REQUEST FOR PROPOSAL (RFP)

Empanelment of agencies for Scanning, Digitization, Indexing and Uploading of Registration records

Tender No: Scanning/Registration/03
Dated: 01/09/2023

Department of Prohibition, Excise and Registration Government of Bihar

1 Introduction

1.1 The Department of Prohibition, Excise and Registration, Govt. of Bihar invites bids from eligible agencies for scanning, digitization, indexing and uploading of the registration records. It is to be noted that the vendors who have been awarded the contract by the Department of Prohibition, Excise and Registration, Govt. of Bihar earlier shall not be allowed to participate in the bid.

1.2 All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 5,00,000 (Rupees five Lakhs Only in the form of Bank Guarantee in favor of **Excise Commissioner Cum I.G. Registration**, **Account Number – 922020004238912, Branch Name – AXIS Bank Limited RajaBazar**, payable at Patna. Bids submitted without adequate EMD will be liable for rejection.

1.3 The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2 Schedule of Bid Process

SL#	Information	Details
1.	RFP No. and Date of availability	Scanning/Registration/03, Available for download from 25 September 2023 4:00 PM till 12 October 2023, 4:00 PM
2.	Date of pre-bid conference	26 September 2023, 4:00 pm at Conference Room, Department of Prohibition, Excise and Registration, Vikash Bhawan, New Secretariat, Patna – 800 015
4.	Release of response to clarifications	28 September 2023, 5:00 PM
5.	Last date of submission of bid	12 October 2023, 4:00 PM
6.	Opening of Technical Bids	12 October 2023, 4:30 PM
7	Opening of Financial Bids	To be intimated
7.	Contact person for queries	Manoj Kumar Sanjay AIG, Registration email: excise-bih@nic.in

3. Background Information

In a state like Bihar with an agrarian economy, possession of land is a very important dimension in the social fabric. Registration of properties including land is crucial as it gives legitimacy to deeds. The Registration Department functions as a trusted record keeper for the citizens of Bihar by registering various documents related to transfer of property, society formation etc. System for Computerized Registration (SCORE) was introduced in all the registration offices across the state of Bihar from 2005 onwards to computerize the registration process as a conscious effort to introduce transparency and reduce scopefor malpractices. In SCORE, the data pertaining to deeds are captured in databases including photos and fingerprints and the entire content of the registered deeds are captured through scanner and stored in CDs and external hard disk as permanent records apart from the oracle data on the local server.
The computerized registration has been implemented in all Registration offices located in 38 districts of Bihar. On an average District Registry Office registers 100-150 documents per days whereas a Sub-Registry Office registers 30-80 documents per day. Further physical storage of old records pose another considerable challenge for the Department as moisture and high temperature has a telling effect on the records. Moreover, frequent handling of the records by staff for generating certified copies for the citizens also lead to significant degeneration of the records.

The Department has computerized all registration offices in the State since the year 2005 and onwards (post-computerization). In the computerized process the data pertaining to deeds are captured in databases including photos and fingerprints through a software called System for Computerized Registration (SCORE). The entire content of the registered deeds is captured through scanner and stored in CDs and external hard disk as permanent records apart from the oracle data on the local server. But, for the legacy data (pre-computerization) there is a requirement to create database and scan the old records using a software solution.

The computerized registration has been implemented in 137 number of Registry/Sub-Registry offices located in 38 districts of Bihar. On an average District Registry Office registers 100-150 documents per day whereas a Sub-Registry Office registers 50-70 documents per day. In numbers, annually more than 10 lakhs of documents are registered. The information of the documents is captured in oracle database and subsequently scanning of the documents is done for upkeep of the document in paper or digital form.

4. Scope of work

The high-level process for Scanning and Digitization of records/files is as mentioned below:

4.1 Setup of scanning and digitization facility at the End User Department's office

1. The Empanelled vendor shall be required to set up the required scanning infrastructure at the registry offices for scanning the registration records as proposed by the Department. The upgradation and maintenance of the infrastructure shall be the responsibility of the vendor.
2. The Department shall provide the necessary space to setup the scanning infrastructure and would also provide basic furniture and electricity.

