**INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED
ADMINISTRATIVE Building, 2nd FLOOR,
ABOVE POST OFFICE,
OKHLA INDUSTRIAL AREA, PHASE-III,
NEW DELHI-110 020.**

TENDER No: ICSIL/2011-12/DOCU. SCANNING/01 DATED: 27.06.2011

INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED (ICSIL), NEW DELHI, invites Tender from reputed established and reliable IT Organizations having sufficient experience and infrastructure for undertaking Digitization of Service Books & other records and Document Management System (DMS) as per Terms & Condition and Scope of Work given in the Tender.

2.   The Request for Proposal (RFP) document containing details of the tender including pre-qualification criteria, requirements, scope of work, terms and conditions, response formats etc. may be downloaded from the web-site of ICSIL i.e. http://www.icsil.in

3.   The Tender time lines are as under :

Last date for submission of Bid   :   11.07.2011 by 3:00 PM

Opening of Technical Bids   :   11.07.2011 at 3:30 PM

Venue of submission and opening of Bids is :

INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED
ADMINISTRATIVE Building, 2nd FLOOR,
ABOVE POST OFFICE,
OKHLA INDUSTRIAL AREA, PHASE-III,
NEW DELHI-110 020.

Section-I : Invitation for Bids

About ICSIL :

Intelligent Communication Systems India Ltd. (ICSIL) is a joint venture of Telecommunication Consultants India Ltd. (TCIL), a govt. of India enterprise, under ministry of communications & IT and Delhi State Industrial and Infrastructure Development Corporation (DSIIDC), an undertaking of Delhi government.

1. This invitation to Tender is for undertaking Digitization of Service Books & other records and development of Document Management System (DMS).

2. Tenderers 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. The Tender should be submitted as per Clause 1 of Section II of the document not later than the date and time laid down.

3. All bids must be accompanied by a **Bid Security of Rs.60,000 (Rupees Sixty Thousand).** The bid security shall be in the form of Bank Draft or in the form of Bank Guarantee. The Bid Security in original shall reach to ICSIL before the closing date & time of the tender. The Bid Security in the form of Bank Guarantee should be submitted as per the format given at Section-VI, Appendix-A.

4. **Schedule for Invitation to Tender:**
    Last date for submission of Bid   :   11.07.2011 by 3:00 PM
    Opening of Technical Bids   :   11.07.2011 at 3:30PM

5. **Venue of submission and opening of Bids:**

    INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED
    ADMINISTRATIVE Building, 2nd FLOOR,
    ABOVE POST OFFICE,
    OKHLA INDUSTRIAL AREA, PHASE-III,
    NEW DELHI-110 020.

Note: **ICSIL** shall not be responsible for any delay/ non-receipt / non-delivery of the Bid documents due to any reason whatsoever.

Section II – Eligibility and General Instructions to Tenderers

1.   Procedure for Submission of Bids

1.1   It is proposed to have a Two Bid System for this tender:

1.1.1   Technical Bid
1.1.2   Commercial Bid

The bidder should submit the bids in two parts –"Part-I Technical Bid" & "Part-II Financial Bid". In case, a bidder is found not suitable on evaluation of Technical Bid, his financial bid will not be opened.

2. Processing Fee

2.1   The Tenderer shall deposit Processing Fee of Rs.5,000/- **(Rupees Five Thousand only)** in the form of Bank Draft valid for a period of six months in favour of **INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED, NEW DELHI. The processing fee is non-refundable.**

3. Contents of the Tender Document

3.1.   The Scope of Work, Tender Procedures and Contract Terms are prescribed in the Tender Document. In addition to **Section I - Invitation for Bids,** the Tender Document includes:

a) **Section II** – Eligibility and General Instructions to Tenderers;

b) **Section III** –Scope of Work;

c) **Section IV** – Special Terms & Conditions

d) **Section V** – Contents of Bid
    i)   **Annexure-A i.e. Tenderers Particulars**
    ii)   **Annexure-B i.e. Criteria for Qualifying in Technical Bid**
    iii)   **Annexure-C i.e. Commercial Bid Format**

e) **Section VI** - Proformas

    i. Proforma for Bank Guarantee for Bid Security Form **(Appendix A)**

    ii. Proforma for Bank Guarantee for Contract Performance Guarantee Bond **(Appendix B)**

    iii.   Contract Form **(Appendix C)**

3.2   The Tenderer is expected to examine all instructions, forms, terms & conditions, and scope of work in the Tender Document and furnish all information as stipulated.

5. Amendment of Tender Document

5.1 At any time prior to the last date for receipt of bids, the client, may, for any reason, whether at its own initiative, modify the Tender Document by an amendment.

5.2 The amendment will be notified on the **web-site of ICSIL.**

6. Documents Comprising the Bids

The bid prepared by the Tenderer shall comprise of the following components:

6.1 Technical Bid – The Technical Bid shall comprise of the following:

i) Bid Security
ii) Section V - Tenderer Particulars
iii) Section V- **Criteria for Qualifying in Technical Bid**

7. Commercial Bid:

7.1 The Commercial Bid must be submitted in the format given at **Annexure- "C" of Section V**

Tenderers should enclose with their bids, full details of all the Equipment and Services including manpower being offered with relevant documentation. All documentation is required to be in English.

8. Bid Prices

8.1 The prices quoted shall be inclusive of transportation charges and all other expenses including but not limited to those related with the visits of Tenderer's Personnel in connection with the IT Maintenance services and other Services during the contract period.

9. Firm Prices

9.1 Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever.

9.2 **The Commercial bid should clearly indicate the price to be charged as per Commercial Bid Format** without any qualifications whatsoever and should include all taxes (VAT, service, etc.), duties (excise & customs, etc), octroi, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.

10. Bid Security (EMD)

10.1 The bid security is required to protect the Client against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to Clause 10.4.

10.2 The bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee or in the form of Bank Draft issued by a Nationalised / Scheduled   Bank in favour of **INTELLIGENT**

COMMUNICATION SYSTEMS INDIA LIMITED, NEW DELHI and shall be valid for 45 days beyond the validity of the Bid **i.e. total 225 days from hosting of the Tender on the web-site of the Client Deptt.**

10.3` The successful Tenderer's bid security will be discharged upon the Tenderer executing the Contract and furnishing the performance security, **No interest will be paid by the the Client on the Bid security amount.**

10.4 The bid security may be forfeited:

a) if a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer in the Bid; or

b) in the case of a successful Tenderer, if the Tenderer fails;

    i.   to sign the Contract or

    ii.   to furnish performance security

11. Period of Validity of Bids

11.1 Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the Client.

11.2 The Client may request the Tenderer's for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of bid security provided under **Clause** 10 shall also be suitably extended.

11.3 **Validity of Rates** will be applicable to the entire contract period.

12. Local Conditions

12.1 It will be imperative for each Tenderer to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents.

12.2 It is the responsibility of the Tenderer that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Client and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Client on account of failure of the Tenderer to appraise themselves of local laws and conditions.

13. Eligibility and General Instructions to Tenderers

i. Work involves scanning and digitization of the records of indo-Tibetan Border police (hereinafter referred to as Client) consisting of approximately 50,00,000 (Fifty Lakhs) pages of varied sizes, on actual work basis, within a period of 20 Weeks from the date of awarding of the contract to successful bidder.

ii.   Necessary hardware and software shall be installed by the tenderer at the desired premises of client along with warehouses for the existing documents. Industry accredited processes for scanning of large volume of documents shall be deployed.

iii.   The entire scanning assignment shall be broadly divided into **Pre-Scanning Activities** like receipt of files from warehouse, updation of inward register, **barcoding each file**, receipting/acknowledgement, **Scanning Activities** like scanning, image cleaning, image arrangement, re-scanning if required and **Post-Scanning Activities** like updation of outward register, delivery to warehouse, metadata tagging, indexing, image batch delivery etc.

iv.   Available documents shall be scanned by deploying two types of scanners viz book scanner and page scanner. Scanned documents shall further be maintained and controlled by a robust Document Management System to enable client department officials make effective use of the converted electronic documents. Document Management System shall consist of a repository for documents and a set of applications & interfaces to manipulate the documents.

v.   The bidder shall scan and digitize at least that many pages as, in the opinion of competent authority of client deptt. can be conveniently scanned / digitized everyday in the space made available to bidder for the purpose of scanning and digitization.

vi.   The bidder must have in existence own scanning / Digitizing indexing, storing and retrieval facility for the last 5 years, i.e., current financial year and preceding 5 years. The bidder must be able to carry out cropping and cleaning of images (removing black noises around the text), skew correction to make the images straight, de-speckle (removing of small dots between the text) and providing the equal margins all around the text.

vii.   The bidder must have (I) at least five years experience of scanning / digitization, indexing, storing and providing retrieval facility of records, and (ii) must have scanned / digitized at least 50 lakhs documents in Central / State Government Offices / Courts PSUs, out of which at least 2 project of 5 lakhs documents each should have been scanned using Book Scanners (Flatbed / overhead/ V-shape cradle). Documentary evidence by way of completion certificate should be produced in support of experience and performance clearly mentioning use of Book Scanners.

viii. The company / Firm must have annual turnover of not less than One Crore rupees in each of the past three financial years (2008-09, 2009-

10,2010-11) from scanning /digitization work only and should produce balance sheets of the relevant periods certified by a Chartered Accountant.   If necessary, the bidder may produce certificates from a Chartered Accountant clearly mentioning annual turnover from the scanning and digitization of records alone for each of past 3 financial year.

ix.   The contractor shall not assign, transfer or sublet or attempt to assign, transfer or sublet, whether wholly or in part, any portion of the work to any other entity.

x.   Should be a company registered in India and should be in existence for minimum of 5 years (Attach Certificate of Incorporation and MOA of the company)

xi.   Should have established office in Delhi or NCR. (Attach Proof).

xii.   Should have a valid Service Tax and Sales Tax registration (Attach Proof)

xiii.   Should have necessary infrastructure in terms of manpower and machinery to execute said work

xiv.   Should be a Profit making Company. Attach Balance Sheet showing Net Profit after deducting all taxes and liabilities.

xv.   Delay by the contractor in the performance of the obligations under the contract shall render the vendor liable for any or all the following sanctions:

Forfeiture of its performance security, imposition of liquidated damages and / or termination of contract for default as detailed hereunder:

If, at any time during the performance of the contract the vendor encounters conditions impending timely delivery of the goods and the performance of services, the vendor shall promptly notify the client in writing of the facts of the delay, its likely duration and its cause(s). The Client shall evaluate the situation and may, at its discretion, extend the time for the performance in which case the extension shall be ratified by an amendment.

xvi.   This is a turnkey project. ICSIL will not be responsible to any kind of payment to the successful bidder other than the quote has been indicated in the response.

xvii.   All the necessary arrangements such as transportation, creation of facility etc will be done by the successful bidder at no extra cost.

xviii. **Payment shall be released monthly on actual basis. The Bill in triplicate shall be raised by vendor along with details of work done during the month duly verified by the competent authority. No advance payment will be released.**

xix. The client will provide the site and electricity.   Successful bidder will have to arrange and install their own equipment required to execute said work like PC, Scanners, Server, Generator, fuel etc at no extra cost to the client.

xx. **In case the firm does not complete the work with the stipulated period, Liquidated damages will be charged @2% of the total cost of items per month for the delayed period and maximum 10% of the total cost of items.**

xxi. Training on DMS will be imparted free of cost to the client Team at designated location.

xxii. Support for one year on DMS will be provided free of cost.

xxiii. DMS will be web based for unlimited users.

14. Address for Correspondence

The Tenderer shall designate the official mailing address, place and fax number to which all correspondence shall be sent by the Client.

15. Opening of Technical Bids by The Client

The The Client will open the **Technical Bid** on the decided date & time in the presence of the representatives of the firms who choose to attend.

16. Evaluation of Bids

16.1 The bid will be evaluated by a Evaluation Committee and the Technical Bid will be opened by the Technical Evaluation Committee.

16.2 However, the Client reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Tenderers of any such change. The Client have the right to seek any clarification from the bidders.

17. Evaluation of Technical Bids

17.1 In this part, the technical bid will be reviewed for determining the eligibility of the Tenderer for the Project and to ascertain Compliance of the Technical bids with the Tender terms and conditions, technical requirements and scope of work as defined in this tender. Bids that are technically qualified would be taken up for commercial evaluation.

18. Opening of Commercial Bids

18.1 The Client will open the Commercial Bids, in the presence of the representatives of the Tenderers who choose to attend, at the time, date and place, as decided by the Client.

18.2 The Client will open the bids of only those tenderers who qualify technically.

21. Evaluation of Commercial Bids

The commercial bids shall be evaluated by a Committee constituted for opening the Commercial Bid. 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 will prevail.

21.1 **Commercial bids will be evaluated on the basis of total price of all items as given at Sl. No. 3 of Commercial Bid Format and not on the basis of individual items (Annexure-C, Section-V).**

22. Post Qualification and Award Criteria

22.1 The Client will award the Contract to the successful Tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid in commercials, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily. .

22.2 This determination will take into account the Tenderer's financial, technical, implementation and post-implementation strengths and capabilities. It will also include examination of the documentary evidence submitted by the Tenderer as part of the bid as well as such other information as the Client deems necessary and appropriate.

22.3 The Client is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part.

23. Notification of Award

23.1 Prior to the expiration of the period of bid validity, the Client will notify the successful Tenderer in writing, that its bid has been accepted.

23.2 The notification of award will constitute the formation of the Contract.

24. Upon the successful Tenderer's furnishing of performance security, the Client will promptly notify each unsuccessful Tenderer and will discharge its bid security, pursuant to **Clause 10. above.**

25. Signing of Contract

At the same time as the Client notifies the successful Tenderer that its bid has been accepted, the successful Tenderer shall sign and date the Contract within 15 days of notification of the award.

26. Performance Security

26.1 Within 15 days of the receipt of notification of award from the Client, the successful Tenderer shall furnish the Performance Security to the client which shall be equal to 5% of the total value of the contract and shall be in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at **Appendix B of Section VI. The validity of Performance Security shall be beyond 60 days of the expiry of the contract period.**

26.2 Failure of the successful Tenderer to comply with the requirement of **Clause 25 or Clause 26** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Client may award the Contract to the next best evaluated bidder or call for new bids.

27. Confidentiality of the Document

27.1.Any information obtained by the tenderer through discussions with the client department in addition to the contents of this tender would be treated as **confidential** and shall not be disclosed in any manner, whatsoever.

28. Stipulated Time Schedule

28.1. The key milestone dates ("critical dates") as anticipated by the Client are as under :

Activity	Date/Duration
Mobilization of resources i.e manpower and machinery at the designated site	With in One week from the date of award of the contract
Document Scanning and implementation of DMS	16 weeks from the date of award of the contract
Training to the end-users	17 weeks from the date of award of the contract
User Acceptance Testing	18 weeks from the date of award of the contract
Rollout and acceptance of the system and final Sign off	20 weeks from the date of award of the contract

29. Time is of the essence

29.1. Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by the Tenderer by the specified completion date.

30. Governing Law

This Contract shall be governed in accordance with the laws of India.

31. Jurisdiction of Courts

The courts of India at Delhi have exclusive jurisdiction to determine any proceeding in relation to this Contract.

32. Compliance with Laws

The Tenderer shall comply with the laws in force in India in the course of performing this Contract.

33. Modification

33.1. Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

34. Payment Schedule:

Payment shall be released to the Tenderer on back to back basis i.e. after receiving full payment from the client department where the work is being carried out. The Bill in triplicate shall be raised by vendor along with details of work done. A certificate from the concerned competent authority is to be submitted along with the Bills stating that the said work has been completed satisfactory. Failing which release of said payment will not be processed. No advance payment will be released.

35. Currency of Payment

34.1. Payment shall be made in Indian Rupees only.

36. Deductions:

All payments to the Tenderer shall be subject to the deductions of tax at source under Income Tax Act, and other taxes, and deductions as provided for under any law, rule or regulation. All payments to the Tenderer shall be made after making necessary deductions as per terms of the Contract.

37. Information Security

1. The Tenderer / Tenderer's Team shall not carry any written/printed document, layout diagrams, floppy diskettes, hard disk, storage tapes, other storage devices or any other goods /material proprietary to Client into /out of the Client Location(s) without written permission from the Client.

2. The Tenderer / Tenderer's Team shall not destroy any

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unwanted documents, defective tapes/media present at the Client Location(s) on their own. All such documents, tapes/media shall be handed over to the Client.

38. Ownership and Retention of Documents

Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Client, the Tenderer shall deliver to the Client all Documents provided by or originating from the Client and all Documents produced by or from or for the Tenderer in the course of performing the Services, unless otherwise directed in writing by the Client at no additional cost. The Tenderer shall not, without the prior written consent of the Client store, copy, distribute or retain any such Documents.

39. Key Performance Measurements

i. Unless specified by the Client to the contrary, the tenderer shall deliver the goods, perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and other requirements as laid down in this Tender.

ii. The Client reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the scope of work.

40. Reporting Progress

i. Tenderer shall monitor progress of all the activities related to the execution of this contract and shall submit to the Client, at no extra cost, **progress reports** with reference to all related work, milestones and their progress during the implementation phase on a **weekly basis.**

ii. In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, Tenderer shall deploy extra manpower/ resources to make up the progress or to meet the Tender requirements. All time and cost effect in this respect shall be borne, by the Tenderer unless otherwise expressly provided in the Contract.

41. Force Majeure

i. Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

ii.   The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event.

iii.   In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

SECTION –III

SCOPE OF WORK

A   Pre Scanning Activities :

1.   Documents are kept at various offices of the client department Vendor is required to take these documents carefully.

2.   Documents to be collected from the store rooms of various offices / branches and required to be counted and entered into the log register before taking to the scanning area.

3.   Since documents are very old and are not in good physical condition, these are required to be repaired, if not in good scanning Condition.

4.   It will be responsibility of vendor to take care of documents security. In case of loss of any document appropriate remedy shall be taken from vendor.

5.   Each page shall be serially numbered and   counted while handing over the document to the client.

B.   Scanning Activities :

1.   Batch Processing, Archiving (Scanning and storing into image / digital form) and Retrieval.

2.   Receiving files by the vendor from client after counting and entering details in the log register.

3.   Preparing the files for scanning / digitization purpose, i.e. removal of tags, pins, etc.

4.   Scanning and storing the data in scanned form with mirroring facility and one additional back-up on hard disk drive.

5.   Indexing the stored scanned data.

6.   Handing over the files back to the client in their original condition.

7.   Handing over the slotted scanned data on appropriate media to client.

8.   Transferring the stored scanned data on appropriate electronic media to clients computer system.

9.   Imparting adequate training to the concerned staff for (A) archival (scanning and storing) (B) retrieval and printing.

10.   Full maintenance and support for one year after the completion of the work.

11.   The software and the methodology to be adopted should ensure seamless integration with the existing workflow system.

C.   **Image Enhancement Activities :**

1.   Vendor should ensure that quality of scanned images are enhanced up to the optimum level and required image enhancement activities like Deskew, Despackle, contrast ratio setting etc. has been done on the documents.

2.   In case the documents are not legible it'll be the bidder's responsibility to scan the documents on high resolution i.e. 600 dpi or higher.

3.   In case the documents are not visible then document scanning shall be done in Gray Scale. No extra payment shall be made for same.

D.   **Scanning Activities Conditions:**

1.   Take precaution with documents in an orderly manner without disturbing the chronology of the documents and without mixing pages between different documents.

2.   Carry out the scanning and profiling (including any Metadata entry) of the documents as supplied to the vendor. The vendor shall strictly comply with the operational processes for implementation of the project.

3.   The vendor shall add / replace poor quality scanned image / documents on its own for which vendor shall not be entitled to get any extra payment.

4.   It is absolute responsibility of the vendor to ensure that the contents of the digitized documents shall be an exact replica of the original paper document maintained as part of the records in the books. This will be a mandatory condition for the vendor to authenticate the validity of the digitized documents.

5.   The Client may direct to get all the documents scanned and digitized afresh by any other vendor, if it is found that the vendor has not performed the task of scanning and digitization satisfactorily and the images are of poor quality and expenditure in doing so incurred by the client shall be deducted from the vendor's bill.

6.   The files / documents will not be allowed to be removed from premises allocated to firm. Suitable hardware infrastructure / facilities have to be established onsite at client's premises to do the Digitization work.

7.   Under no circumstances, the documents should be changed, mutilated, destroyed or replaced by some other documents.

8.   **Indexing / Metadata Entry**

Vendor has to do the metadata entry as per the requirement of the Client. Indexing parameters shall be decided at the time of award of contract.

9.   **Uploading of data**

It'll be responsibility of the vendor to upload the data into the software of Client in timely manner.

10.   Data Back up

Vendor has to keep back-up of data with it and in case of any failure or data loss it'll be responsibility of vendor to provide the data.

11.   Other Instructions :

1. In any case the quality of the physical documents should not be deteriorated. Vendor shall take care of this and shall deploy appropriate scanners as per the applicability.

2. Documents size may vary form A4, A3 and above, some of the documents' size may be less than A4 also.

3. Vendor will maintain the confidentiality of the data. In case it is found that information is leaked, then the Client may take any legal action against the vendor as deemed fit.

4. Documents may be available in multiple languages. Vendors have to do the indexing accordingly.

E. SCOPE OF DIGITISATION WORK

1. Batch processing, Archiving (scanning and storing into image / digital form) and Retrieval.

2. Receiving files by the vendor from Client Deptt.

3. Preparing the files for digitization purpose, i.e., removal of tags, pins, etc.

4. Digitization and Storing the Data in digitized form with mirroring facility and one additional back up on hard disk drive.

5. Documents / pages identified by the competent authority of Client Deptt. or which are either torn or not in a proper condition or illegible should be converted in to machine readable text format (ASCII or Text mode) by OCR (Optical character Recognition) process or by data entry through keyboard typing.

6. Indexing the stored digitized data.

7. Handing over the files back to the Client Deptt.   in their original condition.

8. Handing over the slotted digitized data on appropriate electronic media to Client Deptt.

9. Transferring the stored digitized data on the hard disk of Client's computers.

10. Imparting of adequate training to the Client staff   for (A) archival (scanning and storing) and (B) retrieval and printing.

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11. Full maintenance and support for one year after the completion of the work.

12. The software and the methodology to be adopted should ensure seamless integration with the existing workflow system.

F. Feature of Document Management Software (DMS) to be developed :

1. General Features

The Document Management Software should be easy to deploy, maintain & debug. Should be secure and give better options for user interface with Windows OS integration. Document Management Software should provide rich tool set to help users manage valuable documents and records efficiently. Managing users, security & access permissions, users groups, work areas (Domains), versioning and document control are some of the user/management functions required for DMS. The centralized Document Repository should provide a self-service environment with which authorized users can manage document life cycles efficiently and securely. Tracking changes to documents, audit trails and logs should be there to help user manage their documents with incredible efficiency and speed.

2. Accessible over the Internet, WAN or LAN

Should be complete web based solution to make digitized documents accessible over internet, WAN or LAN through a standard web browser. Authorized users should be able to login securely and access documents from any location at any time using a standard web browser.

3. Robust Document Management with Version Control

Document Management Software should also enable us to manage digitized documents creation and revising. Through a check-out/check-in function documents can be versioned and multiple revisions of the same document can be stored and archived. Preserve the integrity of information with a checkout/check-in mechanism that automatically creates new document versions to forestall inadvertent overwrites.

4. Multi-Domain functionality

Create independent domains for users of different branches/offices to organize documents according to their functions. Assign users to access to multiple domains.

5. LDAP /Active Directory Integration

DMS should be integrated with LDAP and with Active Directory to allow users to authenticate user login IDs created in DMS with those already existing in LDAP Active Directory database. Hence users needed to remember only a

single user login and password in order to access the various applications in our network environment to which they are/may be authorized.

6. Template based Access Control

ACL Templates should be a smart and easy way to manage the system permission Administrator can create various ACL Templates and assign rights to these templates for public, users, groups and roles.

7. Document Retention and Ageing

DMS should offer the flexibility to define retention policies that reflect the specific needs of our organization. THE CLIENT should be able to define as many, or as few, retention policies as it needs. Define retention policies for folders and /or document classes. Define disposal method upon elapse of policy, i.e. archive or purge.

8. Document Viewer and Annotations

View, annotate, highlight, and blackout the content of hundreds of industry standard file formats directly in the web browser without the native applications installed. Documents could be magnified, zoomed, rotated for best quality viewing and could be printed using high resolution Java Technology printing (300, 600, 1200 dpi).

9. Detailed Audit Reports

At any time, system administrator can review comprehensive system audit reports containing precise and detailed information about all domain activities and resource usages. Trace every system event or operation to its exact origin to ensure strict compliance with regulatory standards.

10. Low Startup Cost

Should be an affordable, web driven solution that doesn't require expensive service, support, networking or user training.

11. Platform Independent

DMS software should be written completely in JAVA Technologies and supports ORACLE, SQL SERVER and MYSQL on Operating System. DMS should be built in java and uses an XML interface to exchange documents to make it fully platform independent: all windows Server UNIX Servers and all IBM e-Servers are supported.

12. Easy to Set-Up, Administer & Support

DMS should not take much time to install and configure.   The firm will have to provide Source Code, DLL files, System Documentation and Flow Charts of the software /database, and proper training in operation / administration &

operational manual to end-users within the quoted price. Moreover the firm will have to incorporate changes free of cost until on year from the date of installation and acceptance.

13. Document Acquisition Features

1. The system should support Bulk Import of image and electronic documents through an integrated functionality

2. The system should

3. support direct upload from MS-Word applications

14. Archival of electronic documents

1. The System should support categorization of documents in folders-subfolders just like windows interface. There should not be any limit on the number of folder and levels of sub folder

2. The System should provide facility to link cross-related documents.

3. The system should provide search facility to in the same interface, so that users are able to search the documents to be linked

4. The system should support versioning of documents with facility to write version comments

5. The system should allow Locking of documents for editing and importing it back into the system through check-in/Check-out features

15. Document View

1. The System should support Applet for viewing Image documents-No third party viewers should be there for viewing of scanned images.

2. Even for multi page document. The download and view should be page by page.

3. The system should facilitate zoom-in/zoom-out, zoom percentage and Zoom lens to zoom in on a part of image and other image operations like Invert, rotate etc.

4. Document view should have the provision to draw a line, insert arrows etc over image document.

5. Document view should have the provision to insert text over image document

6. The system should provide facility of putting text, graphic and image annotations on document pages

16. Indexing

1. The System should provide facility to index folders, files and documents on user-defined indexes like department, ministry, file number, year etc.
2. The system should provide facility to set particular fields as mandatory or unique
3. The system should facilitate manual and automatic indexing
4. The System should support Automatic full text indexing for Text search

17. Search and Retrieval

1. The system should provide extensive search facility to retrieve documents or Folders/Files
2. The system should support saving of search queries and search results
3. The system should be able to handle Tera-bytes of data with search time of less than 6 seconds
4. The system should support combined search on Profile, Indexed and Full Text Search
5. The system should support search for documents or folders on document or folder on profile information such as name, created, modified or accessed times, keywords, owner etc.
6. The system should support search for documents/Folders using user-defined indexes and document classes i.e. file number, name, ministry, department, date etc.
7. The system should support Full Text Search on image and electronic documents
8. The system should support advanced search i.e. complex search using Boolean and logical operators like and, or, greater than etc. for example searching application form on the basis of customer type and city
9. The system should provide support for configuring and saving search criteria's
10. Check-In and Checkout support for collaborative working on documents

18. Security and User Management

1. The Document management system should support and provide definition of Users, Groups and Access Roles relation in the system
2. The system should provide role based access to Folders, documents and object level in consultation with client department.
3. The system should support multiple levels of access rights at the administrator level **and not** at every user level (Delete/ Edit/ View/ Print/ Copy or Download).
4. System should provide role based access to the application
5. The system should support system privileges like Create/Delete Users, Define indexes etc.

6. The system should provide secure login id and passwords to each user and passwords should be stored in encrypted format in database

7. The system should have a facility to define password policy with extensive password validations like passwords must be of minimum 8 characters, should be alphanumeric, locking of user-id after three un-successful attempts, password expiry, password history so that passwords are not same as previous passwords etc.

8. The system should support Extensive Audit-trails at document, Folder and for highest levels for each action done by particular user with user name, date and time

9. The System should support database-based authentication.

19. Administration

1. The Admin module should support Users/Groups/Role definition and granting Access Rights to them and set password expiries

2. The Admin module should provide easy to use interface for Index structure definition that can be used by different users

3. The Admin module should provide interface for purging old audit trail and do selective logging i.e. select the system or application features for, which the audit trails have to be generated.

4. The Admin module should provide facility to take complete and incremental backups.

20. Document Delivery and Distribution

1. The system should allow users to copy documents through HTTP depending upon the access rights

2. The system should support for Print/Mail/Fax of documents

21. Reports and Audit Trails Features

1. The System should support extensive Reports and audit trails

2. The system should support Extensive Audit-trails at all levels

3. The system should provide facility to generate Audit trails on separate actions, and between specific date/times

4. The system should support extensive reporting facility at document, folder and user level.

5. The System should have audit trail to maintain history of all transactions performed on the system.

6. The system should give flexibility to administrator to do selective logging i.e. suspend and resume audit trail generation for specific system and user activities.

7. The application should log all the actions done by individual users with user name, date and time and the administrator should be able to generate detailed audit logs and history of the process instance.

22. Monitoring and Tracking

1. The System should be able to keep track of the status, the date/time the jobs are started and ended, the creation and archival date of the documents.

2. The system should have inbuilt monitoring and diagnostic tool for monitoring of logs, versions and important services.

SECTION - IV

A. SPECIAL TERMS & CONDITIONS

1. The bidders are required to quote their lowest rates per page for scanning and Digitization of records.

2. The space, furniture and electricity will be provided by the Client, free of charges.

3. The Rates so quoted should be valid for 180 days.

4. If the bidder is already doing the scanning / digitizing work on 'job work basis in any Government department or in any reputed private firm, name, address and telephone number of same may be mentioned.

5. The successful bidder shall compile and make an instruction manual for scanning / digitizing, storing and retrieving operations and the same shall be provided to the Client for use of its staff for carrying out the operation of scanning / digitizing and retrieval.

6. The bidder should have   sufficient Book Scanners (Flat bed / overhead / V shape cradle), other scanners and equipments / parts, sufficient infrastructure and qualified professionals.

7. The Client reserves the right to deny entry to any staff member of the bidder, if so deemed appropriate by it.

8. The successful bidder shall not depute any such person in Client Deptt. who is party to a litigation against the client.

9. No person engaged by the bidder shall claim any right of employment contractual or otherwise –with the Client Deptt.

10. The Client will not be answerable for the terms and conditions of employment of the staff engaged by the bidder.

11. The bidder will ensure that the staff engaged is disciplined and maintains full decorum.

12. The hardware is to be installed by the bidder and once installed, it will not be allowed to be taken away by the bidder, without express permission from the Client Deptt.

13. In Clinet's premises, the successful bidder shall undertake the job of scanning digitizing only for the Client.

14. The successful bidder shall make arrangement for daily check up of the scanners at his own cost and shall keep all the scanners in perfect working condition at all times, so as to ensure smooth running of work. In

case of failure of any scanner, the bidder shall have to make alternative arrangement immediately so that the work does not suffer.

15. Continuance of the contract shall be subject to satisfactory performance of the bidder and it may be cancelled at any time without assigning any reason for the same. The decision of the competent authority of the Client, in this regard, shall be final and binding.

16. The bidder may be allowed to do the scanning / digitization work on all working days between 9:30 AM to 6: P.M. only.

17. The Client will provide the files to the authorized representative of the bidder, supervising the scanning / digitizing work, on day to day basis under proper receipt and it will be the responsibility of the bidder to accomplish the task of scanning / digitization after following all the processes, namely Unbundling, Re-bundling, Super Indexing, scanning / digitizing, Splitting & Merger, page numbering, Storing, Retrieval, etc.

18. It will be responsibility of the bidder to return the document / file to the Client staff under acknowledgment in the same shape and condition in which it was taken.

19. The bidder will ensure that the documents /files handed over to it are kept in proper condition and no document is soiled /lost/misplaced/damaged.

20. The bidder after successfully storing the data on its own computer shall transfer the same on the computer to be provided by the the CLIENT along with the documentation, technical and user manual. However, the bidder shall be fully responsible for the proper archiving, storing and retrieval of the scanned / digitized data for a minimum period of one year after completion of his work. **Bidder shall suggest the configuration and the number of computers and other hardware and software for Archival and Retrieval of digitized data, including back up**.

21. Complete secrecy and confidentiality is required to be maintained by the bidder and his employees.

22. The bidder shall not be allowed to take away any file / record etc, either in the shape of hard copy or soft copy and the work is to be carried out in the the CLIENT premises itself.

23. The bidder has to develop and supply two copies each of the software products along with the source code. The bidder has to develop the software specific to the CLIENT needs with water marking and digital signature facilities.

24. The CLIENT will have copyright on the product, format, concept layout and design. The CLIENT will have exclusive rights to use it anywhere, in any manner.

25. Time is the essence of the contract and the bidder shall adhere to the time schedule and deadline as prescribed by the CLIENT for execution of the work.

26. On the completion of the work, the bidder shall hand over the database to this Department which shall become the property of the CLIENT for execution of the work.

27. Licensed copy of the application software and database design as may be developed by the bidder or its employees for and during execution of the work shall vest in the CLIENT and the bidder shall execute necessary documents for the same and also get an assignment from its employees, in favour of the CLIENT.

28. The database created by the bidder shall be retrievable in portable Document Format by the user. Necessary training for the retrieval of the database for the Scanning digitizing, storing, organizing and retrieval is to be imparted to the staff of the Client.

29. The retrieval parameters will be finally decided by the CLIENT in consultation with the bidder.

30. The data is to be stored by way of images in portable Document format with adequate resolutions to ensure the readability and ease in retrieval. The images so stored in the database should be properly indexed as per the requirement of the CLIENT and should be capable of adding more images, at later stage if need be, in an old stored file. The data so stored shall be in a non-editable form.

31. The scanned / digitized record will be the property of the CLIENT. The vendor shall have no right, title or interest in it and shall not use it in any manner.

32. In case the bidder finds any original document, which is in a very bad condition, it will make its best efforts to take out better print (either by typing on a separate sheet of paper or taking out a batter photocopy thereof) and then put the said data in the relevant data base. The original papers shall however be retained in the main file.

33. All scanned / digitized files will be stamped and duly signed by the users indicating that the "FILE IS SCANNED /DIGITIZED AND DULY RECONSTRUCTED" and the bidder will be fully responsible for any loss / damage of any document.

34. At the end of every month, the bidder will hand over the complete scanned / digitized data to THE CLIENT - one copy on computer system and two copies on HDD or any reliable media.

35. If it is found at any time that the scanning / digitizing, indexing, storing or retrievable has not been done in accordance with the agreed terms and conditions, the CLIENT shall be entitled to withhold further payment of the Vendor and also to recover the payment already made to him.

36. The staff of the CLIENT will do random checking of the work being done by the bidder and the event of the bidder not executing or completing the minimum agreed volume of work, THE CLIENT may impose a penalty @ 1 rupee per unfinished page in addition to the recovery of other losses and damages that it may suffer, besides terminating the contract and getting the work executed at the cost and responsibility of the bidder

37. The bidder will ensure confidentiality of the documents handed over to it.

38. The bidder will ensure that the space provided to it by the CLIENT is not misused in any manner.

39. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

40. Payment for scanning / digitization work done under the contract shall be made on monthly basis, subject to statutory and other deduction and penalties, if any levied and damages, if any recoverable under the contract provided that the work has been done as per agreed terms and to the satisfaction of THE CLIENT. The bidder will be responsible for liabilities of all kind including local and other taxes.

41. Over-writing / over-typing or erasing of figures is not allowed and shall render the tender invalid.

42. The CLIENT, in its discretion, reserves the right to reject or accept any or all the tenders partly or completely at any time without assigning any reason thereof.

43. An agreement will be executed by the bidder with the CLIENT, on the agreed terms & conditions.

44. The CLIENT will deal with the bidder directly and no middlemen / agents /commission agents etc. should be asked by the bidders to represent their cause and they will not be entertained by the CLIENT.

45. In the event of premature termination of Contract, THE CLIENT shall be entitled to forthwith forfeit the security deposit either full or in part apart from taking such other legal remedies, as are available under law and deemed necessary in the circumstance of the case. The bidder shall thereupon forthwith remove all its equipments and material and hand over the judicial and other records, which are in its possession. The bidder shall also handover all the records/documents and the digitized data, which will be the property of THE CLIENT.

46. The CLIENT or its representatives shall have the right to inspect and test any time the scanned and digitized data (output) for their readability and ease of retrieval. Where the CLIENT decides to conduct such inspection and any inspected or tested data is found to be unreadable or difficult or retrievable, the CLIENT may reject the same and the vendor shall either replace the rejected data or make all alterations necessary to meet specification requirements free of cost to the CLIENT.

47. SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of the contract shall supplement the eligibility and general instructions, scope of scanning work, scope of digitization work and special terms and conditions and wherever there is conflict, the provisions herein shall prevail over those in section I to IV.

2. The work will be accepted only after quality assurance tests /checks are carried out by authorized person of THE CLIENT.

3. THE CLIENT reserves the right to disqualify such bidder who has a record of not meeting contractual obligations against earlier contracts entered into with the CLIENT.

4. THE CLIENT reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds or THE CLIENT can take any action such as forfeiture of EMD, security deposit etc.

5. Any clarification issued by THE CLIENT, in response to query raised by prospect bidders shall form an integral part of bid documents and it may amount amendment of relevant clauses of the bid documents.

6. The bidder shall be charged liquidated damages at the rates as defined in Para 13 Sub-Para (xv) of section II i.e. **Eligibility and General Instruction to Tenderer** for any delay in the key job entrusted to the bidder beyond the scheduled deliver / installation commissioning period.

SECTION -V

CONTENTS OF BIDS

The Tenderers are required to submit a Technical and Commercial bid in response to this tender. This section provides the outline, content and the format that the Tenderers are required to follow in the preparation of their bids.

ANNEXURE – "A"

TECHNICAL BID Particulars for TENDER No: ICSIL/2011-12/DOCU. SCANNING/01

1	Name of the Tenderer	
2	Address of the Tenderer	
3	Tenderer's bid number and date	
4	Name of the person to whom all references shall be made regarding this tender	
5	Designation of the person to whom all references shall be made regarding this tender	
6	Address of the person to whom all references shall be made regarding this tender	
7	Telephone No. (with STD Code)	
8	E-Mail of the contact person:	
9	Fax No. (with STD Code)	

Signature

Name

Designation

Company

Date

SECTION -V

ANNEXURE –"B"

TECHNICAL BID QUALIFYING CRITERIA

S.No	Eligibility Criteria	Compliance by the bidder Yes or NO	Reference page no. of the document submitted by the bidder as a proof
1	Whether company registered under Company Act in India and is in existence for last 5 years (Attach Certificate of Incorporation and MOA of the company)		
2	Whether having established office in Delhi or NCR. (Attach Proof).		
3	Whether having valid Service Tax and VAT registration (Attach Proof)		
4	Whether having necessary infrastructure in terms of manpower and machinery to execute said work. Attach documentary proof.		
5	Whether it is a Profit making Company. Attach Balance Sheet showing Net Profit after deducting all taxes and liabilities.		
6	Whether having (I) at least five years experience of scanning / digitization, indexing, storing and providing retrieval facility of records and developing Document Management System. Attach proof.		
7	Must have scanned / digitized at least 50 lakhs documents in		

	Central / State Government Offices / Courts PSUs, out of which at least 2 project of 5 lakhs documents each should have been scanned using Book Scanners (Flatbed / overhead/ V-shape cradle). Documentary evidence by way of completion certificate should be produced in support of experience and performance clearly mentioning use of Book Scanners.		
8	Whether EMD of Rs.60,000/- valid up to 225 days submitted.		
9	Whether Processing fee of Rs.5000/- submitted		
10	Annual Turnover for past three years : i) 2008-09 ii) 2009-10 iii) 2010-11 From scanning /digitization work only and should produce balance sheets certified by a Chartered Accountant.		
11	Whether all Terms & Conditions of the Tender are acceptable to you.		

SECTION -V

ANNEXURE – "C"

COMMERCIAL BID FORMAT

S. No.	Description	Quantity A3/A4/Legal Pages (A)	Rate/Unit in Rs. (B)	Amount (in Rs.) C= (AXB)
1	Development and data entry of service Records of 58000 Employees. (No. of pages per service book are 50 pages). Digitization services including Scanning of Service Book of 58000 Employees, Development of Document Management Systems with security features, User interface, upload & down load of documents on BPM technology • Search • Indexing • Annotation • Retrieval • User Interface • Security features Intensive operational Training to staff and maintenance support of the complete system for a period of one year	29,00,000		Rs.
2	Taxes : Rate %age			
	(i) VAT			Rs.
	(ii) Service Tax			Rs.
3	**Total Project Value in Rs. (1+2)**			**Rs.**

Note: The Quantity given above may vary.

SECTION-VI

APPENDIX-A : BID SECURITY FORM

Whereas_____
(hereinafter called 'the Tenderer') has submitted its bid dated dd/mm/yyyy for **undertaking Digitization of Service Books & other records and Development of Document Management System (DMS)"** (hereinafter called "the Bid") to **INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED, NEW DELHI.**

KNOW ALL MEN by these presents that WE ------------------ of --------------
(hereinafter called "the Bank") are bound unto the **INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED, NEW DELHI** (herein after called "the Client") to the sum of Rupees --------- for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these present.

Sealed with the Common Seal of the said Bank this _____ day of_____2011.

THE CONDITIONS of this obligation are:

1.   If the Tenderer, withdraws its Bid during the period of bid validity specified by the Tenderer on the Bid Form; or

2.   If the Tenderer, having been notified of the acceptance of its bid by the Client during the period of bid validity,

    (a)   fails or refuses to execute the Contract Form, if required; or
    (b)   fails or refuses to furnish the Performance Security, in accordance with the instructions to Tenderers;

We undertake to pay to the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank with Seal)

SECTION – VI

APPENDIX B : PROFORMA OF PERFORMANCE BANK GUARANTEE

Ref:_____   Date :

Bank Guarantee No:.

To

The Managing Director,
ICSIL **Intelligent Communication Systems India Ltd.**
Administrative Building, 1st Floor,
Above Post Office, Okhla Indl. Estate, Ph.-III,
New Delhi -110020.

1. Against contract vide Advance Acceptance of the **TENDER No: ICSIL/2011-12/DOCU. SCANNING/01 DATED: 22.06.2011** covering "**undertaking Digitization of Service Books & other records and Development of Document Management System (DMS)"** (hereinafter called the said 'contract') entered into between the **INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED, NEW DELHI** (herein after called "the Client") and _____ (hereinafter called the **Bidder)** this is to certify that at the request of the BIDDER we_____ Bank Ltd., are holding in trust in favour of the Client, the amount of _____(write the sum here in words) to indemnify and keep indemnified the Client against any loss or damage that may be caused to or suffered by the Client by reason of any breach by the bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Client, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the bidder and the amount of loss or damage that has been caused or suffered by the Client shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the The Client.

2. We _____Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the bidder i.e till_____hereinafter called the said date and that if any claim accrues or arises against us_____ _____Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us_____Bank Ltd, not withstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____Bank Ltd, by the Client before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Client.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Client.

4. We undertake to pay to the Client any money so demanded not withstanding any dispute or disputes raised by the bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the bidder shall have no claim against us for making such payment.

6. We _____ Bank Ltd, further agree that the Client shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the bidder from time to time or to postpone for any time or from time to time any of the powers exercise-able by the Client against the said bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said bidder or for any forbearance by the Client to the said bidder or for any forbearance and or omission on the part of the Client or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder.

Date: Signature

Place: Printed Name

Witness

(Bank's common seal)

SECTION-VI

APPENDIX "C"

CONTRACT FORM

THIS AGREEMENT made the day of _____2011 AMONG The President of India acting through the **Managing Director**, **INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED, NEW DELHI** (hereinafter referred to as Client) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

The Party_____ (hereinafter referred to as the **bidder")** which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted _____ assigns having its registered office at _____ of the Second Part.

Each individually referred to as the "Party" and collectively as "Parties" .

WHEREAS

(a) The Client had invited bids *vide* their **TENDER No: ICSIL/2011-12/DOCU. SCANNING/01 DATED: 22.06.2011** hereinafter referred to as 'Tender') for ""**undertaking Digitization of Service Books & other records and Development of Document Management System (DMS)".**

(b) **T**he bidder had submitted its proposal dated (hereinafter referred to as the Bid') for the provision of such systems and services in accordance with it's proposal as set out in its Bid and in accordance with the terms and conditions of the Tender and this Contract.

(c) The Client has agreed to appoint the bidder for the provision of such systems and services and the bidder has agreed to provide Goods and Services as are represented in the Bid, including the terms of this Contract, the Annexure and Schedules attached hereto and in accordance with the terms of the Tender, and in terms of the discussions, negotiations and clarifications in relation to the implementation of the scope of work and the contract.

(d) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt

and adequacy of which is hereby acknowledged, the parties intending to be bound legally, for implementation of this contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

   (a) the Scope of Work
   (b) the Terms & Conditions of Contract:
   (c) The Client's Notification of Award.

3. In consideration of the payments to be made by the The Client to the bidder as herein after mentioned, the bidder hereby covenants with the The Client to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Client hereby covenants to pay the bidder in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered
For and on behalf of: **INTELLIGENT COMMUNICATION SYSTEMS INDIA LIMITED, NEW DELHI (the The Client)**

By: _____

In the presence of: _____

Signed, Sealed and Delivered
For and on behalf of: _____ **(the bidder)**
By: _____
In the presence of: _____