COUNCIL OF HIGHER SECONDARY EDUCATION, ODISHA

C/2, PRAJNAPITHA, SAMANTAPUR, BHUBANESWAR-751013.

TENDER CALL NOTICE

No. EC-III- 3611/CHSE **Dated: 28.06.2016**

NOTICE INVITING TENDERS FOR AWARD OF CONTRACT FOR SCANNING/DIGITIZING/STORAGE/INTEGRATED RETRIEVAL OF EVALUATED ANSWER SCRIPTS OF ANNUAL HIGHER SECONDARY EXAMINATION, 2016.

The Council of Higher Secondary Education, Odisha (in short Council) invites sealed tenders in two bid system from eligible and reputed Bidders for award of contract for scanning/digitizing/ storage/integrated retrieval of evaluated answer available at the Council Head Quarter at on actual work basis.

The tender document can be downloaded from the official website of the council at http://www.chseodisha.nic.in and shall be submitted to the **Secretary, Council of Higher Secondary Education, Odisha, Bhubaneswar** with tender fee (non-refundable) of Rs.1,000/- (Rupees One Thousand) only by Demand Draft/Banker's Cheque drawn in favour of **"Finance Officer, Council of Higher Secondary Education, Odisha"** payable at **Bhubaneswar, Odisha**.

The Technical Bid and the Financial Bid required to be submitted in separate sealed envelopes, super scribing on the respective envelopes **''Technical Bid"** and **''Financial Bid"**. Both these sealed envelopes should be kept in a third bigger sealed envelope super scribing at the top **"TENDER FOR DIGITIZATION OF EVALUATED ANSWER SCRIPTS"**.

Interested and eligible bidders may submit their tender documents complete in all respect along with Tender Fee of Rs.1,000/- (Rupees One Thousand) only and Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand) only and other requisite documents by Registered Post/Speed Post addressed to the Secretary, Council Of Higher Secondary Education, Odisha, C-2, Prajnapitha, Samantapur, Bhubaneswar-13, so as to reach the same **on or before dt.21.07.2016** by **4.00 p.m.** or may drop the tender in the Tender Box kept in the office Chamber of Secretary at Council Office by **dt.21.07.2016** by **4.00 p.m.** The Council will not be responsible for any delay on any part, and any tender submitted after the above date and time will not be received and entertained. Tender Papers without requisite tender fees, without Earnest Money Deposit and any conditional bids shall be summarily rejected.

The Council, in its discretion, reserves the right to accept or reject any or all of the tenders/Bids without assigning any reasons thereof.

By order of Chairman
Sd/-
Finance Officer
C.H.S.E, Odisha, Bhubaneswar.

Memo* No. EC-III- 3612/CHSE** ***Dated: 28.06.2016.

(1) Copy forwarded to the P.S to Chairman/P.A to Secretary/All sections/All Zone office and office Notice Board for information of all concerned.
(2) Copy along with details of tender documents forwarded to Director, NIC, Bhubaneswar with a request to hoist the same in the Council Website i.e. www.ori.nic.in/chseorissa immediately.

Sd/-
Finance Officer
C.H.S.E, Odisha, Bhubaneswar.

 Signature & Seal of the Bidder

COUNCIL OF HIGHER SECONDARY EDUCATION, ODISHA

C/2, PRAJNAPITHA, SAMANTAPUR, BHUBANESWAR-751013.

TENDER DOCUMENT

1. SCOPE OF WORK AND GENERAL INSTRUCTIONS TO THE BIDDERS

It has always been the effort of the Council to evaluate answer scripts with sincerity adapting all fair means and accordingly implemented the modern technology to execute the evaluation, tabulation and result publishing activities in due time with accuracy, so as to enable the students of Odisha to compete with rest of the world. This year, Council has implemented e-valuation process to evaluate answer scripts of science stream for accuracy, fairness and remove all possibility of human errors and succeeded in it's efforts. Further, the Council has provided web enabled link for downloading of soft copy of the answer scripts to the students of Science Stream, those who have applied for a re-checking/re-addition of their answer scripts in very short time. Now, in a way forward in this regard, the Council has taken a decision to provide the answer scripts in a soft copy form to the e-mail ID of the students of other Streams (where E-evaluation is not adopted), those who have applied for a re-checking/re-addition of their answer scripts. Under these circumstances, Council invites tender for SCANNING/DIGITIZING/ STORAGE/ INTEGRATED RETRIEVAL OF EVALUATED ANSWER OF ANNUAL HIGHER SECONDARY EXAMINATION, 2015 and the broad scope of work includes the followings,