4.2 Pre-scanning Preparation

1. Documents are required to be collected from the local authorities and required to be counted and entered into the log register before taking to the scanning area. Any damage to the documents collected shall make the vendor liable for the same.
2. The vendor shall be responsible for removal of unwanted dust, removal of tags, pins, threads, rubber bands etc. and sorting & numbering of pages in the document file in the correct order.

4.3 Scanning and Digitization

4.3.1 Scanning: -

1. The vendor is expected to use book scanners to conduct the scanning exercise. The book scanners employed should support A3, A4 and 18 inches X 12 inches scanning. The scanned documents/material shall be stored in PDF format.
2. Contents of the digitized documents should be an exact replica of the original documents handed over by the department. The vendor shall ensure that the scanned document should be of acceptable readability, reasonable accuracy
3. Under no circumstances should the vendor change, unbind, mutilate, destroy or replace the documents handed over to by the department

4.3.2 Indexing: - The vendor has to do metadata entry for indexing as per the requirement of Registry/Sub-Registry offices of the Department.

4.3.3 Quality Control: -

******* *In case the output of the scanned document is not satisfactory, the operator would rescan the document at a higher resolution.*

1. The partner will have to conduct quality control of the scanned images:
    - Clarity of the scanned documents
    - Skew correction to make the documents straight
    - Remove black noises around the text
    - De-speckle (remove small dots between the text)
    - Provide equal margins around the text
    - Brightness and contrast adjustment
    - Folds removal
    - Check for missing documents if any
    - Check whether the images are as per the document sequence and its resolution by electronically rearranging the sequence
    - Check the visual quality of the image vis-à-vis the original document

4.3.4 Upload data on server

1. Post completion of the scanning & indexing activities and quality control, it is the responsibility of the vendor to upload data in Data Centre at HQ.

2. The vendor would be required to maintain and submit MIS reports to the department on a periodical basis during the execution of the project. The MIS reports would need to be submitted in formats specified by the Registration Department from time to time.

4.3.5 Develop Customized Application

The vendor would need to develop application software which must have at least the following features:

a) Scanning:-

1. Scanner interface should be provided so that the documents are directly scanned into the respective folders and sub-folders in the database by the application

2. The application should be able to correlate multiple scanned documents to a single transaction as necessary through suitable tags.

b) Storage: -

1. There should be provision for structured filing mechanism which would be based on multiple folders and sub-folders.
2. Nomenclatures used by the application should tally with the nomenclature used by the Registration Dept.
3. Inputs will be provided by designated Registration Dept. officials for developing the required filing structure and nomenclature to be used
4. Version control system should be devised and followed for the documents stored

c) Indexing: -

1. The vendor needs to ensure that all documents are indexed with given parameters. Indexing would be critical for the success of the project in terms of identification and categorization of the scanned data to enable logical storage and quick retrieval of the same. The key words to be used for indexing (also referred to as metadata) would be finalized in consultation with the partner prior to commencement of the exercise.
2. In order to have a higher accuracy of indexing, the metadata would have to be entered twice.
3. The first time the metadata would have to be entered directly from the original document
4. The second time the metadata has to be entered from the scanned images. At this stage, if there is any mismatch found between the first entry and the second entry, the second entry will have to be rechecked and the specific field re-entered.
5. This would ensure that any errors arising from data entry are reduced. The vendor has to do metadata entry for indexing as per the requirement of Registry/Sub-Registry offices of the Department.

Sample fields for indexing:

(1) Document Details

Token No	**Reg. Year**	**Serial No**	**Book No.**	**Deed No.**	**Registration Date**	**DSRO/SRO**	**Transaction Type**

(2) Presenter Details

Presenter Name	**Father/Husband Name**	**Address**	**Sex**

(3) Party Details

S. No.	Type	Name	Father / Husband Name	Sex	Address
1					
2					

(4) Property Details

#	Property Type	DSRO / SRO	Circle	Thana	Khata	Plot	Are a (in Deci mal)	East	West	North	South
1											

d) The data entry for documents shall be for approximately 30 fields.
e) Search and Retrieval
    a. There should be provision for browser-based search and retrieval
    b. The Search function should be operable on various criteria such as name, address, and other property details.
    c. The search should be done in English.
    d. Features such as word stemming, intuitive searching and proximity searching should be available
f) Role based user access: - The different levels of users will be defined by the Registration Dept.
g) The application to be developed must comply with the following requirements at a minimum:
- Compatibility with other applications currently being run by the department using standard interfaces.
- Easy to use with a Graphical User Interface (GUI)
- Adequate administration controls including security features that facilitate the process of setting access controls at multiple levels
- Function in a networked as well as web-enabled environment with multiple users
- Ability to print reports directly through networked printers
- Built-in back up and data recovery features in the event processing is disrupted due to power loss or other interruptions
- Online help and printed user manuals

h) The IPR and ownership of the application developed would remain with the Registration Dept.
i) Reporting: The successful bidder shall provide mechanism for checking the scanning progress. This shall include the daily, weekly, monthly and overall progress (number of images/pages scanned, percentage scanned etc).

