

**Tender  
For  
Selection of Agency  
For  
Digitization and Micro Filming of Student's Result  
of  
Gujarat Secondary and Higher Secondary Education Board  
(GSHSEB)  
Government of Gujarat**

**Tender No: SW26062018161**

**Bid Processing Fees: 5,000/-**

**Earnest Money Deposit: 5,00,000/-  
(along with Original Self Declaration as Annexure 1)**



**Gujarat Informatics Ltd**

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

**Last date for submission of queries: 29.06.2018 up to 1200 hrs**

**Date of Pre-Bid Meeting: 04.07.2018 at 1200 hrs**

**Last date of Submission of Bids: 24.07.2018 up to 1500 hrs**

**Opening of Technical Bid: 24.07.2018 at 1600 hrs**

## Abbreviation

GSHSEB	Gujarat Secondary and Higher Secondary Education Board
DST	Department of Science & Technology, GoG
GoG	Government of Gujarat
SDC	State Data Center
GIL	Gujarat Informatics Limited
ITB	Instruction to Bidder
EMD	Earnest Money Deposit
GCC	General Condition of Contract
SCC	Special Condition of Contract
PBG	Performance Bank Guarantee
SP	Service Provider
OCR	Optical character reorganization

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## 1. SECTION 1: INVITATION FOR BIDS

Gujarat Informatics Limited on behalf of Gujarat Secondary and Higher Secondary Education Board (GSHSEB) invites online bids for “Selection of Service Provider for Digitization and Microfilming of Student’s Result”.

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 the said work.

1. The bidders may download the tender document from website of Gujarat Informatics Limited ([www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in)) as well as from <https://gil.nprocure.com>.
2. This RFP document is not transferable.
3. No Consortium will be allowed.
4. Bidders shall submit bid processing fees in the form of Demand Draft in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar along with the covering letter.
5. Bidders shall submit Bid security/EMD of Rs. 500000/- in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time; in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar (as per prescribed format given at Section 10) and must be submitted along with the covering letter.
6. The sealed cover should be super scribe as “Bid Processing fees & Bid Security/EMD for the Request for Proposal for “Selection of Service Provider for Digitization of Service Books of Granted Secondary & Higher Secondary School Staff AND Design & Development of Solution for Document Management”.
7. Important Information

Sl. No.	Information	Details
1.	Last Date, Time for submission of written queries for clarification only by e-mail as per predefine format.	<b>29.06.2018 up to 1200 hrs</b> <a href="mailto:vipulp@gujarat.gov.in">vipulp@gujarat.gov.in</a>
2.	Place, Date and Time for the Pre-bid meeting	<b>04.07.2018 at 1200 hrs</b> Conference Room, Gujarat Informatics Ltd. Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar
3.	Last date and time for submission of EMD/ Bid Security& Bid Processing fees in GIL physically along with Self Declaration in Original As <b>Annexure 1.</b>	<b>24.07.2018 up to 1500 hrs</b>
4.	Last Date and Time for the Submission of Proposal	<b>24.07.2018 up to 1500 hrs</b>

	(Technical and Commercial) (Online)	
5.	Place, Date and Time for opening of Technical Proposals	<b>24.07.2018 at 1600 hrs</b> Gujarat Informatics Ltd. Conference Room Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar
6.	Address for communication	Managing Director Gujarat Informatics Ltd. Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar
7.	Place, date and time for opening of financial/commercial proposal	The place, date and time for opening of financial/commercial proposal will give to the technically qualified bidder later on.
8.	Bid validity	180 days

8. Technical and Financial bids will be opened in the presence of bidders' or their representatives who choose to attend on the specified date and time.
9. Financial bids of only eligible bidder matching the pre-qualification criteria of the bids and qualify in presentation will be opened.
10. In the event of the date specified for receipt and opening of bid being declared as a holiday by Govt. of Gujarat, the due date for opening of bids will be the next working day at the appointed time.
11. Gujarat Informatics Ltd/GSHSEB reserve the right to accept or reject any tender offer without assigning any reason.
12. Use & Release of Bidder Submissions:  
GIL/GSHSEB 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/ GSHSEB and may be returned at its sole discretion. The content of each bidder's proposal will be held in strict confidence during the evaluation process, and details of any Proposals will not be discussed outside the evaluation process.
13. The document/papers prepared in this connection shall be the property of the GSHSEB/GIL and will have to be deposited with the GSHSEB after the work is over.
14. Bid validity period is 180 days.

## 2. SECTION 2: INSTRUCTIONS TO BIDDERS

### A. INTRODUCTION

#### 2.1 Source of Funds.

- 2.1.1 GSHSEB is calling the SP for availing the service of Selection of Service Provider for Digitization and Microfilming of Student's Result as mention in the Scope of work.
- 2.1.2 The Work order for the required service will be placed on the selected service provider by GSHSEB directly and the payment for the service mention in the said work order will be made directly by the GSHSEB from their own source of fund as per financial terms and condition of RFP.

