

Tender Price Rs.2000/- Tender No. BSEH/DIGITIZATION/01/2015



**Board of School Education Haryana,
Bhiwani**

BID DOCUMENT

**TENDER FOR CREATION OF A DIGITAL
REPOSITORY AND DEVELOPMENT OF A PORTAL**

To
Secretary,
Board of School Education Haryana,
Bhiwani - 127021
(Ph.: 01664- 243336 FAX : 01664- 241611)

R5t

Signature of bidder with Seal, Stamp and Address

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SECTION-I

BOARD OF SCHOOL EDUCATION HARYANA, BHIWANI

(An ISO Certified Organization)

NOTICE INVITING TENDER

On behalf of Board of School Education Haryana, The Secretary of the Board of School Education Haryana Bhiwani invites sealed tenders for the **Work of Creation of a Digital Repository and Development of a Portal**, under two bid system from the reputed, experienced & Technologically sound Firms /Companies/Agencies/Societies having adequate infrastructure and experience of handling the work of **Scanning, Imaging and Digitizing and Archiving Old and Valuable Documents and Creation of Metadata with the Governmental/Semi-Governmental Organizations**. The Tender Document is available only at the Board's Website www.bseh.org.in and can be downloaded from the Board website from **14.05.2015** onwards till the last date and time of submission of the tender document. Any amendment /correction in the Tender Document will be done by the Board Authority through Board's Website only. Prospective bidders are requested to regularly visit/check the Board's Website. The bidder submitting the downloaded Tender Document shall have to deposit the non-refundable tender cost of rupees 2000/- only in the form of Demand Draft of a scheduled bank in favour of Secretary, Board of School Education Haryana, Payable at Bhiwani along with the tender. The Tender Cost can also be deposited in cash at the Board's Cash Counter. **The Pre-bid Conference will be held on 21.05.2015 at 12:00 p.m. in the Committee Room of the Board.** The last date of receipt of completely filled-up Bid Document by Registered / Speed Post / By Hand in the office of the Joint Secretary, Board of School Education Haryana, Bhiwani is **15.06.2015 up to 11:00 a.m.** The tender received after the above mentioned scheduled date and time will not be considered. The Technical Bids will be opened on **15.06.2015 at 11:30 a.m.** by the committee chaired by the Secretary for this purpose in the Board's Committee Room in the presence of the bidder who wish to remain present. The Financial Bids for the bidder whose Technical Bids found complete and conform the eligibility criteria, shall be opened later. No tender by FAX/E-mail will be entertained. Conditional tender will not be accepted. Incomplete bids shall be summarily rejected. The competent authority of the Board reserves the right to accept or reject any or all bids without assigning any reason.

SECRETARY

SECTION-II
TENDER SUMMARY

Sr. No.	Tender No	BSEH/DIGITIZATION/01/2015
1	Description	CREATION OF A DIGITAL REPOSITORY AND DEVELOPMENT OF A PORTAL
2	EMD	Rs. 200000/- (Rs. Two Lac only)
3	Tender Document Cost	Rs. 2000/- (Rs. Two Thousand Only)
4	Date for Notice Inviting Tender (NIT)	14-05-2015
5	Pre-Bid Conference	21.05.2015 at 12:00 Noon
6	Last Date of bid Submission	15.06.2015 at 11:00 a.m.
7	Date & Time for opening Technical Bid	15.06.2015 at 11:30 a.m.
8	Date & Time For Placing The List Of Technically Shortlisted Bidders On Board's Website	18.06.2015 at 05:00 p.m.
9	Date & Time For Demonstration of Capabilities in execution of similar work as Part of Technical Bid by Shortlisted Bidders.	22.06.2015 at 10:00 a.m.
10	Venue for Demonstration	Committee Room of the Board
11	Date & Time for opening Financial Bid	22.06.2015 at 04:00 p.m.
12	Tentative Date of Placing of Notification of Award and Issuance of SRS by Board.	26.06.2015
13	Tentative Date of Signing of Agreement and Deposit of Performance Security and Issuance of Work Order by Board.	06.07.2015
14	User Acceptance Test	09.07.2015
15	Final Approval of User Acceptance Test	13.07.2015
16	Tentative date for Commencement of Work.	22.07.2015
17	Contact Person for any Query Regarding Bid Document.	Sh.J.K.Malhotra, S.S.E.-II B.S.E.H., Bhiwani. Mob:- 09416451071

SECTION-III

REQUEST FOR PROPOSAL

Board of School Education Haryana, Bhiwani, an ISO Certified Organization, is the only Board in Haryana, responsible for the conduct of various examinations at school level in the entire state. The Board intends to invite bids for the **Work of Creation of a Digital Repository and Development of a Portal. The Work includes creation of a trusted digital repository of the valuable result-records of the candidates who appeared in various exams of this Board. The result-records are available in the form of bound volumes of registers and gazettes along with the capturing of metadata and creation of a database of the candidates' records from these archives containing printed and handwritten text. All data so created is to be stored in a future format so that seamless retrieval and updates are possible over a longer period of time.** For this purpose, Sealed Tenders under two bid system, are invited from reputed, experienced and technologically sound Firms/Companies/Agencies/Societies having adequate infrastructure and experience of handling the works of **Scanning, Imaging, Digitizing, Archiving Old and Valuable Documents and Creation of Metadata with the Governmental/Semi-Governmental Organizations.** The Sealed Tenders are to be submitted with Technical and Financial Bids in separate bid envelopes and both envelopes sealed together in a single envelope and addressed to the Joint Secretary, Board of School Education Haryana, Bhiwani– 127021 latest by 15.06.2015 at 11:00 a.m. Separate bids (Both Technical & Financial) are to be submitted for work with required amount of EMD. The Technical Bids will be opened on 15.06.2015 at 11:30 a.m. **The shortlisted Bidders are required to make a presentation to prove their Technical Capabilities as part of the technical bid to demonstrate the execution of similar works on 22.06.2015 at 10:00 a.m.** The Financial Bids of only those bidders who qualify in technical evaluation will be opened on 22.06.2015 at 4:00 p.m. The bidders may quote the rates accordingly.

Secretary

SECTION-IV

INSTRUCTIONS TO BIDDERS

1. Details of Work:

Details of work are given in **Section-VII**.

2. Eligibility Conditions (Qualification Criteria)

The bidder must fulfill the following Qualification Criteria / Eligibility Conditions

PART A

- i) The bidder must deposit the Non-refundable Tender Document fee of Rs. 2000/- in the form of bank draft in favor of Secretary, Board of School Education Haryana, Bhiwani. Similarly the bidder must enclose the required amount of EMD as prescribed, along with the bid document.
- ii) One self- attested recent passport size photograph of the Bidders or the authorized person of the bidder name, designation, address, e-mail I.D., FAX No & Telephone No etc. mentioned on a separate paper must be furnished while submitting the Tender Document. If the bidder is a Partnership Firm, then the name, designation, address & office telephone no of Directors/Partners is to be mentioned on a separate paper and must be furnished while submitting the Tender Document. Please refer **Annexure-1**.
- iii) Partnership deed in case of Partnership Firm. The bidder must have Memorandum and Articles of Association (In case of Company), by laws and Certificate of Registration (In case of Registered Co-operative Society).
- iv) The bidder must submit an undertaking on a stamp paper of Rs 100/- as per the given format in **Annexure-2**.
- v) The bidder must have VAT Registration Number (Registration Number of the Firm/Company/Agency) that is TIN and PAN of Firm/Company/Agency/Society and Service Tax Registration Number. Apart from the above the bidder must have valid EPF Registration Number and ESI Registration Number.
- vi) The Firm/Company/Agency must have ISO 9001:2008 Certification for quality and ISO 27001:2008 for data security.
- vii) The bidder must have minimum Annual Turnover of Rs. Ten Crores in each of the last three financial Years viz 2011-2012, 2012-2013 and 2013-2014. The bidder must submit self-attested copies of the Audited Trading, Profit and Loss Account Statement and Balance Sheet for the last three Financial Years as cited above.
- viii) The bidder must have independently handled assignments of similar nature in the last two years in any Board/University/Organization/Institute etc. Assignments of similar nature must include the major activities such as Scanning, Imaging, Digitization and Archiving of the old and valuable documents and creation of metadata with the governmental/semi-governmental organizations. The bidder must enclose self-attested copies of Satisfactory Completion/ Performance Certificate for the works executed by it in last two Financial/Academic years along with the self-attested copies of work orders and agreements concerned. The bidder must have executed at least one work of similar nature of cost of Rs. **50** lacs or above and must

- have handled mass digitization projects to the tune of about 10 lacs pages in any one year during the above period in any educational institution i.e. Board, University etc.
- ix) The Bidder should not have been Debarred/blacklisted during the last five years by any Central/State/Govt. Department/ Universities/Educational Institutions/ Organization etc.

