



NATIONAL MISSION FOR MANUSCRIPTS

NMM/14(xv)/Digitization/2018-19

Tender for Digitization of Manuscripts

2018

TENDER DOCUMENT



<http://www.namami.gov.in>

TENDER FOR DIGITIZATION OF 2,00,00,000 PAGES (Two Crore pages) OF MANUSCRIPTS EACH STORED IN SEVERAL IMPORTANT REPOSITORIES ACROSS INDIA FOR RESTORATION INTO DIGITAL STORAGE MEDIA FOR ARCHIVING AND RETRIEVAL PURPOSES.

Tender No.: NMM/14(xv)/Digitization –Tenders
Applicable from October, 2018

National Mission for Manuscripts
Indira Gandhi National Center for The Arts
11, Mansingh Road
New Delhi – 110001
Phone: +91-11-23383894
Fax: +91-11-23073340



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11 Mansingh Road
New Delhi – 110001
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Fax: +91-11-23073340

**Subject: Notice Inviting Tender (NIT) for empanelment of
firms/agencies for digitization of Manuscripts.**

On behalf of National Mission for Manuscripts (NMM), a project launched by the Government of India, Ministry of Culture to document, conserve, publish and digitize the manuscripts wealth of India under the aegis of the Indira Gandhi National Mission for the Manuscripts (IGNCA), Director, NMM invites sealed bids in two bid system viz., Technical Bid and Financial Bid, for empanelment of firms/agencies for digitization of 2,00,00,000 (two crore) pages of manuscripts spread all over the country

- i. The tender aims at selecting more than one vendor for the digitization work.
- ii. There will be a two part bid, Technical & Financial.
- iii. The work will be distributed among the selected vendors as per the equipment's possessed and expertise in the field and the work will be distributed among the selected vendors at L1 rate.
- iv. Bidders are advised to study the Bid Document carefully. Submission of the Technical & Financial Bid shall be deemed to have been done after careful study and examination of all instructions, forms, terms and conditions 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 by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the vendor's risk and may result in the rejection of the bid.
- v. Location for Digitization: across India
- vi. Orders will be placed to the finally empanelled vendors through issue of work order by NMM. The panel will be valid for a period of 24 (twenty four) months in the first instance. It may be extended for a further period depending upon the continuity of the projects.



SECTION A.1: INTERACTION WITH VENDORS

1. For any clarifications regarding the tender or project, the vendors can contact the concerned official at The Mission's office at No. 11, Mansingh Road, New Delhi – 110001 from 16-10-2018 to 18-10-2018 between 11am to 4pm.
2. Only one representative from each organization shall be allowed.
3. No correspondence would be entertained by NMM from bidders regarding the clarifications in bid before or after the above mentioned dates.



SECTION A: BACKGROUND & SCOPE OF WORK

1. Introduction and Background

National Mission for Manuscripts was launched in 2003 by the Department of Culture, Ministry of Tourism & Culture, Government of India, to save the most valuable but little visible, of our cultural inheritances, namely manuscripts.

Objectives:

- To archive the material in electronic media.
- To make the material available to potential users.

Collection:

- The manuscripts will be in different materials such as paper, palm leaf, birch bark, cloth etc. and in languages such as Sanskrit, Tamil, Telugu, Arabic, Persian, Bengali, Malayalam etc.
- The size of the manuscripts will vary from region to region, majority of the manuscripts are of A4 or less.

Note: Rates will be normalized as A4

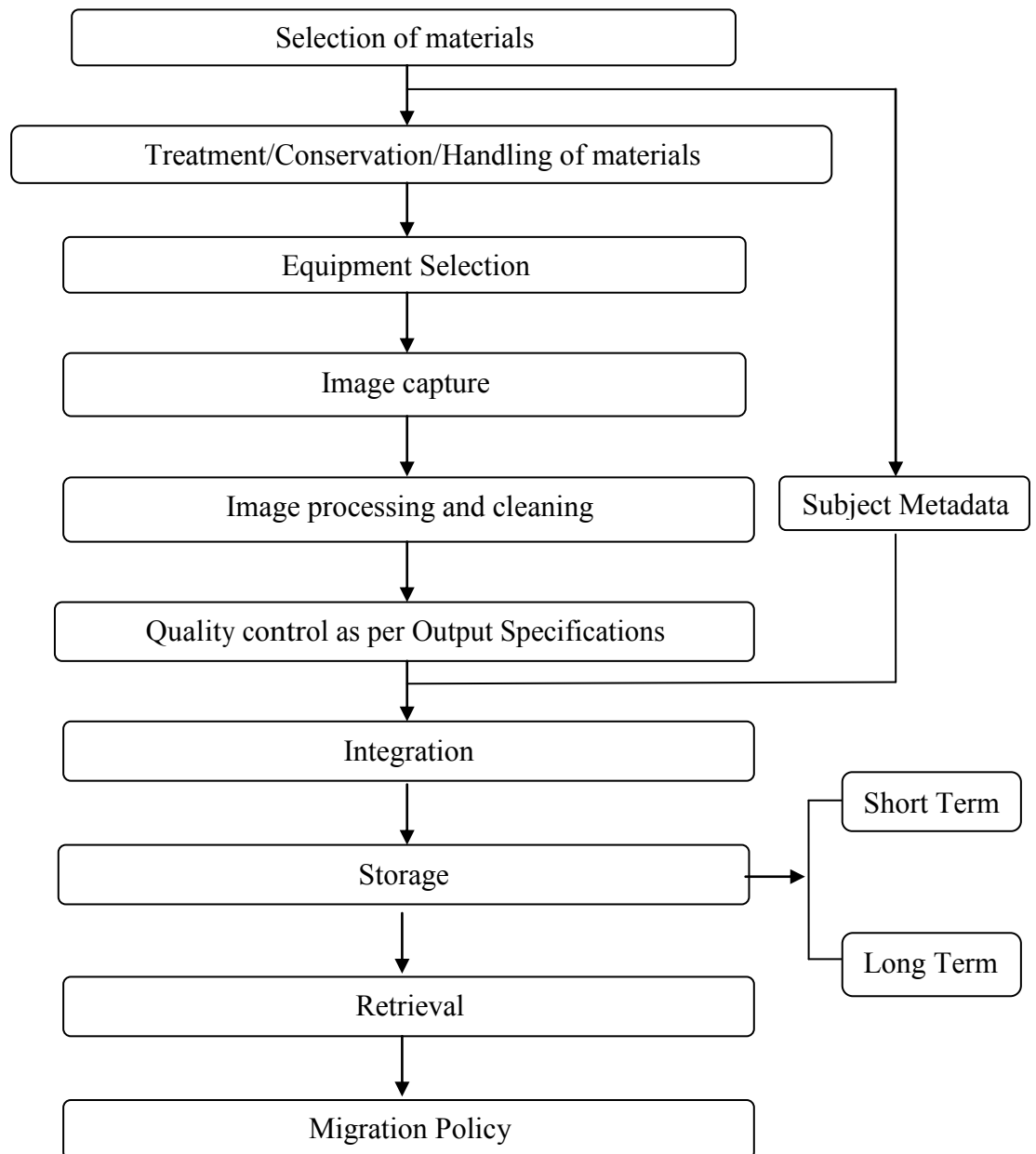
2. Scope of the Project

National Mission for Manuscripts intends to help manuscript repositories of India to convert their manuscripts into digital format.