#### 2.2 Pre-Qualification Criteria

The firm/company meeting the following eligibility criteria will be considered for further evaluation.

Sr No.	Pre-Qualification Criteria	Attachments
1	The bidder should be in the business of Data Entry or Scanning or Conversion of Microfilm for at least three years as on 31st March 2018. Company Incorporation Certificate must be submitted for the same.	Copy of work order and Certificate of Incorporation
2	The bidder should have turnover of Rs. 2.5 crore in each of last three years or cumulative of 7.5 crore in last three years from the digitization activities	CA Certificate mention the turnover from digitization activities and audited profit and loss accounts of last three years.
3	Experience of students result generation/processing through OCR/ICR technology for minimum 10 lakh students.	Submit Client Completion Certificate indicating number of records processed for each project.
4	Experience related to microfilming for minimum 10 lakh frames.	Submit Client Completion Certificate indicating number of microfilms processed for each project.
5	The bidder must have office either at Ahmedabad or Gandhinagar. If not, submit the undertaking to open the office in Gujarat within 45 days from issue of work order.	Please submit physically a copy of any one of the listed documents: Property Tax Bill/Electricity Bill/Telephone Bill/VAT/CST Registration/Lease Agreement.
6	Bidder must have registration for Professional tax,PF, ESIC, GST and PAN.	Submit the copy of the certificates in physical form.
7	The Bidder should have ISO 9001:2008 or latest certification for	Submit a copy of the requisite certificate.

	scanning / Digitization / Document Management related services.	
8	No consortium allowed.	Undertaking

All Supporting Documents are to be uploaded in our e-Tendering website <https://gil.nprocure.com>

## 2.3 Cost of Bidding

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

## B. BIDDING DOCUMENTS

### 2.4 Contents of Bidding Documents

- 2.4.1 The bid must be submitted online on <https://gil.nprocure.com>
- 2.4.2 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 in format 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 its bid.

### 2.5 Clarification of Bidding Documents

- 2.5.1 A prospective bidder requiring any clarification of the bidding documents may seek clarification of his/her query on the date indicated on RFP clause of this document. GIL/ GSHSEB will respond to any request for the clarification of any bidding documents, which it receives during the meeting on the date mentioned on the RFP clause of this document GIL shall hold a pre-bid meeting with the prospective bidders on date & time given in Section 1.
- 2.5.2 The Bidders will have to ensure that their queries for pre-bid meeting should reach to Name, Address, Fax and email id of the officer mentioned by post, facsimile or email on or before on date & time given in Section 1.

Bidder's Request For Clarification			
Name of Organization submitting request		Name & position of person submitting request:	Address of organization including phone, fax, email points of contact
S.No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required
1			
2			

Gujarat Informatics Limited shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the GIL/GSHSEB.

## **2.6 Amendment of Bidding Documents**

- 2.6.1 At any time prior to the deadline for submission of bids, GIL/GSHSEB may, for any reason, whether on its own initiative or in response to the clarification may change their bidding document by amendment; the amendment will be uploaded online through [www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in) & <https://gil.nprocure.com>.
- 2.6.2 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GIL/ GSHSEB at its discretion, may extend the deadline for submission of bids.
- 2.6.3 At any time prior to the last date for receipt of bids, GIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a corrigendum.
- 2.6.4 Any such corrigendum shall be deemed to be incorporated into this RFP.

## **C. PREPARATION OF BIDS**

### **2.7 Language of Bid**

- 2.7.1 The proposal prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and GIL shall be in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of the relevant document in the English language and in such a case, for purpose of interpretation of the Bid, the translation shall govern.

### **2.8 Documents Comprising the Bid**

- 2.8.1 The bid prepared by the Bidder shall comprise of the following documents:
  - a. Cover of EMD and Bid Processing Fee (Physically at GIL)
  - b. Technical Bid and a Financial Bid completed in accordance with ITB Clauses 2.9, 2.10 and 2.11 (Online)
- 2.8.2 The bid documents and addendums (if any) together shall be considered as final and self-contained bid document not withstanding any previous correspondence or document issued by GIL/GSHSEB.

### **2.9 Bid Form**

- 2.9.1 The Bidder shall complete the Technical Bid and a Financial Bid furnished with this document giving details as per the format mentioned in the e-Tendering website <https://gil.nprocure.com>.

### **2.10 Bid Prices**

- 2.10.1 The bidder shall indicate the prices in the format mentioned in the financial bid.
- 2.10.2 The following points need to be considered while indicating prices:
  - a) The prices quoted should also include, inland transportation, insurance and other local costs incidental to delivery of the goods and services to their final destination within the state of Gujarat
  - b) The rates of any Indian duties, GST and other taxes which will be payable by the Client on the goods (if any) if this contract is awarded, should be quoted separately. The taxes will be extra and payable on invoice amount as on actual basis.



c) Invoicing shall be from Gujarat only.