PART B

- i. The bidder must have on his pay role at least Fifty Technical and administrative Employees in India for the proper execution of the contracts.
- ii. The bidder should have sufficient number of Trained Supervisory Staff to supervise the work as in the Bid Document.
- iii. The bidder should also mention any other relevant and important information which is directly or indirectly connected with the proper execution of the contract.
- iv. The Bidder must have the Primary Data Center with Secondary DC site for data Security. Both the Data Centers should be located in India in different seismic zones. The data center must be Tier III and ISO certified. Data Center should be as per the Government of India Guidelines.

3. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of the bid. Board will in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

4. Bid Document

4.1 Bid document includes:

- a. Notice Inviting Tender.
- b. Instructions to bidders.
- c. General condition (Commercial) of the contract.
- d. Special conditions of contract.
- e. Details of Work.
- f. Technical Bid.
- g. Financial Bid.
- h. **Annexure-2**. (Undertaking on a Stamp Paper of Rs. 100/-)
- i. Bid Security Form.
- j. Performance Security Bond Form.
- k. Letter of Authorization to attend bid opening.
- l. Consent for selective activities.
- m. All sections and Annexures.

4.2 The bidder must have adequate and sufficient infrastructural facilities/set up for scanning, imaging/digitizing of the old and valuable records, indexing, storing and providing retrieval facility for documents under one roof and in a secured environment. The Hardware and ICT infrastructure needed for the execution of the project is to be arranged by the prospective bidder only.

4.3 The bidder is requested to examine all Instructions, Forms, Terms and Specification in the Bid Documents. Failure to furnish all the information

required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

4.4 A prospective bidder requiring any clarification on the Bid document shall notify the Board in writing. The Board will ordinarily respond in writing to any request for the clarification of bid document which it receives not later than the date of Pre-Bid Conference of Tender.

5. Copy of Documents required to be submitted for establishing Bidders Eligibility and Qualifications.

The sealed cover of technical bid should consist of the following Documents:-

- (i) Tender Document fee and Earnest Money Deposit (EMD) for the amount as prescribed for the work.
- (ii) Self attested one recent passport size photograph (s) of the Bidder or the Authorized person or person (s) of the firm/Company/Agency with Name, Designation, Office/Residential address and office Telephone Number, whether the bidder is a sole proprietor/ Partnership Firm and if Partnership firm, Name, Addresses and Telephone Number of Directors/Partners must be furnished and enclosed.
- (iii) Partnership Deed in case of Partnership firm. The bidder must enclose Memorandum and Articles of Association (In case of Company), by laws and Certificate of Registration (In case of Registered Co-operative Society).
- (iv) An undertaking on as Stamp Paper of Rs. 100/- as per the given format in Annexure-2.
- (v) Self- Attested copy of PAN Number Card under Income Tax Act, of Registration Number/TIN, EPF Registration Number and ESI Registration Number.
- (vi) Self- Attested copies of ISO Certifications for quality and data security.
- (vii) Self- Attested copies of Annual Income Tax Returns of Previous Three financial years 2011-2012, 2012-2013 and 2013-2014 supported by audited Trading, Profit and Loss Account and Balance Sheet for the last three financial years.
- (viii) Proof of Satisfactorily Performance/Execution of similar works as specified in the eligibility criteria.
- (ix) An Affidavit that the Firm/Company/Agency/Society has not been debarred and/or Blacklisted in the last five years.

Apart from the above the related documents in support of the following required to be submitted:

- (i) Manpower on role (Different Categories).
- (ii) Number of Trained Supervisory Staff.
- (iii) Any Other relevant information.
- (iv) Primary Data Center.
- (v) Data Center Location.

Please ensure that all the above documents are to be given page no and the same, to be entered in the Part A and Part B of Checklist for Technical Bid as per the **Annexure-3**.

6. **Amendment to Bid Document**

- i) At any time, prior to the date of submission of bid, the Board may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- ii) Any amendment/correction in the tender will be done through Board's website only and this amendments/correction will be binding on them.
- iii) The Bidder may submit a revised Bid after any amendment is made in the Bid Document by the Board. In such a situation, the previous bid as submitted by the Bidder will be deemed to have been withdrawn. However, any EMD and Tender Document Cost submitted earlier by the Bidder, will be considered for the revised Bid. It is important to mention that no extension of time limit beyond the last date already decided will be granted.

7. **Documents comprising the Bid**

The bid prepared by the bidder shall comprise the following components.

- a. Documentary Evidence established in accordance with clause 2 and as detailed in clause 5, that the bidder is eligible to bid and is qualified to perform the contract.
- b. Bid Security furnished in accordance with clause 11.
- c. A clause by clause compliance as per clause 10.
- d. Bid Form and price schedule completed in accordance with clause 8 and 9.

8. **Undertaking (Bid Form)**

The bidder shall complete the undertaking (Bid Form) and the appropriate prices schedule furnished in the bid document covering the services to be rendered and prices schedule as per Section–VII.

9. **Bid Price.**

- i) The supplier shall quote strictly as per Financial Bid given in section-IX.
- ii) The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

10. **Clause by clause compliance.**

A clause- by – clause compliance of services to be provided (Section VIII), and special conditions (Section VI) shall be given. In case of deviation, a statement of deviation shall be given.

11. **Bid Security (i.e.EMD)**

11.1 Pursuant to clause 7(b), the bidder must deposit bid security as prescribed for the various works. The Bid Security shall be in the form of Bank Guarantee / Demand Draft, shall have validity for 80 days and may be submitted along with Technical Bid.

11.2 The successful bidder's security (EMD) will be discharged upon the bidders acceptance of the award of contract satisfactorily in accordance with clause 15 and furnishing the Performance Security along with the Agreement (non-judicial stamp paper of Rs. 100/-), within **twelve** days from the date of award. The

Performance Security will be valid for one year after the successful completion of the project.

11.3 **The Bid Security may be forfeited :**

- a) If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- b) If the successful bidder fails
 - i) to sign contract in accordance with clause 18
 - ii) to furnish performance security in accordance with clause 2 of Section IV.
 - iii) A bid not secured in accordance with para 11.1 shall be rejected by the Board as non-responsive at the bid opening stage and returned to the bidder unopened.
 - iv) The bid security of unsuccessful bidder will be discharged / returned within 30 days after the expiry of the period of bid validity.

12. **Format and Signing of Bid.**

The bidder shall prepare one complete set of Bid and each page should be Stamped and signed.

12.1 The original copy of the bid shall be typed or printed and all pages number consecutively and shall be signed by the bidder or by a person duly authorized to sign the contract.

12.1.1 The over writing / erasures in the bid made by the bidder shall be attested by the person signing the bid.

13. **Submission of Bid.**

- i) The bid should be submitted duly sealed (Technical & Financial separately) and both envelopes be sealed in a single envelope. Further, the envelope of each technical bid and financial bid should be super scribed “Technical Bid/Financial Bid for the work (Name of the work)” and be addressed to the Secretary, Board of School Education Haryana, Bhiwani and delivered in person or by Speed Post / Registered Post on or before due date and time.
- ii) Any bid received after the dead line for submission of bids shall be rejected.

