

No.28-1/2022-NCM(Lib.)
National Commission for Minorities
Government of India

Block No.3, CGO Complex,
New Delhi-110003
Dated the 28th July, 2022

Notice inviting tender (NIT) for selection of agency for providing scanning and digitization services for Library of the Commission

The National Commission for Minorities (NCM), a statutory body under the administrative control of Ministry of Minority Affairs (MoMA) invites bids from interested firms/companies for providing scanning and digitization services for Library of the NCM.

2. The NIT should accompany refundable bid security of Rs.30,000/- (Rupees thirty thousand only) in the form of Demand draft drawn in favour of "National Commission for Minorities", payable at New Delhi. The NCM reserves the right to reject any/all applications without assigning any reason thereof.
3. The NIT document can be downloaded from the NCM website: www.ncm.nic.in
4. The proposal/tenders complete in all respects addressed to Under Secretary (Admn.), National Commission for Minorities, Block No.3, CGO Complex, New Delhi-110003 should reach by 3:00 p.m. on 16.8.2022. The bids received would be opened on the same day in the presence of bidders at 3:30 p.m.



(Shariq Saeed)
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शारिक सईद / SHARIQ SAEED
अवर सचिव / Under Secretary
राष्ट्रीय अल्पसंख्यक आयोग
NATIONAL COMMISSION FOR MINORITIES
भारत सरकार / Government of India
नई दिल्ली / New Delhi

Notice inviting tender (NIT) for selection of agency for providing scanning and digitization services for Library of the Commission

Section A: Invitation for Bid

Objectives:

To undertake the work of digitization of Library books for the purpose of conservation and restoration of records available on paper. Digitizing the documents using state of art scanning with robust online search and query facilities. There are approximately 17,00,000 pages (likely to increase or decrease) to be scanned.

Eligibility Criteria:

The bidder/ Service Provider should fulfill the following technical specifications and furnish the following documents:

- i. The Registered office or one of the branch offices of the Service Provider should be located in the National Capital Territory of India.
- ii. The Service Provider company should be registered/incorporated as a company under the Indian Companies Act.
- iii. The bidder should have 2 years experience in providing scanning and digitization services in Govt. organizations/PSUs . The bidder shall have experience in digitizing of old and valuable documents.
- iv. The Service Provider shall embody in their offers the best practices, technology, techniques, planning and programming strategies etc. as required in order to achieve the target, progress and prescribed quality standards.
- v. The Service Provider shall have at least 2 successful completion certificates for work of similar nature issued by an institute of repute.
- vi. The Service Provider shall give the details of the infrastructure and technical experts in their organization.
- vii. The Service Provider shall submit affidavit stating that the company has not been blacklisted by any Department/PSU of Govt. of India.

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Section B: Background and Scope of Work

The Library of the National Commission for Minorities is a library inter-alia containing important books on religious Minorities notified by the Government of India.

1. The Collection :

The records of the National Commission for Minorities are in the form of books and bound volumes and accession registers.

2. Sizes : A2, A3, A4, A5, A6, A7 size.

3. Scope of Work:

There are approximately 17,00,000 pages (likely to increase or decrease) to be scanned and digitized. The specifications of the requirements are as follows:

i. Handling of records

The documents identified for scanning are old, delicate, fragile and brittle and need sophisticated handling techniques.

a. Generally binding is not allowed to be taken out as it may damage the documents. However, in some cases where it is absolutely necessary, due care should be taken to remove the binding with prior permission of the designated officer. Rebinding of such documents would be undertaken by the Library.

b. Soft bristled paint brush to be used to wipe away accumulated dust.

ii. Image Quality

a. Resolution- scanning of images will take place at 300 dpi.

b. Bit depth-preferred level of grayscale is 8 bits per pixels.

c. Cover pages of the documents to be scanned in original colour.

iii. Image Enhancement

a. Original raw images shall be saved in Tiff format.



:3:

- b. The raw images would be processed to remove dirt, worm marks, water marks, noise, shadow, scratch etc.
- c. Adjusting brightness and contrast, gamma correction, sharpening, adjusting colours etc.
- d. Loss less compression techniques to be used.
- iv. Manual entry for raw pages.
- v. Proof reading of the scanned images.
- vi. Converting the scanned image in PDF format.
- vii. OCR to convert scanned PDF format into searchable PDF format.
- viii. Compatibility with all electronic devices.
- ix. Image/PDF files should be provided on 3 Portable Hard Disks.
- x. Loading the images/ pages on a server facilitating the search, query and retrieval of the same in online access mode.

Section C: Terms and Conditions

The Service Provider is advised to study the tender document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of all instructions, terms and conditions and required specifications in the tender document with full understanding of its implications. Failure to furnish all information required in the tender document may result in the rejection of the bid.

1. Terms and conditions:

- Proforma should be either typed or written legibly in English. Alterations, if any, in the tender should be attested properly by the authorized person signing the tender document. Overwriting/incomplete/blank clauses in the tender may render it as invalid, at the discretion of the National Commission for Minorities (hereinafter referred to as Commission).



