

**REQUEST FOR PROPOSAL  
FOR  
EMPANELMENT AND RATE CONTRACT  
SCANNING AND DIGITIZATION OF FILES OF  
GOVERNMENT OF J&K**



**TENDER REFERENCE**

NOTIFICATION NO.:03- JaKeGA of 2020 DATED: 23-06-2020

**ISSUED BY**



**Jammu and Kashmir e-Governance Agency, IT Department**

**GOVERNMENT OF JAMMU AND KASHMIR**

### **Disclaimer**

All information contained in this Request for Proposal (RFP) provided / clarified is in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this RFP document, the interested firm shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied with the RFP Document in all respects.

The CEO, JaKeGA, reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. The CEO, JaKeGA also reserve the right to withhold or withdraw the process at any stage with intimation to all vendors who submitted the BID document. The CEO, JaKeGA reserves the right to change/ modify/amend any or all of the provisions of this RFP document. Such changes would be notified via jktenders and jakega.jk.gov.in

Neither CEO, JaKeGA nor employees of JaKeGA and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the assignment, the information and any other information supplied by or on behalf of JaKeGA and bidder or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any respondent as part of the RFP process is confidential to JaKeGA and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

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## 1. Invitation for Tender

On behalf of the Government of Jammu and Kashmir, the **Jammu and Kashmir e-Governance Agency, Information Technology Department** invites sealed tender offers (Technical and Commercial) for **Rate Contract of Scanning of Records** in all Government offices which operate outside the Civil Secretariat J&K.

For the procurement process, the bidders shall follow the procedure described on e-Tendering website ([www.jktenders.gov.in](http://www.jktenders.gov.in)). For further details about the e-Tendering procedure and its requirements, refer manual available on the e-Tendering website.

The tender document will be available on the e-Tendering website and may be downloaded by the interested bidders. The bidders are required to submit the scanned copy of crossed Demand Draft (DD) for an amount equal to tender fee drawn on any scheduled bank in favour of the Chief Executive Officer, **Jammu and Kashmir e-Governance Agency**, Information Technology Department payable at Jammu without which bid shall be considered incomplete and non-responsive and shall not be considered. The DD shall be submitted at Civil Secretariat Jammu along with Bid Security in person on or before the last date of bid submission. The tender fee shall be non-refundable.

The summary of tender notice is as follows:

S. No.	Item	Particulars
1	Tender Reference	NOTIFICATION NO.:03- JaKeGA of 2020 DATED: 23-06-2020
2	Tender Fee	Rs. 5,000/- (Rupees Five Thousand Only)
3	Bid Security (Earnest Money Deposit)	Rs. 30,00,000/- (Rupees Thirty Lakhs Only)
4	Pre-bid Conference and Project Briefing	03.00 PM of 10/07/2020
5	Address of Communication	Chief Executive Officer, Jammu and Kashmir e-Governance Agency, IT Department Civil Secretariat J&K
6	Email Address	ceojakega@nic.in

The Chief Executive Officer, Jammu and Kashmir e-Governance Agency, IT Department reserves the right to accept or reject or cancel any tender or relax any part of the tender offer without assigning any reason thereof.

All the scanning, digitization of Files will be on rate contract basis in all offices which reside outside the Civil Secretariat in Government of J&K. The empanelment of bidders will be valid for three years from the day of contract signing. Any extension shall be decided by CEO JaKeGA.

The rate quoted for this RC must be the lowest for similar scope of work and if a lower rate is quoted to any of the bidder to any business / government / public at any point of time during the validity of the Rate Contract, anywhere in India, the bidder will be blacklisted.

**The tender process shall result in rate contract for:**

**Scanning and Digitization of Records / Files** in all offices which reside outside the Civil Secretariat premises in Government of J&K.

Dated: 23-06-2020

Sd/-  
Chief Executive Officer  
Jammu and Kashmir e-Governance Agency  
IT Department

## 2. Important Dates

S. No.	Key Activities	Date and Time/Remarks
1.	Date of Publication of RFP	Start Date: From 2.00 PM of 23/06/2020 on <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a>
2.	RFP Document Download Date	03.00 PM of 23/06/2020 onwards
3.	Last date/time for submission of written queries as per <b>Annexure B</b> by intending bidders through email at: <a href="mailto:ceojakega@nic.in">ceojakega@nic.in</a>	07/07/2020 at 4.00 PM. Queries to be emailed at <a href="mailto:ceojakega@nic.in">ceojakega@nic.in</a>
4.	Response to the Queries will be published on <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> & <a href="http://www.jakega.jk.gov.in">www.jakega.jk.gov.in</a>	09/07/2020 at 4:00 PM
5.	Prebid meeting and Project Briefing	03.00 PM of 10/07/2020
6.	Submission of bids on <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a>	Start Date: 11/07/2020 from 09:00 AM End Date: 17 /07/2020 up-to 04:00 PM
7.	Bid Validity	120 days from the date of opening of bids.
8.	Bid Procedure	Two stage bidding(Technical & Financial) through e-Tendering mode at <a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a>
9.	Bid Evaluation Criteria (Selection Method)	Lowest Cost Based Selection (LCBS), L1 Shortlisted Bidders to match the L1 quoted rates
10.	Websites for downloading RFP, Corrigendum's, Addendums etc. (if any)	<a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a> or <a href="http://www.Jakega.jk.gov.in">www.Jakega.jk.gov.in</a>
11.	Opening of Technical Bids	03:00 PM of 18/07/2020 at Civil Secretariat Srinagar/Jammu



