

**OFFICE OF THE DIRECTOR OF LIBRARY  
(DoL)**

**(GOVERNMENT OF GUJARAT)**

**TENDER  
FOR  
SCANNING & CONVERSION OF BOOKS INTO E-BOOKS**

**Tender No: SW26122017150**

**Bid Processing Fees: Rs.5,900  
Earnest Money Deposit: Rs. 2,00,000**

**(December, 2017)**



**Gujarat Informatics Ltd**

**Block no. 1, 8<sup>th</sup> floor, Udyog Bhavan,  
Sector-11, Gandhianagar-382017, Gujarat**

**Ph No. 079-23259237, 23259239**

**Fax: 079-23238925**

**[www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in)**

**Date of Pre-Bid Meeting: 05.01.2018 at 1500 hrs.  
Last date of Submission of Bid: 19.01.2018 up to 1500 hrs.  
Opening of Technical Bid: 19.01.2018 at 1600 hrs**

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**COMPETITIVE BIDDING FOR  
SCANNING & CONVERSION OF BOOKS INTO E-BOOKS  
SECTION I: INVITATION FOR BIDS**

On behalf of Office of the Director of Library, Government of Gujarat, Gujarat Informatics Ltd invites sealed tender offers (Technical and Financial) for "Scanning & Conversion of very old-rate Books into E-Books".

Please note that this bid document is not for actual award of contract/ work order but to call the rates as per the financial bid for Scanning & Conversion of Books into Books (published before 1930) into e-books. .

Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and financial bid for Scanning & Conversion of Books into E-Books.

The bidders may download the tender document from website of **Gujarat Informatics Limited** ([www.gujaratinformatics.com](http://www.gujaratinformatics.com)) as well as from <https://gil.nprocure.com>.

Bid Processing Fee	<b>Rs. 5,900 /-</b>
Last date, time for Submission of pre-bid queries on <a href="mailto:vipulp@gujarat.gov.in">vipulp@gujarat.gov.in</a> & <a href="mailto:viveku@gujarat.gov.in">viveku@gujarat.gov.in</a>	<b>01.01.2018 upto 1500 hrs.</b>
Date, Time & Place of Pre-bid meeting	<b>05.01.2018 at 1500 hrs.</b> Gujarat Informatics Ltd, Block no. 1, 8 <sup>th</sup> floor, Udyog Bhavan, Sector-11, Gandhinagar.
Last date, time for Online Submission of bids online	<b>19.01.2018 up to 1500 hrs.</b>
Date, time and place for Opening of Technical Bids	<b>19.01.2018 at 1600 hrs.</b>
Address for communication	Gujarat Informatics Ltd, Block no. 1, 8 <sup>th</sup> floor, Udyog Bhavan, Sector-11, Gandhinagar.

Earnest Money Deposit	<b>Rs.2,00,000/-</b>
Last date & Time for submission of EMD & Bid Processing Fees in GIL (Physical) along with Affidavit as given format	<b>19.01.2018 up to 1500 hrs.</b>
Validity of Tender	180 days.
Contact Person	DGM (Tech) Gujarat Informatics Ltd.
Time Limit to complete the work	<b>Within 3 months from the date of work order issued.</b>

**All bids must be submitted online on <https://gil.nprocure.com> website**

1. Technical bids will be opened in the presence of tender Committee members whoever are present as well as Bidders' or their representatives who choose to attend on the specified date and time. The tender committee has been empowered to take the final decision regarding the tender.
2. In the event of the date specified for receipt and opening of bid being declared as a holiday for Directorate of Libraries, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
3. Gujarat Informatics Ltd/ DIRECTORATE OF LIBRARIES reserve the right to accept or reject any tender offer without assigning any reason.
4. Financial bids of only those bidders who qualify on the basis of evaluation of technical bids & Demonstration will be opened.
5. Use & Release of Bidder Submissions:  
GIL/ DIRECTORATE OF LIBRARIES is not liable for any cost incurred by a Bidder in the preparation and production of any Proposal, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the GIL/DIRECTORATE OF LIBRARIES and may be returned at its sole discretion. The content of each Bidder's Proposal will be held in strict confidential during the evaluation process, and details of any Proposals will not be discussed outside the evaluation process.

## SECTION II: INSTRUCTIONS TO BIDDERS

### INTRODUCTION

#### **A. Scope of Work**

- 1) The successful bidder shall have to scan the books of the Libraries during office hrs at the place where it is. The list of libraries with no. of books and approx. no. of pages are attached
- 2) The SP has to provide all the software, Hardware required for executing the work. DIRECTORATE OF LIBRARIES will provide the Space & electricity only.
- 3) The selected bidder shall be responsible to use book scanner only with minimum resolution of 300 dpi. Books are very old and fragile, precious books have to be scanned without unbinding with the help of V-shape book cradle.
- 4) The Service Provider will be carry out data entry of indexing fields Compliant to International Standards MARC21.
- 5) The Service Provider shall responsible to convert the scanned books and carry out Quality Checks in order to ensure that the conversion quality is good and the pages are perfectly visible converted. The general features to be considered as under:

#### **6) Per Page Processing**

- A. Conversion of Scanned Color PDF into eBooks (Convert pages to black and white (Color if contains photo or text is not clear)
- B. Cleaning of page after B/w conversion.
- C. Creation of uniform margins around page for better viewing experience.
- D. OCR of page (English text) for free text search.
- E. Hyperlink Index to pages.
- F. Update SOUL database for Title, Author, subject, year of publication and Publisher and price etc.
- G. Conversion of English names to Gujarati and vice versa.

