

No. 4-1/2017-GA
Telecom Regulatory Authority of India
General Administration Section
Mahanagar Doorsanchar Bhawan
Jawaharlal Nehru Marg, Near Zakir Hussain College
New Delhi – 110 002
(Visit us at www.traai.gov.in)

BID DOCUMENT

LIMITED TENDER FOR TRANSCRIPTION OF AUDIO RECORDINGS OF PROCEEDINGS OF CONFERENCE/SEMINARS ON THE TERMS AND CONDITIONS MENTIONED BELOW FROM DELHI BASED TRANSCRIPTION AGENCIES/FIRMS (INDIVIDUALS NEED NOT APPLY).

Issuing Officer : **Sr. Research Officer (GA)**
Telecom Regulatory Authority of India,
General Administration Section,
Mahanagar Doorsanchar Bhawan
Jawahar Lal Nehru Marg, (Old Minto Road),
New Delhi-110002

Tender No. : 4-1/2017-Gen. Admn.

Date of issue of Tender : 06/07/2017

Last Date of receipt of Tender : Up to 21/07/2017 Time 15:00 hrs.

Date of Opening of Tender : 21/07/2017, Time 15:30 hrs.
(If the tender opening date is declared a holiday by Govt. of India then the tender shall be opened on next working day at same time).

Tender Forms Available From : A complete set of Tender Documents can be downloaded from TRAI web site i.e. <http://www.traai.gov.in/content/Tender.aspx> and also From CPP Portal.

Earnest Money Deposit : Rs. 4,000/- only.

Total Estimate Cost of work : Approximately Rs. 2, 000, 00/- only .

2. Sealed limited tenders are invited from reputed firms for transcription of audio recordings of proceedings of conference/Seminars on the terms and conditions mentioned below from Delhi based transcription agencies/firms **(Individuals need not apply)**.

3. The bid should be submitted in a sealed cover envelope duly super-scribed "Limited Tender for transcription of audio recordings of proceedings of conference/Seminars on the terms and conditions mentioned below from Delhi based transcription agencies/firms.

4. Bidders are advised to go through the tender document carefully and understand various provisions contained therein along with their implications.

Praveen Saxena

5. The Bidders shall have to deposit EMD of Rs. 4,000/- (Rupees Four Thousand only) in the form of Demand Draft drawn on any scheduled bank in favour of "TRAI" payable at "New Delhi" along with the bid.
6. Intending eligible bidders may download a copy of bid document from the website of TRAI i.e. www.traigov.gov.
7. In case the prospective bidders need any clarification regarding any terms and conditions of the bid document, the bidder may seek clarification from the undersigned in person or telephonically before the last date of submission of tender.



(PRVEEN SAXENA)

Sr. Research Officer-II (GA)

Phone No. 011-23664-141/142

TERMS AND CONDITIONS OF TENDER

1. Introduction

Telecom Regulatory Authority of India (TRAI) invites sealed bids from **DELHI BASED TRANSCRIPTION AGENCIES/FIRMS** for transcription of audio recordings of proceedings of conference/seminars.

2. Scope of work

The scope of work and other of specifications may be ascertained from the undersigned between 11.00 am to 3.00 pm any working day on or before 21st July 2017.

3. Following documents must be submitted along with the Tender document failing which the tender will not be accepted:-

- 3.1 Tender document with all pages duly signed and embossed with official seal.
- 3.2 Demand Draft of Rs.4,000/- towards Earnest Money Deposit in favour of 'TRAI', payable at "New Delhi".
- 3.3 Proof of registration for VAT (TIN) registration number/Service tax Certificate. A self-certificate shall be given in case the tenderer is not covered/exempted under service tax.
- 3.4 Copies of minimum three works of similar nature during the three years from the date of issue of Limited Tender Enquiry in Central & State Govt. offices/Public Sector Undertaking/MNC. In case of running contract, bidder should obtain the necessary certificate from Concerned Authority and attach with Limited Tender Enquiry.
- 3.5 Copy of PAN Card.
- 3.6 A self-certificate to the effect that the tenderer has not been blacklisted by Central/State Govt. Public Sector Units or its contracts have not been terminated on account of poor performance.
- 3.7 Tender response received after due date and time, those received without sealed cover and rates not quoted in the Performa given in Annexure-I, will not be accepted.