14. **Bid opening**

Board of School Education Haryana, Bhiwani will open bids in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date and time. Authorization letter to this effect shall be submitted by the bidder before they are followed to participate in bid opening (Format is given in section- XII).

15. **Evaluation**

15.1 Board of School Education Haryana, Bhiwani will evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order.

15.2 If there is a discrepancy between words and figures the amount in words shall prevail prior to detail evaluation. Board of School Education Haryana, Bhiwani will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid document without material deviation. A bid determined as substantially non responsive will be rejected by Board.

- 15.3 Technical Bids will be evaluated by a committee. Financial bids of only those bidders will be opened who are found suitable and eligible as per technical bids and in spection and who participate in the demonstration of the capabilities.
- 15.4 Board shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered as indicated in the Financial Bid in section IX of the bid document.
- 15.5 Premises/Arrangements of new Agency(s) will be visited / inspected by the committee of Board's officers to ensure competency and capability of the agency without disclosing the date of visit.
- 15.6 Before finalizing the Quoted Rates in the Financial Bids of the qualified Bidders in terms of their Technical Bids, the rates will be reviewed and finalized taking into consideration the Revised Negotiation Policy 2014 of the Government of Haryana, as per the Government Order No. 2/2/2010-4-IB-II dated 16th June 2014 of Directorate of Supplies and Disposals, Industries and Commerce Department Government of Haryana.
16. **Award of Contract**
Board of School Education Haryana, Bhiwani shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall give his acceptance along with performance security (section X of the bid document) in conformity within Twelve Days of issuance of the letter of intent (Notification of Award) along with copy of agreement on non-judicial stamp paper of Rs100/- In case of delay, Rs 10000/- per days shall be imposed as penalty which will be deducted from the first bill of the agency.
17. **Right to vary quantities**
Board of School Education Haryana, Bhiwani will have the right to increase or decrease the required services/quantity specified in the schedule of requirement without any change in charges of the offered quantity and in other terms and conditions at the time of award of contract.
18. **Signing of Contract**
18.1 Signing of Agreement shall constitute the award of hiring contract on the bidder.
18.2 Upon the successful bidder furnishing the Performance Security, the Board shall discharge its bid security in pursuant to clause 11.
19. **Annulment of Award**
Failure of the successful bidder to comply with the requirement of clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event Board may make the award to any other bidder at the discretion of Board or call for new bids.
20. **Period of validity of bids**
(i) The bid (Technical & Financial) shall remain valid for **180** days after the date of opening of final bids. A bid valid for a shorter period shall be rejected by Board as non-responsive.
(ii) A bidder accepting the request of Board for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

20. **End to End Solution for the work.**
The prospective bidder must provide the end to end solution with the least paperwork and logistics required at the end of the Board for the work as mentioned in the request for proposal as in Section III, by using the latest technology in the field of Information and Communication Technology.
21. **Grievances-Redressal Mechanism and other Support Services**
For any difficulty/grievances faced/felt by anyone at the end user needs to be promptly attended by the prospective bidder. The bidder/vendor must take all necessary steps to ensure that absolutely no difficulty of any kind is faced by anyone during the entire process for the work. In case of any difficulty, make such a technological arrangement that the difficulty is detected/pointed out and at the same time the solution/remedy for the same be provided for immediate solution online only. The provision of SMS and Email alerts, and onsite updated information is to be made by the prospective bidder as and when needed during the work execution. The required support as and when needed by any of the end user is to be provided the requirement period. The overall purpose of the above mechanism is to ensure that the services remain hassle free, time saving, cheaper, more convenient and user friendly. Daily basis report of grievances received, redressed, pending if any must be provided to the competent authority of the Board online only.
22. **Creation and Providing of Training Modules**
The prospective bidder is expected to create and provide training modules and FAQ related to the work. The training modules comprising audio video technique are to be arranged so that the users of the services find it useful and convenient. The overall purpose of the training module is to facilitate the execution of the work in a scheduled manner. Further, the employees of the branch concerned of the board, are to be provided adequate information, technique and processes involved in the execution of the work by imparting training through a short program.

SECTION-V

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. **Application**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by Board.

2. **Performance Security**

2.1 The successful bidder shall be required to deposit an amount equal to 10% of the tendered value of the assigned work within Ten Days of conveying Board's intention for accepting the bid as Performance Security.

2.2 Performance Security shall be submitted in the form of Bank Guarantee / Demand Draft /Fixed Deposit issued by a scheduled Bank and the Performa provided in section XI of the bid document.

2.3 Performance Security will be discharged after completion of contractor's performance obligations under the contract.

2.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for Board to forfeit either whole or any part of Performance Security furnished by the bidder as compensation for any loss resulting from such failure.

3. **EXECUTION TIME LIMIT**

3.1 The time period as stipulated in the Section VII of Details of The Work, in the contract or letter of intent, shall be deemed to be the essence of the contract.

4. **PAYMENT TERMS**

(a) No advance payment will be made under any circumstances. Payment will be made by the board to the firm/agency on the basis of the rates quoted by the bidder in its Financial Bid or the **Negotiated** Rates whichever is the lowest subject to the statutory, other deductions and penalties and damages, if any, levied and recoverable under the contract for the work done as per the agreed terms to the satisfaction of the Board. The bidder shall be responsible for all liabilities of all kinds including local and other taxes.

5. **Termination of Contract**

5.1 Board may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

(a) If the contractor fails, to execute the job within stipulated time frame or to provide Data/reports accurately as desired or to the entire satisfaction of Board.

(b) If the contractor fails to perform any other obligation (s) under the contract.

5.2 Board may without prejudice, to other rights under law or the contract provided get the services of other agencies at the risk and cost of the contractor, in above circumstances. And the contractor shall be liable for any loss or damages which the Board may sustain by reason of such failure on the part of the contractor.

6. **Termination for insolvency**

Board may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

7. **Force Majeure**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God

(Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract. Work shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of Board as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60days either party may, at his option terminate the contract.

8. **Arbitration**

- 8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the **Chairman, Board of School Education Haryana, Bhiwani or his Nominee**. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Chairman, Board of School Education Haryana, Bhiwani or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chairman, Board of School Education Haryana, Bhiwani or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chairman, Board of School Education Haryana or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- 8.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 8.3 The venue of the arbitration proceeding shall be Office of the Chairman, Board of School Education Haryana, Bhiwani at Bhiwani or such other place as the Arbitrator may decide.

9. **Set Off**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by Board and set off the same against any claim of Board for payment of a sum of money arising out of this contract or under any other contract made by contractor with Board.

10. **Indemnity**

The Vendor has to agree to indemnify and hold harmless the Board against loss or threatened loss or expense by reason of the liability or potential liability of the Vendor for or arising out of any claims for damages.

SECTION-VI SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the Instruction to Bidders as contained in Section IV and General (Commercial) Conditions of the contract as contained in Section V and wherever there is a conflict, the provisions herein shall prevail over those in Section IV and Section V.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of Haryana, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. Board reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with Board or with any other Govt./Semi- Govt. Organization.
4. Board reserves the right to debar and or blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.
5. No Sub-Contracting by the Contractor is permissible by Board. However, the prospective bidders may be allowed to sublet certain identified ancillary activities (as deemed appropriate, proper and exigency of the situation/circumstances) of the major works with the prior permission of the Competent Authority of the Board.
6. The near relatives of all Board employees either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - (a) Members of a Hindu Undivided Family,
 - (b) They are husband and wife,
 - (c) The one is related to the other in the manner as father, mother son(s), and son's Wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law) Brother (s) & brother's wife, sister(s) & sister's husband (brother-in-law).
7. The Tenderer (s) should give a certificate (in format as Section-XII) to the effect that none of his/her such relative is working in Board as defined above. In case of proprietorship firm, the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The Board will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
8. Board reserves right to counter offer price against price quoted by the bidder. Board reserves the right to divide the work among more than one bidder depending on the capability of bidder.
9. The details of the system designing and programs will have to be provided to the Board. The agency will provide a working - copies of all software Modules with training to the employees of the Board, as required by the Board.
10. The time schedule may be required to be adjusted as per requirements of the Board from time to time as the work is of very crucial nature and is of highly time bound nature. In case of any delay in supplying the desired daily- report of daily completed work, on the part of the agency, the vendor shall be liable to pay charges of **Rs 5000/- per day** to the Board if it is established that the vendor is responsible for the delay. The **Secretary of**