2.10.3 The Bidder's separation of the price components in accordance with the ITB Clause 2.10.2 above will be solely for the purpose of facilitating the comparison of bids by GIL and will not in any way limit the Client's right to contract on any of the terms offered.

## **2.11 Bid Currency**

2.11.1 Prices shall be quoted in Indian Rupees only.

## **2.12 Period of Validity Bids**

2.12.1 Bids shall be valid for 180 days after the date of bid opening. The GIL/GSHSEB shall reject a bid valid for a shorter period as non-responsive.

2.12.2 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.

2.12.3 Bid evaluation will be based on the bid prices without taking into consideration the above changes.

## **2.13 Format and Signing of Bid**

2.13.1 Bidders have to submit the bids on the e-Tendering website <https://gil.nprocure.com>. All supporting documents in the form of scanned copies submitted online should have sign and seal of the bidder.

2.13.2 Before filling in any of the details asked, bidders should go through the entire bid document and get the required clarifications from GIL/ GSHSEB during the pre-bid conference.

## **D. SUBMISSION OF BIDS**

### **2.14 Sealing and Marking of Bids**

2.14.1 All bids must be submitted online through <https://gil.nprocure.com> as per the formats mentioned therein using digital signatures.

2.14.2 Telex, cable, e-mailed or facsimile bids will be rejected.

### **2.15 Deadline for Submission of Bids**

2.15.1 Bids must be submitted online not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared as a holiday for GIL, the bids will be received up to the appointed time on the next working day.

2.15.2 GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 2.6, in which case all rights and obligations of GIL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **2.16 Late Bids**

2.16.1 Any bid received by GIL after deadline for submission of bids prescribed by GIL pursuant to ITB Clause 2.15, will be rejected and /or return unopened to bidder.

## **2.17 Modification and Withdrawal of Bids**

- 2.17.1 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>
- 2.17.2 No bid may be modified subsequent to the deadline for submission of the bids.
- 2.17.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry 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 security, pursuant to ITB clause 2.12.

## **E. OPENING AND EVALUATION OF BID**

### **2.18 Opening of Bids by GIL**

- 2.18.1 GIL will open all bids (only pre-qualification at the first instance), 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.**

- 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.
- 2.18.2 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 GSHSEB, 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 pursuant to ITB Clause 2.18.
- 2.18.3 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.
- 2.18.4 Financial bids of only those bidders who qualify on the basis of pre-qualification, technical bid (presentation) 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.
- 2.18.5 The bidder with lowest quote (L1) will be awarded the contract.

### **2.19 Clarification of Bids**

- 2.19.1 During evaluation of bids GSHSEB/GIL may, at its discretion, ask the bidder for a clarification of its bid. GSHSEB/GIL may also ask for rate analysis of any or all items and if rates are found to be unreasonably 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.

### **2.20 Preliminary Examination**

- 2.20.1 GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished,

whether the documents have been properly signed, and whether the bids are generally in order.

- 2.20.2 If a bid is not substantially responsive, it will be rejected by GIL and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 2.20.3 Conditional bids are liable to be rejected.

## **2.21 Contacting GIL/GSHSEB**

- 2.21.1 Subject to ITB Clause 2.19, no Bidder shall contact GIL/GSHSEB on any matter relating to its bid, from the time of the bid opening to the time of contract award. If he wishes to bring additional information to the notice of GIL/GSHSEB, he should do so in writing. GIL/GSHSEB reserves its right as to whether such additional information should be considered or otherwise
- 2.21.2 Any effort by a bidder to influence 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.

## **F. AWARD OF CONTRACT**

### **2.22 Post-qualification**

- 2.22.1 An affirmative determination will be a prerequisite for the award of the contract to the Bidder. A negative determination will result in rejection of Bidder's bid, in which event the department will proceed to the next lowest evaluated bid to make a similar determination of the Bidder's capabilities to perform the contract satisfactorily.

### **2.23 Award Criteria**

- 2.23.1 Subject to ITB Clause 2.25, GSHSEB will award the contract to the successful bidder decided as per the evaluation procedure mentioned in ITB clause no. 2.18 mentioned above.
- 2.23.2 GSHSEB reserves the right to award the contract to the bidder whose bid may not have been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.
- 2.23.3 GSHSEB reserves the right to award the contract in part to more than one bidder, provided further that the bidder(s) are determined to be qualified to perform the contract satisfactorily.

### **2.24 GSHSEB/GIL's Right to Accept Any Bid and to reject any or All Bids**

- 2.24.1 GSHSEB/GIL reserve the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, 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 GIL's action.

