

No. MEA/CPV/11

MINISTRY OF EXTERNAL AFFAIRS
Government of India

CPV DIVISION
Patiala House Annex, Tilak Marg, New Delhi-110001

TENDER NO. MEA/CPV/11

Tender Document

For

Empanelling of Agencies for

CREATION OF IMAGE RETRIEVABLE DATABASE

CONTENTS

Section	Item	Page No.
I	Introduction	3
I.1	Important Dates	4
II	Eligibility Criteria	4
III	Bidding Process	5
III.1	Bid Submission	5
III.2	Earnest Money Deposit	5
III.3	Forfeiture of EMD/Security Deposit	6
III.4	Pre bid meeting	6
III.5	Last date for submission of bids	6
IV	Opening of Bids	7
IV.1	Technical Bid	8
IV.2	Financial Bid	8
IV.3	Evaluation of Bids	8
IV.4	Technical Evaluation	8
IV.5	Financial Evaluation	9
V	Award of Contract (Empanelling)	10
VI	Delivery Schedule	10
VII	Payments	11
VIII	Indemnity	12
IX	Termination of Empanelling	12
IX.1	Termination for Insolvency	12
IX.2	Termination for Default	12
X	Force Majeure	13
XII	Arbitration	14
XIII	General Terms and Conditions	14
XIV	Applicable Law	15
Annex-A1	Technical Details	17
Annex-A2	Abridged Financial Bid	19
Annex-A3	Details of approx estimated quantity of work	21
Annex-A4	PDF/Digital Certificates	24

No. MEA/CPV/11

MINISTRY OF EXTERNAL AFFAIRS (MEA)

TENDER NO. MEA/CPV/11

I. Introduction:

Ministry of External Affairs with its Headquarter at New Delhi, functions abroad through its Missions/Posts (Embassy, High Commission, Consulate) abroad across the globe. The Ministry intends to scan, digitize and index various types of documents at selected Indian Missions/Posts in different geographical regions. The documents are of varying size from A2 to A4 and may be quite old. Execution may involve use of scanners other than the ADF scanners like flat-bed, book-scanner etc. MEA desires to finalize the rates in such a way that the rates for a given region are same for all the selected Missions/Posts in the same region. A list of selected Missions/Posts and an estimated details of documents available for the project is given at Annexure – A3. These estimates are likely to undergo changes at the time of actual project implementation. Even though rates would be taken for all the selected regions, work may be executed only on selected stations as decided by the Ministry from time to time. Ministry may also add additional Missions/Posts in to the list and the empanelled company should be agreeable to do the work at the same rates approved for the region.

1. MEA invites bids for:

Empanelling of Companies for CREATION OF IMAGE RETRIEVABLE DATABASE

The work involves in-house scanning of Printed or Handwritten Documents, Photographs, with necessary formatting and conversion of scanned pages into PDF/JPEG or other standard formats. The final out put has to be submitted in two copies in the form of DVDs in separate files, category wise (passport, visa, OCI etc) region-wise as per the MEA format. Depending on workload MEA may empanel more than one vendor for the job.

2. Vendor(s) shall be selected for providing services defined in the DETAILED FINANCIAL BID, Annexure- A2. The Empanelling shall be for an initial period of two years which can be extended for one more year through mutual consent. The rates finalized through this tender shall remain valid for the period of Empanelling/extended Empanelling.

3. The tender document can be downloaded from MEA website <http://mea.gov.in>. Tender fee of Rs. 5000/- (Five thousand only) is to be remitted through demand draft drawn in favour of Pay & Accounts Officer, Ministry of External Affairs, New Delhi.

I.1 IMPORTANT DATES

Date of Advertisement/Publication	03.06.2011 at MEA website http://mea.gov.in / Newspaper
Availability of Tender Document of MEA website:	03.06.2011
Seek clarification start date	06.06.2011
Seek Clarification end date	13.06.2011
Pre-bid Meeting: (CPV Division,Patiala House, New Delhi)	17.06.2011 at 11:30 Hrs at CPV Division, Patiala House Annexe, New Delhi
Bid Submission End Date	27.06.2011 at 11.30AM at Under Secretary(CPVC), Room No 6, CPV Division, Ministry of External Affairs, Patiala House Annexe, New Delhi-01
Opening of tender Bids(Eligibility &Technical) date:	27.06.2011 upto 15:00 Hrs at Room No 6, CPV Division, Ministry of External Affairs, Patiala House Annexe, New Delhi-01
Financial Bid Opening	To be communicated to technically qualified bidders