4.4 Training

The bidder would also need to impart training to the local departmental officials on the features and usage of the application. The partner would also need to provide handholding support to Registration Department officials for querying, retrieving and other required operations till 6 months after passing over the application to the Registration department.

4.5 Loss of data

a) Bidder should take good care of all Government records and will be responsible for security of the record from time of receipt to time of delivery.
b) Penalty for per record will be charged against the loss or damage of record.
c) The bidder should not accept illegible record. Non-readable record at the time of returning of the data will be considered as damaged record.

4.6 Approximate Quantum of work

Scanning and indexing will be required to be accomplished at the respective District Registry/Sub-Registry Offices. The uploading of the entire data is proposed at the HQ data center (in offline mode). The total number of pages to be scanned shall be minimum 20-25 crore. The number of pages mentioned is indicative, it may increase or decrease as per the requirement of the Department.

Zone No.	Districts
1	Patna, Nalanda, Bhojpur, Rohtas, Buxer, Kaimur
2	West Champaran, East Champaran, Muzaffarpur, Sitamarhi, Sheohar, Vaishali
3	Saran, Siwan, Gopalganj
4	Darbhanga, Madhubani, Samastipur
5	Saharsa, Madhepura, Supaul
6	Purnia, Araria, Katihar, Kashinganj
7	Bhagalpura, Banka
8	Munger, Jamui, Khagaria, Lakhisarai, Begusarai, Sheikhpura
9	Gaya, Nawada, Aurangabad, Jehanabad, Arwal

5. Timelines

The project duration shall be valid for a period of one year from the date of issue of Work Order. Any further extension shall be decided by the Department. In addition to above, each bidder shall scan minimum of 1000 pages per machine/ scanner per district per day. Further, the bidder shall perform indexing of minimum 20 deeds per district per day and atleast 400 deeds shall be uploaded in the server every month per district. In case if the target is not achieved as mentioned above, the Department reserves the right to impose suitable penalty against the vendor.

6. Indemnification

a) The Bidder shall, at its own expense, defend and indemnify Department against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or wilful default by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

b) The Bidder shall indemnify, protect and save Department and hold Department harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from (i). a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract (ii). breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder (iii). use of the deliverables and or services provided by the Bidder (iv). Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

c) The Bidder shall further indemnify Department against any proven loss or damage to Department's premises or property, etc., due to the gross negligence and/or wilful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.

d) The Bidder shall further indemnify Department against any proven loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on Department for malfunctioning of the equipment at all points of time.

e) The vendor shall ensure compliance with all applicable laws, local and central including all labor laws like ESI ,EPF, Minimum wages Act, Bihar shops and establishments act , Contract Labour (Regulation and Abolition)Act 1970 , Payment of Bonus etc. and shall keep the Department indemnified and harmless in case of violation of any applicable laws.

7.Termination and Blacklisting:

7.1 The Department may terminate this Agreement and Blacklist/Debar the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days written notice of termination to Second Party.

a. If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
b. If the vendor becomes bankrupt, insolvent or goes into compulsory liquidation
c. If the vendor, in the judgement of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
d. If the vendor submits to Department a false statement which has material effect on the rights, obligations, or interests of the Department.
e. If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
f. If the vendor fails to provide Quality services as envisaged under this Agreement.
g. Serious discrepancy and delay in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Call Centre.
h. Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
i. Failure to abide by any lawful directions of the Department.

Note: - Blacklisting/Debarment of the vendor shall be natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the Department.
Provided that before placing the vendor in the blacklist, with or without the termination of the contract, the Department shall issue a notice given 15 days of time to the vendor.

7.2 Penalties: - The Department may impose a suitable penalty of the vendor of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty.