### **2.25 Notification of Awards**

- 2.25.1 Prior to the expiration of the period of the bid validity, concerned GSHSEB will notify the successful bidders in writing, to be confirmed in writing by registered letter, that his bid has been accepted.

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

## **2.26 Signing of Contract**

2.26.1 At the same time as GSHSEB notifies the successful Bidder that its bid has been accepted, GSHSEB will send the bidder the Contract Form, incorporating all the agreements between two parties.

2.26.2 Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to GSHSEB.

## **2.27 Corrupt or Fraudulent Practices**

2.27.1 GSHSEB requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, GSHSEB defines for the purposes of this provision, the terms set forth as follows:

d) "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

e) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to detriment of the GSHSEB/GIL and includes collusive practice among the bidders (Prior to or after the bid submission) designed to establish bid prices at artificial non-competitive level and to deprive the GSHSEB/GIL of the benefit of the free and open competition.

2.27.2 GSHSEB shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices and same shall be conveyed to Dept of Science & Technology/GIL or black listed by any of the Department of Government of Gujarat in competing for the contract in question.

2.27.3 GSHSEB shall declare a firm ineligible, and black listed 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. The same shall be conveyed to Dept of Science & Technology/GIL.

2.27.4 If any of the qualifying documents submitted by the bidder are found to be fraudulent or bogus at any time after the award of contract, the contract shall liable to be terminated with immediate effect.

2.27.5 If it is found that bidder have violated/ infringement of any Indian or foreign trademark, patent register, design, or other intellectual property rights, department shall terminate the contract of bidder and / or declare a firm ineligible and black listed either indefinitely or for stated period.

## **2.28 Interpretation of the clauses in the Tender Document / Contract Document**

2.28.1 In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, GIL's interpretation of the clauses shall be final and binding on all parties.

2.28.2 However, in case of doubt as to the interpretation of the bid, the bidder may make a written request prior to the pre-bid conference to;

Gujarat Informatics Limited  
Block No.1, 8<sup>th</sup> Floor,  
Udyog Bhavan, Gandhinagar.

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

### 3. SECTION 3: GENERAL CONDITION CONTRACT.

#### 3.1 Definitions

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

- a) "The Contract" means the agreement entered into between GSHSEB 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;
- b) "The Contract Price" means the price payable to the service provider under the Contract for the full and proper performance of its contractual obligations;
- c) "Services" means "all the services mentioned in scope of work of this document"
- d) "GCC means the General Conditions of Contract contained in this section.
- e) "GSHSEB" means client availing the service from the SP.
- f) "The Client's Country" is the country named in GCC.
- g) "The SP means service provider" means the individual or firm supplying the and / or Services under this Contract.
- h) "Day" means a working day.
- i) "Critical deliverables" means the deliverables supplies by SP
- j) "Time required for approval" means the time lapsed between the date of submission of a critical deliverables (complete in all respect for all the business functions /services) and the date of approval excluding the intermediate time taken by the Service Provider for providing clarifications/modifications and communication.
- k) The "Bid Document" and "Tender Document" are the same.
  - l) "The Project Site", wherever applicable, means the place or places where the work is to be executed.
- m) "Completion of work" means it should be certified by the authority considering the scanning and data entry work. The design & development of software solution should be certified by head office.
- n) "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 the scope of work has become functional & the transactions can be done on computers.
- o) "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
  - 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.

p) 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.

**3.2 Application**

- 3.2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

**3.3 Country of Origin**

- 3.3.1 All Services rendered under the Contract shall have their origin in the member countries and territories eligible i.e. India
- 3.3.2 The origin of Services is distinct from the nationality of the service provider.

**3.4 Standards**

- 3.4.1 The software supplied under this Contract shall conform to the standards and when no applicable standard is mentioned; to the authoritative standard appropriate to the country of origin and such standards shall be the latest issued by the concerned institution.

**3.5 Use of Contract Documents and Information**

- 3.5.1 The service provider shall not, without GSHSEB'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 the 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 so far as may be necessary for purposes of such performance.
- 3.5.2 The service provider shall not, without GSHSEB's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 3.5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of GSHSEB and shall be returned (in all copies) to GSHSEB on completion of the service provider's performance under the Contract if so required by GSHSEB.
- 3.5.4 The Service Provider shall permit GSHSEB/GIL to inspect the service providers accounts and records relating to performance of the service provider with regards to this contract and to have them audited by auditors appointed by GSHSEB/GIL, if so required by GSHSEB/GIL.
- 3.5.5 The bid and all materials submitted to the GSHSEB/GIL must be considered confidential and must be submitted in sealed envelope clearly marked as "Confidential".

