

Tender
For
Selection of Service Provider
For
Digitization of Records
For
Office of the Gujarat State Tax Commissioner

Tender No: SW18082018168

Bid Processing Fees: 2,360/-

Earnest Money Deposit: 2,00,000/-



Gujarat Informatics Ltd
Block no. 1, 8th floor, Udyog Bhavan,
Sector-11, Gandhianagar-382017, Gujarat
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www.gil.gujarat.gov.in

Last date for submission of queries: 28.08.2018 upto 1500 hrs
Date of Pre-Bid Meeting: 06.09.2018 at 1500 hrs.
Last date of Submission of Bids: 20.09.2018 upto 1500 hrs.
Opening of Technical Bid: 20.09.2018 at 1600 hrs.

Abbreviation

GSTC	Office of the Gujarat State Tax Commissioner
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
TSP	Total Solution Provider
OCR	Optical character reorganization
SP	Service Provider

TABLE

1. SECTION 1: INVITATION FOR BIDS	4
2. SECTION 2: INSTRUCTIONS TO BIDDERS.....	7
A. INTRODUCTION	7
2.1 Source of Funds.	7
2.2 Pre-Qualification Criteria	7
2.3 Cost of Bidding.....	8
B. BIDDING DOCUMENTS.....	8
D. SUBMISSION OF BIDS.....	10
E. OPENING AND EVALUATION OF BID	11
F. AWARD OF CONTRACT.....	12
3. SECTION 3: GENERAL CONDITION CONTRACT.	15
4. SECTION 4: SPECIAL CONDITIONS OF CONTRACT	23
5. SECTION 5: SCOPE OF WORK.....	25
6. SECTION 7: FINANCIAL BID FORMS	28
7. SECTION 8: BID FORM	29
8. SECTION 9: BIDDER'S AUTHORISATION CERTIFICATE	30
9. SECTION 10: FORMAT OF EARNEST MONEY DEPOSIT IN FORM OF BANK GUARANTEE ..	31
10. SECTION 11: PERFORMANCE BANK GUARANTEE.....	33
11. SECTION 12: Self Declaration	34
12. FORMAT OF AFFIDAVIT	36

1. SECTION 1: INVITATION FOR BIDS

Gujarat Informatics Limited on behalf of Office of the Gujarat State Tax Commissioner (GSTC) invites online bids for “Selection of Service Provider for Digitization of Records for Office of the Gujarat State Tax Commissioner.”

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) 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. 200000/- 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/10/2016/328/DMO dated 01.05.2017 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. Bidders has to submit the affidavit physically at GIL In ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public as per GR No. SPO-10-2008-794-CH dated 7th December, 2016 of IMD. (as per prescribed format given at Section 13)
7. The sealed cover should be super scribe as “Bid Processing fees , Bid Security/EMD and Affidavit (as per attached format Section 13) for the Request for Proposal for “Selection of Service Provider for Digitization of Records for Office of the Gujarat State Tax Commissioner”

8. 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.	28.08.2018 upto 1500 hrs. vipulp@gujarat.gov.in

2.	Place, Date and Time for the Pre bid meeting	06.09.2018 at 1500 hrs. Conference Room, Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
3.	Last date and time for submission of EMD/ Bid Security & Bid Processing fees, Affidavit (as per prescribed format given at Section 13) in GIL physically	20.09.2018 upto 1500 hrs.
4.	Last Date and Time for the Submission of Proposal (Technical and Commercial) (Online)	20.09.2018 upto 1500 hrs.
5.	Place, Date and Time for opening of Technical Proposals	20.09.2018 at 1600 hrs. Gujarat Informatics Ltd. Conference Room Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
6.	Contact person for queries	DGM(App), Gujarat Informatics Limited
7.	Address for communication	DGM(App), Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
8.	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.
9.	Bid validity	180 days

9. 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.

10. Financial bids of only eligible bidder matching the pre-qualification criteria of the bids will be opened.

11. 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.

12. Gujarat Informatics Ltd/GSTC reserve the right to accept or reject any tender offer without assigning any reason.

13. Use & Release of Bidder Submissions:

GIL/GSTC 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/ GSTC 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.

14. The document/papers prepared in this connection shall be the property of the GSTC/GIL and will have to be deposited with the GSTC after the work is over.

15. Bid validity period is 180 days.

2. SECTION 2: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

2.1 Source of Funds.

- 2.1.1 GSTC is calling the short listed SP for availing the service of Data Digitization for GSTC 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 GSTC directly and the payment for the service mention in the said work order will be made directly by the GSTC 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 opening of the financial bids.

