned section of the Ministry along with the record scanned. The PDF books so generated should be in searchable format and should be indexed in such a way that their retrieval can be done easily.

5. **Period and Cost**

- 5.1. **Period:** The scope of work is envisaged to be completed in a period 12 months. However, all work related to scanning/digitization of existing records is to be completed in 03 months.
- 5.2. **Estimated Cost:** The estimated cost of the work is Rs. 6.60 lakhs.

6. **Pre-qualification Conditions**

- 6.1 Pre-qualification will be based on meeting the minimum criteria regarding the agency's experience and financial position, as demonstrated by the agency's responses in various forms attached along with the Letter of Application (Annexure – A).
- 6.2 The agency must be in scanning/digitization, indexing, storing and providing retrieval facility of records business for atleast last two years and should furnish documentary proof of the same.
- 6.3 The agency must have average annual financial turnover for related works (revenue of the bidder from scanning/digitization work) during the last three financial years ending 31st March 2016 as Rs. 1.98 lakhs. Fill enclosed Annexure – B and furnish documentary proof of the same.

- 6.4 The agency must have direct presence at Delhi NCT Region. Documentary proof of the same needs to be enclosed.
- 6.5 The agency must be registered with Registrar of Companies (or any Registrar depending upon the status of the agency) and with Trade and Taxes/Sales Tax and Service Tax Department. Copies of Certificates of Incorporation, VAT/Sales Tax, Service Tax and PAN must be enclosed.

7 **Sale of Tender**

- 7.1 Tender document containing requirements, terms, conditions and technical specifications etc. can be downloaded from Central Public Procurement Portal (CPP Portal) <http://eprocure.gov.in/eprocure/app>. The tender document can also be downloaded from the Ministry website <http://www.moes.gov.in/>.
- 7.2 **Tender Fee:** Payment would be in Demand Draft/Banker's Cheque (non refundable form) of **Rs. 100/-** (Rupees One Hundred only) in favor of the DDO, Ministry of Earth Sciences payable at New Delhi, from any of the Commercial Banks in India.
- 7.3 Bidder should prepare tender fee as per the above-specified instructions. The original should be posted/couriered/deposited in person to the tender processing section of the Ministry latest by the last date and time of bid submission. No delay on postal/courier etc. will be considered. The details of the Demand Draft/Banker's Cheque, physically sent must tally with the details available in the scanned copy and data entered during bid submission time otherwise the uploaded bid will be rejected. Tender received without tender fee shall be rejected.
- 7.4 Before buying the tender document, bidder should see the document for details of the tender conditions and pre-qualification criteria in their own interest, at the website, which will be available from the date of publication of tender notice in leading newspapers.
8. **Bid Validity:** Bid shall remain valid for 90 days from the date of opening of the tender.

9. **Earnest Money Deposit (EMD)**

- 9.1. An EMD of **Rs. 33,000/-** in the form of Demand Draft/Pay Order/Banker's Cheque/Fixed Deposit Receipt drawn in favor of the DDO, Ministry of Earth Sciences, and payable at New Delhi, from any of the Commercial Banks in India must be submitted along with the technical bid.
- 9.2. Bids not accompanied by EMD shall be rejected as non-responsive.
- 9.3. No interest shall be payable by the Ministry for the sum deposited as EMD.

- 9.4. EMD of the unsuccessful bidders would be returned back within one month of signing of the contract/agreement with the successful bidder or any decision on the tender.
- 9.5. EMD shall be forfeited by the Ministry in the following events:
- (a) If the bid is withdrawn during the validity period.
 - (b) If the bid is varied or modified in a manner not acceptable to the Ministry after opening of bids, during the validity period.
 - (c) If the bidder tries to influence the evaluation process.
 - (d) If the successful bidder fails to sign the contract within the time stipulated by the Ministry during award of Letter of Acceptance.

