

**GUJARAT SECONDARY
AND HIGHER SECONDARY
EDUCATION BOARD,
GANDHINAGAR**

E-TENDER NOTICE NO: 46

**For E-Assessment service
without cutting the spine of Answer book**

Abbreviation

GSHSEB Gujarat Secondary and Higher Secondary Education Board
GoG Government of Gujarat
ITB Instruction to Bidder
EMD Earnest Money Deposit
GCC General Condition of Contract
SCC Special Condition of Contract
PBG Performance Bank Guarantee
SP Service Provider

TABLE

1.	SECTION 1: INVITATION FOR BIDS.....	3
2.	SECTION 2: SCOPE OF WORK.....	5
3.	SECTION 3: INSTRUCTIONS TO BIDDERS	12
A.	INTRODUCTION.....	12
B.	BIDDING DOCUMENTS.....	14
C.	PREPARATION OF BIDS.....	15
D.	SUBMISSION OF BIDS.....	16
E.	OPENING AND EVALUATION OF BID.....	17
F.	AWARD OF CONTRACT	18
4.	SECTION 4: GENERAL CONDITION CONTRACT.....	20
5.	SECTION 5: SPECIAL CONDITIONS OF CONTRACT.....	27
6.	SECTION 6: SELECTION PROCESS	29
7.	SECTION 7: FINANCIAL BID FORMS	32
8.	SECTION 8: BID FORM	33
9.	SECTION 9: BIDDER'S AUTHORISATION CERTIFICATE.....	34
10.	SECTION 11: PERFORMANCE BANK GUARANTEE	35
11.	ANNEXURE-1: SELF DECLARATION.....	37
	ANNEXURE-2: BIDDER'S DETAILS	39
	ANNEXURE-3: FORMAT FOR HARDWARE AVAILABILITY	40
	ANNEXURE-4: FORMAT FOR TECHNICAL MANPOWER	40
	ANNEXURE-5: DOCUMENTS CHECKLIST.....	41

SECTION 1: INVITATION FOR BIDS

Gujarat Secondary and Higher Secondary Education Board (GSHSEB) invite online bids for "Selection of Service Provider for E-Assessment of Answer Books Without cutting the spine of Answer book".

Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and financial bid for the said work.

1. The bidders may download the tender document from <https://gshseb.nprocure.com>.
2. This RFP document is not transferable.
3. No Consortium will be allowed.
4. Bidders shall submit bid processing fees of Rs. 5000/- in the form of Demand Draft in the name of "Chairman, GSHSEB", and payable at Gandhinagar along with the covering letter.
5. Bidders shall submit Bid security/EMD of Rs. 300000/- in the form of Demand Draft of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Chairman, GSHSEB" payable at Gandhinagar must be submitted along with the covering letter.
6. The sealed cover should be super scribe as "Bid Processing fees & Bid Security/EMD for the Request for Proposal for "Selection of Service Provider for E-Assessment of Answer Books Without cutting the spine of Answer book".
7. Important Information

Sl. No.	Information	Details
1.	Bid start date and time	24/12/2020 @ 11.00 a.m.
2.	Last Date, Time for submission of written queries for clarification only by e-mail as per predefine format.	chairman-gseb@gujarat.gov.in 29/12/2020 @ 16.00 p.m.
3.	Place, Date and Time for the Pre-bid meeting	31/12/2020 @ 12.00 p.m.
4.	Last Date and Time for the Submission of Financial Proposal (Online)	13/01/2021 @ 16.00 p.m.
5.	Last date and time for submission of EMD/ Bid Security& Bid Processing fees in Store Branch GSHSEB, Gandhinagar Gujarat physically along with Self Declaration in Original As Annexure-1 & Annexure -5 with all documents.	15/01/2021 @ 17.00 p.m.
6.	Place, Date and Time for opening of Technical Proposals	16/01/2021 @ 12.00 p.m.

Sl. No.	Information	Details
7.	Address for communication	The Chairman, Gujarat Secondary and Higher Secondary Education Board, Gandhinagar, Gujarat
8.	Place, date and time for opening of financial proposal	The place, date and time for opening of financial proposal will be given to the technically qualified bidder later on.
9.	Bid validity	180 days

8. Technical and Financial bids will be opened in the presence of bidders' or their representatives who choose to attend on the specified date and time.
9. In the event of the date specified for receipt and opening of bid being declared as a holiday by Govt. of Gujarat, the due date for opening of bids will be the next working day at the appointed time.
10. GSHSEB reserve the right to accept or reject any tender offer without assigning any reason.
11. Approximate quantity for E-Assessment is 1,00,000 answer books.
12. Use & Release of Bidder Submissions:
- GSHSEB 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 GSHSEB and may be returned at its sole discretion. The content of each bidder's proposal will be held in strict confidence during the evaluation process, and details of any Proposals will not be discussed outside the evaluation process.
13. The document/papers prepared in this connection shall be the property of the GSHSEB and will have to be deposited with the GSHSEB after the work is over.
14. Bid validity period is 180 days.

SECTION 2: SCOPE OF WORK

Details of the Scope of Works

Objective:

The Board intends to implement concealed digital e-assessment system to meet the future challenges.

A. *Post Exams activity*

a) **Digital E-Scanning**

Digital E-Scanning must adhere to meet the following

- 1) Pasting of UID stickers on each answer book before scanning.
- 2) Scanning of answer book should be done **without cutting of spine**.
- 3) All the hardware (Server, desktops, laptops, scanners etc.), software, network and connectivity required for scanning answer books, storing data, transferring data with secure method and evaluation of answer books should be provided by service provider.
- 4) Sufficient no. of computers/Number of computers specified by board for evaluation has to be provided to evaluators by service provider at the different places decided by board to complete the work within stipulated time frame.
- 5) Scanning Resolution–minimum 300 DPI, True **Colour**, and much importance/emphasis must be given to the quality of scanning.
- 6) Decrease in the quality of scanning and wrong scanning of an answer script will attract a penalty of Rs. 1,000/-per page.
- 7) Scanned Answer Books must be stored in secured and encrypted format with secure file system.
- 8) Scanning process should have the ability to read Barcodes of the answer booklet. This data shall be mapped to the database at GSHSEB server.
- 9) Masking of selected fields on any or every page of the answer booklet.
- 10) Question paper (set wise/ question wise) and scheme of evaluation shall be made available during E-Assessment.
- 11) Copies of the scanned images of whole answer book are to be randomized and distributed electronically to be made available for evaluation on the screen by evaluators.