12	Bid Document/Tender Fee	<p>Rs. 5,000/- (Rupees Five Thousand Only) to be deposited in the Bank Account mentioned below by or before the last date and time of submission of tender. Scanned copy of receipt is to be uploaded on JK Tenders portal along with the bid. Bids without tender fee will be rejected. However, the Bid Fee will be exempted for MSEs/NSIC subject to furnishing of relevant valid certificate for claiming exemption</p> <p>The bank account details are as under:  Title: <b>CEO J&amp;K e-Governance Agency</b>  Bank: <b>Jammu and Kashmir Bank</b>  Account No.:<b>0110040100019863</b>  Branch: <b>Moving Secretariat Srinagar/Jammu</b>  IFSC Code: <b>JAKA0MOVING</b></p>
13.	Bid Security/EMD	<p>Bid Security-Earnest Money Deposit in the form of a CDR/FDR/BG, from a scheduled or Nationalized Indian Bank in favor of CEO J&amp;K e-Governance Agency (JaKeGA), valid for (01) one year payable at Srinagar, J&amp;K, for the sum of Rs. Rs 30,00,000 (Rupees Thirty Lakhs Only). Scanned Copy of the instrument is to be uploaded on JK Tenders Portal(<a href="http://www.jktenders.gov.in">www.jktenders.gov.in</a>) along with the bid. However, successful bidder/bidders have to submit original document of EMD in the office of CEO JaKeGA, Civil Secretariat Srinagar J&amp;K before the issue of work order, failing which the bidder shall be liable to disqualification including blacklisting. EMD is exempted for MSEs/NSIC certificate holders</p>

### 3. Instructions to the Bidders

#### 3.1. Tender Form and Tender Fee

The tender document is available and downloadable on website ([www.jakega.jk.gov.in](http://www.jakega.jk.gov.in) and [jktenders.gov.in](http://jktenders.gov.in)). The filled tender form shall accompany a scanned copy of crossed Demand Draft for an amount equal to tender fee drawn on any scheduled bank in favour of the Chief Executive Officer, Jammu and Kashmir e-Governance Agency, IT Department payable at Jammu at par without which tender will be taken as incomplete and non-responsive and shall not be considered. The D.D. shall be submitted at JaKeGA along with the Bid security in person on or before the last date of submission. The tender fee shall be non-refundable.

#### 3.2. Definitions

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

- a. "Eligible Bidder" means bidder satisfying qualifying criteria.
- b. "The Purchaser" means Jammu and Kashmir e-Governance Agency, Information Technology Department, Govt. of J&K or any officer authorized by the Government of J&K to enter into the Rate Contract with the Vendor.
- c. "The Indenter/Buyer" means any officer authorized by the Government of J&K to place an order for services under the Rate Contract to the vendor.
- d. "The Vendor" means the successful bidder with whom the Purchaser enters into a Rate Contract against this tender.
- e. "The Contract" means an agreement entered into by the Purchaser with the successful bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- f. "The Contract Price" means the price payable to the Vendor under the contract for the full and proper Performance of its contractual obligations;
- g. "Services" means services to be provided as per the requirement mentioned in the scope of work

- h. "Consignee" means the officer authorized by the Government of J&K for receiving services at the place of receipt;
- i. "Non compliance" means failure/refusal to comply the terms and conditions of the tender;
- j. "Non responsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee on EMD.
- k. "eTendering System" means the Government of J&K electronic tendering system listed at [www.jktenders.gov.in](http://www.jktenders.gov.in)

### **3.3. Submission of Tender Offers**

Sealed Tender offers shall be received by the Chief Executive Officer, Jammu and Kashmir e-Governance Agency, IT Department through the eTendering system before the time and date specified in the schedule of the tender notice.

The Chief Executive Officer, Jammu and Kashmir e-Governance Agency, IT Department may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Tendering system.

Telex, cable or facsimile offers will be rejected.

### **3.4. Method of Submission of Tender Form**

The two bids system shall be followed. For this Technical and Commercial Offers shall be uploaded separately through the e-Tendering system.

### **3.5. Late Tender Offers**

Late submission will not be entertained and will not be permitted by the eTendering system.

### **3.6. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

### 3.7. Earnest Money Deposit

Earnest money deposit (EMD) in the form of CDR/FDR/BG of **Rs 30,00,000 (Rupees Thirty Lakh Only)** needs to be submitted along with the bid. EMD must be submitted in the format specified in Bid Security Form (BSF) given in [Annexure E](#). The bank guarantee must be of a Scheduled bank / Nationalized bank. Offers made without Earnest Money Deposit will be rejected.

The EMD / Bid Security may be forfeited in case of an empanelled vendor, if he fails:

- i. To execute the agreement / contract within given period of time from the date of the issue of the Letter of the Intent
- ii. To submit Security Deposit as specified in the terms and conditions

EMD will be returned to the successful bidders only at the time signing contract in the format given in [Annexure F](#). Unsuccessful Tenderer's bid EMD will be discharged / returned within 30 days after the expiration of the period of tender offer validity prescribed by the purchaser.

The indicative conditions in which the Security Deposit of an empanelled vendor may be forfeited are:

- i. If it fails to start work within 28 days after issue of work order
- ii. Complaints are received from the departments / offices for not following the terms and conditions of RFP
- iii. Other conditions as specified in the RFP

Additionally, the successful bidder shall at his own expense deposit with JaKeGA an unconditional and irrevocable Performance Bank Guarantee (PBG) for **10% of project value** before undertaking scanning work from the office/department. This should be payable on demand to JaKeGA for the non-conformance to SLA requirements of the contract by the selected agency.

The indicative conditions in which the PBG of an empanelled vendor may be forfeited are:

- i. If it fails to complete the work within given period of time from the date of the issue of the work order,
- ii. Other conditions as specified in the RFP

### 3.8. Erasures or Alternations and Signing of Tenders Offers

The original Tender Offer shall be signed by the Bidder or a person or persons duly authorized using his / her digital certificate through the eTendering system. Such authorization shall be indicated by power-of-attorney accompanying the tender offer. The

person or persons signing the Tender Offer shall initial all pages of the Tender Offer, except for un-amended printed literature.

The Tender Offer should contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case such corrections shall be initialled by the person or persons signing the offer.

### **3.9. Costs & Currency**

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason what so ever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

### **3.10. Fixed Price**

The Commercial Offer shall be on a fixed price basis, inclusive of all taxes and levies including Octroi (all direct and indirect taxes including local duties, levies etc). All the taxes and levies will be paid on as per actual basis.

### **3.11. Offer validity period**

The tender offer must be valid for 120 days from the date of opening of the tender.