Sr No.	Pre-Qualification Criteria	Attachments
1	The Bidder should be in the business of Scanning and Data Entry related services for at least three years as on date of submission of the bids.	Copy of work orders showing at least 3 years of operations in Scanning and Data Entry related services. Copy of certificate of Incorporation.
2	Total turnover of the firm should be at least Rs. 2.5 Crore in each of last three financial years or cumulative of Rs. 7.50 crore in last three years (2014-15, 2015-16, 2016-17) in the business of scanning and Data Entry related services.	CA certificate mentioning turnover of Scanning and Data Entry related services along with the copies of the audited Balance sheet and profit and loss accounts.
3	Bidder should have ongoing/completed at least 3 such Scanning projects with each of value more than 30 lacs or 2 such projects with value more than 40 Lacs or 1 such project with value of more than 50 lacs in the last five years as on last date of submission of bid.	Copy of Work Orders and Satisfactory Completion Certificates from the client.
4	The bidder should have handled average annual 50 lacs documents in the last three years as on last date of submission of bid.	Necessary certificates on client letterheads should be submitted as testimonials.
5	The Bidder should have ISO 9001:2008 or latest certification for scanning / Digitization / Document Management related services.	Submit a copy of the requisite certificate.
6	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 is not currently blacklisted by	Self-Declaration as Section-12

	Government of Gujarat or any of the PSU in the state of Gujarat is due to engagement in any corrupt & fraudulent practices.	
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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/ GSTC 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/GSTC.

2.6 Amendment of Bidding Documents

- 2.6.1 At any time prior to the deadline for submission of bids, GIL/GSTC 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 & <https://gil.nprocure.com>.
- 2.6.2 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GIL/ GSTC 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 notwithstanding any previous correspondence or document issued by GIL/GSTC.

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/GSTC 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/ GSTC 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, 8th 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 GSTC, 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, 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 GSTC/GIL may, at its discretion, ask the bidder for a clarification of its bid. GSTC/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/GSTC

- 2.21.1 Subject to ITB Clause 2.19, no Bidder shall contact GIL/GSTC on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of GIL/GSTC, he should do so in writing. GIL/GSTC 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, GSTC 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 GSTC 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 GSTC 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 GSTC/GIL's Right to Accept Any Bid and to reject any or All Bids

- 2.24.1 GSTC/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' action.

2.25 Notification of Awards

- 2.25.1 Prior to the expiration of the period of the bid validity, concerned GSTC 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 GSTC notifies the successful Bidder that its bid has been accepted, GSTC 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 GSTC.

2.27 Corrupt or Fraudulent Practices

- 2.27.1 GSTC 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, GSTC defines for the purposes of this provision, the terms set forth as follows:
 - d) "Corrupt practice" means the offering, giving, receiving or soliciting of anything 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 an execution of a contract to detriment of the GSTC/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 GSTC/GIL of the benefit of the free and open competition.
- 2.27.2 GSTC 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 GSTC 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, 8th Floor,
Udyog Bhavan, Gandhinagar.

GSTC/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 GSTC 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) "GSTC" 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 including design & development of software solution as proposed in the RFP/work order.
- 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 GSTC'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 GSTC'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 GSTC and shall be returned (in all copies) to GSTC on completion of the service provider's performance under the Contract if so required by GSTC.
- 3.5.4 The Service Provider shall permit GSTC/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 GSTC/GIL, if so required by GSTC/GIL.

- 3.5.5 The bid and all materials submitted to the GSTC/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 GSTC/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/10/2016/328/DMO dated 01.05.2017 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/10/2016/328/DMO dated 01.05.2017 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 valid for the duration of the Contract from the date of work order.

- 3.8.4 The proceeds of the performance security shall be payable to the GSTC 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 GSTC 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. GSTC 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 10% verification will be done by the staff of concerned GSTC 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 GSTC 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 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 GSTC 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 GSTC 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/GSTC.
- 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/GSTC 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/GSTC 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 GSTC 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 GSTC; 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 GSTC 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 GSTC in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by GSTC 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 GSTC 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 GSTC.

3.20 Termination for Convenience

- 3.20.1 GSTC 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 GSTC'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 GSTC at the Contract terms and prices. For the remaining services, GSTC 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 GSTC doesn't go for any arbitration on dispute and GSTC'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 GSTC. However, GST tax in respect of the transaction between GSTC 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 GSTC shall not be responsible for any such obligations.

3.27 GIL/GSTC, 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/GSTC will be full and final.
- 3.27.4 Conditional tenders shall be summarily rejected.
- 3.27.5 GSTC is free to phase out the work if it feels it necessary.