II Eligibility Criteria

- a) The bidder's turnover should be more than Rs. Five Crores per year during the last three years viz. 2007-08, 2008-09 and 2009-10. Attach a certificate, in original, from a chartered accountant/ independent auditors.
- b) The bidder must have executed at least ONE job of IMAGE RETRIEVABLE DATABASE in each of the last three years of value more than Rs. 10 lakhs each. Attach copies of the work orders and linked satisfactory performance certificates from a Chartered Accountant/Independent Auditor.
- c) The bidder must have executed onsite scanning projects in foreign country during the last two financial years with minimum of 1 million pages. Attach copies of the work orders and linked satisfactory performance certificates from a chartered accountant/ independent auditor .
- d) Companies based in the countries where Indian Mission/Post is located may also participate in the bidding process.

- e) The bidder must have a Service Tax registration number and PAN number. (Local companies should submit details of local registration in the local country).
- f) Indian companies should have ROC (Registrar of Companies) Registration and Articles of Association (in case of registered firms), bye laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm). Local companies should have suitable certificates of Registration in respective countries.
- g) The bidder should neither have been blacklisted by any central/state government department in the last three years nor should have any litigation pending with any of the government departments. (Attach self certificate with details of case, if any litigation).

Documents in support of the above eligibility conditions must be attached with the technical bid of the tender document.

III Bidding Process

III.1 Bid Submission

- a. Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.
- b. All the bids must be valid for a period of 120 days from the date of tender opening for placing the initial order. However, the rates should be valid for the initial/extended period of Empanelling from the date of Empanelling. No request will be considered for price revision during the Empanelling (contract) period. If necessary, MEA will seek extension in the bid validity period beyond 120 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

III.2. a. Earnest Money Deposit and Tender Fee.

Two separate drafts amounting to Rs. 5,00,000 (Rs. Five hundred thousand only) and Rs.5000 (Rupees Five thousand only) towards EMD and tender fee respectively, drawn on a scheduled commercial bank and payable to Pay and Accounts Officer, Ministry of External Affairs, N. Delhi should be placed in an envelope. The amount for foreign countries would be US\$ 11,110(US Dollar Eleven thousand one hundred and ten) towards EMD and US\$ 110/-(US Dollar One hundred and ten only) towards Tender fee.

b. TECHNICAL BID – Annexure- A1 along with the envelop containing Tender fee and EMD Drafts shall be sealed in an envelop (Envelop I). The envelope should be sealed and superscribed “Technical Bid for MEA tender for Empanelling of Companies for CREATION OF IMAGE RETRIEVABLE DATABASE” and submitted before the due date and time specified. The envelope should be addressed to the Joint Secretary (PSP) & CPO, CPV Division, MEA, Patiala House Annexe, Tilak Marg, New Delhi-110001 and submitted at MEA, N. Delhi office before the due date and time specified. The EMD of unsuccessful bidders shall be returned without interest after finalization of the tender.

FINANCIAL BID – Annexure – A2 has to be sealed in an envelope (Envelop II) of the financial bid superscribed “Financial Bid for MEA tender for Empanelling of Companies for CREATION OF IMAGE RETRIEVABLE DATABASE” and submitted before the due date and time specified.

The two envelopes (Envelop I and Envelop II) containing (i) Technical Bid and (ii) Financial Bid should be put in an Envelop addressed to Joint Secretary (PSP) & CPO, CPV Division, MEA, Patiala House Annexe, Tilak Marg, New Delhi-110001 superscribed “MEA tender for Empanelling of Companies for CREATION OF IMAGE RETRIEVABLE DATABASE” and submitted before due date and time specified. In case a vendor fails to submit the bid by the due date and time, the bid shall not be considered.

III.3 Forfeiture of Earnest Money Deposit/Security Deposit

The Earnest Money Deposit can be forfeited if a Bidder

- Withdraws its bid during the period of bid validity.
- Does not accept the correction of errors.
- In case of the successful Bidder fails to sign the contract within the stipulated time.