- Scanning of answer scripts: The evaluated answer scripts required to be scanned by using the book scanning technology and storing of the soft format of the answer scripts in the bidder's own data center with roll number as the key. Trimming, tearing or cutting of the answer scripts/pages is not permitted.
- Once the answer book is scanned the same needs to be indexed page wise and uploaded with the key.
- If Re-addition/Re-checking of the answer scripts results in change of original marks, the same answer scripts is required to be scanned again with above procedures.
- Once the data is provided to the bidder, the bidder should provide the down load link to the student and send an e-mail from an official e-mail ID of the council for the student to down load the answer book.
- An SMS alert is also to be sent to the student in his/ her cell number to inform that the link has been provided.
- Once the web based link to download the answer script sent to the e-mail ID of the student, status report of the mail (delivered or not) is to be communicated to competent authority of the CHSE & corrective measures to be taken to resend the mail.

1.1 The successful bidder, after receiving the Evaluated Answer Scripts from the Council, shall provide proper receipt, to the Council. The Council will provide the answer scripts only to an authorized staff of the successful bidder deputed for receiving the answer scripts on day to day basis.

1.2 It shall be the responsibility of the successful bidder to ensure that the answer scripts handed over are kept in a proper condition maintaining absolute confidentiality and ensure that no answer book is soiled/lost/misplaced/damaged etc.

1.3 The workflow of Digitization area will be formulated and finalized by the council so as to synchronize it with the functioning of other Sections of the council.

1.4 The entire process of scanning and digitization shall be made under the direct supervision of an officer authorized by the Council.

<u>The process of scanning/digitizing of the answer scripts shall include the following:</u>

The successful bidder is required to prepare the answer scripts for scanning/digitization.

Trimming, tearing or cutting of the answer scripts/pages is not permitted.

The scanning of the pages is required to be in mono (line art), grey-scale prescribed by the council.

Scanning/digitization of each page is required to be done with proper image processing and quality control which shall include cleaning, spot reduction etc. to ensure proper readability of the final output.

The scanned/digitized data is required to be stored in searchable PDF/A format. The bidder must have his own storage space in his Data Centre, where he can store the above data, at least for one year.

The PDF/A is required to comply with the following specifications:

PDF/A format is required to be ISO 19005-1:2005 or later;

Scanned/digitized data is required to be transferred to Server/SAN Storage/Data Centre(s) etc. periodically (to be specified by the Council), in a secure manner with additional/secondary backup of the digital record.

Important Instructions

Sl.No.	Description	
1	Tender fee (Non-refundable)	Rs. 1000/- (Rupees One Thousand) only by Draft/Banker's Cheque issued by a Nationalized Bank.
2	Earnest Money (to be submitted with the Bid)	Rs. 10,000 (Rupees Ten Thousand) Demand Draft/Banker's Cheque from Nationalized Bank.
3	Period of completion of work	Thirty Days from the date of handing over of answer scripts
4	Date of Publish of Bid Documents	28/06/2016
5	Issue of Corrigendum (if any)	13/07/2016
6	Last date and time for submission of Bids	21/07/2016 (4-00 pm)
7	Date and time for opening of Technical Bid(s)	22/07/2016 (11-00 am)
8	Date and time of presentation(s) by the technically eligible Bidder(s), if required.	22/07/2016 3.00 p.m. onwards
9	Date and time for opening of Financial Bid(s)	23/07/2016 (11-00 am)

1.5 "The Council of Higher Secondary Education, Odisha" is hereafter referred to in short as "the Council" in the tender document.

1.6 Sealed tenders are invited in two Bid systems from reputed and eligible Bidders for award of contract for scanning/digitizing/storage/integrated retrieval of the evaluated answer scripts stored at the Council, on actual work basis.

1.7 The Bidders may contact the Controller of Examination, Council of Higher Secondary Education, Odisha for any enquiry relating to the tender/work.