- the Board is empowered** to penalize the agency. If any cost is incurred by the Board in the form of Over-Time or any other means because of any delay on part of the Contractor, the same may also be recovered from the Contractor either fully or partially.
11. The Board may allot the work to a single agency or may divide the work between two agencies as per decision of the Chairman of the Board.
 12. The agency shall be required to undertake full responsibility of the safe custody of the record and to maintain secrecy of the same/documents supplied by the Board. Each scanned record, document and data given by the Board shall be kept strictly confidential and no part of it shall be divulged to any person at any time without written authorization from the Board. In case of lapse, the agency will be fully responsible for the consequence and penalty as deemed fit by the Secretary of the Board will be imposed. Just after completion of the work, the entire data in Soft Copy, Properly Tabulated for easy retrieval, is to be made available by the Agency to the Board.
 13. The bidder should submit its **Proposed Offer of Technical Solution in Detail** for the work as per **Annexure- 6 along with its Technical Bid**. A demonstration of the proposed solution shall have to be given by the bidders during demonstration of their technical capability as per the schedule.
 14. The payment will be made by the board to the firm/agency only after successful completion of the entire work. 70% and 30% payment of the total due payment will be made within 30days and 45days respectively from the date of furnishing the bill/s.
 15. Data / Reports delivery to the Board and receipt of Data from Board, as per schedule, will be the responsibility of the agency. Labour charges in any case shall be borne by the agency.
 16. The data prepared will be the property of the Board and the computing agency will have to supply all copies of the updated data file on portable hard disk as and when required by the Board. Data will not be erased without written permission of the Board at least for two years from the date of completion of work as a precautionary measure.
 17. The agency shall be required to take all the required and necessary action in the processing till all mistakes if noticed as and when, are removed to the entire satisfaction of the Board, unconditionally.
 18. All types of data checking will be the responsibility of the computing agency.
 19. The agency will have to ensure 100% accuracy of the inputs and outputs.
 20. The errors other than input documents errors (i.e. all types of records /documents/information, poor quality of writing on records) shall be the responsibility of the computing agency. For a mistake observed after completion of work, the agency will have to pay charges as under:-
 - (a) For mistake in Scanning of pages @ Rs.100/- per page.
 - (b) For making wrong entry @ Rs.200/- per each wrong entry.
 - (d) For missing/loss of the allotted record(s) Rs.10000/- per page of the record.
 21. The reports will have to be prepared as per instructions of the Board in the formats given/approved by the Board after getting clearance in writing from the Board and will have to ensure 100% accuracy. For a mistake the agency will have to pay charges as defined in clause -20.
 22. The agency will have to supply copies of each report as intimated by the Board.
 23. The bidder shall have to be able to scan and digitize the entire record in one year with minimum commitment of pages each day, as may be agreed in the space to be made available to such concern for the purpose of scanning/digitization.
 24. The bidder shall have to arrange its own staff for the entire scope of work. The Board will neither bear any expenses nor accept responsibility for the same. The bidder shall

- have to make its own sufficient infrastructure and qualified professional at Board only. Once the hardware is installed at Board, the firm will not take away any storage device away, without the permission of the Board. The bidder shall undertake the job of Scanning/Digitizing only at the Board premises.
25. The continuance of the contract shall be subject to the satisfactory performance of the vendor and it may be cancelled at any time without assigning any reason for the same. The decision of the Secretary of the Board in this regard shall be final and binding.
 26. The bidder may be allowed to do the Scanning/Digitizing work on all working days. The timings and work schedule will be decided, mutually between the vendor and the Board.
 27. The Board will provide the record to the authorized representative of the bidder supervising the Scanning/Digitizing, on day to day basis under proper receipt and it will be the responsibility of the bidder to accomplish the task of Scanning/Digitizing after following all the processes, namely unbundling, Re-bundling, Super Indexing, Scanning/Digitizing, Splitting & Merger, Page numbering, Storing, Retrieval, etc. It shall be the responsibility of the bidder to return the record to Board staff/official under acknowledgement/certificate in the shape and condition it was taken. The bidder shall ensure that the Record/documents handed over to it are kept in proper condition and no document is soiled/lost/ misplaced/damaged. In case the bidder finds any original document which is in a very bad condition, it will make best efforts to take out better print (either by typing on a separate sheet of paper or taking out a better photocopy thereof) and then put the said data in the relevant database. The original papers shall however be retained in the main record.
 28. The bidder shall be fully responsible for the proper archiving; storing and retrieval of scanned/digitized data for a minimum period of one year after completion of its work on its hardware. Complete secrecy and confidentiality is required to be maintained by the bidder and its employee.
 29. The bidder shall not be allowed to take away any paper or part of record or record etc. either in the shape of hard copy or soft copy and the work is to be carried out in the premises of the Board itself. Similarly no data will be shared with anyone other than the authorized official/s of the Board. In case of violation of the same, all the due-payment will be withheld and legal action will also be taken by the Board.
 30. The bidder has to develop and supply two copies each of the software products along with the source code. The bidder has to develop the software specific to the needs of the Board, with water marking and digital facilities.
 31. The bidder using the integrated software for Scanning/Digitizing and Document Management System shall provide it to the Board which will be the property of the Board even after the completion of the work. The software module should have multiple accesses with security features, with facility for updation of information.
 32. The Secretary of the Board will have copyright on the product, format, concept layout and design. The Board will have exclusive rights to use it anywhere, in any manner.
 33. It shall be the duty and responsibility of the bidder to have the licensed software updated from time to time and provide all possible assistance /help during the Scanning/Digitization work.
 34. Time is the essence of the contract and the bidder shall adhere to the time schedule, contracted page work and deadline as prescribed by the Board for the execution of the work.
 35. On the completion of the work, the bidder shall hand over the latest licensed updated software and also the database to the board, which shall become the property of the Board for all intents and purposes.

36. The licensed copy of the application software and database design as may be developed by the bidder for and during execution of the work shall vest in the Board and the bidder shall execute necessary documents for the same and also get an assignment from employees, in favour of the Board.
37. The data is to be stored by way of images in Searchable Portable Document Format with adequate resolution to ensure the readability and ease in retrieval. The images so stored in the database should be properly indexed as per the requirement of the Board and should be capable of adding more images, at later stage if need be, in an old stored file. The data so stored shall be in a non-editable form.
38. The database created by the firm shall be retrievable in Portable Document Format by the user. Necessary training for the retrieval of the database for the Scanning/ Digitizing, storing, organizing and retrieval are to be imparted to the staff of the Board.
39. The Board in consultation with the bidder will finally decide the retrieval parameters.
40. All the Scanned/digitized documents will be stamped and duly signed by the user indicating that the "FILE IS SCANNED/DIGITIZED AND DULY RECONSTRUCTED" and the bidder will be fully responsible for any loss/damage of any document.
41. At the end of every quarter the firm will hand over complete Scanned/Digitized data to the Board. If it is found at any time that the Scanning/Digitizing, Indexing, Storing or Retrieval has not been done in accordance with the agreed terms and conditions, the Board shall be entitled to withhold further payment of the firm and also to recover the payment already made.
42. The staff of the Board will do random checking of the work being done by the bidder and in the event of the bidder not executing or completing the minimum agreed volume of work, the Board may impose suitable penalty per unfinished page in addition to the recovery of other losses and damages that may suffer, besides terminating the contract and getting the work executed at the cost and responsibility of the bidder.
43. The Board will provide space for work, electrical supply, tables, chairs, racks etc. as per requirement but the bidder will ensure that the space and other facilities provided by the Board are not misused in any manner.
44. Payment for scanning/digitization work done under the contract shall be made on quarterly basis, subject to statutory, other deductions and penalties and damages, if any, levied and recoverable under the contract for the work done as per agreed terms to the satisfaction of the Board. The bidder will be fully responsible for liabilities of all kinds including local and other taxes.
45. The digitization software should be web enabled. The Scanned/Digitized record will be the property of the Board. The bidder shall have no right, title or interest in it and shall not use it in any manner.
46. In the event of termination of Contract, the Board shall be entitled to forthwith forfeit the amount of Performance Security either full or in parts apart from taking such legal remedies as are available in Law. The bidder shall thereupon hand over the Judicial and other records, which are in its possession. The bidder shall not be entitled to remove the digitized data, which will be the property of the Board.