7.3 Termination Payments: - These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the sub-vendors of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

7.4 Blacklisting without termination: - The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.

7.5 Foreclosure with Mutual consent: -

a) Without prejudices to any provisions of this agreement, Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
b) Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
c) In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
d) Any attempt or endeavor for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties form discharging their contractual obligations under this Agreement.
e) For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the Department.

8. Fraud or Corrupt Practices

a) The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOA or the Agreement, the Department of Excise and Prohibition, Government of Bihar may reject a bid, withdraw the LOA, debar the bidder for a period of one year from participating in the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the Department of Excise and Prohibition, Government of Bihar shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.
b) Without prejudice to the rights of DEPARTMENT under Clause above and the rights and remedies which the DEPARTMENT may have under the LOI or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by DEPARTMENT during a period of <1(one)year> from the date such Bidder, is found by DEPARTMENT to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
c) For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:

i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
ii. "fraudulent practice" means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
iii. "coercive practice" means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Department of Excise and Prohibition, Government of Bihar with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

9. Dispute Resolution

a) The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
b) All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between Department and the vendor's representative.
c) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:

   i. **Conciliation**: - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.

   iii. **Arbitration:** - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act. All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.
d) The Arbitral award shall be final and binding on both the parties.
e) Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by Department unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by Department, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

10. Payment Terms: -

Payments shall be made on monthly basis on achieving the SLA levels as mentioned in the department. In case SLAs are not met, requisite penalties shall be imposed as per section 11 of this RFP.

11. Service Level Agreement:

In case of non-availability of pages to be scanned, the firm has to inform the local authority in writing.

The maximum penalty to be levied shall be 10% of the overall contract value. In case, penalty against the SLA is beyond the maximum limit, the Department would be independent to take further action against the vendor as per the terms and conditions of the contract.

SNo	Service Category	Service Level Objective	Method of measurement	Reporting Period	Target Service Level	Penalties
1	Project kick-off (Start of Digitization services)	Project kick off on time	Department officials shall track the project start date post issuance of the work order	NA	The vendor shall start the project within 3 weeks from the issue of the work order	Delay in project kick-off shall attract penalty @ INR 5000 per week or thereof shall be levied subject to maximum INR 40000. In case delay is beyond the maximum limit, the Department reserves the right to take disciplinary action against the empanelled vendor and may lead to termination of the contract.

2	Data Accuracy	Accuracy of data digitized or migrated by the Agency as compared to original record	Purchaser designated team shall take physical count of the data migrated/digitized and uploaded in the new system and also review for accuracy against original source data	Fortnightly	95%	25% of scanning /Digitization cost of erroneous records. Also, Agency will have to correct an incorrect record at no extra cost

Data Digitization Activities

S. No.	Base level	Penalty
1.	% Accuracy	Purchaser officials will physically verify the digitized records submitted by the Agency vendor against the original records and will identify the erroneous fields in each record. The % accuracy for each batch will be calculated as follows: Total no. of erroneous fields in the batch -X Total no. of records in the batch- Y Field per record - N Accuracy per batch (%) = (X*100)/(Y*N)
2.	Digitization Cost	Digitization cost = A*Y, where "A" is the rate per record digitized and Y is the total no. of records in the batch.

- Accuracy of less than 90% will be considered as the Breach of the Agreement and Purchaser reserves the Right to terminate the agreement.
- For SLO at S no. 2, drop below 90% of the target will be considered as the Breach of the Agreement and Purchaser reserves the Right to terminate the agreement.
- In all such cases, where the accuracy is below 100%, the Agency will be responsible to carry out corrections with no additional cost to Purchaser.

12.Confidentiality

a) The term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to computer or data processing applications, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process

and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

b). The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

c). The Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures during the contract period. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms and conditions of this tender.

d) The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure thereof. e. The obligations of confidentiality under this section shall survive rejection, expiry or termination of the contract.

e)Non-Disclosure Agreement (NDA) should be signed between concerned office/department and successful bidder to protect the secrecy, integrity and security of data.

13. Performance Bank Guarantee

The successful bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 5% of the contract value defined in this RFP on or before signing of the subsequent contract typically within 15 days from the notification of LOI, unless specified to the contrary.

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Department may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the Department shall invoke the PBG of the most responsive bidder.

