

Tender
For
Selection of Service Provider
For
Digitization of Records
Of
Gujarat Medical Services Corporation Limited

Tender No: SW07062017135

Bid Processing Fees: 1,500/-

Earnest Money Deposit: 1,00,000/-



Gujarat Informatics Ltd
Block no. 1, 8th floor, Udyog Bhavan,
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www.gil.gujarat.gov.in

Last date for submission of queries: 14th June, 2017 up to 1200 hrs
Date of Pre-Bid Meeting: 20th June, 2017 at 1200 hrs
Last date of Submission of Bids: 4th July, 2017 up to 1500 hrs
Opening of Technical Bid: 4th July, 2017 at 1600 hrs

Abbreviation

GMSCCL	Gujarat Medical Services Corporation Limited
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

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1. SECTION I: INVITATION FOR BIDS

Gujarat Informatics Limited on behalf of Gujarat Medical Services Corporation Limited, Government of Gujarat, invites online bids for “Selection of Service Provider for Digitization of Records of GMSCL”

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.gujaratinformatics.com) 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 of Rs. 1,500/- 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. 1,00,000/ - 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 11) 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 Records of GMSCL”

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.	14th June, 2017 up to 1200 hrs viveku@gujarat.gov.in smitag@gujarat.gov.in
2.	Place, Date and Time for the Pre bid meeting	20th June, 2017 at 1200 hrs 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.	4th July, 2017 up to 1500 hrs
4.	Last Date and Time for the Submission of Proposal (Technical and Commercial) (Online)	4th July, 2017 up to 1500 hrs
5.	Place, Date and Time for opening of Technical Proposals	4th July, 2017 at 1600 hrs Gujarat Informatics Ltd. Conference Room Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar
6.	Contact person for queries	Director (e-Governance), Gujarat Informatics Limited
7.	Address for communication	Director (e-Governance), Gujarat Informatics Ltd. Block No. 1, 8th 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

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 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/ GMSCL reserve the right to accept or reject any tender offer without assigning any reason.
12. Use & Release of Bidder Submissions:
GIL/GMSCL 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/ GMSCL 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 GMSCL/GIL and will have to be deposited with the GMSCL after the work is over.

14. Bid validity period is 180 days.

2. SECTION II: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

2.1 Source of Funds.

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

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 31 st March 2017.	Copy of work orders showing at least 3 years of operations in Scanning and Data Entry related services.
2	Total turnover of the firm should be at least Rs. 50 lacs during the each of last three financial years or cumulative of Rs. 1.50 crore in last three years (2014-15, 2015-16, 2016-17) in the business of scanning and Data Entry related services.	Bidder should have to submit the copies of the audited Balance sheet and profit and loss accounts. Also CA certificate mentioning turnover of Scanning and Data Entry related services.
3	Bidder should have ongoing/completed at least 3 such Scanning projects with each of value more than 15 lacs or 2 such projects with value more than 25 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 + Completion Certificates from the client.
4	Bidder should have on going/completed at least 1 project of Data Entry in Gujarati with value of 5 Lacs .	Copy of Work Orders + Completion Certificates from the client.
5	The bidder should have handled at least 50 lacs documents in the last five years.	Necessary certificates on client letterheads should be submitted as testimonials.
6	The Bidder should have ISO 9001:2008 certification for scanning / Digitization / Document Management related services.	Submit a copy of the requisite certificate.
7	The Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of the	Self-Declaration as Annexure-1

	PSU in the state of Gujarat. Certificate / affidavit mentioning that the Bidder is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat is due to engagement in any corrupt & fraudulent practices.	
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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/ GMSCL 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/GMSCL.

2.6 Amendment of Bidding Documents

- 2.6.1 At any time prior to the deadline for submission of bids, GIL/GMSCL 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/ GMSCL 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/GMSCL.

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, VAT 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/GMSCL 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/ GMSCL 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 GMSCL, 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 evaluation of technical bid & demonstration will be opened in the presence of the qualified bidders or their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

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

- 2.21.1 Subject to ITB Clause 2.19, no Bidder shall contact GIL/GMSCL 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/GMSCL, he should do so in writing. GIL/GMSCL 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, GMSCL 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 GMSCL 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 GMSCL 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 GMSC/GIL's Right to Accept Any Bid and to reject any or All Bids

2.24.1 GMSC/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 GMSC/GIL 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 GMSC/GIL notifies the successful Bidder that its bid has been accepted, GMSC/GIL 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 GMSC/GIL.

2.27 Corrupt or Fraudulent Practices

2.27.1 GMSC/GIL 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, GMSC/GIL 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 GMSC/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 GMSC/GIL of the benefit of the free and open competition.

2.27.2 GMSC/GIL 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 GMSC/GIL 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 at 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 terminated 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.

GMSCL/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 II: 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 GMSCL 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) "GMSCL" 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) "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.
- n) "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.
- o) 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 GMSCL'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 GMSCL'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 GMSCL and shall be returned (in all copies) to GMSCL on completion of the service provider's performance under the Contract if so required by GMSCL.
- 3.5.4 The service provider shall permit GMSCL to inspect the service provider's accounts and records relating to the performance of the service provider and to have them audited by auditors appointed by GMSCL, if so required by GMSCL.
- 3.5.5 The bid and all materials submitted to the GMSCL/GIL must be considered confidential and must be submitted in sealed envelope clearly marked as "Confidential".

3.5.6 The Service Provider shall permit GMSCL/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 GMSCL/GIL, if so required by GMSCL/GIL.

3.6 Patent Rights, Copy Right

3.6.1 The Service Provider shall indemnify GMSCL/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/10/2014/570/DMO dated 01.04.2015 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 Form 5.4) 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 V).

- 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 GMSCCL 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 GMSCCL 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. GMSCCL 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.
- 3.9.2 10% verification will be done by the staff of concerned GMSCCL officials monthly and in case any error found, the penalty shall be imposed as per the penalty clause.
- 3.9.3 The payment will be made for the completed work on monthly on the verification of the digitized data.

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 GMSCCL 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 in every month.
- 3.12.2 The service provider request(s) for payment to GMSCCL 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 GMSCL 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/GMSCL.
- 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/GMSCL 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/GMSCL 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 GMSCL 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 GMSCL; 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 GMSCL 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 GMSCL in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by GMSCL 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 GMSCL 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 GMSCL.

3.20 Termination for Convenience

3.20.1 GMSCL 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 GMSCL’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 GMSCL at the Contract terms and prices. For the remaining services, GMSCL 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 GMSCL doesn't go for any arbitration on dispute and GMSCL's decision will be final and binding on the service provider.

The venue of mediation/ arbitration shall be Ahmedabad/ as may be fixed by the mediator/ arbitrator.

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 GMSCL. However, VAT/Service Tax in respect of the transaction between GMSCL 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 GMSCL shall not be responsible for any such obligations.

3.27 GIL/The GMSCL, 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/GMSCL will be full and final.

3.27.4 Conditional tenders shall be summarily rejected.

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

4. SECTION IV: SPECIAL CONDITIONS OF CONTRACT

4.1 Time Limit for GMSCL Project

Sr. no	Milestone	Timeline
1	Scanning of printed/hand written Legal, A4 Size page (Output shall be searchable PDF with minimum 300 dpi resolution) including Data Entry and document management system.	4 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.	Scanning of per printed/hand written Legal, A4 Size page (Output shall be searchable word and PDF with minimum 300 dpi resolution)	<ul style="list-style-type: none">• 90 % payment after verification done by respective office authority• Remaining 10 % payment after 3 Months of successful completion of scanning.
2.	Data Entry Per thousand character (excluding delete and backspace)	<ul style="list-style-type: none">• 90 % payment after verification done by respective office authority• Remaining 10 % payment after 3 Months of successful completion of scanning.

4.3 Penalty Clause

4.3.1 If the Service Provider is not executing the contract to the satisfaction of GMSCL/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 without giving any notice.

4.3.2 Quality:

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

Level of Accuracy (in percentage)

>= 98.00 && < 99.00

>= 95.00 && < 98.00

>= 90.00 && < 95.00

<90

Penalty

- 01% of the order value

- 02% of the order value

- 5% of the order value

- 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@ 1% of total order value per week will be levied up to the maximum of 5 weeks.

4.3.4 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	Rectify it/ repair the same on immediate basis	NIL
	2 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 GMSCl'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 GMSCL's staff, act within its own authority and abide by directives issued by GMSCL
- 4.6.2 The Service Provider will abide by the job safety measures prevalent in India and will free GMSCL 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 GMSCL 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 GMSCL, 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 GMSCL.

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

5. SECTION V: SCOPE OF WORK

The Service Provider shall have to carry out the Scanning, Data Entry & Indexing of the Old Records and also Development of Document Management System software for office of Gujarat Medical Services Corporation Limited.

Scanning Records of approx.

Sr. No.	Size	Approx. Quantity
1	Legal size	12,856
2	A4	15,39,482

The above pages are available in printed/hand written (approximately 3%) format in (Gujarati/English). The output of scanning should be minimum 300 dpi resolution and Searchable PDF format, OCR, multilingual character recognition support.

It will be the responsibility of the agency: -

1. The Service provider (SP) shall have to work at Gujarat Medical Services Corporation Limited, Gandhinagar. The Final list of documents will be provided.
2. The SP has to provide all the software, hardware required for executing the work. The GMSCCL will provide only the space & electricity.
3. The SP shall be responsible to do the pagination of each book or file before starting scanning.
4. The selected bidder shall be responsible to use book scanner only with minimum resolution of 300 dpi for the scanning of books.
5. The Service Provider will be handed over the documents in a batch and he will cross-check this information and will prepare a list containing discrepancies, if any.
6. The Service Provider shall responsible to 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.
7. Scanned images (preferably in .jpg, .gif, .tif format) of these documents will have to be converted into PDF files.
8. **Volume of Work:** Approximately Legal size -12,856 pages, A4 size -15, 39,482 pages Branch wise page detail is attached at annexure 3.
9. **Type of Records:** Office of the Gujarat Medical Services Corporation Limited (Binded Books, Stapled page and Book , Printed/Handwritten in English & Gujarati Language)

- Administrative Reports
- Orders & Bills
- Government Notification
- Agreements, Act & Laws
- Statistical Reports
- GR
- Physical Papers/Files/Forms
- Drawings
- Budget Documents
- Certificates
- Committee-Commission Reports
- Regulations
- Research Reports
- Others

10. Data Entry Work: Data entry work of scanned documents (Approximately 15, 62,869 pages written in Gujarati/English). Data Entry Management Software should be capable of data entry, customize form format, viewing, editing, quick search, meta data Search and retrieval and customize reports as required by GMSCL. All the fields on the search and indexing should be in English only.

11. No. of Filed required for search criteria:

- a. File No.
- b. File Name.
- c. Subject.
- d. Branch.
- e. Date: From - To

5.1.1 Deliverables:

1. Provide Web based Digitized Document and Content Management software application.
2. Provide Indexing Parameters of the digitized documents in a software application when referring to a definite category
3. System should have facility for the migration of the data in some other application of GMSCL. Detail will be provided at the time of implementation.
4. Provide uploading facility of the files to a centralized server
5. Provide creation of secured centralized repository for future access Tree structured document repository, with Explorer-like Interface: An expandable/retractable folder and file list on the left, with folder or file details on the right.
6. Multiple File Support: The system supports most commonly used image file formats i.e. tiff/jpg file format.

5.1.2 Search Criteria

1. Effective mechanism enabling efficient search and retrieve document handling
2. Records can be searched specifying various criteria's included in the metadata.
3. Full-text search capability: Search for folder/file names, or the content of the documents in your repository, for words or phrases. The system can search the text in almost any document, including Adobe Acrobat (.PDF) files.
4. Variant and fuzzy search: The system can search for words that are variants of the word(s) supplied. For instance, the system can return results containing the word "parties" when you search for "party"
5. Advanced search with OCR: The system provides an array of advanced searching features such as complex Boolean searches ("document AND collaboration", "(file OR document) AND collaboration", etc.), search of only particular file types, search current directory or current directory and subdirectories, option to return results with all keywords, or at least one of the keywords, and more.
6. OCR Search: System provides the facility of Optical Character Recognition from scanned documents

7. User-Based Permissions: Read/Write/Delete permissions can be established on each folder, to allow/restrict any user or groups of user.
8. Administrator console: A provided administrator console allows authenticated administrator to change/update virtually any state within the system including document status, permission, and discussion forum messages.
9. Multi language- multilingual character recognition support.
10. Store documents anywhere: Documents can be stored and managed anywhere
 - On the web server, the database server or anywhere else.
11. All the physical documents to be rearranged in the original sequence and re-filing them as originals
12. Successful Work Completion report on Weekly/Monthly Basis MIS of scanned documents
13. users based authorized access rights assigned by the administrator in the software application
14. Email configured documents: One-button access to email or fax the document
15. User Manual and Training to the departments

6. SECTION VI: BID FORM

Date:

Tender No:

To,
Director (e-governance)
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 GMSCl"

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 GMSCl.

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 _____.

7. SECTION VII: BIDDER'S AUTHORISATION CERTIFICATE

**To,
Managing Director,
Gujarat Medical Services Corporation,**

<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

8. SECTION VIII: FORMAT OF EARNEST MONEY DEPOSIT IN FORM OF BANK GUARANTEE

Ref:

Bank Guarantee No.

Date:

To,
Director (e-governance)
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 GMSCL" 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.

9. SECTION V: 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/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.

10. SECTION VI: TECHNICAL BID FORMS

10.1 Particulars of the Bidder's organization

Sr. No	Particulars	Details to be furnished	
1.	Details of responding company		
a)	Name		
b)	Address		
c)	Telephone		Fax
d)	Website		
2.	Details of Contact Person		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
3.	Details of Authorized Signatory (please attach proof)		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
4.	Information about responding company (please attach proof)		
a)	Status of company (Public Ltd. / Pvt. Ltd etc)		
b)	No. of years of operation in India		
c)	Details of Registration	Date	
d)	Details of Quality Certifications		
e)	Locations and addresses of offices		

10.2 Bid Processing Fees & Earnest Money Deposit Details

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	Bid Processing Fees			
2	Earnest Money Deposit (E.M.D.)			

10.3 Financial strength of the bidder

Financial Year	Turnover (Rs. In Cr)
2014-15	
2015-16	
2016-17	

10.4 Details of completed/ongoing projects of Data Digitization/ Scanning of Documents.

Name of department (with address contact persons and numbers	Brief Description of projects	Responsibility or role of the Bidder in the Project	Order value (Rs)	Completion Date

(Please attach relevant client certificates + Work Order/Agreement)

10.5 Work Schedule

Sr. No.	Activity	Months							
		1	2	3	4	5	6	...	N
1									
2									
3									
N									

Bidders are required to furnish the following details

Signature _____

Name _____

Date _____

Place _____

Seal _____

10.6 Project Team with CV of the staff**10.7 Bill of Material****10.8 Documents on Approach & Methodology****10.9 Document Retrieval System**

The Service Provider is required to submit a documentation/feature-list of the software with screenshots of the Document Retrieval System to be used in the project.

11. SECTION VIII: FINANCIAL BID FORMS

Financial Bid Format

Sr. No.	Description	Total Amount (Rs.)
1.	Cost of Scanning of Per Printed/hand written Legal Size page including meta data entry for and retrieval and MIS (Output of Legal Size PDF with minimum 300 dpi resolution (Per page charge))	
2.	Cost of Scanning of Per Printed/hand written A4 Size page including meta data entry for and retrieval and MIS (Output of Legal Size PDF with minimum 300 dpi resolution (Per page charge))	
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.
- The overall L1 bidder has to match the item wise L1 rate.
- 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.

Signature

Name

Date

Seal

Place

12.ANNEXURE-1: 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 services for Scanning of Records, 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 opening of Bid section 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 by any Govt. Department/PSU in Gujarat Government in the past 5 years, ending on 31st March, 2017. 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 Govt. Department/PSU in Gujarat regarding any supply and contracts with our firm/company.

We have not breached/violated any contractual conditions so far to any Govt. Department/PSU in Gujarat.

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 _____ 2017

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.

13.ANNEXURE-2: Work Specifications

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

1) Role of the Government Department/GMSCL

1. The GMSCL will provide space for the project work at its offices as specified in the scope of works.
2. The GMSCL will carry out random checking of the scanned records and the data-base.
3. In order to ensure that the documents are safe and do not go in any unauthorized hands, the GMSCL will depute its supervisor(s) at the site of scanning/data entry.
4. At the end of the process, the GMSCL will receive the documents, scanned documents in 2 sets of USB drive for GMSCL and indexed printout.
5. GMSCL shall provide the storage of Data

2) Role of the Service Provider (SP)

1. Arranging necessary computing, scanning hardware or software.
2. Receive the Records along-with covering lists from GMSCL Officials. The Service Provider will have to maintain Registers for receiving the book and subsequent dispatch/handing over to the Authorized Officers of the GMSCL
3. The Service Provider must ensure that the records are not damaged/mutilated/defaced/alterd in any manner. The scanning equipment will be of such quality so that they do not damage the records.
4. Feeding the covering list into the computer and checking the records for discrepancy, if any, between the records and its covering list provided by the GMSCL.
5. Scanning the records and putting them in the same batches together as they were received along-with the covering list indicating discrepancies, if any. Unbinding/Un-stapling the records will not be allowed.
6. Printing a check list of the data relating to records so as to ensure 100 percent accuracy of the data base. It is to be remembered that the data base will be checked randomly by the GMSCL and any error found will be penalized as per the penalty clause.
7. Writing the database on USB hard drive and check lists, binding them and finally delivering them to the GMSCL.
8. The Service Provider will have to ensure that the entire work of scanning, data entry (if any) is done at the site and that no records are taken out of the site at any time.
9. In order to ensure that there are no missing or duplicate Records and/or scanned images, the Service Provider should develop appropriate software to check against this.
10. Quality control of the scanning work will be an important aspect and the Service Provider will employ sufficient personnel to ensure good quality of output.
11. As the said work is very confidential and involves high responsibility, the Service Provider is solely responsible for its security and confidentiality.
12. For the said work, GMSCL will provide the space. No rent will be charged for the use of space. Rates should be quoted taking this factor into account.

13. The Scanning work should commence within 15 days from the date of receipt of letter of Intent.
14. The Service Provider should move all his equipment into the premises provided for the job and undertake the work at the said premises. The records shall not be moved out of these premises.

3) Other Conditions:

1. Authentication of the said work shall be done by the authorized person in GMSCL.
2. Documents scanned to be periodically subject to checks for verification of the quality of documents.
3. The bidder can have a look at the documents in GMSCL Office, if he feels it is required.
4. The staff of the GMSCL will only hand over documents to the bidder. All processing like making documents dust free, unpinning, pinning etc. will be done by the bidder. The GMSCL staff will provide documents which will be numbered & tied in batches.
5. If the bidder fails to execute the contract, the Security Deposit of the defaulting bidder will be forfeited and contract will be executed at the cost of and risks of such defaulting bidder or the offer of the next lowest evaluated bidder may be accepted and in such case if the extra amount other than the amount of first lowest tender is required to be paid, such extra amount will be recovered from the defaulting bidder.
6. The bidder shall use only licensed and authentic Software.
7. Any material necessary for the said work will not be supplied by this office.
8. Any foreign material required for the said work shall be obtained at the own risk and It will be responsibility of the bidder. No help or extra charges will be made for this.
9. The Bidder shall remove all his equipment's and vacate the space within 15 days from the completion of the said work. If the Bidder fails to do so, the rent as prescribed by R&B Dept will be charged and will be recovered by deducting from the amount due to the bidder.
10. Bidder shall be held personally responsible for any type of destruction/ mishandling of the documents, since the documents are originals.
11. In case of failure of electric power supply, alternative arrangements of generator etc. shall be made by the bidder on his own and at his own cost. No assistance in this matter will be given by this office.
12. For the said work if extra electric points are required, the bidder shall, fit such points on his own and shall remove them as soon as the said work is completed.
13. The compensation against the damages if any to the electrical equipment's and other immovable material / equipment's in the room allotted are found, shall be recovered from the amount due to the bidder.
14. Since the documents are of important nature, the bidder on awarding of the work will have to give a written undertaking that the documents shall be restored in the original position.
15. All furniture, infrastructure, Air-conditioner (if the service provider feels it is required) shall be provided by the bidder at his own cost.

16. Bidder shall submit the details along with photo identity, of all his / her employees who shall be working on this job and shall make sure that all the employees wear a photo identity card all the time in the work premises.
17. Outside work will not be permitted.

ANNEXURE - 3: Information for record digitization of the GMSCl, Gandhinagar

Sr. No.	Branch Name	Approximate Volume of Page	No. of Pages & Size		Type of Record (Book, Spiral, Binding or Stapled page)	Printed / or Handwritten	Characters Needs to be Enter Per Page / Format of From
1	Equipment Purachase Branch	753480	-	Legal	File	Printed - 7,24,750 Pages	-
			753480	A4		Handwritten - 28,730 Pages	-
			-	A3			
2	Account Branch	115000	12000	Legal	Binding Page & Stapled Page	Printed	As Per Page Size
			103000	A4		Printed	
3	Admin Branch	122100	-	Legal	File	-	-
			122100	A4		-	
4	SDI (D & C Act)	87201	-	Legal	Book - 24	-	-
			42128	A4	File - 126	Handwritten - 1260	-
			-	A3	-		
	-		Legal	Book - 49	-	-	
	SDI (PDT)		43300	A4	File - 14	Handwritten -300	-
-		A3	-				
5	Computer Branch	82752	-	Legal	File - 60	Printed - 80,052 Pages	-
			82752	A4		Handwritten - 2720 Pages	
			-	A3			
6	Computer Branch	40364	-	Legal	File - 40	Printed - 39,364 Pages	-
			40364	A4		Handwritten - 720 Pages	
			-	A3			
7	Equipment Maintenance	91300	800	Legal	File - 715	-	5000
			85500	A4	-		
			-	A3	-		
8	Drug Branch	246900	-	Legal	File	Printed -2,43,132	3,768

Sr. No.	Branch Name	Approximate Volume of Page	No. of Pages & Size		Type of Record (Book, Spiral, Binding or Stapled page)	Printed / or Handwritten Pages	Characters Needs to be Enter Per Page / Format of From
			243132	A4		Pages	
			-	A3			
9	Diagnostics Services	6883	56	Legal	File & Book	Printed - 6701Pages	-
			6827	A4		Hand Written-182 Pages	
			-	A3			
10	LSS Branch	16899	-	Legal	File - 141	Printed -15719 Pages	-
			16899	A4		Hand Written- 1180 Pages	
			-	A3			
Total		15,62,879	15,52,338		File - 1096		