#### **7) e-Library Reader (ELR) Software Features**

- A. The ELR solution should be a Web-Based Technology, capable of functioning over Intranet and Internet.
- B. Search based on MARC21 standards
- C. Marc XML support
- D. Ability to read book (English only) (TTS)
- E. Single Page/ 2 Page view.
- F. Switch between color/BW versions while viewing.
- G. Flip page effect with sound effect.

- H. Annotation support for users
- I. Report inaccuracies
- J. Flip book pages by dragging corner, clicking page shadow, mouse wheel, etc.
- K. View page-flipping eBook in full screen
- L. Previous, Next, First or Last buttons or thumbnails to navigate through the pages
- M. Switch between color and black & white pages.
- N. Configurable Print Option
- O. Double-click to zoom in or zoom out.
- P. Access rights.
- Q. Generate Audit Trail Reports:
  - 1 User Wise Reports
  - 2 Date Range wise Report (From date to To date)
  - 3 Based on the Action Performed
  - 4 Books Searched
  - 5 Books Viewed/Downloaded

**8) SP has to demonstrate above software features during technical presentation.**

- 9) All right of the software along with source code shall be will remain with Directorate of Libraries. The quote will be on the basis of per page charge comprising of software charges which the bidder expects.
- 10) The e-books will have to be stored in the data base & written on USB Hard Disk. The concerned Data files relating to these books will also have to be written on the same USB Hard Disk for which the books files are. Further, USB Hard Disk will have to have the run-time of the software, which will enable the quick search and viewing/printing of the e-books The Service Provider will have to provide two sets of USB Hard Disk to the concerned library.
- 11) The software should be capable of quick search, retrieval, viewing and printing of the e-books. All rights of the software will be reserved with DIRECTORATE OF LIBRARIES.
- 12) The e-books shall be mobile compatible and able to access on major mobile browser and visible for any social media or mass communication device.

13) Total Approximate Volume of the books is as under.

#	Name of Beneficiary Libraries	Total No of Books (Estimated)	Total No of Pages (Estimated)
1	Government Library, Sardar Chowk, Junagadh	6156	2000693
2	Hazrat Pir Mohammad Shah Library and Research Center, Pir Mohammad Shah Road, Pankor Naka, Ahmedabad.	980	363964
3	Central Library, Bank Road, Mandvi, Vadodara.	400	80000
4	Shree C.K.Parikh Sarvajanic Pustakalaya, Navapurana Naka, Station Road, Petlad, Dist. Anand.	400	35000
5	Desai Nanji Gokulji and Sheth Zavesrshah Harjivan Library, Nr. Sea, Town Hall Building, Porbandar. 360575.	263	46852
6	Victoria Jubilee Sarvajanic Pustakalaya, Delhi Darwaja, Palanpur, Dist. Banaskantha.	226	59195
7	Parekh V.H. Sarvajanic Pustakalaya, Laldarwaja, Visanagar. Dist. Mehsana. 384315.	187	53295
8	Shreemant Maharana Shree Naran Devaji Sarvajanic Pustakalaya, Gaurav Path, Dharampur, Dist. Valsad.	170	38430
9	Sarvajanic Pustakalay, Akhaj, Dist. Mehsana.	130	29247
10	Chhaganlal Galiyara Sarvajanic Pustakalaya, Kathor Ta. Kamrej. Dist. Surat.	104	45712
11	Sarvajanic Pustakalaya, Nr. Bus Station, Linch Dist. Mehsana.	100	32237
12	Shree Ratanlal Bhaidas Modi Sarvajanic Pustakalaya, Kamrej. Dist. Surat.	93	24342
13	Saiyadpura Muslim Association Sanchalit Sarvajanic Free Library, Nr. Petrol Pump, Rampura, Ta. Choryasi, Dist. Surat.	92	10740
14	Sarvajanic Pustakalaya, Nr. Ramji Mandir, Kansa, Ta. Visnagar. Dist. Mehsana.	92	27506
15	Fatesinh Sarvajanic Pustakalaya, Patan	92	23628
16	Shree Vidyamrut Vashinee Sarvajanic Pustakalay, Ganapatni Vadi, Nani Mahetwad, Valsad.	80	33610
17	Shree Bhikhaji Unvala Granthalaya, Udavada Dist. Valsad.	81	27418
18	Government Taluka Library, Desai Vad, Nr. Bank Of Baroda, Olpad. Dist. Surat.	62	24986
19	The J.B.Pitit Public Library and free reading room, Bandar Road, Parsi Vad, Bilimora-396321.	60	27959