14. Instructions to the Bidders

14.1 General

1. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. 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.
2. 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. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

14.2 Compliant Proposals/Completeness of Response

1. 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.
2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
3. Include all documentation specified in this RFP;
4. Follow the format of this RFP and respond to each element in the order as set out in this RFP
5. Comply with all requirements as set out within this RFP.

15.Key Requirements of the Bid

15.1 Right to terminate the process

1. The Department may terminate the RFP process at any time and without assigning any reason. The Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by the Department. The bidder's participation in this process may result the Department selecting the bidder to engage towards execution of the contract.

15.2 RFP Document fees

RFP document can be downloaded from the website www.eproc2.bihar.gov.in after paying tender fee of Rs. 5000/-and processing fee of Rs. 590/. The fees will have to be paid through online on the above-mentioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

15.3 Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Bids, EMD of INR 5,00,000 (five lakhs only) in the form of Bank Guarantee issued by any Scheduled bank.
2. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
3. EMD shall be exempted for MSMEs/start-ups subject to submission of MSME Certificate.
4. The EMD may be forfeited:
   a) If a bidder withdraws its bid during the period of bid validity.
   b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
   c) If it fails to start work within 7 days after issue of work order.
   d) Complaints are received from the departments / offices for not following the terms and conditions of RFP.
   e) Other conditions as specified in the RFP

15.4 Submission of Proposals

a) The bidders should submit their responses as per the format given in this RFP in the following manner:

1) Technical Proposal and 2) Commercial Proposal

b) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.

c) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

d) The bids shall be uploaded through http://eproc2.bihr.gov.in as per the instructions available on the website.

16 Preparation and Submission of Proposal

16.1 Proposal Preparation Costs

a) The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

b) The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

16.2 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, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

16.3 Tender Opening

a) The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the Department, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

b) The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

16.4 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

16.5 Tender Evaluation for responsiveness

a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:

A. Are not submitted in as specified in the RFP document
B. Are found with suppression of details
C. With incomplete information, subjective, conditional offers and partial offers submitted
D. Submitted without the documents requested in the checklist
E. Have non-compliance of any of the clauses stipulated in the RFP
F. With lesser validity period

b) All responsive Bids will be considered for further processing. The Department will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

Eligibility Criteria:

Sr. No	Qualification Criteria	Documents/Information to be provided in the submitted proposal
1.	Legal Entity Company should be a company registered under Companies Act, 1956/2013. Registered with the GST Authorities	Relevant Certificate of Incorporation GST Registration Certificate
2	The bidder shall not have been blacklisted/banned/debarred by any State /Central Government or Govt entities.	A self-certified letter by the designated official of the responding firm
3	Bidder should have average annual turnover of minimum Rs.1 Crore for the last 3 financial years (FY 19- 20, FY 20-21 and FY 21- 22).	Certificate from authorised chartered accountant (with UDIN no.)/ Audited Balance sheets
4	The Net Worth of the responding firm must be positive as per the last audited Balance Sheet	The Net Worth of the responding firm must be positive as per the last audited Balance Sheet
5	The bidder must have minimum two years of experience in scanning, digitisation, indexing of the records for any State/Central Government bodies/PSUs/Autonomous bodies prior to the submission of bid.	Work Order / Completion certificate
6	The responding firm must have a minimum number of 40 IT Staffs who are technically qualified in the domain of System development, integration on its payroll.	Certificate from HR Department for number of technically qualified professionals employed by the company
7	The bidder must have offices and work premises in Bihar.	Bihar Shop and Establishment License
8	The bidder should have valid ISO 9001:2015 certificate.	ISO 9001:2015

* No consortium, sub-letting or transfer of the work shall be entertained.
* If a company is start-up or MSME,the turnover criteria shall be relaxed subject to meeting of relevant certificate during technical bid submission. However, it is mandatory that the start-up companies/MSMEs must have

performed similar nature of work.

16.6 Financial Bid Evaluation

a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
b) Only fixed price financial bids indicating total prices for all the deliverables and services specified in this bid document will be considered.
c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
d) Any conditional bid would be rejected.
e) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
f) If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
g) The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

17.Award Criteria

Empanelment of all the technically qualified bidders would be based on the bidder matching the L1 rates. (L1 rate is the lowest rate discovered among financial bids submitted by the technically qualified bidders). The criteria's for commercial bid evaluation are as follows • The technically qualified bidder quoting the lowest price or the L1 price in the Commercial Bid will be identified as L1 bidder and L1 price will be set for empanelment. • All other technically qualified bidders with commercial offer in the price band of L2 and L3 shall be invited by the Department for award of contract however they will be invited to match the empanelment rate i.e., L1 price

18. Right to Accept any proposal and to reject any or all proposal

The Department reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Department action.

