## **GOVERNMENT OF GUJARAT**

#### **GUJARAT STATE ARCHIVES**

#### SPORTS, YOUTH & CULTURAL ACTIVITIES DEPARTMENT, GANDHINAGAR

**TENDER FOR SCANNING of ARCHIVAL MATERIAL (Document Image)** 

Tender No: SW140819183

Bid Processing Fees: Rs. 5,900/-

Earnest Money Deposit: Rs. 2,00,000/-



Gujarat Informatics Ltd. Block no. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar. Ph. No. 23259237, 23255950 Fax: 23238925. www.gil.gujarat.gov.in

Last date of submission of queries: 27.08.2019 up to 1500 hrs.

Date of Pre-Bid Meeting: 27.08.2019 at 1500 hrs.

Last date of Submission of Bid: 10.09.2019 up to 1500 hrs.

Opening of Technical Bid: 10.09.2019 at 1600 hrs.

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#### COMPETITIVE BIDDING FOR

### SCANNING OF ARCHIVAL MATERIAL (DOCUMENT IMAGE)

#### SECTION I: INVITATION FOR BIDS

On behalf of the Directorate of Gujarat State Archives Department, Government of Gujarat, Gujarat Informatics Ltd. invite offers through E-tendering route TENDER FOR SCANNING of ARCHIVAL MATERIAL (Document Image) (Tender No: SW140819183).

Please note that this bid document is not for actual award of contract/ work order but to call the rates as per the financial bid for SCANNING OF ARCHIVAL MATERIAL (DOCUMENT IMAGE) (Tender No: SW140819183).

Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and financial bid for SCANNING OF ARCHIVAL MATERIAL (DOCUMENT IMAGE).

The bidders may download the tender document from website of **Gujarat** Informatics Limited (<u>www.gil.gujarat.gov.in</u>) as well as from <u>https://gil.nprocure.com</u>.

Bid Processing Fee	Rs. 5,900 /-	
Last date, time for Submission	27.08.2019 up to 1500 hrs.	
of queries on		
nitintatu@gujarat.gov.in		
<u>hirenp@gujarat.gov.in</u>		
Date, Time & Place of Pre-bid	27.08.2019 at 1500 hrs.	
meeting	Gujarat Informatics Ltd., Block no. 2, <sup>2nd</sup> floor,	
	Karmayogi Bhavan, Sector-10A, Gandhinagar.	
Last date, time for Online 10.09.2019 up to 1500 hrs.		
Submission of bids online		
Date, time and place for	10.09.2019 at 1600 hrs.	
Opening of Technical Bids	Gujarat Informatics Ltd., Block no. 2, 2 <sup>nd</sup> Floor,	
	Karmayogi Bhavan, Sector-10A, Gandhinagar.	
Address for communication	Gujarat Informatics Ltd., Block no. 2, <sup>2nd</sup> floor,	
	Karmayogi Bhavan, Sector-10A, Gandhinagar.	
Earnest Money Deposit	Rs. 2,00,000/- (No relaxation to anyone	
	including SSI units)	

Tender for Scanning of Archival Material (Document Image)

Last date & Time for submission	10.09.2019 up to 1500 hrs.
of EMD & Bid Processing Fees	
in GIL (Physical) along with	
Affidavit as given format	
Validity of Tender	180 days.
Contact Person	DGM (App.), Gujarat Informatics Ltd.
Time Limit to complete the work	For Phase-1: Within 9 months from date of
	issue of work order for 2019-20
	For Phase-2: Within 9 months subject to
	allocation of grant by GoG and performance
	review by Archive Dept. for 2020-21

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

- Technical bids will be opened in the presence of tender Committee members whoever are present as well as Bidders' or their representatives who choose to attend on the specified date and time. The tender committee has been empowered to take the final decision regarding the tender.
- In the event of the date specified for receipt and opening of bid being declared as a holiday for Gujarat State Archives Department office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
- 3. Gujarat Informatics Ltd/ Directorate of Gujarat State Archives Department reserve the right to accept or reject any tender offer without giving any reason.
- Financial bids of only those bidders who qualify on the basis of evaluation of technical bids & Demonstration will be opened.
- 5. Use & Release of Bidder Submissions:

GIL/ Directorate of Gujarat State Archives Department is not liable for any cost incurred by a Bidder in the preparation and production of any Proposal, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the GIL/ Directorate of Gujarat State Archives Department 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.

#### SECTION II: INSTRUCTIONS TO BIDDERS

#### INTRODUCTION

The State of Gujarat was formed in the process of the reorganization of the States, with effect from 1st May, 1960. Although Gujarat had no organized State Archives Department, till ten years of reorganization of Bombay State. But it had been associated with the Indian Historical Records Commission through Universities. So the former Balvantrai Mehta Ministry of Gujarat realized the necessity of Archives department and took decision in June 1964 to set up a separate State Archives in Gujarat. The concept of State Archives was, however, concretized in December, 1971 when a separate Department of Archives was set up.