b) *Digital E-Assessment*

Digital E-Assessment must adhere to meet the following

- 1) There must be a master database to cater the following
 - Managing School and evaluation centers information

- Managing Subjects information
 - Managing Evaluator's, moderator's, coordinator's and center director's information
 - Other required data masters for the smooth operation.
- 2) Allocating specific subject to specific examiners who are expert in the respective subject as per the instructions of GSHSEB.
 - 3) Provision to carry out multiple E-Assessment simultaneously
 - 4) The software should have role base security mechanism and proper industry standard authentication like Digital Signature and/or biometric, etc. and authorization mechanism should be implemented in the system.
 - 5) Scanning process should have the ability to read Barcode/QR code of the answer sheet/questions.
 - 6) SPA shall install necessary CCTV Cameras in Scanning & Evaluation Center & shall keep complete recording of each activity for at least 1 year from date of final result
 - 7) Provision of Multiple E-Assessment of the same script by different evaluators (e.g.: 2 evaluators will evaluate the script, and according to the prevailing norms of Board answer-script will go for 3rd E-Assessment).
 - 8) The software shall be user friendly with Answer Script, Question paper, Scheme, and marks entry shall be provided on screen in single window.
 - 9) GUI of software must be switchable between English and Gujarati language.
 - 10) In case of Reassessment, multiple E-Assessment of the same Answer Books simultaneously/separately been enabled as per the requirements of the Board from time to time. One/two/three user login name/s with one/two/three different passwords shall be provided. Report sheet provision shall be made to print two/three evaluator's names.
 - 11) For Reassessment the specified Answer Books shall be extracted and shall be made available for Re-evaluation to the evaluators. With/without disclosing the detail of previously offered marks.
 - 12) Once submitted the answer book shall not be evaluated twice by the same evaluator unless it is specified as per the regulations of GSHSEB, which may change from time to time.
 - 13) There should be a provision to provide training to the examiners/evaluators and supplier should prepare e-content for the examiners as and when desired by GSHSEB.
 - 14) The service provider should provide the required training material while training and appropriate help menu, user manual and illustrative demonstration videos should be incorporated in the system for end-users.
 - 15) After E-Assessment final scores are to be tabulated automatically as per the regulations/conditions set in the Question Paper and shall be provided as digital output to the existing examination server/marks server for result processing in the format required by the GSHSEB.
 - 16) Provision for Report generation and printing of the summery of the answer book assessed and moderated by the examiner should be provided.

- 17) Marks awarded by the examiners shall be stored at the Centralized Server.
- 18) Ready information that allows real time monitoring of E-Assessment quality.
- 19) Service provider has to provide print copy of the answer books within one week to the students who have applied for physical copy.
- 20) Facility for moderation and re-moderation should be available.
- 21) Digitally evaluated answer books Images/copies should be preserved for a period of 1 year or for the period specifies by board. Before removing/Deleting the data/Images the Bidder will have to take written permission from board.
- 22) Question paper and answer key reference should be visible on screen during E-Assessment
- 23) Provision for rotation, zooming of answer copies during digital E-Assessment
- 24) Provision for switching between colour and black & white mode during e-assessment.
- 25) Authentication: Providing suitable authentication using login id and password and provision shall also be for the password to be sent on the registered mobile number of the examiner. Provision of the unique password at each login should be there.
- 26) The system should have the facility to upload the faculty details using the standard data template, along with their subject mapping. Solution should be given for authenticating the examiners to evaluate the Digitized answer books. Solution should provide the dynamical location of published answer books feature which enables the Board officers to allocate the digitized answer books to available faculties.
- 27) The system should have Intuitive GUI interface and can be Menu Driven, provides Error Messages, Validation Messages, Offering Pick-up Lists, Prompting for next/correct action etc. to make user feel easy to learn and operate. The answer script image panel should have the maximum view area for the evaluators.
- 28) The system should be real-time online system wherein examiner can carry out evaluation in easy and convenient manner.
- 29) Day wise allocation: There should be an option to control day wise allocation of the answer books for the E-Assessment. There should be an option to set this faculty wise and subject wise i.e. if an evaluator starts a new subject then it should start from 1st day count. There should be an option to change the above number as and when it is required, on the direction of the GSHSEB. The option to enter the max script count should be available.
- 30) While correcting the answer sheets, the evaluators should have the same feeling as they have while correcting the answer sheets in the traditional way. Thus the system should have the provision of red marking tool for correcting and striking etc. And marks allotted should be automatically saved / stored on completion of assessment.
- 31) The system should have toggle views of question paper and answer sheets for evaluators to refer to the question paper immediately while they are marking the answer books.
- 32) The system should provide the total marks for each question and allow the evaluators to allot the marks in the Answer Books or at any specific places provided.
- 33) The system should automatically sum up the total marks pertaining to that answer sheet and in accordance with question paper template.

- 34) The system should allow appropriate controls for the evaluators to refer to the corrected answer books at any point of time and re-evaluation of particular answer before final submission/evaluation.
- 35) After completing the final evaluation of a particular answer book, the examiner may "submit" the answer book and access the next answer book for evaluation.
- 36) While totaling the marks, verification of marks with the question paper and the evaluation scheme maybe carried out by the system and final marks should be displayed to the section wise evaluator and final evaluator.
- 37) Features for appropriate report generation should be incorporated. Some of the features or parameters include percentage of pass out/percentage of failed out of all the subject or in a particular subject and other report facility as suggested by board.
- 38) Cancel evaluation: There should be an option to make E-Valuation of a particular answer book NULL and VOID and make it available again for E-Assessment.
- 39) Allocation of answer books: The allocation list should be made available to GSHSEB.
- 40) De-allocation of Answer books: The option provided to the valuator to de-allocate the answer book should be made available on the first screen itself. Option to be given to the GSHSEB user to view the allocated answer books which are not evaluated.
- 41) Security: Suitable security measures to ensure reliable evaluation process. Secrecy/confidentiality of the process should be maintained. Only authorized users should have access to the system. Each and every activity should be recorded and the system should keep audit trail of all steps. Also complete log of all activities of evaluators need to be maintained during the course of evaluation to enable complete auditability of the evaluation process. All the required audit trail should be maintained. GSHSEB may ask for the report as and when required.
- 42) Analysis: Real time, item level data to support quality analysis of answer books and examiners performance.
- 43) Efficiency: The E-Assessment shall be efficient and speedy; there should not be manual handling and manual data-entry of answer books.
- 44) The spine of the Answer Books should not be cut for scanning purpose as Board requires them in their original condition for further use.
- 45) Scanning of answer books without discrepancies. All the pages in the answer booklets and all answer booklets must be scanned. Utmost care should be taken in handling of the answer books and no single answer book or page should be missed out during the scanning process.
- 46) Vendor will be responsible for procuring required license for the OS, database management system and other hardware used for Entire project including all the sites.
- 47) In case of any changes in the process and place, board will remain the final authority to decide.
- 48) In case of any discrepancies, solutions suggested by board have to be implemented.