20	Sheth M.R. Sarvajanik Pustakalay, Nr. Kotkuva, Ta.Unjha. Dist. Mehsana 384170.	50	12954
21	Suryapur Sanskrut Pathshala Mandal sanchalit Sarvajanik Pustakalaya, Amaliran, Kamrej Dist. Surat.	46	14125
22	Shree Mahatma Gandhi Sarvajanik Pustakalaya, M.G. Road, Valsad. 396001.	40	23774
23	Soni Chimanalal Kalidas Sarvajanik Kasba Pustakalaya, Kukarvada, Ta. Vijapur, Dist. Mehsana.	31	8093
24	Sarvajanik Pustakalaya, Sojitra, Ta. Petlad Dist. Anand.	30	1000
25	P.H.Mahajan Sarvajanik Pustakalaya, Nr.Gokul Mandir, Kapadvanj, Dist. Kheda.	30	950
26	Shree C.M. Library, Gujarati Sahitya Parishad, Goverdhan Bhavan, Ahmedabad.	30	14900
27	The Kasavji Dhanjibhai Ghajhdar Reading room and Library, Library Road, Gandevi Dist. Navsari.	10	2537
28	Shree Khatalavada Kelavani Mandal Sanchalit Paisafund Kale Vanchanalaya, Khalatavada Station, Sanjan, Ta. Umargam Dist. Valsad.	30	7691
29	Shree Kanjibhai Desai Samaj Shikshan Bhavan Trust Sanchalit Sarvajanik Pustakalaya, Opp. Museum Chawk , Surat.395003.	23	5800
30	Shree M.N.Amin Sarvajanik Pustakalaya, Vaso, Ta. Nadiad, Dist. Kheda.	20	400
31	Shree Raman Pustakalaya, Prantij Bazar Chawk, Prantij, Dist. Sabarkantha .	10	300
32	Prathana Sangh, Nr. New Court, B/h Government Quarters, Bhadra Ashram, Athva Lines, Surat. 395007.	5	1619
33	Sarvajanik Pustakalaya, At.Po.Jetalvasna. Ta. Visnagar. Dist. Mehsana.	25	1250
		<b>10148</b>	<b>3080207</b>



## **B. Qualification Criteria**

Bidders desirous of bidding for the project shall fulfill the following qualification criterions:

- 1) The bidder should be in the business of **digitization of books into e-books** for at least three years as on **31<sup>st</sup> March 2017**. Company Incorporation Certificate must be submitted for the same.
- 2) The bidder should have converted at least **50 lacs** pages into e-books in the last two years as on 31<sup>st</sup> March, 2017. Necessary certificates on client letterheads should be submitted as testimonials.
- 3) Total turnover of the firm should be at least **Rs. 3 Crore** during the each of **last three financial years (2014-15 & 2015-16 & 2016-17)** or **cumulative of Rs. 9 Crores of last three years** in the business of document management and related services. The bidder must attach Statutory Auditor's Certificate Certifying the turnover. Bidder should have to upload the copies of the audited Balance sheet and profit and loss accounts.
- 4) The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of the PSU in the state of Gujarat. Certificate / affidavit mentioning that the Bidder/ Consortium Partner is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat is due to engagement in any corrupt & fraudulent practices.

**Note: All Supporting documents must be submitted online on our website <https://gil.nprocure.com> and the documents must be in clear readable form.**

## **C. PREPARATION OF BIDS**

### **1) Cost of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and “the tendering Authority” in no case, will be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

### **2) Bidding Document**

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of the bid.

### **3) Clarification of Bidding Documents**

- 1) A prospective Bidder requiring any clarification of the bidding documents may notify the tendering Authority in writing at the tendering Authorities address indicated in the Invitation for Bids before the last date of submission of pre-bid queries. The tendering Authority will discuss and clarify the queries in pre-bid meeting and issue the corrigendum on the website.
- 2) Pre bid meeting is fixed for clarification - at Gujarat Informatics Limited, 8<sup>th</sup> Floor, Block No 1, Udyog Bhavan, Gandhinagar. In the event of any clarification required and issued the corrigendum on the website, it shall form the part of the tender document.

### **4) Amendment of Bidding Documents**

- 1) At any time prior to the deadline for submission of bids, this office may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete certain conditions in the bidding document.
- 2) All prospective bidders who have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the tendering Authority, at its discretion, may extend the deadline for the submission of bids.

**5) Language of Bid**

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and The tendering Authority shall only be in English language.

**6) Bid Form**

1) The Bidder shall complete the Technical Bid & Financial Bid as per format and sequence attached as Annexure respectively. The bidder shall also complete the **Bid Form** and submit along with financial bid

**7) Bid Prices**

1) The Quote will be on the basis of per page charge (comprising of software charge).

**8) Bid Currency**

1) Prices shall be quoted in Indian Rupees only.

**9) Documents Establishing Bidder's Eligibility and Qualification**

1) The bidder shall furnish, as part of its tender offer, documents establishing the Bidder's eligibility to participate in the tender and its qualifications to perform the Contract as mentioned in qualification Criteria section

**10) Documents establishing good's Eligibility and Conformity to Bidding Documents.**

- 1) The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.
- 2) The documentary evidence of conformity of goods and services to the bidding documents may be in the form of literature, drawing and data, and shall consist of a detailed description of the essential technical and performance characteristics of the goods;
- 3) The Bidder shall note that standards for workmanship, material and equipment, and references to International brand names or catalogue numbers designated by the tendering Authority in its Technical Specifications are intended to be descriptive only and not restrictive

**11) Earnest Money Deposit**

- 1) The Bidder shall furnish, as part of its bid, an Earnest Money Deposit in the form of a DD/BG drawn in favor of Gujarat Informatics Limited payable at Gandhinagar for an amount of **Rs.2,00,000/-**. **The format of BG for EMD is attached.**
- 2) Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible but not later than 30 days after the decision of the commercial bid is taken.
- 3) The successful bidder's EMD will be discharged only after the completion of the contract papers.
- 4) The EMD shall be forfeited If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form or in case of a successful Bidder, if the Bidder fails: to sign the Contract; or to furnish the performance security.
- 5) No exemption for submitting the EMD will be given to any agency including SSI Units.
- 6) Any tender submitted without the EMD will be summarily rejected.
- 7) The bidder is liable to pay liquidated damages and penalty imposed by the tender Inviting Authority in the event of non-fulfillment of any of the terms or whole of the contract.