III.4 Pre bid Enquiries

The bidders may send their queries to the Joint Secretary (PSP & CPO), Ministry of External Affairs, Patiala House , New Delhi by due date and time specified in I.1. Queries received, from the bidders, shall be discussed internally and amendments/ corrections/ clarifications, if any, shall be published on MEA website. The queries can be sent through **email at jscpo@mea.gov.in and uscpsc@mea.gov.in or faxed on 23071370.**

III.5 Last date for submission of bids

- a. Bids, complete in all respects, must be submitted within due date and time. In the event of the specified date for the submission of Bids is declared a holiday, the Bids can be submitted up to the appointed time on the next working day for which MEA will make necessary provisions.
- b. MEA may, at its own discretion, extend the date for submission of bids. In such a case all rights and obligations of MEA and the Bidders shall be applicable to the extended time frame.
- c. MEA will not be responsible for any delay on the part of bidders in obtaining the tender document or submission of bid documents before the due date and time of submission.
- d. The offers submitted as documents, by telex/telegram/fax/Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.
- e. At any time prior to the last date for receipt of bids, MEA, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment. The amendment, if any, will be notified on MEA website and should be taken into consideration by the prospective bidders while preparing their bids.
- f. In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, MEA may, at its discretion, extend the last date for the receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.
- g. The bidders will bear all costs associated with the preparation and submission of their bids. MEA will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
- h. Printed terms and conditions of the bidders, will not be considered as forming part of their bid. In case terms and conditions of the tender document are not acceptable to any bidder, they should clearly specify the deviations in their bids.

Technical Specifications:

Scanning/ Digitization work has to be carried out at the respective Indian Mission/Post where-in all infrastructure/ manpower shall belong to bidder. Scanning/ Digitization work of Passport, Visa, OCI, PIO etc shall be carried out with the following job specifications:-

- Job1: Scanning one page of size A3/A4 with 200 DPI.
- Job2: Scanning one page of size A2 with 200 DPI.
- Job3: Scanning of one passport size colored photograph and/or Signature with 200 DPI.
- Job4: Entering meta data of about 300 Character (pertaining to each case) with 100% accuracy.
- Job5: OCR / ICR of one Page of scanned Image
- Job6: Creation of PDF with digital certificate as per specification given in Annexure-A4

Rates to be given for each job separately.

N.B. The vendor should ensure that all the staff members deployed at respective Indian Mission are security cleared.

IV Opening of Bids

IV.1 Technical Bid

- a. MEA shall convene the bid opening session on duly notified date and time specified in I.1 where a maximum of two representatives from a bidder, who have submitted the bid, can participate.
- b. Technical Bid of only those bidders shall be opened whose tender fee and EMD draft are found to be in order and have not withdrawn their bids.

IV.2 Financial Bid

- a. Financial bid (Annexure- A2) of only the technically qualified agencies shall be opened on a date and time duly notified in I.1 , in the presence to bidders' representatives (only two per bidder) who chose to remain present.
- b. From the rates quoted in Annexure- A2, L1 bidder will be identified region-wise as stated in the FINANCIAL BID.
- c. A bidder may quote for one region or more regions.

IV.3 Evaluation of bids

- a. When deemed necessary, MEA may seek clarifications on any aspect of the bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their bid has been accepted.
- b. MEA may waive any minor informality or non-conformity in a bid, provided such waiver does not prejudice or affect the relative ranking of any other bidder.
- c. Any effort by a bidder to influence MEA's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.
- d. MEA reserves the right to accept any bid or to cancel/abort the Tender process and reject all bids at any time without assigning any reasons.

IV.4 Technical Evaluation

- a. The technical bids will be evaluated to examine the eligibility of the bidders as per the tender specifications. Bids, not satisfying the eligibility criteria will be rejected.

However, the MEA reserves the right to call for additional information from the bidders to fully establish their eligibility. Such information should be submitted within the time frame set aside by the MEA otherwise the bid may not be considered for further evaluation. In case of bidder bidding as a Consortium, all the relevant information relating to the associated companies should be furnished.

- b. Subsequently, the MEA would examine the technical details and may ask for additional information and may call the eligible bidders for a presentation of the projects handled by them and quoted in their bids. The time limit, in which the bidders' have to submit the additional information or present their projects, will be decided by the MEA and its decision will be final in this regard. The bidders shall also assist the MEA in getting relevant information from the bidders' references. Bidders failing to adhere to the specified time limit will not be considered for further evaluation.

- c. The MEA may ask the bidders to scan sample documents at the bidders' premises. The output will be kept in sealed covers. MEA will evaluate the sample documents output quality as part of technical evaluation.