### **3.6 Patent Rights, Copy Right**

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

### **3.7 Earnest Money Deposited (EMD)/Bid Security**

- 3.7.1 The bidder shall furnish, as part of its bid, an Earnest Money Deposit in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at Section 10) and must be submitted along with the covering letter.
- 3.7.2 Proposals not accompanied by EMD shall be rejected as non-responsive.
- 3.7.3 The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.
- 3.7.4 Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.
- 3.7.5 The EARNEST MONEY DEPOSIT shall be forfeited:
- 3.7.5.1 If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form;
  - 3.7.5.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.
  - 3.7.5.3 No exemption for submitting the EMD will be given to any agency.

### **3.8 Performance Security/Performance Bank Guarantee (PBG)**

- 3.8.1 The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract.
- 3.8.2 The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the receipt of notification of award 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/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is as per Section 11).
- 3.8.3 The Performance Security shall be in the form of Bank Guarantee valid for 9 months from the date of issue of work order.
- 3.8.4 The proceeds of the performance security shall be payable to the GSHSEB as compensation for any loss resulting from the Service provider's failure to complete its obligations under the Contract.
- 3.8.5 The Performance Security will be discharged by GSHSEB and returned to the Bidder on completion of the bidder's performance obligations under the contract.



- 3.8.6 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.
- 3.8.7 No interest shall be payable on the Performance Bank Guarantee amount. GSHSEB 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.

### **3.9 Inspections and Tests**

- 3.9.1 100% verification shall be done by service provider and issue verification certificate monthly batch wise.
- 3.9.2 100% verification will be done by the staff of concerned GSHSEB officials or identified officials and in case any error found, the penalty shall be imposed as per the penalty clause.
- 3.9.3 The payment will be made after completion of the work.

### **3.10 Delivery and Documents**

- 3.10.1 Delivery of the Goods shall be made by the Service Provider in accordance with the terms specified by GSHSEB in the Notification of Award.

### **3.11 Incidental Services**

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

- 3.11.1 performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- 3.11.2 furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- 3.11.3 furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- 3.11.4 Performance or supervision or maintenance and/or repair of the supplied Goods, for the period of time mentioned in the tender notification.

### **3.12 Payment**

- 3.12.1 The payment will be released after completion of the work.
- 3.12.2 The service provider request(s) for payment to GSHSEB along with the 2 original copies of invoice and necessary documents. The invoice should be in English language and Gujarat based.
- 3.12.3 Any penalties imposed on the agency for non-performance will be deducted from the payments.
- 3.12.4 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.
- 3.12.5 Payment will be made within a month's time from the date of receipt of bill, provided there is no dispute.
- 3.12.6 In case of delay, the agency will be penalized as per penalty clause.

### **3.13 Prices**

3.13.1 Prices payable to the service provider as state in the contract shall be fixed during the performance of the contract.

### **3.14 Contract Amendments**

3.14.1 Subject to GCC clause no, 3.13 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### **3.15 Assignment**

3.15.1 The service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with GSHSEB prior written consent.

### **3.16 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/GSHSEB.
- 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/GSHSEB 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/GSHSEB 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.

### **3.17 Termination for Default or otherwise**

3.17.1 GSHSEB may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:

- a) 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 GSHSEB; or
- b) If the service provider fails to perform any other obligation(s) under the Contract.
- c) If the service provider, in the judgment of GSHSEB 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;”

- d) If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.
- 3.17.2 If Bidder has violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights. Certificate/affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.

### **3.18 Force Majeure**

- 3.18.1 Notwithstanding anything contained in the tender, the SP shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- 3.18.2 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.
- 3.18.3 If a force Majeure situation arises, the service provider shall promptly notify GSHSEB in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by GSHSEB in writing, the service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

### **3.19 Termination for Insolvency**

- 3.19.1 GSHSEB may at any time terminate the Contract by giving written notice to the Supplier / service provider, if the Supplier / service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier / 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 GSHSEB.

### **3.20 Termination for Convenience**

- 3.20.1 GSHSEB by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for GSHSEB’s convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 3.20.2 The services / software that is complete and ready for rendering / deployment within 30 days after the service provider’s receipt of notice of termination shall be accepted by GSHSEB at the Contract terms and prices. For the remaining services, GSHSEB may elect:
- a) To have any portion completed and delivered at the Contract terms and prices; and/or

- b) To cancel the remainder and pay to the service provider an agreed amount for partially completed services / software and for services / software previously procured by the service provider.

### **3.21 Resolution of Disputes**

3.21.1 In this regard GSHSEB doesn't go for any arbitration on dispute and GSHSEB's decision will be final and binding on the service provider.

### **3.22 Governing Language**

3.22.1 The contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

### **3.23 Applicable Law**

3.23.1 The Contract shall be interpreted in accordance with the laws of the Union of India and that of State of Gujarat.

### **3.24 Taxes and Duties**

3.24.1 Service providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted software/ services to GSHSEB. However, GST in respect of the transaction between GSHSEB and the service provider shall be payable extra as on actual at the time of invoicing.

