

Tender Document

For

Scanning of Old Land
Records of Pune District

Government of Maharashtra
Office Settlement Commissioner and Director of Land Records
(Maharashtra State) Pune.

Date : /1/2009

To,

Sub. : Tender for Scanning of Land Records of Pune District.

I am directed to state that Settlement Commissioner and Director of Land Records (Maharashtra State), Pune invite sealed tender from authorized dealers/software developers/firms engaged in data entry operation for development of software, procurement of hardware and also for scanning of document project for the use in record management system of different Tahasildar and Taluka Inspector Land Records offices in Pune district.

1. Project Requirements – Annexure “A”
2. Commercial aspects – Annexure “B”
3. Evaluation criteria – Annexure “C”
4. Terms and conditions of quotations of tender

Vendors will submit bids in two separate envelopes. The two bids will be technical bid (i.e. T - Bid) and Commercial bid (i.e. C – Bid). These two envelopes should be sealed in one big envelope. Each envelope must be suitably marked to indicate the type of bid.

Important dates

- i. Date and time for acceptance of tender –
- ii. Date and time of opening of tender –

If you are interested you may kindly send your rates for above said items separately to the undersigned on or before the stipulated date and time in a sealed cover separately containing heading “Tender for scanning of old Land Records of Pune District” project .

Settlement Commissioner and
Director of Land Records (Maharashtra State) Pune.

Form No. :
Sold to :

GOVERNMENT OF MAHARASHTRA

OFFICE OF THE
SETTLEMENT COMMISSIONER AND DIRECTOR OF LAND
RECORDS (MAHARASHTRA STATE) PUNE

TENDER CONDITIONS

FOR

SCANNING OF OLD LAND RECORDS OF
PUNE DISTRICT.

UNDER CLR 100% CENTRALLY SPONSCERED SCHEME

Tender No. : **Comp-217/S-1/2008**
Pre bid meeting : **28-1-2009 at (12.00 p.m.)**
Last Date of submission : **29-1-2009 at (16.00 p.m.)**
Date of Opening of Tender : **30-1-2009 at (12.00 p.m.)**

Sr. No.	Item	Cost of Tender Form	E.M.D
1	Scanning of old Land Records of Pune District.	Rs. 2000/-	Rs. 5000/-

PLACE OF RECEIPT : Office of the Settlement Commissioner and
Director of Land Records (Maharashtra State) Pune.
2nd floor, New Administrative Building,
Opp. Council Hall, Pune – 411 001

TO BE USED ONLY BY THE PERSON/FIRM TO WHOM SOLD

Form No.
Sold to

LETTER

(To be returned in original along with Envelope - I to be placed in a master envelope)

To,
Settlement Commissioner and
Director of Land Records
(Maharashtra State) Pune
2 nd floor, New Administrative Building,
Opp Council Hall, Pune -1

Sir,

I / We hereby accept the terms and conditions mentioned in the Tender for Scanning of old land records of Pune District. Under Computerization of Land Records - 100% Centrally Sponsored Scheme.

I / We agree that the offer shall remain open for acceptance for a minimum period of six months from the date fixed for opening the tender and thereafter till it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tender and sent by registered post or delivered at the office of such authority.

Demand draft No.(s) _____ dated ____/____/2009 for Rs. _____ payable at Pune in favour of Settlement Commissioner & Director of Land Records (Maharashtra State) Pune towards the earnest money is /are enclosed.

I / We understand that, the amount of earnest money will not bear interest and shall be liable to be forfeited to the Government if I/we fail (i) to keep the offer open for the period mentioned above and (ii) if this offer is accepted, fail to sign and complete the contract documents as required by the Settlement Commissioner and Director of Land Records (Maharashtra State), Pune or furnish the security deposit as specified under terms and conditions of the contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

Date :
Full Address :
letters. _____
with Telephone
& Fax No & Email address.

Name in block

Signature of the tenderer along with seal

C-BID FORMAT FOR COMMERCIAL BID

For Scanning of old Land Records of Pune District.

[TO BE RETURNED WITH THE TENDER]

Sr. No.	Description	Rate	Total pages per tehsil	No. of Tehsils	Total Cost
1	2	3	4	5	6
1	Scanning job work Legal size per page including data entry of Metadata		Approx. 8,00,000	2	
2	Scanning job work A3/Legal size per page including data entry of Metadata	cost of A3 = cost of A4/legal * 2	Approx. 1,00,000	2	
Total					

Note : Above cost shall include

1. **Development of application software as per SRS to be prepared by vendor and purchaser (General requirement of application software is given in Tender).**
2. **Hardware supply and installation at site required for storage and retrieval/printing of data as given below**

