

**Food & Consumer Protection Department.**

Old Secretariat,

Patna-800015

**Notice Inviting Tender**  
(Through e-Tender mode only)

Ref. No.: Pra-15-45/2026

Dated: 07/07/2026...

e-Tenders are invited for "**Selection of An Agency for Scanning, Digitization, Uploading, Backup and Secure Storage of Files and Records**" under Food & Consumer Protection Department, Government of Bihar" at Patna.

| Sr. No | Event Description                                                                                             | Date & Time                                                                                                                                    |
|--------|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Bid Submission Start Date & Time<br>( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> ) | 10.07.2026 at 10:00 am                                                                                                                         |
| 2      | Bid Submission Last Date & Time                                                                               | 30.07.2026 at 05:00 pm                                                                                                                         |
| 3      | Last date for Submission of Pre-Bid Queries:                                                                  | 24.07.2026 at 11:00 am                                                                                                                         |
| 4      | Pre-Bid meeting date & Time                                                                                   | 24.07.2026 at 03:00 pm                                                                                                                         |
| 5      | Tender Processing Fees (Non-Refundable)                                                                       | As per eproc2 portal                                                                                                                           |
| 6      | Tender Fee (Non-Refundable)                                                                                   | INR 10,000/-only(all inclusive)<br>(Rupees Ten Thousand only)<br>Payable online through e-Payment mode (i.e; NEFT/RTGS/Credit Card/Debit card) |
| 7      | Earnest Money Deposit (EMD)                                                                                   | INR 5,00,000/- (Rupees Five Lacs only) to be paid through e-Payment mode or BG                                                                 |
| 8      | Opening of Technical Bid                                                                                      | 31.07.2026 at 11:00 am                                                                                                                         |
| 9      | Presentation by applicants/Bidders before technical committee (who have qualified pre-qualification stage)    | To be notified later                                                                                                                           |
| 10     | Opening of Financial- Bids                                                                                    | To be notified later                                                                                                                           |

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Note:-

- (1) The details of the RFP document will be available on the website:  
<https://eproc2.bihar.gov.in>.
- (2) All further notifications/ corrigendum/ amendment if any shall be posted at e-procurement website.
- (3) Secretary, Food & Consumer Protection Department reserves the right to cancel the bid without assigning any reasons.
- (4) No RFP will be accepted after closing date and time at any circumstances.
- (5) For Further Details, Please mail us to: [foodbihar@gmail.com](mailto:foodbihar@gmail.com).

  
7/7/26  
Director-cum-Special Secretary  
Directorate of Consumer Protection,  
Food & Consumer Protection Department,  
Bihar, Patna

**Request For Proposal  
for  
Selection of an Agency for Scanning, Digitization, Uploading,  
Backup, and Secure Storage of Records of the District  
Consumer Redressal Commissions and the State Consumer  
Redressal Commission, Bihar**



बिहार सरकार

RFP No: Pra-15-45/2026/3640

Date: 07/07/2026

*Issued By:*

**Food & Consumer Protection Department  
Government of Bihar  
Old Secretariat, Patna – 800015**

Document Version: V1.0

RFP Type: Open Tender

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## Disclaimer

- The information contained in this Request for Proposal document (RFP) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the Food & Consumer Protection Department, Bihar or any of their employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- This RFP is not an agreement and is neither an offer nor invitation by the Food & Consumer Protection Department, Bihar to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Food & Consumer Protection Department, Bihar in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Food & Consumer Protection Department, Government of Bihar, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Food & Consumer Protection Department, Bihar accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- The Food & Consumer Protection Department, Bihar, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
- The Food & Consumer Protection Department, Bihar also accepts no liability of any nature whether resulting from negligence or otherwise, caused arising from reliance of any bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- The issue of this RFP does not imply that the Food & Consumer Protection Department, Bihar is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Project and the Food & Consumer Protection Department, Bihar reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Food & Consumer Protection Department, Bihar or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the Food & Consumer Protection Department, Government of Bihar shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## 1. Definitions and Glossary

In this RFP, unless the context otherwise requires, the following terms shall have the meanings assigned to them:

1. **"Department" / "Purchaser"** means the Food & Consumer Protection Department, Government of Bihar, including its authorized representatives, nodal officers, and designated officials at State and District levels.
2. **"Commission/Commissions"** means the District Consumer Disputes Redressal Commissions (DCDRCs) and the State Consumer Disputes Redressal Commission (SCDRC), Bihar, Patna.
3. **"Bidder"** means any eligible entity submitting a proposal in response to this RFP.
4. **"Selected Bidder" / "Vendor" / "Agency" / "Service Provider"** means the bidder selected through the evaluation process and awarded the contract by the Department.
5. **"Project"** means the end-to-end execution of activities including scanning, digitization, indexing, metadata creation, uploading, backup, and secure storage of records as defined under this RFP.
6. **"Case"** means a complete set of records related to a consumer dispute, including petition, annexures, affidavits, orders, judgments, hearing proceedings, and any other associated documents.
7. **"Legacy Data / Records"** means all existing physical paper-based records maintained by DCDRCs and SCDRC, including case files up to the cutoff date specified in this RFP.
8. **"Digitization"** means the process of converting physical records into digital format through scanning, image processing, indexing, and data structuring, cataloging and secure storage of the same.
9. **"Pre-Digitization Activities"** means preparatory activities including sorting, tagging, cataloguing, repair, de-stapling, and organizing records prior to scanning.
10. **"Scanning"** means capturing images of physical documents using scanning devices at prescribed resolution (minimum 200 DPI) and converting them into digital files in PDF/A format.
11. **"Image Processing"** means activities such as de-skewing, cropping, cleaning, enhancement, and correction of scanned images without altering original content.
12. **"Digital Document"** means the output file generated after scanning and processing, stored in PDF/A format or any other format prescribed by the Department.
13. **"Metadata"** means structured information describing digitized records, including but not limited to case number, year, subject, office, and other indexing fields.
14. **"Indexing"** means the process of organizing and tagging digitized documents with metadata to enable efficient search and retrieval.
15. **"e-Jagriti Portal"** means the Government of India's designated online application at <https://e-jagriti.gov.in/> for case management and digital submission of consumer commission records.
16. **"Data Entry"** means manual or semi-automated entry of case-level information into the e-Jagriti

portal or other designated systems.

**17. "Department/Purchaser"** means the Food & Consumer Protection Department, Government of Bihar

**18. "Digital Repository"** means the structured storage system where digitized records are maintained, either on the e-Jagriti portal, departmental systems, or physical backup media.

**19. "Backup Data"** means copies of digitized records and indexed datasets provided to the Department in tamper-proof storage media such as SSD/NAS or designated digital platforms.

**20. "Deliverables"** means all outputs required under the contract, including digitized documents, indexed records, metadata files, reports, backups, and any other outputs defined in the scope of work.

**21. "Milestone"** means a defined stage in the project timeline linked with specific activities and/or deliverables.

**22. "Acceptance"** means formal written validation and approval of deliverables by the Department or its designated authority after completion of verification and quality checks.

**23. "Work Completion Certificate"** means the formal document issued by the concerned DCDRC/SCDRC or Department confirming satisfactory completion of assigned work.

**24. "Quality Assurance"** means the process of verification and validation of digitized records to ensure accuracy, completeness, readability, and consistency with original documents.

**25. "Defect"** means any error, omission, mismatch, illegible scan, incorrect metadata, or deviation from defined standards in digitized output.

**26. "Rework"** means correction or re-execution of work to rectify identified defects without additional cost to the Department.

**27. "Service Levels (SLA)"** means the defined performance standards, quality benchmarks, and timelines to be adhered to by the Vendor.

**28. "Penalty / Liquidated Damages (LD)"** means financial deductions imposed on the Vendor for non-compliance with timelines, quality standards, or contractual obligations.

**29. "Contract"** means the formal agreement to be executed between the Department and the Selected Bidder pursuant to this RFP.

**30. "Performance Bank Guarantee (PBG)"** means the financial security provided by the selected bidder as per RFP terms for ensuring performance of contractual obligations.

**31. "Earnest Money Deposit (EMD)"** means the bid security submitted by bidders as part of the bidding process.

**32. "Applicable Law"** means all laws, statutes, ordinances, regulations, rules, and orders applicable in India, including those specific to the State of Bihar, or Central Government of India, if applicable.

**33. "Force Majeure"** means events beyond the control of the parties as defined under the relevant section of this RFP.

**34. "Confidential Information"** means all records, data, documents, credentials, and information accessed or generated during the project that are not in the public domain.

**35. "Nodal Officer"** means the officer designated by the Department or Consumer Commission responsible for coordination, supervision, and monitoring of project execution.

**36. "Project Duration"** means the total period defined for completion of the project from the date of contract signing.

**37. "Portal Credentials"** means user IDs, passwords, and access rights provided by the Department for accessing the e-Jagriti or other systems.

**38. "Scope of Work"** means the complete set of activities and responsibilities assigned to the Vendor under this RFP.

**39. "Variation in Scope"** means any increase or decrease in volume or modification in work requirements as approved by the Department.

## 2. Abbreviations used

| Abbreviation | Full Form                                       |
|--------------|-------------------------------------------------|
| CA           | Chartered Accountant                            |
| DCDRC        | District Consumer Disputes Redressal Commission |
| DPI          | Dots Per Inch                                   |
| EMD          | Earnest Money Deposit                           |
| EPF          | Employees' Provident Fund                       |
| ESIC         | Employees' State Insurance Corporation          |
| GoB          | Government of Bihar                             |
| GoI          | Government of India                             |
| GST          | Goods and Services Tax                          |
| IT           | Information Technology                          |
| LD           | Liquidated Damages                              |
| LoI          | Letter of Intent                                |
| NAS          | Network Attached Storage                        |
| NDA          | Non-Disclosure Agreement                        |
| PAN          | Permanent Account Number                        |
| PBG          | Performance Bank Guarantee                      |
| PDF/A        | Portable Document Format (Archival Format)      |
| PSU          | Public Sector Undertaking                       |
| QC           | Quality Control                                 |
| RFP          | Request for Proposal                            |
| SCDRC        | State Consumer Disputes Redressal Commission    |
| SLA          | Service Level Agreement                         |
| SSD          | Solid State Drive                               |

### 3. Tender Fact Sheet and Important Dates

|                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name of the Organization</b>                                        | Food & Consumer Protection Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Tender Type</b>                                                     | Two Bid System (Technical and Commercial bids separate)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Tender Issuing Authority</b>                                        | The Secretary,<br>Food & Consumer Protection Department,<br>Old Secretariat, Government of Bihar Patna – 800015, Bihar<br>email - <a href="mailto:foodbihar@gmail.com">foodbihar@gmail.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Name of Work</b>                                                    | Selection of an Agency for Scanning, Digitization, Uploading, Backup, and Secure Storage of Records of the District Consumer Redressal Commissions (DCRCs) and the State Consumer Redressal Commission (SCRC), Bihar, Patna                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Bid submission mode</b>                                             | Online submission through Bihar State e-Procurement Portal (Two-Bid System – Technical & Financial)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Project Duration</b>                                                | Total 32 weeks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Method of Selection</b>                                             | L1 (Least cost based selection)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Tender Currency</b>                                                 | INR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Joint Venture / Consortium</b>                                      | Not Allowed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Tender Processing Fee</b><br>(Non-Refundable)                       | As per eproc2 portal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Tender Fee</b><br>(Non-Refundable)                                  | Rs. 10,000, to be paid through e-Payment and enclose the successful payment receipt along with the technical Bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Earnest Money Deposit</b><br>(Refundable)                           | Earnest Money Deposit of amount Rs. 5,00,000.00 (Rupees Five Lacs Only) can be paid either through online mode at the Bihar e-Proc website or through physical instrument of payment (Bank Guarantee or BG issued by a nationalized/scheduled commercial bank, in favor of “Food and Consumer Protection Department, Bihar, Patna” and payable at Patna).<br><br>In case the EMD is submitted in form of BG, the physical hardcopy of original BG issued by the bank should be submitted to Tender issuing authority/ Department within 1 day of closing of bid submission deadline.<br><br><b>Note:</b> EMD submitted as BG should be valid for a period of Forty Five (45) days after the bid validity date. |
| <b>Performance Security:</b><br>Performance Bank Guarantee (PBG)       | The PBG shall be required, to the tune of 5% of actual contract value.<br><b>Note:</b> The PBG must be submitted within 14 days of Lol and it should be valid for a period of 90 days after the expiration of contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Bid Validity</b>                                                    | Bids should be valid for a period of 180 days from the last date of bid submission. (It may be extended as per need)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Pre-Bid Query Submission date</b>                                   | <b>All queries should be received on or before 24/07/2026 by 11:00 AM</b> through e-mail in editable MS Excel file as prescribed format given in the RFP. Queries in any other format, other than prescribed format will not be accepted.<br><b>E-mail for sending pre-bid queries:</b> <a href="mailto:foodbihar@gmail.com">foodbihar@gmail.com</a>                                                                                                                                                                                                                                                                                                                                                           |
| <b>Portal for downloading tender documents and proposal submission</b> | The tender is available and downloadable on the eProc2, Government of Bihar website: <a href="https://eproc2.bihar.gov.in/">https://eproc2.bihar.gov.in/</a> . All subsequent changes to the bid document shall be published on the above website.<br>In case of any query please contact on toll free no. 18005726571.                                                                                                                                                                                                                                                                                                                                                                                        |

|                                                            |                                                                                                                                                   |
|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RFP/Tender Availability</b>                             | From <b>10-07-2026</b>                                                                                                                            |
| <b>Date &amp; place of Pre bid meeting (Physical only)</b> | <b>Date:</b> <b>24-07-2026</b><br><b>Venue:</b> Food & Consumer Protection Department, Old Secretariat, Government of Bihar Patna – 800015, Bihar |
| <b>Last Date &amp; Time for Submission of Bids</b>         | <b>Date:</b> <b>30-07-2026 (5PM)</b>                                                                                                              |
| <b>Date and Time of Opening Technical Bid</b>              | <b>Date:</b> <b>31-07-2026 (11AM)</b>                                                                                                             |
| <b>Date and Time of Technical Presentation</b>             | To be notified later                                                                                                                              |
| <b>Date and Time of Opening Financial Bid</b>              | To be notified later                                                                                                                              |

## **4. Executive Summary**

The Food & Consumer Protection Department, Government of Bihar (hereinafter referred to as the “Department”), including the District Consumer Disputes Redressal Commissions (DCDRC) and the State Consumer Disputes Redressal Commission (SCDRC), Bihar, Patna, invites proposals from eligible and experienced agencies for undertaking large-scale digitization, uploading and secure archival of physical records. The initiative aims to transform existing paper-based documents into a structured, searchable, and secure digital repository in alignment with e-Governance standards and modern record management practices. The project seeks to improve operational efficiency, enhance transparency, ensure faster retrieval of records, and strengthen data security and disaster recovery mechanisms across both administrative and quasi-judicial record systems.

The scope of work includes comprehensive pre-digitization activities such as sorting, cataloguing, tagging, and preparation of documents, followed by high-resolution scanning, image processing, indexing, and metadata creation. The selected agency shall also be responsible for uploading digitized records to the designated system, ensuring seamless integration with existing IT infrastructure, and maintaining secure primary and backup storage systems. Strict quality assurance processes shall be implemented to ensure high levels of accuracy, completeness, and consistency of digitized records.