c) *Digital E-Re-Assessment of Answer books*

Digital E-Re-Assessment of Answer books as per GSHSEB norms, which may change from time to time. Board will provide there-evaluation norms and re-evaluation application data to solution provider for uploading the answer booklets for next level of evaluation. The automation of e-re-evaluation process is based on the rules and guidelines of the Board.

d) *Showing Digital Answer books to students*

The system should be able to display the corrected answer books both with and without the marks to the students, as and when required by the Board. The system should have provision to give access of the answer books to the student/ Officials who is permitted by the Board.

e) *Feedback from the Stake Holders*

Provision shall be made available to submit the feedback from the stakeholders like Principals, evaluators, Coordinators, Students in the format issued by the Board from time to time and analysis of the feedback submitted shall also be carried out.

NOTE: The entire range of activities mentioned above is time bounded. Vendor should adhere to the time bonds fixed for Scanning/digitization, E-Assessment, E-Reassessment, including pre-exam, exam and post exam activities. E-Assessment Results should be provided to the Board within 30 days of completion of examinations.

B. *Other Special and General Requirements*

1) The supplier shall setup the following infrastructure to provide the above services:

- a) Board will collect the Answer Books from the examination centers and handover to the Digitization Centre in GSHSEB Campus or Board will give instructions of scanning center. The service provider should manage answer books stacking starting from receiving of answer books to mapping to a placeholder in the rack provided by Board. All answer books barcode will be gunned using the barcode reader and bag ID will be generated and pasted on the Bags. Each bag will be mapped to the respective rack for easy pullout of answer books in case required.
- b) Install necessary IT infrastructure consisting of software, hardware and other equipments, and network connectivity, backup and maintain them during the contract period.
- c) Backup strategy and safety mechanisms (industry standard) should be carefully designed and incorporated in to the software. At all-time data shall remain safe and the Software/Hardware shall be operational during any contingency.
- d) Porting existing data wherever necessary
- e) Ensure high quality scanning (Minimum 300 DPI in colour mode)
- f) Providing preliminary training through developing videos/E-Content and user software guide to evaluators.
- g) Security is the prime concern. Different types of users and different types of roles should be identified and clearly defined. User should be assigned definite roles. Proper authorization and authentication mechanisms (industry standard) shall be met.
- h) Provide upgradations/amendments on continual basis during the tenure of the project to ensure the system is up to-date and meets the growing requirements of the Board.
- i) Vendor should have their own software developed in-house.
- j) The documentation of the entire project at each stage, reference manual and diagrammatic flow of the different processes shall be made available to the Board.
- k) Provide required manpower for scanning and for handling other technical and non-technical activities involved in this project

2) *Nonfunctional requirements*

- **Availability:** A system's availability, or "uptime," is the amount of time that it is operational and available for use. This is specified because some systems are designed with expected downtime for activities like database upgrades and backups.
- **Efficiency:** Specifies how well the software utilizes scarce resources: CPU cycles, disk space, memory, bandwidth, etc.
- **Flexibility:** The software deployed shall be flexible for any amendments / additions / deletions on the oral instructions of the Chairman his representatives followed by the Approval of Chairman.
- **Integrity:** Integrity requirements define the security attributes of the system, restricting access to features or data to certain users and protecting the privacy of data entered into the software.
- **Performance:** The performance constraints specify the timing characteristics of the software. Certain tasks or features are more time-sensitive than others; then on functional requirements should identify those software functions that have constraints on their performance.
- **Reliability:** Reliability specifies the capability of the software to maintain its performance overtime. Unreliable software fails frequently, and certain tasks are more sensitive to failure (for example, because they cannot be restarted, or because they must be run at a certain time).
- **Reusability:** Many systems are developed with the ability to leverage common components across multiple products. Reusability indicates the extent to which software components should be designed in such a way that they can be used in applications other than the ones for which they were initially developed.
- **Robustness:** A robust system is able to handle error conditions gracefully, without failure. This includes a tolerance of in valid data, software defects, and unexpected operating conditions.
- **Scalability:** Software that is scalable has the ability to handle a wide variety of system configuration sizes. The nonfunctional requirements should specify the ways in which the system maybe expected to scale up (by increasing hardware capacity, adding machines, etc.).
- **Usability:** Ease-of-user requirements address the factors that constitute the capacity of the software to be understood, learned, and used by its intended users.

3) *Overall Activities to be undertaken by service provider* *Activities at Scanning Centre Level:*

- Bidder/supplier/tenderer should be able to scan at least **50,000** Answer Books per day (including all scanning centers).
- Bidder should be able to deploy the required infrastructure and skilled manpower to the scanning centers. Well Trained, professional and loyal manpower for whole digitization process should be available round the clock.
- Receiving answer books for scanning.
- The spine of the Answer Books should not be cut for scanning purpose as Board

requires them in their original condition for further use.

- Scanning of answer books without discrepancies. All the pages in the answer booklets must be scanned. Utmost care should be taken in handling of the answer books and no single answer book should be missed out during the scanning process.
- Verification of scanned images.
- Uploading of scanned images to scanning server.
- Randomization of answer books.
- Masking of answer books facing sheet and other required fields.

SECTION 3: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

3.1 Source of Funds.

- 3.1.1 GSHSEB is calling the SP for availing the service of Selection of Service Provider for E-Assessment of Answer Books Without cutting the spine of Answer book as mention in the Scope of work.
- 3.1.2 The Work order for the required service will be placed on the selected service provider by GSHSEB directly and the payment for the service mention in the said work order will be made directly by the GSHSEB from their own source of fund as per financial terms and condition of RFP.

3.2 Pre-Qualification Criteria

The firm/company meeting the following eligibility criteria will be considered for further evaluation.