SECTION-VII

DETAILS OF THE WORK

The Name of the Work: CREATION OF A DIGITAL REPOSITORY AND DEVELOPMENT OF A PORTAL

A. INTRODUCTION OF WORK:

The Board is facing new challenges of preservation and management of old record and documents for a longer period of time. The Board plans to digitize these records for proper up keep of these physical records in a systematic manner. This assignment includes scanning/quality management/cropping of existing Records/digitization i.e. Document Management Solution (DMS) with e-cataloguing using software for easy search and retrieval of scanned images.

The Board proposes for complete digitization and e-cataloguing of Records/Documents related to the Certificate Branch of this Board. These are to be digitally converted with proper indexing for easy retrieval (e-cataloguing). The documents would comprise approximately 14 lakhs pages of different sizes and the number of pages may be increased/decreased at the time of actual execution of the work.

The Board invites bids from the reputed firms for:

a. Creation of a digital repository:

Creation of a trusted digital repository based on open source technology of all the academic records of students, which are present in the form of bound volumes of registers and gazettes along with the capture of metadata and creation of a database of the student records from these archives containing printed and handwritten text. All data so created is to be stored in a future proof format so that seamless retrieval and updates are possible over a long period of time.

b. Development of a portal:

- I. For students desirous of obtaining the services by paying the fee through Gateway Payment Mode. The services would include requests for duplicate certificates, request for corrections in the candidates' name, father's name etc. with a provision to keep track of the status of the request. The other organizations may submit requests for the Verifications of the Results of the candidates who acquired Certificates of Qualifications from this Board on payment of the prescribed fee through the Gateway Payment Mode.
- II. For BSEH staff to view, validate and cater to the requests received.

B. SCOPE OF THE WORK:

The Board intends to implement an automated solution based on trusted digital repository, of gazettes and records/documents belonging to the years 1970 to 2003, presently archived in bound volumes in paper format, which would evolve into a central digital repository of all academic achievement records. The solution also entails the creation of a database of the students' records from these archives containing printed and handwritten text, while maintaining a high accuracy level. These records are to be linked to the indexed images. There are several records which are in Hindi. These will have to be captured in English and Hindi. **An open source search engine type application is to be provided for retrieving the records.** This search engine will have several powerful features like searching by complete/partial word, conditional/logical search like "AND", "OR" and browsing by listed categories like school, year, district etc. The record retrieved

will display all the details of the students including all details pertaining to the issuance(s) of duplicate / corrected certificate(s).

The electronic repository, retrieval solution and portal are to be hosted on secure servers with restricted access. The digital images and content should be accessible to users over the Intranet only after proper authentication. The records should have the facility to add further information like annotations to track the issuance of duplicate certificates. The issued certificates (both hard and soft copies) should be tamper proof and must have state-of-art security features.

A portal with complete workflow for requisition, validation, updation, tracking and re-issuance of certificates is to be provided. The fee for service is to be collected through a payment gateway. The documents submitted by a student are to be archived in the repository so that they can be accessed whenever required. An audit trail is to be provided to keep track of the changes being made.

The solution is to be technology agnostic and long lasting, typically over 100 years, despite changes in technology which is subject to change over a period of time. All the evidential information, such application requests, approval processes, and annotations are to be captured in electronic form. The entire trail of events is to be maintained to establish authenticity and integrity of the records.

The turnkey solution includes the provision of physical infrastructure for the data centre with controlled environment as well as complete IT infrastructure with failsafe power sources.

The key for the success being the change management; the process migration, training the current staff and train-the-trainer program is to be implemented prior to handing over the solution to BSEH.

C. Volume of the Work:

The records/documents of the Certificate Branch of the Board is mainly the result-sheets, gazettes and some registers which are kept in stock over the years since the inception of this Board. The sizes of the papers vary from one record to the other record and year to year also the details of which is given in **Annexure 7**. Approximately, 14 lakhs pages belonging to different records/documents belonging to the Certificate Branch need to be scanned/digitized. The number of the pages may be increased/ decreased at the time of actual execution of the work. The bidder has to develop an application for Document Management/ Storage and Retrieval System. The job is to be completed through scanning of all the pages of the records/documents, converting to PDF format and indexing of records for fast and quick reference and retrieval.

The interested prospective bidders can inspect the records/documents lying/kept in safe custody in the Record Room(s) after contacting the Assistant Secretary (Certificate Branch) over phone during the working hours of the Board.

D. PERIOD DURING WHICH THE WORK IS TO BE DONE:

The entire work from the scanning/digitizing of the records/documents leading to the creation of a digital repository and the development of a portal is a time schedule business. The bidder is expected to complete the assigned work in a period of **one year from the date of issuance of work order from the Board to the vendor**, in a time bound/scheduled manner so that the allotted and assigned work is executed and completed successfully, satisfactorily and timely. However, the web portal is to be created within one month from the date of issuance of the work order and the existing available soft data to be made

available/utilized consequently on the portal for usage as per the work requirement. Any special reason for delay in execution of work furnished by the Agency will be considered by the Board Authority. Half of the work is to be completed in the first six months and the rest of the work in the remaining six months.

The Annual Maintenance Contract for the portal developed for the work, will be initially for a period of two years which can further be extended for three more years on year to year basis, based upon the performance of the vendor and through the mutual concurrence of both the Board and the vendor.

E. OBLIGATIONS OF BOARD:

1. To supply adequate space for work, infrastructural facilities such as electrical supply, tables, chairs, file racks etc. as per the requirement.
2. To provide the records/documents/registers/pages etc. which are to be scanned/digitized.
3. To supply hard/soft copies of input documents to be used in the system.
4. To supply hard/soft copy of various reports to be prepared.
5. To supply hard/soft copy of important instructions / policies affecting the system.
6. To prepare time line of the system.
7. To approve layout of report formats.
8. To provide any other intermediate information required for the system.

F. OBLIGATIONS OF AGENCY

1. To submit Software Requirement Specification (SRS) after feasible study and its approval from the Board strictly in a time bound manner.
2. To arrange its own staff of suitable strength for the entire scope of the work, including the qualified professionals at Board, Bhiwani.
3. Making timely arrangement of its own sufficient infrastructure and the adequate nos. of the suitable capacity scanners for the Scanning/Digitizing of the pages of records/documents/registers etc. at the premises of the Board.
4. To collect/receive the records/documents from the authorized official(s) of the Board on day to day basis under proper receipt and to accomplish the task of scanning and digitizing all the pages as allotted by the Board for this purpose.
5. To return the records/documents back to the authorized official(s) of the Board on day to basis under acknowledgement in the same shape, conditions and manner it was taken.
6. The adequate provisions of the Infrastructure (including setting up of required hardware and IT equipment) as per the requirement of the work and the need of the hour.
7. Arrangement of Dedicated High-end Server in Cloud Computing Environment in Indian-pacific zone.
8. User Acceptance Test (UAT) of the application to be used at portal and obtain approval of the same from end user branches.
9. Auditing/Security provisions of the Database and application.
10. Providing of Database after completion of the Digitization of the allotted work.
11. **SMSs and Email** updates are also to be provided as and when required by the system.
12. Backup of data base and images of pages of the records/documents/registers after scanning/digitizing on their own minimum no. of Hard Disks(USB Portable Seagate/Western Digital)are to be provided by the Agency to the Board.
13. To comply all other conditions under Section VI as Special Conditions of Contract.