After survey, appraisal and classification of old records, State Archives come to conclusion that Gujarat is fortunately very rich in terms of Archival wealth which may be classified as under:

(1) The records of the former Princely States lying within territory of Gujarat State.

(2) The records of British period lying in the District offices within the Gujarat State.

(3) Private Records in possession of institutions and individuals such as religious trust, wakf properties, former Girasdar, Inamdars, Taluqudar, Administrator and Scholars.

In order to spread the Archival Activities and Record Management in the State, two circle offices with a record repository at Vadodara and Rajkot have been constituted. Five District Offices with Records center at Jamnagar, Bhavnagar, Porbandar, Junagadh, Mahesana and one Archival Functional Building with scientifically constructed Archival Repository being as a Head and Administrative office at Gandhinagar have been constituted.

In order to spread the Archival Activities and Record Management in the State, the state Archives has divided the whole Gujarat into two circle offices for better Archival Administration. Each circle & District offices have been given the charge of certain districts and talukas for implementation of Archival Policy Resolution. Gradually, the

State Archives has started, separate Five District Record centers named as District Archives offices for effective administration.

#### HOLDING OF RECORDS AND THEIR FINDING AIDS OF STATE ARCHIVES

Archives Dept. have been carved out from several Princely States and Political agencies of British India. The former rulers and administrators connected with the former Princely administration and agencies of British India are in possession of very old and valuable records of archival importance in form of files, Registers, manuscripts, etc. These records constitute a part of historical and cultural heritage of Gujarat and are very useful for research and reference.

The records holdings of the Archives Dept. are broadly divided into two distinct series, viz., the records of the former princely states and the secretariat records. The records of princely states comprises of manuscripts / Books, volumes and proceedings etc. from 1820 to 1947 A.D. These records also contain information regarding administrative set up of these states and their relations with British Government. After the integration of States these records came under the custody of the Revenue Department. After 1971 the State Archives has took over the charge of selected record offices for better preservation and conservation of records. The Secretariat Records comprised of proceedings and files for the period of 1947 to 1960.

Under the provision of Gujarat Historical Research Rules 1976, all records which are 30 years old are open for consultation for bonafide researchers. Foreign Scholars are required to produce letter of introduction from their respective embassies / High Commissions and also from the Universities / Institutions. And the permission should also be taken from the Government of India & State of Gujarat. All applications for permission to consult the records are to be addressed to the Director of Archives and concerned Head of the Offices of respective Record Offices.

#### A. Scope of Work

It will be the responsibility of the agency:-

- To work at the district offices of state of Gujarat. The list of offices are mentioned on page no. 11. The successful bidder shall work during office hrs.
- Bring all the requisite Hardware and Peripherals as mentioned in this document required to meet the desired service standards at their own cost.
- Service Provider shall do the pagination of each file before starting scanning. It shall be part of scanning work. No extra charge for the same will be given to the service provider.
- 4) Unbinding of bounded volumes will not be permitted. Also, automatic page flipping machines and scanning by digital cameras will not be allowed.
- 5) Service Provider will have to Scan the Documents in min. resolution of 400 dpi and submit the same in Hard Disk along with the retrieval software. They have to submit indexed print out of the files scanned. In future there may be decided to upload the document images on the web, so the successful bidder has to work considering the same.
- 6) All the scanning will be done in color which will be converted in black & white. Scanning will be done in true 400 DPI optical resolution, where readability is poor the vendor should be prepared to go for 600 dpi or even higher resolution.
- 7) 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.
- 8) The Service Provider will scan all the documents and will carry out Quality Checks in order to ensure that the scanning quality is good and the pages are perfectly scanned.
- 9) As all the pages of the document are stapled or tied, the Service Provider will not be allowed to unstaple/untie for the purpose of scanning.

- 10)Scanned images (preferably in .jpg, .gif, .tif format) of these documents will have to be converted into PDF files.
- 11)The PDF files of the scanned documents will have to be stored in the data base & written on USB Hard Disk. The concerned Data files relating to these documents will also have to be written on the same USB Hard Disk for which the document files are. Further, USB Hard Disk will have to have the run-time of the software, which will enable the quick search and viewing/printing of the database as also the PDF files. The Service Provider will have to provide two sets of USB Hard Disk separately for color and Black & white image to each office.
- 12)SP needs to create the database/index for the scanned documents so that search engine could handle the search of particular scanned document. Also the said scanned documents would be uploaded on website so index should be database/index should be prepared accordingly. The indexing of data should be in Unicode. The data entry software for scanned document should be prepared in consultation with the Gujarat State Archives Department office.
- 13)The software should be capable of quick search, retrieval, viewing and printing of the data-base and PDF files as well as physical location, Class no. of the file. The Retrieval software should be capable of searching within image-PDF files (searchable PDF Files). All rights of the software will be reserved with ARCHIVES Directorate.

Sr.	Field Name	Average number of
No.		characters for Field
1	Custodian Code	5
2	Collection Name	50
3	Department Code	5
4	Branch Code	50
5	Index No	4
6	Daftar No	4
7	File No	50
8	Page No	4
9	Subject	255

14)SP should responsible for data entry of the following field of each file.