### **3.25 Binding Clause**

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

### **3.26 Manpower Support:**

3.26.1 The service provider will be bound to supply Support Manpower with good antecedents as specified in the Manpower deployment Plan.

3.26.2 All salaries and statutory benefits will have to be borne by the service provider & no payments will be made by these offices.

3.26.3 In case of absence of any of his employee, the service provider should provide alternative person the next day.

3.26.4 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.

3.26.5 All statutory obligations of the service provider towards his employees shall be fulfilled by him and GSHSEB shall not be responsible for any such obligations.

### **3.27 GIL/The GSHSEB, Gandhinagar, reserves the right:-**

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

3.27.2 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.

3.27.3 The decision regarding acceptance of tender by GIL/GSHSEB will be full and final.

3.27.4 Conditional tenders shall be summarily rejected.

3.27.5 GSHSEB is free to phase out the work if it feels it necessary.

## 4. SECTION 4: SPECIAL CONDITIONS OF CONTRACT

### 4.1 Time Limit for GSHSEB Project

Sr. no	Milestone	Timeline
1	Digitization and Microfilming of Student's Result including Meta Data Entry including retrieval software.	6 months from award of work order

### 4.2 Payment:

4.2.1 Payment for the service shall be made in Indian Rupees as follows:

Sr. No	Activity	Payment
1.	Digitization and Microfilming of Student's Result including Meta Data Entry including retrieval software	Payment will be released only after completion of work

### 4.3 Penalty Clause

4.3.1 If the Service Provider is not executing the contract to the satisfaction of GSHSEB/GIL then may invoke any or all of the following clauses.

4.3.1.1 Forfeit the performance Guarantee Amount. Or

4.3.1.2 Impose a proportionate penalty of the delivered price of the unperformed services. Or

4.3.1.3 Terminate the contract.

### 4.3.2 Quality:

100% accuracy shall be maintained in Scanning and linking of the documents. For accuracy less than 100%, the penalty will be deducted as mentioned below.

**Level of Accuracy (in percentage)**

**Penalty**

>= 98.00 &&< 99.00

- 02% of the order value of scanning work

>= 95.00 &&< 98.00

- 05% of the order value of scanning work

>= 90.00 &&< 95.00

- 10% of the order value of scanning work

<90

- No Payment

4.3.3 Delays in Scanning work: If the service provider does not complete the work in the given time limit than the penalty@ 1% of total order value of scanning work per week will be levied up to the maximum of 5 weeks.

4.3.4 The Service Provider shall be responsible for scanning and indexing of all the documents and carry out Quality Checks in order to ensure that the scanning quality is good and the pages are perfectly scanned and flagged.

4.3.5 SLA for Damage or Permanent loss of Documents: The selected bidder shall be responsible to take care of documents during the process of scanning and data entry. If any documents are damaged during the process, the selected bidder shall be responsible to rectify it/ repair the same at its own cost. In case of any

permanent loss or damage of documents, the penalty will be applicable as mentioned in SLA mentioned below.

<b>SLA Measures</b>	<b>No. of Documents</b>	<b>Action</b>	<b>Flat Penalty Rs.</b>
<b>Damage of Pages</b>	1 to 5	Rectify it/ repair the same on immediate basis	Rs. 500 per Page
	Above 5	Rectify it/ repair the same on immediate basis	Rs. 1000 per Page
<b>Permanent loss of Pages</b>	1	---	Rs. 1000 per Page
	2 to 5	---	Rs. 1500 per Page
	Above 5	---	Rs. 2000 per Page

#### **4.4 Right to use defective software/equipment**

4.4.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the software/equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such software/equipment until rectification of defects, errors or omissions by debugging / repair or by partial or complete replacement is made without interfering with GSHSEB's operation.

#### **4.5 Service Provider's Integrity**

4.5.1 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.

#### **4.6 Supplier/ Service Provider's Obligations**

4.6.1 The Service Provider is obliged to work closely with GSHSEB's staff, act within its own authority and abide by directives issued by GSHSEB

4.6.2 The Service Provider will abide by the job safety measures prevalent in India and will free GSHSEB 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 GSHSEB responsible or obligated.

4.6.3 The Service Provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.

4.6.4 The Service Provider will treat as confidential all data and information about GSHSEB, 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 GSHSEB.

#### **4.7 Hardware Installation**

4.7.1 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.

#### 4.8 **Inspections**

- 4.8.1 GSHSEB/GIL will do the technical inspections as required. Vendor will provide all assistance to GSHSEB/GIL staff to enable periodic technical/administrative/operational verification of the system.



