

# **GOVERNMENT OF GUJARAT**

**GANDHIDHAM DEVELOPMENT AUTHORITY  
ADIPUR (Kachchh) - 370205**

**TENDER  
FOR  
SELECTION OF AGENCY FOR SCANNING OF RECORDS**

**Tender No: SW1707201580**

**Bid Processing Fees: Rs.5,000  
Earnest Money Deposit: Rs.5,00,000**

**(July, 2015)**



**Gujarat Informatics Ltd  
Block no. 1, 8<sup>th</sup> floor, Udyog Bhavan,  
Sector-11, Gandhianagar-382017, Gujarat  
Ph No. 23259237, 23256022  
Fax: 23238925.  
[www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in)**

**Last date for submission of queries: 23<sup>rd</sup> July, 2015 upto 1700 hrs  
Date of Pre-Bid Meeting: 31<sup>st</sup> July, 2015 at 1600 hrs  
Last date of Submission of Bid: 17<sup>th</sup> Aug, 2015 upto 1500 hrs  
Opening of Technical Bid: 17<sup>th</sup> Aug, 2015 at 1600 hrs**

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**COMPETITIVE BIDDING FOR  
SCANNING OF RECORDS  
SECTION I: INVITATION FOR BIDS**

On behalf of the Gandhidham Development Authority (GDA), Government of Gujarat, Gujarat Informatics Ltd invites sealed tender offers (Technical and Financial) for “**Scanning of records of Gandhidham Development Authority (GDA)**”.

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 RECORDS FOR GANDHIDHAM DEVELOPMENT AUTHORITY.

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 RECORDS FOR GANDHIDHAM DEVELOPMENT AUTHORITY.

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

Bid Processing Fee	<b>Rs. 5,000 /-</b>
Last date, time for Submission of pre-bid queries on <a href="mailto:vipulp@gujarat.gov.in">vipulp@gujarat.gov.in</a> ; <a href="mailto:sysanalyst-gil@gujarat.gov.in">sysanalyst-gil@gujarat.gov.in</a>	<b>23<sup>rd</sup> July, 2015 upto 1700 hrs</b>
Date, Time & Place of Pre-bid meeting	<b>31<sup>st</sup> July, 2015 at 1600 hrs</b> Gujarat Informatics Ltd, Block no. 1, 8 <sup>th</sup> floor, Udyog Bhavan, Sector-11, Gandhinagar.
Last date, time for Online Submission of bids online	<b>17<sup>th</sup> Aug, 2015 upto 1500 hrs</b>
Date, time and place for Opening of Technical Bids	<b>17<sup>th</sup> Aug, 2015 at 1600 hrs</b> Gujarat Informatics Ltd, Block no. 1, 8 <sup>th</sup> floor, Udyog Bhavan, Sector-11, Gandhinagar.
Address for communication	Gujarat Informatics Ltd, Block no. 1, 8 <sup>th</sup> floor, Udyog Bhavan, Sector-11, Gandhinagar.
Earnest Money Deposit	<b>Rs.5,00,000/-(No relaxation to anyone including SSL units)</b>
Last date & Time for submission of EMD & Bid Processing Fees	<b>17<sup>th</sup> Aug, 2015 upto 1500 hrs</b>

in GIL (Physical)	
Validity of Tender	180 days.
Contact Person	Director (e-Governance), Gujarat Informatics Ltd.
Time Limit to complete the work	<b>6 months</b>

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

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 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 (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar (as per prescribed format given at **as per prescribed format attached in this document**) and must be submitted along with the covering letter.

1. 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.
2. In the event of the date specified for receipt and opening of bid being declared as a holiday for GDA, 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/GDA reserve the right to accept or reject any tender offer without assigning any reason.
4. 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/GDA 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/GDA 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 GDA is a local Authority under the administrative control of Government of Gujarat created under the Gandhidham (Development & Control on Erection of Buildings) Act, 1957. The main object of GDA is to control the development of Gandhidham and to prevent haphazard construction of buildings therein. The jurisdiction of GDA is 144 sq miles.