Sr No.	Pre-Qualification Criteria	Attachments
1	The bidder should be in the business of e-assessment of answer books for at least three years as on 31st March 2020.	Copy of work order and company registration certificates.
2	The bidder should have turnover of Rs. 3 crore in each of last three years from digitization Services. Revenues from sale of computer Hardware or computer accessories or BPO or call centre incomes will not be considered for this purpose.	Copy of audited profit & loss accounts and balance sheet of last three years (i.e. 2017-18,2018-19,2019-2020). CA Certificate for turnover for digitization services.
3	Experience of e-assessment / scanning of answer books without cutting of spine.	Submit Client Completion Certificate indicating number of answer book processed for each project.
4	The bidder must have office in Gujarat.	Please submit physically a copy of any one of the listed documents: Property Tax Bill/Electricity Bill/Telephone Bill/VAT/CST Registration/Lease Agreement.
5	Bidder must have valid registration for GST, PF and ESIC.	Submit GST certificate and PF/ESIC challans for last quarter.
6	The bidder should have 1) ISO 9001:2015 2) ISO 27001:2013 3) ISO 27001:2013 or latest for related services.	Submit a copy of the requisite certificate.
7	Bidder should own required number of Book Scanners for the project.	Submit copies of invoices duly attested.
8	The bidder should be the original developer of the e-Assessment software and should not be a reseller or authorized vendor of a third party for the software. Bidder should be able to modify/customize software as per requirement of GSHSEB.	Undertaking
9	No consortium allowed.	Undertaking

10	The bidder should not have been blacklisted by any central and/or state government.	Submit Affidavit
----	---	------------------

Technical bid cover should contain all supporting documents as per Pre-Qualification Criteria serial number 1 to 10 and Section 6 (Scoring of Technical Bids and Technical Qualification).

Project Timelines

Timelines for project implementation milestones, scanning and e-assessment work is as follows:

S.no	Activity/Tasks/Milestones	Time in days
1	Project Start	W
2	System Study and Submission for FRS, SRS, and project plan	W+2
3	Set wise Question paper and assessment scheme scanning and upload for evaluating	W+2
4	Customization of software application completed	W+3
5	Receiving of answer booklets by bidder	S
6	Completion of UID pasting, scanning and verification work for evaluation as per approved projects plan	S+3
7	Training of evaluators/ Examiners (on-screen marking system)	W+5
8	Completion of evaluation work	S+15
9	Data and Scores handling over and support	S+16

Note:

- i) 'W' refers to start date in the work order given by GSHSEB.
- ii) 'S' refers to the Receiving of answer booklets by Bidder from Board at centralized digitization center.

Above timelines are mentioned for firm to perform various activities under given milestones. The Access Time taken by GSHSEB for evaluation and approval of deliverables will be excluded from above timelines. If the bidder fails to execute the contract as per above time limit, 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 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.

3.2 Cost of Bidding

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

B. BIDDING DOCUMENTS

3.3 Contents of Bidding Documents

- 3.3.1 The bid must be submitted online on <https://gshseb.nprocure.com>
- 3.3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents in format or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

3.4 Clarification of Bidding Documents

- 3.4.1 A prospective bidder requiring any clarification of the bidding documents may seek clarification of his/her query on the date indicated on RFP clause of this document. GSHSEB will respond to any request for the clarification of any bidding documents, which it receives during the meeting on the date mentioned on the RFP clause of this document GSHSEB shall hold a pre-bid meeting with the prospective bidders on date & time given in Section 1.
- 3.4.2 The Bidders will have to ensure that their queries for pre-bid meeting should reach to Name, Address, Fax and email id of the officer mentioned by post, facsimile or email on or before on date & time given in Section 1.

Bidder's Request For Clarification			
Name of Organization submitting request		Name & position of person submitting request:	Address of organization including phone, fax, email points of contact
S.No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required
1			
2			

GSHSEB shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the GSHSEB.

3.5 Amendment of Bidding Documents

- 3.5.1 At any time prior to the deadline for submission of bids, GSHSEB may, for any reason, whether on its own initiative or in response to the clarification may change their bidding document by amendment; the amendment will be uploaded online through <https://gshseb.nprocure.com>.
- 3.5.2 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GSHSEB at its discretion, may extend the deadline for submission of bids.
- 3.5.3 At any time prior to the last date for receipt of bids, GSHSEB may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a corrigendum.
- 3.5.4 Any such corrigendum shall be deemed to be incorporated into this RFP.

C. PREPARATION OF BIDS

3.6 Language of Bid

- 3.6.1 The proposal prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and GSHSEB shall be in English/Gujarati language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of the relevant document in the English/Gujarati language and in such a case, for purpose of interpretation of the Bid, the translation shall govern.

3.7 Documents Comprising the Bid

- 3.7.1 The bid prepared by the Bidder shall comprise of the following documents:
- a. Cover of EMD and Bid Processing Fee (Physically at GSHSEB)
 - b. Cover of Technical Proposal (Physically at GSHSEB)
 - c. Financial Bid (Online)
- 3.7.2 The bid documents and addendums (if any) together shall be considered as final and self-contained bid document notwithstanding any previous correspondence or document issued by GSHSEB.

3.8 Bid Prices

- 3.8.1 The bidder shall indicate the prices in the format mentioned in the financial bid.
- 3.8.2 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 Bid Currency.
- 3.8.3 Prices shall be quoted in Indian Rupees only.

3.9 Period of Validity Bids

- 3.9.1 Bids shall be valid for 180 days after the date of bid opening. The GSHSEB shall reject a bid valid for a shorter period as non-responsive.

- 3.9.2 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.
- 3.9.3 Bid evaluation will be based on the bid prices without taking into consideration the above changes.

3.10 Format and Signing of Bid

- 3.10.1 Bidders have to submit the bids on the e-Tendering website <https://gshseb.nprocure.com>. All supporting documents in the form of scanned copies submitted online should have sign and seal of the bidder.
- 3.10.2 Before filling in any of the details asked, bidders should go through the entire bid document and get the required clarifications from GSHSEB during the pre- bid conference.

D. SUBMISSION OF BIDS

3.11 Sealing and Marking of Bids

- 3.11.1 All bids must be submitted online through <https://gshseb.nprocure.com> as per the formats mentioned therein using digital signatures.
- 3.11.2 Telex, cable, e-mailed or facsimile bids will be rejected.

3.12 Deadline for Submission of Bids

- 3.12.1 Bids must be submitted online not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared as a holiday for GSHSEB, the bids will be received up to the appointed time on the next working day.
- 3.12.2 GSHSEB may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of GSHSEB and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.13 Late Bids

- 3.13.1 Any bid received by GSHSEB after deadline for submission of bids prescribed by GSHSEB, will be rejected and /or return unopened to bidder.