1.8 The approximate number of answer scripts required to be scanned/digitized/ stored/retrieved at the Council is **15,000** and each answer book consists of 32 (Thirty two) pages. The total number of answer scripts may increase or decrease but the payment shall be made for actual number of answer scripts provided by the council.

1.9 The Bidder is required to set-up its own scanning/digitizing, indexing, storage, integrated retrieval and other ICT infrastructure facilities, UPS, furniture, etc. with good

quality book scanners of high speed scanning capability in the space to be specified by the Council. Under no circumstances the bidder will be allowed to cut the answer scripts and re-stitch or staple them.

1.10 The Bidder is required to ensure that the items/equipments used for scanning/ digitizations are state of the art and tamper-proof.

1.11 Work place and Electricity required for the set-up of the Digitization Centre will be provided by the Council without cost to the successful bidder. However the bidder is required to make arrangement for electrical fixtures, uninterrupted power supply by way of installing UPS and Diesel Generator sets at his own cost. The council may provide space to install power conditioning equipment either inside the building or outside the building as the case may be based on the requirement.

1.12 No Hardware/Software will be provided by the Council. The successful Bidder is required to install all the necessary hardware/software for scanning/digitizing/storage/integrated retrieval of the answer scripts along with high speed wire line or wireless connectivity at his owns cost.

1.13 The Bidder should either be an ITeS Organisation/ Institutions/ Firms/ PSU/ Company registered/incorporated under the Companies Act 1856 with proven track record in the field.

1.14 Consortium in any form for any job or part of project is not allowed for this particular bid.

1.15 The Bidder is required to have adequate experience in scanning/ digitizing, indexing, storage and integrated retrieval service in education sector either central or state for over last two years.

1.16 The Bidder should have at least ISO 19005-1:2005 or above certification.

1.17 The software solution provided must be owned by the Bidder.

1.18 The Bidder must have an annual turnover of not less than **Rs. 1.00 Crore** (Rupees One Crore) only in each of the preceding three financial years (i.e. FY , 2013-14, 2014-15 and 2015-16) and the audited balance sheet of the relevant period is required to be submitted by the Bidder.

1.19 The bidder should have undertaken scanning and digitization of over One Lakh answer scripts (scripts having minimum 20 pages) either from any institution in the state or outside the state within last two academic years, i.e. year 2013-14 and 2014-15.

1.20 Over-writing/over-typing or erasing of figures in the tender documents submitted is not permitted and shall render the Bid invalid.

1.21 The Council, in its discretion, reserves the right to reject all or any of the Bids without assigning any reason.

2. Procurement of Tender Document

The Tender document can be downloaded from www.chseodisha.nic.in However bidder must pay Tender fee of Rs.1,000/- (Rupees One Thousand) only in the form of a demand draft/banker's cheque drawn on any nationalized bank in favour of **"Finance Officer, Council of Higher Secondary Education, Odisha "** payable at **Bhubaneswar, Odisha**. The draft towards Tender document fee should be attached along with Technical Bid. Bids without Tender fee shall be summarily rejected.

3. Amendment of Tender Document

At any time till 7 days before the deadline for submission of bids, C.H.S.E may, for any reason, whether at own initiative or in response to a clarification requested by a prospective

Bidder, modify the bidding document by amendment. All the amendments made in the document would be published in www.chseodisha.nic.in All such amendments shall be binding on all the bidders. The bidders are also advised to visit the aforementioned websites on regular basis.

4. Venue and Deadline for submission of Tender.

Tender must be submitted to the Secretary, Council of Higher Secondary Education, Odisha, C-2, Prajnapitha, Samantapur, Bhubaneswar-13, not later than scheduled dates specified. Any tender received by C.H.S.E after the deadline will be summarily rejected. C.H.S.E shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

5. Earnest Money Deposit (EMD)

The bidder shall furnish a refundable EMD of Rs. 10,000/- (Rupees Ten Thousand) only in the form of a demand draft/banker's cheque drawn on any nationalized bank in favour of **"Finance Officer, Council of Higher Secondary Education, Odisha "** payable at **Bhubaneswar, Odisha**.***The bid will be disqualified if the EMD is not submitted along with the Technical Bid.***

Unsuccessful bidder's EMD will be released as promptly as possible after the award of the contract to the successful bidder. The successful bidder's EMD will be released upon signing of the contract and deposit of Performance Bank Guarantee (PBG). No interest will be payable on the amount of the EMD.