## 5. SECTION 5: SCOPE OF WORK

1. The service provider shall have to carry out the scanning, indexing, data entry of the old records for GS & HSEB examination Board in English with Meta Data for each page and file folder.
2. The selected bidder shall carry out following tasks:
  - a. Scanning and storing the data in pre-defined format of approximately 20 Lakh pages of A3, A2 or other available sizes, at a minimum 400 dpi optical resolution. Preference is 600 dpi, but 400 dpi is a MUST. Images / Pdf must comply current viewing standards.
  - b. The bidder has to submit the same in two sets data storage systems (Hard drives with large capacity) along with the retrieval software with quick search and viewing /printing facility. They have to submit indexed print out of the scanned records for verifications. Indexed print out per file folder and one global for the project. Records are from 1952 to current year (or year specified by board).
3. The service provider has to bring all the software, Hardware, Air Conditioners required for executing the work. GS&HSEB will provide the space & raw electricity only. SP will have to provide all the applications (software) required for running the operation mentioned in the scope.
4. Unbinding of bounded volumes will not be permitted for scanning or any other purpose.
5. The service provider must preserve the quality of file folders and must ensure proper use during the scanning process. Teared/damaged pages must be manually entered in to the system with best possible result. It must follow the approval process to inject it in the main captured media.
6. Majority of records are in English Language. Index manual has a mixture of Gujarati and English Language and must be captured for cross verification with the scanned file / folder content. Need to type everything(all content) in English Language and store it.
7. The service provider has to do the metadata entry, indexing the scanning and store the data. Handling over the records back to the section in their original condition. The service provider must provide system captured Meta data during scanning as well as provide a facility to enter custom Meta data for all the required fields per record or per file / folder or the Service Provider has to perform ICR/OCR on scanned images with Zonal ICR/OCR. ICR/OCR must capture details with 99% accuracy. SP has to achieve 100% accuracy by manual verification of captured data (image-based verification).
8. Transform hand written notes on each record, if it exists, in to meaningful term that can be used later for querying or be matched with the master list, if exists. In case of an absence of Master list, it needs to be generated by service provider, during the process of Scanning. service provider will have to provide the master record in database form (and other soft forms required by board)

9. The service provider shall be responsible to scan all the records to ensure that the scanning quality is good and the pages perfectly scanned. 100% digital verification with the original document is required, which will be authenticated by both the service provider and GS & HSEB designated individuals. When required, service provider may have to print and do verification of records. This is applicable when manual entry is required.
10. When visibility of the scanned document has issues, service provider must make sure to manually enter the data in the format of the document and ensure accuracy with manual verification. Quality of the document falls under all types such as Bad, Poor, Good and Excellent.
11. SERVICE PROVIDER must provide a software for viewing, retrieving and searching the scanned documents. Documents must be categorized as defined by GS & HSEB, for example: District/Taluka wise or Exam / Subject wise or School/College/Institute wise or Year of exam or any other that may arise during the scanning of the document or by mapping data provided by the GS & HSEB.
12. SP should supply custom made software or software with lifetime copyright with source code. The IPR of the same shall be exclusive property of GS & HSEB.
13. Custom Metadata entry fields could contain values like Year, Semester, Seat number, Year of exam etc. with a possibility of required fields per bound document. Each bound document must have all the defined Meta data during the approval process, to be designed by SERVICE PROVIDER.
14. No editing should be done on the original document. In case of editing, the security/audit report must RED flag the mismatch of Signature/Sign of the document or Bad Signature. Process to conduct the Audit of the document and revert to the original must be provided by SERVICE PROVIDER.
15. Security of the scanned records must be provided, to prevent copy and distribution. Upon approval of the Digitized copy by GS & HSEB, it must be digitally signed by the approver.
16. SERVICE PROVIDER must provide a mechanism to provide a report indicating the integrity of the data every week. After completion of the project, tools/software/process must be handed over to GS & HSEB for further use. GS & HSEB becomes the copyright holder of the custom assets developed during the process of Digitization, from capture to final move to the Repository.
17. Following are the integration requirements:
  - a. Each scanned document must be converted to text using ICR/OCR/manual data entry at least two times and compare both the entries during verification.
  - b. Each record must be converted /entered in to the compatible import format for the target system.
  - c. Each converted entered record must be verified upon conversion for accuracy.
  - d. For scanned images, path must be provided per seat number for target system integration

- e. Each year of data may require different set of business rules for conversion programs due to different type of formats and conditions set forth at the time.
- f. All hand-written notes on OR must be attached to records where they are associated, and be added to the conversion data. More than 8 different types of hand –written notes exists on all official records file/folder.
- g. All encoded subject codes as part of the record, must be decoded by executing the business rules.

18. After completion of the project, the software support should be provided for a minimum period of 5 years with initial training of 1 year (with onsite support).

19. Service Provider will develop and deliver 35 mm microfilms certified for 500 years of life with images in original scanned format.

\*Copy right of the custom version of retrieval provided by SERVICE PROVIDER will be of GS & HSEB and source code of the same in editable version has to be provided by SERVICE PROVIDER to GS&HSEB. No third-party software should be used for core software provision.