3.14 Modification and Withdrawal of Bids

- 3.14.1 The bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering website <https://gshseb.nprocure.com>
- 3.14.2 No bid may be modified subsequent to the deadline for submission of the bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry period of the bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security.

E. OPENING AND EVALUATION OF BID

3.15 Opening of Bids by GSHSEB

- 3.15.1 GSHSEB will open all bids (only pre-qualification at the first instance), in the presence of Bidder or his representative who choose to attend, and at the following address:

**Gujarat Secondary and Higher Secondary Education Board
near Old Sachivalaya, Sector 10B,
Gandhinagar-382010, Gujarat.**

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.

- 3.15.2 The Bidder's names and the presence or the absence of requisite bid security and such other details, as GSHSEB, 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.
- 3.15.3 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.
- 3.15.4 Financial bids of only those bidders who qualify on the basis of pre-qualification, technical bid (presentation) 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.

3.16 Clarification of Bids

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

3.17 Preliminary Examination

- 3.17.1 GSHSEB will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 3.17.2 If a bid is not substantially responsive, it will be rejected by GSHSEB and may not subsequently be made responsive by the bidder by correction of the non- conformity.
- 3.17.3 Conditional bids are liable to be rejected.

3.18 Contacting GSHSEB

- 3.18.1 No Bidder shall contact GSHSEB on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of GSHSEB, he should do so in writing. GSHSEB reserves its right as to whether such additional information should be considered or otherwise
- 3.18.2 Any effort by a bidder to influence GSHSEB in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the bidder's bid and also forfeiture of his bid security amount.

F. AWARD OF CONTRACT

3.19 Award Criteria

- 3.19.1 GSHSEB will award the contract to the successful bidder decided as per the evaluation procedure mentioned in **ITB**.
- 3.19.2 GSHSEB reserves the right to award the contract in part to more than one bidder, provided further that the bidder(s) are determined to be qualified to perform the contract satisfactorily.

3.20 GSHSEB's Right to Accept Any Bid and to reject any or All Bids

- 3.20.1 GSHSEB reserve the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for GSHSEB's action.

3.21 Notification of Awards

- 3.21.1 Prior to the expiration of the period of the bid validity, concerned GSHSEB will notify the successful bidders in writing, to be confirmed in writing by registered letter, that his bid has been accepted.
- 3.21.2 The notification of award will constitute the formation of the Contract.

3.22 Signing of Contract

- 3.22.1 At the same time as GSHSEB notifies the successful Bidder that its bid has been accepted, GSHSEB will send the bidder the Contract Form, incorporating all the agreements between two parties.
- 3.22.2 Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to GSHSEB.

3.23 Corrupt or Fraudulent Practices

- 3.23.1 GSHSEB requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, GSHSEB defines for the purposes of this provision, the terms set forth as follows:
 - a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution: and
 - b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to detriment of the GSHSEB and includes collusive practice among the bidders (Prior to or after the bid submission) designed to establish bid prices at artificial non-competitive level and to deprive the GSHSEB of the benefit of the free and open competition.
- 3.23.2 GSHSEB shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices and same shall be conveyed to GSHSEB or black listed by any of the Department of Government of Gujarat in competing for the contract in question.
- 3.23.3 GSHSEB shall declare a firm ineligible, and black listed either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract. The same shall be conveyed to GSHSEB.

- 3.23.4 If any of the qualifying documents submitted by the bidder are found to be fraudulent or bogus at any time after the award of contract, the contract shall liable to be terminated with immediate effect.
- 3.23.5 If it is found that bidder have violated/ infringement of any Indian or foreign trademark, patent register, design, or other intellectual property rights, department shall terminate the contract of bidder and / or declare a firm ineligible and black listed either indefinitely or for stated period.

3.24 Interpretation of the clauses in the Tender Document / Contract Document

- 3.24.1 In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, GSHSEB's interpretation of the clauses shall be final and binding on all parties.
- 3.24.2 However, in case of doubt as to the interpretation of the bid, the bidder may make a written request prior to the pre-bid conference to;

Chairman:
Gujarat Secondary and Higher Secondary Education Board,
Near Old Sachivalaya, Sector 10B,
Gandhinagar, Gujarat 382010

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

SECTION 4: GENERAL CONDITION CONTRACT.

4.1 Definitions

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

- a) "The Contract" means the agreement entered into between GSHSEB and the service provider, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the service provider under the Contract for the full and proper performance of its contractual obligations;
- c) "Services" means "all the services mentioned in scope of work of this document"
- d) "GCC means the General Conditions of Contract contained in this section.
- e) "GSHSEB" means client availing the service from the SP.
- f) "The Client's Country" is the country named in GCC.
- g) "The SP means service provider" means the individual or firm supplying the and / or Services under this Contract.
- h) "Day" means a working day.
- i) "Critical deliverables" means the deliverables supplies by SP
- j) "Time required for approval" means the time elapsed between the date of submission of a critical deliverable (complete in all respect for all the business functions /services) and the date of approval excluding the intermediate time taken by the Service Provider for providing clarifications/modifications and communication.
- k) The "Bid Document" and "Tender Document" are the same.
- l) "The Project Site", wherever applicable, means the place or places where the work is to be executed.
- m) "Office Completeness" means the site should be complete in all respects i.e.
 - o Hardware is supplied, installed and commissioned
 - o Requisite Software is installed
 - o Requisite Application Software is installed.
 - o Connectivity setup is established.
 - o Requisite Manpower is deployed
 - o The entire setup as defined in the scope of work has become functional & the transactions can be done on computers.
- n) "Maintenance" means
 - o Taking care of the machine
 - o Changing the Spares when they become faulty
 - o Locate, remove, and repair technical faults.

- Identify Software related problems such as run time error, viruses etc. & reload the machines with Software
 - Housekeeping of all Hardware
 - Ensuring continuous power supply to all machines during working hours.
 - Any other task to be performed to keep the system functional.
- o) Performance Standards

This factor incorporates the maintenance standards as defined below:

Service Level Standards: -

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

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

4.2 Application

- 4.2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

4.3 Country of Origin

- 4.3.1 All Services rendered under the Contract shall have their origin in the member countries and territories eligible i.e. India
- 4.3.2 The origin of Services is distinct from the nationality of the service provider.

4.4 Standards

- 4.4.1 The software supplied under this Contract shall conform to the standards and when no applicable standard is mentioned; to the authoritative standard appropriate to the country of origin and such standards shall be the latest issued by the concerned institution.