The specification of the requirements is as follows:

Digitization Process Chart



i. Conversion

Selected materials are transformed to bit-mapped images by over head scanner. During image capture these documents are “read” or scanned at appropriate resolution and bit-depth to produce the output (Raw Master Images) as per the defined specification. The resulting digital files, containing the binary digits (bits) for each pixel, are then formatted and tagged in a way that makes it easy for a computer to store and retrieve them. The resulting digital image is saved in Tiff format as per the defined specification. From these files the computer can produce analog representations for on-screen display or printing. Because files with high- resolution images are very large it may be necessary to reduce the file size (compression) to make them more manageable both for the computer and the user.

When a source material has been scanned, all data is converted to a particular file format for storage.

Digital images are also known as master images to separate them from other type of electronic files such as vector files in which graphic information is encoded as mathematical formulas representing lines and curves.

ii. Input Specification

- a) The input documents are manuscripts of generally A1-A4 size.
- b) Manuscripts are available at various repositories located in different parts of the country and need to be digitized at the Digitization Centre to be located at site chosen by the NMM.
 - Manuscripts are primarily available on paper (various types), palm leaves, bhoj patra, bamboo leaves, pamera leaves, cloth, clay tables, parchments, tamra patra, wooden covers, ivory covers/sheets, wooden beads, scrolls, deer skin, etc.
 - They are generally very old, delicate, fragile and brittle and need special and sophisticated handling techniques.
 - Some manuscripts have illustrations/charts created using ancient inks, vegetable dyes, metals such as silver, gold etc.. They are very likely to get oxidized with the effect of bright light and heat and hence soft light shall be used for scanning.
- c) All pages of the manuscripts shall be numbered before scanning, if not already numbered.

iii. **Handling and Preparation of Manuscripts**

- a) In general binding is not allowed to be taken out as it may damage the manuscripts however in some cases where it is absolutely necessary, due care should be taken to remove the binding and rebind them using sophisticated methods and to restore the original form.
- b) Operators to wear surgical gloves so as not to damage any of the manuscripts.
- c) Soft bristled paint brushes to be used to wipe away accumulated dust and dirt as necessary.
- d) Large size formats require special handling considerations.
- e) To maintain the sequence of loose leaf manuscripts local scholars would be provided by NMM to remove the thread, enumerate the pages and record the missing folios and rethread the manuscripts after digitization.
- f) All pre digitization activities like conservation, cleaning and improving legibility of the manuscript will be ensured by NMM prior to handing the manuscripts over for digitization.

iv. **Equipment Selection**

The equipments to be used and their performance have an important impact on the quality of the image. Equipment from different manufacturers can perform differently, even if the technical capability appears to be identical. Only original RAW Tiff Overhead Scanners of reputed brands shall be used to capture images of the manuscripts (assembled ones not be used). The scanner should be capable of scanning A1 – A4 size manuscript pages in 400-600 dpi optical. The scanner should be well equipped with LED lights, flatbed, capable of scanning images in TIFF, JPEG and PDF-A formats and having software options like upgrade to color, batch scan wizard, adjusting colour depth, direct export to preferred graphics application, modifying images, automatic crop, document management with automatic naming, conversion of raster images etc.

Flat bed/ADF/Digital cameras and other touch devices shall not be allowed as they might harm the original state of manuscripts

v. **Image Capture and quality of images**

Backing reflection

Backing all originals with a bright white opaque paper is necessary for better Scanning results. Black backing is allowed to use in some cases such as minimizing bleed-through from the back.

Image Quality at capture can be defined as the cumulative result of the scanning resolution, the bit depth of the scanned image, the enhancement

processes and the compression applied the scanning device or technique used, and the skill of the scanning operator.

a. Resolution

It is determined by the number of pixels used to present the image, expressed in dots per inch (dpi) or pixels per inch (ppi). Increasing the number of pixels used to capture the image will result in a higher resolution and a greater ability to delineate fine details. However, just increasing resolution will not result in better quality, only a larger file size. The scanning of images hence will take place at 400 dpi optical, where readability is poor the vendor(s) should be prepared to go for 600 dpi resolution.

b. Bit depth

It is a measurement of the number of bits used to define each pixel. The greater the bit depth used, the greater the number of grey and colour tones that can be expressed. The mission follows three kinds of scanning: -

- *Bitonal scanning* using one bit per pixel to represent black and white.
- *Greyscale scanning* using multiple bits per pixel to represent shades of grey, the preferred level of grey scale is 8 bits per pixel, and at this level the image displayed can be selected from 256 different levels of grey.
- *Colour scanning* using multiple bits per pixel to represent colour. 24 bits per pixel is called true colour level, and it makes possible a selection from 16.7 million colours.

In this case, we shall only follow colour scanning methodology.

c. Illustrated manuscripts

Illustrations and charts shall be scanned separately and merged with the text at the appropriate location. While capturing images of illustrations especially when they are created using metal such as silver, special care should be taken to avoid oxidation.

d. Image enhancement process

- i. Original raw image shall be saved as per Raw Master Image Specification. No cropping is allowed.
- ii. The raw image shall be processed to remove dirt, worm marks, water marks, noise, shadow, scratch marks, skew etc. After cropping the image, a small border should be visible around the entire document. If there is important information in

the border of the document, then the entire border will remain in the cleaned image including the full border.

- iii. Adjustment of brightness and contrast, gamma correction, sharpening and blurring, removing patterns and adjusting colors will also be the part of Image Processing.
- iv. Cleaned image shall be saved as per Clean Master Image Specification.
- v. A derivative Access image namely PDF-A image will be derived from the cleaned image.

e. Compression

It is normally used to reduce file size for processing, storage and transmission of digital images. Methods used are for example to abbreviate repeated information or to eliminate information that the human eye has difficulty in seeing. The quality of an image can therefore be affected by the compression techniques that are used and the level of compression applied. Compression techniques can be either “loss less”, which means that a decompressed image will be identical to its earlier state because no information is thrown away when the file size is reduced, or “lossy” when the least significant information is averaged or discarded in this process.