### **3.12. Pre-bid conference**

A Pre-Bid conference of all the interested bidders will be held at the scheduled date and time. The bidders will have to submit their queries as per annexure B via email. Any change decided in the pre-bid shall be uploaded on the eTendering system as corrigendum. This will form a part of this bid document.

### **3.13. Right to Alter Items**

The Purchaser reserves the right to include or exclude any tender item(s), and also the Purchaser reserves the right to make change in specifications of any items.

### **3.14. Preliminary Scrutiny**

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For purpose of this Clause, a substantially responsive bid is one, which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The Purchaser's determination of an offer's responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence.

The Jammu and Kashmir e-Governance Agency ,IT Department will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc. The

Purchaser will short-list technically qualified bidders based on compliance of the technical qualification criteria mentioned in [Annexure A](#)

The Chief Executive Officer, JaKeGA reserves the right to waive any minor infirmity or irregularity in the tender offer on recommendation of the committee, if he finds, it is in the interest of the Government. The decision in these regards of the Chief Executive Officer, JaKeGA will be final and binding on all Bidders.

### **3.15. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email. However, in such cases, original copy of the technical clarifications shall be sent to the Purchaser through courier or in person. The request for such clarifications and the response shall be in writing.

### **3.16. Amendment of bidding Document**

At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether on its own initiative or in response to the request for clarification by a prospective bidder, modify the bidding documents.

- b. All prospective bidders who have attended the pre-bid conference /purchased the bidding documents will be notified of the amendment via [jktenders.gov.in](http://jktenders.gov.in) website and [jakega.jk.gov.in](http://jakega.jk.gov.in)
- c. In order to allow prospective bidders reasonable time to take into the consideration the amendments while preparing their bids, the purchaser at its discretion may extend the deadline for the submission of bids.
- d. The purchaser reserves the right to make any kind of amendments in the operational terms of the tender that they feel is required even after opening of technical bid of the tender.

### **3.17. Language of Bid**

The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be in English language only. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation in English language and in such a case, for purpose of interpretation of the bid, the translation shall govern.

### **3.18. Confidentiality**

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to

internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, 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. At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. 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 term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- 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.
- f. Non-Disclosure Agreement (NDA) should be signed between concerned office/department and successful bidder to protect the secrecy, integrity and security of data.

#### **4. Scope of Work**

Jammu and Kashmir e-governance Agency, IT Department, Government of J&K has already started the digitization of Record/files of Civil Secretariat J&K. JaKeGA has initiated the implementation of Document Management System (DMS)/e-office for scanning, storage and retrieval of old record and files in Civil Secretariat J&K. Continuing to move in this direction, JaKeGA; Government of J&K has decided to initiate Scanning of records/files for all Government offices in J&K which operate outside the Civil Secretariat J&K premises. This will save lot of time and effort that is being spent in physically locating the documents when they are needed. JaKeGA shall be nodal agency for issuing work orders/allotment of work. The offices/Departments shall officially inform JaKeGA about their Scanning/Digitization work and the approximate pages/records. Upon their request, JaKeGA shall allot the work to empanelled bidder/bidders.

## 4.1. High Level Process for Scanning and Digitization of Records/Files of Government of J&K

The rate contract and subsequent department/office specific work orders shall be issue by JaKeGA. The records/files described in previous section should be scanned under this Rate Contract.

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

### **A. Initial Setup**

The offices where Scanning and Digitization is to be carried out, the Document Management System (DMS)/NIC e-Office will be installed by the Department.

The office will be responsible for providing basic infrastructure to the scanning vendor (refer sub section, Responsibilities of Department under section "Terms and Condition Governing the Contract" for details). The scanning vendor will deploy its infrastructure and integrate its capture with the DMS/e-Office System.

### **B. Preparation for Scanning and Digitization by Department**

The details of documents/files to be scanned will be entered in DMS or e-office.

### **C. Preparation for Scanning and Digitization by Scanning Agency**

The scanning agency has to integrate its scanned output generally in PDF-A with DMS / e-office application for retrieval.

### **D. Handing over documents/files**

The documents to be scanned will initially be in record rooms / offices. For scanning these files / documents would be provided to Scanning Vendor by the Nodal Officer. After scanning, the Vendor will be required to return these documents to the Nodal Officer concerned. The process of the transfer of documents from Nodal Officer to Scanning Vendor and return is described below.

#### From Nodal Officer to Scanning Vendor

The Nodal Officer in the office will choose the files to be Scanned & Digitized. The Nodal Officer will be required to provide details like Number of Pages in File(C.F side/N.F side), Date & Time of Handover, Name of the Scanning Vendor, Name of the Scanning Vendor Staff, etc.

In each of the files the pages should be serially numbered and re-arranged (if required) by Nodal Officer before the documents are handed over to the selected agency. Further On due verification of documents being handed over, the representative of the scanning vendor will be required to sign on the list and accept these files. As part of this verification, the representative of Selected Agency is advised to cross check the attributes present on the file, in case of any discrepancy, it should be brought to the notice of Nodal Office.

#### From Scanning Vendor to Nodal Officer

While returning the file to the Nodal Officer, the representative of Scanning Vendor will mark the file as returned. the Nodal Officer is required to verify the accessibility of scanned file, contents of scanned copy against physical document, and quality of scanned document.



The Nodal Officer will accept the documents after doing necessary quality checks.

### **E. Scanning and Digitization**

After receiving the document and before starting the scanning of document, the selected agency will be required to do pre-scanning preparation. The documents will then be scanned by the selected agency. Scanning agency needs to do various quality checks for meta data and scanned images. The scanned output should be compatible with the DMS/e-office for which JaKeGA may be consulted to understand requirements/specification of DMS/e-office.

The selected agency and Nodal Officer are required to take due pre-caution that no page is scanned more than once.

### **F. Storage of Digitized Documents**

After the completion of scanning the Selected Agency will store scanned documents on the storage provided by the office and also needs to store the same in DMS/e-office solution of NIC.

The selected agency will also be required to generate the Metadata of the files for speedy retrieval of files. The selected agency will be responsible to upload the documents and metadata file on central DMS Server/e-office in State Data Centre in consultation with the JaKeGA.