:4:

- Tenders submitted through fax, email or any other manner will not be considered and no correspondence will be entertained in this regard.
- Any additional value added services offered should be described separately.
- Any query for the scope of work would be answered by an email
- The bid would be evaluated on the basis of various criteria. While deciding on the selection, the emphasis will be given on the ability and competence of the applicant to do good quality work within specified time schedule. Hence, Commission shall be under no obligation to accept the lowest bid received in response to this tender notice without assigning any reason whatsoever.
- Decision of the Commission in respect of evaluation of bids and /or award of contract will be final.
- The Commission reserves the right to make any changes in the terms and conditions of the tender.
- The Commission will not be obliged to meet and discuss with any bidder, and/or listen to any representations.
- Any attempt on the part of the Service Provider to negotiate directly or indirectly with any official of the Commission to influence the acceptance of tender by any means shall render his tender liable for exclusion from consideration.
- The Service Provider should start the work immediately from the date of placing the order.

2. Terms of Contract

- The Service Provider must scan the documents in the Commission's Premises only. The space and electricity for the work will be provided by the Commission. Hence, the Service Provider is required to arrange for scanners, computer etc himself as per requirement.



- The Service Provider shall ensure that the scanned material is handed over to the Commission and none of the document is copied/saved on any other hard disk or any other electronic system/device.
- The project has to be completed within 6 months from the date of commencement.
- The Service Provider will have to make arrangements and bear the overhead costs including cost for travelling, halting etc for their personnel and for providing training.
- In case of any problems relating to digitization encountered, the Service Provider will arrange to trouble shoot the same within two days of lodging the complaint.
- The work will be treated as completed on issue of work completion certificate by the Commission, subject to Commission's satisfaction.
- The Service Provider may submit the bill after completion of the work to the satisfaction of the Commission for payment.
- The prices quoted should be in Indian Rupees, firm and not subject to any price escalation and inclusive of all taxes including service tax.
- In pursuance of the provisions of Section 194C of Income Tax Act, it is obligatory upon the Commission to deduct tax at the applicable rate on the amount payable under contract to any person providing service to the Commission. The Commission shall also deduct any other taxes from the bill as may be applicable at the time of making payment. The tax deduction certificate would be issued to the service provider.
- If the applicable tax is not payable by the Service Provider, he may produce the required certificate of exemption from the ITO of the circle.
- The selected Service Provider will have to execute a performance bank guarantee of 10 per cent of the total value of the contract in favor of the Commission.



:6:

- The Performance Bank Guarantee may be discharged by the Commission upon being satisfied that there has been due performance of the obligations of the Supplier under the contract. The Performance Bank Guarantee shall be valid up to a period of 6 months. Subject to the terms and conditions in the performance bank guarantee, on the successful completion of work, the Performance Bank Guarantee will lapse automatically.
- Failure of the service Provider to comply with the above requirements, or failure to enter into a contract within 15 days or within such extended period, as may be specified by the Commission, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.
- All Bank Guarantees shall be by scheduled commercial bank in India and shall be irrevocable and enforceable in India.
- Strict adherence to time schedule in respect of this work is a must. However, in certain unforeseen circumstances, an extension for a further period of a maximum one month would be granted depending upon the need for continuity of the project.

3. Security Deposit :

- i. The Service Provider should enclose a Demand draft for Rs. 30, 000/- (Rupees Thirty Thousand only) in favour of the National Commission for Minorities as Earnest Money Deposit (EMD). Bids without a valid EMD shall be rejected outright.
- ii. In case of service providers whose tender are not considered for placing the order or whose bids are rejected by the Commission the EMD will be refundable without any interest after whole process of selection is complete.
- iii. In case of tenderers whose bid is accepted for placing the order, the EMD will be kept as the Security Deposit till the validity of the project.
- iv. If the successful service provider is not able to complete the work in its totality within the specified period and fulfill its obligations as specified under the contract, the EMD shall be forfeited in full.
- v. No interest will be payable for the EMD



4.Payment Terms:

- i. The Commission does not make any advance payment.
- ii. The Commission will pay the total amount to the service provider after satisfactory completion of work. Payment shall be released only after successful and satisfactory compliance of the quantum and type of work, specified.
- iii. Payment shall be subject to deduction of any amount for which the service provider is liable under the agreement against this contract. Further, all payments shall be made subject to deduction of TDS as per the Income Tax Act 1961 and any other taxes as are applicable from time to time.
- iv. Payment will be made on submission of invoice along with the proof of acceptance.
- v. Liquidated Damages: If the vendor fails to perform its obligations within the stipulated time, the Commission may, at its discretion, resort to any or both of the following:
 - a. Impose liquidated damages at the rate of 1% per month of the total contract value subject to a maximum of 10% of the contract value. The amount of liquidated damages so imposed will be deducted from the bill itself.
 - b. Terminate the contract fully or partly and invoke performance guarantee in the event of breach of obligations and non-correction thereof within a reasonable time.