The GDA came in to existence w.e.f. 08.08.1958. From that time the record if being preserved. At present there are total 59500 closed files. All closed files are stored in Record room in modular cupboards. Even files which are process are also stored in record room. Approximately 60000 (Sixty thousand) files are stored in cupboards.

The record of the GDA is very important one because day by day the files from record room are required for previous reference. The office of GDA is computerized one and record of the office should be scanned.

#### **A. Scope of Work**

It will be the responsibility of the agency:-

- 1) To work at the offices of GDA. The successful bidder shall work during office hrs.
- 2) Provide all the requisite Hardware and Peripherals as mentioned in this document required to meet the desired service standards.
- 3) Service Provider shall do the pagination of each file before starting scanning, if required. It shall be part of scanning work. No extra charge for the same will be given to the service provider.
- 4) Service Provider will have to Scan the Documents in min. resolution of 300 dpi and submit the same in Hard Disk along with the retrieval software. They have to submit indexed print out of the files scanned. All the documents are in English.
- 5) The Service Provider will be handed over the documents in a batch and he will cross-check this information and will prepare a list containing discrepancies, if any.
- 6) The Service Provider 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.

- 7) Some files are staple one and some are closed with thread. After scanning work, the files should be closed as in original condition.
- 8) All the documents should be scanned in PDF files. Each closed files there should be in separate PDF file. GDA has its own software program, hence by clicking one key, each scanned file be verified by close file number.
- 9) 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 GDA office.**
- 10)SP needs to create the database/index for the scanned documents so that search engine could handle the search of particular scanned document. The indexing of data should be in Unicode. The data entry software for scanned document should be prepared in consultation with the GDA office.
- 11)The software should be capable of quick search, retrieval, viewing and printing of the data-base and PDF files. The Retrieval software should be capable of searching within image-PDF files (searchable PDF Files). All rights of the software will be reserved with GDA.
- 12)SP should responsible for data entry of the following field of each file.

Sr. No.	Field Name	Average number of characters for Field
1	File number	50
2	Subject	50
3	Year	4

- 13)The Created PDF file should be searchable using the above mentioned fields.

## **B. Qualification Criteria**

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

- 1) 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 2015. Company Incorporation Certificate/ registration Certificate must be submitted along with the copy of old work orders.
- 2) The bidder should have experience of handling at least **50 lacs** documents in terms of scanning/data entry/digitization in the last two years as on 31<sup>st</sup> March, 2015. Necessary certificates on client letterheads should be submitted as testimonials.
- 3) Total turnover of the firm should be at least Rs. 3 Crore during the each of last three financial years or cumulative of Rs. 9 Crore in last three years as on 31<sup>st</sup> March, 2015 from document management and related services. The bidder must attach CA Certificate Certifying the turnover. Bidder should have to upload the copies of the audited Balance sheet and profit and loss accounts.
- 4) The bidder should have ISO 9000:2008 certification for scanning/data entry or related services.
- 5) The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government offices of Gujarat or any of the PSU in the state of Gujarat. Certificate / affidavit mentioning that the Bidder is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat is due to engagement in any corrupt & fraudulent practices.