The EMD may be forfeited in the following cases:

- If bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
- If a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of C.H.S.E regarding forfeiture of the EMD shall be final & shall not be called upon question under any circumstances,
- In the case of a successful bidder, if it fails within the specified time limit to accept award of work/ to sign the agreement or/and furnish the required PBG / to transfer the data bank and software to C.H.S.E (O), after the expiry of the engagement.
- If the bidder violates any of such important conditions of this Tender document or indulges in any such activities as would jeopardize the interest of CHSE in time finalization of this bidder or fail to deliver the service during the execution of work as per work order.

6. Preparation of Technical Bid

6.1 Procedure for submission of Bids

There will be a **Two Bid System** for this Tender:

- **Cover 1**– **Technical Bid** – Filled in Technical Bid in the prescribed proforma with required enclosures duly singed by the authorized person forms the Technical Bid. Tender document (from page-1 to 16) duly signed by authorised representative of the bidder should be included as part of Technical Bid, indicating the acceptance of terms and conditions set forth in this Tender.

- **Cover 2** – **Financial Bid** – Financial Bid should quote the price in Rupees per each number of answer script for all the work as per the work defined in the "scope of work".

  Both the covers should be sealed super-scribing "Technical Bid" and "Financial Bid" respectively. Both these sealed envelopes should be kept in a third bigger sealed envelope super scribing at the top **"TENDER FOR DIGITIZATION OF EVALUATED ANSWER "** and shall bear the submission address, reference number and title of the Tender. The cover thus prepared should also indicate clearly the name, address and telephone number of the bidder. All the original bids shall be signed by authorized person of the bidder. All pages of the bid, where entries or amendments have been made, shall be initialled by the person or persons signing the bid. **All the letters/certificates/documents to be attached with the Bid document must be signed with date.**

  C.H.S.E shall not be responsible for misplacement, losing or premature opening if the outer envelope or envelopes of any of the bids are not sealed and/or marked as

stipulated. This circumstance may be a reason for rejection. If the tender is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the tender non-responsive.

Note

- The bidder shall submit the tender as per the bid formats
- Prices should not be indicated in Technical Bid but should only be indicated in the Financial Bid. Any deviation shall lead to rejection of the proposal.
- All pages of Tender documents shall be initialled and stamped

6.2 Authentication of Bid

All the documents of the bid shall be signed by the bidder or a person(s) duly authorized. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid.

6.3 Language of the proposal/bid

The bids, and all correspondence and documents related to the proposal exchanged by the bidder and C.H.S.E shall be in English. Supporting documents and printed literature furnished by the bidder may be in any language other than English provided they are accompanied by an accurate translation of the relevant passages in English language. Supporting material, which is not translated in English, will not be considered for evaluation. For the purpose of evaluation and interpretation of the bid proposal, the English language translation shall prevail.

6.4 Proposal Validity

The bids shall be valid for a period of minimum "SIX MONTHS" from the date of submission of the bid. On completion of the validity period (6 months), if required, C.H.S.E may solicit the bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing by post or email.

6.5 Bid Prices

The Bidder shall indicate price in the prescribed format, the unit rates/prices for the total services, as prescribed in the scope of the work of the Tender documents, per answer script it proposes to provide under the contract.

6.6 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid, and C.H.S.E will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

7 Right to Accept and Reject the Bid

Notwithstanding anything contained in this document, C.H.S.E reserves the right to accept or reject any bid/s. C.H.S.E also reserves the right to cancel the bid process at any time prior to signing the contract and will have no liability for above-mentioned actions.

8 Corrupt or Fraudulent Practice

In the event of the bidder engaging in any corrupt or fraudulent practices during the bidding process, by the judgment of the C.H.S.E, the bid will be rejected. For the purpose of this clause:

"Corrupt Practice" means offering, giving, receiving or soliciting of anything of value to influence the action of C.H.S.E in the selection process. It also includes bringing undue influence through any quarter or interfering directly or indirectly in the selection process to affect its outcome.