Tender for Scanning of Archival Material (Document Image)

10	Class	1
11	Year From	4
12	Year To	4
13	Language	3
14	Room	2
15	Rack	3
16	Shelf	3
17	Location	5
18	Condition	10
19	Page OCR Text	

- 15)The Created PDF file should be searchable using the above mentioned fields.
- 16)The Documents may be anywhere from 55 to 200 years old. All the documents are very important. The Documents may have different size. Proper care should also be taken while scanning for every document. The successful bidder have to provide security measures while preparing CDs that no one can change the content of the documents.
- 17)The Documents are very old and acidic. Some papers may be brittle and fragile. So additional care should also be taken to handle while the process of scanning.
- 18)Total Approximate Volume of all the district offices (Junagadh, Porbandar and Jamnagar) is as under. The volume will be increased/decreased by 30%

Sr. No.	District	Approx. Total Volume available	Approx. Volume available as per Size of Page	Approx. Volume to be covered (2019-20)	Approx. Volume to be covered (2020-21)*
1	Junagadh	1,23,00,000	A1: 4,50,000	A1: 2,25,000	A1: 2,25,000
			A2: 6,50,000	A2: 3,25,000	A2: 3,25,000
			A3: 32,00,000	A3: 16,00,000	A3: 16,00,000
			A4: 80,00,000	A4: 40,00,000	A4: 40,00,000

	Total Volume size wise 1,23,00,000 61,50,000 61,50,000				
i otai volume size wise		1,23,00,000	61,50,000	61,50,000	
2	Porbandar	1,11,10,000	A1: 4,00,000	A1: 2,00,000	A1: 2,00,000
			A2: 5,00,000	A2: 2,50,000	A2: 2,50,000
			A3: 30,10,000	A3: 15,05,000	A3: 15,05,000
			A4: 72,00,000	A4: 36,00,000	A4: 36,00,000
	Total Volu	me size wise	1,11,10,000	55,55,000	55,55,000
3	Jamnagar	60,00,000	A1: 10,00,000	A1: 5,00,000	A1: 5,00,000
			A2: 10,00,000	A2: 5,00,000	A2: 5,00,000
			A3: 10,00,000	A3: 5,00,000	A3: 5,00,000
			A4: 30,00,000	A4: 15,00,000	A4: 15,00,000
	Total Volu	me size wise	60,00,000	30,00,000	30,00,000

\*Note: The work of 2020-21 will be done subject to allocation of grant.

#### **Districts Offices of Archives Dept.**

Sr.	Name of Officer	Address	Phone No
No			
1	Smt. Arti H. Doshi,	District Archives Office,	2621185(O)
	Superintendent (I/C)	Circle Chawk, Junagadh	9427554283
	Shri J. H. Goswami,		8441685869
	Office Superintendent		
2	Smt. Arti H. Doshi,	District Archives Office	2211321(O)
	Superintendent (I/C)	Gopnath Plot, Street no.	
	Shri J. H. Goswami,	2, Porbandar	9427554283
	Office Superintendent		8441685869
3.	Smt. Arti H. Doshi,	District Archives Office,	2671963 (O)
	Superintendent (I/C)	Irvin Hospital, Jamnagar	9427554283
	Shri J. H. Goswami, Office Superintendent		8441685869

#### **B.** Qualification Criteria

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

- The vendor should be in the business of Data Entry and/or Scanning for at least three years as on 31<sup>st</sup> March 2019 having experience of Scanning of at least 50 years of old documents of national/state archives or similar institutes, old historical & hand written documents preservation institute, State/Central Govt. Office. Company Incorporation Certificate must be submitted for the same along with copy of work order/client certificate older than three years.
- 2) The bidder should have handled at least 50 lacs documents in the last two years. Necessary copy of work order / certificates on client letterheads should be submitted as testimonials.
- The bidder should have ISO 9001:2015 or latest certification for "Data Entry/Scanning/Digitization and related services".
- 4) The bidder should have completed at least 3 Data Entry/ Scanning projects during last five years as on 31<sup>st</sup> March, 2019 with order value of Rs 50 lacs in each. Copy of the work order of the same must be attached.
- 5) Total turnover of the firm should be at least **Rs. 2 Crore during the each of last three financial years**. (i.e. either 2015-16, 2016-17 & 2017-18). The bidder must attach Statutory Auditor's Certificate Certifying the turnover in each of the last three years. Bidder should have to upload the copies of the audited Balance sheet and profit and loss accounts.
- 6) Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the tendering Authority

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

#### C. PREPARATION OF BIDS

#### 1) Cost of Bidding

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

#### 2) Bidding Document

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

#### 3) Clarification of Bidding Documents

- A prospective Bidder requiring any clarification of the bidding documents may notify the tendering Authority in writing at the tendering Authorities address indicated in the Invitation for Bids. The tendering Authority will respond in writing to any request for the clarification of any biding documents, which it receives one day prior to deadline for submission of bids prescribed by the tendering Authority.
- 2) Pre bid meeting is fixed for clarification at Gujarat Informatics Limited, Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar. In the event of any clarification required and issued in writing, it shall form the part of the tender document.

#### 4) Amendment of Bidding Documents

1) At any time prior to the deadline for submission of bids, this office may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete certain conditions in the bidding document.

2) All prospective bidders who have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

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

#### 5) Language of Bid

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

#### 6) Bid Form

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

#### 7) Bid Prices

- 1. The Quote will be on the basis of per page charge (comprising of software charge), which the Bidder expects.
- 2. If required the tendering Authority may at a later stage (i.e. after the finalization of contract or at the time of agreement) ask for a component wise break up of the price.

#### 8) Bid Currency

1. Prices shall be quoted in Indian Rupees only.

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

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

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

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

#### 11) Earnest Money Deposit

The bidder will have to submit Non-refundable Bid Processing Fees of Rs. 5,900/-& Earnest Money Deposit (E.M.D.) of Rs. 2,00,000/- (Rupees Two Lacs Only) (Refundable) on or before date & hours of submission of bid in a sealed cover at GIL office with the heading "Bid processing Fees & EMD for RFP for TENDER FOR SCANNING of ARCHIVAL MATERIAL (Document Image) (Tender No: SW140819183).

- Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
  - Bid Security / EMD as mentioned above, shall be submitted 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/10/2018/18/DMO dated

16.04.2018(http://www.gil.gujarat.gov.in/grs/DMO 2173 16 Apr 2018 714.p

<u>df</u>) 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 Annexure A) and must be submitted along with the covering letter.

Please affix the stamp of your company on the overleaf of demand draft.

**Note:** Failing to submit physical covers of EMD and bid processing fees at GIL on or before given time may lead to the rejection of the bid.

- In case of non-receipt of Bid processing fees & EMD as mentioned above, the bid will be rejected by GIL as non-responsive.
- EMD of all unsuccessful bidders would be refunded by GIL within 30 Days on selection of successful bidder. The EMD submitted of successful bidder would be returned upon submission of Performance Bank Guarantee and signing of contract.
- The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the **Performance Bank Guarantee** and offer of inspection of the ordered material.
- The EMD may be forfeited at the discretion of DOL/GIL, on account of one or more of the following reasons:
  - a) If a Bidder withdraws their Bid during the period of Bid validity.
  - b) If Bidder does not respond to requests for clarification of their Bid
  - c) If Bidder fails to co-operate in the Bid evaluation process, and
  - d) In case of a successful Bidder, the said Bidder fails:
    - i. To sign the Agreement / Contract in time
    - ii. To furnish Performance Bank Guarantee
    - iii. If the bidder is found to be involved in fraudulent practices.

#### 12) Period of Validity of Bids

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

#### 13) Performance Security Deposit

1. The successful bidder shall furnish performance guarantee in the form of bank guarantee for the amount equal of 10% of the value of the Order towards

faithful performance of the contract obligation, and performance of the equipment for period of 9 months. In case of poor and unsatisfactory services, IGR shall invoke the PBG.

The Performance Bank Guarantee has to be submitted within 15 days from the date of issue of Purchase order from 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/10/2018/18/DMO dated 16.04.2018(http://www.gil.gujarat.gov.in/grs/DMO 2173 16 Apr 2018 714.p df) issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith). The Performance Guarantee shall be discharged by ARCHIVES DEPT and returned to the Bidder within 30 days from the date of expiry of the Performance Bank Guarantee.

#### 14)Clarification to tender documents

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

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

- 1. Gujarat Informatics Limited shall be responsible for the proper receipt and safe custody of the tenders.
- 2. The tender must be submitted online on <a href="https://gil.nprocure.com">https://gil.nprocure.com</a>.
- 3. Gujarat Informatics Limited may extend the last date and time for receiving tenders after giving adequate notice to all the bidders in cases where
  - a. The publication of the tender notice has been delayed.
  - b. The communication of changes in the tender documents to the prospective bidders under Para 16 took time;
  - c. Any other reasonable grounds exist, for such extension which shall be recorded in writing by the ARCHIVES DEPT. & Gujarat Informatics Limited

#### D. Contents of Envelopes

- 1. Envelope for the EMD and Bid Processing Fee.
- Envelope shall be marked as Envelope for "EMD & Bid Processing Fees along with the Affidavit as given format" for the tender for Scanning of Archival Material (Tender No: SW140819183).

#### E. SUBMISSION OF BIDS

#### 1) Sealing and Marking of Bids

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

#### 2) Deadline for Submission of Bids

- Bids must be submitted online through <u>https://gil.nprocure.com</u> 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 ARCHIVES DEPT./GIL, the bids will be received up to the appointed time on the next working day.
- GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of GIL and Bidders subject to the deadline will thereafter be subject to the deadline as extended.

#### 3) Late Bids

1. Any bid received by GIL after the deadline for submission of bids prescribed for the ARCHIVES DEPT. Office, will be rejected and/or returned unopened to the Bidder.

#### 4) Withdrawal of Bids

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

#### F. BID OPENING AND EVALUATION OF BIDS

#### 1) Opening of Bids by ARCHIVES DEPT./GIL

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

> Gujarat Informatics Limited Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar.

- 2. The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for the tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.
- 3. The Bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details as ARCHIVES DEPT., at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.
- 4. Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

- 5. Financial Bids of only those bidders who qualify in the pre-qualification evaluation will be opened in the presence of the qualified bidders or their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.
- 6. L1 will be selected district wise.
- 7. L1 bidder will be responsible to carry out the work for the year 2019-20 & 2020-21.

#### 2) Clarification of Bids

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

#### 3) Contacting ARCHIVES DEPT./GIL

- No Bidder shall contact ARCHIVES DEPT./GIL on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of ARCHIVES DEPT./GIL, he should do so in writing. ARCHIVES DEPT/GIL reserves the right as to whether such additional information should be considered or otherwise.
- Any effort by a Bidder to influence ARCHIVES DEPT./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.

#### 4) Evaluation and comparison of Bids

1. For technical evaluation and comparison of the bids will be done by GIL based on the pre-qualification evaluation criteria given in the tender document.

- 2. The solution provider will be selected based on evaluation of pre-qualification. Financial bids of only those bidders who qualify on the basis of prequalification evaluation will be opened. Only without tax values will be considered for financial evaluation.
- 3. For evaluation of Financial Bids, the without tax values will only be considered for comparison.
- 4. GIL/Archives Department's evaluation of a Bid will exclude and not take into the account any allowance for price adjustment during the period of the execution of the contract, if provided in the bid.

#### G. AWARD OF WORK

#### 1) Award Criteria

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

#### 2) Area of operation

1. Area of operation will be the Offices of Archives Depts., Gujarat as mention in Scope of Work.

#### 3) GIL/ARCHIVES DEPT.'s Right to Accept / Reject Any or All Bids

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

#### 4) Notification of Awards

- Prior to the expiry of the period of the bid validity, ARCHIVES DEPT./GIL will notify the successful bidder in writing. The bidder will confirm the same in writing through registered letter.
- 2) The notification of award will constitute the formation of the Contract.
- Upon the successful Bidder's furnishing of performance security pursuant to clause 33, ARCHIVES DEPT./GIL will promptly notify each unsuccessful bidder.

#### 5) Signing of Contract

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

#### 6) Corrupt or Fraudulent Practices.

- GIL/ARCHIVES DEPT. requires that the bidders/suppliers/ contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, ARCHIVES DEPT. defines for the purposes of this provision, the terms set forth as follows:
- 2) "Corrupt Practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of ARCHIVES DEPT., 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 ARCHIVES DEPT. of the benefits of the free and open competition;

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

## 7) Interpretation of the clauses in the tender Document / Contract Document

- In case of any ambiguity in the interpretation of any of the clauses in tender Document or the Contract Document, GIL/ARCHIVES DEPT.'s interpretation of the clauses shall be final and binding on all parties. However, in case of doubt as to the interpretation of the bid, the bidder may make a Written request prior to:
  - DGM (App.) Gujarat Informatics Limited, Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhawan, Sector-10A, Gandhinagar

GIL/ ARCHIVES DEPT.'s may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document.

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

#### SECTION III: GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

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

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

• The entire setup as defined in scope of work has become functional & the transactions can be done on computers.

#### 12)"Maintenance" means

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

#### 13) Performance Standards

This factor incorporates the maintenance standards as defined below:

#### Service Level Standards: -

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

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

#### 2. Application

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

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

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

#### 4. Patent Rights

The Service Provider shall indemnify GIL/ARCHIVES DEPT. against all thirdparty claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

#### 5. Inspections and Tests

 Authorized person in GIL/ARCHIVES DEPT will verify the data entry printouts. If the printouts are not found as per the norms prescribed by this office, they shall be generated again and again until they attain the prescribed norms and no extra payment will be made for the same. Verification of documents will be done on the basis of document completeness.

Tender for Scanning of Archival Material (Document Image)

- 2) No staff of GIL/ARCHIVES DEPT. will be made available for the said work except for handing over and taking back the documents, receiving CDs & indexed printouts. The entire verification of record will be done randomly and batch-wise by the GIL/ARCHIVES DEPT./GIL staff. It will be the onus of the bidder to ensure that the quality of the work is not compromised. If the quality is not satisfactory, it will amount to rejection of the entire batch. The bidder has to make a thorough verification of the quality at his own level.
- 3) The paper used for printing shall be of good quality.
- 4) The documents shall be handed over to the bidder / or his authorized agent in the morning and shall be collected back by the staff of GIL/ARCHIVES DEPT. at the end of the day.
- 5) The hard disk of the computers shall contain only the operating system, and the application software required for digital Scanning of the documents, and shall be formatted before leaving the premises for any reason.
- 6) The bidder has to submit the proposal for the work flow he intends to follow to ensure error free service. This will form a part of the technical bid.