#### **12) Period of Validity of Bids**

- 1) Bids shall be valid for **180 days** after the date of bid opening. The tendering Authority shall reject a Bid valid for a shorter period as non-responsive.
- 2) In exceptional circumstances, the tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.
- 3) Bid evaluation will be based on the bid prices without taking into consideration the above changes.

#### **13) Performance Security Deposit**

- 1) The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract
- 2) The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Purchase order for the duration of warranty of all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural

Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD-SD/102006/108/DMO Dated 30.03.2012 issued by Finance Department (The draft of Performance Bank Guarantee is attached herewith).

- 3) The proceeds of the performance security shall be payable to the Directorate of Libraries as compensation for any loss resulting from the SI's failure to complete its obligations under the Contract.
- 4) The Performance Security will be discharged by Directorate of Libraries and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 5) In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 6) No interest shall be payable on the PBG amount. Directorate of Libraries may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

#### **14) Clarification to tender documents**

At any time after the issue of the tender documents and before the opening of the tender, the DIRECTORATE OF LIBRARIES & Gujarat Informatics Limited may make any changes, modifications or amendments to the tender documents will be uploaded on GIL website.

#### **15) Receipt of tenders and tender Opening**

- 1) The tender must be submitted online. Gujarat Informatics Limited shall not be responsible for any delay or problem occur during the submitting the bid,
- 2) Gujarat Informatics Limited may extend the last date and time for receiving tenders after giving adequate notice to all the bidders in cases where -
  - (1) The publication of the tender notice has been delayed.
  - (2) The communication of changes in the tender documents to the prospective bidders took time;

- (3) Any other reasonable grounds exist, for such extension which shall be recorded in writing by the DIRECTORATE OF LIBRARIES & Gujarat Informatics Limited

#### **D. Contents of Envelopes**

- 1) Envelope for the EMD and Bid Processing Fee.
- 2) Envelope shall be marked as Envelope for “**EMD & Bid Processing Fee**” for the tender for Scanning & Conversion of books into E-Books.

#### **E. SUBMISSION OF BIDS**

##### **1) Sealing and Marking of Bids**

1. All bids must be submitted online through <https://gil.nprocure.com> as per the formats mentioned in the same using digital signature.
2. Telex, cable, e-mailed or facsimile bids will be rejected.

##### **2) Deadline for Submission of Bids**

- 1) Bids must be submitted online through <https://gil.nprocure.com> not later than the time and date specified in the Invitation for Bids (Section I).
- 2) GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of GIL and Bidders subject to the deadline will thereafter be subject to the deadline as extended.

##### **3) Late Bids**

- 1) Any bid received by GIL after the deadline for submission of bids prescribed for the DIRECTORATE OF LIBRARIES, Office, will be rejected and/or returned unopened to the Bidder.

##### **4) Withdrawal of Bids**

- 1) The Bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering website <https://gil.nprocure.com>.
- 2) No bid may be modified after the deadline for submission of the bids.
- 3) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid EMD.

## F. BID OPENING AND EVALUATION OF BIDS

### 1) Opening of Bids by DIRECTORATE OF LIBRARIES/GIL

- 1) DIRECTORATE OF LIBRARIES/GIL will open all bids (only Technical Bids at the first instance) through the e-Tendering website of <https://gil.nprocure.com>, in the presence of Bidder or his representative who choose to attend, and at the following address:

**Gujarat Informatics Limited**

**Block No.1, 8<sup>th</sup> Floor,**

**Udyog Bhavan, Gandhinagar - 382917.**

- 2) The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for the tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.
- 3) The Bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details as DIRECTORATE OF LIBRARIES, at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.
- 4) Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.
- 5) Financial Bids of only those bidders who qualify on the basis of evaluation of technical bid & Demonstration will be opened in the presence of the qualified bidders or their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.
- 6) L1 will be selected based on the total cost of the project.

### 2) Clarification of Bids

- 1) During evaluation of bids DIRECTORATE OF LIBRARIES/GIL may, at its discretion, ask the Bidder for a clarification of its bid. DIRECTORATE OF

LIBRARIES/GIL may also ask for rate analysis of any or all items and if rates are found to be unreasonable low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

**3) Contacting DIRECTORATE OF LIBRARIES/GIL**

- 3.1 No Bidder shall contact DIRECTORATE OF LIBRARIES/GIL on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of DIRECTORATE OF LIBRARIES/GIL, he should do so in writing. DIRECTORATE OF LIBRARIES reserves the right as to whether such additional information should be considered or otherwise.
- 3.2 Any effort by a Bidder to influence DIRECTORATE OF LIBRARIES/GIL in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security amount.
- 3.3 In case of any confusion, non-synchronization or anomaly between RFP/Tender clauses and attached forms/documents, clauses of RFP/Tender shall prevail.