- d. For successful completion of job with in stipulated time minimum infrastructure required at

every site will be minimum of two Scanners of speed 50 ppm or higher, duplex, color, upto A3 size, minimum of five Pentium computers, one Book scanner and one laser printer A4 size to be installed by the bidder. The bidders will have to attach a flowchart/Steps on how the job will be executed by them.

e. If at any point of time it is found that the certificate/ documents submitted are not correct, the bid shall be rejected straightaway.

IV.5 Financial Evaluation

- a. Bidders have to quote rates for all categories/constituent items mentioned in DETAILED FINANCIAL BID (Annexure- A2). In case rates for any of the constituent items of Annexure- A2 for a region are not quoted, the bid will be rejected outright. The rates for all the jobs in a particular region has to be quoted and in case not quoted then it will not be considered and will be rejected .
- b. L1 bidder shall be the one quoting least value in Annexure- A2 region wise. In case more than one bidder quote the same value of X, then the bidder having the maximum combined turnover as per item (f) of the Technical Bid will be reckoned as L1. A list of L1, L2.....will be prepared.
- c. Having identified L1 bidder, the Detailed Financial Bid of only L1 bidder shall be opened. The rates quoted by L1 bidder in Annexure – A2 shall be accepted as the tender rates (for this tender).
- d. MEA shall have option to create a panel of more than one bidder(s) for which next bidder would be asked to match the L1 rates. If L2 agrees they are considered for empanelling otherwise the opportunity will be extended to L3 and so on. In case none of the L2, L3....agree to match L1 rates then L1 alone shall be on the panel.**
- e. The quoted rates should be inclusive of all statutory levies and transportation to and fro the Indian Missions /client's location. The selected bidders have to scan the documents which may be in the form of loose sheets or books or bound volumes. At the end of the job, the bidders need to return the documents in their original shape.
- f. Service tax, as applicable from time to time, will be payable extra.

V Award of Contract (Empanelling)

- a. The selected company(ies) (service providers) will be asked by MEA to sign a contract. The bidders shall sign the contract within 7 days of such communication from MEA. Failing which the offer will be treated as withdrawn and EMD forfeited.
- b. The empanelment will be for an initial period of two years from the date of signing the

contract. Depending on the project requirements, MEA may extend the period of Empanelling for additional one year through mutual consent. The empanelled service providers will have to renew/re-submit the security deposit for the extended period of Empanelling.

- b. The selected service provider(s) will give Performance guarantee of equal to 5% of the contract value in the form of Bank Guarantee from a scheduled bank for the duration of the contract or extended period, if any, in favour of Joint Secretary(PSP &CPO),CPV Division, Ministry of External Affairs, New Delhi having validity beyond sixty days of stipulated contract period or extended contract period.
- d. The incidental expenses of execution of agreement/contract, if any, shall be borne by the Service Provider (s).
- e. The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions by the Service Provider (s) will entail termination of the contract without prejudice to the rights of the MEA. In addition, MEA shall be free to forfeit the EMD/Performance guarantee and getting the assigned work done from alternate sources at the risk and cost of the defaulting Service Provider (s).

VI Delivery schedule

- a. The empanelled Service Provider (s) shall start the work within (30) thirty days of the issue of the work order by MEA. MEA shall not be responsible for any delay in transportation of any material/ equipment/ manpower for the execution of the project.
- b. MEA/ Indian Mission shall nominate its officer for the purpose of taking over/ handing over of files and data etc.
- c. The Service Provider (s) shall handover all the material to user in good condition after completion of scanning/ digitization. Indian Mission shall provide adequate appropriate space for processing job. However, if extra space is required Service Provider (s) may hire the space outside the Indian Mission after prior permission from the concerned Indian Mission for which no additional payment is payable by MEA. For security reasons no files will be allowed to be taken out physically or digitally outside the Mission. All processing will have to be done at missions appointed centre.
- d. The Service Provider (s) would submit the output on two sets of DVD as per the format given by MEA. However, Service Provider is also liable to submit more than two sets for which media shall be provided by MEA.
- e. The original documents / photographs or any other material given to Service Provider (s) for digitization or any other requirement should be handled with utmost care. The originals given to Service Provider (s) should be returned without any damage. Protecting the sanity of originals is complete responsibility of the Service Provider (s). Any damage to the originals

will invite penalties as decided by MEA and recoverable from the negligent bidder. The Service Provider is required to sign non-disclosure agreement with MEA/ Indian Mission for information in the documents handed over for scanning.