"Fraudulent Practice" means a misrepresentation of facts in order to influence selection process to the detriment of C.H.S.E.

9. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

10. Resolution of Disputes and Arbitration

- C.H.S.E and the selected bidder shall make every effort to resolve amicably by direct informal negotiation, if any disagreement or dispute arising between them under or in connection with the Contract.
- If, after thirty (30) days from the commencement of such informal negotiations, C.H.S.E and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996.

All Arbitration proceedings shall be held at Bhubaneswar, Odisha, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

11. Tender Opening and Evaluation Criteria

11.1 Evaluation Committee(s)

The Evaluation Committee constituted by C.H.S.E shall evaluate the submitted proposals. The decisions of the Evaluation Committee in the evaluation of the Technical Bid and Financial Bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee. The evaluation of the Tender will be carried out in two stages:

11.2 Technical bid opening and evaluation criteria

The Technical Bid documentation furnished by the bidder shall be examined prima facie to substantiate the compliance with the bidder's eligibility criteria in terms of organizational, financial and technical experience etc.

Prior to the detailed evaluation of proposals, C.H.S.E and/or its nominees will determine whether

- Tender document fee has been submitted,
- Requisite EMD has been submitted,
- The proposal has been properly signed;

In case the proposal is not accompanied by the requisite Tender fee, EMD, and/or it has not been properly signed and/or there is a discrepancy between the items on the criteria and the actual documents/material submitted, C.H.S.E reserves the right to declare the bid invalid.

11.3 Eligibility criteria

Serial No.	Eligibility requirement	Documents required
1	In case of company, it must be registered under the companies act 1856 in India	Copy of the Registration Certificate issued by the Registrar of Company
2	ISO 19005-1:2005 or later	A Copy of the ISO certificate
3	The bidder should have been profitable for last three financial years viz: F.Y 2013-14, F.Y 2014-15 & F.Y 2015-16.	A copy of the certificate from the Chartered Accountant of the company with year wise profits
4	The bidder should have either the registered office or branch office either in Bhubaneswar or in the state of Odisha	A copy of the registration certificate under shop and Financial act or a copy of the public utility bill in the name of the company or a bank statement with the name and address of the company
5	The Tender Fee by way of either demand draft or by way of banker's cheque of Rs. 1,000/- enclosed in the pre-qualification document	The Tender fee should be placed in the Technical Bid envelop as per the requirement by way of the instrument prescribed in the Tender document
6	The EMD should have been paid by way of either DD or Banker's Cheque of Rs. 10,000/-	The Tender fee should be placed in the Technical Bid envelop as per the requirement by way of the instrument prescribed in the Tender document

Signature & Seal of the Bidder

7	The bidder should have experience in scanning (book scanning) of over 1 Lakh answer scripts of minimum pages of 20 of over last two years either in Odisha or anywhere in the country.	Work completion certificate from the Client of the bidder with the quantities mentioned clearly.
8	The bidder should have average annual turnover of Rs. 1.00 Crore only from ITES business for over last three financial years of F.Y 2012-13/2013-14/2014-15.	• Copy of the audited Balance Sheet and Profit & Loss statements of the company as on 31st Mar 2014. • Chartered Accountant certificate for Net-worth.
9	The Bidders should neither have been Debarred / blacklisted for the last five years by the Central/State/Govt. Department/ Universities/Educational Institutions/ Organization etc. nor should have any litigation enquiry pending with any of these Department or Court of Law with regards to the works executed by it in the last five years.	A self-declaration certificate either by the authorized signatory of the company or any officer of the Law department of the company.

The Bidders who fulfill the above mentioned criteria shall be considered for Technical bid evaluation.

11.4 Financial bid opening and evaluation criteria

Based on the results of the technical evaluation, C.H.S.E will then proceed to open and evaluate the Financial Bid of the technically eligible bidders. The Financial bid evaluation will take into account the information supplied by the bidders in their Financial proposal.
The bidder would provide the Financial bid in the format provided. The price would be inclusive of all taxes, duties, charges and levies etc. as applicable.

11.5 Evaluation criteria for Financial Bid

The bidder having lowest overall financial quote shall be declared as L1. The prices, once offered, must remain firm and must not be subject to escalation for any reason whatsoever within the period of validity of the bid and subsequent contract, if any.