Force Majeure:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons fire, floods, strikes, lockouts or any other act beyond the control (hereinafter referred to as 'events') of either party, provided notice of happenings of any such event is duly endorsed by the appropriate authorities, is given by party seeking concession to the other as soon as practicable, but within seven days from the date of occurrence and termination thereof and satisfies the party adequate of the measures taken by it, neither party shall by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of each non-performance or delay in



performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

Arbitration:

All disputes or differences of any kind, whatsoever, arising out of or in connection with the Agreement or in discharge of any obligations arising under the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), the Parties to the Agreement shall endeavor to settle such disputes and/or differences amicably. If both the Parties fail to reach such amicable settlement, either Party (the Purchaser or the Vendor) may within 30 days of such failure, give a written notice to the other Party clearly setting out therein the specific dispute/s and/or difference/s, which require to be arbitrated upon. Such dispute/s and/or difference/s shall be referred to a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each Party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings.

The venue of arbitration shall be at New Delhi, India. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time) and rules framed thereunder. Pending reference to arbitration and award thereon, the parties hereto shall make all endeavours to complete the work in all respects.

Jurisdiction of Courts in case of Dispute:

The parties shall be subject to the jurisdiction of the courts at New Delhi to the exclusion of all other courts for all matters and disputes arising from, relating to or concerning the contract.

Section D: Submission of Tender

The offer must be submitted in two separate sealed covers superscripted "Tender for digitization of Library Documents- Technical Bid" and "Tender for digitization of Library Documents- Financial Bid". The covers thus prepared should also indicate clearly the name and address of the tenderer.



Please note that prices should not be indicated in the Technical Bid, if mentioned, bid will be rejected. Proforma should be either typed or written legibly in English. Alterations, if any, in the Tender should be attested properly by the person signing the same. Tenders with alternations which are not authenticated as above may result in rejection of the tender. Overwriting in the Tender may render it as invalid at the discretion of the Department.

The tender submitted by the Service Provider shall contain the following:

i. Technical Bid:

1. Covering letter.
2. Index giving page numbers of all the papers enclosed.
3. Proforma with every detail asked for, with self attested photocopies wherever necessary.
4. Attested copies of certificate of incorporation, PAN, GST, Registration no. of the company etc.
5. The certificate of acceptance of terms and conditions on the company's letter head. The Service Provider should specifically mention that all the terms and conditions described, including the penalty clauses, are unconditionally acceptable.
6. Successful completion certificate issued by an institute of repute.
7. Earnest Money Deposit (EMD): Demand draft for Rs. 30,000/- (Rupees Thirty Thousand only) in favour of the Reserve Bank of India, Mumbai.

Technical Bids of only those Service Providers whose bids are found to be complete in all respects will be considered. On the basis of the given technical parameters, the opened Technical Bids will be evaluated and shortlisted.

ii. Financial Bid:

Financial bids of only those Service Providers who have been shortlisted will be opened on a prescribed date in the presence of Bidder representatives. Financial bids, which are not as per Proforma or incomplete in any respect, shall be rejected summarily.



:10:

1. The prices quoted should be inclusive of necessary delivery and installation charges including applicable taxes.
2. All the prices, technical specifications and other terms and conditions should be valid up to completion of the project.
3. All the prices quoted by the bidder shall be in Indian Rupees, firm and not subject to any price escalation.

The bidder should ensure that they meet all the eligibility criteria. The selection of the Service Provider will strictly be on the basis of infrastructure and competence available with the Service Provider and the previous experience in executing similar kind of work of prescribed volume.

The Commission reserves the right to accept/reject any/all the tenders without assigning any reason and the bidder shall not be entitled to any compensation/claim for not granting of tender.



Certificate of Acceptance of Terms and Conditions (on company letterhead)

Address etc....

Dear Sir

Certified that we have read and understood all the terms and conditions in the Tender Document and that our company/firm, namely, do hereby unconditionally accept all the Terms and Conditions set out in the Tender Document including the penalty clauses therein.

Date:

Place:

Signature of Authorised Signatory

(Name of company/firm)

Seal of Company/firm



Technical Bid

S.No.	Company Details	
*1.	Name of the Service Provider Registration Number & Date of Registration. Current Sales tax/ VAT No. (Enclose copy of certificate)	
2.	Address	
3.	Tel No./Fax/e-mail	
4.	Contact person	
5.	Since how long in this business	
* 6.	List of major clients during the last two years (Number of documents, time taken and value of the project)	
7.	No. of technical professionals	
*8.	Contact details of at least two past clients (enclose successful completion certificate)	
9.	Infrastructure: No. of Server /Computers No. of Scanners	
10.	Service Provider's project methodology pertaining to this project	
11.	Any other information on special features/ added services the Service Provider wishes to submit	

*Please note that documentary evidence is essential.

Certified that the above particulars are true.

Signature of the Authorised Signatory
(Name of company/firm)
Seal of Company

Date:

Place:



Price bid for digitization of Library documents

S.No.	Description of Service	Cost					
		A2 size	A3 size	A4 size	A5 size	A6 size	A7 size
	Rate in Indian Rupees per page for Scanning and indexing inclusive of service tax and all other taxes						

Signature of the Authorised Signatory

(Name of company/firm)

Seal of Company

Date:



Place: