

Responses to the queries pursuant to the Tender No: SW02082017142 – “RFP for Digitization of historical data of Regional Transport Offices (RTOs) on behalf of Commissionerate of transport, Port and Transport Department, Govt. of Gujarat”

The bid queries have been responded in this document. RFP Document stands modified to the extent clarifications have been made as enclosed below. In addition, CoT makes following changes in the RFP bid document itself.

1. The facility for uploading supporting documents is will be make available in VAHAN 4.0 shortly. i.e. approx.. 2 -3 months. The bidder is required to do the scanning and data entry till the facility will available in VAHAN 4.0.
2. The bidder should have handled at least 75 lacs documents in the last five years.
3. Bidder has to do the scanning and data entry at RTO/ARTO level and the data will be uploaded on central server provided by department at GSDC.
4. The data entry and retrieval software should be able to host on x86 platform. The required compute power and storage will be provided in SDC by Department. The bidder has to propose the same in technical bids.
5. Training: The service provider has to give one time training for retrieving the scanned documents.

6. Time limit

Sr. no	Milestone	Timeline (T)
1	Supply, installation & commissioning of Hardware & software, deployment of manpower at locations specified by CoT	T1 = T + 1 Month
2	Scanning of printed/hand written Legal, A4 Size page (Output shall be PDF with minimum 300 dpi resolution) including meta data entry of vehicle no., owner name & driving license no. and document management system.	T2 = T1 + 6 Months
3	Supply of Database and OS Licenses	T3 = T1 + 3 Months
4	ATC/AMC, updates, upgrade of Database licenses and OS	T4 = T3 + 5 Years

T= Date of Work order placed

Payment Terms:

Sr. No	Activity	Payment
1.	Scanning of per printed/hand written Legal, A4, A3 Size page (Output shall be PDF with minimum 300 dpi resolution)	<ul style="list-style-type: none"> 90 % payment of monthly invoice after verification done by respective office authority Remaining 10 % payment after 3 Months of successful completion of scanning and uploading data on central server.
2.	OS and Database Licenses	<ul style="list-style-type: none"> 80% on delivery and installation 20% after completion of work
3.	ATS/AMC of OS and Database Licenses	<ul style="list-style-type: none"> Will be paid annually from beginning of year

Performance Bank Guarantee:**The selected bidder has to provide the PBG in two parts**

- 10% of the value of scanning valid up to 1 year (the PBG will be release after 3 months of completion and uploading of documents)
- 10% of the database and OS Licenses and its ATS & AMC (The PBG will be release after completion of 5 years)

Clause: 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 remaining work value per week will be levied up to the maximum of 5 weeks. Also, In case of additional volume of work the timeline will be decided by CoT. The delay which will not in account of service provider will not be considered.

Financial Bid Format:

Sr. No.	Description	Total Amount	Taxes
1.	Cost of Scanning including meta data entry and retrieval and MIS (with minimum 300 dpi resolution and uploading on server – Part 1)		
2.	Cost of OS and database etc. licenses		
3.	ATS/AMC of Database and OS etc. Licenses		
Total (Rs.)			

Part -1 Cost of Scanning including Meta data entry for and retrieval and MIS (with minimum 300 dpi resolution and uploading on server – Part 1

Sr. No.	Description	Per page charges	Quantity	Total Amount
1.	Printed/hand written Legal Size page		2708769	
2.	Printed/hand written A3 Size page		12470161	
3.	Printed/hand written A4 Size page		28039545	
Total (Rs.)				

Part 2: Cost of OS and database licenses

Sr. No.	Particular	Unit Rate	No. of Licenses required	Total
1.				
2.				
3.				
4.				
5.				

Part 3: ATS/AMC of Database and OS etc. Licenses

Sr. No.	Particular	Y1	Y2	Y3	Y4	Y5	Total
1.							
2.							
3.							
4.							
5.							

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification	Draft Responses of Pre-bid queries
1.	Clause 2.2 Sr.No.1 / page 10	The Bidder should be in the business of Scanning and Data Entry related services for at least three years as on 31st March 2017.	Requesting you to kindly consider work experience of Scanning and Data Entry related services for at least “two years” as on 31st March 2017	No Change, as per RFP
2.	Clause 2.2 Sr.No.4 / page 10	The bidder should have handled at least lacs documents in the last five years.	Requesting to mention Volume details	75 Lacs pages in Last 5 years
3.	Clause 2.2 Sr.No.1 & Sr.No.3 / page 10	Copy of work orders showing at least 3 years of operations in Scanning and Data Entry related services. Copy of Work Orders + Completion Certificates from the client.	Requesting you to kindly accept client reference letters as sharing the work orders with the clients is challenging due to the confidentiality clause signed with the respective clients and also in general work orders do not carry any actual numbers.	Bidder should submit the work completion Certificate from Client mentioning the Volume and value of the work whichever is necessary.
4.	Clause 4.1 Sr. no. 1 / page 26	Scanning of printed/hand written Legal, A4 Size page (Output shall be PDF with minimum 300 dpi resolution) including meta data entry of vehicle no., owner name & driving license no. and document management system. Timeline: 6 months from award of work order	Kindly clarify whether bidder is to scan and do data entry of all size of documents covering A4, Legal size and A3 and to be completed in 6 months' time?	Yes. However the data entry of only three fields shall be done in English only. 1. Name (if the name available in Gujarati in any forms than also the data entry of Name shall be done in English only. For English name bidder has to verify the supporting documents submitted by applicant as proof of Identity and according to that the name

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification	Draft Responses of Pre-bid queries
				should be entered. 2. Vehicle No. 3. License No.
5.	Clause 5 / page 29	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 Commissionerate of Transport in Gujarati/English at RTO/ARTO level.	Kindly clarify whether COT need DMS software supporting both Gujarati and English language as well? Also confirm whether Indexing of documents is to be done in both languages - Gujarati as well as English? If Indexing is done in Gujarati then does OCR also need to be done in Gujarati & English? Should the search of documents be done in Gujarati?	-Yes, DMS should support English language. -Indexing of the Documents should also be done in English language. -OCR will not be required.
6.	Clause 5/ page 31	The above pages are available in printed/hand written format in (Gujarati/English). The output of scanning should be minimum 300 dpi resolution, PDF format.	Should the Output be in Colour/ B&W / Grayscale?	Output should be in B & W and non-editable PDF.
7.	Clause 5.0.8 / page 31	Type of Records: All the forms and its attachment received by RTO/ARTO from citizen. All the forms are available in Annexure A.	No content available in Annexure A. Kindly share.	Annexure A is available on GIL website.
8.	Clause 5.1.7 / page 32	All the physical documents needs to be destroy in consultation with respective RTO office after them approval.	Should the destruction of physical documents need to be done by means of shredding along with certification?	Yes. The shredding shall be responsibility of Selected bidder. The shredding also machine to be provided by bidders.
9.	Annexure-2 Sr.No. 1.5 / page 44	COT shall provide the storage of Data. Bidder has to envisage the size of storage required at each RTO and	Kindly provide who will provide Server to load centralised DMS Software?	CoT shall provide the Server to load Document Scanning

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		Central Level and has to give in technical bid documents.		and Retrieval Software at RTO as well as central level. The required sizing has to be provided by Selected bidder as a part of Technical Bid.
10.	Article 3.15 / Pg.22	Assignment	Considering size of the contract and being limited time contract we request you to allow SP to subcontract man power	No change. As per RFP.
11.	Article 4.3.3 / Pg. 26	Delays in Deliverables	Considering volume of work involved we request to increase time line for completing the work. We also request you to dilute penalty of @1% of the total order value for delay per week to 0.1% . Also penalty should not be levied for the delay caused due to delay in handover of documents from the department to service provider.	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 remaining work value per week will be levied up to the maximum of 5 weeks. Also, In case of additional volume of work the timeline will be decided by CoT. The delay which will not in account of service provider will not be considered.
12.	Article 4.3.4 / Pg.26	SLA for Damage or Permanent loss of Documents	We request you to not to Levy of Flat Penalty in case of damage / loss of documents , it should be levy on basis of condition of the documents in which they	As per RFP.

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			are given to the bidder for scanning work. Since even proper scanning depends upon the condition the document is handed over to the service provider.	
13.	5. SECTION V: SCOPE OF WORK/ Pg. 29-30	The details of the records of each RTO/ARTO are as under.	Please confirm whether these are confirmed quantities or subject to any variation? If variable, please confirm the +/- variation range.	It is the approx. quantity. It may vary and not envisage at this stage.
14.	11.SECTION VIII: FINANCIAL BID FORMS/ Pg. 41	Note: <ul style="list-style-type: none"> All taxes are extra as applicable at the time of invoicing. The overall L1 bidder has to match the item wise L1 rate. 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. 	Please clarify the following points:- <ol style="list-style-type: none"> How will the evaluation be finally calculated? Whether the rates shall be multiplied by Quantity to arrive at the final value? What will be the final comparable value for arriving at L1 price? Please clarify the meaning of note no 2 & 3 i.e. <ol style="list-style-type: none"> "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)" 	The revised price bid is as above. The bidder with lowest quote (L1) will be invited for negotiation and awarded the contact. In case of the two or more bidders have quoted the same price and become L1 Then revised price bid will be required to submit by (L1) bidders.
15.	Sr. No 3 / Pg: 8	3 Last date and time for submission of EMD/ Bid Security & Bid Processing fees in GIL physically.	29th Aug We request that Last Date for submission of bid may please extended for another 15 days.	Sufficient time will be given for bid submission.
16.	Page 31, Cl. 5	Scope of work	Is it safe to assume that software will be deployed at single location?	Software will be deploy at each RTO as well as Central level.

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17.	Page 31, Cl. 5	Scope of work	How many user logins/ simultaneous users will be accessing system etc.	2-3 users at each RTO/ARTO and 3-5 users at COT. There will be 5-10 Simultaneous users.
18.	Page 31, Cl. 9	Scope of work	Please specify, how many fields for metadata with approximate number of characters.	As per RFP
19.	Page 31, Cl. 5.1.1.1	Deliverables	Will COT provide the server required to host the DMS?	As above
20.	Page 31, Cl. 5.1.1.3	Deliverables	As per RFP, 2 copies of data are to be provided. Are these to be transferred electronically or in external HDD/DVD's will COT provide the HDD? Kindly clarify.	Bidder may choose to transfer electronically or in HDD.
21.	Pg 10, Cl 2.2	The Bidder should have ISO 9001:2008 certification for scanning / Digitization /Document Management related services.	We request below amendment in the ISO 9001 certificate, as the certificate can be for general IT services, like Service delivery, Commissioning, Maintenance etc. We also request to add the ISO 20000 and 27001 certifications for qualification. a) ISO 9001:2015 2008 certification for scanning / Digitization /Document Management related services. b) ISO/IEC 20000-1:2011 for IT Service Management System c) ISO/IEC 27001:2013 for Information Security Management System	No Change, as per RFP
22.	Pg 26, Cl 4.2	Payment for the service shall be made in Indian Rupees as follows: Activity - Scanning of per printed/hand written Legal, A4, A3 Size page (Output	1) We understand the bill submission and payment release will be on a monthly basis, from a single centralized location. Kindly confirm.	1. Please refer 3.9.3: The payment will be made for the completed work on

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		shall be PDF with minimum 300 dpi resolution) Payment - · 90 % payment after verification done by respective office authority · Remaining 10 % payment after 3 Months of successful completion of scanning.	2) We request to amend the payment milestone to 100% released monthly, after verification of the scanning work and submission of the 10% Performance Bank Guarantee.	monthly on the verification of the digitized data. and 3.12.1 The payment will be released after completion of the work in every month. 2.No Change, as per RFP
23.	Pg 26, Cl 4.3	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. Penalty @ 01% of the order value. - Level of Accuracy (in percentage) >= 95.00 && < 98.00. Penalty @ 02% of the order value. - Level of Accuracy (in percentage) >= 90.00 && < 95.00. Penalty @ 05% of the order value. - Level of Accuracy (in percentage) <90. No Payment.	1) We understand the Accuracy level will be determined by COT every month, for the scanning work completed in the month (as mentioned in Page 21, Clause 3.9). Kindly confirm. 2) We understand the penalty for Accuracy level will be calculated on the value of the work performed in that particular month, and not on total order value. Kindly confirm. 3) For Level of Accuracy < 90%, we request that the penalty should be 10%, and the vendor will be required to rescan the defective pages of the batch.	1. Yes 2. Yes, penalty will be calculated on monthly Invoice. 3. For Level of Accuracy < 90%, The penalty will be levied 10%. The service provider has required rescanning of all the inaccurate documents of that batch.
24.	Pg 26, Cl 4.3	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.	We understand the penalty for delay in deliverables, will be calculated on delivered price of the unperformed services, and not on total order value. Kindly confirm.	As above.
25.	Pg 22, Cl 3.16	The supply, installation & commissioning of Hardware & software	We request for a period of 60 days to complete supply, installation &	Bidder should complete the

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		at all locations shall be completed within 15 days from the date of signing the Contract Agreement.	commissioning of hardware & software at all locations.	installation & commissioning of hardware & software at all locations within 1 month.
26.	Pg 29 to 32, Section V	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 Commissionerate of Transport in Gujarati/English at RTO/ARTO level. The details of the records of each RTO/ARTO are as under. Details in Page 29 to 30.	We understand the work will need to be done in total of 28 locations. We request that the work be scheduled in a phased manner, and not simultaneously in all locations. Kindly confirm.	Bidder may schedule the work according to the time line given. Bidder has to ensure that all the work should be finished within stipulated time limit.
27.	Pg 40, Cl 10.9	Document Retrieval System (DMS) - 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.	We understand there will be no requirement for transfer of IPR of the DMS (which are 3rd party software's). Kindly clarify.	<ul style="list-style-type: none"> - IPR is not required, - Bidder has to submit the source code of DMS software and department should have rights to use any RTO or CoT Level and Department level.

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28.	Pg 10, Cl 2.2	The bidder should have handled <u>at least lacs documents</u> in the last five years. Attachments: Necessary certificates on client letterheads should be submitted as testimonials.	The volume of documents is not specified. Kindly clarify.	As above
29.	Pg 21, Cl 3.9	10% verification will be done by the staff of concerned COT officials monthly and in case any error found, the penalty shall be imposed as per the penalty clause.	We request to specify a maximum time period for the Inspection by COT officials. We propose: "10% verification will be done by the staff of concerned COT officials monthly, and in case any error found, the penalty shall be imposed as per the penalty clause. <u>The inspection by COT officials will be done within 7 days of intimation by vendor.</u> "	As per RFP.
30.	Pg 12, Clause 2.10	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.	We understand GST will as applicable will be exclusive, and will be extra and payable on invoice amount as on actual basis. Kindly confirm.	Yes
31.	Pg 23/23	Termination for Default or otherwise	HP requests that the contract be terminated only for Bidder's failure to rectify a material breach of the Agreement within 60 days of receipt of written notice mentioning the material breach that is required to be cured. Further, HP also requests that it be paid for all the services rendered or products delivered upto the effective date of termination.	No Change. As per RFP.

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32.	Pg 23/23, Cl 3.20.1	COT 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 COT'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.	HP requests for the inclusion of the following terms: "Upon such termination, the Customer shall pay the Bidder for all serviced rendered and all products delivered upto the effective date of termination"	No Change. As per RFP.
33.	Pg 24, Cl 3.21	In this regard COT doesn't go for any arbitration on dispute and COT'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.	HP requests for the modification of the clause as follows: Any disputes or differences arising out of or in relation to this agreement shall be referred to a sole arbitrator under the provisions of the Arbitration and Conciliation Act 1996 (including any statutory amendments thereof). The sole arbitrator shall be appointed with the mutual consent of both parties. The venue for the arbitration shall be Ahmedabad and the proceedings of the arbitration shall be in English language. The parties shall share the costs of the arbitration (including the fees of the sole arbitrator) equally. Subject to this provision, the courts in Ahmedabad shall have jurisdiction over this Agreement.	In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration

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				proceedings.
34.	Pg 20, Cl 3.7	Bidders shall submit Bid security/EMD of Rs. 10,00,000/- 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.	We request that the validity of the EMD should be 180 days, which is same as bid validity period. Request your confirmation.	No change. As per RFP.
35.	Pg 45, Cl 3.10	Bidder shall be held personally responsible for any type of destruction/ mishandling of the documents, since the documents are originals.	It is HP's understanding that our liability will be restricted to the SLA table penalties for loss or destruction of documents and the overall liability limits prescribed by us.	The entire liability of the bidder shall be limited to Maximum (Limitation of liability) = Payment made to the bidder and explicitly exclude all direct, indirect and consequential losses

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				impact, etc. to the Department except as may be determined by courts of law under the applicable law and awarded after following the due process of law.
36.	Pg 24, Cl 3.29	Conditional tenders shall be summarily rejected	HP requests relaxation on this condition to the extent of our recommendations and queries pertaining to the terms & conditions contained herein.	No Change. As per RFP
37.	Pg 27, Cl 4.6.2	Service Provider will abide by the job safety measures prevalent in India and will free COT 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 COT responsible or obligated.	HP requests for the modification of this clause to include indemnities for any accident or loss of life caused only by the gross negligence or willful misconduct of the service provider and not otherwise.	
38.	Pg 42, Annexure 1We 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	HP requests relaxation on this condition to the extent of our recommendations and queries pertaining to the terms & conditions contained herein. HP requests modification of this condition as: We have not been convicted for any criminal cases(s) by any Govt. Department/PSU in Gujarat regarding any supply and contracts with our	No Change. As per RFP.

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		<p>found it should be treated as withdrawn.</p> <p>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.</p> <p>We have not breached/violated any contractual conditions so far to any Govt. Department/PSU in Gujarat.</p>	<p>firm/company as on date.</p> <p>HP requests modification of this condition as: We have not breached/violated any contractual conditions of a similar scope of work so far to any Govt. Department/PSU in Gujarat, as on date.</p>	
39.	Pg 16, Cl 2.26	<p>Signing of Contract: 2.26.1 At the same time as COT notifies the successful Bidder that its bid has been accepted, COT will send the bidder the Contract Form, incorporating all the agreements between two parties.</p> <p>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 COT.</p>	<p>The agreement copy is not a part of the RFP. We request for the final contract to be executed containing mutually agreed T&Cs.</p> <p>HP requests that the period of 15 days is not to include the period spent by the parties in good faith for the negotiation of the terms and conditions of the Contract. As an alternative, this period is to be extended to 30 days.</p>	The contract agreement will be provided to the selected bidder.
40.	Pg 16, Cl 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	We request the customer not to blacklist us, in the event of the contemplated situation happening.	As Per RFP.

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		firm ineligible and black listed either indefinitely or for stated period		
41.	Pg 19, Cl 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.	Our understanding is that this restriction is limited only to the scanning and digitization services to be performed under this contract and that HP branded products which would be supplied as a part of the overall deal, need not have their country of origin as India. Is this understanding correct?	Yes.
42.	Pg 19, Cl 3.5.4	The service provider shall permit COT 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 COT, if so required by COT.	We propose that any audit conducted by the customer shall be conducted only for regulatory compliances only once in a year subject to a prior notice and confidentiality of the process.	As per RFP.
43.	NA	New clause proposed	HP proposes the inclusion of the following clause as a part of the RFP: Supplier's liability to Customer is limited to the total fees paid by the Customer to the Service Provider during the term of this Agreement for the services rendered under this Agreement. Neither Purchaser nor Supplier will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages.	As above.
44.	Page-26 / 4.3.2	100% accuracy shall be maintained in Scanning.	(1) Are you looking for Automatic Document Quality Analyzer (DQA) to achieve 100% quality of digitized data.	Bidder may proposed.

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45.	Page-29 / 5	The details of the records of each RTO/ARTO are as under.	(1) As per " Data Digitization Details ", most of the locations are having less than 1 percentage of documents for scanning and it may increase cost of the project. It is requested to allow the bidder to perform digitization project in a single location of COT.	No Change, as per RFP.
46.	Page-29 / 5	SCOPE OF WORK	(1) Please specify average pages per file/record for scanning, it will help for document association/categorization. (2) Please specify physical document condition like torn or mutilated state or age of documents. (3) As per our understanding, documents will be scanned in Black & White mode. Please confirm	1. it cannot be envisaged. 2. Documents are in good conditions and not more than 5 year old. 3. As above
47.	Page-31 / 5.1.1	Deliverables	(1) Do we need to implement Web based Document management and retrieval software in a centralized server or individual server at each location? (2) Do we need to upload digitized data into DMS server also along with two copies of digitized data. Please confirm. (3) Please specify media for data delivery in 2 copy like HDD/DVD etc. and whose responsibility to provide the media?	1. Bidder has to implement Web based Document management and retrieval software in a centralized server as well as individual server. 2. As above 3. As above
48.	Page-31 / 9	Meta Data Entry Work: Bidder has to enter the Vehicle No., Licenses No and full Name of Applicant/Citizen of scanned documents (in Gujarati/English).	(1) Please specify average character per field for metadata entry. (2) As per our understanding, metadata entry will be done in Gujarati and English (i.e. Gujarati content in Gujarati and English content in English). Please confirm.	1. As per RFP 2. As above

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49.	Page-32 / 5.1.3	Store documents anywhere: Documents can be stored and managed anywhere – On the web server, the database server or anywhere else.	(1) Statement need clarification: It is for inter RTO document storage / Management or something else.	As above
50.	Page-32 / 5.1.7	All the physical documents needs to be destroy in consultation with respective RTO office after them approval.	(1) Whether physical documents destroy activity will be performed by Bidder or COT.	Bidder. As above
51.	Page-41 / 11	SECTION VIII: FINANCIAL BID FORMS	(1) As Document Management System (DMS) software is required to be provided along with digitization of documents but in financial bid section there is no details about DMS pricing. As per our understanding per page charge will be inclusive of DMS software. Please confirm.	Yes.
52.	Page-44 / 2 / 6	Unbinding/Unstapling the records will not be allowed.	(1) Request to allow unbinding and unstapling of documents for ADF scanning.	As all the documents are available as forms and attachment there will not be any hard binging pages.
53.	Page-10 / 2.2 / 5	The Bidder should have ISO 9001:2008 certification for scanning / Digitization / Document Management related services.	(1) As most of the companies are having ISO 9001 : 2008 certifications, it is suggested that bidder should have quality certification like CMMi Level 3 for software development.	No Change. As per RFP.
54.	Page No.12	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	Need clarity on this point, whether we have to include service tax in costing or it is payable at the time of invoice.	GST will be extra as applicable at the time of invoicing.

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification	Draft Responses of Pre-bid queries
		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		
55.	Page No.13	c) Invoicing shall be from Gujarat only. 2.10.3 The Bidder's separation of the price components in The service provider request(s) for payment to COT along with the 2 original copies of invoice and necessary documents. The invoice should be in English language and Gujarat based.	Request you to kindly relax/ amend this clause as Invoicing shall be done from Bidder's HO.	As per RFP.
56.	Page No.21	3.12.2 The service provider request(s) for payment to COT along with the 2 original copies of invoice and necessary documents. The invoice should be in English language and Gujarat based.	Request you to kindly relax/ amend this clause as The invoice should be in English language.	Kindly refer the clause: The invoice should in English. The invoice should be Gujarat based.
57.	Page No.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 COT. However, VAT/Service Tax in respect of the transaction between COT and the service provider shall be payable extra as on actual at the time of invoicing.	Need clarity on this point, whether we have to include service tax in costing or it is payable at the time of invoice.	As above

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58.	Page No.26	>= 98.00 && < 99.00 - 01% of the order value >= 95.00 && < 98.00 - 02% of the order value >= 90.00 && < 95.00 - 5% of the order value	Kindly lower the penalty percent to 0.5 from 1 Kindly lower the penalty percent to 1 from 2 Kindly lower the penalty percent to 2 from 5	No change. As per RFP.
59.		3. Provide digitized data in 2 copy. a. 1 copy at CoT for all RTO data b. 1 copy of respective RTO for their data only.	Mode of storage, kindly specify.	As above
60.	Page No.34	7. SECTION VII: BIDDER'S AUTHORIZATION CERTIFICATE To, Managing Director, Gujarat Medical Services Corporation,	This certificate is addressed to Managing Director, Gujarat Medical Services Corporation while tender is of Director (e-governance) Gujarat Informatics Limited. Kindly confirm which one we consider.	Director (e-Governance), Gujarat Informatics Limited
61.	General	General	Kindly mention the percentage of large Maps, Plans, Photographs or any other formats to be scanned from the mentioned volume of pages.	Not applicable
62.	General	General	Who will provide LAN, UPS, Power Generator, A.C. etc?	It will be Bidder's responsibility.
63.	General	General	Is solution required in open source or license tool	Bidder may propose.
64.	General	General	Any preference on Operating system used	Bidder may Proposed any operating system for centralized storage. However DMS software shall be user friendly and browser based and compatible

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification	Draft Responses of Pre-bid queries
				with major browser.
65.	General	General	What will be the back end used in application (SQL Server/Oracle/My SQL etc)	Bidder may Proposed
66.	General	General	Where will be the images hosted (our server or they have their own server)	Server of CoT.
67.	General	General	If the images are hosted on their server, what is the status of disaster management	The scanned data uploaded on server place at SDC.
68.	General	General	Are there any specific reports demanded by the client	As per RFP.
69.	General	General	Is the document entry (entry in metadata fields) done in per document wise or in bulk.	Per Document.
70.	General	General	What is the approx no. of users who are going to use this application	As above
71.	General	General	Do Commissionerate of Transport want this application on LAN or internet. If they want this application on LAN is there a dedicated lease line for this?	Application required on Intranet (GSWAN).
72.	Page No 20, Point No. 3.6	Patent Rights, Copy Rights	We have our own DMS software but we have open source software for which we won't charge but installation, customizations and maintenance of the same would incur charges.	
73.	Page 32, Point No 4	Variant and Fuzzy search	We don't have this feature right now, This can be a part of customization which requires time	No change, as per RFP
74.	Page 39, Point No 10.6	CV of staff	Require CV of IT team for DMS only?	CV of Key Staff will be required. Other should be only listed down.

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification	Draft Responses of Pre-bid queries
75.	Page 39, Point No. 10.7	Bill of material	What specifications are required? Pl explain	Detailed work plan and provision to be made by CoT/RTO level as part of this project.
76.	Page 39, Point 10.9	DMS	What details are required? Pl explain	As per RFP.
77.	Pg. 10, Cl. 4 Pt. 2.2	The bidder should have handled at least lacs documents in the last five years.	This seems a typo error. Kindly specify the particular figure of no of Lakhs of documents. Also request to ask for the PO and client certificate as documentary Proof.	As above
78.	Pg. 26, Cl. 4.2.1 Pt. 4.2	Scanning of per printed/hand written Legal, A4, A3 Size page (Output shall be PDF with minimum 300 dpi resolution)	There are 2 differences in Payment terms mentioned in the tender. On Pg. 21 Cl. 3.12 monthly payment condition is mentioned where as in section condition there is a difference. Kindly clarify	As above
79.	Pg. 32, Cl. 5 Pt. 5.1.2	OCR Search: System provides the facility of Optical Character Recognition from scanned documents	OCR is possible for English printed word only in handwritten and Gujarati word OCR is not 100% accurate	OCR will not be required.
80.	Pg. 41, Note Pt. 11	The overall L1 bidder has to match the item wise L1 rate.	Kindly remove the clause for matching of item wise L1 rate and Award the work to overall L1 bidder.	As above
81.	Payment - 3.12.5 page 22	Payment will be made within a month's time from the date of receipt of bill, provided there is no dispute.	Bidder requests payment terms to be changed to 30 days from the date of invoice.	As Per RFP.
82.	3.17 Termination for Default or otherwise or Convenience	New	Bidder requests a notice period of 30 days before termination.	As Per RFP