**4) Evaluation and comparison of Bids**

- 4.1 For technical evaluation and comparison of the bids, GIL will evaluate the technical bid in consultation with DIRECTORATE OF LIBRARIES. The committee will scrutinize techno-commercial offers and evaluate capability of vendors through presentations, demonstration, documents. etc.
- 4.2 The technical evaluation of bids will be done based on following two components only for those bidders who satisfy all the Eligibility Criteria
  - Technical Bid Document
  - Presentation on Approach & Methodology
- 4.3 The solution provider will be selected based on evaluation of technical bids & financial bids. Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened. Only without tax values will be considered for financial evaluation.



4.4 For evaluation of Financial Bids, the without tax values will only be considered for comparison.

4.5 GIL/DOL's evaluation of a Bid will exclude and not take into the account any allowance for price adjustment during the period of the execution of the contract, if provided in the bid.

## **G. AWARD OF WORK**

### **1) Award Criteria**

- 1) The tender Committee present will award the contract to the successful Bidder whose bid has been determined as the zone wise lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 2) The tendering Committee reserves the right to award the contract in parts to more than one bidder, provided further that the Bidders(s) are determined to be qualified to perform the contract satisfactorily.

### **2) Area of operation**

Area of operation will be Library as mentioned in scope of work.

### **3) GIL/DIRECTORATE OF LIBRARIES's Right to Accept / Reject Any or All Bids**

GIL/DIRECTORATE OF LIBRARIES reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to the award of Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the GIL's action.

### **4) Notification of Awards**

- 1) Prior to the expiry of the period of the bid validity, DIRECTORATE OF LIBRARIES/GIL will notify the successful bidder in writing. The bidder will confirm the same in writing through registered letter.
- 2) The notification of award will constitute the formation of the Contract.

#### **5) Signing of Contract**

- 1) At the same time as DIRECTORATE OF LIBRARIES/GIL notifies the successful Bidder that its bid has been accepted, DIRECTORATE OF LIBRARIES/GIL will send the bidder the Contract Form provided by this office.
- 2) Within 15 days of receipt of the Contract Form, the successful bidder shall sign the contract and return it to DIRECTORATE OF LIBRARIES

#### **6) Performance Security**

- 1) Within 15 days of the receipt of notification of award from the DIRECTORATE OF LIBRARIES/GIL, the successful bidder shall furnish the performance security i.e. 10% of total order value.
- 2) Failure of the successful bidder to comply with the requirement can constitute sufficient grounds for the annulment of the award and forfeiture of the bid security in which event DIRECTORATE OF LIBRARIES may take the award to the next lowest evaluated bidder or call for new bids.
- 3) The proceeds of the performance security shall be payable to DIRECTORATE OF LIBRARIES as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract.

#### **7) Corrupt or Fraudulent Practices.**

- 1) GIL/DIRECTORATE OF LIBRARIES requires that the bidders/suppliers/ contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, DIRECTORATE OF LIBRARIES defines for the purposes of this provision, the terms set forth as follows:
- 2) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of DIRECTORATE OF LIBRARIES, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive DIRECTORATE OF LIBRARIES of the benefits of the free and open competition;

- 3) DIRECTORATE OF LIBRARIES will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 4) DIRECTORATE OF LIBRARIES will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- 5) The past performance of the bidder will be crosschecked if necessary. If the facts are proven to be dubious the bidders tender will be ineligible for further processing.

**8) Interpretation of the clauses in the tender Document / Contract Document**

- 1) In case of any ambiguity in the interpretation of any of the clauses in tender Document or the Contract Document, GIL/DIRECTORATE OF LIBRARIES's interpretation of the clauses shall be final and binding on all parties. However, in case of doubt as to the interpretation of the bid, the bidder may make a Written request prior to:

The Director (e-Governance)  
Gujarat Informatics Ltd.  
Block No.1, 8<sup>th</sup> Floor, Udyog Bhavan  
Gandhinagar, Gujarat.

GIL/ DIRECTORATE OF LIBRARIES may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document.

- 2) The decision taken by the tender Committee in the process of tender evaluation will be full and final.

### SECTION III: GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 1) "The Contract" means the agreement entered into between GIL/DIRECTORATE OF LIBRARIES and the Service Provider, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 2) "Bidder" means any agency that is participating in the tender process.
- 3) "Service Provider" means any agency who is a successful bidder and to whom the contract has been awarded.
- 4) "DOL" means Office of the Director of Library, Government of Gujarat.
- 5) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- 6) "The Goods" means all the equipment, machinery and /or other materials which the Service Provider is required to supply to GIL/DIRECTORATE OF LIBRARIES under the Contract;
- 7) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Service Provider covered under the Contract;
- 8) "The Project Site", wherever applicable, means the place or places where the work is to be executed.
- 9) "Day" means a working day.
- 10) "Unit" means one single office where the entire set up has to be provided.
- 11) "Office Completeness" means the site should be complete in all respects i.e.
  - ◆ Hardware is supplied, installed and commissioned
  - ◆ Requisite Software is installed
  - ◆ Requisite Application Software is installed.
  - ◆ Connectivity setup is established.