Sr. No.	Description	No. of Quantity per tehsil
1	Licenses copy of operating System and data base required for application software and storage of scanned documents	1
2	Server –“ As per Annexure D” brands register under DGS&D/Maharashtra State (DIT) Rate Contract, NICSII. - (capacity to store approx 1600000 scan pages in Tiff format per tahsil)	1
3	Client “As per Annexure E” brands register under DGS&D/ Maharashtra State (DIT) Rate Contract, NICSII - suitable to access and retrieve documents store on server.	2
4	Laser Printer - A4/Legal Size brands register under DGS&D/ Maharashtra State (DIT) Rate Contract, NICSII	1
5	Scanner -suitable scanner to scan A4/ Legal size and A3 size Land Record Documents	1
6	Communication device (8 Port switch)	1
7	UPS – (online, 6 hours backup with SMF batteries to run above hardware)	1

3. **No. of Tehsils and No. of pages likely to be increased or decreased without assigning any reason.**
4. **Payment will be calculated on the basis of actual work done in term of no. of pages.**
5. **Branded Hardware should be supplied of make mentioned in DIT/DGS&DG Rate contract.**
6. Inclusive of all types of taxes.

Name in block

Signature of the tenderer
along with seal

T-BID

FORMAT FOR TECHNICAL BID

For Scanning of old mutation and RoR Data of Pune District.

[TO BE RETURNED WITH THE TENDER]

Sr. No.	Particulars	Remarks
1	Name	
2	ISO certification	
3	Income Tax returns for last 3 years	
4	Services Tax returns for last 3 years	
5	No. of software engineers (attach list of names along with experience and PF no.)	
6	No of Technical Staff in scanning work available for this work at list 50(attach list of names along with experience and PF no.)	
7	Capacity of scanning A4/legal pages per day along with meta data entry	
8	Capacity of scanning A3 pages per day along with meta data entry	
9	Sufficient no of high end systems and scanners at least 50 each	
10	Turn over minimum 1 crore per year for last 3 years for such type of work done. The vendor should submit copy of Balance sheet along with certificate from CA specially mentioning the past 3 year wise revenue.	
11	Work experience for such volume of work, the vendor should have adequate experience in implementing the projects in the field of scanning, digitization and GIS	
12	Company infrastructure and existing in Maharashtra	
13	Details of project executed w. r. t. point 11 above in government sector, if any.	
14	Details of project executed w. r. t. point 11 above in other than government sector, if any.	

Note :

1. Attested Photo copies of above for proof should be attached.
2. Original copies should be provided at the time of opening tender.

ANNEXURE – A

1.1 Project requirements

a) Scanning Activity

The records to be scanned in Tehsildar office/ Taluka Inspector of Land Records office are 50 to 90 years old and are on paper media due to frequent handling for various purposes. They are in delicate condition. Since these are valuable legal documents of past it needs to be preserved in digital form. Hence vendor has to take great care while handling these documents.

▪ Following Records are to be scanned in Office of Tahasildar

1)Old Register of Mutation	A4/Legal Size	This is Village form no 6. This register shows the mutations effected in the Record of Rights.
2) Old Record of Rights and Register of Crops	A4/Legal Size	Village form no 7/12. Form no 7 shows the details of owner etc. Form no 12 shows the particulars of crops grown yearwise.
3)Old Register of holdings	A4/Legal Size	Village form no 8A. Asamivar Khatavani or Jamabandi Patrak
4) Any other document as Collector Pune may desire.	A4/Legal Size	

▪ Following Records are to be scanned in Office of Taluka inspector Land Records.

1)Gunakar book	A4/Legal Size	It is a tabular information prepared during the sub division measurement on ground. it shows details of sub divisions like owner, area etc
2) Akarphod patrak	A3 Size	It is a tabular information prepared after sub division of the holding. It shows details of sub divisions like area, assessment etc.
3)Kami Jast Patrak (K.J.P.)	A4/Legal Size	It is a tabular information regarding changes in area and assessment due to land acquisition measurement, non agriculture measurement, etc.
4) Akarband	A3 Size	Village form no 1 , It is a basic village form showing information about each survey no hissa no. like total area, total assessment, uncultivable area, type of land i.e, bagyat, , varkas, kharif , rabbi etc.
5) Consolidation Scheme 9(3), 9(4)	A3 Size	It is a statement prepared during consolidation work, which shows the information before and after consolidation.

6) Consolidation Jabab	A4/Legal Size	The statement of holders recorded during the consolidation of land holdings.
7) Field Book	Legal	It is the register prepared during consolidation scheme showing Sr.Nos., Hissa's and Names of Kabajedars.
8) Tippan	A3/A4	The measurement sketch of a Sr. No. not drawn to scale but showing the measurement.

- The scope of work includes scanning of about 8,00,000 pages (size A4 and legal) and 1,00,000 pages A3 (approximately) per Tehsil, No. of Tehsils covered will be decide by Settlement Commissioner and Director of Land Records (Maharashtra State) Pune.
- The document should be scan and stored with unique document identification (will be decided by department). And meta data relating to the document will be entered.
- Check-list of metadata entered will be generated and printed by vendor and verified by the department staff and corrections if any must be re-entered by vendor.
- Resolution for scanning – will be decided during POC.
- Prior to scanning activity vendor has to paste torn documents if required. If during scanning process binding of document is removed or loosens, the vendor has to make new binding for documents.
- Vendor should take great care that no document should be torned/damaged during scanning process. The suitable scanning technology/scanner should be used by vendor depending upon the physical condition of documents.
- The raster image of the scanned document should be stored in TIFF format *.TIF.
- The scan image should not be skewed or wrapped
- The scan image should be cleaned and de-speckled to remove noise
- No information from the documents or original contents should get erased or overwritten or lost in the process of cleaning the data.
- All scanning work is to be carried out in the premises of the Tehsildar Office, Taluka Inspector of Land Records or any place Collector/Superintendent of Land Records (SLR) may desire.

B) Application Software

- Application software for Scanning, Storage, Retrieval of Legacy Land Record Documents which are presently maintained, used from record room of Tehsildar and Taluka Inspector of Land Records Office.
- The application software should have provision for
 - a. Data Entry of additional Features, Access Key Definitions etc. for each document during scanning.
 - b. Role based access. The system must facilitate management of users and users access right and privileges.
 - c. Mechanism to search the document based on user defined Queries, parameters, Document identity etc.
 - d. View and print facility
 - e. Scope for entry of additional data
 - f. The application software should be web enabled.
 - g. Incorporation of Bio Metric authentication.
 - h. The software should have local language (Marathi) and unicode support.
- System requirement specification (SRS) will be prepared jointly by Vendor and Government Officials and will be duly accepted by competent authority.
- Software should be ready at the time of Proof of concept (POC). Data of one village should be taken for POC. POC should be shown by vendor before issuing work order.
- The Vendor will prepare desire specification, user manual (in Marathi) and all Technical documents as per SRS.
- After Scanning document should be stored in database as storage on Hard Disk will introduce security threats for the vital documents.
- The application should be developed on either open source platform (linux operating system – post gres SQL) or Microsoft platform with suitable database and should run on all standard browsers.
- Vendor should also provide details (name, version, etc) of system and any other software that will be used to develop the application.
- Subsequent to the application development vendor should handover all such software to user/government.
- Vendor should ensure cyber security for developed application. Third party certification will have added advantage.

- The software should facilitate adding scan data in a progressive manner, post implementation, while in use by the user. Facility to backup and restore the complete data without loss to be provided without redoing the whole process.
- The source code, design, technical documents of the software will be solely Intellectual Property Rights (IPR) with Revenue and Forest Department, Government of Maharashtra.
- The system should be able to generate reports as Collector/SLR desires. The scope of the reports should be finalized at the SRS stage only.
- The application should provide means of scanning documents of various sizes ranging from A4 to legal paper size and A3 paper size.
- Appropriate data compression techniques should be used by the vendor to minimize/optimize the storage space, without compromising the system performance and time for retrieval of information.
- The system should be able to generate output in hard copies as well as soft copies.
- Once a document is scanned, it should not be able to be removed from the archived data by any unauthorized person. An appropriate work flow for approval at suitable stages be incorporated for deletion of such data.
- Metadata for scanned document will be provided by the Vendor as per prescribed format by the Settlement Commissioner and Director of Land Records (Maharashtra State) Pune.
- Meta data available in CODISS system for Record room need to be entered for each document during scanning and storage.
- The software should be able to offer Indian language support with particular emphasis on Marathi Preferably Unicode.
- The vendor should design the application software package using latest available tools and technologies, standard process etc.
- The application should have web enable module to display the scanned data. The web module can be developed in open source or Microsoft Platform.

C) Verification and Validation

- The application should generate daily/weekly report indicating progress of scanning.
- 100% on screen validation to be done by vendor.
- Vendor will give printout of 3% of scanned document. Quality of output will be check by the department for its usefulness.
- Vendor will rescan the rejected document.
- Cost of printing daily/weekly report, 3% printout of randumly selected documents will be bared by the Vendor.

D) Supply of Hardware, license copy of operating system and databases.

- The vendor will make sizing of the server with high end chip set of CPU, adequate RAM, faster disk access speed over full load as well as enough storage for scanned data.
- The Vendor should supply and commission the hardware etc. as per C – Bid.
- The vendor will provide license copy of OS and Databases as quoted in Tender.
- The hardware specification given in Annexure – D and E are indicative and Vendor may modify them as per project requirement.
- Vendor should give 3 years on-site warranty for the supplied hardware.
- License copy of Anti virus software for server and client.

1.2 Other Aspects

- Considering the nature of information being scanned, work will be done in the premises of Tehsildar Office or as Collector may desire and Taluka Inspector Land Records Office.
- Requirement of minimum resolution and other technical features of the hardware should be indicated.
- Provide three years on site warranty, support for all the hardware and software supplied.
- Vendor should be ready to make annual maintenance contract for next three years after the warranty period.