4. Instructions to bidders

- 4.1 A complete set of Tender documents can be downloaded from TRAI website i.e. www.traigov.in or from [cpp](#) free of cost.
- 4.2. The Tender documents should be submitted in sealed cover envelope duly superscripted as "Limited Tender for **TRANSCRIPTION OF AUDIO RECORDINGS OF PROCEEDINGS OF CONFERENCE/SEMINARS**" and addressed to Senior Research Officer (GA) TRAI, 7th Floor, Mahanagar Doorsanchar Bhawan, Old Minto Road, Jawaharlal Nehru Marg, New Delhi-110002.
- 4.3. The tender duly completed in all respect must reach the designated address up to 1500 hrs on 21/07/2017 positively. Tenders received after 1500 hrs on 21/07/2017 will not be considered. The tender will be opened on same day at 15:30 hrs. If the tender opening date is declared a holiday by Govt. of India then the tender will be opened on next working day at same time and venue. The bidders or their authorized representatives may be present if they so desire.

- 4.4 No request for change in rates quoted/accepted will be entertained for any reason.
- 4.5 Canvassing in any case or form is strictly prohibited and rate quotation of tenderer who resorts to canvassing will be summarily rejected.
- 4.6 Rates should be quoted without erases and overwriting. Any correction in rates is required to be signed by the tenderer otherwise the tender may be summarily rejected.
- 4.7 The selected Agency/firm The selected Agency/firm has to collect Audio Cassettes/CDs of the event(s) from TRAI office and transcription to be delivered to TRAI office by the firm, within stipulated time given by TRAI, without any extra charges. Selected Agency/firm would work from their premises. All man power/equipments/hardware/software etc. required for the tendered work should be arranged by the agency/firm at their own cost. TRAI will not provide any office space, computers, internet, and telephone etc. for the transcription work.
- 4.8 The payment will be released after receipt of satisfactory report from the concerned user Division of TRAI. In case not found satisfactory, deductions will be made from the bill amount as decided by the competent authority.
- 4.9 The agency/firm could be terminated or blacklisted, if the quality of the transcription work is not found up to the mark or complete transcription is not provided within the given time limit.
- 4.10 The selected agency/firm shall be solely responsible for maintaining complete confidentiality of the contents/documents/action that may become known to it in the process of its work and any failure on this count shall attract strict action as per law.

5. TRAI reserves the right to:-

- 5.1 Accept or reject the bid without assigning any reasons.
- 5.2 Relax any tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the interest of TRAI.
- 5.3 TRAI reserves the right to re-tender or modify the Terms and conditions of the tender.
- 5.4. Disqualify the tenderers, blacklisted by the Central Govt./ State Govt. offices/Public Sector Undertaking or whose contract have been terminated on account of poor performance.

6. EARNEST MONEY DEPOSIT (EMD)

- 6.1 The tenderer will be required to deposit a sum of Rs. 4,000/- (Rupees Four Thousand only) as earnest money along with completed tender documents. The earnest money is towards an undertaking by the tenderer that the tenderer will not back-out from 'his offer or modify the terms and conditions thereof in a manner not acceptable to TRAI. If the tenderer fail to observe or comply with the said stipulation, the entire EMD amount shall be liable to be forfeited by TRAI.
- 6.2 The deposit as referred to under para 6.1 above shall be made by Pay Order' or Demand Draft made in favour of TRAI payable at New Delhi and valid for a minimum period of three months after the date of issue.

7. PERFORMANCE GUARANTEE/SECURITY DEPOSIT

- 7.1 The successful bidder shall give performance security in the form of account payee demand draft from a commercial bank of Rs 10,000/- in favour of TRAI payable at New Delhi. The Security Deposit will be refunded only after the expiry of the contract. The deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect, and or if any of the condition of contract is contravened/breached, an/or towards any damage caused due to negligence of the agency/firm. This forfeiture will be in addition to any action by TRAI that contracting firm/agency may invite upon themselves due to any of the reasons specified above.

8. Evaluation of Bids

- 8.1 Bids shall be opened on 21st July 2017 at 1530 hrs in the presence of bidder's representatives, who wish to attend at their cost. The bidder's representatives, who are present, will be required to put their sign in attendance register.
- 8.2 An evaluation committee consisting of officials from TRAI will evaluate the bids of all the bidders, both technically and commercially.
- 8.3 Conditional bids shall be summarily rejected.
- 8.4 The documents furnished by the bidder will be examined to see whether the qualifications and specific requirements including technical mentioned in this document are fulfilled.