#### 6. Delivery and Documents

Delivery of the Goods shall be made by the Service Provider in accordance with the terms specified by ARCHIVES DEPT. in the Notification of Award.

#### 7. Transportation

Where the Service Provider is required under the Contract to transport the goods to a specified place of destination within Gujarat defined as Project site, transport to such place of destination in Gujarat including insurance, as shall be specified in the Contract, shall be arranged by the Service Provider, and the related cost shall be included in the Contract Price.

#### 8. Incidental Services

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

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

#### 9. Payment

#### 1) All payments will be done to the agency after completion of the job.

- 2) Payment will be worked out on the basis of per page handled.
- 3) Any penalties imposed on the agency for non-performance will be deducted from the payments/ PBG.
- 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.
- 5) Payment will be made within a month's time from the date of receipt of bill, provided there is no dispute.
- 6) It is binding on the agency to which the work will be allotted to complete the total job-work within the specified time-period as decided by ARCHIVES DEPT.. In case of delay, the agency will be penalized proportionately. The amount of penalty will be adjusted against the amount payable to the agency for the job-work & the net payment will be made to the agency. For example, if the average delays is 10% then the agency will get 10% less amount per page quoted by him to the extent of the pages where the delay has occurred.

#### 10. Change Orders

- 1) GIL/ARCHIVES DEPT. may at any time, by written order given to the Service Provider, make changes within the general scope of the Contract in any one or more of the following:
  - a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for GIL/ARCHIVES DEPT.;
  - b) The place of delivery; and/or
  - c) The Services to be provided by the Service Provider.
  - d) The Quantity of goods to be supplied & or the locations of supply.
- 2) If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of GIL/ARCHIVES DEPT.'s change order.

#### 11. Delays in the Service Provider's Performance

- 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/ARCHIVES DEPT.
- 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/ARCHIVES DEPT. 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/ARCHIVES DEPT. 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.

#### 12. Penalty Clause

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

- i. Forfeit the performance Guarantee Amount. Or
- ii. Impose a proportionate penalty of the delivered price of the Goods or unperformed services. Or
- iii. Terminate the contract without giving any notice.

#### b. Quality:

100% accuracy shall be maintained in scanning & data entry. For accuracy less than 100%, the penalty will be deducted as mentioned below.

Level of Accuracy (in per
---------------------------

>= 98.00 && < 99.00 >= 95.00 && < 98.90 >= 90.00 && < 95.00 <90 Penalty

- 01% of the order value
- 02% of the order value
- 5% of the order value
- No Payment

#### c. Delays in deliverables:

If the work is not completed within the stipulated time period, penalty @1% of the job cost per week's delay subject to a maximum of **20%** will be deducted from the SP's Bill.

d. 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 No. of	Action	Flat Penalty Rs.
------------	--------	------------------

Measures	Documents		
Damage of Pages	1 to 5	Rectify it/ repair the same on immediate	Rs. 500 per Page
3.5		basis	
	Above 5	Rectify it/ repair the	Rs. 1000 per Page
		same on immediate	
		basis	
Permanent	1		Rs. 1000 per Page
loss of 2 to 5			Rs. 1500 per Page
Pages	Above 5		Rs. 2000 per Page

#### 13. Termination for Default or Otherwise

- 1) GIL/ARCHIVES DEPT. 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 Goods/Services within the period(s)/schedule specified in the Contract,
  - b) if the Service Provider fails to perform as per the performance standards.
  - c) If the Service Provider, in the judgment of GIL/ARCHIVES DEPT. has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 2) In Circumstances mentioned in a, b, c above ARCHIVES DEPT. may exercise the following option:
  - a) Direct the agency to leave the Hardware/Software in the offices of the Archives Dept. officer and terminate the Contract.
- 3) In case of premature termination of Contract for no fault of Service Provider ARCHIVES DEPT. may exercise the following options:
  - a) Direct the agency to take back the Hardware and without any additional compensation.
  - b) Direct the agency to leave behind the Hardware & pay him the cost of Hardware less the depreciation as per the Income Tax Act /

Rules. The ARCHIVES DEPT. may consult GIL as to the genuine cost of Hardware. ARCHIVES DEPT. may also take suitable decision as to the system/platform software in consultation with GIL.

#### 14. Force Majeure

- 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, wards or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 2) If a force Majeure situation arises, the Service Provider shall promptly notify GIL/ARCHIVES DEPT. in writing of such conditions and the cause thereof. Unless otherwise directed by GIL/ARCHIVES DEPT. in writing, the Service Provider shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

#### 15. Termination for Insolvency

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

#### 16. Resolution of Disputes

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

#### 17. Taxes and Duties

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

#### 18. Binding Clause

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

#### 19 Manpower Support:

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

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

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

- **21.** The decision regarding acceptance of tender by GIL/ARCHIVES DEPT will be full and final.
- **22.** Conditional tenders shall be summarily rejected.
- **23.** ARCHIVES DEPT. is free to phase out the work if it feels it necessary.

