

No. 4-4/2019-GA
Telecom Regulatory Authority of India
General Administration Section
Mahanagar Doorsanchar Bhawan
Jawaharlal Nehru Marg, New Delhi – 110 002
(Visit us at www.trai.gov.in)

BID DOCUMENT

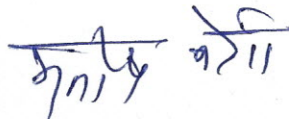
OPEN TENDER ENQUIRY FOR TRANSCRIPTION OF AUDIO RECORDINGS OF PROCEEDINGS OF CONFERENCE/SEMINARS FROM DELHI BASED TRANSCRIPTION AGENCIES/FIRMS (INDIVIDUALS NEED NOT APPLY).

- 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. : 4-4/2019-Gen. Admn.
- Date of issue of Tender : 06/11/2019
- Last Date of receipt of Tender : Up to 20/11/2019 Time 1500 hrs.
- Date of Opening of Tender : 20/11/2019, Time 1530 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.trai.gov.in/content/Tender.aspx> and also From CPP Portal.
- Earnest Money Deposit : Rs. 5,000/- only (Five Thousand).
- Total Estimate Cost of work : Approximately Rs. 2,50,000/- only for 24 months.

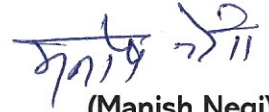
2. Sealed limited tenders are invited from the Delhi based, reputed firms for transcription of audio recordings of proceedings of conference/Seminars from transcription agencies/firms (Individuals need not apply).

3. The bid should be submitted in a sealed cover envelope duly super-scribed "Open Tender for transcription of audio recordings of proceedings of conferences/Seminars.

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

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5. The Bidders shall have to deposit an amount of Rs. 5,000/- (Rupees Five Thousand only) as EMD 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.trai.gov. and CPP Portal.
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.



(Manish Negi)

Sr. Research Officer-I (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 conferences/seminars.

2. Scope of work

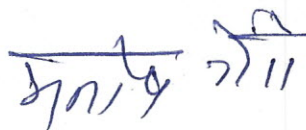
The scope of work and other of specifications may be ascertained from the undersigned between 10.00 am to 05.00 pm any working day on or before 1200 hrs. of 20/11/2019 [tender opening date].

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. 5,000/- towards Earnest Money Deposit in favour of 'TRAI', payable at "New Delhi".
- 3.3 Proof of registration for GST registration number. A self-certificate shall be given in case the tenderer is not covered/exempted under GST.
- 3.4 Copies of minimum three works of similar nature during the last three years from the date of issue of Open 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.

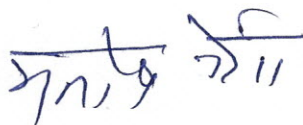
4. Instructions to bidders

- 4.1 A complete set of Tender documents can be downloaded from TRAI website i.e. www.traigov.in or from CPP Portal, free of cost.
- 4.2. Tender documents should be submitted in sealed cover envelope duly superscripted as "Open Tender for TRANSCRIPTION OF AUDIO RECORDINGS OF PROCEEDINGS OF CONFERENCE/SEMINARS" and addressed to the 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 20/11/2019 positively. Tenders received after 1500 hrs on 20/11/2019 will not be entertained/considered. The tender will be



opened on same day at 1530 hrs. In case 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, correction and overwriting. Any correction in rates is required to be signed and duly stamped by the tenderer otherwise the tender may be summarily rejected.
 - 4.7 Successful bidder has to collect Audio Cassettes/CDs/Audio through email/other digital mode 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.
 - 4.8 Successful bidder would work from their premises. All manpower/equipment/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 Intending Division of TRAI. In case transcription not found satisfactory amount in full/part as deemed fit by the competent authority will be deducted/.
 - 4.9 Successful bidder 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 Successful bidder 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.
 - 4.11 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.
5. TRAI reserves the right to:-
- 5.1 Accept or reject the bid without assigning any reasons.



- 5.2 TRAI reserves the right to re-tender or modify the Terms and conditions of the tender.
- 5.3 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)

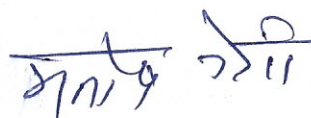
- 6.1 The tenderer will be required to deposit a sum of Rs. 5,000/- (Rupees Five Thousand only) as earnest money along with completed tender documents.
- 6.2 The earnest money is towards an undertaking by the tenderer that the tenderer will not back-out from his offer or modify the terms & conditions thereof in a manner not acceptable to TRAI. If the tenderer fails to observe or comply with the said stipulation, the entire EMD amount shall be liable to be forfeited by TRAI.
- 6.3 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 whose rates are finally accepted shall deposit an amount equal to 10 percent (ten percent) of the contract value as Performance Security Deposit. Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank.
- 7.2 Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- 7.3 In case of non-performance, the above performance security deposit will be forfeited.
- 7.4 Non-submission of performance security deposit will liable to forfeiture of EMD amount of the successful bidder.

8. Evaluation of Bids

- 8.1 Bids shall be opened on 20/11/2019 at 1530 hrs by a committee in the presence of bidder's representatives, who wish to attend bid opening, at their cost. The bidder's representative will be required to bring Authority Letter from his firm and put signature in the attendance sheet/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**

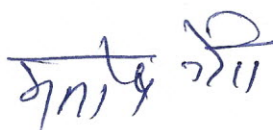
- 10.1 No advance payment will be made in any case.
- 10.2 Bills chargeable shall be paid only after receipt of satisfactory work completion report from the division concerned, at the prices approved by the TRAI. In case of any complaint of non-fulfilment or any obligation under the contract, the TRAI 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.

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Financial Bid**Scheduled of Rate**

Name of Item	Approximate No. of hours of seminar/ Conference Annually	Rate per 60 Minutes (in Rupees)	Tax Rate (if any) (in Rupees)	Total Rate per 60 minutes including Tax (in Rupees)	Total (in Rupees)
(a)	(b)	(c)	(d)	(e)	(b)x(e) = (f)
Transcription of audio recordings	200 hrs.				
(Rs. _____ only)					

Note:- Number of hours mentioned above are tentative and actual number of hours may vary based on requirement of the event (s).

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Details of firm and Undertaking

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		
4	Enclose proof of work done in Govt./PSU/Autonomous Organisations/Reputed Companies		
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
7	GST Registration No.		Enclose copy

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:

(Handwritten signature)