10. **Performance Guarantee**

- 10.1 On award of the contract, a security deposit of an amount equivalent to 5% of the total contract value, in the form of Bank Guarantee (as per Annexure – G) valid for a period more than two months over the expiry of contract period, from a Commercial Bank in India, shall be deposited with the Ministry towards Performance Guarantee, which shall be refunded within two months of date of expiry/completion of the contract without any interest payable thereon. After depositing the Performance Guarantee and signing of the Contract Agreement, EMD amount would be released to the successful bidder. In the event of the agency failing to comply with any provision of the contract, Performance Guarantee shall stand forfeited.
- 10.2 **Escalation process:** Agency shall provide the escalation process for resolution of the problems associated with running of the contract.

11. **Submission of Bids**

The online submission of bids must be completed before the last date and time. Two separate Demand Draft/Banker's Cheque towards Tender Fees and Earnest Money Deposit (EMD) must reach the tender inviting authority by post/courier or to be dropped in the sealed tender box kept in the Ministry premises latest by the last date and time of bid submission. **Any request for extension of submission date will not be considered.**

The complete tender under 2-bid system is to be submitted online containing the following documents:

11.1 **Technical Bid:**

- 11.1.1 Tender Acceptance Letter as per Annexure – H.
- 11.1.2 Documents as mentioned in pre-qualification conditions.

11.1.3 An instrument as mentioned in clause 9.1 above of **Rs. 33,000/-** in favor of the DDO, Ministry of Earth Sciences, payable at New Delhi, from any of the Commercial Banks in India, as Earnest Money Deposit (EMD).

11.1.4 Bidder should prepare the tender fee as per the above-specified instructions. The original should be posted/couriered/deposited in person to the tender processing section of the Ministry latest by the last date and time of bid submission. No delay on postal/courier etc. will be considered. The details of the Demand Draft /Banker's Cheque, physically sent must tally with the details available in the scanned copy and data entered during bid submission time otherwise the uploaded bid will be rejected. Tender received without tender fee shall be rejected.

11.1.5 Declaration as per Annexure – E.

11.1.6 Bidder will put page number and authorized signature on each page (both side) compulsorily of all the Annexures / Supporting Documents uploaded and in absence of it, the bids are liable to be rejected.

11.2 **Price Bid:**

11.2.1 The duly filled Price Bid as per proforma given in the tender document at Annexure – F would be required to be submitted electronically / online separately under two cover system. **Conditional price bid is liable to be rejected.**

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

11.2.2.1 Quantities operated in excess of 14,00,000 pages but upto 16,00,000 pages, shall be paid at 98% of the rate quoted.

11.2.2.2 Quantities operated in excess of 16,00,000 pages but upto 18,00,000 pages, shall be paid at 96% of the rate quoted.

11.2.2.3 Quantities operated in excess of 18,00,000 pages shall be paid at 94% of the rate quoted.

11.2.2.4 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 and conditions for any such decrease.

11.2.2.5 Applicable TDS (WCT and IT) shall be deducted from the agency's bills.

12. **Opening of Bids**

12.1. Technical Bid will be opened **online** on **01-02-2017 at 02.30 AM** in which the bidders or their representatives can participate. Price Bid will be opened only of

those bidders whose Technical Bid is found to be in order. Such technically qualified bidders shall be intimated about date and time for opening of price bid.

13. **Right to accept any tender and to reject any or all tenders:** The Ministry reserves the right to accept or reject any tender, and/or to annul the bidding process and/or reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Ministry's action.
14. **Subletting:** 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.
15. **Signing and Commencement of Contract:**
 - 15.1. Successful bidder shall be intimated regarding the Ministry's decision to award the contract to it through a Letter of Acceptance (LoA). Should the bidder accept the LoA, it shall be imperative upon it to sign the contract agreement with the Ministry's representative within the time period allowed as per LoA and after fulfilling all conditions of the tender and submission of Performance Guarantee.
 - 15.2. The contract shall come into force as soon as the successful bidder accepts the LoA. The contract can be terminated by giving one-month notice without assigning any reason by the Ministry.
16. **Payment Terms**
 - 16.1. Payment shall be made against Bill/Invoice and shall be released on a quarterly basis on satisfactory performance of the work. No interest will be payable on any delayed payment. All payments shall be made by Electronic Transfer of Funds through RTGS/ NEFT.
 - 16.2. Ministry will deduct applicable TDS (WCT and IT) and other statutory levies, if any, from the payments.
 - 16.3. Taxes/Levies - Sales Tax/VAT or any other tax on materials and Service Tax on services - in respect of this contract shall be payable by the agency and it shall be deemed to have been included in the quote.
 - 16.4. If any further tax or levy is imposed by statute, after the last stipulated date for the receipt of tender, including extensions if any and the agency thereupon necessarily and properly pays such taxes/levies, the agency shall be reimbursed the amount so paid.