#### SECTION IV: SPECIAL CONDITIONS OF CONTRACT

#### **1** Service Provider's Integrity

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

#### 2 Service Provider's Obligations

- The Service Provider is obliged to work closely with ARCHIVES DEPT.'s staff, act within its own authority and abide by directives issued by ARCHIVES DEPT.
- 2) The Service Provider will abide by the job safety measures prevalent in India and will free ARCHIVES DEPT. 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 ARCHIVES DEPT. responsible or obligated.
- 3) The Service Provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
- 4) The Service Provider will treat as confidential all data and information about ARCHIVES DEPT., 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 ARCHIVES DEPT.

#### 3 Hardware Installation

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

#### 4 Inspections

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

#### SECTION VI: COMMERCIAL BID FORMAT

District	Size of Page	Total Volume to be covered under this project	Rates per page including pagination work	Total (Rs.)	Grand total (Rs.)
		А	В	C=A*B	X = (C1+C2+C3+C4)
	A1	2,25,000		C1	
lunagadh	A2	3,25,000		C2	x
Junagadh	A3	16,00,000		C3	^
	A4	40,00,000		C4	
	A1	2,00,000		C1	
Porbandar	A2	2,50,000		C2	х
FUIDAIIUAI	A3	15,05,000		C3	^
	A4	36,00,000		C4	
	A1	5,00,000		C1	
lomnagor	A2	5,00,000		C2	х
Jamnagar	A3	5,00,000		C3	~
	A4	15,00,000		C4	

Note:

- 1. The grand total of the individual district will be considered for selection of L1 bidder. There may be a possibility to get different L1 bidder for different district.
- 2. The taxes are extra as applicable at the time of invoicing.

# ANNEXURE-1

## Work Specifications

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

## I. Role of the Government Department/ARCHIVES DEPT.

- 1. The ARCHIVES DEPT. will provide space for the project work at its offices as specified in the scope of works.
- 2. The ARCHIVES DEPT. will carry out random checking of the scanned documents and the data-base so as to ensure accuracy before CDs are burnt.
- In order to ensure that the documents are safe and do not go in any unauthorized hands, the ARCHIVES DEPT. will depute its supervisor(s) at the site of scanning/data entry.
- 4. At the end of the process, the ARCHIVES DEPT. will receive the documents, scanned documents in CDs (2 copies) and indexed printout

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

- 1. Arranging necessary computing, scanning and printing hardware and standby power supply equipment (like Generators and UPS).
- 2. Arranging the necessary furniture and storage devices at the site.
- Receive the documents along-with covering lists from ARCHIVES DEPT. Officials. The Service Provider will have to maintain Registers for receiving the documents and subsequent dispatch/handing over to the Authorized Officers of the ARCHIVES DEPT.
- 4. The Service Provider must ensure that the documents are not damaged/mutilated/defaced/altered in any manner. The scanning equipment will be of such quality so that they do not damage the documents in any manner.
- Feeding the covering list into the computer and checking the documents for discrepancy, if any, between the documents and its covering list provided by the ARCHIVES DEPT.
- Scanning the documents and putting them in the same batches together as they were received along-with the covering list indicating discrepancies, if any. Un-stapling the documents will not be allowed.

- 7. Printing a check list of the data relating to documents so as to ensure 100 percent accuracy of the data base (relating to the parties and land details etc). It is to be remembered that the data base will be checked randomly by the Department and any error found will be penalized @ Rs.1 per page. In addition to the above, the Service Provider will have to rectify the errors by incorporating them in printed copies in the concerned Registers and by writing to the new CDs with correct entries.
- 8. Converting the scanned images into PDF file (one PDF file per document). Each page of the PDF file will have document no., year and page number.
- 9. Writing the CDs and printing the documents and check lists, binding them and finally delivering them to the ARCHIVES DEPT.
- 10. 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 documents are taken out of the site at any time.
- 11. 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.
- 12. 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.
- 13.As the said work is very confidential and involves high responsibility, the Service Provider is solely responsible for its security and confidentiality.
- 14. For the said work, Govt. will provide the space. No rent will be charged for the use of space. Rates should be quoted taking this factor into account.
- 15. The scanning work should commence within 15 days from the date of receipt of letter of Intent.
- 16. The said work of phase-1 shall be completed in 9 months from date of issue of work order for 2019-20 and phase-2 shall be completed Within 9 months subject to allocation of grant by GoG and performance review by Archive Dept. for 2020-21 or such period as mentioned in the contract from the date of work order. The work of second year shall be given subject to the allocation of the grant from GoG and performance review of the agency by GIL/ Archives Dept. In case, the grant not allocated or insufficient grant or any other reason or poor performance of the agency for the work of phase -2,

ARCHIVES DEPT has rights to discontinue the work of phase-2 after completion of phase-1 work.