Through this initiative, the Department aims to establish a centralized, secure, and reliable digital document management system for both departmental and Consumer Commission records. This will minimize dependency on physical storage, mitigate risks of damage, deterioration, or loss of records, and support efficient governance, judicial processes, and audit readiness.

## **5. Background and Objectives**

### **About Food & Consumer Protection Department, Bihar**

The Food & Consumer Protection Department, Bihar is a key department of the Government of Bihar responsible for implementation and oversight of policies, schemes, and regulatory frameworks relating to food security, Public Distribution System (PDS), consumer protection, and essential commodities management across the State. The Department plays a vital role in ensuring transparent distribution of food grains and essential commodities under various Central and State Government schemes, safeguarding consumer rights, monitoring fair price shops, and strengthening supply chain and beneficiary management systems. Food & Consumer Protection Department, Government of Bihar is committed to promoting efficiency, accountability, transparency, and technology-driven governance in all its administrative and operational functions.

The District Consumer Disputes Redressal Commissions and the State Consumer Disputes Redressal Commission, Bihar, Patna (hereinafter collectively referred to as the “Consumer Commissions”) are statutory quasi-judicial bodies established under the provisions of the Consumer Protection Act, 2019, for the adjudication and redressal of consumer disputes.

The District Consumer Disputes Redressal Commissions are constituted at the district level across the State of Bihar to address consumer grievances involving claims within the jurisdiction prescribed under the Act. These Commissions provide an accessible and cost-effective platform for consumers to seek redressal against unfair trade practices, defective goods, deficient services, overcharging, and other consumer-related disputes.

The State Consumer Disputes Redressal Commission, Bihar, Patna functions as the appellate authority over the District Commissions and also adjudicates cases of higher pecuniary jurisdiction, as defined under the Act. It plays a crucial role in ensuring consistency, legal oversight, and timely resolution of consumer disputes at the State level.

The Consumer Commissions collectively serve as an integral part of the consumer protection framework, ensuring speedy justice, protection of consumer rights, and enforcement of fair trade practices. They handle a substantial volume of case records, including petitions, evidence documents, orders, judgments, and related case files, which are critical for judicial reference, compliance, and transparency.

**For a complete list of district-wise commissions, please refer to Annexure in this RFP.**

### **High-Level Objectives of this project/RFP**

The primary objectives of this RFP are as follows:

#### **1. Digitization of Legacy Records**

To digitize existing physical records of the District Consumer Disputes Redressal Commissions (DCDRCs) and the State Consumer Disputes Redressal Commission (SCDRC), Bihar, into standardized digital formats.

#### **2. Structured Digital Repository**

To create a structured, searchable, and indexed digital repository of case records, enabling efficient storage, access, and retrieval.

#### **3. Data Upload and Integration**

To ensure accurate and complete data entry and uploading of digitized records onto the e-Jagruti portal of Government of India in compliance with prescribed formats and workflows.

#### **4. Improvement in Operational Efficiency**

To reduce manual effort, minimize retrieval delays, and improve processing efficiency of case-related information.

#### **5. Data Security and Preservation**

To ensure secure handling, storage, and backup of records, preventing data loss, damage, or unauthorized access.

#### **6. Standardization of Records**

To establish standardized processes for digitization, indexing, metadata creation, and document management across all Consumer Commission offices.

#### **7. Audit Readiness and Traceability**

To enable complete traceability of records and ensure readiness for audit, legal scrutiny, and administrative review.

### **Current Requirements of the Project under this RFP**

To enhance institutional efficiency, transparency, and long-term record management capabilities, the Food & Consumer Protection Department, Government of Bihar, including the District Consumer Disputes Redressal Commissions and the State Consumer Disputes Redressal Commission, Bihar, Patna, proposes to undertake a comprehensive digitization initiative aimed at transforming legacy data (physical, paper-based records) into a structured, searchable, and secure digital repository.

The Department and the Consumer Commissions currently maintain substantial volumes of physical files and records across multiple offices and locations. These records present challenges such as storage constraints, delays in retrieval, risk of physical damage or loss, and limited traceability of documents.

There is an immediate requirement to digitize (scan and index) these records in a systematic, standardized, and secure manner to improve accessibility, enhance operational and judicial efficiency, strengthen audit readiness, and ensure long-term preservation and secure archival of records.

After digitization, the selected vendor will also be responsible for uploading the digital records to the e-Jagriti Portal of Government of India, by doing appropriate case-wise data-entry (online) and uploading the PDF digital documents created by them after digitization. The vendor shall also be providing indexed recordset in digital format to the department (on tamper-proof SSD/NAS storage), and/or also upload the same to the designated Web portal (e.g., e-Office or another portal) of Government, as per directions of department.

### **Project Vision**

The strategic vision of the Food & Consumer Protection Department, Government of Bihar is to ensure full compliance with the directives of Government, to digitize and upload all legacy data to the designated “e-Jagriti” portal of Government of India. The legacy datasets will be including paper-based files and records from all the District Consumer Disputes Redressal Commissions and the State Consumer Disputes Redressal Commission, Bihar, Patna.

This initiative aims to enhance operational efficiency, reduce dependence on physical storage, improve transparency, enable faster decision-making, and strengthen governance and judicial support mechanisms.

By adopting a structured and standardized digitization approach, the Food & Consumer Protection Department, Government of Bihar seeks to build a secure, centralized, and future-ready digital archive for both administrative and quasi-judicial records. This will support efficient service delivery, improved monitoring, faster case handling, and strengthened institutional credibility, in alignment with best practices in public sector governance and digital transformation guidelines of the GoI & GoB.

### **Project Requirements Overview**

Presently, the DCDRC and SCDRC are having legacy data (paper-based records) of consumer petitions, order sheets, filings and orders upto 31<sup>st</sup> December 2024 which needs to be digitized and uploaded under this project. **The approximate no. of cases to be digitized is nearly 1,51,680 and on an average, each case may comprise of approximately 35 pages of records on an average.** These figures are tentative and may vary (increase or decrease), hence the interested bidders are strongly advised to make their own assessment by visiting the offices and get full details to determine the actual scope of work under this RFP.

The proposed digitization project shall include comprehensive activities across the following domains:

#### **Pre-Digitization and Document Preparation**

Sorting, cataloguing, tagging, indexing and preparation of files to ensure accurate and systematic scanning.

#### **Scanning and Digital Conversion**

High-resolution scanning (200 Dots Per Inch-DPI or better) of records in prescribed formats, image cleansing (without altering contents/record/data), and conversion into archival-quality digital files in compliance with defined technical specifications.

#### **Indexing and Metadata Creation**

Creation of structured case-wise catalogues and index of records fields to enable quick search, retrieval, and classification of digitized records, ensuring standardized data formats and accuracy.

#### **Secure Storage and Integration**

Uploading of digitized records into the designated digital repository or document management system of Government, ensuring proper categorization, secure access control, creation of backup copies for all records and handing over the backup files to department via tamper-proof digital media (SSD/NAS).

#### **Quality Assurance and Compliance**

Implementation of multi-level quality checks to ensure accuracy, completeness, readability and consistency of digitized documents, along with adherence to data security and confidentiality standards.

### **6. Scope of Work (Indicative)**

The selected agency for undertaking large-scale digitization and digital archival of records for the Food & Consumer Protection Department, Government of Bihar, including records pertaining to the District Consumer Disputes Redressal Commissions and the State Consumer Disputes Redressal Commission, Bihar, Patna, shall cover end-to-end digitization services. **As soon as the contract is signed, the bidder shall appoint and intimate the department about a fulltime project manager who will be available to oversee the project and attend to official requirements at Patna/other locations as and when required.**

The bidder shall quote the total bid price, taking into account the scope of work outlined in this RFP. Tentatively, there are a total of approximately 1,51,680 Lacs cases whose records are to be digitalized & processed and on an average, each case entails approximately 35 pages of records on an average. There may be variations, to which department does NOT accept any liability and on the Basis of price/rate quoted by bidder, the department will be finalizing the exact scope of work, to be performed at the rates finally approved by department.

The engagement shall include, but not be limited to, setting-up of office infrastructure (hardware, software, furniture, ancillaries etc.) in each district office, at designated space provided by concerned DCDRC/SCDRC. Electricity and space will be provided by the commissions and all remaining facilities, including furniture, IT/Non-IT devices, internet connectivity, software and all requisite manpower etc, shall be provided by the selected bidder for preparation.

#### **Scope Summary:**

The scope of this RFP encompasses end-to-end digitization and digital archival of legacy records of the District Consumer Disputes Redressal Commissions (DCDRCs) and the State Consumer Disputes Redressal Commission (SCDRC), Bihar.

The selected bidder shall be responsible for executing the following key activities:

##### **1. Pre-Digitization Activities**

- Collection, sorting, tagging, and preparation of physical records
- Removal of bindings, minor repairs, and organization of case files

2. Scanning and Digital Conversion
  - High-resolution scanning (minimum 200 DPI)
  - Image processing including de-skewing, cropping, and enhancement
  - Conversion into archival digital formats (PDF/A)
3. Document Structuring and Composition
  - Case-wise grouping of documents
  - Separation of main case files and annexures
  - Adherence to prescribed file size and format standards
4. Indexing and Metadata Creation
  - Creation of structured metadata fields
  - Case-wise indexing for efficient search and retrieval
5. Data Entry and Upload
  - Entry of case details into the e-Jagriti portal
  - Upload of digitized documents in prescribed format
6. Quality Assurance and Validation
  - Multi-level quality checks
  - Verification against original physical records
  - Rectification of defects without additional cost
7. Digital Storage and Backup
  - Creation of secure digital repository
  - Provision of backup data to Department on tamper-proof media (SSD/NAS) or designated systems
8. Reporting and Monitoring
  - Periodic progress reporting
  - Quality compliance reporting
  - Final completion reporting

## **Expected Outcomes of the Project**

The successful implementation of this project is expected to achieve the following outcomes:

### **1. Complete Digitization of Legacy Records**

All identified physical records of DCDRCs and SCDRC shall be converted into digital format in accordance with defined standards.

### **2. Centralized and Structured Digital Repository**

A well-organized and searchable digital repository of case records shall be established, enabling efficient access and retrieval of information.

### **3. Enhanced Accessibility and Retrieval Efficiency**

Digitized records shall be readily accessible through structured indexing and metadata, significantly reducing time required for document retrieval.

### **4. Integration with e-Jagriti Portal**

All digitized records shall be successfully uploaded and integrated with the e-Jagriti portal in compliance with prescribed formats and workflows.

#### **5. Improved Operational Efficiency**

Reduction in manual handling of records and faster processing of case-related information across Consumer Commission offices.

#### **6. Strengthened Data Security and Preservation**

Secure storage and backup of records to minimize the risk of loss, damage, or unauthorized access.

#### **7. Standardized Record Management Practices**

Establishment of uniform processes for digitization, indexing, data entry, and document management across all offices.

#### **8. Improved Transparency and Audit Readiness**

Availability of complete and traceable records to support audits, inspections, and legal scrutiny.

#### **9. Foundation for Future Digital Enablement**

Creation of a scalable digital record framework capable of supporting future record digitization and integration initiatives.

The scope shall cover all identified records across District and State Consumer Commission offices within the State of Bihar, subject to variation in volume as defined in this RFP.

The selected vendor shall be responsible for coordination with commission offices, obtaining the documents, preparatory activities, scanning, image processing, inspection, verification/quality checks, re-scanning (where required), indexing, metadata creation, digital backup creation, uploading to portal and comprehensive quality assurance, all to be executed within the prescribed project timeline.

### **Technical Scope**

The selected bidder shall ensure adherence to the following technical requirements during execution of the project:

#### **1. Scanning Specifications**

- Minimum resolution: 200 DPI or higher
- Output format: PDF/A (archival format)
- Scanned images shall be clear, legible, and free from distortion

#### **2. Image Processing Requirements**

- De-skewing and alignment correction
- Cropping and border adjustment
- Removal of noise and background marks
- Preservation of original content without alteration

#### **3. Document Composition Standards**

- Case-wise document grouping
- Separation of main case files and annexures
- Proper sequencing of pages

- Metadata embedding within digital files

#### **4. Data and File Management**

- File size shall comply with portal limitations (as applicable)
- Standardized file naming conventions shall be followed
- Logical folder structure shall be maintained

#### **5. System and Software Requirements**

- Use of professional-grade scanning software and tools
- Compatibility with e-Jagriti portal requirements
- Capability for batch processing and data validation

#### **6. Storage and Backup**

- Provision of backup data in tamper-proof storage media (SSD/NAS)
- Secure storage of intermediate and final datasets
- Proper labeling and indexing of backup datasets

#### **7. Security and Access Control**

- Implementation of basic data protection measures
- Controlled access to digital records and systems
- Protection of sensitive case information from unauthorized access

#### **8. Integration Requirements**

- Ability to upload digitized records to the e-Jagriti portal
- Compliance with portal-specific formats and data entry requirements

The bidder shall ensure that all technical processes, tools, and outputs conform to the standards specified in this RFP and are suitable for long-term archival and retrieval purposes.

### **Setting-up Workspace at district/state commission offices**

It will be responsibility of the selected vendor to set-up the workspace with entire office infrastructure (hardware, software, furniture, Almirah etc) in each district office, at designated space provided by concerned DCDRC/SCDRC. Only electricity and physical space will be provided by the commissions and all remaining facilities, including furniture, IT/Non-IT devices, internet connectivity, software and all requisite manpower etc, shall be provided by the selected vendor for preparation.

### **Pre-Digitization Activities**

The selected agency shall undertake comprehensive preparatory work to ensure systematic and accurate digitization of records.

This shall include:

- a. Co-ordination with commission offices, discussions and get complete work details.
- b. Obtaining the legacy data/records from concerned offices and safe-keeping it for digitization.
- c. Training the vendor's personnel on the full data scan and data upload process as per norms and rules of e-Jagriti portal and the department.
- d. Physical verification, sorting, and case-wise, month-wise categorization of files and documents.
- e. Removal of pins, tags, stitching, and minor repair of damaged pages, where required.
- f. Tagging, numbering, and systematic arrangement of document bundles.

- g. Preparation of index register formats prior to scanning.
- h. The agency shall ensure safe handling of records and prevent any loss, damage, or misplacement during the process.
- i. The agency will be providing the department with written information about their designated personnel who will be performing the work of scanning. Accordingly, the department will facilitate their access to e-Jagriti portal and credentials will be shared with the agency, using which the vendor's designated personnel will be uploading materials to portal after scan, verification, validation and approval of department.

## **Scanning and Digital Conversion**

The agency shall carry out high-resolution scanning (minimum 200 DPI) as per the prescribed technical specifications. Activities shall include:

- Scanning using industrial-grade document scanners.
- Image cleansing, de-skewing, cropping, and clarity correction.
- Re-scanning whenever required/directed by concerned office of commission.
- Conversion into archival formats (PDF/A format) with accurate, document wise meta data.
- Ensuring correct sequencing and completeness of scanned pages for each case document.
- Ensure strict confidentiality and data security measures during all stages of work.