17. **Penalty:** Financial penalty shall be imposed in case of a un-excused delay or non-performance or misconduct by the agency during performance of its obligations under the contract.

The aggregate penalty for any reason in all instances together shall not exceed 20% of the value of the contract. Penalty shall be recovered from the pending dues.

18. **Liquidated Damages:** Ministry reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of the agency and excess expenditure incurred on account of this, will be recovered by the Ministry from the security deposit (performance guarantee) or pending bill or by raising a separate claim.

19. **Force Majeure**

- 19.1. Notwithstanding the provisions stated above, agency shall not be liable for forfeiture of its security deposit, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

- 19.2. For purposes of this clause, “Force Majeure” means an event beyond the control of the agency and not involving agency’s fault or negligence and not foreseeable. Such events may include, but are not be limited to, acts of God, wars, revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 19.3. If a “Force Majeure” situation arises, agency shall promptly notify the Ministry in writing of such conditions and the cause thereof. Unless otherwise directed by the Ministry in writing, agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the “Force Majeure” event.

- 19.4. Time for performance of the relative obligation suspended by “Force Majeure” shall then stand extended by the period for which such cause lasts.

20. **Termination of Contract**

- 20.1. The contract may be terminated on any one of the following reasons by giving one month notice by the Ministry:

- 20.1.1. The agency not performing its duties satisfactorily;

20.1.2. For committing breach of contract of any of other terms and conditions of the agreement, on assigning the contract or any part thereof or benefit or interest therein or hereunder by the agency to any third party or subletting whole or part of the contract to any third party.

20.1.3. Foreclosure of contract due to abandonment or reduction in scope of work - If at any time after acceptance of the tender, the Ministry shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Ministry shall give notice in writing to that effect to the agency and the agency shall act accordingly in the matter. The agency shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.

20. **Arbitration:** All disputes or differences arising out or in connection with the contract shall be settled by bilateral discussions. If any dispute cannot be settled by mutual discussions within thirty days an independent arbitrator shall be appointed on consent of both parties. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act 1996 and any of its subsequent amendments. The arbitration proceedings shall be in English and the venue of arbitration shall be New Delhi.

21. **Applicable Law**

21.1 All matters connected with this contract shall be governed by Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at New Delhi.

21.2 No alternative offer shall be considered.

21.3 Ministry reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without assigning any reason.

22. **General Terms and Conditions**

22.1. Any corrigendum/addendum regarding this tender will be available in Central Public Procurement Portal (CPP Portal) <http://eprocure.gov.in/eprocure/app> and Ministry website <http://www.moes.gov.in> only.

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

22.3. The agency shall scan and digitize at least that many pages as, in the opinion of competent authority can be conveniently scanned/digitized every day, in the space made available to the agency for the purpose of scanning and digitization.

22.4. The tender is not transferable.

- 22.5. No advance shall be provided for executing the work.
- 22.6. The rates per page quoted should be all inclusive (hardware/software/manpower). The space, furniture, electricity and desktop/laptop with connectivity will be provided by the Ministry free of charge.
- 22.7. The rates quoted by the bidder should be inclusive of all payments to be made by the bidder to all manpower and all costs toward workmen compensation, PF, insurance etc.
- 22.8. The rates shall remain firm for the period of contract from the date of award and also in case an extension of the work is given to the agency on mutual consent of both parties and at the discretion of the competent authority.
- 22.9. No Sales Tax exemption forms shall be issued by the Ministry to the agency.
- 22.10. The bidders for qualifying the technical eligibility criteria may be required to give a live demonstration of the work.
- 22.11. All work shall be carried out to the entire satisfaction of the supervising personnel of the Ministry. Any work found to be carried out without approval or work, which is considered to be unsatisfactory or of poor quality, shall be rectified by the agency without any additional cost to the Ministry.
- 22.12. The agency shall complete and fulfill all formalities with the statutory authorities having jurisdiction in the area.
- 22.13. The agency shall attend review meetings and all other meetings called by the Ministry.
- 22.14. The agency shall provide fortnightly status/progress report in duplicate. The report shall clearly define all major activities completed during the previous fortnight.