4. SECTION 4: SPECIAL CONDITIONS OF CONTRACT

4.1 Time Limit for GSTC Project

Sr. no	Milestone	Timeline
1	Digitization of old files records (A4 Size with minimum 300 dpi resolution) including meta data entry, indexing, retrieval software (DMS) with quick search and viewing /printing facility	6 months from award of work order

4.2 Payment: 100% Payment will be released only after successfully completion of work

4.3 Penalty Clause

4.3.1 If the Service Provider is not executing the contract to the satisfaction of GSTC/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.

<u>Level of Accuracy (in percentage)</u>	<u>Penalty</u>
>= 98.00 &&< 99.00	- 02% of the order value
>= 95.00 &&< 98.00	- 05% of the order value
>= 90.00 &&< 95.00	- 10% of the order value
<90	- No Payment

4.3.3 Delays in deliverables: If the service provider does not complete the work in the given time limit than the penalty@ 2% of total order value 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.

SLA Measures	No. of Documents	Action	Flat Penalty Rs.
Damage of Pages	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
Permanent loss of Pages	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 GSTC'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 GSTC's staff, act within its own authority and abide by directives issued by GSTC

4.6.2 The Service Provider will abide by the job safety measures prevalent in India and will free GSTC 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 GSTC 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 GSTC, 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 GSTC.

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

5. SECTION 5: SCOPE OF WORK

Background:

Office of the Gujarat State Tax Commissioner (GSTC) has required to digitize old records of files of K and KH branches. GSTC has approx. total 20002 (+/-20%) old files of approx. 200 pages per file for scanning and digitization.

The Service Provider shall have to carry out the Scanning, Data Entry & Indexing, Retrieval with DMS system of the old file Records for office of Gujarat State Tax Commissioner (GSTC), Ahmedabad.

Volume of Work

Sr. No.	Size	Language	Min. Resolution required	Approx. files	Approx. quantity of pages
1	A4	Both English & Gujarati	300 dpi	20,002 (+/-20%)	pages (Approx. 200 pages per File)

There are approx. 200 pages per file to be scanned. The pagination shall be done before starting the scanning work. There are approx. 7-10 meta data entries to be done having approx. 60-90 characters. The scanning has to be done in grey color.

The work has to be done at Office of the Gujarat State Tax Commissioner.

The System should have capability to integrate with other GSTC applications/website, if required. The agency shall be responsible to provide the API based integration support as per requirement during the warranty period.

1. Requirements and deliverable:

- a. To scan the identified documents
- b. To develop a Retrieval software to link the scanned documents seamlessly using meta data. The Retrieval software shall be given with unlimited users to use.
- c. To have Role based access for system
- d. To integrate seamlessly with the existing applications/website of GSTC, if required (the selected agency has to provide API based support).
- e. To provide operation & maintenance support of Retrieval software for the period of three years from go-live.
- f. Two sets of External hard drive with Retrieval software.

2. Scope of work:

GSTC:

- a. To give enough space for setup of the infrastructure required for the scanning work. The electricity will be provided by GSTC. However, the internal extension will be the responsibility of the agency.
- b. To make available the files to be scanned in batch mode and take back once the scanning completed.
- c. To verify the scanned documents regularly.
- d. To make available the IT infrastructure required for deployment of the system.
- e. To arrange the data structure required to create APIs for seamless integration, if required.

Service provider (To be selected by this RFP):

- a. To take the old files from authorized officials of GSTC for scanning.
- b. To carry out pagination and scan the identified documents in proper resolution and to provide Retrieval software system to manage the documents this includes Meta data entry.
- c. The retrieval software should be prepared in consultation with the GSTC.
- d. To design the API as per the data structure as may be given by GSTC, if integration with existing application is required. The API building would require the agency to understand user requirement and then build in sync with GSTC application environment.
- e. The scanning has to be completed at central location by providing required infrastructure and manpower **in 6 months** time from the date of work order.
- f. After scanning the files, the agency shall be responsible to self-certify for the accuracy of the work. 100% accuracy is expected. In case, it is found that the work is not done as per the requirements, the same has to be done again without any additional cost to GSTC.
- g. Provide solution for the management of scanned documents with indexing, retrieval software with respect to the particular project.
- h. Records can be searched specifying various criteria's included in the metadata (Approx. 7 to 10 metadata fields). Indexing and metadata entry shall be decided by the GSTC.
- i. Provide Indexing Parameters of the digitized documents in a software application when referring to a definite category
- j. System should have facility to integrate with other GSTC applications/website. More details will be provided at the time of implementation.
- k. Query based pulling of the documents from the database for officers of GSTC.
- l. Multiple File Support: The system supports most commonly used image file formats i.e. tiff/jpg file format and convert to .pdf.
- m. Effective mechanism enabling efficient search and retrieve document handling.
- n. User-Based Access: Read/Write/Delete permissions can be established on each folder/image level, to allow/restrict any user or groups of user.
- o. Administrator console: A provided administrator console allows authenticated administrator to change/update virtually any state within the system including document status.