## **Technical Specifications of Digital Document Composition, Defect Removal &:**

The agency shall ensure full adherence to following benchmarks and specifications while digitizing the data. The bidder shall adhere to the following technical specifications during execution of the project:

### **1. Scanning Specifications**

- Minimum resolution: 200 DPI
- Output format: PDF/A
- All pages shall be scanned completely without cropping loss
- Documents shall be legible and readable

### **2. Image Quality Requirements**

- Scanned images shall be clear, free from shadows, streaks, or distortions
- No blurring or overlapping of text shall be allowed
- Contrast and brightness shall be optimized for readability

### **3. Image Processing Standards**

- De-skewing shall be applied to align documents properly
- Cropping shall remove unwanted borders without cutting content
- Noise removal shall be carried out without loss of information

### **4. Document Integrity**

- All pages of a document shall be captured without omission
- Page order shall be strictly maintained
- No duplication or loss of pages shall occur

### **5. File and Data Standards**

- File naming conventions shall be uniformly followed
- File sizes shall comply with portal and storage limitations
- Metadata accuracy shall be ensured during indexing

### **6. Upload and Compatibility**

- Files shall be compatible with the e-Jagriti portal
- Uploaded documents shall open without errors or corruption

## **7. Quality Verification Benchmarks**

- Scanned documents shall be verified against original records
- Any document failing quality checks shall be reprocessed

The bidder shall ensure adherence to these specifications to maintain consistency, usability, and long-term archival quality of digitized records.

- Main case file (e.g., Index, synopsis, Party memo, Affidavit etc)
- Annexure files (as indicated in that specific case's petition cover page).
- Scanning will be 200 DPI standard.
- Output will be strictly in PDF/A format.
- PDF document metadata (case details, title and keywords) have to be inserted within PDF
- Size of any single PDF file will not exceed 10/25MB limit, as per section/module level limits imposed by e-Jagriti portal.

**Note:** Separate Annexures files will be created for each of the annexures of each case.

## **Indexing and Metadata Creation**

To enable structured storage and easy retrieval, the agency shall:

- The selected agency shall create and maintain metadata fields for all digitized records as per the structure approved by the Food & Consumer Protection Department, GoB.
- All digitized documents shall be properly indexed using predefined parameters such as Case Number, Subject, Year, Month, Scheme Name, Office Name, or any other identifiers specified by the department to ensure efficient search and retrieval.
- The indexing data, office-wise will be prepared separately and presented to department at the time of handover.
- The agency shall strictly adhere to the standardized file naming conventions, indexing protocols, and validation procedures prescribed by the department.
- The agency shall implement internal quality control mechanisms to verify the correctness of metadata and indexed records before submission.
- All indexed data shall undergo a comprehensive quality verification process prior to final submission.

## **Quality Assurance and Validation**

A structured quality control mechanism shall be implemented to ensure accuracy and completeness. This shall include:

- Multi-level quality checks and validation shall be carried out to ensure image clarity, completeness of records, and accuracy of metadata, under the supervision of the Nodal Officers designated officials at the District Level and State Level consumer dispute redressal commissions.
- Complete 100% verification of scanned documents w.r.t. the original legacy dataset/papers.
- Maintenance of quality audit logs and defect correction registers.
- Rectification of errors without additional cost to the Department/Commissions.

- The agency shall adhere to defined performance benchmarks, procedures and directives of department and maintain high standards of accuracy.

### **Uploading, Integration, Digital Repository Management and handover of backup data**

The agency shall provision its own high speed internet connection on all work sites and shall:

- Data-entry of case-wise details into the online e-Jagriti forms with section/form details including but not limited to separate forms for:
  - Case index
  - Vakalatnama
  - Synopsis
  - Hearing-wise proceedings
  - Orders
  - Annexures
  - Judgment
  - Other sections/documents
- Upload digitized records to the designated e-Jagriti Portal of Government (e-Justice and Grievance Redressal through Information Technology and Innovation).
- The vendor shall upload information in form of PDF files and also fill accurately, all data fields as required for upload of each individual case on the aforesaid portal.
- Maintain a logical folder hierarchy and structured classification for all uploaded records.
- Ensure compatibility and integration with existing IT systems, wherever required.
- Implement role-based access controls and appropriate data security protocols.
- Provide office-wise data backup to department, on a tamper-proof media (SSD/NAS disk drive) along with certification and index of the data being handed over. Alternatively, the department may also like to get the backup datasets uploaded to its official/internal portals/network locations.

**Note:** For the purpose of data-entry, the department will issue temporary login credentials to the designated data-entry professionals proposed by the selected bidder. These credentials will be utilized for data-entry into e-Jagriti portal and the access shall be revoked upon completion of work.

### **Reporting and Monitoring Framework**

The agency shall establish a structured reporting mechanism including:

- Monthly Progress Reports indicating number of pages prepared, scanned, indexed, and uploaded to designated portal.
- Quality Compliance Reports.
- Defect logs and corrective action registers.
- Upload progress reports.
- Data backup handover progress reports.
- Final Consolidated Completion Report.
- Regular review meetings shall be conducted with Food & Consumer Protection Department, Government of Bihar to monitor progress and resolve operational challenges.
- At the end of finishing work in a particular district, the vendor will de-brief all their staff members and ensure that they do not carry with them, the e-Jagriti portal credentials or any dataset / record relating to the official records of department.

## **Project Duration / Tenure of Engagement**

The engagement shall remain valid for the project/contract duration from the date of commencement as defined in the RFP. The agency shall ensure uninterrupted services throughout the contract duration while maintaining prescribed standards of quality, confidentiality, and compliance. The agency shall strictly adhere to project timelines and deliverables as per this RFP.

## **Role of the Department**

- The Apex official of the concerned District/State Level commission; or the department will designate a Nodal Officer for effective coordination and routine supervision of the assignment.
- The Nodal Officer shall be responsible for:
  - a) Providing and handing over the physical records/documents to the Selected Agency that are approved for scanning, digitization, indexing, and uploading;
  - b) Ensuring availability and access to relevant files, registers, and related records required for execution of the work;
  - c) Maintaining and monitoring daily progress reports of scanning, indexing, uploading, and quality verification activities;
  - d) Consolidating and submitting Daily Progress Reports to the Department's Headquarters;
  - e) Coordinating with the Selected Agency for resolution of operational issues, clarifications, and workflow approvals;
  - f) Conducting sample checks and work quality validation on a regular basis.
- The Nodal Officer shall act as the single point of contact between the Department and the Selected Agency for all operational and reporting matters related to this project.
- The Selected Agency shall coordinate closely with the designated Nodal Officer and comply with all instructions issued in writing within the scope of the contract.
- The department will provide e-Jagriti portal access to the designated personnel of selected vendor, using which they will make the upload of approved data files to the portal.

## **Infrastructure and Equipment Requirements**

- The Selected Agency shall deploy and maintain all necessary digital infrastructure, IT infrastructure (computers, scanners, internet, networking, data processing software etc), Non-IT infrastructure, technical workforce, internet facility and all other equipment required for successful execution of the digitization work at State and District level offices.
- The agency shall provide, install, and operate heavy-duty professional-grade scanners, laptops/workstations, storage devices, networking equipment, and other supporting digital tools required for document preparation, scanning, indexing, quality verification, and uploading of records.
- All equipment deployed by the Selected Agency shall have to functional requirements and performance standards as prescribed by the Food & Consumer Protection Department, Government of Bihar.
- The Selected Agency shall be responsible for the operation, maintenance, repair, and replacement of all deployed equipment during the contract period without any additional cost to the Department.
- The agency shall ensure that all equipment is configured with appropriate security protocols and data protection mechanisms to safeguard sensitive government records.
- Upon completion of the project or termination of the contract, the Selected Agency shall ensure secure removal of project-related data from their equipment and devices, in accordance with the instructions of the Food & Consumer Protection Department, Government of Bihar.
- The agency shall be fully responsible for any loss, damage, or missing tools/equipment at the

project site or workstations, which shall remain under the custody of the selected agency.

### **Additional Assignments and change in scope of work**

Food & Consumer Protection Department, Government of Bihar may assign additional digitization-related tasks during the contract period, such as:

- Digitization of newly generated records.
- Re-scanning or re-indexing of specific records.
- Changes of metadata/data-entry form structures if mandated by competent authority.
- Support during audit, inspection, or compliance reviews.
- Such assignments shall be undertaken based on mutual written agreement defining scope, timelines, deliverables, and commercial terms.

The selected agency shall execute all activities with professionalism, integrity, and strict adherence to the standards prescribed by Food & Consumer Protection Department, Government of Bihar.

### **Variation in Project Scope**

Food & Consumer Protection Department, Government of Bihar reserves the right to vary the scope of work and/or extend the contract for an additional period, subject to:

- Requirement of the department in case actual number of pages to be scanned increases or decreases.
- Satisfactory performance of the selected agency based on defined quality benchmarks and deliverables and Requirement of the department and;
- Mutual written consent between Food & Consumer Protection Department, Government of Bihar and the selected agency and;
- In case of increase in scope of work the vendor shall be obliged for submission of additional performance security (PBG), if extension/additional work is granted. All rights, responsibilities, confidentiality obligations, performance standards, and contractual commitments applicable during the original contract term shall remain fully binding during any approved extension period (if any).

### **Intellectual Property Ownership**

All digitized records, scanned images, indexed data, metadata structures, digital repositories, reports, documentation, and any other outputs created specifically under this assignment shall be the exclusive property of Food & Consumer Protection Department, Government of Bihar from the date of creation. The selected agency shall provide all necessary cooperation and formal documentation required to transfer and vest complete ownership rights with Food & Consumer Protection Department, Government of Bihar. The agency shall not reuse, reproduce, publish, distribute, or share any project-related documents, data, images, or digital records with any third party without prior written approval from Food & Consumer Protection Department, Government of Bihar.

All physical records, digital data, backups, and related materials shall be handed over to Food & Consumer Protection Department, Government of Bihar upon completion or termination of the contract. Confidentiality obligations shall survive beyond the contract period.

### **Compliance with All Applicable Laws, statutes, regulations and rules**

The bidder shall ensure compliance with all applicable rules, acts, laws, regulations etc in all aspects of their operations, employee management, administering benefit to their workers/team members and all

such regulations as may be applicable upon them as the employer; including but not limited to timely fulfilment of obligations related to Taxes, Levies, ESIC, EPFO, PF/NPS other provisions as applicable.

## **Roles & Responsibilities**

The roles and responsibilities of the commissions (DCDRC and SCDRC) and the selected bidder shall be as defined below:

### **A. Commissions' (DCDRC and SCDRC) Responsibilities**

#### **1. Appointment of Nodal Officers**

- Designate nodal officers at State and District levels
- Act as primary points of contact for coordination

#### **2. Record Handover**

- Provide access to physical records required for digitization
- Facilitate movement and handling of records within premises

#### **3. Monitoring and Oversight**

- Monitor project progress and performance
- Participate in review meetings and validations

#### **4. Output Validation and Acceptance**

- Review digitized records and outputs
- Provide approvals and acceptance of deliverables

#### **5. Infrastructure Support (Limited)**

- Provide workspace and basic utilities (e.g., power supply) as per availability

#### **6. Work Acceptance and Payment**

- The responsibility for verification, acceptance, and certification of work shall lie with the respective DCDRCs and SCDRC.
- Payment for work executed under this project shall be made directly to the vendor by the concerned DCDRC/SCDRC only.
- Payment shall be based on the actual quantity of work completed and accepted, in accordance with the scope of work, technical specifications, and Service Level Agreements (SLA) defined in this RFP.
- **Payment shall be released only after:**
  - (i) Completion of required quality checks and validation,
  - (ii) Acceptance of deliverables by the concerned commission, and
  - (iii) Issuance of Work Completion Certificate by the respective DCDRC/SCDRC.
- No payment shall be made for incomplete, rejected, or non-compliant work.
- No advance payment shall be made under any circumstances, whatsoever.

### **B. Vendor Responsibilities**

#### **1. Project Management**

- Deploy a dedicated Project Manager and team
- Plan and execute all project activities within defined timelines

## **2. Resource Deployment**

- Provide required manpower, equipment, and tools
- Ensure availability and maintenance of infrastructure

## **3. Execution of Scope**

- Carry out pre-digitization, scanning, indexing, and uploading
- Ensure compliance with all technical and operational standards

## **4. Quality Assurance**

- Perform multi-level quality checks
- Rectify defects and rework without additional cost

## **5. Data Security and Handling**

- Ensure safe handling of records during processing
- Prevent data loss, damage, or unauthorized access

## **6. Reporting and Documentation**

- Submit periodic progress, quality, and completion reports
- Maintain proper logs and documentation

## **7. Coordination**

- Coordinate with Department officials and Consumer Commission offices
- Ensure smooth execution across all sites

## **8. Compliance**

- Adhere to all legal, statutory, and contractual requirements
- Follow all guidelines specified in this RFP

## **C. Joint Responsibilities**

- Ensure timely resolution of issues
- Participate in review meetings
- Maintain effective communication throughout project lifecycle

## **Functional Requirements to be fulfilled by bidder:**

The bidder shall comply with the following functional requirements as part of the project execution:

- 01 . The system shall support end-to-end digitization of physical records including preparation, scanning, and processing
- 02 . The bidder shall perform pre-digitization activities including sorting, tagging, and preparation of records
- 03 . The bidder shall scan all records at a minimum resolution of 200 DPI or higher
- 04 . The bidder shall ensure all scanned documents are converted into PDF/A format
- 05 . The bidder shall perform image processing including de-skewing, cropping, and cleaning
- 06 . The bidder shall ensure case-wise grouping and structured arrangement of documents
- 07 . The bidder shall create and maintain metadata for each record as per defined fields
- 08 . The bidder shall enable indexing to support search and retrieval of records

- 09 . The bidder shall perform data entry and upload records onto the e-Jagriti portal
- 10 . The bidder shall ensure compliance with portal-specific formats and requirements
- 11 . The bidder shall implement multi-level quality checks for digitized records
- 12 . The bidder shall ensure correction of defects identified during quality checks
- 13 . The bidder shall maintain backup of digitized records in prescribed formats
- 14 . The bidder shall provide periodic progress and quality reports
- 15 . The bidder shall ensure safe handling and preservation of physical records during processing

#### **Technical Requirements to be fulfilled by bidder:**

The bidder shall comply with the following technical requirements for execution of the project:

1. The bidder shall use scanning equipment capable of producing images at a minimum resolution of 200 DPI
2. The bidder shall ensure output files are created in PDF/A archival format
3. The bidder shall ensure scanned images are clear, legible, and free from distortions
4. The bidder shall implement image processing including de-skewing, cropping, and noise removal
5. The bidder shall ensure proper page sequencing and document integrity
6. The bidder shall maintain standardized file naming conventions
7. The bidder shall ensure file sizes comply with portal-specific limitations
8. The bidder shall use software tools compatible with the e-Jagriti portal
9. The bidder shall ensure capability for batch processing and handling large volumes of records
10. The bidder shall maintain structured folder hierarchy and data organization
11. The bidder shall provide backup data in tamper-proof storage media such as SSD/NAS
12. The bidder shall ensure safe storage of intermediate and final datasets during project execution
13. The bidder shall implement basic access controls to prevent unauthorized data access
14. The bidder shall ensure data upload compatibility with the e-Jagriti portal
15. The bidder shall ensure all technical processes support long-term digital archival and retrieval

#### **Infrastructure Requirements to be fulfilled by bidder:**

The bidder shall provision, deploy, and maintain all necessary infrastructure required for execution of the project. The infrastructure requirements shall include the following:

1. The bidder shall provide all scanning equipment required for digitization of records
2. The bidder shall deploy sufficient number of workstations for processing, indexing, and data entry
3. The bidder shall ensure availability of required software tools for scanning, image processing, and data management
4. The bidder shall arrange for internal network connectivity required for project execution
5. The bidder shall provide storage infrastructure for handling intermediate and final data
6. The bidder shall arrange backup storage media such as SSD/NAS for data handover
7. The bidder shall ensure maintenance and uptime of all equipment deployed throughout the project duration
8. The bidder shall ensure that all infrastructure is adequate to handle the volume of records defined in this RFP
9. The bidder shall ensure that deployed infrastructure supports timely completion of the project
10. The bidder shall ensure safe installation and operation of equipment within designated premises

#### **Department Support:**

- The Department shall provide workspace within Consumer Commission offices (subject to availability)
- The Department shall provide basic utilities such as electricity
- All other infrastructure requirements shall be the responsibility of the bidder

### **Exclusions (Not within scope of this RFP:**

The following activities shall be considered outside the scope of this RFP unless explicitly specified otherwise by the Department:

- 1. Major Record Restoration:** Extensive repair or reconstruction of severely damaged or deteriorated documents beyond minor handling.
- 2. Creation or Modification of Content:** Alteration, editing, or interpretation of record content beyond scanning and digitization.
- 3. Legal Validation of Records:** Verification of legal authenticity or correctness of case documents.
- 4. Development of New Software Systems:** Design or development of new applications, platforms, or systems beyond usage of the existing e-Jagriti portal.
- 5. Infrastructure Provision by Department:** Provision of IT hardware, software, or network infrastructure by the Department (except basic workspace and power).
- 6. Long-Term Hosting or Data Center Management:** Responsibility for hosting or maintaining long-term digital infrastructure beyond specified deliverables.
- 7. Work Outside Defined Locations:** Digitization activities outside designated Consumer Commission offices, unless explicitly approved.
- 8. Any Activity Not Explicitly Defined in Scope:** Any task not specifically mentioned under Scope of Work shall be treated as out of scope unless mutually agreed in writing.