19. Contract finalization and Award

a) The Department shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
b) The Department may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.

20. Signing of Contract

After the Department notifies the successful bidder that its proposal has been accepted, the Department shall enter a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the Department and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

21. Annexure

Annexure I: TECHNICAL BID TEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Forms to be used in Technical Proposal:

Form 1: Letter of Proposal
Form 2: Details of the Bidder
Form 3: Bank Guarantee for Earnest Money Deposit
Form 4: Declaration of Non-Blacklisting
Form 5: Deployment of resources

Annexure II: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal:

Form 1: Financial Proposal
Form 2: Performance Bank Guarantee

Form 1: Letter of Proposal

No. Date:

To
The Secretary,
BISCORE
Vikash Bhawan, New Secretariat
Patna - 800015

Subject: Submission of the Technical bid for <Name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to BISCORE on <Name of the Systems Implementation engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.
We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

_____

Form 2: Particulars of the Bidder

Details of the Bidder (Company)		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Proprietorship/Partnership/Public Ltd/Pvt. Ltd)	
4.	Details of Incorporation of the Company	
7.	Valid GST no.	
8.	Permanent Account Number(PAN)	
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10.	Telephone No. (with STD Code)	
11.	E-Mail of the contact person:	
12	Fax no (with STD code)	

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #<RFP Number> dated<Date> for <Name of the assignment> (hereinafter called "the Bid") to the department

Know all Men by these presents that we <> having our office at <Address> (hereinafter called "the Bank") are bound unto the department (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures> (Rupees<Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
3. withdraws his participation from the bid during the period of validity of bid document; or
4. Fails or refuses to participate in the subsequent Tender process after having been short listed;

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

Form 4: Declaration – Non-Blacklisting

Self-Declaration

1) I, the undersigned, do hereby certify that all the statements made in the required attachment are true and correct and if found fake/forged, the undersigned will be liable for infliction upon the FIR and lawful punishment as well as blacklisting.

2) The undersigned also hereby certifies that neither our firm M/s ……..has been black listed nor has abandoned any work in government departments in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3) The undersigned hereby authorizes and request(s) the bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4) The undersigned understand and agrees to furnish any further required qualifying information on request of the Department.

(Signed by an Authorized Signatory of the Firm)

Title of Officer

Name of Firm

Date:

Form 5: Team Composition

Minimum team resources required for the roll out of the service

Resource category, Qualification & experience						
Resource Category	No. proposed	Prescribed Qualifications	Minimum Experience	Name of Staff with qualification and experience	Area of Expertise	Position Assigned
Project Manager		BE/B Tech /MCA with specialization in computers	7 years (with ability to steer the project ab initio)			
Training Lead		BE/B Tech /MCA with specialization in computers	3 years			
Resources for scanning and digitization		Minimum graduate	2 years' experience in scanning and digitization projects			

ANNEXURE II:

Form 1: Financial Proposal

The bidders who will qualify the Technical Bid criteria will be eligible for Financial Bid opening. Financial bid will be submitted by the bidder in prescribed format as mentioned below:

S.No	Item	Unit Rate (INR)	Tax (INR)	Total Cost including tax (INR)
1	Rate of scanning, indexing, uploading per page including training, software, and other overhead costs to accomplish the task.			

Note: -

1. The bids shall not be considered **if the rate quoted is more than INR 2.50 per page** including GST.
2. There will be no extra payment chargeable on behalf of any work as to labour, equipment etc.

Form 2: PERFORMANCE BANK GUARANTEE

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <name of the supplier and address>(hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the department (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, **<Name of Bank>** a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs.**<Insert Value>(Rupees<Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <*Insert Date*>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed **Rs.<Insert Value>(Rupees <Insert Value in Words> only).**
II. This bank guarantee shall be valid up to <*Insert Expiry Date*>)
It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <*Insert Expiry Date*>) failing which our liability under the guarantee will automatically cease