Annexure - 3

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



## C. Technical & Presentation Evaluation Criteria

### Technical Evaluation Criteria

Particulars	Criteria	Max Marks	
Year of Establishment	Up to 3 Years = 2, >=4 Years = 3	3	
Quality certifications : ISO 9001:2000 / CMM level	ISO and CMM Level certified = 3 otherwise 0	3	
Annual Turnover of Last Three years			
2012-2013	<3 Crore= 0, >3 to 5 Crs. =2, >=5 Crs =3	3	
2013-2014	<3 Crore= 0, >3 to 5 Crs. =2, >=5 Crs =3	3	
2014-2015	<3 Crore= 0, >3 to 5 Crs. =2, >=5 Crs =3	3	
Support Network in the state of Gujarat			
Head Office	1 Office = 2	2	
Development Centre	1 Office = 1, >=2 Offices = 2	2	
Support Centre	1 Office = 1, >=2 Offices = 2	2	
Repair/Workshop Facility	1 Office = 1, >=2 Offices = 2	2	
Existing Infrastructure			
Software (Details of Lic. Server Os, Desktop OS, Database, Document Management Software(DMS))	Server OS	>=5 licenses = 1	1
	Desktop OS	>=200 licenses = 1	1
	Database Software	>=5 licenses = 1	1
	DMS	>=1 license = 1	1
Hardware (No. of desktop PCs, Servers, Scanners, printers, Backup Devices etc.)	No. of Desktops	>=200 desktops = 1	1
	Servers	>=5 servers = 1	1
	Scanners & Printers	>= 25 Scanners & Printers = 1	1
	Back up devices	>= 5 Back up devices =1	1
Connectivity (Number of routers, switches, Gateway/ Lease line etc.)	Number of routers	>= 3 = 1	1
	switches	>= 3 = 1	1
	Gateway/ Lease line	>= 3 = 1	1
Manpower Details			
No. of Employee in Project Management	(1, 2) = 1, (3, 4) = 2, >=5 = 3	3	
No. of Data Entry Operators	(1, 50) = 1, (51, 100) = 2, >=101 = 3	3	
No. of Scanning Operators	(1, 50) = 1, (51, 100) = 2, >=101 = 3	3	
No. of Quality Control Operators	(1, 50) = 1, (51, 100) = 2, >=101 = 3	3	
No. of System Administrators	(1, 2) = 1, (3, 4) = 2, >=5 = 3	3	
No. of Support Staff	(1, 5) = 1, (5, 10) = 2, >=11 = 3	3	

No. of Other Staff	(1, 5) = 1, (5, 10) = 2, >=11 = 3	<b>3</b>
Details of ongoing/Completed Scanning/ Digitization/ Printing Projects ( <b>Private sector</b> )	(1,2)=1,(3,5)=3,>=6=5	<b>5</b>
Details of ongoing/Completed Scanning/ Digitization/ Printing Projects ( <b>Government Sector</b> )	(1,2)=1,(3,5)=3,>=6=5	<b>5</b>
Details of data entry/ scanning project with order value Rs. 25 lacs	(1,2)=1,(3,5)=3,>=6=5	<b>5</b>
<b>Total Marks</b>		<b>70</b>

**Presentation Evaluation Criteria:**

<b>Sr. no.</b>	<b>Evaluation Criteria</b>	<b>Max. Marks</b>
1	Approach & methodology for scanning of records	10
2	Expertise in executing similar kind of project (Past experience & performance)	5
3	Proposed deployment of hardware infrastructure	5
4	Proposed deployment of manpower	5
5	Quality of Scanning and Cleaning of Records	5
<b>Total Marks</b>		<b>30</b>

**Note: Minimum 60% out of Technical + presentation marks will be required to qualify for next stage i.e. opening of financial bids.**

## **D. 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**

- 1) 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 bidding 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, 8<sup>th</sup> Floor, Block No 1, Udyog Bhavan, 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**

1. 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 qualification 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**

1. The Bidder shall furnish, as part of its bid, an Earnest Money Deposit in the form 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 (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given) and must be submitted along with the covering letter.
2. Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible but not later than 30 days after the decision of the commercial bid is taken.
3. The successful bidder's EMD will be discharged only after the completion of the contract papers.
4. The EMD shall be forfeited If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form or in case of a successful Bidder, if the Bidder fails: to sign the Contract; or to furnish the performance security.
5. No exemption for submitting the EMD will be given to any agency including SSI Units.
6. Any tender submitted without the EMD will be summarily rejected.
7. The bidder is liable to pay liquidated damages and penalty imposed by the tender Inviting Authority in the event of non-fulfillment of any of the terms or whole of the contract.

#### **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 has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract
- 2) The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Purchase order (for contract period + extra 3 months) from all Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2013/655/DMO dated 31.03.2014 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith Annexure 6).
- 3) The Performance security shall be payable to the GDA as compensation for any loss resulting from the SI's failure to complete its obligations under the Contract.
- 4) The Performance Security will be discharged by GDA and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 5) In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 6) No interest shall be payable on the PBG amount. GDA may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

### **14) Clarification to tender documents**

1. At any time after the issue of the tender documents and before the opening of the tender, the GDA & 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 <https://gil.nprocure.com>.
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 took time;
- c. Any other reasonable grounds exist, for such extension which shall be recorded in writing by the GDA & Gujarat Informatics Limited

#### **E. Contents of Envelopes**

- 1. Envelope for the EMD and Bid Processing Fee.
- 2. Envelope shall be marked as Envelope for “**EMD & Bid Processing Fee**” for the tender for Scanning of Old Records for GDA.

