

**CENTRAL INFORMATION COMMISSION**

**BLOCK IV, 5<sup>TH</sup> FLOOR,  
OLD JNU CAMPUS,  
NEW DELHI-110067**

**TENDER DOCUMENT**

**REQUEST FOR PROPOSAL**

For

**Scanning, Digitization of Documents/Files along  
with software facility for Search and Retrieval of  
data and Scanned Images**

**Proposed by : Central Information Commission**

*(Date of publishing tender:- ,2006)*

## **SECTION I**

### **Invitation for Bids**

**1. This invitation for Bids is to**

(i) Get all the documents/files (after removing duplicate/extra copies) created since inception of the Commission scanned, stored and indexed on DVDs.

(ii) Get data of these documents/files converted into digital form, and assign file number given on the file or record. The digital format should be accessible, searchable on any portion of the following items singly or jointly :

1. A file number/registration number assigned.
2. Name of appellant.
3. Name of CPIO/Appellate Authority/Public Authority.
4. Any key word.

Wherever possible the Scanned image will be converted into MSWORD document for ease of its import and further usage in Commission.

(iii) The Bidder will also scan the daily dak received in the Commission at the rates quoted in the tender in the best suited manner to the Commission. These rates shall remain valid till December 31, 2007.

2. The Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
3. Sealed offers are invited from the Bidders meeting prescribed criterion listed in Section II.
4. The Bidder must be either a firm registered under the Indian Partnership Act or a company registered under the Indian Companies Act, 1956 or a consortium of a firm or a company. In case of consortium the lead entity must satisfy all the Pre-qualifications of Tenderer.
5. The Tender comprises of two bid systems. The Technical Bid and Financial Bid. Bidders should submit offers in two sealed envelopes, of which one will be superscribed as 'Technical Bid' and other will be superscribed as 'Financial Bid'. The Technical Bid will consist of a draft of Rs. 500/- as bid processing fee and a bid security amount of Rs. 50,000/- in a bank draft drawn in favour of P&AO, DPAR, New Delhi. It will also contain details to satisfy the eligibility of the Bidder. The Bidder, at his/her cost, can be asked to make presentation before the authorized person of the Commission to satisfy the technical capacity to handle the work.

The financial bids of all those Bidders who qualify in Technical Bids will be opened where the qualified Bidders may remain present. In the Financial Bid, the Bidder need to specify their rate for scanning each document and for the software (if any) required for accessing the documents as explained above in para 1.

**6. Period for completion of work**

Expected workload for the files and documents may exceed **50000-60000 pages** and the work is to commence within 10 days of award of work order and scanning of files containing documents disposed of upto 30/11/2006 are to be completed within four months from the date of final award of the tender. The scanning of dak received in the Commission will be started within 5 working days of award of the work. Once scanning of files created containing documents upto 30/11/2006 is completed, the exercise of scanning will continue for such files disposed of on day to day basis at the rates finalized as per this tender. The Bidder will be required to setup hardware including local computer network (if required) in the Commission with trained manpower for scanning the above distributed work.

7. The Bidders would have to quote the rate in Rs/paise for each single page considering the total **scope of work** on end to end solution basis .Expected work load of papers is as per para 6 above. Tender would be only on end to end solution basis. It would not be split cost of software (if any) required for access the scanned documents or converting it into MS Word format as indicted in para 1 may be given separately.
8. Eligible Bidders could be called upon at their cost to demonstrate technical qualification with live testing of the complete workflow of expected workload of one day.
9. Tendering authority is not bound to accept the lowest Tender and may reject any part of the Tender without assigning any reason thereof.
10. The Bidders will ensure that their machines are serviced periodically and upgraded to meet the requirement of the commission. In case, the Bidder fails to provide service for any reason, including force measure, the Commission will be at liberty to get its work done from any other firm. The Bidder shall bear the extra expenses that the Commission has to bear on such contingency.
11. The Bidder will give indemnity to the Commission for any violation of copyrights or intellectual property rights for the software used for completing the task assigned.

**12. Inputs to be provided by the Commission**

1. Files bearing appeal numbers/complaint numbers or file numbers having details of name of appellant, name of CPIO/Appellate Authority/Public Authority.
2. Guidance on the software to be prepared for searching documents.

3. Space for installing scanner and the computer by the Bidder for completing the task on the site along with the connection for electrical supply available in the Central Information Commission. The Bidder would be allowed to access to the office of the Commission during the working hours. In case, he wants to work beyond the office hours, he may have to bear the expenditure for running the office beyond the working hours in terms of overtime to Ministerial staff to keep the office open in the extra time that he requires.

### **13. Final outputs that will be required**

Bidder is expected to provide two DVD copies of the scanned images of documents of files disposed in the Commission and documents received as daily dak of the Commission along with a software to search the documents and convert it into MS Word as explained in para 1 of Section 1. Each DVD shall contain a MS Word file containing a list of files giving file number, name of appellant and details of Public Information Officer and Appellate Authority and other relevant information.