11.6 Award of Contract

After evaluation of all accepted tenders by the Evaluation Committee, a contract may be awarded to the successful bidder whose financial quote is the lowest (L1) and would consider it as substantially responsive as per the process outlined above. C.H.S.E reserves the right to award a contract in whole or in part if it is in its best interests to do so.

11.7 Notification of Award

Prior to the expiration of the validity period, C.H.S.E will notify the successful bidder in writing or by fax or email, that its tender has been accepted. In case the Tendering process / public procurement process has not been completed within the stipulated period, C.H.S.E, may like to request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract.

11.8 Performance Security

Within ten days of Notification of "Award of the Contract" the company shall furnish Performance Security to C.H.S.E @ 10% of the total value of the Contract by way of irrevocable and unconditional Bank Guarantee in favour of C.H.S.E for one years and one month (i.e. one month beyond the warranty period). The proceeds of the Performance Security shall be payable to C.H.S.E as compensation for any loss resulting from the bidder's failure to fulfill its obligations under the terms and conditions of this tender. Failure of the successful bidder to comply with the requirements shall constitute sufficient

ground for the annulment of the notification and forfeiture of the EMD in which event, the C.H.S.E may award the contract in accordance with its prescribed rules.

The successful Bidder shall be required to enter into a contract (Master Services Agreement and/or Service Level Agreements in the form provided in the Tender document, incorporating all agreements between the Parties, including any agreements reached during the negotiation process, if any) with C.H.S.E, within seven (07) days of the award of the contract or within such extended period, as may be specified by the Authorized Representative of C.H.S.E.
This contract shall be on the basis of this document, the Bid of the bidder, the letter of intent and such other terms and conditions as may be determined by C.H.S.E, to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

11.9 TERMS OF PAYMENT

11.9.A Bills may be raised by the successful Bidder at the end of the execution of the work.

11.9.B Work should be performed by the successful Bidder in accordance with the time schedule specified in the contract. In case of any delay in the execution of the work by the successful Bidder, it will be open to the Council to impose penalty.

11.9.C If the work has been performed as per the agreed terms, payment for scanning/digitization/storage/integrated retrieval under the contract will be made within 30 days from the date of submission of the invoice after deduction of the statutory deductions as per the prevailing rule and law of the country.

11.9.D The successful Bidder will bear all the applicable taxes and deduction shall be made from the payment at the applicable rate as per the provision of law.

11.10 Failure to Agree with the Terms and Conditions of the Tender

Failure of the successful Bidder to comply with the Terms and Conditions of the Tender shall constitute sufficient grounds for the annulment of the award, in which event C.H.S.E may award the Contract to the next best value Bidder or call for new Bids.

11.11 Single point of contact for Support:

Bidder has to provide details of single point of contact viz. designation, address, email address, telephone /mobile No. Escalation matrix for support should also be provided with full details. The Bidder should have local presence in Bhubaneswar.

11.12 Conflict of Interest

The bidder shall disclose to C.H.S.E in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the ICO or the Implementation Agency's Team) in the course of performing the Services as soon as practically possible after it becomes aware of that conflict.

11.13 Force Majeure

- Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

- The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. C.H.S.E will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the ICO in performing any obligation as is necessary and proper to negate the damage due to projected force

majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above. In case of a Force Majeure all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

11.14 Modification

Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

11.15 Jurisdiction of Courts

Courts at Bhubaneswar will have exclusive jurisdiction to determine any proceeding in relation to this Contract.

11.16 IT Act 2000 & ITAA (2008)

Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act 2000, IT Amendment Act 2008 and any other guidelines issued by GoI from time to time.

12 TECHNICAL BID DOCUMENTATION REQUIREMENT.

Undertaking by the Bidder: In their company letter head duly signed by the authorized signatory.

The Secretary, **Date:**
Council for Higher Secondary Education, Odisha,
Bhubaneswar.

Subject: Undertaking of genuineness of the documents submitted along with the Technical Bid.

Dear Sir,

I the authorized signatory of the company_____ do here by undertake to state that the documents submitted in the bid document no_____ are genuine in its nature and there has been no malpractice or any other means adopted by us in furnishing the documents.