#### **F. SUBMISSION OF BIDS**

##### **1) Sealing and Marking of Bids**

- 1. All bids must be submitted online through <https://gil.nprocure.com> 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**

- 1. Bids must be submitted online through <https://gil.nprocure.com> 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 GDA/GIL, the bids will be received up to the appointed time on the next working day.
- 2. 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 GDA Office, will be rejected and/or returned unopened to the Bidder.

##### **4) Withdrawal of Bids**

- 1. The Bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering website <https://gil.nprocure.com>.
- 2. 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.

## **G. BID OPENING AND EVALUATION OF BIDS**

### **1) Opening of Bids by GDA/GIL**

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

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

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 GDA, 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 on the basis of evaluation of technical bid & Demonstration will be opened in the presence of the qualified bidders or their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

### **2) Clarification of Bids**

1. During evaluation of bids GDA/GIL may,



at its discretion, ask the Bidder for a clarification of its bid. GDA/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 GDA/GIL**

1. No Bidder shall contact GDA/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 GDA/GIL, he should do so in writing. GDA/GIL reserves the right as to whether such additional information should be considered or otherwise.
2. Any effort by a Bidder to influence GDA/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 evaluation criteria given in the tender document.
2. The technical evaluation of bids will be done based on following three components only for those bidders who satisfy all the Eligibility Criteria
  - 1 Technical Bid Document
  - 2 Approach & Methodology Document
  - 3 Presentation on Approach & Methodology
3. The solution provider will be selected based on evaluation of technical bids & financial bids. Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened. Only without tax values will be considered for financial evaluation.
4. For evaluation of Financial Bids, the without tax values will only be considered for comparison.
5. GIL/GDA'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.

## **H. 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 Office of GDA, Gujarat as mention in Scope of Work.

### **3) GIL/GDA's Right to Accept / Reject Any or All Bids**

1. GIL/GDA 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**

1. Prior to the expiry of the period of the bid validity, GDA/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.
3. Upon the successful Bidder's furnishing of performance security pursuant to clause 33, GDA/GIL will promptly notify each unsuccessful bidder.

### **5) Signing of Contract**

1. At the same time as GDA/GIL notifies the successful Bidder that its bid has been accepted, GDA/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 GDA.

## **6) Corrupt or Fraudulent Practices.**

1. GIL/GDA 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, GDA. 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 GDA 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 GDA of the benefits of the free and open competition;
3. GDA 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. GDA 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**

1. In case of any ambiguity in the interpretation of any of the clauses in tender Document or the Contract Document, GIL/GDA'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:
  1. The Director (e-Governance)  
Gujarat Informatics Ltd.  
Block No.1, 8<sup>th</sup> Floor, Udyog Bhavan

Gandhinagar, Gujarat.

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

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:

- 1) "Gandhidham Development Authority" means "GDA"
- 2) "The Contract" means the agreement entered into between GIL/GDA 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;
- 3) "Bidder" means any agency that is participating in the tender process.
- 4) "Service Provider" means any agency who is a successful bidder and to whom the contract has been awarded.
- 5) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- 6) "The Goods" means all the equipment, machinery and /or other materials which the Service Provider is required to supply to GIL/GDA under the Contract;
- 7) "Document" means files, maps, photographs, registers, manuscripts, Gazettes, Books etc.
- 8) "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;
- 9) "The Project Site", wherever applicable, means the place or places where the work is to be executed.
- 10) "Day" means a working day.
- 11) "Unit" means one single office where the entire set up has to be provided.
- 12) "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.

13) "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.