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification	Draft Responses of Pre-bid queries
	Page 22 & 23			
83.	4.2.1 Payment Page 26	Scanning of per printed/hand written Legal, A4, A3 Size page (Output shall be PDF with minimum 300 dpi resolution) a) 90 % payment after verification done by respective office authority b) Remaining 10 % payment after 3 Months of successful completion of scanning.	Bidder request payment section to be changed to a) Invoicing would be made monthly in arrears for all the work done during the month b) 100% of the invoice would be paid as per the payment terms mentioned in section "Payment - 3.12.5".	- As above - As per RFP
84.	4.3 Penalty Clause Page 26	Penalty cap	Bidder requests to cap the aggregate penalty under this contract to 10% of the respective month invoice value.	Accepted. If penalty goes beyond 10% in any three consecutive month than CoT may decide on termination of contract and forfeit the PBG.
85.	4.3.1 Penalty Clause Page 26	4.3.1.1 Forfeit the performance Guarantee Amount. Or 4.3.1.3 Terminate the contract without giving any notice.	Bidder requests for a cure period of 30 days for the below 2 instances 4.3.1.1 Forfeit the performance Guarantee Amount. Or 4.3.1.3 Terminate the contract without giving any notice. Bidder requests to cap the penalties under this clause to 5% of the respective month invoice value.	As Per RFP
86.	4.3.2 Quality Page 26	<u>Level of Accuracy (in percentage) - Penalty</u> >= 98.00 && < 99.00 - 01% of the order value >= 95.00 && < 98.00 - 02% of the order value	Bidder requests to change the penalties under this section as shown below <u>Level of Accuracy (in percentage) - Penalty</u> >= 98.00 && < 99.00 - 01% of the price of the defective portion of work	As above

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification	Draft Responses of Pre-bid queries
		>= 90.00 && < 95.00 - 5% of the order value <90 - No Payment	>= 95.00 && < 98.00 - 02% of the price of the defective portion of work >= 90.00 && < 95.00 - 5% of the price of the defective portion of work <90 - 10% of the price of the defective portion of work Bidder requests to cap the penalties under this clause to 5% of the respective month invoice value.	
87.	4.3.3 Delays in deliverables Page 27	<u>Penalty@ 1% of total order value per week will be levied up to the maximum of 5 weeks.</u>	<u>Bidder requests to change the penalties under this section as shown below</u> <u>Penalty@ 1% of total order value of delayed deliverables per week will be levied up to the maximum of 5 weeks.</u>	As above.
88.	SLA for Damage or Permanent loss of Documents Page 27	New	Bidder requests to cap the penalties under this clause to 5% of the respective month invoice value.	As above.
89.	11.SECTION VIII: FINANCIAL BID FORMS	The overall L1 bidder has to match the item wise L1 rate.	Bidder requests customer to remove this point. L1 to be measured at the overall price and there should not be any requirement to match line item wise rate.	As Above.
90.	Limitation of liability	New	Bidder requests to cap the limitation of liability to the total contract value payable under this contract.	As above.
91.	Clause 3.5.4, Page 19	The service provider shall permit COT to inspect the service provider's accounts and	Bidder submits that it can accommodate reasonable audit requirements subject to be confined to business records relating to	As per RFP.

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification	Draft Responses of Pre-bid queries
		records relating to the performance of the service provider and to have them audited by auditors appointed by COT, if so required by COT.	the contract. Additionally, Bidder requests and submits as below: (a) auditors (internal or external) must not be Bidders competitors; (b) Scope and purpose of such audits must be well defined (e.g., charges, service level performance, security and other controls, etc.) and only in connection with the services covered under the scope of the contract. (c) Audit must exclude Bidder's internal operations and costs, as well as other customers' data, and services and subcontractor's commercials; (d) Audit procedures must comply with Bidder's reasonable requirements (e.g., concerning prior notice, security, confidentiality) and avoid any disruption of normal operations; (e) Bidder under such Audits will not disclose its internal or external audits, summaries or reports. (f) The Audit must not be for re-establishment/re-negotiating price or scope of work.	
92.	Clause 3.6 Page 20	3.6.1 The Service Provider shall indemnify COT/GIL against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from	Bidder requests modification of this clause to insert the qualifiers as specified below: The Service Provider shall indemnify COT/GIL against all third-party claims of infringement of copyright, patent,	As above.

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification	Draft Responses of Pre-bid queries
		use of the Goods or any part thereof in India.	<p>trademark or industrial design rights arising from use of the Goods or any part thereof in India, provided:</p> <p>(a) COT/GIL promptly notifies the Service Provider of the claim and cooperates with Service Provider's defence. Service Provider may modify the product or service so as to be non-infringing and materially equivalent, or may procure a licence. If these options are not available, Service Provider will refund to COT/GIL the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid; and</p> <p>(b) Service Provider is not responsible for claims resulting from any unauthorized use of the products or services This applies also to deliverables specifically identified as such in the Schedules/Annexures/Exhibits except that Service Provider is not responsible for claims resulting from deliverables content or design provided by the COT/GIL.</p>	
93.	Clause 3.16.2, page 22	2) If at any time during performance of the Contract, the Service Provider or his subcontractor(s) should encounter conditions impeding timely delivery of	Bidder requests modification of this clause as below: 2) If at any time during performance of the Contract, the Service Provider or his subcontractor(s) should encounter	As per RFP.