During the course of the evaluation, if any document found to be fabricated or manufactured by any fraudulent means, our Tender document will be rejected and the earnest money submitted along with this Tender will be forfeited summarily.

Yours very truly,

For _____

Name of the authorized signatory

Designation with seal.

P:S: It is hereby requested to all the bidders to put the Tender Fee and the EMD demand drafts in either in a separate envelop or in the same envelop of the Technical Bid. If the DDs are placed in any other envelop other than the Technical Bid shall be considered as non compliance to the pre-qualification requirement of the Tender and the bidder may be deprived of further processing of their Tender document.

 Signature & Seal of the Bidder

13 TECHNICAL BID PROFORMA

Part – I: General Information

(To be filled by the Bidder)

Sl. No.	Description	Information to be furnished by the Bidder
1	Description/name of the Bidder	
2	Year of establishment/ incorporation	
3.(a)	Whether proprietorship/ partnership/ limited company etc.	
3.(b)	Name(s) of the Proprietor/ Partner/ Managing Director etc.	
4	Postal address Contact number(s) Fax, e-mail	
5	Whether the Bidder has any office or branch in Bhubaneswar & in the State of Odisha? If so, give details with complete Address, contact person & contact number(s).	
6	Number of similar nature of works undertaken in the past with names of Institutions (brief description of work to be mentioned with work order and satisfactory completion certificate of the competent authority)	
7	Details of single largest order for similar nature of works completed/executed during the preceding three financial years (i.e. F.Y 2013-14, 2014-15 and 2015-16)	
8	Turnover for the last three financial years: (a)2013-2014 (b)2014-2015 (c) 2015-2016 Year wise audited Balance Sheet is required to be attached with the relevant Work Orders.	
9	Details of the existing clients is required to be enclosed with this Performa in the following format: (a) Name of the Company / Organization / office (b) Contact person with telephone number and e-mail. (c) Contact period : (d) Copy of Work order / completion certificate is required to be enclosed.	
10	Whether the Bidder is executing or has performed work of a similar nature for other Examination conducting bodies or school boards or councils, and if yes, give details.	
11	Whether the Bidder is empanelled with a Government undertaking/ Government organization / Public Sector Undertaking and if yes, give details.	
12	Whether the Bidder has ever been black listed and if yes, give details.	
13	Whether any criminal case is pending against the Bidders/their Partners/ Directors/ Agents. Before any Court and if yes, give details.	
14	The Bidder is required to furnish the following details with proof: (a)PAN number (b) Central Sales Tax / state Registration Number	
15	Bankers' Name and address.	
16	Income Tax returns of the preceding three financial years (i.e. FY 2012-13, 2013-14 and 2014-15) is required to be attached	
17	Any other information which the Bidder considers appropriate is required to be furnished for the purpose of this Bid.	

Date:
Place:

Authorized Signatory
(Name & designation)
Seal

Signature & Seal of the Bidder

14 TECHNICAL BID PROFORMA

Part – II : Technical Details

(To be filled by the Bidder)

Sl.No.	Description	Information to be furnished by the Bidder
1	Details of the Computers, Hardware, Equipment, the Bidder intends to install.	
2	Details of the Scanners (make, model, scanning/ digitization speed, duty cycle and other features) the Bidder intends to install.	
3	Details of Networking proposed to be established by the Bidder.	
4	Number of technical persons proposed to be engaged by the Bidder for scanning/digitization/storage/ integrated retrieval with details of their educational qualifications, experience, functions, etc.	
5	Number of non-technical persons proposed to be engaged by the Bidder with details of their educational qualifications, experience, functions, etc.	
6	The amount of space/area required by the Bidder for execution of the scanning / digitizing/storage/ integrated retrieval.	
7	Proposed output per day in terms of number of pages to be scanned/digitized, indexed, stored and retrieved.	
8	Detailed methodology with stage wise information about the processes, procedures and methods proposed to be employed by the Bidder for providing a complete solution of the entire project with work flow chart.	
9	Risk analysis and its management for the project.	
10	Maintenance and technical support services the Bidder intends to provide.	
11	Process for handing over the scanned/digitized data to the council.	
12	The Bid shall specify the following: Technical Specifications and quality standards of the work to be accomplished; Technical Specifications of the equipment to be used for accomplishment of the work.	