ANNEXURES

LETTER OF APPLICATION

[NOTE: This Letter of Application is to be given on the letter head paper of the Bidder including full postal address, telephone no., fax no., and email address]

To,
The Director (IT)
Ministry of Earth Sciences,
Prithvi Bhavan,
Lodhi Road, New Delhi – 110 003

Sir,

1. Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Bidder") and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby applies for the following:

“Scanning/Digitization of Records of Ministry of Earth Sciences, Prithvi Bhavan, Lodhi Road, New Delhi – 110 003”.

2. Attached to this letter are copies or original documents defining:
 - (a) the Bidder's legal status:
 - (b) the principle place of business; and
 - (c) the place of incorporation (for Bidders who are corporations) or the place of registration and the nationality of the owners (for Bidders who are partnerships or individually-owned firms).
3. Your office and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourself to verify statements, and information provided in this application, or with regard to the resources, experience, and competence of the Bidder.

4. Your office and its authorized representatives, may contact the following persons for further information.

General, Personnel, Technical and Financial Enquiries		
Contact 1	Telephone 1	Email 1
Contact 2	Telephone 2	Email 2

5. This application is made in the full understanding that:
- (a) Bids by pre-qualified Bidders will be subject to verification of all information submitted for pre-qualification at the time of bidding.
 - (b) Your office reserves the right to:
 - Amend the scope and value of the contract/bid. In such event, bids will only be called from pre-qualified Bidders who meet the revised requirements and reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning any reason thereof; and
 - (c) Your office shall not be liable for any such action and shall be under no obligation to inform the Bidder.
6. Appended to this application, we give details of the participation of each party including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the contract, and the responsibilities for execution of the contract.
7. The undersigned declare that statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed
Name
For and on behalf of

GENERAL INFORMATION:

All individual Bidders applying for tender are requested to complete the information in this form. Information to be provided for all owners or Bidders who are partnerships or individually owned firms.

1.	Name of firm:
2.	Head office address:
3.	Registered office address:
4.	Telephone: _____ Contact: _____
5.	Fax: _____ E-mail: _____
6.	Place of incorporation/ _____ Year of incorporation / registration Registration No. _____

STRUCTURE AND ORGANIZATION

1. The Bidder is
 - (a) an individual
 - (b) a proprietary firm
 - (c) a firm in partnership _____
 - (d) a Limited Company or Corporation

2. Attach the Organization Chart

showing the structure of the organization, including the names of the Heads and position of officers

3. Have you ever left the work awarded to you incomplete: (If so, give name of project _____ and reasons for not completing the work)

Seal and Signature of Bidder
(Name and Designation of the authorized signatory)

ANNUAL TURN OVER

FINANCIAL YEAR	ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET (in Rupees)
2013-2014	
2014-2015	
2015-2016*	
Average Annual Turnover	

Note: The above data is to be supported by Audited Balance Sheets.

*If not audited till the date of submission of tender, a certificate from the Chartered Accountant may be submitted, along with un-audited accounts.

Seal and Signature of Bidder
(Name and Designation of the authorized signatory)

ANNEXURE-C**DETAILS OF COMPLETED WORKS OF SIMILAR NATURE****(During last five years ending March 31st 2016)**

S. No.	Work 1	Work 2	Work 3	Work 4	Work 5
Name of the contract					
Name of the client					
Brief Description of the contract					
Date of Start					
Date of Completion as per contract					
Date of actual completion					
Value as per contract (Rs.)					
Value actual (Rs.)					
Remarks (if any)					

Note: Please attach supporting documents for the above furnished information.