14) 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 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/GDA'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/GDA 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/GDA and shall be returned (in all copies) to GIL/GDA. On completion of the Service Provider's performance under the Contract if so required by GIL/GDA.
- 3) The Service Provider shall permit GIL/GDA 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/GDA against all third-party 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**

- 1) Authorized person in GIL/GDA 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.
- 2) No staff of GIL/GDA will be made available for the said work except for handing over and taking back the documents, receiving External USB Drive & indexed printouts. The entire verification of record will be done randomly and batch-wise by the GIL/GDA 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/GDA 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 GDA 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;
- 2) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- 3) 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/ Map 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 GDA. 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/GDA 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/GDA.
  - 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/GDA's change order.

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

- 1) Delivery of the Goods and performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by GIL/ GDA

- 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/GDA 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/ GDA 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/GDA 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.

<b><u>Level of Accuracy (in percentage)</u></b>	<b><u>Penalty</u></b>
>= 98.00 && < 99.00	- 01% of the order value
>= 95.00 && < 98.90	- 02% of the order value
>= 90.00 && < 95.00	- 5% of the order value
<90	- 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 10% will be deducted from the SP's Bill.

## **13. Termination for Default or Otherwise**

- 1) GIL/GDA 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/GDA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 2) In Circumstances mentioned in a, b, c above GDA may exercise the following option: -
  - a) Direct the agency to leave the Hardware/Software in the offices of the GDA officer and terminate the Contract.
- 3) In case of premature termination of Contract for no fault of Service Provider GDA 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 GDA may consult GIL as to the genuine cost of Hardware. GDA may also take suitable decision as to the system/platform software in consultation with GIL.

#### **14. Limitation of Liability**

In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability.

## **15. Force Majeure**

- 1) For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 2) If a force Majeure situation arises, the Service Provider shall promptly notify GIL/GDA in writing of such conditions and the cause thereof. Unless otherwise directed by GIL/GDA 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.

## **16. Termination for Insolvency**

GIL/GDA 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/GDA.

## **17. Resolution of Disputes**

The matter regarding any dispute shall first be sorted out at the level of GDA, Kachchh, 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.

## **18. Taxes and Duties**

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

## **19. Binding Clause**

All decisions taken by GIL/GDA 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.
- 2) All salaries and statutory benefits will have to be borne by the service provider & no payments will be made by these offices.
- 3) 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 GDA shall not be responsible for any such obligations.

**20. GIL/GDA 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/GDA will be full and final.
- 22.** Conditional tenders shall be summarily rejected.
- 23.** GDA 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**

- 1) The Service Provider is obliged to work closely with GDA's staff, act within its own authority and abide by directives issued by GDA.
- 2) The Service Provider will abide by the job safety measures prevalent in India and will free GDA 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 GDA 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 GDA 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 GDA.

### **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 GDA/GIL staff to enable periodic technical/administrative/operational verification of the system.

## SECTION V: COMMERCIAL BID FORMAT

Sr. No.	Particular of Files	Size	Approx. No. of Files	Approx. No. of Pages per File	Total no. of Pages/ MAPS	Unit cost (Rs.)	Total Cost (Rs.)
			<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E = C*D</b>
1	Administration	Legal	10000	100	1000000		
2	Permission	Legal	50000	25	1250000		
3	MAPs	1MX0.6M	-	-	60000		
4	MAPs	1MX0.6M to 1M	-	-	40000		
5	MAPs	1MX0.6M to 1.5M	-	-	2000		
<b>Grand Total (Rs.)</b>							

**Note:**

1. L1 will be selected based on the grand total value.
2. The Above cost is inclusive of retrieval software.
3. 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 GDA***

1. The GDA will provide space for the project work at its offices as specified in the scope of works.
2. The GDA will carry out random checking of the scanned documents and the database so as to ensure accuracy before coping data to external USB Drive.
3. In order to ensure that the documents are safe and do not go in any unauthorized hands, the GDA will depute its supervisor(s) at the site of scanning/data entry.
4. At the end of the process, the GDA will receive the documents, scanned documents in external Hard disk (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.
3. Receive the documents along-with covering lists from GDA Officials. The Service Provider will have to maintain Registers for receiving the documents and subsequent dispatch/handing over to the Authorized Officers of the GDA.
4. The Service Provider must ensure that the documents are not damaged/mutilated/defaced/alterd in any manner. The scanning equipment will be of such quality so that they do not damage the documents in any manner.
5. 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 GDA.
6. 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). 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 external hard drive 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. 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.
10. 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.
11. 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.
12. As the said work is very confidential and involves high responsibility, the Service Provider is solely responsible for its security and confidentiality.
13. 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.
14. The scanning work should commence within 15 days from the date of receipt of letter of Intent.
15. 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.