In general “loss less” compression is used for master files and “lossy” compression techniques for access files.

vi. Collection Management

The possibility of being able to use a collection of digital images in the way it was intended depends not only on conversion standards and quality controls, but also on how the collection is managed. If the purpose is to meet not only short term needs but also to provide accessibility over time, steps have to be taken to satisfy both current use and the expectations of future users.

Plans must be made for example to: -

- a) Make captured images appropriate to the ultimate intended use.
- b) Up grade distribution of images and user interface functionality.
- c) Transfer images to new technical platforms to meet increasing capacity for processing and handling of digital information.
- d) Migrate digital images to new file formats or physical media to ensure long-term accessibility.

To make captured images usable, good care shall be taken by the vendor(s) in their storage. All image files that are produced by a digital image project must be organized, named and described in a way that fits the purpose of the project.



Organization of images

Before a name and a description of an image file is considered it has to be decided how it should be stored. Normally, the source documents being scanned are physically organized according to principles of library management and hence generally have numbers given by the library or repository where they are stored. So the organization and storage should be in such a way that just by looking at the name one could have information about the manuscript.

Naming of Images: Naming of images will be done according to the format prescribed by NMM and will be made available before the start of digitization work.

vii. Output Specification

There shall be three types of images required to be generated for every page of the manuscripts:

1. Master Image (Original Uncleaned and Uncompressed)
2. Clean Master (Cleaned loss less compressed image)
3. PDF-A (Derivative lossy image)

The detail specifications of these images are as follows:

Raw Master Image: (Original Digitized Image)

| | |
|---------------------|--|
| File Format: | RAW Tiff or higher |
| Compression: | Uncompressed |
| Spatial Resolution: | 400/600 dpi, minimum, optical (Up to A4 size) |
| Subject Metadata: | As per standards fixed by National Mission for Manuscripts |
| File Naming: | As Specified by NMM |

Clean Master Image: (Cleaned Image)

| | |
|---------------------|--|
| File Format: | Tiff |
| Compression: | Loss less compression |
| Spatial Resolution: | 400 dpi optical (Up to A4 size) |
| Subject Metadata: | As per standards fixed by National Mission for Manuscripts |
| File Naming: | As Specified by NMM |



PDF-A Image:

| | |
|---------------------|--|
| File Format: | PDF-A |
| Compression: | Lossy compression |
| Spatial Resolution: | At 300 Dpi |
| Subject Metadata: | As per standards fixed by National Mission for Manuscripts |
| File Naming: | As Specified by NMM |

viii. Storage Specification

- ❖ All Raw master, clean master images and PDF-A images should be delivered in reliable and high quality hard disk drives with naming convention as decided by the Mission.

ix. Deliverables:

- The Vendor will give one sets of the Digitized Manuscripts (HDD devices in all formats) to NMM and one copy of PDF-A in DVD and HDD devices to the respective repository.
- Each HDD devices will be labeled with Title, Manus ID (to be provided by NMM), Accession Number & name of Repository.
- More than one Manuscript can be stored in HDD as per space available; but if there is not enough space for the next Manuscript; it should be stored in another HDD.
- A HDD should contain all the manuscript images of the same format only.
- The design of the cover and the packing cost will be inclusive of the rate quoted.
- Certificate of Quality Control Team should be enclosed.
- Quarterly outputs will be delivered to NMM.

SECTION C: Terms & Conditions

The bid document containing the details may be obtained from the office of the National Mission for Manuscripts, 11 Mansingh Road, New Delhi – 110001 on payment of non-refundable bid fees of Rs. 1000/- in the form of DD/Cheque in favour of “IGNCA-NMM” payable at New Delhi on any working day between 10 AM and 5 PM from 10th October 2018 to 12th November 2018 . The Tender Document can also be downloaded from <http://www.namami.gov.in> or <https://eprocure.gov.in/eprocure/app> The cost of the document will be payable at the time of submitting the Bids.

1. Eligibility Criteria/Pre-Qualification

The vendor(s) must fulfill the following pre-qualification conditions. Technical bid of only vendor(s) fulfilling the pre-qualification conditions will be evaluated by the duly constituted technical evaluation committee. Bid of vendor(s) not fulfilling the pre-qualification conditions given below will be *rejected* without assigning any reason.

- a) Bids without a valid EMD shall be *rejected* out rightly.
- b) Tenders shall not be accepted after stipulated date and time.
- c) The vendor(s) must have a PAN Number in the name of the company and the same should be furnished with the bid (enclose documentary proof).
- d) The vendor must have annual turnover of not less than Rs 5,00,00,000/- (Rs. Five Crore) and should not have suffered losses during each of the past three financial years.
- e) Attested copies of Articles of Association (in case of registered firms), by laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) should also be submitted along with the technical bid.
- f) The Registration number of the firm along with the GST No. allotted by the Authorities should be given in the tender bid.
- g) The Tenderer should have the relevant experience in Digitization services / scanning services for last three consecutive years. (Documentary proof has to be attached along with the tender document). An Affidavit from the Chartered Accountant on Stamp Paper confirming the turnover and individual turnover from digitization / scanning of last three years should also be provided with the tenders. The tenderer should furnish at least two completion certificates/testimonials from Govt. departments for which scanning /digitization work was done along with work order copies.



- h) The Tenderer should furnish evidence of owning the required hardware (at least 5 overhead scanners with 400dpi optical RAW Tiff) and software (license of software) for executing the work & should have necessary infrastructural facilities to execute the work as per prescribed standards of NMM for digitization and necessary to perform the required functions (documentary proof to be attached in the form of invoices / bills and serial numbers of all the machines).
- i) Should be able to scan up to A1 (594 mm X 841 mm) size manuscripts as per prescribed standard document.
- j) Acceptance of Penalty Clause (refer Section C Clause 11)
- k) Keeping in view of the fragile nature of the manuscripts, the agency must have the capability to handle such contents without damaging the same.
- l) The tenderer should not have been blacklisted or debarred due to any unethical practice or poor performance by any central/state Government departments/organizations. An Affidavit to this effect has to be given by bidder on stamp paper from reputed chartered accountant.
- m) The Tenderer should have experience in handling of rare/old documents and manuscripts of combined value of Rs. 1 Cr in last 3 financial years (both running and completed projects). Work order mentioning the value of the project should be enclosed with the bid.
- n) The details of the employees involved in digitization work with their name, qualifications and area of expertise has to be enclosed in the bid - document.
- o) Due to confidentiality of the document no outsourcing would be done. Therefore, the tenderer must have capacity to handle all the projects without making a consortium or without outsourcing the work. An Affidavit on Stamp Paper mentioning the same has to be submitted in the bid.
- p) It is required that an original solvency certificate issued in the name of the tenderer from nationalized/scheduled bank in support of the net worth equivalent to at least Rs.5 crores along with credit worthiness certificate indicating at least double the amount of proposed contract be submitted along with the tender.
- q) NMM shall however not bind itself to accept the lowest and / or any bid and reserves the right to accept and / or reject any bid, wholly or in part based on other strengths & capabilities of the bidder. Also NMM reserves



the right for the distribution of work among one or more than one vendor on the lowest accepted price. An undertaking of non-objection to this should be attached with the bid.