- p. The SP has to submit the external hard drive along with the retrieval software with DMS. They have to submit indexed print out of the scanned records for verifications.
- q. The SP has to hand over the software along with source code, license and technical documents to GSTC, to maintain, archive, retrieve and manage the scanned documents.
- r. User Manual and Training to the GSTC
- s. After completion of the work, before taking their Hardware infrastructure, the SP shall ensure to delete all the data available in their infrastructure in consultation with the authority of GSTC.

Other terms & conditions:

1. The Service provider (SP) shall have to work at GSTC, Ahmedabad. The Final list of documents will be provided to the selected bidder.
2. The SP has to provide all the software, hardware required for executing the work. The GSTC will provide only the space & electricity.
3. The selected bidder shall be responsible to use appropriate scanner only with minimum resolution of 300 dpi for the scanning work. No camera based customized scanner will be allowed.
4. The Service Provider will be handed over the files in a batch and he will cross-check this information and will prepare a list containing discrepancies, if any.
5. Scanned images (preferably in .jpg, .gif, .tiff format) of these documents will have to be converted into PDF files.
6. SP will maintain a register for collected/completed work.
7. SP will appoint a person as supervisor out of deputed team who will be single point of contact for GSTC

6. SECTION 7: FINANCIAL BID FORMS

#	Particular	Min. Resolution required	Approx. Total Volume	Cost per page (Rs.)	Total Cost (Rs.)
		(A)	(B)	(C)	(D= B*C)
1	Cost of Digitization of old files records (A4 Size with minimum 300 dpi resolution) including meta data entry, indexing, retrieval software (DMS) with quick search and viewing /printing facility. This includes the operation & maintenance support (warranty period) of retrieval software for the period of three years.	300 dpi	40 lacs pages		
Total (Rs.)					

Note:

- All taxes are extra as applicable at the time of invoicing.
- The bidder with lowest quote (L1) will be awarded the contact.
- In case of the two or more bidders have quoted the same price who qualified as (L1) then revised price bid will be required to submit by (L1) bidders.
- The actual volume may vary by +/-20.

7. SECTION 8: BID FORM

Date:

Tender No:

To,
DGM (Tech)
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 GSTC" 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 GSTC.

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 _____.

8. 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

9. 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 GSTC" 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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.

10. SECTION 11: PERFORMANCE BANK GUARANTEE

To: _____

WHEREAS _____
(Name of Service provider) hereinafter called "service provider" has undertaken, in pursuance of Contract No. _____ dated _____ to render services for _____ hereinafter called "The Contract". AND WHEREAS it has been stipulated by you in the said Contract that the SP shall furnish you with a Bank Guarantee by any 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) for the sum specified therein as security for compliance with the Supplier / SP's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier / SP a Guarantee:

WE, THEREFORE, hereby affirm that we are Guarantors and responsible to you, on behalf of the SP, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the SP to be in default under the Contract and without cavil or arguments, any sum or sums within the limit of _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signature and Seal of Guarantors

Date _____
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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.

11. SECTION 12: Self Declaration

The

-----,

Sir/Madam,

Having examined the Bidding Documents including Bid No.: ----- the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for -----.

We undertake, if our bid is accepted, to provide _____, in accordance with the terms and conditions in the tender document.

If our bid is accepted we will obtain the guarantee of a bank for a sum equivalent to 10% of the Contract value, in the form prescribed by the purchaser.

We agree to abide by this bid for a period of 180 days after the date fixed for bid opening under the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry 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.

We understand that in competing for (and if the award is made to us, in executing the above contract), we will strictly observe the laws against fraud and corruption in force in Gujarat namely Prevention of Corruption Act 1988.

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

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

We have not been convicted for any criminal cases(s) by any of the Govt. Department or its PSU in Gujarat regarding any supply and contracts with our firm/company.

We have not breached/violated any contractual conditions so far to any of the Govt. Department or its PSU.

In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract

Dated this _____ day of _____ 2018

Signature: _____

(in the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

Note: This form should be signed by authorized signatory of bidder

12. FORMAT OF AFFIDAVIT

(TO BE SUBMITTED PHYSICALLY)

(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

- 1) 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.
- 2) I / We have submitted following Certificates / 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	

- 3) All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.
- 4) 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 / Permissions / Documents / Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect.
- 5) I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.
- 6) 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.
- 7) My / Our firm has not been banned / debarred / black listed at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.
- 8) I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / information etc. from every