SECTION-VIII

Technical Bid

Technical Bid for Creation of A Digital Repository and Development of a Portal.

(* Please attach relevant documents only in addition to as per clause 5 (section II))

ABOUT THE FIRM

1	Year of Establishment	
2	Type of firm (Proprietary/Private/Public/Govt.)	
3	Total Turnover during 2011-2012 (Attach proof) 2012-2013 2013-2014	
4	Whether the firm is Income Tax payee (Attach proof)	
5	Details of premises Owned/Rented Area in Sq feet	
6	Quality Certification No, if any Details of Issuing Authority Validity of Certificate (Attach proof)	
7	Past experience in the relevant and required areas in other Boards/Universities etc. Mention name of the organization (s), nature of jobs, volume of work executed in any one year(Attach copies of Execution Certificates and Work Orders)	Year organization volume 2014 2013 2012
8	Name and contact numbers of officials to whom you provided the above services.	
9	PF contribution for employees and ESI registration (Attach proof)	
10	Mention PAN / TAN	
11	Have you ever been Blacklisted / Debarred? If no Attach affidavit	

PROFESSIONAL SUPPORT AVAILABLE:

1	No. of web application designers having at least 5 Years experience.	
2	No. of Database experts having experience. In SQL server / Oracle	
3	No. of operators for scanning, imaging etc.	
4	No. of staff for manual / Data checking work	
5	Scanner (Nos., makeup, models, speed etc.)	
6	Computer systems / nodes (Nos. , Model etc.)	
7	Data backup facilities	

Signature of the Bidder

Name of the signatory

Address of the bidder

SECTION- IX

BOARD OF SCHOOL EDUCATION HARYANA, BHIWANI Financial Bid for Digitization of Old Documents

NOTE :TO BE SEALED SEPARATELY. RATES FOR THE WORK INDICATED IN THE TENDER FORM

Rates must be quoted inclusive of all types/kinds of taxes

1. The bidders are required to quote their rate per page for scanning and digitization of documents. The rates so quoted should be all inclusive of (Preparing documents for scanning/digitization, Hardware/Software/Transport/Manpower/UPS, System Analysis and designing or any other charges).
2. The Board shall not consider any upward variation/fluctuation on account of any foreign exchange or any revision of rates at any time during the currency of the contract.

Sr. No.	Activity	Rates exclusive of all taxes with details of taxes applicable and their rates					
1.		Rs..... Per Page of size					
		24x30 c.m.	24x38 c.m.	20x33 c.m	24x36 c.m.	21x34 c.m.	30x38 c.m.
	a. Digitization of documents (Including Cleaning, Scanning, Conversion to PDF, ting, Indexing for Retrieval Indexing on 0-5 Keys						
	b. Indexing on Additional 5 Keys						
	c. Indexing on Additional 5 Keys						
	d. Indexing on Additional 5 Keys						
2.	Software Development for Retrieval and Document Management System along with User manual and System Manual. (with Source Code and documentation for Source Code)	Rs. One Time Cost					
3.	Software Development for Retrieval and Document Management System along with user Manual/System Manual. (without Source Code and without documentation for source code	Rs..... (One Time Cost)					
4.	Post warranty Annual Maintenance of Software	Rs..... (yearly)					
5.	Training- (Additional to 4.3 of Tender document) if any inclusive of Administrator and User	Rs..... (per training)					

1. Since the price bid is in INR, the Board shall not consider any upward variation/fluctuation on account of any foreign exchange at any time during the currency of the contract.

Certified that all the terms and conditions of this TENDER are accepted by us.

Contact Person :
Off: Telephone No.:
Email Address :
Mobile No. :
Web Site :

Authorised Signatory
(with full name, designation and stamp)

SECTION-X

BID SECURITY FORM

Whereas(hereafter called “the Bidder”) has submitted its bid dated For Tender No..... dated. at.....**KNOW ALL MEN** by these Presents that We of having our registered office at (Hereafter called “the Bank”) are bound unto Secretary, Board of School Education Haryana, and Bhiwani in the sum of Rs..... For which payment will and truly to be made the Bank binds itself, its successors and assigns by these Present.

THE CONDITION of the obligation are :-

- 1 If the Bidder withdraws its bid during the period of bid validity specified by The Bidder on the Bid Form; or
- 2 If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of Bid Validity.
 - (a) Fails or refuses to execute the Contract, if required, or
 - (b) Fails or refuses to furnish performance security, in accordance with The instructions to Bidders.

We undertake to pay to the **Secretary, Board of School Education Haryana, Bhiwani** up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, Board will note that the amount claimed by it is due to it owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 11 of section-II of the Bid Document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/ dates.

Signature of Witness
Name of Witness
Address of Witness

Signature of the Bank
Name
Signed in Capacity of
Full Address of Branch
Tel. No. of Branch
Fax No. of Branch

SECTION-XI

PERFORMANCE SECURITY GUARANTEE BOND FORM

In consideration of Board of School Education Haryana, Bhiwani (here in after called the BOARD) having agreed to exempt _____ (here in after called the said contractor(S) from the demand of security deposit/earnest money of Rs. _____ on production of Bank Guarantee for Rs. _____. For the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, (name of the bank) _____ (here in after referred to as "the Bank") at the request of _____ Contractor's do hereby undertake to pay to the BOARD, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the BOARD, _____ by reason of any breach by the said contractor's of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) _____ do here by undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BOARD, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BOARD, _____ reason of breach by the said contractor's of any of the Terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BOARD, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the BOARD, _____ any money so demanded not Withstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the BOARD, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BOARD, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We -----(name of the bank) further agree with the Secretary, Board of School Education Haryana, Bhiwani that the Secretary, Board of School

Education Haryana, Bhiwani shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the Secretary, Board of School Education Haryana, Bhiwani against the said contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the Secretary, Board of School Education Haryana, Bhiwani or any indulgence by the Secretary, Board of School Education Haryana, Bhiwani to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) /supplier(s)
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BOARD.

Dated: _____

For

(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance

SECTION-XII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To

Secretary,
Board of School Education Haryana,
Bhiwani-127021

Subject –Authorization for attending bid opening in the Tender for a Digital Repository and Development of a Portal.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____(Bidder) in order of preference given below.

Order of Preference Name Specimen Signature

I.

II.

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid
Documents on behalf of the bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION-XIII

Declaration Regarding Near Relationship With Board Employees

I _____ S/o _____

R/o _____

Hereby certify that none of my relative(s) as defined in the Tender / Bid document is / are employed in BOARD. In case at any stage, it is found that the information given by me is false/ Incorrect, BOARD shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature:

Name:

Signed in capacity of:

Date:

Annexure-1

TENDER FORM FOR

1. Cost of tender : Rs 2,000.00
2. Due date for submission of tender 15.06.2015 up to 11:00 a.m.
3. Opening time and date of Technical Bid 15.06.2015 at 11:30 a.m.
4. Names, address of firm/Agency _____

and Telephone numbers _____
5. Registration No. of the Firm/Agency. _____
6. Name, Designation, Address _____
and Telephone No. of the Bidder or Authorized person of Firm/
Agency to deal with _____
7. Please specify as to whether _____
Tenderer is sole proprietor/ _____
Partnership firm. Name and _____
Address and Telephone No _____
of Directors/partners should _____
specified.
8. Copy of PAN card issued by Income Tax and copy of previous three
Financial Year's Income Tax Return _____
9. Provident Fund Account No. _____
10. ESI Number _____
11. License number under Contract Labour (R&A) Act, if any.

Affix duly Attested
P.P. Size recent
photograph of the
prospective bidder.