- The work should be done at satisfaction of competent authority.

1.3 Personal to be deployed by the vendor.

- If the purchaser finds that any of the vendor's personnel have
 - (a) Committed serious misconduct or have been charged with having committed a criminal action; OR
 - (b) Has reasonable cause to be dissatisfied with the performance of any of the personnel.

Then the vendor shall at the purchaser's written request specifying the grounds therefore, forthwith provide as a replacement person with qualifications and experience acceptable to the purchaser. The vendor shall have no claim for additional costs arising out of /or incidental to any removal and/or replacement of personnel.

1.4 Vendor Responsibilities

- The vendor is required to design, develop, implement, test and commission the application.
- The vendor will provide 3 years maintenance support on the application developed and will be carried out modifications and error fixing if any without any additional cost.
- The vendor will have to deploy manpower (one person) having knowledge of system supplied, software developed etc. for the period of six months after completion of the job. The cost of the manpower will be beard by the vendor.
- The vendor will have to provide training to the users and system administrator of the purchaser on the proposed applications.
- The vendor must finalize the schedule of training in consultation with the purchaser, as described in details subsequently.
- The vendor responsibility as mentioned above is only indicative and shall carry out all other activities, required for successful and satisfactory completion of the project, as certified by the buyer.
- No data should be retained by the Vendor in any form (Scanned, paper, backup etc) Vendor should give certificate for the same.
- The scanned data should be ported on supplied hardware and application software.
- The vendor should take backup of scanned data on daily basis or as per strategy accepted by both vendor and the user.

- The vendor should provide scanned data in triplicate on DVD media or backup media/CBT after every two lacks scanned and verified document apart from data store on server.
- The vendor should bare all the day today operational costs like electricity bills towards UPS, fans, lights etc, furniture and allied items.

1.5 Purchaser Responsibilities :

- Acceptance of SRS
- Acceptance of POC
- Acceptance of software
- Evolve mechanism for handing over and receiving scanned documents, verification of scan documents.
- The Settlement Commissioner and Director of Land Records (Maharashtra State) Pune or his designated officer will provide required documents to designated personnel's of the Vendor for the purpose of scanning.
- The Settlement Commissioner and Director of Land Records (Maharashtra State) Pune or his designated officer will check for correctness of the developed package, any error in scanned data and the supplied hardware.

1.6 Training :-

- For each hardware and software component installed, the vendor is required to train free of cost the designated personnel to enable them to effectively operate and maintain the total system. The system users (approximately five) from each Tehsil office shall be trained continuously at least for five working days, to explain the basic functionalities of the system and how to use the system and how to use system. Training will also be carried out on aspects of maintenance and administration of the system, for designated personnel (about Three personnel). The vendor will carry out a one day workshop for the complete concerned staff of this office to explain them the system, its use and how to refer a scan document, query the system, report generation, data base backup and restore system administration etc.. The training for system maintainers and administrators should include complete training on all modules and at all levels. The details of the training program, Including scope of training and course were will be worked out during the system design phase.

- All arrangements for the above mentioned training are required to be made by the vendor. The purchaser would provide a class room for delivery of instructions to the trainees.
- The vendor shall provide adequate number of hard and soft copies of training courseware and training materials to the purchaser for future reference. Standard interactive demonstration and tutorial package for each training shall also be provided by the vendor for carrying our further off-line training.

ANNEXURE – B

2. COMMERCIAL ASPECTS

2.1 Service support during Hand Holding and warranty

- During the warranty period (First three years) the vendor will provide service support. The service support shall include technical support for the performance, functionality and operation of all supplied hardware application software etc, On receiving a complaint, the vendor will analyse the problem and invite the relevant technical experts. It is to be noted that no remote access/remote logging will be allowed by the Collector. to the vendor for the purpose of providing product support. Bug fixation and any defect observed in the software is to be fixed by the vendor during the warranty period. The developed patch is to be uploaded on all other soft wares implemented as well.
- Relevant documents from the OEM for support shall also be provided by the Vendor. If the OEM is providing higher warranty, the same is to be passed on the buyer by the vendor at no extra cost.

2.2 Patches and Upgrades.

The vendor shall be responsible for uploading of all patches/updates of the software supplied during the warranty and the hand holding period.

2.3 Uptime During Warranty and Hand Holding.

- An overall uptime of 95% would be maintained during the hand holding and warranty period. The scope of hand holding and warranty would be restricted to the stores, goods, software, services rendered and any other item supplied/provided by the vendor as part of the contract.
- **Penalty for downtime**
The purchaser may make a complaint about the equipment/service through letter, fax, e-mail, phone, SMS or any other means as the indenter/buyer thinks fit or convenient.
On receiving complaint about equipment/service, the service support partner will respond and repair/replace or provide required services within 24 hours if failed penalty shall be leaved Rs. 1000/- per day

2.4 Technical Bids :

- The information in the technical bid should be complete in itself facilitate full technical scrutiny. The vendor must volunteer all information required for this purpose. It must be borne in mind that no change to commercial bid, arising out of clarifications on technical bid, is permitted. The technical proposal submitted by the vendors should necessarily cover following details :

- Company profile and details of infrastructure available for support in terms of technical competence/skill, manpower domain skill set GIS capabilities, no. of machines (server, scanner etc).