The representative of the Scanning Agency should check the accessibility of the documents from DMS, contents of scanned copy against physical document, and quality of scanned document. If satisfied, the document should then be returned to Nodal Officer (refer sub-section "Handing over Documents / Files").

**Note: Selected agency to ensure that the digitization standards will be as per the standards prescribed by NIC and Government of India.**

## **4.2 Project Scope**

The objective of this project is to get the files from offices across the UT scanned, stored and indexed. The broad level scope of work has been defined below:

### **4.2.1. Scanning**

The scope pertaining to the scanning can be found below:

#### **A. Collection of physical documents from the record rooms and the individual departments**

The individual departments/record store rooms at any offices in the UT of J&K would present their documents to the selected agency. The agency would also have to make note of the document details in their log register while collecting these documents. The log register should contain at-least following details:

1. Name of document collected
2. Number of pages in the document (A4/Legal, A3/A2, A1/A0)

3. Collected from (Government Official)
4. Collected by and signature (Vendor Representative)
5. Date of collection
6. Expected date of return
7. Returned to (Government Official) – Name & Signature
8. Returned by (Vendor Representative)
9. Actual Date of Return

After collection of the documents by the agency, it would be the responsibility of the agency to maintain and return the documents in their original form to the department concerned. Any damage to the documents collected shall make the agency directly responsible for the same.

### **B. Pre-scanning preparation**

Pre-processing of document would be the activities that are to be performed on the documents collected before they can be scanned. It shall include (but is not restricted to)

- Removal of tags, pins, threads, rubber bands, document segregation as per document type etc
- Sorting of pages in the document in the correct order
- Special preparation of documents that may not be in a good physical condition and may not be directly scanned. This may include pasting of torn pages, straightening of pages, un-binding of files that cannot be scanned directly. Documents should be prepared such that normal scanner can scan it.

### **C. Scanning**

- i. The documents/pages shall be scanned on a min. 200 DPI resolution, black and white with digitized file size not exceeding 75Kb for one side of the page.
- ii. The scanned documents shall be converted to PDF/A which shall be compatible with DMS/e-Office. All the pages of a single file have to be stitched together to generate an exact replica of the physical file. The stitched document should be represented in a PDF/A format.
- iii. Page size of the physical file can vary across departments
- iv. The agency shall perform the following Image Enhancement Activities:
  - Agency should ensure that quality of scanned images are enhanced up to the optimum level and required image enhancement activities like De-skew (to make the images straight), contrast ratio setting etc. has been done on the documents.
  - The agency must be able to carry out cropping and cleaning of images like removing black noises around the text, and providing the equal margins all around the text.
  - In case the documents are not legible, it will be the bidder's responsibility to scan the documents on high resolution i.e. 600 dpi or higher.
  - In case the content of the documents are not visible then document scanning shall be done in Gray Scale. No extra payment shall be made for the same.

- v. The generated PDF/A should be optimized for viewing over the internet i.e. pages should be viewable as soon as they are downloaded without waiting for complete file to be downloaded i.e. A multipage file is downloaded page-by-page and should be viewable as soon as a page is downloaded rather than having to wait for the entire file to download.
- vi. No document shall be digitized more than once. The file numbering will be checked by the scanning agency and if there is any discrepancy in numbering, it should be sorted out with the departmental in charge before proceeding
- vii. No blank pages should be deleted if they are part of the file. The blank page in a file is a page that is entirely blank, or has only page number, or has only rubber stamp.
- viii. The document scanning agency will use its own infrastructure. This shall include, but is not limited to Computers, scanners (ADF, Book scanner, flatbed, overhead etc) UPS, Gensets etc. for document scanning. The space and furniture (table, chairs, etc.) for setting up the infrastructure as well as the raw power connections will be provided by respective offices of where scanning would be done.
- ix. The document scanning agency would deploy its own human resource for all the aforementioned activities. The agency shall deploy adequately skilled manpower resources to complete the job within the specified time.
- x. After scanning, the physical document would have to be pinned together/tagged in the same form as it was given for scanning by the individual departments.
- xi. Two copies of the scanned data (and metadata) shall be provided in DVD. One copy should be provided to the department / office where scanning is performed. Another copy should be used by the vendor to upload the scanned files (and metadata in the centralized storage). In case of any problem in office desktop/storage, this copy should be used to reload the data on DMS in office. No additional cost will be reimbursed by the department.
- xii. Each page shall be serially arranged and shall be counted while giving the documents back.

**D. Post Scanning**

- i. Nomenclature of the digitized file should be in accordance with the e-Gov standard and e-gov preservation guidelines need to be followed.
- ii. Version Control mechanism should be allowed. Version control has to be done in case of addendum to the pre-existing digitized file. Bidder will have to make this facility available in the capture and indexing module.

**Note:**

- **Government of J&K will provide a centralized DMS solution/e-office solution to all the empanelled bidders.**

- **All empanelled bidders for Scanning Rate Contract will have to integrate the scanned output with the DMS/e-office solution provided by the JaKeGA and the data flow has to be seamless.**

#### 4.2.2. Storage and backup

- Digitized data has to be stored in local server / high-end desktop identified by the office, and it has also to be written on the DVD and submitted to the client at regular interval (monthly/quarterly).
- Bidder shall be responsible for updating the centralized storage facility with the digitized data captured at least once every month.
- Payment of the Bidder will be made based on the quality checks by the department.

#### 4.2.3. Reports

- The successful bidder shall also provide tools for checking the scanning progress. This shall include the daily, weekly, monthly and overall progress (number of images/pages scanned, percentage scanned etc). The tool should also display department-wise and record room wise progress. The tool should be able to provide reports on the status of scanning on a periodic basis. The tool has to be online for all the HoDs to review the progress of the scanning activity.
- The document scanning agency will maintain a register that will serve a purpose of evidence for the number of documents and pages entered by the agency on each day. The details of this register would have to be entered into the tool mentioned on a daily basis.
- The format, content, periodicity and other information related to reports shall be discussed and finalized with the successful bidder before the commencement of the project.

Any open source online reporting tool may be utilized for this purpose. However, if any selected agency wishes to utilize a licensed tool then license should be bought by the bidder, at no extra cost to the department. The report formats should be decided in discussion with the selected agencies.