12. Details of Bid Security deposited:

(a) Amount: Rs. _____

(Rupees in words also) _____

(b) FDR No. or DD No. or _____

Bank Guarantee in favour of

(c) Date of issue: _____

(d) Name of issuing authority: _____

13. Details of Tender cost, if

Down loaded from the website

14. Details of ISO Certification: _____

15. Any other information, if any: _____

16. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder)

Name and Address (with seal)

**(ON A STAMP PAPER OF Rs. 100/-)
UNDERTAKING**

Tender No.BSEH/DIGITIZATION-01/2015

Dated:

To
The Secretary
Board of School Education Haryana,
Bhiwani-127021

(Name of the Firm/Agency/Company)
Name of the tenderer
Due Date of Tender

Dear Sir,

1. Having read the conditions of contract and services to be provided, the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide the required Services for the work with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, to enter into agreement as early as possible of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.
3. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 180days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent Re-placement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisDay of2015

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

CHECKLIST FOR TECHNICAL BID**PART-A**

Sr. No	Documents asked for	Page number at which document is placed
1	Tender Document Fee and Earnest Money Deposit (Bid Security) in form of DD.	
2	One Self-attested recent passport size photograph of the authorized person of the bidder, with name, designation, address, and telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners (As per Annexure-1).	
3	Self-attested copies of Partnership Deed/Articles of Association/Certificate of Registration	
4	Undertaking on a Stamp paper of Rs. 100/- as per the given Format, Annexure-2	
5	Self-attested copy of PAN card. Self-attested copy of Service Tax Registration Number Self-attested copy of Registration Number of the firm/agency Self-attested copy of valid EPF Registration Number Self-attested copy of valid ESI Registration Number	
6	Self-attested copy of ISO 27001	
7	Self attested copy of Annual Income Tax Returns of previous three years supported by audited trading, Profit & Loss Account and balance sheets for the last three financial year	
8	Proof of satisfactorily execution of similar works as specified in the Eligibility Criteria as per Section IV, Clause 5. (ix). Names of the Key Persons and their Contact No. of the organization concerned be mentioned	
9	Self Attested copies of execution of evaluation work for at least Fifty Lacs Answer Books. In any one year out of the last two year.	
10.	An affidavit that the Firm/Company/Agency/Society has not been debarred and/or black listed during the last five years.	

Signature of the Bidder with seal

CHECK-LIST FOR TECHNICAL BID

PART-B

Sr. No	Information to be provided	To be filled by the Bidder	For Office Use
1	Manpower on roll (different categories)		
2	Number of trained supervisory staff		
3	Any other information		
4	Location within India of Data Center and Disaster Recovery Site		
5	Multi-tier Security Provision associated with the Data Center		

Note: Photocopies of all necessary documents, duly self-attested must be attached for verification of the information provided.

Signature of the Bidder with seal

AGREEMENT

This Agreement entered into the ____ day of ____ 2015 between the Board of School Education Haryana, Bhiwani (hereinafter referred to as BOARD which expression shall include its successors and Assignees) through its Secretary (SECRETARY) on one part and M/S _____ Incorporated under the Companies ACT, 1956 (hereinafter referred to As the Company which expression shall include its successors and Assignees) on the other part. Whereas the BOARD is desirous of getting the work of Creation of Digital Repository and Development of a Portal and the _____ has agreed to undertake the said job, on terms and conditions mentioned Hereinafter.

1. OBLIGATIONS OF BOARD

1. To supply adequate space for work, infrastructural facilities such as electrical supply, tables, chairs, file racks etc. as per the requirement.
2. To provide the records/documents/registers/pages etc. which are to be scanned/digitized.
3. To supply hard/soft copies of input documents to be used in the system.
4. To supply hard/soft copy of various reports to be prepared.
5. To supply hard/soft copy of important instructions / policies affecting the system.
6. To prepare time line of the system.
7. To approve layout of report formats.
8. To provide any other intermediate information required for the system.

2. OBLIGATIONS OF AGENCY

1. To submit Software Requirement Specification (SRS) after feasible study and its approval from the Board strictly in a time bound manner.
2. To arrange its own staff of suitable strength for the entire scope of the work, including the qualified professionals at Board, Bhiwani.
3. Making timely arrangement of its own sufficient infrastructure and the adequate nos. of the suitable capacity scanners for the Scanning/Digitizing of the pages of records/documents/registers etc. at the premises of the Board.
4. To collect/receive the records/documents from the authorized official(s) of the Board on day to day basis under proper receipt and to accomplish the task of scanning and digitizing all the pages as allotted by the Board for this purpose.
5. To return the records/documents back to the authorized official(s) of the Board on day to basis under acknowledgement in the same shape, conditions and manner it was taken.

6. The adequate provisions of the Infrastructure (including setting up of required hardware and IT equipment) as per the requirement of the work and the need of the hour.
7. Arrangement of Dedicated High-end Server in Cloud Computing Environment in Indian-pacific zone.
8. User Acceptance Test (UAT) of the application to be used at portal and obtain approval of the same from end user branches.
9. Auditing/Security provisions of the Database and application.
10. Providing of Database after completion of the Digitization of the allotted work.
11. **SMSs and Email** updates are also to be provided as and when required by the system.
12. Backup of data base and images of pages of the records/documents/registers after scanning/digitizing on their own minimum no. of Hard Disks (USB Portable Seagate/Western Digital) are to be provided by the Agency to the Board.
13. To comply all other conditions under Section VI as Special Conditions of Contract.

3. GENERAL CONDITIONS:

- a) Terms and conditions sent with the tender and accepted by the Company will form part of this agreement in addition to other conditions of the agreement.
- b) The **Secretary** reserves the right to carry out the capability assessment of the company and the secretary's decision shall be final in this regard.
- c) The Board will not pay any charges for Boarding, lodging and transportation facilities for the company or its representative.
- d) The Board will have free access to the premises for ascertaining progress of work at any time without any prior notice.
- e) The allotment of the work is for the Creation of a Digital Repository and Development of a Portal. The Board may allot the work or may divide the work between the two agencies as per decision of the Chairman of the Board. The Board may rotate the activities among the agencies at an appropriate time in view of performance and capabilities.
- f) The charges will be paid on the basis of actual number of the pages of which scanning/digitizing work is completed successfully and satisfactorily and Portal is developed.
- g) If the failure/deficiency is on the Board's part it shall be liable to compensate suitably for the loss incurred by the company
- h) Data inputs/reports receipts from the Board and its safe delivery to Board's office shall be the responsibility of the Agency. This may be in a single lot or in phased manner.

4. SCHEDULE OF PAYMENTS:

- (a) No advance payment will be made under any circumstances. Payment will be made by the board to the firm/agency on only after completion of the assigned work.

5. TIME SCHEDULE:

The time schedule of the assigned work will be fixed as per the Board's decision in this regards which will be final and binding. In any circumstances requirements of the Board shall be accommodated.

6. SECURITIES & BANK GUARANTEE:

- a) Company shall submit a Bank Guarantee of the value equivalent to 10% of the current session job's value or as per allotment in favor of **Secretary Board of School Education, Haryana, Bhiwani**. The same should be valid up to **two years**. After submission of Bank Guarantee, FD/BD of EMD/Bid Security deposited will be released as such within 30 days.
- b) The company will be required to meet the schedule of job given by the Board and would abide by the terms and conditions of the contract, failing which the Board reserves the right to forfeit the full or part of the said Bank guarantee, as the case may be.
- c) If the company refuses to undertake the allotted work or delays the work deliberately and unnecessarily, allotment order will be cancelled, company will be black-listed and Bank guarantee will be forfeited. In such a case decision of the Secretary will be final and binding.
- d) If at any stage the work is found to be unsatisfactory, the same will be withdrawn and Bank guarantee submitted by the company will be forfeited and the company will be black-listed.