2.5 Terms of Delivery and Payment :

- Payment Terms :- As per current practices, no advance payment is permissible. However, to ensure cash flow, commensurate with progress of the project and the deliverables, stage payment schedule is suggested in succeeding paragraphs.
- For Scanning and Metadata Entry :- After completion of every 2,00,000 documents, data has to be submitted in triplicate on DVD media and also stored on server, separate bills would be needed.
- The purchaser may at any time, by a written order given to the Vendor make changes within 15 days of the general scope of the contract in any one or more.

2.6 Commercial Bid

- The Commercial Bids are to correspond to the Technical Bids and contain all costing details as per the bill of material. Commercial bids of only technically qualified vendors will be considered. The information in commercial bid must be in unitized form so that commercial bid of all firms can be properly compared and L1 vendor can be clearly established. The Settlement Commissioner and Director of Land Records (Maharashtra State) Pune reserves the right to accept or reject any tender without assigning any reason. The Vendor cannot change the overall cost quoted in the original commercial bid. The format for submitting the commercial bids is enclosed.

2.7 Time Frame :-

The firm should ensure that the completion of the work **within 3 months** from the date of awarding of the contract.

2.8 Penalty Clause :-

If any of the terms and conditions of this contract are not adhered to on account of the proven negligence of the vendor or any default or misdemeanor on his part the vendor will be liable to pay a penalty for such lapse.

Penalty will be levied if following time schedule is not observed.

Sr.No.	Work to be done	Duration
1	Demonstration of POC as per satisfaction of Competent Authority	1 month
2	25% Job Work	every month

Rs. 5000/- per day penalty will be levied for delay of above work.
Rights to terminate the contract are reserved with Settlement
Commissioner and Director of Land Records (M.S.) Pune after giving
Notice of 15 days.

2.9 Acceptance of Tender

The Settlement Commissioner and Director of Land Records
(Maharashtra State) Pune does not pledge himself to accept lowest or
any tender and reserves the right of accepting the whole or any part of
tender or reject all the tenders.

ANNEXURE – C

3. EVALUATION CRITERIA :-

3.1 Vendor Evaluation

- The firm must have a turnover of not less than Rs. 1 crore in each of the last three financial years. For this purpose the last three financial year would be considered as the one ended on 31.03.2008.
- The Biding firm/Company must be a registered company under Indian Company Act 1956.
- Past Experience - The Vendor should have adequate experience in implementing projects in the field of scanning, digitization and GIS. The vendor must have implemented at least one project of at least this much volume of work involving scanning and archival of documents during last three years from the date of issue of this RFP. The vendor must have executed at least one project preferably for any Government Department.
- The vendor must have an established service base in Maharashtra.
- Capability of vender to complete this task in **4 months**.

3.2 Technical Evaluation

- Only those firms which qualify Vendor Evaluation will qualify for Technical qualification.

3.3 Commercial Valuation : Computation of L1 Vendor.

- Scanning cost per page includes cost of Hardware, Software, & Job work for Scanning and Warranty. This will be rate for L1 vendor.
- **NOTE – If L1 is unable to complete this project in 4 months, L1 fails to successfully carry out the POC, then L2 will be requested to match L1 rates and subsequent.**

STANDARD TERMS AND CONDITIONS OF CONTRACT (STACs)

Format for Performance Bond

1. Definitions :- In context of this document following definitions will apply :

(a)**Purchaser** :- The Purchaser is the Governor of Maharashtra acting through the authority issuing the purchase order. This term is synonymous to Buyer.

(b)**Consignee** :- The consignee is the authority specified in the contract to whom supplies are to be delivered.

(c)**Vendor** :- The vendor is the party to whom tender enquiry has been sent. The party may or not respond to the tender enquiry.

2. **Validity** :- The STAC as stipulated hereunder except to the extent agreed to the modified by the purchaser, in writing, shall supersede conditions stipulated by the Vendor.

3. Tender

4. The purchaser may reject a tender without assigning reason.

5. The purchaser may not accept the lowest tender.

Contract

6. The contract shall deem to have been concluded by the 'acceptance of tender' issued in the form of a purchase order. The acceptance may be communicated to the Vendor by fax or registered/speed post. The Vendor is required to acknowledge receipt of the acceptance within 3 days. However, non-acknowledgement on the part of the Vendor does not affect the 'acceptance of tender' or the conclusion of contract.

7. All communications by the Purchaser to the Vendor will be deemed to have been made is sent by fax, telex or registered/speed post to the number or address furnished by the Vendor.