- r) The prospective bidders may submit their bids addressed to The Director, National Mission for Manuscripts, New Delhi (as per Annexure A) with Rs 5,00,000/- (Five Lakhs) as Earnest Money to be deposited in the shape of DD in favour of IGNCA-NMM account payable at New Delhi. All credentials regarding performance during last three years (as per Annexure B to Annexure G). the tender should be submitted online latest by 5 PM on 16th November 2018. The technical bids will be opened at 3 PM on 22th November 2018 at the National Mission for Manuscripts, IGNCA, New Delhi.
- s) The agencies selected for award of work shall at his own expense deposit with the Director, NMM within fourteen (14) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized Bank.

2. Liability of the Bidders

Bidders are advised to study the Bid Document carefully. Bids not complying with all the clauses in this tender document are liable to be *rejected*. Failure to furnish all the information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the agency's risk and may result in the *rejection* of the bid.

3. Amendment to the Bidding Document

At any time prior to the deadline of submission of bids, National Mission for Manuscripts may, for any reason, whether due to change in rules and regulations, its own initiative or in response to a clarification sought by a prospective bidder, amend the bidding document. Copies of the amendment shall be sent to all prospective bidders who have collected the bidding document within the prescribed time limit. In order to afford the prospective bidders reasonable time to take into account the amendment in preparing their bid, the National Mission for Manuscripts, at its own discretion, can extend the deadline for submission of bids.



4. Documents comprising the Bid

The Bids prepared by the agency shall comprise the following components:

- a) Information on the legal status of the firm/institution.
- b) Information and proof of work of similar nature performed in the past.
- c) Copies of Balance Sheet and Audited Accounts for the last three years.
- d) Income Tax Clearance Certificate for the last three years.
- e) A certificate from at least one client whose work has been satisfactorily undertaken by the firm/institution in the recent past.
- f) Profile of the project manager.
- g) Documentary proof of the PAN Number in the name of the company.
- h) Attested copies of Articles of Association (in case of registered firms), by laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm)
- i) The Registration number of the firm along with the GST No. allotted by the Authorities.
- j) An Affidavit from the Chartered Accountant on Stamp Paper confirming the turnover and individual turnover from digitization / scanning of last three years and work completion certificate/testimonials in support of similar service from at least 2 Govt. departments relating to scanning /digitization along with the order copies.
- k) Documentary proof of owning the required hardware (at least 5 overhead scanners) & necessary infrastructural facilities to acceptable standards in the form of invoices / bills and serial numbers of all the machines.
- l) Acceptance of Penalty Clause.
- m) Affidavit certifying that the tenderer is never blacklisted or debarred due to any unethical practice or poor performance by any central/state Government departments/organizations.
- n) Work order mentioning the value of the projects handling rare/old documents and manuscripts in last 3 financial years (it should be min. Rs.1 cr.).
- o) Details of the employees involved in digitization work with their name, qualifications and area of expertise.
- p) Affidavit on Stamp Paper mentioning that the tenderer is having the capacity to handle all the projects without making a consortium or without outsourcing the work.
- q) Original solvency certificate issued in the name of the tenderer from nationalized/scheduled bank along with credit worthiness certificate.
- r) Any quality assurance certification.
- s) An undertaking mentioning non-objection to the work distribution strategy, acceptance or rejection of any bid and acceptance or rejection of lowest bid by NMM should be attached.

Submission of Technical Bid

- i. Bid Letter (Annexure A)
- ii. Bid Particulars (Annexure B)
- iii. Agency's Project Methodology pertaining to this project (Annexure C).
- iv. Agency's Experience (Annexure D).
- v. Statement of deviation(s) from the Tender terms and condition (Annexure E).
- vi. Details of hardware, software and manpower (Annexure F).
- vii. Documentary proof for fulfillment of pre-qualification condition as per Clause 1 of Section C of the tender document (Annexure G).
- viii. Details of the Earnest Money Deposit (Annexure H).
- ix. CD/DVD (Containing the scanned output of 400 optical & 600 dpi quality of at least a 50 year old document. However a documentary proof of the age of the document should be enclosed with the technical bid, minimum 10 images. Vendor(s) are requested to arrange their own samples and hand it over to NMM, physically).

Submission of Financial Bid

- i. Financial Bid comprising the following:
 - I. Bid Letter (Annexure I).
 - II. Statement of financial deviation(s) (Annexure J).
 - III. Details of the Cost of Services offered (Annexure K).
- ii. Rate should be submitted in the specified proforma (as per Annexure I, J and K)
The rate quoted by the vendor(s) should include labour, material, hardware, software, peripherals, consumables, equipments and all duties and taxes, including goods and service tax whatsoever payable for accomplishing the task. Rate, inclusive of all statutory levies, quoted must be firm and final and shall remain valid throughout the period of the contract and shall not be subject to any upward revision whatsoever.
- iii. The price and rates quoted by the bidder shall be fixed and firm for the duration of the contract and shall not be subject to any kind of escalation/adjustment on any account.
- iv. It will be imperative on each Vendor(s) to fully acquaint themselves with the local conditions and factors which would have any effect on the performance of the contract and / or the cost.



5. Bid Submission

- a) The Bid must be in three parts as mentioned below
 - **EMD**
 - **Technical Bid**
 - **Financial Bid**
- b) The Bid must be submitted in three separate inner covers. These covers should be superscripted as under and should be sealed separately.