Criteria for Evaluation of Bid

- 8.5 Bidders will be required to quote their rates as per the schedule of rates as given in Bid format Annexure-I. L-1 will be decided on the basis of on overall cost. The rate must be quoted inclusive of all taxes.

9. PERIOD OF CONTRACT

- 9.1 At the initial stage, the contract shall be awarded for a period of two years from the date of commencement of agreement. TRAI will have discretion for extending it for further period of one or more years on mutually acceptable terms and conditions and rates at the sole discretion of TRAI.
- 9.2 It shall be obligatory on the part of the firm to continue to work at the same rates even beyond contracted period for at least 3 (three) months or till the new contract is finalized, whichever is earlier.

10. PAYMENT CONDITION

- 10.1 No advance payment will be made in any case.
- 10.2 Bills chargeable shall be paid only after receipt of satisfactory work completion report from the division concerned, at the prices approved by the TRAI. In case of any complaint of non-fulfilment or any obligation under the contract, the TRAI reserves the right to deduct the payment due from the firm from bill(s).
- 10.3 The payment shall be made through RTGS/NEFT.
- 10.4 TDS and all others taxes will be deducted as per applicable laws as amended from time to time.

12. Validity of offer

The tenderer will be required to keep the offer open for a period of 90 (Ninety) days from the last date of submission of tender.

13. Arbitration

In the event to any dispute arising between TRAI and the firm in any matter or arising directly or indirectly, the matter shall be referred to the Secretary, TRAI who may himself act as sole arbitrator or may nominate an officer of TRAI as sole arbitrator, notwithstanding the fact that such officer has been directly or indirectly associated with the contract. The firm will not be entitled to raise any objection for the appointment of such officer of TRAI as the sole arbitrator. The award of the arbitrator shall be final and binding on both the parties to the agreement subject to provisions of Arbitration and Conciliation Act, 1996 and rules made there under. The parties expressly agree that the arbitration proceedings shall be held at New Delhi. The language of arbitration shall be in English only.

14. Penalty Clause:-

- (i) In case of backing out from the tendering, after participating in the tender process the EMD may be forfeited in full.
- (ii) In case of delay/untimely submission of work/assignment, a delay of 0.5% of the contract value per day subject to maximum of 10% of contract value will be charged as liquidated damages on the agency/firm.
- (iii) After issue of contract, the performance guarantee is liable to be forfeited in full in case of underperformance by the agency/firm, besides other action, including blacklisting of the agency/firm as may be deemed fit by the TRAI.

Bid Format**Financial Bid**

Name of Item	Rate per 60 minutes	Tax Rate (if any)	Total Rate per 60 minutes including Tax
(a)	(b)	(c)	(b) + (c) = (d)
Transcription of audio recordings	Rs		
(Rupees			only)

1	Name of the Agency/Firm		
2	Complete Address: Telephone No. Fax No. E-Mail:		
	Registration No. of Firm/Company		Enclose copy of the same for agency/firm
3	The number of years of experience for Translation works in Govt./PSU/Autonomous Organisations/Reputed Companies		In Annexure-II format
4	Enclose proof of work done in Govt./PSU/Autonomous Organisations/Reputed Companies		In Annexure-II format
5	(i) PAN No. (ii) TIN/TAN No.		Enclose copy of the same for agency/firm
6	Whether the Quotation documents have been signed and stamped as a token of having read and understood the terms and conditions contained therein and submitted the same along with the Quotation		Yes/No

Declaration:-

I/We undertake that documents are genuine/authentic and nothing material has been concealed and that I/We are not blacklisted/nor debarred by any government organisation. I/We understand that the contract is liable to be cancelled, if found to be having obtained, through fraudulent means/concealment of information. We have also understood the scope of work and other schedule of requirements as stated in the invitation to Quotation

Signature of the Authorised Signatory
Name of the official of the agency/firm
Agency/firm Seal

Date :

Place:

Puneen Saxena
Page 7 of 8

Annexure-II

Sl.No	Name of Govt./PSU/ Autonomous Organisations/ Reputed Companies	Transcription work handled	Duration of assignment/year