### **7 Pre-Qualification /Eligibility Criteria for Bidders:**

This section outlines the mandatory minimum pre-qualification criteria/requirements that all bidders must satisfy to be considered for technical bid evaluation. Failure to comply with any of these criteria will result in the outright rejection of the proposal.

#### **7.1 Evaluation Stages**

The evaluation shall be conducted in the following stages:

##### **Stage 1:** Pre-Qualification (PQ) Evaluation

- Verification of eligibility criteria
- Assessment of legal, financial, and experience requirements
- Only bidders meeting all PQ criteria shall qualify for the next stage

##### **Stage 2:** Technical Evaluation (TQ)

- Evaluation of technical proposals based on defined scoring criteria
- Assessment parameters include experience, capability, organizational strength, and presentation
- Bidders must secure a minimum of 60% marks to qualify for financial evaluation

### **Stage 3: Financial Evaluation**

- Financial bids of technically qualified bidders shall be opened
- Evaluation shall be based on Least Cost (L1) method

## **7.2 Selection Methodology**

The bidder quoting the lowest (L1) price among technically qualified bidders shall be considered for award of contract.

In case of a tie (multiple bidders quoting same L1 value), the bidder with higher technical score shall be awarded the contract.

## **7.3 Evaluation Authority**

The evaluation of bids shall be carried out by a committee constituted by the Food & Consumer Protection Department, Government of Bihar. The decision of the evaluation committee shall be final and binding.

## **7.4 Right to Reject Bids**

The Department reserves the right to accept or reject any or all bids at any stage of the evaluation process without assigning any reason.

**Table 4.1: Pre-Qualification Criteria**

| Sn. | Criteria                       | RFP Requirement                                                                                                                                                                                                                                                                                                                                                                                                                   | Required Documents                                                                                                                                                  |
|-----|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | Legal Entity                   | The bidder must be a company or firm registered in India under the provisions of the Companies Act, 2013 or the Companies Act, 1956, or under the relevant Partnership Act / Limited Liability Partnership Act, as applicable.<br>The bidder must also possess a valid Permanent Account Number (PAN) and Goods and Services Tax Identification Number (GSTIN). The bidder entity must be in existence for at least last 3 years. | - Company incorporation/registration certificate<br>- GST Certificate<br>- PAN                                                                                      |
| 2   | Financial capability of bidder | Bidder must have a minimum Average Annual turnover of ₹2.00 Crores in any three of the last four financial years i.e., FY 2022-23, FY 2023-24, FY 2024- 25 and FY 2025-26).                                                                                                                                                                                                                                                       | - CA certificate with UDIN<br>- Extracts from the audited Balance sheet and Profit & Loss statement certified by the CA or statutory auditor, with verifiable UDIN. |

| Sn. | Criteria                      | RFP Requirement                                                                                                                                                                                                                                                                                                                                                                          | Required Documents                                                                                                                                                                                                                         |
|-----|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3   | Overall IT Service Experience | Minimum 3 years of experience in government sector/PSU projects related to IT/ERP/Legacy data digitization / Digitalization services/ Document management systems etc, with cumulative project value of Rs. 2.00 Crores during last 3 years, as on RFP issue date.<br><b>Note:</b> Any single project value should not be less than Rs. 80.00 Lacs                                       | Copy of Work Order and Completion Certificate issued by client.<br><br>For ongoing projects, attach work order along with fresh CA certificate, certifying revenue collected from each ongoing project, as on date, with verifiable UDIN.. |
| 4   | Relevant Project Experience   | Relevant experience in government sector/PSU projects related to IT Transformation Document Digitization / Digitalization services/ Document scanning projects is required as follows:<br><br>One project, of value Rs. 1.60 Crores or more<br><b>-OR-</b><br>Two projects, each of value Rs. 1.20 Crores or more<br><b>-OR-</b><br>Three projects, each of value Rs. 80.00 Lacs or more | Copy of Work Order and Completion Certificate issued by client.<br><br>For ongoing projects, attach work order along with fresh CA certificate, certifying revenue collected from each ongoing project, as on date, with verifiable UDIN.. |
| 5   | Non-Black listing             | The bidder should not have been blacklisted and debarred by any Government Department / Government Agency / PSU in India as on date of submission of bid                                                                                                                                                                                                                                 | Self-declaration duly signed by authorized bid signatory                                                                                                                                                                                   |
| 6   | Power of Attorney             | Technical bid shall be accompanied by a dully prepared power of attorney, in favor of the person signing the bid.                                                                                                                                                                                                                                                                        | Power of attorney on stamp paper, notarized and authorized by the company (bidding entity)                                                                                                                                                 |
| 7   | Bid security                  | Tender Fees and EMD payment as per RFP requirement                                                                                                                                                                                                                                                                                                                                       | Proof of payment via e-Proc website                                                                                                                                                                                                        |
| 8   | Bidder Staff strength         | Bidder must have a minimum of 30 employees on its payroll as on bid submission date                                                                                                                                                                                                                                                                                                      | Declaration from the Head of HR of bidding entity                                                                                                                                                                                          |
| 9   | Certifications                | Bidder must have a valid ISO 9001:2015 certificate                                                                                                                                                                                                                                                                                                                                       | Copy of certificate to be attached.                                                                                                                                                                                                        |

## 8 Technical Qualification (TQ) Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of technical bid evaluation. The tender evaluation committee/experts as designated by the department will examine and compare the technical aspect of the proposals against the benchmarks laid down in this RFP and accordingly, marks will be awarded for each specific criteria. **Only those bidders who secure a minimum of 60% marks during TQ evaluation, shall be eligible for commercial bid opening.** Marking criteria will be as follows:

**Table-4.2: Technical-Qualification Criteria**

| Sn. | Criteria                       | RFP Requirement & Maximum Marks                                                                                                                                                                          | Marking criteria                                                                            |
|-----|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| 1   | Financial capability of bidder | Bidder must have a minimum Average Annual turnover of ₹2.00 Crores in any three of the last four financial years i.e., FY 2022-23, FY 2023-24, FY 2024- 25 and FY 2025-26).<br><b>(Maximum 20 Marks)</b> | <b>Turnover:</b><br>≥ Rs. 2.00 Cr. ≤ 3 Cr.:<br><b>12 marks</b><br>> Rs. 3 Crore ≤ 4 Crores: |

| Sn | Criteria                        | RFP Requirement & Maximum Marks                                                                                                                                                                                                                                                                                                                                                                                | Marking criteria                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                | <b>16 marks</b><br>> Rs. 4 Crores: <b>20 marks</b>                                                                                                                                                                                                                                                                                                                                                                                                |
| 2  | Overall IT Service Experience   | Minimum 3 years of experience in government sector/PSU projects related to IT/ERP/Legacy data digitization / Digitalization services/ Document management systems etc, with cumulative project value of Rs. 2.00 Crores during last 3 years, as on RFP issue date.<br><b>Note:</b> Any single project value should not be less than Rs. 80.00 Lacs<br>(Maximum 20 Marks)                                       | <b>Relevant Project value:</b><br>>= Rs. 2.00 Cr.<=3 Cr.:<br><b>12 marks</b><br>> Rs. 3 Crore <=4 Crores:<br><b>16 marks</b><br>> Rs. 4 Crores: <b>20 marks</b>                                                                                                                                                                                                                                                                                   |
| 3  | Relevant Project Experience     | Relevant experience in government sector/PSU projects related to IT Transformation Document Digitization / Digitalization services/ Document scanning projects is required as follows:<br><br>One project, of value Rs. 1.60 Crores or more<br><b>-OR-</b><br>Two projects, each of value Rs. 1.20 Crores or more<br><b>-OR-</b><br>Three projects, each of value Rs. 80.00 Lacs or more<br>(Maximum 20 Marks) | <b>No. of Relevant Projects:</b><br>One project of Rs. 1.60 Crores or Two projects of Rs.1.20 Crores each or Three projects of Rs. 80.00 Lacs each = <b>12 marks</b><br>Two project of Rs. 1.60 Crores or Three projects of Rs. 1.20 crores each or Four projects of Rs. 80.00 Lacs each = <b>16 marks</b><br>Three project of Rs. 1.60 Crores or Four projects of Rs. 1.20 crores each or Five projects of Rs. 80.00 Lacs each = <b>20 marks</b> |
| 4  | Organisation strength of bidder | Bidder must have a minimum of 30 employees on its payroll as on bid submission date<br>(Maximum 20 Marks)                                                                                                                                                                                                                                                                                                      | <b>No. of Employees on Payroll:</b><br>>=30<=40 employees = <b>12 marks</b><br>>40<=50 employees = <b>16 marks</b><br>>50 employees = <b>20 marks</b>                                                                                                                                                                                                                                                                                             |
| 5  | Technical Presentation          | The bidder shall be making a technical presentation before the department as part of technical bid evaluation.<br><br>The presentation should cover project understanding, approach & methodology, process/SOP related proposals and project timeline/risk management proposition<br>(Maximum 20 Marks)                                                                                                        | Marks to be awarded by technical evaluation committee after presentation by bidder.                                                                                                                                                                                                                                                                                                                                                               |

## 9 Bid Evaluation Methodology and Tender Award Criteria:

Food & Consumer Protection Department, Government of Bihar will employ a least cost-based selection (L1-based) method for evaluating financial proposals and the contract will be awarded to the suitable bidder quoting least (L1) cost.

In the event of a tie, where more than one bidder quotes the same L1 cost, the L1 bidder shall be determined based on the technical marks.

If the selected L1 bidder is unable to sign the contract or declines the offer of project award, the department will seize their EMD and blacklist/debar them. In such a case, the next eligible bidder (L2 or second lowest bidder) will be invited to negotiate the award of contract, at prices quoted by L1 bidder.

## 10 Project Timelines, Milestones and Commercial Terms & Conditions:

The technical and financial bids must be submitted in separate bid packets through Bihar e-Proc2 portal only. The proposal shall strictly adhere to the format prescribed in Annexure of the RFP document and in accordance to the financial format of the RFP. Any deviation from the prescribed format may result in rejection of the bid. Bids received through any medium other than Bihar Eproc portal will not be accepted.

### **Bid Value quoted by bidder and final contract price:**

The bidder shall quote the total bid price, taking into account the scope of work outlined in this RFP. Tentatively, no. of cases and average no. of pages per case is mentioned in the RFP. There may be variations to this volume of pages/cases, to which department does NOT accept any liability and on the Basis of approved final price/rate, the department will be finalizing the exact scope of work, to be performed at the rates finally approved by department.

In the event of any variation in the actual number of pages—whether lower or higher- the estimated actual volume of work shall be addressed in accordance with the commercial terms as approved by the department and the same shall be binding on the bidder. Final contract price shall be determined accordingly.

The Department shall retain the authority to finalize the terms of execution, including scope adjustments and payment against defined deliverables, as per the agreed contractual conditions.

### **Important Note:**

- 1- Since the scope of work includes upload to e-Jagriti website of Government of India, the bidders are strongly advised to familiarize themselves with the detailed proforma / forms on the aforesaid portal, wherein case-wise data entry will need to be done. Bidders should build a thorough prior understanding of the effort and complexities involved, before submitting bids.
- 2- The actual no. of cases and the number of pages per case may vary, for which the bidder should make their own estimates before bidding the financial quote against this RFP.
- 3- The amounts payable to the selected bidder/vendor will be based strictly based on the actual volume of work done by the bidder and accepted by the concerned commissions through a written work completion/sign-off document. The payments shall be made, after deduction of requisite Tax, Levies, Penalties etc, as applicable on the date of such payments.

### **Project Timelines, Milestones and Payment Terms**

The project duration for completing all activities from the issuance of Lol, is total 32 weeks as per the project timelines specified below:

| Sl. No. | Project Activities             | Timeline<br>(T=Date of Lol issuance) | Payment* |
|---------|--------------------------------|--------------------------------------|----------|
| 1.      | Submission of Performance Bank | T+2 weeks                            | -NA-     |

| Sl. No. | Project Activities                                                                                                                                                                                                 | Timeline<br>(T=Date of Lol issuance) | Payment*                                                                                           |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------------------------------------------------------------------------------------|
|         | Guarantee (PBG) and contract signing                                                                                                                                                                               |                                      |                                                                                                    |
| 2.      | Submission of Project Plan after detailed assessment of scope of work and reporting on the commission/ district-wise actual scope of work                                                                          | T+4 weeks                            | -NA-                                                                                               |
| 3.      | Completion of entire scope of work, including scanning, validation/Quality assurance, completion of upload to e-Jagriti portal and handover of backup datasets to the concerned commission offices and department. | T+32 weeks                           | Payment release by respective commissions as per actual work done and accepted by the commissions. |

\* The payment will be released directly by the concerned DCDRC offices and the SCDRC office, after completion of work, verification/validation and work completion report sign-off by the concerned offices.

**Note:**

1. The total duration of the project shall be approximately 32 weeks from the date of signing of the Contract, or issuance of LOI, whichever is made applicable by department.
2. The bidder shall be responsible for completing the entire scope of work within the stipulated project duration.
3. The duration includes all phases of the project, including mobilization, execution, quality assurance, and final handover.
4. The Department reserves the right to extend the project duration based on project requirements, scope variation, or other administrative considerations.