8. The purchaser shall not be liable for any obligation, monetary or otherwise, that has not been expressly stated in the contract.

9. The Vendor shall deem to have indemnified the Purchaser against all claims by third parties relating to the contract, including but not limited to intellectual property rights.

10. The Vendor shall not disclose any information provided to him by the Purchaser except to the extent required to execute the contract.

Effective Date of Contract

11. The effective date of Contract will be the date on which the work order is issued.

Specifications

12. The specifications governing the item to be supplied will be provided with the tender enquiry as an enclosure. A quote received against a tender enquiry shall be deemed to commit the Vendor to those specifications.

13. Where an aspect is not covered in the specification, the Vendor shall be required to conform to the good quality standards that he had provided in the past to the Purchaser or to any other buyer.

14. The specification contained in the tender enquiry may be modified if requisite specifications are not available, by mutual consent in written before the contract is accepted.

Warranty :

15. For the purpose of this document, provisions applicable for warranty period. In general, the warranty will come into effect after the commissioning of the complete system and its subsequent acceptance by the user.

16. **Hardware :**

- (a) The Vendor shall warranty on the hardware for a period as specified by the OEM with a minimum period of one year, post successful completion of trials and commissioning of the complete system in totality. Onsite support shall be provided by the Vendor within the project cost, during the period of warranty. The vendor must pass on the additional warranty offered by the hardware OEM to the buyer at no extra cost if any.
- (b) In case of defects occurring to any component of server or client (Hard Disk, Motherboard etc) during the warranty period, the component is to be replaced by the Vendor free of cost. similarly, any Magnetic media rendered defective during the warranty period would be replaced free of cost within 15 working days.

17. **Software :** The Vendor shall stand warranty for the software; it's customization/modification etc. for a period of 3 years, post successful commissioning of the system and acceptance by the buyer. This is to ensure the performance of the system as a whole. The warranty extended by the software OEM will, by no way affect the warranty provided by the OEM. The vendor

will pass down the benefits and additional warranty provided by the software OEM to the buyer, at no extra cost. The software warranty will include product support post commissioning of the complete system. The scope of this warranty will cover debugging of the software, necessary updates and patch management, upgrades and data management.

18. **Uptime** : The vendor will provide the agreed uptime of the software and the system. Generally an uptime of 95% is to be provided by the Vendor. Generally, the uptime will be calculated based on the premise that 8 hrs a day, 5 days a week and 52 weeks in a year. This assumption may be modified based on user's specific requirements. Payment_towards any default will be adjusted against the performance guarantee deposited.

Penalty for downtime

The purchaser may make a complain about the equipment/service through letter, fax, e-mail, phone, SMS or any other means as the indentor/buyer thinks fit or convenient.

On receiving complaint about equipment/service, the service support partner will respond and repair/replace or provide required services within 24 hours if failed penalty shall be leaved Rs. 500/- per day

Price :

19. When quoting against a tender enquiry, all components of the price of such as the basic price and different types taxes and charges shall be listed separately. Where 'rates' are applicable, they shall be explained clearly.

20. The purchaser shall not be liable for any payment that has not been included in the tender.

21. The Vendor should quote to the Purchaser the lowest price at which he is supplying the hardware items though the cost will be all inclusive.

22. Payment Terms :

- **For Scanning and Metadata Entry :-** After completion of every 2,00,000 documents, data has to be submitted in triplicate on DVD media and also stored on server, separate bills would be needed.

Performance Bank Guarantee :

23. The vendor is required to furnish performance guarantee, **within 15 days of signing of the contract**, by the way of Bank Guarantee for an amount of 10% of the work order value payment valid up to successful commissioning of project i.e. after completion of scanning work and starting distribution of true

copies to public through this system The Bank Guarantee should be issued by the nationalized bank and confirmed by the SBI.

24. The Purchaser, based entirely on his judgment, may appropriate the performance guarantee deposit or make deduction from it should the Vendor fail to discharge any contractual obligation.

Quality :

25. The quality of the materials and job work delivered according to this contract shall correspond to the technical conditions and standards valid for the deliveries of the same.

Consignee's Right of Rejection :

26. Notwithstanding the fact that an item (hardware, software, data in server, data on DVD etc.) may have been inspected prior to dispatch, the consignee will have the right to reject, in whole or part, if it is observed that the item supplied does not conform to the specifications or has been damaged.

Arbitration :

27. In the event of any dispute arising out of the contract, it shall be referred to the sole arbitrator, Additional Chief Secretary / Principal Secretary , Revenue and Forest Department Government of Maharashtra or his nominee. The award of the arbitrator shall be final and binding on both parties to the contract.