- 17. The bidder should move all his equipment into the premises provided for the job and undertake the work at the said premises. The documents shall not be moved out of these premises.
- 18. The Documents may 55 to 200 years old. All the documents are very important. The Documents may have different size. Proper care should also be taken while scanning for every document.
- 19. The Documents are very old and acidic. Some papers may be brittle and fragile. So additional care should also be taken to handle while the process of scanning

### Other Conditions:

- a) Authentication of the said work shall be done by the authorized person in ARCHIVES DEPT.
- b) Documents scanned to be periodically subject to checks for verification of the quality of documents.
- c) The bidder can have a look at the documents in ARCHIVES DEPT. Office, if he feels it is required.
- d) The staff of the ARCHIVES DEPT. will only hand over documents to the bidder. All processing like making documents dust free, unpinning, pinning, pagination etc. will be done by the bidder. The ARCHIVES DEPT. staff will provide documents which will be tied in batches.
- e) 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.
- f) The bidder shall use only licensed and authentic Software.
- g) Any material necessary for the said work will not be supplied by this office.
- h) Any foreign material required for the said work shall be obtained at the own risk and responsibility of the bidder. No help or extra charges will be made for this.

- i) The Bidder shall remove all his equipments 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.
- j) Bidder shall be held personally responsible for any type of destruction/ mishandling of the documents, since the documents are originals.
- k) 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.
- 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.
- m) The compensation against the damages if any to the electrical equipments and other immovable material / equipments in the room allotted are found, shall be recovered from the amount due to the bidder.
- n) 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.
- All furniture, infrastructure, Air-conditioner (if the service provider feels it is required) shall be provided by the bidder at his own cost.
- p) 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.
- q) The tendering authority takes no responsibility for delay, lost or non-receipt of tender document sent by post/courier.
- r) Telex/telegraphic/fax/Xerox/physical bids will not be accepted.

## ANNEXURE - 2

### **BIDDER'S AUTHORISATION CERTIFICATE**

To,

The Archives Dept. In front of Gulab Udhyan, Sector -17, CH Road. Gandhinagar, Gujarat

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

Thanking you,

Authorized Signatory.

<Bidder's Name> Seal

### ANNEXURE-3

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

#### AFFIDAVIT

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

 I/We,
 \_\_\_\_\_, age\_\_\_\_ years residing at

 \_\_\_\_\_\_\_ in capacity of \_\_\_\_\_\_M/s.

 \_\_\_\_\_\_\_ hereby solemnly affirm that

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

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

Sr. No.	Name of the Document
1	
2	

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

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

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

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

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

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

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

I I We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is \_\_\_\_\_\_, which is issued on the name of \_\_\_\_\_\_\_, which is issued on the name of \_\_\_\_\_\_\_\_\_ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firn;1, whichever is applicable].

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

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

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

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

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

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

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

Date:

Stamp & Sign of the Tenderer

Place:

(Signature and seal of the Notary)

#### Annexure A

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

Ref:

Bank Guarantee No. Date:

To, DGM (Application) Gujarat Informatics Limited Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan, Sector - 10, Gandhinagar - 382010. Gujarat, India

#### 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 for delivery as mentioned above
    - (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.
    - (v)If the successful bidder fails to submit the Performance bank guarantee for delivery & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL/GSA also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.

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 validity of **9 months** from the 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 \_\_\_\_\_2019.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch & Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO\_2173\_16\_Apr\_2018\_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar.

#### Performa of Contract-cum-Equipment Performance Bank Guarantee (To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No. Date:

To Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and having awarded assigns) to M/s. having Principal Office at ..... (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of by issue of Purchase Order No...... Dated ...... issued by Gujarat Informatics Ltd., Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance Guarantee for faithful Performance of the aforementioned contract OWNER/PURCHASER. and to the having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs.\_\_\_\_\_(Rupees\_\_\_\_\_) to the OWNER/PURCHASER on demand at any time up to\_\_\_\_\_\_ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

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

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

OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

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

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

Dated at \_\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_2019.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch & Its official Address

List of approved Banks

All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO\_2173\_16\_Apr\_2018\_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time.

#### CONTRACT FORM

THIS AGREEMENT made on the	e day of	, 2019
Between	(Name of	<i>purchaser)</i> of
	(Country of Purchaser) her	einafter "the Purchaser"
of the one part and	-	(Name of Supplier) of
	(City and Country of Supplier)	hereinafter called "the
Supplier" of the other part:		

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,

*(Brief Description of Goods and Services)* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *(Contract Price in Words and Figures)* hereinafter called "the Contract Price in Words and Figures" hereinafter called "the Contract Price."

NOW THIS AGREEMENT WITHNESSETH AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
  - 2.1 the Bid Form and the Price Schedule submitted by the Bidder;
  - 2.2 terms and conditions of the bid
  - 2.3 the Purchaser's Notification of Award
- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby convenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure:

#### TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said \_\_\_\_\_\_ (For the Purchaser)

in the presence of \_\_\_\_\_

Signed, Sealed and Delivered by the

said \_\_\_\_\_ (For the Supplier)

in the presence of \_\_\_\_\_