“Tender for Digitization of Manuscripts in various repositories across India - EMD”

“Tender for Digitization of Manuscripts in various repositories across India - Technical Bid”

“Tender for Digitization of Manuscripts in various repositories across India - Financial Bid”

(Please note that Prices should not be indicated in the Technical Bid, if mentioned bid will be rejected)

- c) The outer cover in which these three sealed covers are placed should be addressed to:-

THE DIRECTOR
NATIONAL MISSION FOR MANUSCRIPTS
11 MANSINGH ROAD
NEW DELHI – 110001

The outer main cover containing the bids should be superscripted as the words **“Bid for Open Tender for Digitization of Manuscripts in various repositories across India”**

- d) The proposal should cover all aspects of the Terms & Conditions of the Tender. Any deficiency(ies) in providing the requisite information may result in *rejection* of bid.
- e) CVs of the project manager and the professionals to be associated with the work should include number of years working in the associated fields,



professional credentials and degree of responsibility held in various assignments in during last 5 years.

- f) A description of the work plan for performing the task must be submitted along with the proposal (A description of the work plan for performing the task must be submitted within 15 days of award of work.)
- g) Incomplete or unsigned bids are liable to be *rejected*. Envelope with technical details should be uploaded at CPP portal and should bear name and address of venders.

6. Last date for receipt & opening of the of bids

- a) The online tender must be uploaded on tender website by 5.00 P.M.of 12th November 2018 otherwise it will not be accepted. In the event of the specified date for the receipt of Bids being declared a holiday for the NMM, the Bids will be received up-to the appointed time on the next working day. Any bid received by NMM after the last date for receipt of bids prescribed by NMM, pursuant to above Clause, will be declared late and will not be accepted and /or returned unopened to the bidder.
- b) The tender bids will be opened in the presence of representatives of tendering firms on 22th November 2018 at National Mission for Manuscripts,IGNCA, 11 Mansingh Road, New Delhi – 110001 after 11 A.M..
- c) The Bids prepared by the Vendor(s) and all correspondence and documents relating to the bids exchanged by the Vendor(s) and NMM, shall be written in the English language, provided that any printed literature furnished by the Vendor(s) may be written in another language so long as the same is accompanied by an English translation. For the purposes of interpretation of the bid, the English translation shall prevail.
- d) NMM at its own discretion may extend the last date of receipt of bids by amending the tender document. In this case, all rights and obligations of the client and tenderer previously subject to the last date will there after be subject to the last date as extended..

7. Procedure for opening the Tender

- i. First envelope containing EMD will be opened in the presence of Vendor(s) representative(s). Proxy will be allowed to attend the Tender opening.
- ii. Technical Bids will be opened only of those vendor(s) whose EMD amount is found in order.

8. Evaluation of Bids

- a) An “Expert Committee” (EC) for Bid Evaluation constituted by National Mission for Manuscripts shall undertake the scrutiny of the technical bids to determine whether the Bid is complete in all respects and conforms to the terms & conditions and specifications responsive to the bidding document. It is clarified for benefits of the bidders that a substantial bid response is one that conforms to all terms and conditions without material deviation, objections, conditionally or with reservations and is complete in all respects in terms of the information sought along with the Bid Form. A material deviation, objection, conditionality or with reservation is one that affects in any substantial way the scope, quality and performance of the contract or whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids. If the bid is not substantially responsive, it will be *rejected* by National Mission for Manuscripts and will not subsequently be allowed to be made responsive by the bidder by correction of deficiencies.
- b) The EC for Bid evaluation shall follow the objective criteria for evaluation of technical bids to assess the prior similar project experience, financial and logistic capacity and proposed work plan. After due evaluation of Technical bids, the EC would submit its recommendation. Only those bidders recommended by the EC on the basis of Technical Evaluation shall be technically qualified.
- c) The Expert Committee in the presence of technically qualified bidders or their representatives shall open the price bids. The technically qualified bidder’s representatives, who are present at the time of opening of the price bids, shall sign a register evidencing their attendance. Price Bids of the bidders who do not qualify technically bid, shall not be opened and returned along with EMD.

d) Financial Evaluation

The financial evaluation shall be based in accordance with the following criteria.

- The financial bids of only those bidders who qualify in the technical bid will be opened and evaluated.
- e) The decision of NMM arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any vendor(s) to influence the selection process shall disqualify the vendor(s) not only for the present tender but future tenders also.
- f) No Vendor(s) shall contact NMM on any matter relating to its bid, from the time of the bid opening to the time of award of contract. Any effort by a Vendor(s) to influence NMM's bid evaluation, bid comparison or contract award decisions may result in the *rejection* of the vendor's bid.

9. Awarding of the Contract

- a) Orders will be placed on the finally selected vendor(s) as shown under (Section A). The panel will be valid for a period of 18 (eighteen) months in the first instance effective from the issue of work order by NMM. It may be extended for a further period depending up on the need for continuity of the projects.
- b) All empanelled vendor(s) will have to enter into a written agreement with NMM for honoring all aspects of fair trade practices in executing the Work Orders placed by NMM. The Vendor(s) 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 Vendor(s) shall always act, in respect of any matter relating to this Contract, as faithful advisors to NMM and shall, at all times, support and safeguard NMM's legitimate interests in any dealings with third parties.
- c) NMM reserves the right to carry out surprise inspection of the performance of the vendor prior to commencement or in between the work progress. The surprise inspection may cover all areas related to the work, especially methodology, manpower, infrastructure etc. NMM reserves the right to cancel the work assigned to the vendor at any time which includes



the time after the completion of assigned work, if found non-confirming to the standard terms and conditions of the order. In case the work is canceled on account of adverse inspection report then the total costs incurred will be born by the vendor and under no circumstances the vendor shall be eligible for any payment or damages from NMM.

- d) The empanelled vendor(s) shall not, without NMM's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of NMM in connection therewith, to any person other than a person employed by the Vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- e) The selected vendor(s) shall indemnify NMM against all third party claims of infringement of patent, trademarks, /copyright and industrial design rights arising from the use of the supplied software/hardware/manpower etc. and related services or any part thereof.
- f) NMM may at any time terminate the Contract by giving written notice to the selected Vendor, without compensation to the selected Vendor, if the selected Vendor becomes bankrupt otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NMM.

Special Note:

The Indian Contract Act and other relevant laws of the country including the laws governing Intellectual Property Rights (IPR) will govern all obligations between parties.

10. Security Deposit

- a) In case of vendors whose tenders are not considered for placing the order or whose bids are rejected by the committee, the EMD will be refunded without any interest after whole process of selection of Vendor(s) is complete.
- b) If at the time of Bid submission, wrong information is submitted or any material information is concealed by the Vendor(s), his EMD shall be forfeited.
- c) If the information supplied in the Technical Bid is incomplete the vendor(s) will be given 48 hrs. to furnish the remaining information, if within this period the Vendor is unable to complete the information his tender will be rejected. NMM reserves the right to seek completion of information by the vendor. However, Vendor(s) has/have no right to change, add, alter, complete or deviate from any information already submitted and in that event the right vests with NMM to reject the tender.