4.5 Use of Contract Documents and Information

- 4.5.1 The service provider shall not, without GSHSEB's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by the service provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.5.2 The service provider shall not, without GSHSEB's prior written consent, make use of any document or information enumerated except for purposes of performing the Contract.
- 4.5.3 Any document, other than the Contract itself shall remain the property of GSHSEB and shall be returned (in all copies) to GSHSEB on completion of the service provider's performance under the Contract if so required by GSHSEB.
- 4.5.4 The Service Provider shall permit GSHSEB to inspect the service provider's accounts and records relating to performance of the service provider with regards to this contract and to have

them audited by auditors appointed by GSHSEB, if so required by GSHSEB.

- 4.5.5 The bid and all materials submitted to the GSHSEB must be considered confidential and must be submitted in sealed envelope clearly marked as “Confidential”.

4.6 Patent Rights, Copy Right

- 4.6.1 The Service Provider shall indemnify GSHSEB against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

4.7 Earnest Money Deposited (EMD)/Bid Security

- 4.7.1 The bidder shall furnish, as part of its bid, an Earnest Money Deposit in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 24 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time; in the name of “Gujarat Secondary and Higher Secondary Education Board” payable at Gandhinagar (as per prescribed format given at Section 10) and must be submitted along with the covering letter.
- 4.7.2 Proposals not accompanied by EMD shall be rejected as non-responsive.
- 4.7.3 The successful bidder’s bid security will be discharged from GSHSEB only after the signing of the contract and submission of performance security.
- 4.7.4 Unsuccessful bidder’s EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.
- 4.7.5 The EARNEST MONEY DEPOSIT shall be forfeited:
- 4.7.5.1 If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form;
 - 4.7.5.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.
 - 4.7.5.3 No exemption for submitting the EMD will be given to any agency.

4.8 Performance Security/Performance Bank Guarantee (PBG)

- 4.8.1 The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract.
- 4.8.2 The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the receipt of notification of award for the duration of warranty of all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is as per Section 11).
- 4.8.3 The Performance Security shall be in the form of Bank Guarantee valid for 24 months from the date of issue of work order.
- 4.8.4 The proceeds of the performance security shall be payable to the GSHSEB as compensation for

any loss resulting from the Service provider's failure to complete its obligations under the Contract.

- 4.8.5 The Performance Security will be discharged by GSHSEB and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 4.8.6 In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 4.8.7 No interest shall be payable on the Performance Bank Guarantee amount.

GSHSEB 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.

4.9 Payment

- 4.9.1 The payment will be made after completion of work.
- 4.9.2 The service provider request(s) for payment to GSHSEB along with the 2 original copies of invoice and necessary documents. The invoice should be in English language.
- 4.9.3 Any penalties imposed on the agency for non-performance will be deducted from the payments.
- 4.9.4 All work contract tax, 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.
- 4.9.5 Payment will be made within a month's time from the date of receipt of bill, provided there is no dispute.
- 4.9.6 In case of delay, the agency will be penalized as per penalty clause.

4.10 Prices

- 4.10.1 Prices payable to the service provider as state in the contract shall be fixed during the performance of the contract.

4.11 Contract Amendments

- 4.11.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

4.12 Assignment

4.12.1 The service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with GSHSEB prior written consent.

4.13 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 GSHSEB.
- 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 GSHSEB 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, GSHSEB 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.

4.14 Termination for Default or otherwise

4.14.1 GSHSEB may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:

- a) if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by GSHSEB; or
- b) If the service provider fails to perform any other obligation(s) under the Contract.
- c) If the service provider, in the judgment of GSHSEB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"

- d) If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.

4.15 Force Majeure

4.15.1 Notwithstanding anything contained in the tender, the SP shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

4.15.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or

contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 4.15.3 If a force Majeure situation arises, the service provider shall promptly notify GSHSEB in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by GSHSEB in writing, the service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

4.16 Termination for Insolvency

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

4.17 Termination for Convenience

- 4.17.1 GSHSEB by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for GSHSEB's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 4.17.2 The services / software that is complete and ready for rendering / deployment within 30 days after the service provider's receipt of notice of termination shall be accepted by GSHSEB at the Contract terms and prices. For the remaining services, GSHSEB may elect:
- a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - b) To cancel the remainder and pay to the service provider an agreed amount for partially completed services / software and for services / software previously procured by the service provider.

4.18 Resolution of Disputes

- 4.18.1 In this regard GSHSEB doesn't go for any arbitration on dispute and GSHSEB's decision will be final and binding on the service provider.

4.19 Governing Language

- 4.19.1 The contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English//Gujarati language.

4.20 Applicable Law

- 4.20.1 The Contract shall be interpreted in accordance with the laws of the Union of India and that of State of Gujarat.

4.21 Taxes and Duties

- 4.21.1 Service providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted software/ services to GSHSEB. However, GST in respect of the transaction between GSHSEB and the service provider shall be payable extra as on actual at the time of invoicing.

4.22 Binding Clause

All decisions taken by GSHSEB regarding the processing of this tender and award of contract

shall be final and binding on all parties concerned.

4.23 Manpower Support:

- 4.23.1 The service provider will be bound to supply Support Manpower with good antecedents as specified in the Manpower deployment Plan.
- 4.23.2 All salaries and statutory benefits will have to be borne by the service provider & no payments will be made by these offices.
- 4.23.3 In case of absence of any of his employee, the service provider should provide alternative person the next day.
- 4.23.4 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.
- 4.23.5 All statutory obligations of the service provider towards his employees shall be fulfilled by him and GSHSEB shall not be responsible for any such obligations.

4.24 The GSHSEB, Gandhinagar, reserves the right:-

- 4.24.1 To vary, modify, revise, amend or change any of the terms and conditions mentioned above; or
- 4.24.2 To reject any or all the tender/s without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.
- 4.24.3 The decision regarding acceptance of tender by GSHSEB will be full and final.
- 4.24.4 Conditional tenders shall be summarily rejected.
- 4.24.5 GSHSEB is free to phase out the work if it feels it necessary.
- 4.24.6 The Contract will be for a period of two years for all examination of 2021 and 2022.
- 4.24.7 The Contract is extendable for a further period of 1year on mutual consent.
- 4.24.8 Jurisdiction: This agreement will be under Gandhinagar Jurisdiction.

SECTION 5: SPECIAL CONDITIONS OF CONTRACT

5.1 Time Limit for GSHSEB Project

The entire range of activities mentioned above is time bounded. Vendor should adhere to the time bonds fixed for Scanning/digitization, E-Assessment, E-Reassessment, including pre-exam, exam and post exam activities. E-Assessment Results should be provided to the Board within **30 days** of completion of examinations.