Date: Authorized Signatory

Place: (Name & designation)
Seal

15 FINANCIAL BID PROFORMA

(To be filled by the Bidder)
In the Bidder's Letter Head

Sl.No.	Particulars	Unit Price (inclusive of all taxes)
1	Rate per answer book (all inclusive)	

Date:

Place:

Authorized Signatory

(Name & designation)
Seal

Signature & Seal of the Bidder

Annexure – I
PERFORMANCE BANK GUARANTEE PROFORMA

(To be executed on Non-Judicial Stamp Paper of Rs. 100/- or such higher value as per the Stamp Act of the State in which the Guarantee is issued. Stamp Paper shall be in the name of the Bank issuing the guarantee.)

Bank GUARANTEE NO. : DATED:

Dear Sirs,

1. THIS DEED OF GUARANTEE made on this ..... day of ……. 20_____ between the Council of Higher Secondary Education, Odisha, Bhubaneswar.

   (Here in after called as the "Council" which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the first part and the.....

   (Here in after called the "Bank" which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the second part.

2. Whereas a contract dated ..... has been executed between the Council of Higher Secondary Education and _____ having its registered office at _____ (hereinafter referred to as "Bidder") for scanning/digitizing/storage/integrated retrieval Answer scripts, as per the schedule mentioned in of the contract and for providing service support as per the terms and conditions of the contract.

   AND WHEREAS as per clause ___ of the contract, the Bidder has to furnish a Performance Bank Guarantee of 10% of the total Work Order Value i.e. Rs..... (Rupees ..... only) valid for a period of six months beyond the completion of the project duration of one month as and by way of security for the satisfactory completion of scanning/digitizing/ storage/integrated retrieval of the Answer Scripts and for providing service support as per the terms and conditions of the contract.

   AND WHEREAS on the request of the second party, the Bank executes these presents.

3.0. THIS DEED WITHNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

3.1. The Bank hereby guarantees to the Council of Higher Secondary Education, Odisha that the …..... (Name of the Bidder) is capable of executing the contract to the satisfaction of the Council. In the event of non-satisfactory performance of the contract, the Bank shall indemnify and keep the Council indemnified to the extent of 10% of the total Work Order Value i.e. Rs.....

(Rupees ..... only) valid for a period of six months beyond the completion of project duration of one month against any loss or damage that may be caused to or suffered by the council on account of such non satisfactory performance of the contract and the decision of the council in this regard will be final and conclusive.

3.2. In consideration of the aforesaid clause 3.1 and at the request of the second party, we the Bank hereby irrevocably and unconditionally guarantee that the second party shall perform in an orderly manner its contractual obligations in accordance with the terms and conditions set forth in the contract and in the event of the second party's failure to do so, the Bank shall unconditionally pay to the Council of Higher Secondary Education, Odisha on demand, any amount up to the value mentioned in clause 3.1, without any reference to the second party and without questioning the claim.

3.3. In the event of non-satisfactory performance of the contract, the decision of The Council in this regard shall be final and conclusive and binding on the Bank without demur. The Bank shall pay forthwith the amount demanded by the Council not withstanding any dispute, if any, between the Council and the second party.

3.4. The Bank further agrees that the guarantee herein shall remain in force during the period mentioned in Clause 3.1 above and also any extended period provided by the Council beyond the aforesaid period.

3.5. This Guarantee shall not be affected by any change in the constitution, amalgamation, absorption or reconstitution of the second party or the Bank.

3.6. The Bank undertakes not to revoke this guarantee at the instance of the second party for any reason whatsoever.

3.7. The Bank further agrees that in order to give full effect to the Bank guarantee, the Council shall be entitled to act as if the Bank were its principal debtors in respect of its claim against the second party and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with this Guarantee.

Notwithstanding anything herein above, liability of the Bank under this guarantee is restricted to Rs. ..... (Rupees ..... only) and it will remain in force up to the period specified in Clause 3.1 unless a suit to enforce any claim under the Guarantee is decreed against the Bank before the period specified in Clause 3.1.

Date: Authorised Signatory

Place: (Name & designation)
Seal