#### 4.2.4. General

- The agency shall add/replace poor quality scanned images/documents on its own, for which it shall not be entitled to get any extra payment.
- It is the absolute responsibility of the agency to ensure that the contents of the digitized documents shall be an exact replica of the original paper document maintained as part of the records in the books. This will be a mandatory condition for the agency.
- The files / documents will not be allowed to be moved out of the premises allocated to agency for scanning / digitization. Suitable hardware infrastructure/facilities have to be established onsite at the premises that shall be allocated to do the digitization work.

- iv. Under no circumstances shall the documents be changed, mutilated, destroyed or replaced by some other documents

### 4.3 Key Features of the Data Capture module

- i. Data capturing software module should have the capability to integrate with DMS for auto insertion of metadata within PDF/A
- ii. "PDF binding" feature should be available in capture module
- iii. In case of additional pages to be appended to the existing scanned file, a provisioning of appending digital pages to the original scanned file with Version Control.
- iv. "XML compatible database export" should be available from the capture module.
- v. Capture module should follow all the e-gov standards as per the Government of India guidelines. These standards include but not restricted to:
  - a. Character encoding standard for Indian Languages
  - b. Metadata and Data Standards
  - c. Interoperability Framework for e-Governance
  - d. Other relevant open standards for e-governance applications
- vi. Support all the special image enhancement functionality offered by the scanner through the driver interface
- vii. Scanning module should have ability to store scanners settings for different types of documents within same record at scanning software level
- viii. Scanning module should have feature to show thumbnail view of images in a record
- ix. Scanning module should have feature to apply imaging features on single page or all pages in a record
- x. Should have facility to define sequential batch name for scanning multiple batches with option of prefix and suffix
- xi. The date of scanning to be clearly mentioned on the file (Metadata and DMS/e-Office) so that any additional items added later on in the file can be distinguished in the physical file.
- xii. Should support barcode facility Read/write as per requirements/specification of DMS/e-office.
- xiii. Application should be able to push data to other systems like DMS/e-office.
- xiv. Should have facility of automatic cropping of specific portion of image and save it as additional page in same PDF/A while scanning and converting source image in to monochrome for color/gray scale image).
- xv. Capture module should at the minimum support all the data types, sizes, attributes/parameters etc as per requirements/specifications of DMS/e-office in consultation with JaKeGA. Additionally, requirements/specifications of DMS/e-office may be discussed with the JaKeGA for better understanding of the bid/proposal/scope of work.

**Note: The list of features is indicative in nature but not exhaustive. Features listed above have to be available in the Capture module utilized by the vendor.**

## 5. Service Level Agreements (SLA)

### 5.1. Service level Objectives

- a. The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service to be provided by the successful bidder to JaKeGA,IT Department Government of J&K for the duration of this contract. SLA defines the terms of the successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators which will be considered by JaKeGA, IT Department in the Service Level Agreement with Successful bidder.
- b. The successful bidder has to comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality and availability of services.

Note: Penalties shall not be levied on the successful bidder in the following cases:

- The non-compliance to the SLA has been solely due to reasons beyond the control of the bidder
- There is a Force Majeure event affecting the SLA which is beyond the control of the successful bidder.

### 5.2. SLA definition, measurement and monitoring

#### 5.2.1. SLA for scanning services

Images scanned shall be verified by the Nodal officer or officer/official nominated by the department. The scanned image shall be compared with reference to the original document.

Service	Penalty in case of default
For every image improperly scanned (to be decided by the nodal officer)	75% of the per page cost
For any file if there is more than 5% of error identified by the Nodal officer	80% of the cost of the file
For every Image/page not scanned	100% of the per page cost

It shall be the responsibility of the successful bidder to rescan, index and upload all such improperly scanned images. He shall not be paid any amount for rescanning of documents.

There shall again be a comparison of such images by the authority concerned and nonconformance found would be levied to penalty as mentioned above and the rescanning would have to be done free of cost by the successful bidder.

**Start of Scanning service:**

*In case of Purchase order being issued to the bidder, the bidder shall start the work for the same PO within maximum of 4 weeks of issuance of PO. In case of failure to initiate the project in 4 weeks, penal provisions of 2% of the order value per week of delay shall be levied on the bidder and same shall be deductible from the vendor's payment.*

**Minimum pages per machine per day:**

*Each bidder should scan minimum of 2500 pages per machine/ scanner per day. If the volume of scanned pages is below 2500 pages a penalty of 25% of per page cost of (2500-X) where X is the actual number of pages/images scanned.*

*Concession will be given in cases where department identifies that the minimum quantity was not scanned because of parameters beyond the control of the bidder (e.g. Non availability of electricity for a prolonged duration, physical files not handed over to the bidder, etc*

**5.2.2. Penalties**

- i. The Penalty shall be calculated and deducted from the immediate payment due.
- ii. All above mentioned penalties are exclusive to each other
- iii. The maximum penalty at any point of time and for any period should not exceed 25% of project cost as per the Commercial Bid submitted by the successful bidder. If the penalty exceeds this amount, CEO, JaKeGA reserves the right to terminate the contract. The project cost for this purpose shall be the rate quoted by the bidder per image in the RFP multiplied by the estimated image volume mentioned in the work order.

**Note: The scanned/Digitized documents shall be verified by the respective office/Nodal Officer for Quality purpose.**

**6. Qualification Criteria & Bid Evaluation****6.1. Technical Qualification Criteria**

The qualification criterion for the initial short listing of the bidders is mentioned in [Annexure A](#).

**6.2. Evaluation**

An evaluation committee so constituted by Jammu and Kashmir e-Governance Agency, IT Department will evaluate the bids i.e. technical and commercial on the eTendering system as per the following pattern:

- a. Conditional bids shall be summarily rejected. The bidder should quote only one solution
- b. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- c. The JaKeGA may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.

- d. Further, the scope of the evaluation committee also covers taking of any decision with regard to the Tender Document, execution/ implementation of the project including management period.
- e. The selection of bidder will be done on two stage of evaluation process - Technical Evaluation and Financial Evaluation.