- ◆ Requisite Manpower is deployed
- ◆ The entire setup as defined in scope of work has become functional & the transactions can be done on computers.

12) "Maintenance" means

- Taking care of the machine
- Changing the Spares when they become faulty
- Locate, remove, and repair technical faults.
- Identify Software related problems such as run time error viruses etc. & reload the machines with Software
- Maintaining up time of at least 95%
- Housekeeping of all Hardware
- Ensuring continuous power supply to all machines during working hours.
- Any other task to be performed to keep the system functional.

**13) Performance Standards**

This factor incorporates the maintenance standards as defined below:

**Service Level Standards: -**

The agency has to meet the service level norms failing which the contract is liable to get cancelled.

- a) Install high quality hardware and peripherals at all sites to ensure minimum downtime.
- b) Provide skilled and efficient manpower to attain maximum production.
- c) Provide quality consumables like branded CDs, Paper, Toners, Tapes, etc.
- d) Absolutely avoid usage of low quality consumables, refilled toners, etc.

**2. Application**

- a) These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

**3. Use of Contract Documents and Information**

- 1) The Service Provider shall not, without the GIL/DIRECTORATE OF LIBRARIES's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of GIL/DIRECTORATE OF LIBRARIES in connection therewith, to any person other than a person employed by the Service Provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2) Any document, other than the Contract itself, shall remain the property of GIL/DIRECTORATE OF LIBRARIES and shall be returned (in all copies) to GIL/DIRECTORATE OF LIBRARIES on completion of the Service Provider's performance under the Contract if so required by GIL/DIRECTORATE OF LIBRARIES.
- 3) The Service Provider shall permit GIL/DIRECTORATE OF LIBRARIES to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited.

#### **4. Patent Rights**

The Service Provider shall indemnify GIL/DIRECTORATE OF LIBRARIES against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

#### **5. Inspections and Tests**

- 100% verification shall be done by service provider and issue verification certificate
- 10% verification will be done by the staff of concerned Library officials.

In case any error found, the penalty shall be imposed as per the penalty clause.

#### **6. Delivery and Documents**

Delivery of the Goods shall be made by the Service Provider in accordance with the terms specified by DIRECTORATE OF LIBRARIES in the Notification of Award.

#### **7. Incidental Services**

The Service Provider is required to provide the following services, including additional services, if any.

- 1) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;

- 2) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- 3) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- 4) Performance or supervision or maintenance and/or repair of the supplied Goods, for the period of time mentioned in the tender notification.

## **8. Payment**

1. The payment will be release after completion of the work.
2. Any penalties imposed on the agency for non-performance will be deducted from the payments.
3. All work contract tax, service tax and income tax will be deducted at source as per the prevalent rules & regulations at the time of making payments to the Bidder during the billing cycles.
4. Payment will be made within a month's time from the date of receipt of bill, provided there is no dispute.
5. It is binding on the agency to which the work will be allotted to complete the total job-work within the specified time-period as decided by DIRECTORATE OF LIBRARIES. In case of delay, the agency will be penalized as per penalty clause.

## **9. Change Orders**

- 1) GIL/DIRECTORATE OF LIBRARIES may at any time, by written order given to the Service Provider, make changes within the general scope of the Contract in any one or more of the following:
  - a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for GIL/DIRECTORATE OF LIBRARIES;
  - b) The place of delivery; and/or
  - c) The Services to be provided by the Service Provider.
  - d) The Quantity of goods to be supplied & or the locations of supply.

- 2) If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of GIL/DIRECTORATE OF LIBRARIES's change order.

#### **10. Delays in the Service Provider's Performance**

- 1) Delivery of the Goods and performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by GIL/DIRECTORATE OF LIBRARIES.
- 2) If at any time during performance of the Contract, the Service Provider or his sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify GIL/DIRECTORATE OF LIBRARIES in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, GIL/DIRECTORATE OF LIBRARIES shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 3) The bidders shall read & understand the requirements thoroughly & shall adhere to the schedule strictly. The supply, installation & commissioning of Hardware & software at all locations shall be completed within 15 days from the date of signing the Contract Agreement.

#### **11. Penalty Clause**

- a. **If the Service Provider is not executing the contract to the satisfaction of GIL/DIRECTORATE OF LIBRARIES then may invoke any or all of the following clauses.**
  - i. Forfeit the performance Guarantee Amount. Or
  - ii. Impose a proportionate penalty of the delivered price of the Goods or unperformed services. Or



iii. Terminate the contract without giving any notice.

**b. Quality:**

100% accuracy shall be maintained in conversion of books. For accuracy less than 100%, the penalty will be deducted as mentioned below.

<u>Level of Accuracy (in percentage)</u>	<u>Penalty</u>
>= 98.00 && < 99.00	- 01% of the order value
>= 95.00 && < 98.90	- 02% of the order value
>= 90.00 && < 95.00	- 5% of the order value
<90	- No Payment

**c. Delays in deliverables:** If the service provider is not complete the work in the given time limit than the penalty@ 1% of total order value per week will be levied up to the maximum of 10 weeks.