**Other Conditions:**

- a) Authentication of the said work shall be done by the authorized person in GDA.
- 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 GDA, if he feels it is required.
- d) The staff of the GDA 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 GDA 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.
- l) 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.
- o) 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 offers will not be accepted.
- s) Tenders in sealed/closed covers will be accepted only.

**ANNEXURE-2**

**BIDDER'S AUTHORISATION CERTIFICATE**

To,  
Director (e-Governance)  
Gujarat Informatics Ltd.

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

Thanking you,

Authorized Signatory.

\_\_\_\_\_  
<Bidder's Name>

Seal

### **ANNEXURE-3**

#### **Self-Declaration**

The

-----,

Sir/Madam,

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

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

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

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

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

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

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

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any Govt. Department/it's PSU in Gujarat Government in the past 5 years, ending on 31st December 2014. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015

Signature: \_\_\_\_\_

(in the Capacity of) : \_\_\_\_\_

Duly authorized to sign bid for and on behalf of \_\_\_\_\_

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

## **ANNEXURE-4**

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

Ref:

Bank Guarantee No.

Date:

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

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: **SWXXXXXXXXXX** for ----- KNOW

ALL MEN by these presents that WE -----  
----- having our registered office at -----  
----- (hereinafter called "the Bank") are bound unto the -----,  
Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----  
-----2015.

#### **THE CONDITIONS of this obligation are:**

1. The E.M.D. may be forfeited:
  - a. if a Bidder withdraws its bid during the period of bid validity
  - b. Does not accept the correction of errors made in the tender document;
  - c. In case of a successful Bidder, if the Bidder fails:
    - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
    - (ii) To furnish performance bank guarantee as mentioned above or
    - (iii) If the bidder is found to be involved in fraudulent practices.
    - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up **to 9 months from the last date of bid submission.** The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER 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 \_\_\_\_\_ 2015.

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

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

Name of the Bank & Branch &  
Its official Address

**Approved Bank: Any Nationalized Bank operating in India having branch at  
Ahmedabad/ Gandhinagar**

## ANNEXURE-5

### CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Between \_\_\_\_\_ (**Name of purchaser**) of \_\_\_\_\_ (**Country of Purchaser**) hereinafter "the Purchaser" of the one part and \_\_\_\_\_ (**Name of Service Provider**) of \_\_\_\_\_ (**City and Country of Service Provider**) hereinafter called "the Service Provider" of the other part :

WHEREAS the Purchaser is desirous that services viz., \_\_\_\_\_ (**Brief Description of Services**) and has accepted a bid by the Service Provider for \_\_\_\_\_ (**Name of purchaser**).

The following rates are decided to render above referred services hereinafter called "The Contract Price".

#### NOW THIS AGREEMENT WITNESSETH 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 Scope of Work as per the tender document;
  - 2.2 All Terms & Conditions of Tender.
  - 2.3 Financial Bid submitted by Service provider.
  - 2.4 Minutes of Negotiation meeting
  - 2.5 The Purchaser's Notification of Award
  - 2.6 Clarifications/ corrigendum issued during the selection process.
- 3 In consideration of the payments to be made by the \_\_\_\_\_ (Purchaser) to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the \_\_\_\_\_ (Purchaser) to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 \_\_\_\_\_ (Purchaser) hereby covenants to pay the Service Provider in consideration of the provision of the 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 services which shall be supplied / provided by the Service Provider 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 Service Provider)

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

## **ANNEXURE-6**

### **PERFORMANCE SECURITY FORM**

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

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

Dear Sir,

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

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

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

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

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

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

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2015

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

\_\_\_\_\_

For & on Behalf of

Name of the Bank & Branch & Its official Address