5.2 Payment:

5.2.1 Payment for the service shall be made in Indian Rupees after completion of work:

5.3 Penalty Clause

Decrease in the quality of scanning of an answer script will attract a penalty of Rs.1,000/-per script.

5.3.1 Quality:

100% accuracy shall be maintained in Scanning and e-assessment of answer books. For accuracy less than 100%, the penalty will be deducted as mentioned below.

Level of Accuracy (in percentage) Penalty

>= 99.00 &&<100.00- 02% of the order value.

>= 99.00 &&< 98.00- 05% of the order value.

<98- No Payment

5.4 Right to use defective software/equipment

5.4.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the software/equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such software/equipment until rectification of defects, errors or omissions by debugging / repair or by partial or complete replacement is made without interfering with GSHSEB's operation.

5.5 Service Provider's Integrity

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

5.6 Supplier/ Service Provider's Obligations

5.6.1 The Service Provider is obliged to work closely with GSHSEB's staff, act within its own authority and abide by directives issued by GSHSEB

5.6.2 The Service Provider will abide by the job safety measures prevalent in India and will free GSHSEB 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 GSHSEB responsible or obligated.

5.6.3 The Service Provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.

5.6.4 The Service Provider will treat as confidential all data and information about GSHSEB, 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 GSHSEB.

5.7 Hardware Installation

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

operation of the hardware at all installation sites.

5.8 Inspections

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

SECTION 6: Selection Process

Proposal Evaluation Process

1. Proposals will be evaluated by a Committee of Experts (the "Committee") appointed by the Gujarat Secondary and Higher Secondary Education Board, Gandhinagar. Evaluations of bids will be only on the basis of information provided by the bidders in the proposals
2. The bids submitted with required EMD only considered
3. Evaluation of the bids will be done in the following sequence.
 - a. Scrutiny of Bid Security and adherence to general guidelines
 - b. Evaluation of prequalification proposal
 - c. Evaluation of Technical proposal and Presentation
 - d. Opening of commercial proposal
 - e. Final evaluation of the Techno commercial bid and finalization of the bid

Only those bid that have been technically qualified will be considered for opening the commercial bid. The bids of the bidders who are not technically qualified shall be returned to the bidders without opening their commercial bid.

Scrutiny of bid security and general guidelines

1. The Technical bid will be scrutinized for complying with the following requirements before going ahead with further evaluation of the bid.
 - a. Proposal Covering letter as response to the RFP
 - b. Undertaking for customizable in-house solution.
2. Evaluation of the solution – the technical solution proposed by the bidder may be evaluated against the response to the RFP and The final decision of the technical evaluation of the proposals submitted by the bidders shall vest with the Gujarat Secondary and Higher Secondary Education Board, Gandhinagar and the decision of the expert committee appointed by the Gujarat Secondary and Higher Secondary Education Board, Gandhinagar on the technical evaluation of the proposals shall be final and binding on all the bidders.

Scoring of Technical Bids and technical qualification

Sl. No	Particulars	Score
1.	Total Number of Years from the date of incorporation as IT/Software Company.	10
	Equal to or less than 5 Years	3
	5 - 7 Years	5
	Greater than 7 Years	10
2.	Certificates	5
	ISO relevant services.	2
	CERT-in certified software	3

3.	Number of Book scanners owned by bidder along with invoices duly attested for the project.	10
	Up to 200 Book scanners	3
	201 - 250 Book scanners	5
	Greater than 250 Book scanners	10
4.	Average Annual Turnover of the organization from the digitisation business during each of previous 3 years (in INR)	10
	Upto 3 Crores	5
	3-5 crores	7
	INR 5 crore and more	10
5	E-ASSESSMENT Project involving design, development, deployment and maintenance.	10
	Equal to or less than 2 projects	2
	3 - 4 projects	5
	Greater than 4 projects	10
6	Scanning / Evaluation experience for number answer books in a year without cutting spine.	10
	Equal to or greater than 1 lakh answer scripts	2
	1 - 2 lakh answer scripts	5
	Greater than 2 lakh answer scripts	10
7	Number of Evaluation center handled in the single Project	10
	Equal to or less than 3 centers	2
	3 - 5 centers	5
	Greater than 5 centers	10
8	Multiple Evaluation option#	5
	Equal to or less than 2 evaluations	2
	3 - 4 evaluations	3
	Greater than 4 evaluations	5
9	Capability of the bidder (evaluated by presentation and live demo on sample answer books provided by GSHEB)	30
<i>#The software should allow minimum of two evaluations of the answer script</i> <i>*Live demo should demonstrate points covered in scope of work.</i>		
The maximum possible score is 100. Threshold score to qualify shall be 70		

Commercial Evaluation

The bidders, whose Technical Score is 70 (seventy) and above only shall qualify to for commercial evaluation, and the commercial bid of only these bidders will be opened.

Composite Evaluation

- a. **Techno commercial Evaluation:** All the bids for which the commercial proposals are opened and which are in order will be evaluated using a composite Techno Commercial Evaluation approach.
- b. The weightage given to the Technical and Commercial Proposals are:

Technical = 75% (weightage for Technical Proposal)
Commercial = 25% (weightage for Commercial Proposal)

- c. Technical Score (TS): The score obtained by the bidder in the technical evaluation which should be equal to or more than 70 (seventy).
- d. The Commercial Score (CS): The score obtained by the technically qualified bidder.
- e. The Final Score (FSn) out of the combined Techno commercial evaluation for a particular bidder shall be arrived as below:

Final Score (FSn) = (TSn x 0.75) + (CSn x 0.25) Where n stands for the bidder under consideration

f. Calculation of the Commercial Scores (CS)

- i. Total Commercial Proposal: The Total Commercial Proposal of the bid will be the price quoted by the bidder in the commercial proposal for the scope of services contained in the RFP. GST will be extra.
- ii. Identification of the lowest bid: Based on the Cost of each of the bidders, the bidder with the lowest price is identified as L1. All the other bids are listed based on the increasing value of L.
- iii. Calculation of the Commercial Score: The commercial Score for each of the bidders is calculated by using the method as below.
 - i. The bid with the lowest price I (L1) will be given the maximum commercial score (CS) of 100 points.
 - ii. The formula for determining the commercial score for the other bids is the following:
 $CS_n = 100 \times L1/L_n$, in which CS_n is the financial score for bidder n, L1 is the lowest bid value and L_n is the bid value of the proposal under consideration.