### **14. Bidding and selection process**

A selection of the Bidder will be selected on two stage evaluation process :

- a. Technical evaluation and
- b. Financial evaluation

The Technical evaluation will be performed on the basis of technical qualifications mentioned in Section II of this document, for which the Bidders may be asked to make presentation or give documentary proof before the authorized person or the Committee of the Commission.

Financial bid would be opened only for the Bidders who have been found to be qualified on the basis of technical evaluation. Technical bids received without bid processing fee and bid security amount shall be rejected.

The bank draft for the bid security amount would be returned to the Bidders who do not qualify for the financial bids.

The final Bidder who is awarded the contract will be expected to submit a security amount of Rs. 50,000/- in a bank draft drawn in favour of P&AO, DPAR, New Delhi for performance guaranty. Since the Commission would have received the bid security amount, the Bidder can complete the formality by giving in writing to adjust that draft for Performance Guarantee, which at discretion of the Commission can be raised suitably if total amount of work increases beyond expectations. These can also be furnished in the form of a bank guarantee in the form acceptable to the Commission.

The Bidders after seeking prior appointment with Administrative Officer can come and view samples of the files created in the Commission.

In case, the work of the Bidder is found to be satisfactory a formal contract for completing the task till 31<sup>st</sup> December, 2007 can be assigned. The Bidders are encouraged to give additional suggestions for making their bid attractive. Cost implication of these suggestions may be also highlighted in the financial bid.

**15. Submission and Withdrawal of Bid**

Bids are to be submitted in sealed envelopes, marked and addressed as directed. Failure to do so may result in premature opening of, or a failure to open such bids. Bids transmitted by fax or email will not be accepted for consideration. Bidders mailing bids should allow sufficient mail delivery period, to ensure timely receipt of their bids by the Commission. Bids received after the closing date and time will be immediately disqualified. If erasures or other changes appear on the document, the person signing the bid must put an initial at each erasure or change. Bids may be withdrawn by written request received from the Bidder prior to the closing date and time.

**16. Amendment of Terms and Conditions of bid**

At any time prior to the deadline for submission of bids, CIC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the terms and conditions of the bid by an addendum. All Bidders who had submitted bids to the Commission will be notified of the amendment(s) in writing, and these will be binding on them. The addendum will also be communicated by fax / mail to the Bidder who has to acknowledge receipt of the addendum. The addendum will also be published on the Commission's web site at <http://cic.gov.in> and it will be responsibility of the Bidder to check the web site for updates.

In order to allow eligible Bidders a reasonable time to take the amendment into account in preparing their bids, CIC, at its discretion, may extend the deadline for the submission of bids.

**17. Terms of payment**

The Bidders may submit running bill every fortnight for making payment. The Bidders will ensure that scanning of duplicate or extra copies of documents do not take place for which no additional amount will be paid. The Bidder will be responsible for any document that remained un-scanned for any reason. The bidder shall prepare a fresh DVD again where a document is found missing. For this DVD, Commission shall not be responsible for making payment. The bidder shall be held responsible for the quality of output which if not found satisfactory to the Commission, the Bidder can be penalized as per provision listed in para 25 and can lead for termination of contract as per para 29.

**18. Award of contract**

The Commission will award the contract to the successful Bidder whose bid has been determined to be responsive and most competitive to perform the task assigned. The Commission reserves the right to reject any bid and

annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

19. The Bidder shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering, and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Bidder shall always act, in respect of any matter relating to this contract, as faithful advisors to Commission and shall, at all times., support and safeguard Commission's legitimate interests in any dealings with Third parties.
20. Commission reserves the right to inspect the performance of the Bidder prior to commencement or in between the work progress. The inspection may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc. Commission reserves the right to cancel the work order assigned to the Bidder at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the work order is cancelled then the costs incurred will be borne by the Bidder and under no circumstances the Bidder shall be eligible for any payment or damages from the Commission.
21. The selected Bidder shall not, without CIC'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 Commission in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
22. The selected Bidder or his employees will not disclose the content of documents given for scanning or archiving, the details of Commission's software, to any person and allow its unauthorized use. The selected Bidder should not also disclose the above to any of its existing or future clients.
23. The Bidder shall indemnify the Commission 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.
24. Payment will only be made in Indian rupees. Payment will be made only after successful & satisfactory completion of the assigned work to be as determined by the Commission. A pre-receipted bill shall be submitted in triplicate to Administrative Officer of the Commission with the bill reflecting true quantity of documents scanned as per the terms and conditions of this tender.