**12. Termination for Default or Otherwise**

a. DIRECTORATE OF LIBRARIES may, without prejudice to any other remedy for breach of contract, by one week advance notice of default sent to the service provider, terminate the Contract in whole or part:

- if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by DIRECTORATE OF LIBRARIES; or
- if the service provider fails to perform any other obligation(s) under the Contract.
- If the service provider, in the judgment of DIRECTORATE OF LIBRARIES has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

- If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.

- b. The bidder (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client.

### **13. Force Majeure**

- 1) For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 2) If a force Majeure situation arises, the Service Provider shall notify DIRECTORATE OF LIBRARIES in writing within 15 days of such conditions and the cause thereof. Unless otherwise directed by GIL/DIRECTORATE OF LIBRARIES in writing, the Service Provider shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

### **14. Termination for Insolvency**

GIL/DIRECTORATE OF LIBRARIES may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to GIL/DIRECTORATE OF LIBRARIES.

### **15. Resolution of Disputes**

The matter regarding any dispute shall first be sorted out at the level of DIRECTORATE OF LIBRARIES, Gandhinagar in consultation with GIL. If the dispute persists to remain unresolved then it will be entertained, heard & finalized as per the provisions of the Arbitration and Conciliation Act, 1996.

### **16. Taxes and Duties**

The rates quoted shall be in Indian Rupees and shall be exclusive of all taxes.

### **17. Binding Clause**

All decisions taken by GIL/DIRECTORATE OF LIBRARIES regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

**20 Manpower Support:**

- 1) The service provider will be bound to supply Support Manpower with good antecedents as specified in the Manpower deployment Plan.
- 2) All salaries and statutory benefits will have to be borne by the service provider & no payments will be made by these offices.
- 3) In case of absence of any of his employee, the service provider should provide alternative person the next day.
- 4) The service provider should ensure that the behavior of manpower is decent. The service provider will be held responsible for indecent behavior of manpower, & such employees should be immediately replaced when such matter is reported.
- 5) All statutory obligations of the service provider towards his employees shall be fulfilled by him and DIRECTORATE OF LIBRARIES shall not be responsible for any such obligations.

**21. GIL/The DIRECTORATE OF LIBRARIES, Gandhinagar, reserves the right:-**

To vary, modify, revise, amend or change any of the terms and conditions mentioned above; **or**

To reject any or all the tender/s without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.

**22.** The decision regarding acceptance of tender by GIL/DIRECTORATE OF LIBRARIES will be full and final.

**23.** Conditional tenders shall be summarily rejected.

**24.** DIRECTORATE OF LIBRARIES is free to phase out the work if it feels it necessary.

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

### 1 Service Provider's Integrity

The Service Provider is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

### 2 Service Provider's Obligations

- 1) The Service Provider is obliged to work closely with DIRECTORATE OF LIBRARIES's staff, act within its own authority and abide by directives issued by DIRECTORATE OF LIBRARIES
- 2) The Service Provider will abide by the job safety measures prevalent in India and will free DIRECTORATE OF LIBRARIES from all demands or responsibilities arising from accidents or loss of life the cause of which is the Service Provider's negligence. The Service Provider will pay all indemnities arising from such incidents and will not hold DIRECTORATE OF LIBRARIES responsible or obligated.
- 3) The Service Provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
- 4) The Service Provider will treat as confidential all data and information about DIRECTORATE OF LIBRARIES, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of DIRECTORATE OF LIBRARIES

### 3 Hardware Installation

The Service Provider is responsible for all deliveries, unpacking, assemblies, wiring, installation, cabling between hardware units and connecting to power supplies. The Service Provider will test all hardware operation and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

### 4 Inspections

DIRECTORATE OF LIBRARIES will do the technical inspections as required. Vendor will provide all assistance to DIRECTORATE OF LIBRARIES staff to enable periodic technical/administrative/operational verification of the system.



SECTION VI: COMERCIAL BID FORMAT

Sr. No.	Particular	Per page Charge (Rs.)
1.	Per page Charge for Scanning & Conversion of Books into E-Books including e-Library Reader (ELR) Software	

## ANNEXURE-1

### **Work Specifications**

The following will be the broad specifications of the work to be done.

#### ***I. Role of the Government Department/DIRECTORATE OF LIBRARIES***

1. The DIRECTORATE OF LIBRARIES will provide space for the project work at its offices as specified in the scope of works.
2. The DIRECTORATE OF LIBRARIES will carry out random checking of the e-books and the data-base.
3. In order to ensure that the documents are safe and do not go in any unauthorized hands, the DIRECTORATE OF LIBRARIES will depute its supervisor(s) at the site.
4. At the end of the process, the DIRECTORATE OF LIBRARIES will receive the e-books in 2 sets of USB drive library wise.