7. PENALTIES:

- (1) The errors other than input documents errors (i.e. all types of Answer Books/documents/information, poor quality of writing on record/document) shall be the responsibility of the computing agency. For a mistake observed after completion of work, the agency will have to pay charges as under:-
 - (a) For mistake in Scanning of pages @ Rs.500/- per page of the record.
 - (b) For making wrong entry @ Rs.200/- per wrong entry.
 - (d) For missing/loss of the allotted pages of the record at end of the agency@ Rs.10000/- per page.
- (2) For unnecessary or unjustified delay penalty @ Rs. 5000/- per day will be imposed. The Secretary of the Board is empowered to impose penalty as he deems fit and appropriate. The vendor will be provided an opportunity to submit justification for delay, if any, and if they fail to provide any reasonable ground for delay, it will be considered as unnecessary or unjustified delay, which will be decided by the Secretary of the Board and his decision will be final and binding on the vendor.
- (3) On not being able to execute the work as per the timeline decided by the Board, the penalty will be imposed on the bidders as decided by the **Secretary of the Board** as per the gravity/seriousness of the activities of the timeline.

8. RATES: Rates for Tender No. BSEH/DIGITIZATION/01/2015

Rates must be inclusive of all costs involved in execution of the work.

RATES FOR THE WORK INDICATED IN THE BID DOCUMENT:

Financial Bid for Digitization of Old Documents

Rates must be quoted inclusive of all types/kinds of taxes

The bidders are required to quote their rate per page for scanning and digitization of documents. The rates so quoted should be all inclusive of (Preparing documents for scanning/digitization, Hardware/Software/Transport/Manpower/UPS, System Analysis and designing or any other charges).

The Board shall not consider any upward variation/fluctuation on account of any foreign exchange or any revision of rates at any time during the currency of the contract.

SR. No.	Activity	Rates exclusive of all taxes with details of taxes applicable and their rates					
1.		Rs..... Per Page of size					
		24x30 c.m.	24x38 c.m.	20x33 c.m.	24x36 c.m.	21x34 c.m.	30x38 c.m.
	a. Digitization of documents (Including Cleaning, Scanning, Conversion to PDF, ting, Indexing for Retrieval Indexing on 0-5 Keys						
	b. Indexing on Additional 5 Keys						
	c. Indexing on Additional 5 Keys						
	d. Indexing on Additional 5 Keys						
2.	Software Development for Retrieval and Document Management System along with User manual and System Manual. (with Source Code and documentation for Source Code)	Rs. One Time Cost					
3.	Software Development for Retrieval and Document Management System along with user Manual/System Manual. (without Source Code and without documentation for source code	Rs..... (One Time Cost)					
4.	Post warranty Annual Maintenance of Software	Rs..... (yearly)					
5.	Training- (Additional to 4.3 of Tender document) if any inclusive of Administrator and User	Rs..... (per training)					

- a) The rates quoted for the work shall remain fixed throughout the period of contract and this contract will remain valid up to the date of completion of job in all respect.

9. TAXES AND DUTIES:

The company shall be solely responsible for the payment of all taxes and duties, license fees, octopi etc. incurred until completion of the job in all respect. However, Income Tax will be deducted at source by the Board as per provision of Income Tax Act/Rules in force. The rates quoted must be inclusive of all types/kinds of Taxes as applicable.

10. INSURANCE:

The Board will not pay for any insurance charges against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery etc.

11. FORCE MAJEURE DURING THE PENDENCY

During the pendency of the contract if the performance in whole/part by either party is prevented/delayed by causes arising due to any war, hostilities , civil commotion , act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of raw material and other consumables, postponement of examination/re-examination due to unavoidable circumstances, embargo act of civil/military war, or any there causes including breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happening is notified in writing within 7 days from the date of occurrence. The work shall be resumed under the contract as soon as possible after the happening/event ceases to exist.

12. OTHER CONDITIONS:

If some latest technology or equivalent, applicable in the Work concerned, is introduced, the company may offer its proposal with rates and terms & conditions for consideration and subsequent implementation may be made after mutual consent of both the parties.

13. ARBITRATION:

All disputes, differences, claims and demands arising of pursuant to or touching the contract shall be referred to the sole Arbitrator, **Chairman, Board of School Education, Haryana, Bhiwani**. The award of the sole Arbitrator shall be final and binding on both the parties under the provisions of the Arbitration Act, 1940 or by statutory modification re-enactment thereof for the time being in force. Such arbitration shall be held at Bhiwani.

14. JURISDICTION OF COURTS:

In all matters and disputes arising there under the appropriate Courts at Bhiwani shall have jurisdiction to entertain and try them.

Signature of the Board Authority _____

Signature of Bidder _____

Name of the Board Authority _____

Name of Bidder _____

Designation of the Board Authority _____

Designation of Bidder _____

Board of School Education Haryana,

Address of Bidder _____

Bhiwani -127021

Witness Signature _____

Witness Signature _____

Witness Name _____

Witness Name _____

Witness Designation _____

Witness Designation _____

Board of School Education Haryana,

For and behalf of Bidder

Bhiwani-127021

ANNEXURE- 6

- (i) Description / Name of the Bidder (including legal status, ownership etc.)
- (ii) The Bidder's understanding of the project requirements and the proposed total solutions.
- (iii) Methodology to be used for Scanning/digitizing. Separate Methodology may be specified for scanning /digitization of old record and fresh-field cases.
- (iv) What would be the output/day in terms of number of pages that can be Scanned/digitized, indexed, stored and retrieved?
- (v) Maintenance and technical support services to be provided after supply of the software.
- (vi) Number of technical persons to be deputed by the person for the work (with details of their educational qualifications, experience, functions, etc.)
- (vii) Number of non-technical persons to be deputed by the bidder (with details of their educational qualifications, experience, functions, etc.)
- (viii) Other Hardware equipment the bidder proposes to provide.
- (ix) What is the Software the bidder proposes to use for scanning/digitizing, indexing, storing and retrieval?
- (x) How much space the bidder may require to execute the work?
- (xi) How long the bidder estimate to complete the work in all respects?
- (xii) What facilities the bidder expect from the High Court in executing the work?
- (xiii) List the clientele of the bidder with amount of work completed, their addresses and contact person's details.
- (xiv) Main features of proposed solution and any area of risk.
- (xv) Details of LAN to be established by the bidder.
- (xvi) Steps to prevent accidental or intentional destruction of software and data.
- (xvii) Any other relevant information which the bidder considers necessary for such type of projects.

Annexure 7

The details of the records/documents (Gazettes, Result Sheets) with sizes and number of pages related to the Middle, Secondary, and Senior Secondary etc. Examinations, is as follows:

- (A) The complete details of all the Result-Sheets, which are of 30X38 c.m. size uniformly, pertaining to Middle ,Secondary and Senior Secondary (Academic and Haryana Open School) and Senior Secondary (Vocational) is as per the following Table:

Class/Exams.	Year	Number of Pages
Middle	1987,1993-2003	390833
Secondary(Academic)	1987,1993-2003	332473
Senior Secondary(Academic)	1987,1993-2003	193520
Secondary (H O S)	1995-2003	12743
Senior Secondary(H O S)	1995-2003	10405
Senior Secondary (Vocational)	1993-2003	28728
Total No. of Pages	-----	968756

- (B) The complete detail of all the Gazettes ,which are of different sizes, pertaining to Middle, Secondary and Senior Secondary (Academic and Haryana Open School) and Senior Secondary (Vocational) is as per the following Table:

Class/Exams	Year	Number of Pages
Middle	1977-2003	191111
Secondary (Academic)	1970-2003	155420
Senior Secondary(Academic)	1988-2003	66904
Secondary(H O S)	1995-2003	6003
Senior Secondary(H O S)	1995-2003	5464
Senior Secondary (Vocational)	1990-2003	6701
Total No. of Pages	-----	436803

The detail of the different sizes and the number of the pages of the above Gazettes is as per the following Table:

Serial No.	Size of the Papers of the Gazettes	Number of Pages
1.	24X30 c.m.	8665
2.	24X38 c.m.	14239
3.	20X33 c.m.	1724
4.	24X36 c.m.	65840
5.	21X34 c.m.	5382
6.	30X38 c.m.	340953
---	Total No. of Pages	436803