## 11 Instruction to Bidders

### General Instructions to Bidders

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders are free to assess and propose the solution needed to meet the requirements and project objectives. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the department on the basis of this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the department. Any notification of preferred Bidder status by the department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the department without giving any reason. This RFP supersedes and replaces any previous public documentation & communications and Bidders should place no reliance on such communications. **Bidders are strongly advised to contact the tender issuing authority and commission offices to get a fair idea of actual scope of work involved in the digitisation and e-Jagriti portal upload activities/scope of actual work.**

## **e-Procurement 2.0 Process related instructions**

The Submission of Proposals will be through electronic mode only.

The Bidder shall submit his bid/tender on e-Procurement 2.0 platform at <https://eproc2.bihar.gov.in>. The Bidder must have the Class-III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The Bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website <https://eproc2.bihar.gov.in> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting

Authority for the tenders published in e-Procurement 2.0 platform.

The Bidders shall submit their eligibility and qualification details, technical bid, Financial bid etc., in the online standard formats given in e-Procurement 2.0 website. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement 2.0 web site. The Bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The Bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and RFP/bid document. All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the Bidder will be rejected. Tender Processing Fee (TPF) to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only. The Cost of BOQ/ Form Fee to be paid through e-Payment mode (i.e., NEFT / RTGS, Net Banking, Credit / Debit Card) only "Earnest Money Deposit (EMD)" can be paid either through online or offline mode (BG). In case of offline mode of payment of EMD, the original hardcopy of the EMD i.e., BG that should be submitted in the tendering authority office within the next working day after tender closing date.

The tender opening will be done online only. Any corrigendum or date extension notice will be given on the e-Procurement website . For support related to e-tendering process, Bidders may e-Proc 2.0 helpline through proper channels:

**Note:** "Bids along with necessary online payments must be submitted through e-Procurement portal <https://eproc2.bihar.gov.in> before the date and time specified in this RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

## **Bid Documents**

Bidder is expected to examine all instructions, forms, terms and requirements in the bid document. Failure to furnish all information required by the bid document or submission of a Bid that is not substantially responsive to the bid document in every respect may result in the rejection of the Bid. The bids should be submitted in two covers/parts as mentioned hereunder on or before last date and time of submission mentioned in this RFP or through any corrigendum.

- Pre-qualification Cum Technical Bid
- Financial Bid

Bidders should enclose, along with their bid, relevant details/ documentation/ specification sheet of all the equipment and services offered as well as their latest equipment and services available with full documentation and descriptive literature supplementing the description and point out any special feature of the equipment and services. All documentation is required to be in English. Bidders are advised to upload only relevant literature showcasing compliance to the RFP specification and not

upload general literature.

### **Format of Bid Submission**

- The Technical Proposal shall be prepared strictly in accordance with the format prescribed in Annexure A of this RFP.
- The Financial Proposal shall be submitted strictly as per Annexure B and the format provided in the e-Procurement Portal.
- Failure to adhere to the prescribed formats and instructions may result in rejection of the Proposal.

### **Completeness of Response**

- i. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- ii. Failure to comply with the requirements of this RFP may render the Proposal non-compliant and the Proposal may be rejected. Bidders must include all documentation specified in this RFP;

Follow the format of this RFP and respond to each element as required by this RFP. All compliance related documents and annexures/formats/declarations/evidence document must be submitted with the bid.

### **Pre-bid Conference (PBC) & Clarifications**

Department can hold a pre-bid meeting with the prospective Bidders offline at the office of department, Patna. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to the designated officer as per the schedule of bids by email only in editable excel format.

The pre-bid responses will be transmitted to the Bidders, who attended the pre-bid meeting, through appropriate means. Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder. The queries should necessarily be submitted in the following format in editable excels.

| <b>S.N.</b> | <b>RFP Document Reference(s)</b> | <b>RFP Section &amp; Page Number(s)</b> | <b>Content of RFP requiring Clarification(s)</b> | <b>Points of clarification, suggestions etc.</b> |
|-------------|----------------------------------|-----------------------------------------|--------------------------------------------------|--------------------------------------------------|
|             |                                  |                                         |                                                  |                                                  |
|             |                                  |                                         |                                                  |                                                  |
|             |                                  |                                         |                                                  |                                                  |

Department shall not be responsible for ensuring that the Bidders' queries have been received and / or addressed by them. Any requests for clarifications after the indicated date and time may not be entertained by the Department. Only one representative from one bidding entity shall be allowed to participate in the pre-bid meeting at Department.

### **Responses to Pre-Bid Queries and Issue of Corrigendum**

Tenderer reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, tender doesn't find any merit in query/queries. The corrigendum (if any) shall be uploaded on the website <https://eproc2.bihar.gov.in>.

Department will endeavor to provide timely response to all queries. However, Department makes no representation or warranty as to the completeness or accuracy of any response; nor does Department undertake to answer all the queries that have been posed by the Bidders.

At any time prior to the last date for receipt of bids, Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document through a corrigendum. The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the Bihar e-Proc website.

Any such corrigendum shall be deemed to be incorporated into this RFP. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Department may, at its discretion, may extend the last date for the receipt of Proposals.

### **Bid security i.e. Earnest Money Deposit (EMD)**

- a. Bidders shall submit, along with their Bids, Earnest Money Deposit (EMD) of amount as mentioned earlier in this RFP, online or in the form of a Bank Guarantee (in the format specified in prescribed format which shall be issued by any scheduled commercial bank in favor of "Food & Consumer Protection Department, Bihar, Patna", payable at Patna and should be valid for 6 months from the date of submission of technical bid response. No interest shall be payable on Bid Security under any circumstance.
- b. EMD of all unsuccessful Bidders would be refunded by Department after the Bidder is notified as being unsuccessful in the bidding/bid evaluation stage. The EMD of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in RFP and execution of contract with Department.
- c. The EMD of the Unsuccessful Bidder will be returned without any interest accrued thereon at the earliest after the final bid validity period and latest on or before the 30th day after the award of the contract.
- d. The EMD amount is interest free and will be refundable to the successful/ unsuccessful Bidders without any accrued interest on it.
- e. The bid / proposal submitted without EMD, mentioned above, shall be summarily rejected.
- f. The EMD may be forfeited:
  - a. If a Bidder withdraws its bid during the period of bid validity or any extension thereof.
  - b. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP.
  - c. If bidder has resorted to unlawful practice during the bidding stage.
  - d. If bidder has submitted bids with misleading/ wrong data.

### **RFP Document Fees**

1. RFP document can be purchased from the office of Department by paying a non-refundable tender fee amount as required in the RFP, online through e-Proc website.
2. The Bidder may also download the RFP documents from the website <https://eproc2.bihar.gov.in>. In such case, RFP document fees should be paid online through e-payment mode i.e., NEFT/RTGS/ Credit Card/ Debit Card on <https://eproc2.bihar.gov.in>. Proposals received without or with inadequate RFP Document fees shall be rejected.

**Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its Bid and The Department shall in no event be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**Right to Terminate the tender process**

(a) Department may terminate the RFP process at any time and without assigning any reason. Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.

(b) This RFP does not constitute an offer by Department. The Bidder's participation in this process may result Department selecting the Bidder to engage towards execution of the contract.

**Authentication of Bids**

The Proposal should be accompanied by a board resolution/ power-of-attorney in the name of the signatory of the Proposal or else the bid shall be summarily rejected.

**Bid Validity**

All bids should remain valid for a period of 180 days (i.e., 6 months) from the Last date (deadline) for submission of bids and Department reserves the right to reject a bid, without any correspondence, it is valid for less than 6 months considered as non-responsive.

In special circumstances, Department may solicit extension of the period of validity from a Bidder. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. The EMD provided should also be sufficiently extended. Bidder granting extension of validity will not be permitted to modify its technical or financial bid.

**Language**

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, self-attested translation of the same in English language is required, which will be submitted on company letter head.

**Handwritten documents, Erasures or Alterations**

The offers containing measures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Filling up of the information using terms such as "OK", "Noted", "as given in brochure/manual" is not acceptable and may lead to the dis-qualification of the Bid.

**Fraud and corruption**

Department require that Bidder must observe the highest standards of ethics during the entire process of tendering and during execution of the contract. In pursuance of this policy, The Department define, for the purpose 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 Department in contract executions.

(b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to Department and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive The Department of the benefits of free and open competition.

(c) "Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work which is given by the Department in this Tender.

(d) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or

their property to influence their participation in the execution of contract.

The Department shall reject the Bid proposal for award of contract, if it determines that the Bidder recommended for award, has been found to have been engaged in corrupt, fraudulent or unfair trade practices. Once the contract is signed and after that if it is noticed that the bidder has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be sufficient ground for The Department for termination of the contract and initiate blacklisting of the Bidder, notwithstanding other legal remedies available to Department.

### **Tender Opening**

The Proposals submitted before the last date and time of submission will be opened as per the schedule of bid process mentioned in the RFP or notified by a corrigendum through the e-proc site, as the case maybe.

### **Bid Rejection criteria**

Besides other conditions and terms highlighted in this RFP/ Tender Document, bids may be rejected under following circumstances:

#### **General rejection criteria**

- i Conditional Bids;
- ii If the information provided by the Bidder is found to be incorrect / unclear/ misleading / fraudulent at any stage / time during the Tendering Process;
- iii Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- iv Bids without signature of person (s) duly authorized on required pages of the bid;
- v Bids without power of attorney/ board resolution.
- vi Bids received without EMD, tender fee and other payments required by the RFP.

#### **A. Pre-Qualification rejection criteria**

- i Bidders not complying with any one or more of the eligibility Criteria given in this Tender
- ii Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive or clarification sought by Department is not adequately addressed and complied by the Bidder;

#### **B. Technical rejection criteria**

- i Technical Bid containing commercial details;
- ii Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- iii Failure to furnish all information required by the Tender Document or submission of a bid substantially responsive to the Tender Document in every respect;
- iv Bidders not quoting for the complete scope of Work as indicated in the Tender Documents, addendum (if any) and any subsequent information given to the Bidder;
- v The Bidder not confirming unconditional acceptance of full responsibility of providing in accordance with the Scope of work and Service Level Agreements of this tender
- vi The bidder does not get minimum required score in the technical evaluation criteria

#### **C. Commercial Bid Rejection Criteria**

- i Incomplete Financial Bid;
- ii Financial Bids that do not conform to the Tender's Financial bid format;
- iii If there is an arithmetic discrepancy in the Financial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors as directed by Department, its bid may be rejected.

### **Clarifications**

If deemed necessary, Department may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted. Department may, if so desire, ask the Bidder to give a representation for the purpose of

clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the Bidders.

### **Preliminary Examination**

- i. Department will examine the bids to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- ii. Bids from agents without proper authorization from the manufacturer shall be treated as non-responsive.
- iii. A bid determined as not substantially responsive will be rejected by Department and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- iv. Department may, if necessary, waive any minor informality or non-conformity or non-material deviation in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking/ status of any Bidder.

### **Joint Venture, Consortium or Association**

Joint Venture, Consortium, Subcontracting or associations of companies is not allowed at any stage of the project under this RFP.

### **Bidder Responsibilities**

The bidder shall be solely responsible for:

- Understanding the scope of work and requirements of this RFP
- Ensuring completeness and accuracy of the bid submitted
- Compliance with all instructions, formats, and submission requirements
- Submission of all required documents and supporting evidence
- Quoting prices after thorough assessment of scope and site conditions
- Adherence to timelines specified in the RFP

Failure to comply with the above may result in rejection of the bid, seizure of PBG and blacklisting of the bidder.

## **12 Special Terms & Conditions of Tender**

### **Governing Laws**

This contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Patna shall have exclusive jurisdiction in all matters arising under the contract. The Vendor shall stay fully informed of all current National and State law and ordinances. The Vendor shall at their own expense, obtain all necessary permits and licenses and pay all fees and taxes required by law. These will be solely Vendor's obligation regarding any claim of infringement

### **Consequences of Breach and Penalties**

In the event of breach of SLA, Department/concerned commissions shall have the right to recover any loss, damage or cost of hardship caused due to the breach of the terms of this RFP/Agreement, from the payment due to the selected vendor. Notwithstanding the above, in the event the amount due to the vendor falls short of the costs incurred or suffered by Department on account of loss, damage or cost of hardship, the vendor shall also be liable to make good all such losses, damages or cost of hardship caused to Department. The decision and determination of Food & Consumer Protection Deptt., shall be final and binding in this matter.

### **Patents & Copyright**

If a third-party claims that a solution delivered by the bidder to Department under this project, infringes that party's patent or copyright, the bidder shall defend Department against that claim at bidder's expense and pay all costs, damages and attorney's fees that a court finally awards or that are included in a settlement approved by the agency.

### **Termination for Default**

Department may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the bidder, terminate the order in whole or in part. If the bidder materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by Department in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from Department. If the project delivery as well as support is not carried out as per terms of the contract, Department will invoke the amount held back from the Vendor as PBG. In such cases next responsive Bidder will be asked to perform the assignment for remaining period of contract at identified L1 price through this tendering process and so on.

Persistent failure to meet Service Level Agreements (SLA) or material breach of performance obligations may constitute grounds for termination of the contract as per applicable provisions.

### **Bankruptcy**

If the Vendor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, Department shall be at liberty to terminate the engagement forthwith without any notice in writing to the bidder or to the liquidator or receiver or to any person in whom the bidder may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by Department.

### **Signing of Non-Disclosure Agreement**

The bidder has to sign a non-disclosure agreement with Department after signing of the contract. The bidder has to ensure that no data in any form concerning the project or its outcome will be shared /supplied /sold to any third party/ individual by the bidder and the bidder will be liable under relevant

clauses of I.T. Act 2000 and other applicable Acts as may be amended from time to time.

### **Performance Security: Performance Bank Guarantee (PBG)**

The successful bidder shall, within fourteen (14) days of the notification of Contract award, provide a Performance Security in the form of a Performance Bank Guarantee (PBG), amounting to the 5% of the contract value. The PBG shall have to be valid for the period entire contract duration plus a period of 90 days thereafter. The bidder has to submit a PBG as per the format mentioned in this RFP.

Failure to comply with the requirements as per the contract shall constitute sufficient grounds for the forfeiture of the Performance Security (PBG). The Performance Security shall be released after expiry of contract provided there is no breach of contract on the part of the bidder. No interest will be paid on the Performance Security.

Department reserves the rights to validate the authenticity of the payment for Performance Security before signing of the contract. In case of any discrepancies, the successful bidder will be asked to resubmit the PBG within the stipulated time.

### **Taxes**

The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as GST, income taxes etc.) on amounts payable by the Purchaser under the subsequent Agreement.

### **Insurance Coverage**

The Bidders at their cost shall arrange, secure and maintain all insurance as may be pertinent to the Services and obligatory in terms of law to protect their interest and interest of Department. The responsibility to maintain adequate insurance coverage (including but not limited to workers, materials and project assets/records) at all-times shall be of the Bidder alone. The Bidder's failure in this regard shall not relieve them of any of his contractual responsibilities, obligations and liabilities.