Force majeure :

28. If either of the parties suffer delay in due execution of their contractual obligation due to the operation of one or more of the force majeure events such as but not limited to, act of God, War, flood, earthquake, strikes, Lockouts, fire, epidemics, riots, civil commotions etc. the agreed time for the completion of respective obligations shall be extended by a period of the time equal to the period of the delay occasioned by such events. On the occurrence and cessation of any such event, the party effected thereby shall give notice in writing to the other party. Such notices to be given within 15 days of occurrence/cessation of the event concerned. If the force majeure conditions continue beyond 30 days the parties shall mutually decide about the future course of action.

Liquidated Damages :

29. In the event of the Vendor's failure to submit the Bonds / Guarantees and Documents, supply of hardware, software, data in server, data on DVD etc. and services and conduct of trials, implementations of the solution, training etc. as per the schedule in the contract, the Purchaser may, at his sole discretion, will not release the balance 10% of payment until the completion of the contract.

Short Closure or Termination :-

30. The purchaser shall have the right to terminate or short close this Contract in part or in full in any of the following cases :-

- (a) The delivery of the item is delayed for causes not attributed to force Majeure for more than one month after the scheduled date of delivery.
- (b) The vendor is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes for force Majeure by more than three months.
- (d) The Purchaser has notices that the Vendor has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per the decision of Arbitrator.

31. Notwithstanding any provision contained herein, the Purchaser may, at any time after giving three written notices, at an interval of 15 days each may terminate the contract, in whole or in part by requiring the Vendor, to discontinue the performance of any or all of the services or work mentioned herein, in which case the Vendor shall have no claim against the purchaser, by reason of such termination except that the purchaser shall pay to the Vendor, all amounts due to the Vendor on account of works already completed by the time of issue of termination letter, but the purchaser shall not be liable to pay any bonus, damage or other claims of the Contract for loss of expected profit on or interest in the incomplete portion of the work and services provided that if at any time there is any change in the constitution of the Vendor's company, the purchaser will have the right to terminate the contract forthwith. The Vendor shall not be entitled to any compensation on this account but will be paid any payment due to as on the effective date of termination.

Risk Purchase :-

32. Should the Vendor fail to deliver an item (hardware, software, data in server, data on DVD etc.) within the contracted delivery period or repudiate the contract before the delivery date, the Purchaser, without prejudice to his right

to recover damages for breach of contract, may cancel the contract in part or in whole and may purchase elsewhere, on the account and at the risk and cost of the Vendor. The Purchaser shall be entitled to recover from the Vendor all costs incurred by the Purchaser during the Risk Purchase that are in excess of the costs he would have had to incur as per the original contract.

33. The purchaser shall have the right to ignore/terminate the tender of the original Vendor during the Risk Purchase. The manner of carrying out the Risk Purchase shall be entirely at the discretion of the Purchaser. However, the Purchaser shall server a notice of such purchase on the defaulting Vendor.

Law :-

34. Compliance with Statutory and Other Regulations.

- (a) The contract shall be governed by the Laws of India.

- (b) The Vendor and/or agencies shall in all matters arising in the performance of the Vendor conform, at their own expense, with the provisions of all Central or State Statutes, Ordinances or laws and the rules, regulations or bye-laws of any local or other duly constituted authority and shall keep the Purchaser indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule regulation or bye-law, etc.

- (c) The Vendor and/or agencies shall give all notice and pay all fees and taxes required to be given or paid under any Central or States Statutes, ordinances or other laws or any regulations or bye-laws of any local or other duly constituted authority in relation to the services of the contract.

35. **Jurisdiction** :- The contract shall be deemed to have been made at the place from where the purchase order is issued and only the courts of that place shall have jurisdiction to decide on any dispute arising out of the contract.

36. **Certificate Regarding Trojan, Trap Doors, Viruses etc.:** A Certificate in the following format is to be furnished by the vendor.

CERTIFICATE ON MALICIOUS CODE

(This certificate is to be rendered on company's letterhead)

1. This is to certify that the hardware and the software being offered as part of the contract does not contain any kind of malicious code that would activate procedure to :-

- (a) Inhabit the desired and the designated function of the equipment.
- (b) Cause physical damage to the user or his equipment during the operational exploitation of the equipment.
- (c) Tap information regarding network, network users and information stored on the network that is classified and/or relating to security.

2. There are no Trojans, Viruses, Worms, Spy wares or any malicious software on the system and in the software developed.

3. This firm is liable in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in embedded/shipped software.

(Signed)

Designation

Date :-

Name and address of firm

Place :-

Company Seal

(Authorised Signatory)

Place :- _____

Date :- _____

37. The Vendor, shall not permit or allow any information regarding the Work, off Supply/design or any other part of the contracted work to be published in any scientific, engineering or any other newspaper, periodicals or publications without first obtaining the written consent of the Purchaser.

Notices :-

38. Any notice required to or permitted by this contract shall be in written English Language and may be delivered personally or may be sent by FAX, TELEX, cable or registered pre paid airmail, addressed to the last known address of the part.

Preservation & Maintenance :-

39. The preservation of any item till its final installment and testing shall be the responsibility of the Vendor and the Vendor shall bear all expenses arisen out of this requirement.