- d) If the empanelled vendor(s) is/are not able to complete the work in its totality within the specified period and/or fulfill its obligations as specified under the contract, the EMD as well as security deposit as shown at (b) above shall be forfeited in full.
- e) EMD will also be forfeited in case of mentioning of Price in the Technical Bid.
- f) Any effort by a Vendor(s) to influence NMM's bid evaluation, bid comparison or contract award decisions will also result in rejection of Bid.
- g) No interest will be payable for the EMD and the Security Deposit.

11. Payment Terms

- a) Payment will be made in Indian Rupees (Rs.) only. The payments will be made to the agencies to whom the work is awarded in three installments i.e., on completion of 30%, 40% and 30% work respectively. The agencies will raise the bill only on completion of the said quantum of work. Further, the payment will be released after ensuring by NMM that the work was done as per norms and specifications of the tender documents/ work order. The last installment will be paid after completion of the work and checking of data by NMM.
- b) Payments shall be subject to deductions of any amount for which the Vendor 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, 1961 and any other taxes.
- c) Payment will be made on submission of invoice along with the proof of acceptance to all delivery locations as specified in the work order.
- d) Penalty Clause
 - a. Vendor(s) selected by NMM shall perform their part of the obligations under the contract within the time frame, not exceeding six weeks from the date of placement of the order. Any delay which is directly attributable to the vendor(s) and not permitted by NMM shall render such vendor(s) liable to any or all of the following penalties:
 - (i) Penalty @ 1.5% of the total amount of the order for a week's delay subject to a maximum of 7.5% of total amount.
 - (ii) Termination of the contract and forfeiture of Security Deposit/EMD.
 - b. Should the selected vendor(s), during the validity of contract, encounter/face conditions and/or circumstances causing delay in timely performance of the contract/order, such vendor(s) promptly notify NMM in writing the circumstances leading to delay, its duration

and cause(s). Such intimation shall not ipso facto entitle these vendor(s) or bestow them with right to extend the time limit so stipulated in the contract/order. NMM reserves the right to accept or refuse extension of time limit with assigning any reasons whatever.

- c. If the empanelled vendor(s) is not able to fulfill its obligations under the contract, which includes non completion of the work order, the NMM reserves the right to get the work accomplished through another vendor(s) and EMD / Security Deposit of defaulting vendor shall be forfeited. Such a vendor(s) shall be liable to pay any or all costs, damages/compensation etc. resulting out of the non performance by the defaulting vendor.

12. Performance Bank Guarantee (PBG)

- a. The agencies selected for award of work shall at his own expense deposit with the Director, NMM within fourteen (14) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized Bank, in the name of Director, NMM payable at Delhi, for the due performance and fulfillment of the contract by the bidder. This PBG will be for an amount equivalent to 10 (ten) % of contract value. All incidental charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the bidder. The PBG shall be valid beyond 60 days of completion of the digitization project and extended period if any. The PBG may be discharged/ returned by NMM upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable by NMM on the PBG.
- b. In the event of the bidder being unable to service the contract for reasons not found to be reasonable and satisfactory by the competent authority, the NMM would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Authority under the contract in the matter, the proceeds of the PBG shall be payable to NMM as compensation for any loss resulting from failure of the bidder to perform/ comply its obligations under the contract. Director, NMM shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

13. Quality Checks

- a) It is imperative for each vendor to perform quality checks on the already digitized images/manuscripts.
- b) NMM shall form a **Quality Control Team** for checking the quality of the deliverables either in whole or part. The team would visit each digitizing repository either on prior notice or as a surprise visit to check on quality standards followed by the vendor. The standards to be followed will be as per **“Technical Standards for Digitization”** published by the Mission in 2010.
- c) The vendor(s) should deliver HDD's on quarterly basis after the quality checks have been performed. The vendor will re-scan the folios/pages where the quality is found below standard.
- d) Final delivery of HDD's after every quarter will be done only after adequate quality checks have been performed.
- e) At the completion of the project a set of data must be handed over in external HDD.

14. Miscellaneous

- a) The place of work will be respective repositories and the timings of work shall be 10:00 AM to 5:00 PM on all working days. It will be imperative on each vendor(s) to fully acquaint themselves with the local conditions and factors, which would have any effect on the performance of the contract and/or the cost.
- b) Each repository will provide space and power/electricity only for the execution of work. Computers, other peripherals, licensed software, consumables and other things deemed necessary for the job would be the responsibility of the agency. NMM or the Repository will not provide any kind of hardware/software to the vendor(s) except “Manus Granthavali” software for cataloguing purposes.
- c) Descriptive metadata creation will be done according to prescribed NMM format.
- d) Naming of the images will be done according to NMM format.
- e) The agency will be given maximum of 4 weeks to start the work at site after issue of work order.
- f) Performance of services shall be made by the selected vendor(s) in accordance with the time schedule specified by NMM in the contract. If at any time during the performance of the contract, the selected vendor(s) should encounter conditions impeding timely performance of the services, the selected vendor(s) shall promptly notify the Director, National Mission for Manuscripts in writing of the fact of the delay, its likely duration and its causes. On the receipt of selected vendor(s) notice, NMM shall evaluate the situation and try to solve the problem.
- g) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the



total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the vendor(s) does not accept the correction of the errors, its bid will be *rejected*.

- h) The selected vendor(s) shall not allow the unauthorized use of image or rare manuscripts. The agency also should not allow use of images to any of its existing or future clients. To ascertain this, a formal Non-Disclosure Agreement will be signed with the selected Vendor before the start of the work.
- i) The Director, National Mission for Manuscripts reserves the right to call the vendor(s) for any kind of corrections in the work assigned within one year from the date of completion of the contract.

15. Termination for Insolvency

NMM may at any time terminate the contract by giving written notice of two weeks to the Vendor(s), without any compensation to the vendor(s), if the vendor(s) becomes bankrupt or otherwise insolvent.

16. 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 of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately 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 such nonperformance 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 and the decision of the vendor as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the vendor may at his option, terminate the contract.

17. Termination for default

- a. Default is said to have occurred
 - If the vendor(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 NMM.
 - If the vendor(s) fails to perform any other obligation(s) specified under the contract
- b. If the vendor(s), in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from NMM (or takes longer period in spite of what NMM may authorize in writing), NMM may terminate the contract in whole or in part. In addition to above, NMM may at its discretion also take the following actions
 - NMM may get the work accomplished through vendor(s), upon such terms and in such manner, as it deems appropriate, and the defaulting vendor(s) shall be liable to compensate adequately NMM for any extra expenditure involved towards accomplishment of the work in its totality.
- c. The default will result in forfeiture of Performance Bank Guarantee/EMD.
- d. The NMM reserves the right to terminate the contract in case of change in Government procedures.