### **Force Majeure**

- The selected Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not foreseeable mentioned as blow-
  - a) War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
  - b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
  - c) Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
  - d) Strike, sabotage, lockout, lockdown, embargo, import restriction, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, pandemics, quarantine and plague.
  - e) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

If a Force Majeure situation arises, the vendor shall promptly (within 3 working days) notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **Indemnity & Limitation of Liability**

### **a) Clause 1:**

The selected vendor (the "Indemnifying Party") undertakes to indemnify Department (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, Board or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under the Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

### **b) Clause 2:**

The indemnities set out shall be subject to the following conditions:

- i.) The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii.) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense; and such cost borne by the indemnified party shall be deducted from the payment due to the Indemnifying party.
- iii.) If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate and the cost and expense of the Indemnified Party will be included in Losses.
- iv.) The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
- v.) All settlements of claims subject to indemnification under this Clause will:
  - a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
  - b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.
- vi.) The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings.
- vii.) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings.
- viii.) In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification

relates; and

ix.) If a Party makes a claim under the indemnity set out above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

The liability of the vendor (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including delivery of Services covered by the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value. The liability cap given under limitation of liability clause shall not be applicable to the indemnification obligations set out here.

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in this section) even if it has been advised of their possible existence.

The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

### **Arbitration**

- Department and the selected vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Agreement.
- If, after thirty (30) days from the commencement of such informal negotiations, Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation shall resolve or settle amicably through mutual negotiation and discussions, if the dispute/disputes is not settled amicably then in that case it shall be finally decided by reference to Bihar Arbitration Tribunal in accordance with Bihar Public Works Contracts Disputes Arbitration Tribunal (Amendment) Act, 2020, Rules framed there under or procedure prescribed by the Bihar Arbitral Tribunal. The award of Bihar Arbitral Tribunal shall be final and binding on the parties. It is further clarified in case any dispute/s is/are not fall in the preview of "Work Contract" defined under the aforesaid Act, then in that case same shall be governed as per provisions of Arbitration and conciliation Act, 1996 and shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. The place of arbitration shall be Patna and the language used in the arbitral proceedings shall be English. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction and sole arbitrator shall be appointed by the Managing Director, Department.

### **Exit Management**

- a) The duration of exit management period will normally be 1 month from date of termination or 1 month prior to expiry of contract / work order.
- b) During the exit management period and till the Department issues a written sign-off the Service Provider will not take action to stop the work. In addition, during such a period, the Service Provider will permit the Department or its nominated agency to assess the existing services being delivered.
- c) During the exit management period, the Service Provider shall ensure proper support as per the contract so that the business of the Department is not affected.
- d) The Service Provider shall provide all such information as may reasonably be necessary for a smooth handover to Department / replacement agency and which the Service Provider has in its possession or control at any time during the exit, all information (including but not limited to

documents, records, software, training manuals, training session data, digital records/files including source code and database etc) in digital and/ or paper form relating to the services reasonably necessary to enable Department and its nominated agencies to carry out due diligence in order to transition the provision of the Services to Department or its nominated agencies.

- e) The Department will issue a written sign-off after the transition / take-over from the Service Provider. The Service Provider shall not remove/delete/destroy any data/content/information/ communication/ report etc. till such a written signoff is provided by the Department along with an explicit request to delete/ remove/destroy the content.
- f) The Service Provider will also have to handover the complete dataset, scanned files, index, and any media or other electronic or physical data generated during the contract period) or created during the tenure of the contract will be the Intellectual Property Rights of the Department.
- g) The Vendor shall ensure complete handover of all deliverables, including digitized records, metadata, backups, and related documentation, to the Department and/or concerned DCDRC/SCDRC prior to exit or termination.

### **Confidentiality**

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of Department, the Project service provider or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract. Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder/ service provider and/ or the Department to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

### **Standards of Performance**

The service provider shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally prescribed professional standards and best practices. The service provider shall always act in respect of any matter relating to this contract as faithful contractor to the Department. The service provider shall always support and safeguard the legitimate interests of the Department, in any dealings with the third party. The service provider shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The service provider shall conform to the standards laid down in the RFP in totality

### **Confidentiality**

The selected agency and its personnel shall maintain strict confidentiality of all information, records, and data accessed or generated during the digitization assignment. A Non-Disclosure Agreement (NDA) shall form part of the contract. Confidentiality obligations shall survive beyond the contract period.

### **Conflict of Interest**

Bidders shall disclose any actual or potential conflict of interest. Failure to disclose such conflicts may result in disqualification or termination of the contract.



### 13 Termination of Contract

Food & Consumer Protection Department, Government of Bihar reserves the right to terminate the contract with 30 days' written notice in case of:

- Persistent non-performance
- Breach of contractual obligations
- Failure to meet quality benchmarks
- Insolvency or liquidation
- Submission of false or misleading information

In such cases, Department may forfeit the performance security (PBG), blacklist/debar the vendor and engage another agency at the risk and cost of the defaulting agency.

**Note:** In case of termination, the vendor shall be obliged to provide hand-holding and transition support to another agency/institution/team, as per directions issued by the Department.

### 14 Liquidated Damage (LD) and Service Level Agreement (SLA) Penalties

| Sl. No.                                                                                                                                                   | Project Activities                                                                                                                                                           | Timeline<br>(T=Date of Lol issuance) | Applicable Penalty                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.                                                                                                                                                        | Submission of Performance Bank Guarantee (PBG) and contract signing                                                                                                          | T+2 weeks                            | If the selected bidder does not furnish requisite PBG within stipulated time of 2 weeks after Lol issuance, the Lol will be cancelled, bidder's EMD will be forfeited and next the eligible bidder (L2) will be considered for award of contract.<br><br>In case the selected bidder fails to meet this timeline, their EMD will be forfeited and they may be debarred/blacklisted. |
| 2.                                                                                                                                                        | Submission of Project Plan after detailed survey of scope of work and reporting on the commission /district-wise actual scope of work                                        | T+4 weeks                            | 0.5% of total project cost, per week (or part thereof) of delay.                                                                                                                                                                                                                                                                                                                    |
| 3.                                                                                                                                                        | Completion of 100% of total work, handover of backup datasets and completion of upload to e-Jagriti portal followed by written verification by concerned commission offices. | T+32 weeks                           | 0.5% of total project cost, per week (or part thereof) of delay.                                                                                                                                                                                                                                                                                                                    |
| <b>Note:</b> The Maximum applicable LD penalty will be capped at 10% of total contract value.                                                             |                                                                                                                                                                              |                                      |                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Note 2:</b> If the penalty exceeds 10% of total contract value, the department may terminate the contract, forfeit PBG and debar/blacklist the bidder. |                                                                                                                                                                              |                                      |                                                                                                                                                                                                                                                                                                                                                                                     |

### 15 Rights of Food Consumer and Protection Department, BIHAR

The Bidder hereby acknowledges and unconditionally accepts that the Food & Consumer Protection Department, Government of Bihar (hereinafter referred to as the “Purchaser”), including its constituent District Consumer Disputes Redressal Commissions (DCDR) and the State Consumer Disputes Redressal Commission (SCDR), shall retain and exercise all rights as defined under the RFP, contractual terms, and applicable laws. Without limiting the generality of the Purchaser’s authority, the following rights shall explicitly vest in the Purchaser:

### **1. Right to Accept, Reject, or Modify Bids**

1.1 The Purchaser reserves the absolute and unrestricted right to accept or reject any bid, or all bids, at any stage of the procurement process, without assigning any reason and without incurring any liability.

1.2 The Purchaser may reject bids found incomplete, non-responsive, conditional, misleading, incorrectly signed, or deviating from the prescribed format.

1.3 The Purchaser may, at its discretion, seek clarifications, call for additional documents, or invite presentations from bidders without any obligation to accept the bid thereafter.

1.4 The Purchaser reserves the right to amend, modify, or withdraw the RFP or any part thereof at any time before contract signing.

### **2. Right to Verify, Inspect, and Validate Information**

2.1 The Purchaser reserves the right to physically inspect bidder offices, infrastructure, past project sites, manpower capabilities, certificates, and any other submitted documents.

2.2 The Purchaser may seek verification from third-party sources, statutory authorities, or client organizations regarding the authenticity of information provided.

2.3 Discovery of misrepresentation or false declaration at any stage empowers the Purchaser to reject the bid, terminate the contract, forfeit security deposits, and initiate legal action.

### **3. Right to Modify Scope of Work**

3.1 The Purchaser may, at any time during the contract period, revise, increase, decrease, or otherwise alter the scope of work in alignment with administrative requirements.

3.2 The bidder shall be obligated to undertake such additional or revised work under mutually agreed commercial terms or as per contracted rates.

3.3 No claim for compensation shall be entertained on account of changes necessary to meet Purchaser’s requirements.

### **4. Right to Control Project Execution and Quality**

4.1 The Purchaser shall have full authority to monitor, oversee, inspect, and validate all activities—including preparation, scanning, indexing, metadata creation, uploading, and backup preparation.

4.2 The Purchaser may conduct multi-level quality checks, order re-scanning, re-indexing, or corrections at no additional cost.

4.3 The Purchaser may appoint Nodal Officers or authorized representatives to supervise, direct, and certify all project activities.

4.4 All instructions issued in writing by authorized officers shall be binding on the bidder.

### **5. Right to Enforce Penalties and Liquidated Damages (LD)**

5.1 Notwithstanding the other remedies, legal course available to the department, it may impose Liquidated Damages in accordance with the timelines specified in the RFP, including:

- Delays in PBG submission
- Delays in project planning, scanning, indexing, uploading, or handover
- Rejection of poor-quality work

5.2 The maximum LD shall be capped at 10% of the contract value; however, breach beyond this limit may lead to contract termination, forfeiture of PBG, and blacklisting.

5.3 The Purchaser may deduct penalties, recover losses, or adjust invoices as deemed necessary.

## **6. Right to Terminate the Contract at any stage**

6.1 The Purchaser may terminate the contract with 30 days' written notice in cases of:

- Persistent delays
- Non-performance
- Quality failures
- Breach of contract terms
- Insolvency or liquidation
- Misrepresentation or fraud

6.2 In serious violations, termination may be immediate without notice.

6.3 Upon termination, the Purchaser may:

- Forfeit PBG
- Engage alternate vendors at the cost of the defaulting bidder
- Initiate blacklisting proceedings

## **7. Right to Intellectual Property, Data Ownership & Access**

7.1 All digitized files, images, metadata, indexed datasets, backups, reports, and documentation created during the project shall be the exclusive property of the Purchaser from the moment of creation.

7.2 The Purchaser reserves the right to reproduce, store, modify, distribute, or utilize the digital records without any restriction.

7.3 The Purchaser may inspect or retrieve data at any time from the bidder's systems.

7.4 The Purchaser may demand the destruction of copies or require secure deletion post-handover.

## **8. Right to Ensure Confidentiality & Security**

8.1 The Purchaser retains absolute rights to enforce confidentiality, demand secure information handling, and ensure compliance with IT Act, government security protocols, and data protection standards.

8.2 Any breach of confidentiality empowers the Purchaser to initiate termination, legal action, or blacklisting.

## **9. Right to Withhold, cancel, or recover Payments**

9.1 The Purchaser may withhold/cancel/recover payment in cases of:

- Incomplete deliverables
- Quality deficiencies/pending corrective actions
- Any loss/damage to government property/records in the commission office(s)
- Discrepancies in reported work
- Any other instances of non-fulfilment of terms and conditions of this RFP and/or contract.

9.2 The Purchaser may adjust payments due against penalties, LD, or damages.

9.3 Payments shall be contingent upon verification and acceptance by designated officers of DCDRC and SCDRC, in prescribed work completion certificate proforma.

9.4 Payment to the vendor will be made directly by the concerned DCDRC and SCDRC only.

9.5 No interest will be payable to the vendor on account of delays in release of payment.

## **10. Right to Blacklist, Debar, or Initiate Legal Action**

10.1 The Purchaser may blacklist or debar the bidder for fraudulent practices, misrepresentation, poor performance, violation of contract terms, or breach of confidentiality.

10.2 Legal proceedings may be initiated for intellectual property violations, data misuse, or breach of contractual undertakings.

**11. Right to Enforce Arbitration & Legal Jurisdiction**

11.1 The Purchaser reserves the right to resolve disputes through the Bihar Arbitration Tribunal or Arbitration & Conciliation Act (where applicable).

11.2 All disputes shall fall under exclusive jurisdiction of courts in Patna.

**12. Right to Control Exit Management**

12.1 The Purchaser may enforce a structured exit plan ensuring seamless transition/handover/ upload of data, documentation, devices, and digital assets.

12.2 The Purchaser may restrict the bidder from deleting, altering, or removing any project-related data until written clearance is issued.

## 16 Annexures

### Annexure 16.1 Checklist of documents to be enclosed in the Bid

(To be submitted by bidder, on letterhead, duly filled & signed)

| Sl. No. | Attached Annexures                                                                                             | Page no. of Technical Bid |
|---------|----------------------------------------------------------------------------------------------------------------|---------------------------|
| 1       | Annexure 16.2 Covering Letter for Submission of Bid                                                            |                           |
| 2       | Annexure 16.3 Bid Letter                                                                                       |                           |
| 3       | Annexure 16.4 Bidder Profile Details                                                                           |                           |
| 4       | Annexure 16.5: Relevant work experience/projects format                                                        |                           |
| 5       | Annexure 16.6: Prescribed Forms for undertakings/ declaration                                                  |                           |
| 6       | Annexure 16.7: Annual Turnover & Net Worth Details                                                             |                           |
| 7       | Annexure 16.8: Format of Bank Guarantee for EMD                                                                |                           |
| 8       | Annexure 16.9: Format of Performance Bank Guarantee (PBG)                                                      |                           |
| 9       | Annexure 16.10: Format of Non-Disclosure Agreement (NDA)                                                       |                           |
| 10      | Annexure 16.11: Format of Technical Presentation                                                               |                           |
| 11      | Annexure 16.12: <b>Format of commercial bid /financial bid <u>(NOT to be submitted with technical bid)</u></b> |                           |
| 12      | Annexure 16.13: Non – Blacklisting Undertaking                                                                 |                           |
| 13      | Annexure 16.14: Details of On-Roll/Payroll based Employees                                                     |                           |
| 14      | Annexure 16.15: Details of Consumer Commission Offices                                                         |                           |
| 15      | Annexure 16.16: Work Completion Verification Proforma required from DCDRC and SCDRC                            |                           |

## Annexure 16.2 Covering Letter for Submission of Bid

To

[Date]

The Secretary  
Food & Consumer Protection Department,  
Old Secretariat – Extension Building, Government of Bihar Patna – 800015, Bihar,  
email - foodbihar@gmail.com

Dear Sir,

We are hereby submitting our bid, which includes our Technical Bid and Financial Bid (in separate bid packets), in response to your RFP \_\_\_\_\_ <INSERT RFP TITLE> \_\_\_\_\_, RFP No. \_\_\_\_\_, dated \_\_\_\_\_. We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our bid is accepted, to start the services with immediate effect or as stipulated in the work order. We understand you are not bound to accept any bid you receive.