For all the bids submitted, the technical evaluation will be performed on the basis of technical evaluation criteria mentioned in [Annexure A](#), for which the Bidders may be asked to make presentation and give documentary proof before the authorized person or the Tendering Committee.

Financial bid would be opened only for the Bidders who have been found to be qualified on the basis of technical evaluation.

Technical Bids received without bid processing fee and bid security amount shall be rejected.

### 6.3. Commercial Offer

Bidder shall submit their prices only in the e-Tendering system. Price quoted elsewhere shall be liable to rejection.

- a. The bidder should take care that rate mentioned sufficiently covers the expenses that the bidder shall incur for scanning capture module, database licenses (if required), hardware for scanning, resource employed, other expenses, etc. for the project as mentioned in the scope of work. There should not be any separate cost for each item.
- b. Format for commercial proposal is as follows:

S. No.	Item	Location	Cost Item	Cost per side (image) (inclusive of all taxes) in Rs.
1	Scanning & Digitization (A4, A3, Books, Maps, Legal etc)	Government Offices of J&K	Price per side (image) of scanning	

- c. The rate quoted above should be inclusive of taxes., duties and any other levy attracted to the item applicable as of the last date of submission of the tender.

### 6.4. Price Comparison

The Purchaser will evaluate Commercial Offers of only technically qualified bidders. After opening Commercial Offers of the technically qualified bidders they will be determined to be substantially responsive before comparing the commercial bids submitted by the bidders. If there exists any discrepancy between words and figures, the lower amount indicated will be considered.



## 6.5. Empanelment Award Criteria

**Two cover system:** 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 will be given Rank 1 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 JaKeGA for award of contract however they will** be invited to match the empanelment rate i.e. L1 price to get empanelled as L2, L3 and so on in the ascending order of their quote and will be ranked in the same order as Rank 2, Rank 3 and so on respectively. JaKeGA reserves the right to allocate work/award contract to L1, L2 and L3 and as many of them.
- Empanelment and Rejection of the tenderer will be at sole discretion of the Purchaser.

## 6.6. Deciding Award of Contract

The CEO,JaKeGA reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Commercial Proposal. The Bidder shall furnish the required information to CEO,JaKeGA and its appointed representative on the date asked for, at no cost to the JaKeGA. The CEO,JaKeGA may at its discretion, visit the office of the Bidder any time before the issue of Letter of Award.

## 6.7. No commitment to accept lowest or any tender

The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason therefore. The Purchaser reserves the right to make changes in terms and conditions of the tender. The Purchaser will not be obliged to meet and have discussions with any of the Bidder and / or to give a hearing on their representations.

## 7. Terms and Conditions Governing the Contract

### 7.1. Signing of Contract

- The successful Bidder shall execute an agreement of contract in a given format (as in Annexure-I) within 15 days from issue of the letter of intent from JaKeGA. In exceptional circumstances, on request of the successful bidder in writing for extension, CEO JaKeGA

reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given.

- ii. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP and corrigenda issued will also be applicable for the contract.
- iii. At the time of signing the agreement, the successful bidder/bidders shall submit Security Deposit for required amount in the form of Bank Guarantee drawn on any Scheduled Bank in favour of the Chief Executive Officer, JaKeGA format given in Annexure-F. Without this agreement will not be executed.
- iv. There shall be bipartite agreement on which Chief Executive Officer and Successful bidder/bidders will sign.
- v. On failure of execution of the agreement by the successful bidder/bidders, all EMDs furnished will be forfeited.
- vi. Terms and conditions of the contract may vary from product to product and so accordingly some changes may be done in the Terms and conditions of the contract even at the time of signing the agreement. Draft terms and conditions for the contract has been provided at the Annexure.

## **7.2. Performance Bank Guarantee.**

1. The successful bidder/bidders shall submit 10% of performance Bank Guarantee upon any work order given by JaKeGA regarding any office/department. The format for PBG is given in Annexure F.
2. The performance guarantee shall be denominated in the currency of the contract
3. This performance bank guarantee will be for an amount as mentioned above. All charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder.
4. The performance bank guarantee shall be valid until the end of three months after the completion of the contract with the successful bidder.
5. The performance bank guarantee may be discharged / returned by Department / Office upon being satisfied that there has been due performance of the obligations of the bidder under the contract after furnishing indemnity bond. However, no interest shall be payable on the performance bank guarantee.
6. In the event of the bidder being unable to service the contract for whatever reason, by Department / Office where the work is to be carried out, JaKeGA would invoke the PBG-
7. JaKeGA shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

### **7.3. Validity period of the Rate Contract**

- i. The Rate contract shall remain in force for three years from the date of contract. Any extension shall be decided by CEO JaKeGA.
- ii. A work order may be placed up to the last day of the validity of the rate contract.
- iii. No extension of validity period of the rate contract is required when deliveries mentioned in scope of work against existing work orders continue even after expiry of the validity period. The rate contract will remain valid for purpose of completion of work mentioned in project scope during the validity of the rate contract.

### **7.4. Duration of the Empanelment**

The empanelment contract shall remain valid for a period of three years from the date of contract. Any extension shall be decided by CEO JaKeGA.

### **7.5. Responsibilities of successful Bidder:**

- i. The bidder will be severally responsible for terms and conditions of the contract
- ii. The responsibility of the bidder under the contract will be adhered to the project scope and support thereafter.
- iii. The successful bidder/bidders will be responsible for providing training on operating the software, searching and other basic hands on training.
- iv. A basic user manual for capture module and other operational activities needs to be prepared and distributed by the prime bidder across all the location where digitization is carried out
- v. The successful bidder/bidders shall obtain client certificate for verification of the digitized data with respect to physical file.
- vi. The successful bidder/bidders shall provide manpower support for the sustenance of the digitization process for the period of 3 year from the start of the project.
- vii. The documents before commencement of scanning activity are to be collected from officials and handed over to officials after completion of scanning activity. However, the duration in which documents are with selected agency the entire responsibility, including but not limited to, the storage of these documents will be of the selected agency.

For all the scanning activity carried out by the bidder a detailed activity timeline should be submitted to the concerned officer in charge before the start of the activity and a weekly progress report to be submitted to the client.