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification	Draft Responses of Pre-bid queries
		<p>the Goods and performance of Services, the Service Provider shall promptly notify GIL/COT 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/COT 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.</p>	<p>conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify GIL/COT 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/COT shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without a penalty, as defined in the Penalty clause, in which case the extension shall be ratified by the parties by amendment of the Contract.</p>	
94.	Clause 3.17, Page 22	<p>COT 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:</p> <p>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 COT; or</p> <p>b) If the service provider fails to perform any other obligation(s) under the</p>	<p>The Bidder submits that: The termination for default/cause will occur only for material breach after providing 30 days written notice and cure period to rectify such breach failing which customer may terminate the contract.</p> <p>Further, upon such termination the Bidder will be entitled to receive payments for the products and services provided till effective date of termination, including any termination charges as mutually agreed.</p>	As per RFP.

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification	Draft Responses of Pre-bid queries
		<p>Contract.</p> <p>c) If the service provider, in the judgment of COT 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;"</p> <p>d) If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.</p> <p>3.17.2 If Bidder has violated /</p>		

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification	Draft Responses of Pre-bid queries
		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.		
95.	Clause 3.21, Page 26	In this regard COT doesn't go for any arbitration on dispute and COT'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.	Bidder submits that - In the event of disputes or differences arising under this Agreement, the parties shall draw a mutual escalation matrix to address and resolve the same amicably. In the event of failure to resolve such disputes / differences amicably, such disputes / differences shall be referred to a sole arbitrator appointed by mutual consent of the both the parties and in the event of disagreement between the 2 parties, the appointment of the Arbitrator shall be made in accordance with the Arbitration & Conciliation Act, 1996. The decision of the arbitrator on the dispute shall be final and binding on both parties."	As per RFP.
96.	5 of 3) Other Conditions, page 45	If the bidder fails to execute the contract, the Security Deposit of the defaulting bidder will be forfeited and	Bidder requests deletion of this clause as there are other provisions which adequately covers the interest of the	As per RFP.

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification	Draft Responses of Pre-bid queries
		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	Parties.	
97.	5: Scope of Work	Development of Document Management System software, Page 29	Bidder would request for a clarification whether the COTS application can be used or new application has to be developed?	Bidder may select.
98.	5: Scope of Work Point no.1	The Service provider (SP) shall have to work at each RTO/ARTO level., Page 31	1. Since the timeline for the project is defined as 6 months in case of delay not attributable to the bidder side how it will be handled. 2. Since bidder will be working at the RTO/ARTO level will the documents be provided in a centralized location or RTO/ARTO level?	1. As above. 2. All the documents need to be scanned at RTO/ARTO level.
99.	5: Scope of Work Point no. 5.1.1 (3.)	Provide digitized data in 2 copy., Page 31	Bidder wants to know whether the second copy would be accessed through the existing master folder bidder has to create a copy in different location(HW).	As above
100.	5: Scope of Work Point no. 5.1.3	Store documents anywhere: Documents can be stored and managed anywhere – On the web server, the database server or anywhere else. , Page 32	Bidder wants to know whether the storage would be on existing server or different storage drives has to be used?	Existing server.
101.	5: Scope of Work Point no. 5.1.7	All the physical documents needs to be destroy in consultation with respective RTO office after them approval. , Page	Is destroying responsibility of bidder? If yes what all checks to performed before destroying of documents and what kind of	Yes. The price should be including destroying of

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		32	sign offs required? Do we need to quote separately for destruction of the documents.	documents also. After completion and checking of scanned documents each RTO/ARTO will provide the sign off.
102.	General Queries		Is versioning required as a part DMS? For example in case there is renewal of driving license of an existing user, does the old information has to be over-written by the new one or does it need to be stored in a different version?	Data Should be added , Not over write, All data related to one DL or Reg. no should be stored in particular number sequence.
103.			1) Scope is silent on mode of color in which document to be scanned (BW/GRAY SCALE / COLOR)	BW
104.			2) Please confirm expected feature for Document Management System software (DMS)	As per RFP.
105.			3) Does the Document Management System software (DMS) should be open source? do we have to share the code	Bidder may propose.
106.			4) For Meta Data Entry do we have to capture the detail in both language (English / Gujarati) or any one which is available on physical documents?	In physical documents the details are available in either English in Gujarati. However, the metadata entry will be done in English only.

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification	Draft Responses of Pre-bid queries
107.			You have requested to provide digitized data in 2 copy. Please suggest the storage media? also please confirm do we have to provide the storage device or will be provided by COT	The data will be stored in Central Storage provided by CoT. However, bidder has to give OS and Data base licenses and its ATS/AMC for 5 years.
108.			Also confirm the digitized data copy to be provided in addition to software upload?	YES, Digitized data copy is required to COT Office.
109.			Full-text search capability of document refers to OCR (Typed documents) or ICR (Hand written documents) or Both	Full text search capability will not be required.
110.			All the physical documents need to be destroy in consultation with respective RTO office after them approval (Do we have to include the destruction charges in per image rate? also confirm do we have to reimburse the Pulp charges?	Yes.