18. Arbitration

NMM and the Vendor(s) shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the work order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to Arbitral Tribunal, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration tribunal, shall be final and binding on both the parties. The Arbitral Tribunal, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Arbitration & Conciliation Act, 1996 and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in New Delhi, India.



19. Applicable law

The vendor(s) shall 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 Financial and other related dealings/processing/obligations etc..

20. Severability

If any provision or part of the tender document shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or Applicable Law, such provision or part shall to that extent be deemed not to form part of this tender document, and the legality and enforceability of the remainder of this tender document shall not be affected.

21. Waiver

The waiver by NMM for any default or breach on the part of the vendor shall not constitute a waiver of the right of NMM to terminate the contract for any substantial default and shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges.

22. Miscellaneous

The time and date mentioned for the opening of quotations are subject to change. The bidders are advised to contact the concerned official for the confirmation of the same.

SECTION D: Performa for Submission of Technical Bids

- 1) Information on the legal status of the firm/institution.
- 2) Information and proof of work of similar nature performed in the past.
- 3) Copies of Balance Sheet and Audited Accounts for the last three years.
- 4) Income Tax Clearance Certificate for the last three years.
- 5) A certificate from at least one client whose work has been satisfactorily undertaken by the firm/institution in the recent past.
- 6) Profile of the project manager.
- 7) Documentary proof of the PAN Number in the name of the company.
- 8) Attested copies of Articles of Association (in case of registered firms), by laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm)
- 9) The Registration number of the firm along with the GST No. allotted by the Authorities.
- 10) An Affidavit from the Chartered Accountant on Stamp Paper confirming the turnover and individual turnover from digitization / scanning of last three years and work completion certificate/testimonials in support of similar service from at least 2 Govt. departments relating to scanning /digitization along with the order copies.
- 11) Documentary proof of owning the required hardware (at least 5 overhead scanners 400 dpi Raw Tiff) & necessary infrastructural facilities to acceptable standards in the form of invoices / bills and serial numbers of all the machines.
- 12) Acceptance of Penalty Clause.
- 13) Affidavit certifying that the tenderer did not have been never blacklisted or debarred due to any unethical practice or poor performance by any central/state Government departments/organizations.
- 14) Work order mentioning the value of the projects handling rare/old documents and manuscripts in last 3 financial years.
- 15) Details of the employees involved in digitization work with their name, qualifications and area of expertise.
- 16) Affidavit on Stamp Paper mentioning that the tenderer is having the capacity to handle all the projects without making a consortium or without outsourcing the work.
- 17) Original solvency certificate issued in the name of the tenderer from nationalized/scheduled along with credit worthiness certificate.
- 18) Any quality assurance certification.
- 19) An undertaking mentioning non-objection to the work distribution strategy, acceptance or rejection of any bid and acceptance or rejection of lowest bid.
- 20) Earnest Money of Rs. 5,00,000/- (Five Lakhs) in the form of DD in favour of "IGNCA-NMM" payable at New Delhi (Annexure H)
- 21) All the pages in the technical and financial bid must bear the signature.
- 22) A letter of authorization is necessary if any other person other than the bidder or an employee of the bidder attends.
- 23) A copy of Tender document should be attached with the bid as well.



Annexure A**Technical Bid****Bid Letter**

To,
Director,
National Mission for Manuscripts,
New Delhi – 110001

Ref. Tender No.

Sub: Proposal for providing services relating to Digitization of Manuscripts

Sir,

We, the undersigned agency, having read and examined in detail the specifications and all the bidding documents do propose to provide the Services as specified in the bidding document.

Our offices are equipped with adequate and latest technology hardware/software. We are well equipped with all the latest Image Capture methods and facilities required for providing services and our establishment is open for inspection by the National Mission for Manuscripts.

All prices mentioned in our proposal are in accordance with the terms and condition specified in the bidding document.

All the prices and other terms and conditions of this proposal are valid for a period of 60 calendar days from the opening of the bids.

We are an Indian firm and do hereby confirm that our bid prices are all inclusive.

We have carefully read and understood the terms and conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions. The Technical Deviations are only those mentioned in Annexure E.

We enclose herewith the complete Technical Bid as required by you. This includes:

- ❖ Bid Particulars (Annexure B)
- ❖ Agency's Project Methodology pertaining to this project of National Mission for Manuscripts (Annexure C)



- ❖ Performa for the Agency's experience (Annexure D), attached photocopies of letters of Awards to establish validity.
- ❖ Statement of Deviation(s) from Tender terms and conditions (Annexure E)
- ❖ Details of hardware, software and manpower (Annexure F)
- ❖ Documentary Proof for fulfillment of pre-qualification conditions of the tender document (Annexure G)
- ❖ Details of EMD furnished in the form of DD.

Certified that we are:

A sole proprietor firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor,

or

A partnership firm and the person signing the tender is the signing authority and he/she has the authority to refer to arbitration disputes concerning the business of the partnership by the virtue of the partnership agreement/by virtue of general power of attorney.

or

A company and the person signing the tender is the constituted attorney.

Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

We do undertake that, until a formal contract is prepared and executed, this bid, together with your acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this.....day of 201..

Signature of Agency

Full Address:

Telephone No.

Details of Enclosure

Fax No.:

Company Seal



Annexure B**Technical Bid****Bid Particulars**

Tender No.:

1. Name of the Bidder:

2. Address of the Bidder:

Telephone:

Fax:

E-mail:

3. Date of Inception:

4. Proposed time schedule for Digitizing Manuscripts across India:

5. Name and Address of the officer to whom all references shall be made regarding this tender:

Phone:

Fax:

E-mail:

Signature

Name

Designation

Date

Company Seal



Annexure C

Technical Bid

Project Methodology

Vendor(s) Project Methodology Pertaining to this Project of National Mission for Manuscripts with special reference to the **Cleaning Process/Post Scanning Work** adopted for enhancing images quality and making Final Output Images.