### **7.6. Responsibilities of Department**

Any department which opts for undertake Scanning & Digitization of Files should follow the following guidelines before beginning of the rollout:

- i. Make available the raw power and infrastructure (Table, Chair, etc.) at all the offices where scanning is to be performed
- ii. Identify the availability of the network and IT hardware at all the offices where DMS/e-office is to be rolled out.
- iii. Identify the files which are to be scanned. Only those files that are to be scanned should be provided to selected agency.
- iv. Procurement of Storage Device (if adequate space not available in existing storage)
- v. Provide list before scanning and taking the signature of the scanning vendor on that list as part of handover exercise.
- vi. Availability of congenial working conditions in the space provided to empanelled vendor.
- vii. Physical security (e.g. Provide closed storage for files, etc.) of the documents while in possession of the empanelled vendor.
- viii. The files should not be taken outside the office premises for scanning.
- ix. In each office, two Nodal Officers should be appointed to ensure that there is no loss of files, and quality of scanning is as per the specifications in RFP
- xii. Ensure the availability, completeness and quality of files in the DMS/e-office scanned by the scanning agency

### **7.7. Transfer & Sub- Letting**

No consortium, subletting or transfer of the work is allowed.

### **7.8. Completeness of Contract**

The contract will be deemed as incomplete if any component of the hardware, software, quality of scanning, training to end user etc., or any documentation / media relating thereto is not delivered, or is delivered but not installed and /or not operational or not acceptable to the indenter/buyer after acceptance testing /examination.

In such an event, the supply and installation of hardware, application software, other software will be termed as incomplete. The hardware & application software will be accepted after complete commission and satisfactory functioning of equipment for a minimum period of 10 days. The Warranty period will commence only on acceptance (based on acceptance test) of equipment by the indenter/buyer.

### **7.9. Suspension & Cancellation of Rate Contract**

The Rate Contract of the bidder shall be suspended and the bidder may be blacklisted forthwith by the JaKeGA without issuing notice on any of the following circumstances/reasons:

- i. Violation of any condition of the tender/ contract or part of any condition of the tender contract of RC, or
- ii. Deviation found in quality and quantity of the scanned / digitized output provided, or

- iii. If it is found that during the process of award of contract, fraudulence was made by the bidder or the vendor if found to resort to the fraudulent practice in getting supply order like offering incentive in terms of free product or money.

However, before taking the final decision on the matter, all concerned will be given reasonable opportunities to explain their stand. After enquiry, if the bidder is found guilty, the Rate Contract of the concerned bidder for the product in question will be cancelled and other appropriate legal action shall also be initiated against all concerned.

The aggrieved party against the order passed by the Chief Executive Officer, JaKeGA may file an appeal to the Secretary, IT, Govt of J&K within 30 days of passing the order. The decision of the Secretary, IT, J&K shall be final and binding.

### **7.10. Amendment**

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

### **7.11. Corrupt or Fraudulent Practices**

The Purchaser requires that the Bidders under this tender should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

- i. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the RC, procurement process or in contract execution;
- ii. In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- iii. "Fraudulent practice" means a misrepresentation of facts in order to influence award of contract or a procurement process or a execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;
- iv. The Purchaser will suspend the award of contract if prima-facie it is established that the vendor had engaged in corrupt or fraudulent practices in competing for the contract in question.
- v. The Purchaser will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is

found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

### 7.12. Resolution of Disputes

JaKeGA and the successful bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.

Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which cannot be resolved through the above mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary IT Department, Government of J&K. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at High Court of Jammu/Srinagar.

### 7.13. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Civil Courts Jammu/Srinagar only.

### 7.14. Payment Terms & Schedule

#### **Payment Calculation**

The payment calculation would be as follows

**Payment = [ Number of images (pages) correctly scanned in a department/record room \* rate per image (page) as quoted in the commercial bid – applicable penalty for the images scanned in that department/record room (as detailed in the SLA section)]**

The verification of the documents scanned and entered into the system shall be done by the nodal officer of that particular office. The documents would deem to have verified only upon signoff by the nodal officer concerned. Once the verification has done, the bidder may submit bill at the end of each month/quarter. Final approval for the payment against the invoices will be given only after the verification of digitized data for each department by the nominated nodal person. Payment would be given post the approval.

#### **Payment schedule**

Payment to the bidder for the invoice raised for the work carried out would be based on the completion of the minimum defined scanning and indexing work.

S. No.	Milestone	% of Amount Payable
--------	-----------	---------------------

<b>1.</b>	Minimum 100% completion of scanning and indexing of the total volume of the department	90% of Total Amount
<b>2.</b>	Completion of the entire work and certificate issued by the concerned Nodal Officer	10% of Total Amount

### **7.15. Indemnity**

Service Support partner shall indemnify, protect and save the Indenter/buyer against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

### **7.16. Publicity**

Any publicity by the bidder in which the name of the Indenter/buyer is to be used should be done only with the explicit written permission of the Indenter/buyer. The vendors shall not print RC at their own end. It will be seen as violation of the terms and condition of the contract.

## 8. Annexures

### Annexure A: Technical Qualification Proposal Checklist

The Bidder should attach following checklist for compliance with important criterion in the eligibility bid to be submitted:

Criteria	Eligibility Criteria	Compliance (Yes or No)	Documentary evidence attached with Page number.
<b>Registered Legal Entity</b>	a) Name and registered address b) PAN c) GST		a) Proof of Registration except. b) Proof of PAN No. c) Proof of GST.
<b>Existence Proof</b>	At least 5 years		Proof of existence.
<b>Financial Stability</b>	Bidder should be financially stable since last five (5) years.		Proof by CA or Bank.
<b>Turnover</b>	Bidder should have average annual turnover of Rs.4 Crore or above for the last 3 financial years (FY 16-17, FY 17-18 and FY 18-19) from IT services (including digitization and scanning)		Certificate from authorised chartered accountant.
<b>Blacklisting</b>	Bidder should have not been blacklisted.		Certificate from authorized signatory as per <b>Annexure-H</b>
<b>Project Experience</b>	a) <b>Domain experience</b> in the field of Scanning & Digitization in last 4 years. In Govt./Semi-Govt departments (FY 15-16, FY 16-17, FY 17-18, FY 18-19) b) One Work order of minimum value of Rs 5 Cr containing digitization/scanning of at least 2 Crore documents or Two Work orders of minimum value of Rs 2.0 Cr. Crore each containing digitization/scanning of at least one Crore documents each.		Proof of Experience for a and b.
<b>HR Strength</b>	At least 50 Professionals on their		Attach H.R. certificate along-with the list of Employees with