- f. The schedule of work completion will be based on average of 10000 pages per day for 4 weeks from the date of handover of the documents by the Indian Mission. However, depending on the job volumes the time limit can be curtailed or extended. Any delay in work completion beyond the schedule given in the work order shall attract a penalty of one percent (1%) per day of the work order value for upto 10 days. Beyond 10 days MEA will be free to cancel the work order and get the balance work executed through alternate sources at the cost and risk of the defaulting Service Provider (s). Work order cancellation charges amounting to 10% of the value of the work order will also be applicable which will be realized from the pending bills or by raising claims or from the Performance Guarantee.
- g. If at any time during performance of the Contract, the selected Service Provider (s) should encounter conditions impeding timely performance of Services, the selected Service Provider (s) shall promptly notify the MEA/ Indian Mission in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the selected Service Provider (s)'s notice, MEA shall evaluate the situation and may at its discretion extend the time for performance in writing.
- h. If the quality of work executed doesn't conform to the work order specifications the bidder will have to undertake it again until it meets the specifications. However, the delay shall be penalized as per clause (e) above. If a Service Provider's performance is repeatedly not upto the standard, the contract shall be terminated and Performance guarantee shall be forfeited.
- i. As staff need to work in the embassy premises of the respective mission for the said work, they should have proper security clearance from appropriate authority advised by MEA in India.

VII Payments

- a. 100% payment will be processed for short term jobs, of up to one month, on job completion. However, for long term jobs, 90% payment for the work completed on a monthly/quarterly basis will be processed. All payments will be processed on production of satisfactory job completion certificate by MEA or its authorized representative. Balance 10% of the payment will be released on completion of 90 days from completion of work.
- b. Payments will be processed on submission of pre-receipted bills in triplicate in the name of Ministry of External Affairs. All payments will be made subject to deduction of TDS (Tax Deduction at Source) as per Income-Tax Act 1961 and other taxes, if any, as per Government of India rules. The payments made to local companies by Indian Missions/Posts to foreign companies shall be tax free in terms of existing international regulations, if any, on the subject.

- c. No advance payment shall be made under any circumstances.
- d. Payment to Indian companies shall be in Indian Rupees only. Payment to local companies will be in the US Dollar through the Indian Mission/Post.
- d. The payments will be processed within 45 days of submission of bills and other documents complete in all respect.

VIII INDEMNITY

- a. The empanelled Service Provider (s) will indemnify MEA and Indian Mission for all legal obligations of its manpower/ infrastructure/ software deployed for the project.
- b. MEA and Indian Mission shall also stand absolved of any liability on account of death or injury sustained by the Service Provider (s) staff during the performance of this Empanelling and also for any damages or compensation due to any dispute arising out of any reason.
- c. MEA/Indian Mission will not be responsible for any violation of IPRs by the empanelled Service Provider (s) in the discharge of work assigned.

IX Termination of Empanelment

IX.1 Termination for Insolvency

MEA/Mission may at any time terminate the work order / contract by giving written notice of four weeks to the Service Provider , without any compensation to the Service Provider , if the Service Provider becomes bankrupt or otherwise insolvent.

IX.2 Termination for default

- a. Default is said to have occurred
 - If the Service Provider (s) fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by MEA.
 - If the Service Provider (s) fails to perform any other obligation(s) under the contract / work order.
- b. If the Service Provider (s), in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from MEA (or takes longer period in spite of what MEA may authorize in writing), MEA may terminate the contract / work order in whole or in part. In addition to above, MEA may at its discretion also take the following actions

- MEA may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other Service Provider and the defaulting Service Provider will be liable to compensate MEA for any extra expenditure involved towards support service to complete the scope of work totally.

X Force Majeure

- a. Force majeure clause will mean and be limited to the following in the execution of the contract / purchase orders placed by MEA :-
 - o War / hostilities.
 - o Riot or Civil commotion.
 - o Earthquake, flood, tempest, lightning or other natural physical disaster.
 - o Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.
- b. The agency will advise MEA in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, MEA reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

XI Arbitration

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

XII General Terms & Conditions

- a. As staff need to work in embassy premises of the respective mission for the said work, they should have proper security clearance from appropriate authority advised by MEA in India.
- b. The Service Provider shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting

standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Service Provider (s) shall always act, in respect of any matter relating to this Contract, as faithful advisors to MEA and shall, at all times, support and safeguard MEA's legitimate interests in any dealings with Third parties.