#### ***II. Role of the Service Provider (SP)***

1. Arranging necessary computing, hardware and standby power supply equipment (like Generators and UPS).
2. Arranging the necessary furniture and storage devices at the site.
3. Receive the books along-with covering lists from DIRECTORATE OF LIBRARIES Officials. The Service Provider will have to maintain Registers for receiving the book and subsequent dispatch/handing over to the Authorized Officers of the DIRECTORATE OF LIBRARIES
4. The Service Provider must ensure that the books are not damaged/mutilated/defaced/altered in any manner.
5. Feeding the covering list into the computer and checking the books for discrepancy, if any, between the books and its covering list provided by the DIRECTORATE OF LIBRARIES.
6. Printing a check list of the data relating to books so as to ensure 100 percent accuracy of the data base (relating to the parties and land details etc). It is to be remembered that the data base will be checked randomly by the Department and any error found will be penalized as per the penalty clause. In addition to the above,



7. Writing the database on USB hard drive and check lists, binding them and finally delivering them to the DIRECTORATE OF LIBRARIES
8. The Service Provider will have to ensure that the entire work is done at the site and that no database are taken out of the site at any time.
9. In order to ensure that there are no missing or duplicate records and/or scanned images, the Service Provider should develop appropriate software to check against this.
10. Quality control of the work will be an important aspect and the Service Provider will employ sufficient personnel to ensure good quality of output.
11. As the said work is very confidential and involves high responsibility, the Service Provider is solely responsible for its security and confidentiality.
12. For the said work, Govt. will provide the space. No rent will be charged for the use of space. Rates should be quoted taking this factor into account.
13. The work should commence within 15 days from the date of receipt of letter of Intent.
14. The Service Provider should move all his equipment into the premises provided for the job and undertake the work at the said premises.

ANNEXURE - 2

**BIDDER'S AUTHORISATION CERTIFICATE**

To,  
Office of the Director of Library

<Bidder's Name> \_\_\_\_\_, <Designation>  
\_\_\_\_\_ is hereby authorized to sign relevant documents on behalf of the company in dealing with tender of reference <tender Name, Dept & Date> \_\_\_\_\_. He is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory.

\_\_\_\_\_  
<Bidder's Name>

Seal

**ANNEXURE-3**

**WORK EXPERIENCE CERTIFICATE FOR NUMBER OF DOCUMENTS HANDLED**

Name of the Firm \_\_\_\_\_

Order Number and date	Order Placed by (full contact address of such agencies)	No. Of Documents handled.	Date of completion of delivery		Remarks indicating reasons for delay in delivery, if any
			As per contract	Actual	

Date: \_\_\_\_\_ Place: \_\_\_\_\_

Signature of the Bidder

**ANNEXURE-4**

**(TO BE SUBMITTED PHYSICALLY ALONG WITH EMD & BID PROCESSING FEES)**

**AFFIDAVIT**

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by  
First Class Magistrate/ Notary public)

I/We, \_\_\_\_\_, age \_\_\_\_\_ years residing at \_\_\_\_\_ in capacity of  
\_\_\_\_\_ M/s. \_\_\_\_\_ hereby solemnly affirm that

All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.

I I We have submitted following Certificates I Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender

Sr. No.	Name of the Document
1	
2	

All the Certificates I Permissions I Documents I Permits I Affidavits are valid and current as on date and have not been withdrawn I cancelled by the issuing authority.

It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates I Permissions I Documents I Permits I Affidavits is I are found to be invalid I wrong I incorrect I misleading I fabricated I expired or having any defect.

I I We further undertake to produce on demand the original Certificate I Permission I Documents I Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.

I I We also understand that failure to produce the documents in "Prescribed Performa" (wherever applicable) as well as failure to give requisite information in the prescribed Performa may result in to rejection of the tender.

My I Our firm has not been banned I debarred I black listed at least for three years (excluding the current financial year) by any Government Department I State Government I Government of India I Board I Corporation I Government Financial Institution in context to purchase procedure through tender.

I I We confirm that I I We have meticulously filled in, checked and verified the enclosed documents I certificates I permissions I permits I affidavits I information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.

The above certificates/ documents are enclosed separately and not on the Performa printed from tender document.

I I We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is \_\_\_\_\_, which is issued on the name of \_\_\_\_\_ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm;I, whichever is applicable].

I I We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.

I / We have physically signed & stamped all the above documents along with copy of tender documents (page no. --- to -- ).

I I We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliant with specification mentioned in the bid document.

My I Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .

I / We hereby commit that we have paid all outstanding amounts of duesItaxesIcessIchargesIfees with interest and penalty.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.

Whatever stated above is true and correct to the best of my knowledge and belief.

Date:

Stamp & Sign of the Tenderer

Place:

(Signature and seal of the Notary)

## ANNEXURE-5

### Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,  
DGM (Technical)  
Gujarat Informatics Limited  
8th Floor, Block -1, Udyog Bhavan,  
Sector - 11, Gandhinagar - 382017  
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: ----- for ----- KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the ----- ( hereinafter called" date of validity of BG"), to Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2017.

#### THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
  - a. if a Bidder withdraws its bid during the period of bid validity
  - b. Does not accept the correction of errors made in the tender document;
  - c. In case of a successful Bidder, if the Bidder fails:
    - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
    - (ii) To furnish performance bank guarantee as mentioned above or
    - (iii) If the bidder is found to be involved in fraudulent practices.
    - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_2017.

\_\_\_\_\_  
Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &  
Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2014/570/DMO dated 01.04.2015 issued by Finance Department or further instruction issued by Finance department time to time.

## ANNEXURE-6

### Presentation Evaluation Criteria

Sr. no.	Evaluation Criteria	Max. Marks
1	Approach & methodology for conversion of books in to eBooks.	20
2	Expertise in executing similar kind of project (Past experience & performance)	15
3	Demonstration of software features as scope of work	15
	<b>Total Marks</b>	<b>50</b>

**Note:** Minimum 60% marks out of 100% required to qualify for next stage i.e. opening of financial bids.