Seal and Signature of Bidder
(Name and Designation of the authorized signatory)

ANNEXURE-D

INFRASTRUCTURE AND PERSONNEL CAPABILITIES

S. No.	Details of Hardware Equipment/Software	Specification	Make and Model	Quantity proposed to be deployed for the execution of this contract
Detail of Personnel in the pay role of company to be deployed for the execution of this contract				
S. No.	Name and Address of the Employee	Technical Qualification	Post Held	Date of Employment

Seal and Signature of Bidder
(Name and Designation of the authorized signatory)

DECLARATION

Declaration letter on official letterhead stating the following:

1. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender.
2. We are not blacklisted by any Central/State Government/Public Sector Undertaking/Corporations in India.

Yours faithfully,

Seal and Signature of Bidder
(Name and Designation of the authorized signatory)

PRICE BIDTender Inviting Authority: **Ministry of Earth Sciences**Name of the Work : **Scanning/Digitization of Records of Ministry of Earth Sciences, Prithvi Bhavan,
Lodhi Road, New Delhi - 110003**

Bidder Reference No.

Bidder Name:

(This Price Bid format must not be modified by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected for this tender. Bidders are allowed to enter bidder details and values only)

S. No.	Item	Quantity (Pages)	Unit	Rate per Page (Rs.)	Applicable Taxes/ Levies (Service Tax) (Rs.)	Total Amount Without Taxes (Rs.)	Total Price including Taxes/ Levies (Rs.)
1.	2.	3.	4.	5	6.	7. (3x5)	8. (6+7)
1.	Cost of Scanning/Digitization of Documents as per specifications/ conditions of the tender	12,00,000	No.				
Total in Figures							
Quoted Rates in Words		Rupees _____					

Seal and Signature of Bidder
(Name and Designation of the authorized signatory)

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On stamp paper of appropriate value from any Nationalized Bank)

To,

Ministry of Earth Sciences,
Prithvi Bhavan,
Lodhi Road,
New Delhi – 110 003

Dear Sir,

In consideration of Ministry of Earth Sciences (hereinafter called as the Employer which expression shall include his successor and assigns) having awarded to
..... (hereinafter referred to as the Contractor or Contractors when expression shall wherever the subject of context so permits include its successors and assigns) a contract no. in terms inter-alia, of the MoES's letter no. dated. and the General Conditions of Contract and upon the condition of the Contractor's furnishing security for the performance of the Contractor's obligations and discharge of the Contractor's liability thereunder in connection with the said contract up to a sum of Rs..... (Rupees..... only) amounting to 5 % (Five) percent of the total contract value.

1. We. (hereinafter called the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to the Employer in Rupees forthwith on demand in writing and without protest or demur or any and all moneys anywise payable by the Contractor to the Employer in respect of or in connection with the said contract inclusive of all the Employer's losses and damages and costs (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs. (Rupees.....only).

2. We the Bank further agree that the Employer shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decisions of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done thereunder vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security(ies) now or hereafter held by the Employer and no such dealing(s), reduction(s), increase(s) or other indulgence(s) or arrangement(s) with the Contractor or release or forbearance whatsoever shall absolve the Bank of the failed liability to the Employer hereunder or prejudice the rights of the Employer against the Bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The Bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer of suffered or incurred by the Employer as the case may be and shall be payable by the Bank to the Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising up to and until midnight of.....

8. This guarantee shall be in addition to any other guarantee or security whatsoever that the Employer may now or at any time anywise may have in relation to the Contractor's obligations or liabilities thereunder and/or in connection with the said contract and the Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any security which the Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said Bank hereunder be outstanding or unrealized.
10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
11. We.the said Bank further state that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. (Rupees.....) and this guarantee shall remain in force tilland unless a claim is made on us within three months from that date, that is before all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities thereunder.

Datedday of2016.

For and on behalf of Bank.

Issued Under Seal

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

Date:

To,

The Director (IT),
Ministry of Earth Sciences,
Prithvi Bhavan,
Lodhi Road,
New Delhi – 110 003

Sub: **Acceptance of Terms and Conditions of Tender**

Tender Reference No.: **MoES/05/04/2012/IT dated 07-01-2017**

Name of Tender/Work: Scanning/Digitization of Records of Ministry of Earth Sciences, Lodhi Road, New Delhi – 110 003

Dear Sir/Madam,

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

_____ 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/ organization too have 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/ organization 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,

Seal and Signature of Tenderer
(Name and Designation of the authorized signatory)