c. MEA reserves the right to assess the performance of the Service Provider prior to commencement or in between the work progress. The Service provider has to place the latest automatic scanning equipments and ensure that minimum scanning of 10000 pages/day is done. The assessment may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc. MEA reserves the right to cancel the work order assigned to the Service Provider at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the work order is cancelled then the costs incurred will be born by the Service Provider and under no circumstances the Service Provider shall be eligible for any payment or damages from the MEA.

d. The Service Provider shall not, without MEA/ Indian Mission's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample of information furnished by or on behalf of MEA in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract.

e. The selected Service Provider or his employees will not disclose the content of documents given for scanning or archiving, the details MEA/ Indian Mission infrastructure, to any person.

f. The selected Service Provider shall indemnify the MEA against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof.

g. The Service Provider shall not outsource the works assigned to him. This violation will attract forfeiture of EMD/Performance Guarantee and cancellation of work order. The cost incurred on executing the work order through alternate sources will also be recovered from the outstanding bills or by raising claims.

h. If the selected Service Provider is not able to fulfill its obligations under the contract, which includes non completion of the work, MEA reserves the right to select another bidder to accomplish the work. Any costs, damages etc. resulting out of the same shall have to be born by the selected Service Provider(s).

XIV Applicable Law

The work order will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

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

XV Non disclosure agreement

The service provider shall sign a non disclosure agreement with MEA.

XVI Security clearance of vendor/s and their employees

The Ministry of External Affairs/Mission shall obtain security clearance of the Vendors and their employees before commencement of the work, and selected vendor/s shall furnish necessary particulars and comply with Ministry's instructions.

XVII Jurisdiction of Court

Only Indian courts shall have jurisdiction in case of any disputes arising on the award and execution of the Project.

TECHNICAL DETAILS

- a) Name of the Bidder:
- b) Incorporated as _____ in year _____ at _____
(State Sole Proprietor, Partnership, Private Limited or Limited Firm)
- c) Whether any Legal/Arbitration/proceeding is instituted the Bidder or the Bidder has lodged any claim in connection with works carried out by them. If yes, please give details.
- d) Whether the bidder complies with the requirement of Registration under the Contract Labour (Regulation and Abolition) Act : Yes/No
- e) Bidder's profile Address

Name of the top executive with designation :

Telephone No :

E-mail address :

Service Tax No :

Sales Tax No :

PAN :

- f) Turnover of Bidder during the last three years in excess of Rs. Five crores :

Year /Turnover	2007-08(A)	2008-09 (B)	2009-10 (C)	Turnover (A+B+C)
In Rs. Crores				

g) Turnover from scanning, digitizing and OCR/ICR work in excess of Rs. 10 lakhs :

Year /Turnover	2007-08 (A)	2008-09 (B)	2009-10 (C)	Turnover (A+B+C)
In Rs. Crores				

S.No.	Year	Name of the client with address and Country, phone no. and emailID	Project Cost (in Rs. lakhs)	Project Pages (Millions)	Project Start/ completion date	h) List of scan ning, digit izing
1						
2						

and Indexing work projects in Foreign country in last two years:

i) EMD Details

Particulars	Amount (Rs)	Draft No	Date	Bank	Branch
EMD and Tender Fee	Rs 5,00,000 Rs 5000				

Documents in support of the above may be furnished with page numbers indicated in the index. Please use separate sheets wherever necessary.

Date :
Place :

Signature with stamp

Name

FINANCIAL BID

1. To be filled-In Indian Rupees (INR) only (for Indian tenderers and for local firms rates to be quoted in USD).
2. To be quoted per 100 pages.
3. Rate should be given for each job separately.
4. Bidder should opt for one region or more; however bid submitted for a particular country/countries will be summarily rejected.

Sl No	Job Spec /Continent	Job1 Rate (a)	Job2 Rate (b)	Job3 Rate (c)	Job4 Rate (d)	Job5 Rate (e)	Job6 Rate (f)	Total (X)
1	Asia (excluding middle east) including Gulf							
2	Europe							
3	Africa and middle east							
4	North and South America							
5	Australia							
6	Rest of the world Carribean etc and other countries which do not fall in above list							

$$X = [a + b + c + d + e + f] / 6 = \text{Indian Rs. } \underline{\hspace{2cm}} / \text{USD (for foreign firms)} \underline{\hspace{2cm}}$$

The quoted rates should be all inclusive like all statutory levies, transportation, re-arranging, stapling - de stapling, rebinding of the documents etc. The empanelled bidders have to scan the documents which may be in the form of loose sheets, files, registers. At the end of the job, the bidders need to return the documents in their original shape. This may attract rebinding etc.