\*Task which is not covered under the scope of work will have to performed by SERVICE PROVIDER at agreed rate or by rate finalized by GS&HSEB.

**Scope for Migration:** Since, Government is planning to implement centralized document Management System (DMS), the agency shall be responsible for migration of the same in DMS as and when implemented without any additional cost to GSHSEB. Out of total payment, 5% payment will be put on hold up to 1 year and same shall be release after completion of Migration activities or after one year whichever is earlier.

**Volume of Work:**

Year	Volume no.	Total Volume	Approx. no. of pages per Volume	Approx. Total Pages
<b>Details of Volume of work of 10<sup>th</sup> Standard</b>				
October/March 1952 to 2006	1 to 7752	7752	150/200	1162800 to 1550400
March/July 2007 to 2016	1 to 6405	6405	150/200	960750 to 1281000
March 2017	-	850	150/200	127500 to 170000
<b>Approx. Total Pages</b>				<b>2251050 to 3001400</b>
<b>Details of Volume of work of 12<sup>th</sup> Standard</b>				
1978 to 2011	1 to 100	100	200	20000
1978 to 2011	101 to 200	100	150	15000
1978 to 2011	201 to 6214	6014	100	601400
2013 to 2016	-	3000	100	300000
2017	-	800	100	80000
<b>Approx. Total Pages</b>				<b>1016400</b>

## **6. SECTION 6: TECHNICAL EVALUATION METHODOLOGY**

A Three stages procedure will be adopted in evaluating the bids:

### **(i) An Eligibility/Pre-qualification evaluation:**

The eligibility evaluation will be carried out based on the criteria mentioned in the tender document. All those bidders who matches all the eligibility criteria will be called for the presentation Evaluation.

### **(ii) Presentation evaluation:**

All the eligible bidders will be called for the presentation of 50 marks which should cover the following points:

1. Approach & methodology for scanning and Data Restoration process
2. Scanning quality of sample registers given for live demo. (Demo to be given while presentation with 99% accuracy ICR/OCR)
3. Accuracy of OCR/ICR captured data
4. Value additions

The bidder shall be required to get at least 60% marks (30 marks out of 50) in the presentation to qualify for next stage i.e. opening of the financial bids.

### **(iii) Financial evaluation**

The financial bids of all the bidder who get 60% marks (30 marks out of 50) in the presentation/demonstration evaluation stage will be opened.

## 7. SECTION 7: FINANCIAL BID FORMS

### Financial Bid Format

Sr. No.	Description	Unit Rate(Rs.)
1	Per page charges for scanning (size 12.3 X 12) & Microfilming of pages including Meta Data entry and retrieval software with source code and support to be provided for migration to DMS as and when required	

**Note:**

- Taxes are extra as applicable at the time of invoicing.

## 8. SECTION 8: BID FORM

Date:

Tender No:

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

Dear Sir,

Having examined the Bidding Documents including Addenda Nos. \_\_\_\_\_ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render "Selection of Service Provider for Digitization of Records of GSHSEB" in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith and made part of this bid. We have not placed any condition for the bid on our part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.

We undertake, if our bid is accepted, to render the services in accordance with the delivery schedule which will be specified in the contract document that we will sign if the work order given to us.

If our bid is accepted, we will obtain the guarantee of a bank for the sum indicated as per tender document for the due performance of the Contract, in the form prescribed by GSHSEB.

We agree to abide by this bid for a period of 180 (One hundred and eighty only) days after the date fixed for bid opening of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

Name:

Address: \_\_\_\_\_

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

Signature

(in the capacity of)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_.

**9. SECTION 9: BIDDER'S AUTHORISATION CERTIFICATE**

**To,  
Managing Director,  
Gujarat Informatics Ltd.**

<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

## 10. SECTION 10: FORMAT OF EARNEST MONEY DEPOSIT IN FORM OF BANK GUARANTEE

Ref:

Bank Guarantee No.

Date:

To,  
DGM (Tech)  
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: XXXX for RFP for "Selection of Service Provider for Digitization of Records of GSHSEB" KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the \_\_\_\_\_, 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 -----2016.

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 the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER 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/PUCHASER 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: Any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.

**11. SECTION 11: PERFORMANCE BANK GUARANTEE**

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s.

.....  
..... having Principal Office at  
..... (hereinafter referred to as

the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of \_\_\_\_\_ by issue of Purchase Order No.....

Dated ..... issued by Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER,

\_\_\_\_\_ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) to the OWNER/PURCHASER on demand at any time up to \_\_\_\_\_ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/ PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned

CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER 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/PUCHASER 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.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2018

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

\_\_\_\_\_  
For & on Behalf of

Name of the Bank & Branch & Its official Address

## 12. ANNEXURE-1: SELF DECLARATION

(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 Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed Proforma 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 Proforma 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;1, 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 compliment 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)