Supervision of Installation, Commissioning & Performance Guarantee Test :-

40. The Vendor shall be responsible for satisfactory installation and commissioning of the items supplied / developed / customized and shall take full responsibility for the satisfactory performance of the items supplied by him, in accordance with the Technical Specifications.

Purchaser's and Sub-Letting of Contract :-

41. All property such as materials, drawing, documents, etc. issued by the purchaser or any other agency on behalf of the purchaser, in connection with the contract shall remain the property of the purchaser, and the Vendor undertake the due return of all such property so issued and will be responsible for any losses there to resulting from whatever causes and shall reimburse the purchaser the full amount of such loss or damage.

Penalty for user of undue influence :-

42. The Vendor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the PURCHASER or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other Contract with Government for showing or forbearing to show favour or disfavour to any person in relation to the or any other contract with the Government. Any; breach of the aforesaid undertaking by the Vendor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Vendor) or the commission of any offer the Vendor or anyone employed by him or acting on his behalf. A decision of the PURCHASER or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Vendor.

43. Giving or offering of any gift, bribe or inducement or any attempt at any attempt at any such act on behalf of the Vendor towards any officer/employee

of the Purchaser to any other person in a position to influence any officer/employee of the PURCHASER for showing any favour in relation to this or any other contract, shall render the Vendor to such liability/penalty as the PURCHASER may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the PURCHASER.

Amendments :-

44. No provision of this contract shall be changed or modified in any way (including this provision) either in whole or in part by any instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend this contract.

ANNEXURE – D

SPECIFICATION FOR SERVER

Processor	2 *Xeon processor [QC] E5310 1.6 GHz 8 MB 1066 MHz
Chipset	Intel 5000V / Intel 5000P
Memory	4 Gb DDR2 667 FB DIMM ECC RAM
Bus Architecture	PCI
Total Expansion Slots	5 PCI Slots (Minimum 2 PCI Express)
Graphics	Graphics Card with 16MB
Storage	5 * 300Gb 15K RPM Hot Swappable Detachable HDD's on RAID 5
RAID	RAID Card Supporting RAID 0, 1, 5 & 10 with 128 Mb Cache
Backup Device	LTO3 HH Internal drive, 400/800 GB, 60/120MBPS,
SCSI Card	Dedicated SCSI Card for backup device
Optical Drive	DVD Writer
Network Interface	2 Gigabit Ethernet Ports
Accessories	15" TFT, Key Board & Mouse
Power Supply	Redundant Power Supply
I/O Interface	2 x PS2 Ports
	1 x Serial Port
	1 x VGA
	2 LAN RJ45
	2 x USB
Chassis	Tower Model
OS Support	Suitable
Software required for each Server	Server Management Software
Licenses	Antivirus with spyware and malware protection license copy has to be provided..

ANNEXURE – E

SPECIFICATION FOR CLIENT

Processor:	Intel Pentium Dual Core CPU E2160 1.8GHz, 800MHz FSB, 1MB Cache
Motherboard	Intel G31 chipset based motherboard or higher with PCI Expressx16 & 4GB support on 4DIMMs
BIOS	PnP Flash BIOS
Memory:	1 GB DDRII RAM (667 MHz) Memory or better expandable upto 4GB with 4DIMM slots
Hard Disk Drive:	160 GB 7200 rpm SATAII (3Gb/s) Drive with pre-failure alert with 8MB Cache Buffer
Hard Disk Controller:	Integrated On-Board Hard Disk Controller supporting 4 Serial ATA Interfaces
Monitor	17" TFT Monitor MPR II Same make as PC.
Optical Drive	DVD W/R
Graphics	Integrated on board Intel ® Graphics GMA3100 or better
Key Board	116Keys Multimedia Keyboard
Mouse	USB Optical Scroll Mouse with anti-static mouse pad
Network Card	Integrated on board Ethernet Controller 10/100/1000 RJ45
Interfaces	1Serial, 1Parallel, 2 PS/2, VGA, Minimum 6 USB Ver. 2.0. (with 2 in front) & Audio Ports
Expansion-Graphics Slots	2PCI slots with 1PCI Express x16 graphics slot and 1 PCI Express x1
Cabinet	MATX Cabinet with 6 expansion base or more (2x3.5" external, 2x5.25" external, 2x3.5" internal)
Audio	Integrated on board AC97 or higher Audio Controller
Power Supply	Minimum 250 Watts SMPS (as per intel recommendation)
Certifications AND Compliance's	ISO 9001: 2000 for OEM Manufacturing,
Other S/W Tools/Licenses	Single utility for complete System protection & recovery: OS, Application and data recovery, secure data removal option, Asset tracking, with Internet security suite - Antivirus with spyware and malware protection.
Manageability	OEM's own management utility for complete PC manageability - Stand alone and over network, remote updates, patches over network. Admin tool to be provided for remote access over network.
Operating System:	Suitable