(Please attach additional sheets, if required)



Annexure D**Technical Bid****Agency's Experience**

Clients Details where Digitization projects have been undertaken (as described in clause 10 (e) of Terms of Reference)

Name & Address of Client with contact number:

Type of Client:

Place(s) of Service:

Type of Image Capture done:

Duration:

Total Number of Manpower Deployed:

Approximate value of Service:
(in Indian Rupees)

Details of Hardware/Software/Technology used:

Any special features of the project which the Agency may like to specify:

Name, Title and Contact details of the contact at Client location:

Agency Signature, Name, Designation & Company Seal:

Note:

1. Separate sheets for each client to be enclosed.
2. Letter from the client on the project executed.



Annexure E**Technical Bid****Statement of Deviation(s) from the Tender Terms & Conditions**

Sir,

Following are the deviation(s) and variation(s) from the tender terms and conditions. These deviation(s) and variation(s) are exhaustive and except these the entire service shall be imparted as per your specifications and documents.

| S. No. | Section No. | Clause No. | Page No. | Statement of Deviations & Variation |
|--------|-------------|------------|----------|-------------------------------------|
| | | | | |

Signature of the Agency:

Name:

Date:

Place:

Company Seal:

Annexure F**Technical Bid****Details of the Hardware, Software and Manpower**

1. Name of the Company and Address:
2. Details of Hardware:
3. Details of Software:
4. Details of Manpower:
5. Details of the Search and Retrieval Software offered:
 - ❖ Branded/Proprietary
 - ❖ Platform of the software
 - ❖ Backend Database
 - ❖ Features of the Software

Signature of the Agency

Date

Place

Company Seal

Note: Separate sheets may be attached as required.

The Technical Team, at their discretion may inspect the infrastructure.

CD/DVD of Sample Digitized Images to be enclosed (minimum 10 images)



Annexure G

Technical Bid

**Documentary Proof for Fulfillment of Pre-Qualification Conditions
(As per Clause 1 of Terms of Reference of the Tender Document)**

(Please attach separate sheets if required. The Authorized Signatory representing the agency should duly attest the attached photocopies of the supporting document)

Technical Bid

(Please give the details of the Earnest Money Deposit of Rs./- in the form of DD being furnished for bidding in this tender)



Annexure I**Financial Bid****Bid Letter**

To,
Director,
National Mission for Manuscripts,
New Delhi – 110001

Ref. Tender No.

Sir,

We declare:

That we/our principals are equipped with adequate hardware/software and other facilities for providing services as required by your bid. Our establishment is open for inspection by the representatives of National Mission for Manuscripts.

We hereby offer to provide Services at the prices and rates mentioned in the Financial Bid in Annexure K.

We do hereby undertake that,

In the event of acceptance of our bid, the Services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges, traveling, hardware/software/manpower etc. for providing the desired services.

We enclose herewith the complete Commercial Bid as required by you. This includes:

1. Bid Letter (Annexure I)
2. Statement of Financial Deviation (Annexure J)
3. Details of Cost of Services offered (Annexure K)

We agree to abide by our offer for the period of 60 days from the date fixed for opening of the tenders and that we shall remain bound by a communication within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions. The Financial Deviations are only those mentioned in Annexure J.



Certified that we are:

A sole proprietor firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor,

or

A partnership firm and the person signing the tender is the signing authority and he/she has the authority to refer to arbitration disputes concerning the business of the partnership by the virtue of the partnership agreement/by virtue of general power of attorney.

or

A company and the person signing the tender is the constituted attorney.

Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

We do undertake that, until a formal contract is prepared and executed, this bid, together with your acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this.....day of 201..

Signature of Agency

Full Address:

Telephone No.

Details of Enclosure

Fax No.:

Company Seal



Annexure J**Financial Bid****Statement of Financial Deviation(s) from the Tender Terms & Conditions**

Sir,

Following are the deviation(s) and variation(s) from the tender terms and conditions. These deviation(s) and variation(s) are exhaustive and except these the entire service shall be imparted as per your specifications and documents.

| S. No. | Section No. | Clause No. | Page No. | Statement of Deviations & Variation |
|--------|-------------|------------|----------|-------------------------------------|
| | | | | |

Signature of the Agency:

Name:

Date:

Place:

Company Seal:

Annexure K

Financial Bid

Details of Cost

Rate in Rupees per page:

.....

Note: Specify rates normalized to A4 size



Annexure L**PERFORMANCE BANK GUARANTEE****To**

Dear Sir,

PERFORMANCE BANK GUARANTEE – Digitization of Manuscripts for NMM

WHEREAS

M/s. (name of the Agency), a company registered under the Companies Act, 1956, having its registered office at (address of the Agency), (which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as “Contract”) with you (Director, NMM) for Digitization of manuscripts.

We are aware of the fact that as per the terms of the contract, M/s. (Name of the Agency) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR (In words and figures), being equivalent to 10% of the total price as quoted in the commercial proposal submitted by the constituent and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR (in words and figures) without any demur.

We, the Bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a written demand from the Client which has to be served and received by us on or before on the expiry date of Bank Guarantee i.e. date stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reasons of any breach by the said Outsourced Agency of any of the terms and conditions contained in the contract/purchase order or by reasons of the said Agency failure to perform the said work order/purchase order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However this Bank guarantee shall be restricted to an amount not exceeding Rs. (Rupees). Notwithstanding anything to the



contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We, the Bank, further agree that the guarantee there in contained shall remain in full force and effect during the period that would be taken for the performance of the said work order/purchase order and that it shall continue to be enforceable till all the dues of the Clients under or by virtue of the said work order have been fully paid and it's claims satisfied or discharged or till the Client certifies that the terms and the conditions of the said work order have been fully and properly carried out by the said Agency and accordingly discharge the guarantee or till the expiry of this guarantee i.e. date whichever is earlier. Unless a demand or claim under this guarantee is received by us in writing on or before date, we, the Bank, shall be discharged from all liability under this guarantee thereafter.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period. We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request from the said Outsourced Agency or Client on or before the expiry of bank Guarantee i.e. on or before date.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period so including the extended period, if any.

Notwithstanding anything contained hereinabove, our liability under this

Performance Guarantee is restricted to INR (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written



claim is lodged on us on or before the aforesaid date of expiry of this guarantee and extended period of guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee, including for the extended period of guarantee.

Any dispute arising in relation to the said guarantee will be subject to the Jurisdiction of Delhi Courts.

We undertake to pay to the Government any money so demanded under this guarantee notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present agreement being absolute and unequivocal.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed INR
(In words and figure);

This Performance Bank Guarantee shall be valid only up to date and shall remain valid on such extended period as may be communicated by Client; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (Date i.e. completion of the period of 12 months or completion of the Digitization of manuscripts as approved by the Client and such extended period as may be communicated by Client.

Any payment made hereunder shall be free and clear of and without deductions or withholding of any nature imposts and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the abovementioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.



This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day2016.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