Identification of the successful bidder

The Final Score (FSn) for the successful bidder will be calculated as follows:

$$FS_n = (TS_n \times 0.75) + (CS_n \times 0.25)$$

The combined score of the bidder achieving the highest FSn will be considered to declare the successful bidder.

SECTION 7: FINANCIAL BID FORMS

Financial Bid Format

Sr. No.	Description	Unit Rate (Rs.)
1	Per answer book per page charges as per scope of work mentioned in section 2.	Online mode
2	Printing charges per answer book per page.	Online mode

Note:

- GST extra as applicable at the time of invoicing.

SECTION 8: BID FORM

Date:

Tender No:

To,
Chairman
Gujarat Secondary and Higher Secondary Education Board
near Old Sachivalaya,
Sector 10B,
Gandhinagar,
Gujarat 382910

Dear Sir,

Having examined the Bidding Documents including Addenda Nos. _____(insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render "Selection of Service Provider For E-Assessment of Answer Books Without cutting the spine of Answer book" in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith and made part of this bid. We have not placed any condition for the bid on our part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.

We undertake, if our bid is accepted, to render the services in accordance with the delivery schedule which will be specified in the contract document that we will sign if the work order given to us.

If our bid is accepted, we will obtain the guarantee of a bank for the sum indicated as per tender document for the due performance of the Contract, in the form prescribed by GSHSEB.

We agree to abide by this bid for a period of 180 (One hundred and eighty only) days after the date fixed for bid opening of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

Name:

Address:

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

Dated this _____ day of _____ 20__

Signature
(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____.

SECTION 9: BIDDER'S AUTHORISATION CERTIFICATE

**To,
Chairman,
Gujarat Secondary and Higher Secondary Education Board**

<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

SECTION 10: PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref:Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and 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 Secondary and Higher Secondary Education Board, 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 this _____ day of _____ 20__

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch & Its official Address

ANNEXURE-1: SELF DECLARATION

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs 300/-
duly attested by First Class Magistrate/ Notary public)

I/We, _____, age _____ years residing
at _____ in capacity of _____
M/s. _____ hereby solemnly affirm that
All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid
down on all the pages of the Tender Form, have been read carefully and understood properly by me
which are completely acceptable to me and I agree to abide by the same.

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

Sr. No.	Name of the Document
1	
2	

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

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

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

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

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

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

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

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

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

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

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

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

I / We hereby commit that we have paid all outstanding amounts of dues/taxes / cess / charges / fees with interest and penalty.

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

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

Date:

Place:

Stamp & Sign of the Tenderer
(Signature and seal of the Notary)

ANNEXURE – 2 Bidder's Details

- 1.Name of the Bidder
- 2.Address of Registered Office
- 3.Ahmedabad / Gandhinagar office Address
- 4.Year of Establishment
- 5.Mobile Number
- 6.Email Address
- 7.Income tax Number
- 8.GST Number

ANNEXURE-3: FORMAT FOR HARDWARE AVAILABILITY

Sr.No.	Make & Model No of Book Scanner	Quantity	Date of Purchase/Bill No	Capacity to scan per day
Sr.No	Make & Model of Laptop/Desktop	Quantity	Date of Purchase/Bill No	Capacity to scan per day
Sr.No	Make & Model of Server	Quantity	Date of Purchase/Bill No	Capacity to scan per day

ANNEXURE-4: FORMAT FOR TECHNICAL MANPOWER

Sr.No.	Name	Qualification	Years of Experience	Area of Expertise

GUJARAT SECONDARY AND HIGHER SECONDARY EDUCATION
BOARD,GANDHINAGAR

Tender For E–Assessment service without cutting the spine of Answer book

ANNEXURE 5 - DOCUMENTS CHECKLIST (Page 1)

S. No.	Document	Remarks	Yes/No	Page No.
1	Bid Processing Fee	DD No. : Date : Rs. : Issued by Bank :		
2	EMD	DD No. : Date : Rs. : Issued by Bank :		
3	Bidders Authorization Certificate : Section-9			
4	Signed copy of tender document			
5	Signed copy of all corrigendums issued			
6	ANNEXURE-1: SELF DECLARATION			
7	ANNEXURE-2: FORMAT FOR HARDWARE AVAILABILITY			
8	ANNEXURE-3: FORMAT FOR TECHNICAL MANPOWER	Technical staff strength		
9	ANNEXURE-4: Bidder's Details			
10	Company Registration certificates.	Years of experience / incorporation as IT/Software Company		
11	Copy of audited profit & loss accounts and balance sheet of last three years (i.e. 2017-18,2018-19,2019-2020). CA Certificate for turnover for digitization / IT Solution & services.	Average annual turnover digitization / IT Solution & services. Rs (Crore)		
12	Submit Client Completion Certificate indicating number of answer book processed for each project.	Total number of ansbooks processed		

GUJARAT SECONDARY AND HIGHER SECONDARY EDUCATION
BOARD,GANDHINAGAR

Tender For E–Assessment service without cutting the spine of Answer book

ANNEXURE 5 - DOCUMENTS CHECKLIST (Page 2)

S. No.	Document	Remarks	Yes/No	Page No.
13	Submit copy of any one of the listed documents: Property Tax Bill/Electricity Bill/Telephone Bill/VAT/CST Registration/Lease Agreement. (For office proof in Gujarat)	Tick document(s) which is/are submitted		
14	Submit Copy of Income Tax PAN No.			
15	Submit Copy of GST Registration Certificate			
16	Submit Copy of PF/ESIC challans for last quarter			
17	Submit Copy of 1) ISO 9001:2015 2) ISO 27001:2013 3) ISO 27001:2013 or latest for related services.			
18	Submit Copies of invoices duly attested for book scanners purchased.	No of books scanners		
19	Undertaking as per Sr. No. 8 of Pre-Qualification Criteria (3.2)			
20	Affidavit as per Sr. No. 10 of Pre-Qualification Criteria (3.2)			
21	Is software CERT-in certified ? (if Yes, attach certificate)			
22	No of E-ASSESSMENT Project involving design, development, deployment and maintenance (Attach client certificate)			
23	Scanning & Evaluation experience for number answer books in a year without cutting spine : answer scripts (Attach client certificates)			
24	Number of Evaluation center handled in the single Project. No of centers : (Attach client certificates)			
25	Multiple Evaluation option in software. How many evaluations are possible? (Submit Self declaration)			
26	Bid Form : Section - 8			
27	ANNEXURE 5 : DOCUMENTS CHECKLIST			