Yours sincerely,

[Full Signature]

Authorized Signatory

\_\_\_\_\_  
Name and seal of Bidder

\_\_\_\_\_  
Address of the Firm/Agency

### **Annexure 16.3 Bid Letter (on bidder's Letterhead)**

**To**

**[Date]**

The Secretary

Food & Consumer Protection Department,

Old Secretariat – Extension Building, Government of Bihar Patna – 800015, Bihar,

email - foodbihar@gmail.com

**Sub:** RFP for \_\_\_\_\_ (*INSERT RFP TITLE*) \_\_\_\_\_

Dear Sir,

With reference to your above cited RFP dated [\_\_\_\_\_], we have examined the RFP Document and understood their contents, hereby submit my Technical Bid. Capitalized expressions used in this letter have the same meaning as ascribed thereto in the RFP Document

1. We acknowledge that your department will be relying on the information provided in the Technical Bid and the documents accompanying the Technical Bid for selection of the Preferred Bidder and subsequent selection of the Successful Bidder, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Technical Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our participation in the Tender process and our possible selection as Successful Bidder.
3. We hereby confirm that we satisfy all the eligibility conditions prescribed in the aforesaid RFP/Tender Document. Specific confirmations with respect to our compliance with the eligibility conditions may be asked by the Department at any stage with reference to published RFP and its corrigendum/addendum (if any).
4. We hereby acknowledge that if any document submitted or produced by us is discovered subsequently as false, misleading or incorrect then we shall be liable under the Applicable Law in force and additional penal actions as per the decision of department.
5. We shall make available to Department, any additional information/clarification that Department may find necessary or required to supplement, evaluate or to authenticate the Technical Bid contents/claims.
6. We acknowledge the right of Department to reject our Technical Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account, whatsoever.
7. We hereby irrevocably waive any right or remedy which we may have at any stage at law or how so ever otherwise arising to challenge or question any decision taken by the Department in connection with the selection of the Preferred Bidder, or in connection with the Tender process itself, in respect of the RFP Document and the terms and implementation thereof.
8. In the event of, we have been declared as the Successful Bidder, we agree to enter into Agreement and other documents in accordance with the RFP Document and pay such amounts and provide the Performance Bank Guarantee (PBG) as required in the RFP.

9. We have ensured 100% compliance with the RFP Document and to the best of our knowledge this Bid is conforming to all the terms thereof.
10. We understand that Department shall not bear any financial liability, if any project needs to be closed/abandoned due to reasons beyond control of Department.
11. We agree and understand that the Bid is subject to the provisions of the RFP Document. In no case, we shall have any claim or right of whatsoever nature if the work is not awarded to us or our Bid is not opened or rejected.
12. The Financial Bid has been quoted by us after taking into consideration all the terms and conditions stated in the Tender Document, our own estimates of costs and feasibility and after a careful assessment of the geological and other information and all the conditions that may affect the work.
13. Our financial bid and commercial offer is valid for 180 days from the last Date of bid submission as specified in the Tender Document or such extended duration as may be agreed with Department.

In witness thereof, we submit this Bid letter forming part of our Technical Bid under and in accordance with the terms of the Tender Document.

Yours faithfully,

(Signature, Name and designation of Authorized Signatory)

Name and seal of Bidder

Date:

Place:

Enclosed:

[List and description of documents enclosed]

#### Annexure 16.4 Bidder Profile Details

|                                                                                                                                                    |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Name of the Bidder (Bidding entity)</b>                                                                                                         |  |
| <b>Legal status of the Bidding entity</b><br><i>[e.g., Private Ltd./ Partnership firm/Limited Liability Partnership/Society etc etc]</i>           |  |
| <b>Address of Registered Office</b>                                                                                                                |  |
| <b>Address for correspondence</b>                                                                                                                  |  |
| <b>Telephone No.</b><br><b>Fax No.</b>                                                                                                             |  |
| <b>E-mail Address</b>                                                                                                                              |  |
| <b>Number of years in operation as on bid submission date</b>                                                                                      |  |
| <b>Detail of the person holding power of attorney</b><br><i>(Attested &amp; notarised copy of power of attorney on stamp paper to be enclosed)</i> |  |
| <b>PAN of Bidder (copy to be enclosed)</b>                                                                                                         |  |
| <b>GST Registration Certificate &amp; GST No.</b><br><i>(Copy to be enclosed)</i>                                                                  |  |
| <b>Copy of EPF, ESI and Labour License etc.</b>                                                                                                    |  |
| <b>Any other valid documents/information to prove eligibility and experience</b>                                                                   |  |

[Full Signature]

Authorized Signatory

\_\_\_\_\_  
Name and seal of Bidder

\_\_\_\_\_  
Address of the Firm/Agency

**Annexure 16.5: Relevant work experience/projects/credentials format**

| Sl. No. | Details of Assignment                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Details (mention Page No. of Bid Proposal) |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| 1.      | Name of the Client Organisation                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                            |
| 2.      | Name of the Client's Contact person/ designation, Phone, E-mail & address                                                                                                                                                                                                                                                                                                                                                                                                       |                                            |
| 3.      | Project/Assignment Name                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                            |
| 4.      | Scope of the work of project/assignment                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                            |
| 5.      | Project/Assignment Start Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                            |
| 6.      | Project/Assignment End Date:<br>(mention ongoing with planned end date)                                                                                                                                                                                                                                                                                                                                                                                                         |                                            |
| 7.      | Total Project Cost (INR), including tax:                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                            |
| 8.      | Enclosed following required documents as per Pre-Qualification (PQ) and Technical Qualification (TQ) criteria of RFP: <ul style="list-style-type: none"><li>• For completed orders, attach a Copy of Work Order / Contract/Lol along with work completion certificate issued by client.</li><li>• For ongoing orders, attach a Copy of Work Order / Contract/ Lol along with CA certificate showing total revenue earned from the project, as on bid submission date.</li></ul> |                                            |

**Note:** Kindly attach this filled in annexure assignment details as supporting document for establishing the eligibility and technical evaluation. This must be furnished with page numbers indicated in the table above. Please use separate sheets wherever necessary.

Date: \_\_\_\_\_ Place: \_\_\_\_\_

Authorized Signatory Name:

Signature

Bidder Seal/Stamp

Name & Address of the Bidder:

**Annexure 16.6: Prescribed Forms for undertakings/ declaration by Bidder**

**DECLARATION**

(On letterhead of the Bidder)

**To**

**[Date]**

The Secretary  
Food & Consumer Protection Department,  
Old Secretariat – Extension Building, Government of Bihar Patna – 800015, Bihar,  
email - foodbihar@gmail.com

Dear Sir,

I/we hereby solemnly declare that any of our Directors or Partners, jointly or severally and/or individually or our firm/company have not been black-listed by the Central Govt. or any State Govt. or its public sector undertakings. We do not have any order/declaration of insolvency, judgment, or order of punishment/sentence by any court of law or any judicial/quasi-judicial body.

We further declare that:

- a. We have examined and understood the Act, all rules framed thereunder, the Tender Document and all documents referred therein;
- b. We have examined and have no reservations to the Tender Document, including any amendment/s issued by the Department vide corrigendum/addendums from time to time.
- c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered with the State Government or any other public sector enterprise or any government, central or state; and
- d. We hereby certify that we have taken steps to ensure that no person directly or on our behalf has been engaged or will be engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
- e. We have reviewed the terms of the Tender Document and hereby unconditionally and irrevocably accept, agree and acknowledge the terms thereof.

[Full Signature]

Authorized Signatory

---

Name and seal of Bidder

---

Address of the Firm/Agency

## Annexure 16.7: Annual Turnover & Net Worth Details

(On the Letterhead of Bidder's CA or Statutory Auditors with verifiable UDIN)

### **ANNUAL TURNOVER & NETWORTH DETAIL**

This is to certify that we M/s \_\_\_\_\_[AUDITOR FIRM NAME]\_\_\_\_\_ are the statutory Auditors of M/s \_\_\_\_\_[BIDDER NAME]\_\_\_\_\_ and that the below mentioned calculations are true as per the Audited Financial Statements of M/s \_\_\_\_\_[BIDDER NAME]\_\_\_\_\_ for the below mentioned years.

| <b>S. No</b> | <b>Financial Year</b>  | <b>Net Worth<br/>(INR Crores)</b> | <b>Overall Annual Turnover<br/>(INR Crores)</b> |
|--------------|------------------------|-----------------------------------|-------------------------------------------------|
| 1            | Financial Year 2022-23 |                                   |                                                 |
| 2            | Financial Year 2023-24 |                                   |                                                 |
| 3            | Financial Year 2024-25 |                                   |                                                 |
| 4            | Financial Year 2025-26 |                                   |                                                 |

| <b>Annual Turnover from Digitisation/ Document management/ Legacy data digitalisation</b> |                        |                                                                                                                              |
|-------------------------------------------------------------------------------------------|------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <b>S. No.</b>                                                                             | <b>Financial Year</b>  | <b>Year-wise Turnover from Digitisation/Document management/Legacy data digitalisation Related Projects<br/>(INR Crores)</b> |
| 1                                                                                         | Financial Year 2022-23 |                                                                                                                              |
| 2                                                                                         | Financial Year 2023-24 |                                                                                                                              |
| 3                                                                                         | Financial Year 2024-25 |                                                                                                                              |
| 4                                                                                         | Financial Year 2025-26 |                                                                                                                              |

**Note:** The audited Financial Statements for the corresponding year are being enclosed.  
Company Secretary / Statutory Auditor /Chartered Accountant

Name of Signatory:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

License no.: \_\_\_\_\_

Location: \_\_\_\_\_

UDIN: \_\_\_\_\_

Date: \_\_\_\_\_

## **Annexure 16.8: Format of Bank Guarantee for Earnest Money Deposit (EMD)**

*(on stamp paper)*

**Beneficiary: Food and Consumer Protection Department, Government of Bihar**

**Date:** .....

**Bank Guarantee No.:** .....

**Bank Guarantee Amount.:** .....

**Bank Guarantee Expiry Date.:** .....

Whereas M/s..... (Insert the name of the Bidder) (hereinafter called the "Bidder") has submitted its technical & financial proposals for the tender of ..... (Insert the name of work for which proposal is submitted) (hereinafter called the "Proposal") dated ..... against the Authority's Notice Inviting Tenders (NIT) Notice Inviting Proposal/Invitation for Bid No. .... (Insert NIT/NIP/IFB number as per publication in newspaper or website).

Furthermore, we understand that, according to your conditions, proposals must be supported by a Bid Security.

At the request of the Bidder, we ..... (insert name of the bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of ..... (insert bid security amount in figures) ..... (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the RFP conditions, because the Bidder:

- a) has withdrawn its Proposal during the period of Proposal validity specified by the Bidder in the Technical Proposal Form; or
- b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the RFP Document; or
- c) having been notified of the acceptance of its Proposal by the Authority during the period of proposal validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the RFP terms.

This guarantee will expire: (a) if the Bidder is the Successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued upon the Instruction of the Bidder; and (b) if the Bidder is not the Successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the Successful Bidder; or (ii) forty-five days after the expiration of the Bidder's proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

..... **Bank's seal and authorized officials' signature(s)**.....

#### **Annexure 16.9: Format of Bank Guarantee for Performance Bank Guarantee (PBG)**

Ref: \_\_\_\_\_ Bank Guarantee: \_\_\_\_\_ Date: \_\_\_\_\_

To

The Secretary  
Food & Consumer Protection Department,  
Old Secretariat – Extension Building, Government of Bihar Patna – 800015, Bihar,  
email - foodbihar@gmail.com

Dear Sir/Madam,

In consideration of \_\_\_\_\_ **<INSERT PURCHASER DEPARTMENT NAME>** \_\_\_\_\_, (hereinafter referred as the “Purchaser” or “Department” or “Buyer” which expressions shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns), pursuant to the RFP for \_\_\_\_\_ **[INSERT RFP TITLE]** \_\_\_\_\_ (hereinafter referred to as “RFP”) desires to award a contract to M/s. \_\_\_\_\_ **[INSERT BIDDER NAME]** \_\_\_\_\_ (hereinafter referred to as the “vendor” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), and the Buyer has issued a letter of intent/ letter of intimation (hereinafter referred to as “LoI”) bearing No. \_\_\_\_\_ **[INSERT LOI NO. & DATE]** \_\_\_\_\_ and dated \_\_\_\_\_ and the same having been unequivocally accepted by the vendor, is going to be resulting in a Contract valued at \_\_\_\_\_ **[INSERT CONTRACT VALUE IN RUPEES]** \_\_\_\_\_ for a period of \_\_\_\_\_ **[INSERT CONTRACT PERIOD]** \_\_\_\_\_ (hereinafter called the “Contract”) and the vendor having agreed to furnish a Performance Bank Guarantee amounting to Rs. \_\_\_\_\_ **[INSERT BANK GUARANTEE AMOUNT]** \_\_\_\_\_ (in words and figures) to the Buyer, as a performance security as stipulated by the Buyer in the said RFP, for accuracy of the services performed.

We \_\_\_\_\_ (Name of the Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Buyer immediately on demand any or, all amount payable by the vendor to the extent of \_\_\_\_\_ **[INSERT BANK GUARANTEE AMOUNT]** \_\_\_\_\_ as aforesaid at any time up to \_\_\_\_\_ **[DD/MM/YYYY]** \_\_\_\_\_ @ \_\_\_\_\_ **[HH:MM]** \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the vendor. Any such demand made by the Buyer on the Bank shall be conclusive and binding notwithstanding any difference between the Buyer and the vendor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Buyer discharges this guarantee.

The Buyer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the vendor. The Buyer 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 Buyer and to exercise the same at any time in any manner, and either to enforce or to forebear to

enforce any covenants, contained or implied, in the Contract between the Buyer and the vendor any other course or remedy or security available to the Buyer. The bank shall not be relieved of its obligations under these presents by any exercise by the Buyer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Buyer or any other indulgence shown by the Buyer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

And that, this guarantee shall be extended from time to time for such period (not exceeding two years and three months), as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2026 at \_\_\_\_\_

Bank Guarantee Expiry Date: \_\_\_\_\_

Bank Guarantee Claim Expiry Date: \_\_\_\_\_

Signature of Bank Authorised Signatory: \_\_\_\_\_

Seal of Bank & Authorised Signatory: \_\_\_\_\_

WITNESS \_\_\_\_\_

\_\_\_\_\_

(Name)

(Signature)

(Name)

(Signature)

**Note:**

- Strike out whichever is not applicable.
- PBG must be valid for sufficient duration as per terms & conditions of RFP.

**Annexure 16.10: Format of Non-Disclosure Agreement (NDA)**  
(NON-DISCLOSURE AGREEMENT)

Ref. No. \_\_\_\_\_ Dated: \_\_\_\_\_

**NON-DISCLOSURE AGREEMENT**

This agreement is valid till a period of **five years** from the date of work order, and is made by and between **Food and Consumer Protection Department, Bihar, Patna**, (herein referred to as 'DISCLOSING PARTY') whose address is '**Old Secretariat, Patna-800015, Bihar**, India and M/s. .... (hereinafter referred to as Recipient)

Both the parties shall mean and include their successors at Office from time to time, legal representatives, administrators, executors and assigns, etc.