25. Performance of Services shall be made by the selected Bidder in accordance with the time schedule specified by the CIC in its work order assignment. An unexcused delay by the selected Bidder in the performance of its obligations under the contract shall render the selected Bidder liable to any or all of the following sanctions: penalty at the rate of 2.0% of the total amount of work order per week of delay, to a maximum of 10% of the total amount of the work order. Further the sanctions may include : forfeiture of the EMD and/or termination of the Contract for default. If at any time during performance of the Contract, the selected Bidder should encounter conditions impeding timely performance of services, the selected Bidder shall promptly notify the Commission in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the selected Bidder's notice, the Commission shall evaluate the situation and may at its discretion extend the time for performance in writing.
26. The Bidder shall not outsource the works assigned to any other agency except their direct franchisees under any circumstances. This violation will attract forfeiture of EMD/Security deposit and cancellation of work order. The cost incurred on executing the work order through other empanelled source will also be recovered from the outstanding bills or by raising claims.
27. If the Bidder is not able to fulfill its obligations under the contract, which includes non completion of the work, Commission reserves the right to select another Bidder to accomplish the work. Any costs, damages etc. resulting out of the same shall have to be borne by the selected Bidder.
28. The ordered job work will have to be carried out at Commission's premises for which the bidder will be provided adequate space and electric connection. All other arrangement for completing the task have to be made by the Bidder.
29. Commission may at any time terminate the contract by giving written notice to the selected Bidder, without compensation to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has occurred or will accrue thereafter to Commission.
30. Commission may by written notice sent to the selected Bidder, terminate the work order and/or the contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for Commission's convenience, the extent to which performance of work under the work order and/or the contract is terminated, and the date upon which such termination becomes effective. Commission reserves the right to elect :
- (a) To have any portion completed at the work order and/or the contract terms and prices; and/or
  - (b) To cancel the remainder and pay to the selected Bidder an agreed amount for partially completed services.
31. In the event of any dispute or difference arising under these condition or any special condition of contract in connection with this contract, the same shall

be referred to Chief Information Commissioner, Central Information Commission for final decision the same will be binding on all

32. The contract shall be interpreted in accordance with the Indian laws.
33. Payments shall be subject to deductions of any amount for which the Bidder is liable under the agreement against this contract. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at source) as per the income-Tax Act.
34. The selected Bidder would provide all necessary infrastructure including software, hardware, networking etc. for successful, completion of the work ordered. Non compliance with the directions of Commission in this regards may result in forfeiture of the selected Bidder's EMD, and/or termination of the Contract for default.

35. **Schedule for Invitation for Bids**

- a) Name of the Purchaser :

**Chief Information Commissioner, Central Information Commission, New Delhi.**

- b) Location where the work of scanning and digitization would take place:

**Old JNU Campus, New Delhi 110067**

- c) Addressee and Address at which Bids to be submitted :

**Administrative Officer, Central Information Commission, New Delhi, 110067**

- d) Latest time and date for receipt of Bids :

**On or before 3.30 p.m. on 28<sup>th</sup> November, 2006.**

- e) Place, Time and Date of opening of Technical Bids of Bidders :

**5.00 p.m. on 21<sup>st</sup> November, 2006.  
Chamber of Joint Secretary, Fifth Floor, Block IV, Old JNU  
Campus, New Delhi 110067**

- f) Date till which the Bids are valid:

**120 days from the date of opening of the Technical Bids.**

- g) Name and designation of the contact person :

**Shri S. Palaniswamy, Administrative Officer, Central Information Commission, New Delhi – 110 067**

## SECTION II

### 36. Eligibility & Qualification Requirements

The bidders must meet the following minimum qualifying criteria:-

1. Bidder's annual financial turnover during each of the last three financial shall not be less than Rs. 25 crores. Certified copy from the Auditors in this regard with a copy of Balance sheet and P/L Account may be submitted as proof.
2. Preferably the Bidder should have presence in more than one metro of India. Please provide the support infrastructure details.
3. The Software should be hardware independent and should be integratable with any Third party Software supporting Open Standards.
4. The solution provider and/or its partner should at least be an ISO 9001:2000 Company.
5. The Bidder should have at least 10 software specialists working for providing support for the software to the Commission. A list of these specialist and their qualifications may be submitted with the technical bid.
6. The Software solution provider/partner should own the Intellectual Property Rights (IPR) for the product offered & should have a direct Implementation team.
7. The Software Solution provider should have a successful Image Archival, Management and Retrieval System site with more than 1 Million Images Online. (Load handling) Proof to be provided.
8. The Software Solution Provider/partner have at least 4 working sites in Government domain in India , for demonstrating the vendor's understanding of the Indian Government and technology environment. Letter of references of these public authorities as satisfactory provision of services by Bidder must be attached with Technical Bid.
9. **Scanning capability**

#### **Submit proofs for :-**

- Set up batch scanning routines from anywhere on the network
- Build a full-text index of each document as it is saved to the repository
- Ability to handle double-sided as well as multi-page documents with ease. Not only that, each side of a double-sided document and each page of a multi-page document should be stored as a single logical

document. Import documents quickly, in large batches or small groups

- Indicate the list of compliant scanner with which it works.
10. The bidder may add his own details to the Technical Bid to make it attractive. The Bidder shall return a copy of tender document with following attestation at the end of document after signing on each page of the tender document :-

“All the terms and conditions of the tender are acceptable to  
(Name of Bidder) and (full name of the Bidder company)  
(Address of the Company)”

Place (Name of Bidder)  
Date : on behalf of (Name of Company)

Place (S. Palaniswamy)  
Date : Administrative Officer,  
Central Information Commission  
New Delhi