1. There shall be separate L1 bidder for each region.
2. L1 bidder shall be the one quoting least value of X. In case more than one bidder quoted the same value of X then the bidder having the maximum combined turnover mentioned in

the Technical Bid will be reckoned as L1. A list of L1, L2.....will be prepared.

3. Having identified L1 bidder, MEA may ask L2 bidder to match the L1 rates for the purpose of making the Empanelling for a particular continent.
4. Job includes taking over documents, arranging/ de stapling etc/ scanning/ verification - validation/ meta data entry, handing over and finally supplying the contents in the DVD media. Jobs Specifications mentioned in the commercial bid are as follows:-

Job1: Scanning one page of size A3/A4 with 200 DPI.

Job2: Scanning one page of size A2 with 200 DPI.

Job3: Scanning of one passport size colored photograph and/or Signature with 200DPI.

Job4: Entering meta data of about 300 Character (pertaining to each case) with 100% accuracy.

Job5: OCR / ICR of one Page of scanned Image

Job6: Image conversion to PDF format and affixing digital signature on scanned documents

Date:
Place:

Signature with Stamp
Name

Annexure-A3

1. EUROPE	
Mission / Post	Total pages (Approx)
Berlin	1174196
Berne	2641654
Birmingham	1740064
Brussels	1153862
Copenhagen	418004
Dublin	428174
Edinburgh	296252
Frankfurt	1031000
Geneva, CGI&PMI	664518
Hamburg	716083
Helsinki	610200
Lisbon	1037536
London	20854594
Madrid	966028
Munich	1337500
Oslo	1319054
Paris (EI&PDI)	1216828
Rome	2269059
Vienna	337600
2. AMS	

Chicago	4168000
Houston	3312909
New York(CGI)	5636262
San Francisco	10318610
Toronto	216056
Vancouver	1210857
Washington	6418915
3. GULF	
Abu Dhabi	10716000
Bahrain	1904900
Doha	922040
Dubai	12116814
Jeddah	3496500
Kuwait	5097164
Muscat	4485135
Riyadh	13027492
4.SOUTH / EAST	
Bangkok	2827570
Hong Kong	1670463
Kuala Lumpur	3440466
Melbourne	1735615
Sydney	2078687
Wellington	651370

The PDF's should comply with the following specifications:

1. PDF/A format (ISO 19005-1:2005)
2. The compressed PDF files created for viewing should also be 50-80% compressed as compared to standard CCITT G4/JPEG compression (in TIFF/JPEG/PDF file format) for Mono/Color/Grey scale images retaining Searchability, good view and print quality
3. In case of images with printed English text, the output PDF document should be searchable. In this case the PDF should also be reflowable such that the text readjusts itself on the basis of the size of the screen. PDF should have live fonts without compromising on look and feel of original scanned image.
4. Searchable PDF should be created in one single step by processing the input image file thus ensuring that there is no intermediate manipulation of content is possible
5. Should be enabled for interactive use (applying digital signatures, annotations, comments) with free Adobe Reader ver. 6.0/7.0/8.0/9.0
6. PDF/A should be digitally signed (using available digital signature in batch mode). Also it should be possible to digitally sign these PDF files using free Adobe Reader
7. Security features for the required output PDFs - All these security features should be applied to PDFs in a single step while creating the PDF files:
 - a. Password protected
 - b. Certificate protected
 - c. FIPS-140 compliant AES-256 encryption
 - d. Digital signature, and secure Time-stamping
 - e. Print-disabled
 - f. Policy-protected
 - i. It should be possible to apply persistent and dynamic policies that help maintain confidentiality and control use of PDFs even when these PDFs go out of EDMS

ii. One should be able to change usage rights for a PDF, even after the file is distributed to users outside the EDMS

iii. One should be able to create a short-term offline access to PDF by adding an expiration date after which the document can no longer be opened even when it is outside EDMS

iv. It should be possible to apply dynamic watermark on these PDFs (in one step while creation) based on the policy used to create the PDF

8. Automated Meta data insertion in the PDF files - Metadata available in any format such as XML, CSV, MS-Excel or text file should be inserted into the PDF file in a single step during the creation of the PDF file itself