This agreement shall govern the conditions of disclosure by disclosing party to Recipient of certain confidential and proprietary information that is oral, written, or in computer file format. Examples of Confidential Information include the details of beneficiaries, identities of office documents, records and other information retained/ used by disclosing party, in connection with disclosing party's office, employees, official information, computer databases, creatives, content, digital records, digital account details and credentials, containing employee/citizen, files data and System information, designs, drawings, specifications, techniques, models, documentation, diagrams, flow charts, research and development process and procedures, know-how", new product or new technology/policy information, financial, policy, file information and decisions, project/program/ scheme details, budget, governance techniques and materials, timetables, strategies and development plans, trade names and trademarks not yet disclosed to the public, business methods and trade secrets, and personnel information.

**1. Purpose of Disclosure:** Disclosing party is disclosing the Confidential Information to Recipient in order for Recipient to provide goods and services to disclosing party's in accordance with RFP **INSERT RFP TITLE**.

**2. Confidentiality Obligations of Recipient. Recipient hereby agrees:**

(a) Recipient will hold the Confidential Information in complete confidence and not to disclose the Confidential Information to any other person or entity, or otherwise transfer, publish, reveal, or permit access to the Confidential Information without the express prior written consent of Disclosing Party.

(b) Recipient will not copy, photograph, modify, disassemble, reverse engineer, decompile, or in any other manner reproduce the Confidential Information without the express prior written consent of disclosing party.

If any Confidential Information is delivered to Recipient in physical form, such as data files or hard copies, recipient will return the Confidential Information, together with any copies thereof, promptly after the purpose for which they were furnished has been accomplished, or upon the request of disclosing party. In addition, upon request off disclosing party in writing/email Recipient will destroy materials prepared by Recipient that contain Confidential Information.

(c) Recipient shall use Confidential Information only for the purpose of evaluating Recipient's interest in providing services to disclosing party, and for no other purpose. Without limiting the generality of the previous sentence, Recipient specifically agrees not to sell, rent, or otherwise disclose any of disclosing party's Confidential Information either in full or part to any competitor of disclosing party, nor will Recipient use the Confidential Information to directly or indirectly contact or contract with any of disclosing party's employees, System, contractors and agents who carry out or otherwise fulfill the services on behalf of disclosing party (its "Affiliates"). Recipient shall promptly notify disclosing party of any disclosure or use of Confidential Information in violation of this Agreement for which disclosing party shall be indemnified by the Recipient.

**Exclusions:** None of the following shall be considered to be “Confidential Information”-

- (a) Information which was in the lawful and unrestricted possession of Recipient prior to its disclosure by disclosing party;
- (b) Information which is readily ascertainable from sources of information freely/easily available in the general public;
- (c) Information which is obtained by Recipient from a third party who did not derive such information from disclosing party.

**4. Remedies:** Recipient acknowledges that disclosing party’s Confidential information has been developed or obtained by the investment of significant time, effort and expense and provides disclosing party with a significant competitive advantage in its business, and that if Recipient breaches its obligations hereunder, disclosing party will suffer immediate, irreparable harm for which monetary damages will provide inadequate compensation. Accordingly, the disclosing party will be entitled, in addition to any other remedies available at law in equity, to injunctive relief to specifically enforce the terms of this Agreement. Recipient agrees to indemnify disclosing party against any losses sustained by disclosing party, including reasonable attorney’s fees, by reason of the breach of any provision of this Agreement by Recipient. The Recipient acknowledges that, during the course of execution of this Agreement, it may receive information relating to the Department’s internal processes, officials, vendors, service providers, systems, and other stakeholders engaged by the Disclosing Party for discharge of its official functions.

The Recipient hereby agrees that it shall not, directly or indirectly, without the prior written consent of the Disclosing Party, solicit, engage, contract with, or attempt to establish any independent commercial, contractual, or service relationship with any Department, office, agency, vendor, service provider, or personnel whose details are disclosed or become known to the Recipient solely as a result of this Agreement.

In the event the Recipient is found to have violated the above obligation, such action shall be deemed a material breach of this Agreement, and the Disclosing Party shall be entitled to take appropriate legal and contractual remedies as permissible under applicable laws, including termination of the contract, recovery of losses, and such other reliefs as may be available in law or equity.

This clause shall not apply where the Recipient can demonstrate, to the satisfaction of the Disclosing Party, that such relationship existed independently and prior to the disclosure of information under this Agreement.

**5. No Rights Granted to Recipient:** Recipient further acknowledges and agrees that the furnishing of Confidential Information to Recipient by disclosing party shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by disclosing party.

**6. Miscellaneous Provisions:**

(a) This Agreement sets forth the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understanding. This Agreement may only be amended or modified by a writing signed by both parties.

(b) If any provision of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired.

(c) This Agreement is binding upon the successors, assigns and legal representatives the parties hereto, and is intended to protect Confidential Information of any successors or assign of disclosing party.

(d) Each Provision of this Agreement is intended to be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or enforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability, be served, and the remaining provisions of this Agreement shall remain in effect/force.

(e) The terms and conditions governing the provision of the agreement shall be governed by and construed in accordance with laws of the union of India and shall be subject to the exclusive

Jurisdiction of the courts of Patna.

- i. Any or all disputes arising out or in connection with this agreement shall so far as may be possible to settled amicably between the parties within a period of thirty days from such dispute(s) arising.
  - ii. However failing such amicable settlement all disputes and differences, the parties shall be referred to a panel of three arbitrators, for conducting Arbitration in accordance with the provisions of applicable Act at the time of arbitration.
  - iii. The parties shall mutually ensure and co-operate with each other in the arbitral proceedings, so that the same can be concluded and awarded within a period of six months from the date of commencement of the arbitral proceedings.
  - iv. The arbitral proceedings shall be conducted in English, both parties shall be bound by the award passed and delivered by the arbitral tribunal and shall not attempt to challenge the authenticity of the award, before any authority or courts or any other statutory body.
  - v. The venue of arbitration shall be Patna.
- (f) If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorney's fees and other expenses incurred by the prevailing party from the other party.

Signed on behalf of  
Food & Consumer Protection Deptt., GoB.,  
Signature:  
Name:  
Designation with seal:  
Date:

M/s. ....  
Signature:  
Name:  
Designation with seal:  
Date

## **Annexure 16.11: Format of Technical Presentation to be enclosed with technical bid**

The Technical Proposal shall include the following components:

### **Bidder's Profile and Experience**

- Legal status and organizational background.
- Experience in large-scale digitization and archival projects, particularly for Government / PSU / State Government departments/Private.
  - Details of similar assignments completed, including project value, volume of records digitized, and client references.
  - Infrastructure capability including scanning equipment, software tools, and data security mechanisms.

### **Documents Supporting Pre-Qualification and Technical Evaluation Criteria**

- Certificates of incorporation and statutory registrations.
- Experience certificates, work orders, and completion certificates.
- Financial statements as required under eligibility criteria.
- Any other documentary evidence required under the RFP.

### **Understanding of Project Scope and Objectives**

- Key challenges anticipated in large-scale record digitization.
- Approach to ensure accuracy, confidentiality, and timely completion.
- Risk identification and mitigation strategies.

### **Digitization Management and Quality Framework**

- Proposed workflow for pre-digitization, scanning, indexing, and uploading.
- Quality control methodology including multi-level verification processes.
- Data validation, metadata accuracy checks, and audit trail maintenance.
- Security framework for safe handling of physical and digital records.

### **Implementation Methodology and Project Plan**

- Detailed project plan outlining phases such as preparation, scanning, indexing, uploading, quality assurance, and final handover.
- Timeline with milestone-wise deliverables.
- Deployment plan for manpower and equipment.
- Productivity benchmarks and daily/weekly targets.

### **Support, Security, and Data Management Plan**

- Data backup and disaster recovery strategy.
- Secure storage mechanisms (primary and secondary backups).
- Role-based access controls and data protection measures.
- Escalation matrix for operational issues and incident reporting mechanism.
- Post-completion support, if applicable.

**Important Note:** The Technical Proposal shall be complete in all respects and signed by an authorized signatory. Incomplete submissions or deviations from the prescribed structure may lead to rejection.

**Annexure 16.12: Format of commercial bid/financial bid (not to be submitted with technical bid)****Financial Proposal Template (Commercial bid format)**

The Financial Proposal shall be submitted on a **per-page digitization basis** for execution of the digitization and digital archival work for the Food & Consumer Protection Department, Bihar.

**The Bidder shall quote rates strictly in the format below:**

**Financial Proposal Format**

| Sl. | Cost head                                                                                                                                                             | Unit     | Approx. Qty<br>(A) | Unit Rate<br>(in Rs.)<br>(B) | Cost<br>(in Rs.)<br>(C=AxB) | Taxes<br>(in Rs.)<br>(D) | Total Cost<br>(in Rs.)<br>(E=C+D) |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------|------------------------------|-----------------------------|--------------------------|-----------------------------------|
| 1   | Pre-Digitization Activities (Sorting, Tagging, catalog creation etc.)                                                                                                 | Per Page | 53,08,800 pages    |                              |                             |                          |                                   |
| 2   | Scanning & Image Processing-High-Resolution 200DPI Scanning, cleansing (if needed)                                                                                    | Per Page | 53,08,800 pages    |                              |                             |                          |                                   |
| 3   | Indexing & Metadata Creation                                                                                                                                          | Per Page | 53,08,800 pages    |                              |                             |                          |                                   |
| 4   | Quality Assurance & Validation                                                                                                                                        | Per Page | 53,08,800 pages    |                              |                             |                          |                                   |
| 5   | Uploading to e-Jagriti portal                                                                                                                                         | Per case | 1,51,680 cases     |                              |                             |                          |                                   |
| 6   | Digital Repository Management and handover of backup dataset on tamper-proof SSD/NAS disk or uploading the same to specified backup document repository of department | Per Page | 53,08,800 pages    |                              |                             |                          |                                   |
|     | <b>Grand Total (Total Rate Quoted)</b><br>In Rupees                                                                                                                   |          |                    |                              |                             |                          |                                   |

**Grand Total in Figures (INR):** \_\_\_\_\_

**Grand Total in Words (INR):** \_\_\_\_\_

**Financial Proposal – General Conditions**

**1. Inclusive Rates:** The quoted per-page rate shall be inclusive of all costs and expenses necessary for successful execution of the digitization assignment, including but not limited to:

- Manpower costs (Project Manager, Operators, QC Staff, IT Support, office furniture, internet fees etc.)
- Scanning equipment and software

- Data storage devices and backup systems
  - Packing, handling, and record storage/ movement charges
  - Administrative overheads
  - Insurance and statutory compliances
  - Transportation, lodging, boarding, and local conveyance
- No additional payment shall be made on account of any incidental or operational expenses.

**2. Taxes and Duties:** Applicable taxes and duties, including Goods and Services Tax (GST), shall be indicated separately in the Financial Proposal as per prevailing statutory provisions. Payment of taxes shall be made as per applicable Government norms.

**3. Price Validity:** The quoted per-page rate shall remain firm and valid for the entire duration of the project. No escalation in rates shall be permitted during the contract period unless specifically provided for under the terms of the RFP.

#### **Annexure 16.13: Non-Blacklisting Certificate (Undertaking of non-blacklisting)**

-

I/We hereby declare that ..... (Name of the Agency) ..... (Registered Address) has never been blacklisted/debarred by Govt. of India or any state govt. or public sector institution/organisation in last three (3) years.

I/We confirm that our firm will complete the work as per the technical specifications required, in specified time decided by Food & Consumer Protection Department, Government of Bihar.

I/We further confirm that we are aware that our bid for the captioned tender would be liable for rejection in case any misrepresentation, falsification or effort to mislead the department is made or discovered with regard to the requirements of this tender at any stage of the bidding process or thereafter during the agreement period.

Date:

Name of the Bidder:

Name of the Authorized Person:

Signature of the Authorized Person:

Seal of the Bidding Agency:

**Annexure 16.14: Details of On-Roll , Payroll based Employees**

(To be submitted on the Bidder's Letterhead)

**1. Declaration**

We hereby certify that our organization has deployed on-roll and/or outsourced employees as per the details provided below. We confirm that the information furnished herein is true and correct to the best of our knowledge and belief.

**2. Details of Payrolled Employees Deployed on Government Projects**

| Number of On-Roll Employees working on Government IT Projects | Number of On-Roll Employees working on Document digitalization projects | Supporting Document Reference |
|---------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------|
|                                                               |                                                                         |                               |
|                                                               |                                                                         |                               |
|                                                               |                                                                         |                               |
|                                                               |                                                                         |                               |
|                                                               |                                                                         |                               |
|                                                               |                                                                         |                               |

Total No. of Employees on Payroll: \_\_\_\_\_

Total Number of Employees on Payroll in Bihar: \_\_\_\_\_

Total Number of Districts Covered in Bihar: \_\_\_\_\_

**Authorized Signatory:**

Name:

Designation:

Company Name:

Signature with Seal:

Date:

### Annexure 16.15: Details of Consumer Commission Office Establishments in Bihar

| S. No. | District | SCDRC Office Name                                          |
|--------|----------|------------------------------------------------------------|
| 1      | Patna    | State Consumer Disputes Redressal Commission, Bihar, Patna |

#### Annexure 15.16: Work completion certificate proforma

(To be issued by DCDRC and SCDRC after completion of work, **before payment release**)

- Name of Commission: \_\_\_\_\_, District: \_\_\_\_\_
- Start Date of data digitisation work: \_\_\_\_\_
- End-Date of data digitisation work: \_\_\_\_\_
- Total No. of cases pending for digitisation & upload (for the period of \_\_\_\_ to \_\_\_\_): \_\_\_\_\_
- Total No. of cases digitized by the vendor: \_\_\_\_\_
- Total No. of pages digitized by the vendor: \_\_\_\_\_
- Total No. of cases uploaded to e-Jagriti portal: \_\_\_\_\_
- Did the nodal officer of commission check and satisfied himself/herself with the accuracy, sanctity and sufficiency of the data digitisation work done by vendor? : YES / NO
- Total No. of cases checked and validated by the nodal officer: \_\_\_\_\_
- Total No. of pages digitized, as checked and validated by the nodal officer: \_\_\_\_\_
- Revocation of e-Jagriti portal access granted to vendor's personnel: Has the commission removed e-Jagriti portal upload access granted to vendor's personnel during project work?: YES / NO
- Is there any instance of inaccurate/inappropriate digitization/upload which is unresolved? YES / NO
- Has there been any instance of damage/loss/misplacement of any records/pages by the vendor's personnel working in the commission office? YES / NO
- If response to #13 is "YES", give details of the pending/recoverable amounts (if any) from vendor fee  
\_\_\_\_\_
- Is the issue reported in #13 above now fully resolved to the satisfaction of commission?: YES / NO
- Has the vendor handed-over all records/files back the commission after completion of work:  
YES / NO

#### 17. Payment Recommendation by commission:

- Does the commission endorse that payment be released to the vendor? : YES / NO
- If payment endorsed, specify total no. of cases and total no. of pages for which payment is being endorsed to be released to the vendor: \_\_\_\_\_ cases, \_\_\_\_\_ pages
- Total amount being endorsed for payment and its breakup(attach details in extra sheets):  
Rupees \_\_\_\_\_ (in figures), Rupees \_\_\_\_\_ (in words)
- Total amount of deduction/recovery(if any) endorsed and reasons thereof: \_\_\_\_\_
- Total amount endorsed for payment (with tax) in figures and words: \_\_\_\_\_**

**[Signature Nodal Officer]**

**Date:**

**Place:**

**[Signature Chairman]**