	payroll for the activities related to Scanning, Digitisation, DMS related work, IT Services.		exposure to Projects & Technologies.
<b>ISO Certifications</b>	ISO -9001:2015, ISO-27001:2013, ISO 20000-1 or Minimum CMMI Level-3 certification		Copy of valid certificates
<b>EMD and Tender Fee</b>	Must have paid the EMD and cost of the Tender Document.		EMD as per Annexure E
<b>Authorization from the registered entity.</b>	The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the legal entity.		Certificate from the legal entity in original.
<b>Undertaking</b>	a) Acceptance of Terms and Conditions of Tender. b) Undertaking that they have the minimum required Hardware for commencing the Digitization Work. c) Bidder should follow labour legal laws.		Undertaking on legal entity's letter head.
<b>Local Office</b>	Legal Entity should have the local office in the UT of J&K		Letter of undertaking from bidder.

**\*Note:**

- 1. MSME/NSIC/Startup bidders are exempted for Turn Over and Experience.**
- 2. Legal Entity may be Company, Firm, Partnership, Proprietorship.**

### Annexure B: Clarification seeking format

Sr. No.	Section No.	Clause No.	Reference/Subject	Clarification Sought
..	..	..	..	..

## Annexure C: Format for Commercial Bid

The rate in the commercial bid would have to be filled in the following format.

S. No.	Item	Location	Cost Item	Cost per side (image) (inclusive of all taxes) in Rs.
1	Scanning & Digitization (A4, A3, Books, Maps, Legal etc)	Government Offices of J&K	Price per side (image) of scanning	

**Note:**

- i. The bidder should take care that rates mentioned above sufficiently covers the expenses that the bidder shall incur for Data Capture software, database licenses, hardware, resource employed for the project and maintenance as mentioned in the scope of work.
- ii. The rate quoted above should include taxes, etc., duties and any other levy attracted to the item applicable as of the last date of submission of the tender.

## Annexure D: Proposal Covering Letter

Date:.....

To

The Chief Executive Officer  
J&K e-Governance Agency,  
IT Department  
Civil Secretariat, Jammu

Dear Sir

We ..... (name of the bidder) hereby submit our proposal in response to notice inviting tender date ..... and tender document no. ....and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. The bidder shall make available any additional information which may find necessary to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting as per format mentioned in the tender.
5. We the Bidders not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.
6. We have an office in the UT relevant documents for the same is attached

Yours sincerely,

Signature

Full name of signatory

Designation

Name of the bidder (firm etc.)

## Annexure E: EMSD/Bid Security Form (BSF)

Whereas \_\_\_\_\_(hereinafter called "the Bidder") has submitted its tender offer dated \_\_\_\_ 2020 for the supply of \_\_\_\_\_(hereinafter called "the tender")

KNOW ALL MEN by these presents that WE \_\_\_\_\_of \_\_\_\_\_(hereinafter called the Bank:) are bound upto \_\_\_\_\_(hereinafter called "the Purchaser") in the sum of \_\_\_\_\_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 \_\_\_\_\_ day of --- -- 2020

THE CONDITIONS of this obligation are:

1. If the bidder withdraws its tender during the period of tender validity specified by the bidder on the Tender Form ; or
2. If the Bidder, having been notified of the acceptance of its tender by the purchaser during the period of tender validity :
  - (a) fails or refuses to execute the DRAFT CONTRACT FORM if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instruction given in tender document;

We undertake to pay 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 it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including \_\_\_\_\_ 2021 and any demand in respect thereof should reach the Bank not later than the above date

\_\_\_\_\_  
(Signature of the Bank)

## Annexure F: Performance Bank Guarantee Form (PBG)

To

The Chief Executive Officer  
J&K e-Governance Agency,  
IT Department  
Civil Secretariat, Jammu

WHEREAS \_\_\_\_\_ (Name of Supplier) hereinafter called "the Supplier" has undertaken, purchase of Contract No. \_\_\_\_\_ dated, \_\_\_\_\_ 20\_\_ to supply \_\_\_\_\_ (Description of goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the supplier shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's Performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier, up to a total of \_\_\_\_\_ (Amount of the guarantee in Words and Figures) 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 limit of \_\_\_\_\_ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature and Seal of Guarantors

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

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

## Annexure G: Self Declaration Form for not having pending cases in court of law

To

The Chief Executive Officer  
J&K e-Governance Agency,  
IT Department  
Civil Secretariat, Jammu

Dear Sir,

I hereby declare that there are no pending cases against M/s \_\_\_\_\_  
(Name & Address of Bidder) with Government of J&K or any other court of law.

**Signature of Bidder** \_\_\_\_\_

**Business Address** \_\_\_\_\_

**Place:**

**Date:**

## Annexure H: Notarized Affidavit

### Undertaking

1. We M/s \_\_\_\_\_ (Name of the Bidder) having head office at \_\_\_\_\_ undertake the following
2. We M/s \_\_\_\_\_ (Name of the Bidder) are not blacklisted by the Central Government, State Governments or Government Corporations in India.
3. We further undertake we are not having any consortium with any other bidder for this work mentioned in this tender.

Signed on behalf of M/s \_\_\_\_\_ (Name of Bidder)

Place:

Date:



## Annexure I: Draft Contract Form (CF)

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ BETWEEN The **Jammu and Kashmir e-Governance Agency** having its registered office at IT Enclave **Civil Secretariat, Jammu** (hereinafter referred to as "**JaKeGA**") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

**<Name of the Successful Bidder / Vendor>** (hereinafter referred to as the "**Contractor**") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns having its corporate office at <Office / communication address of the Bidder / Vendor> of the Second Part.

WHEREAS the contractor has tendered for providing services to JaKeGA, IT Department, Government of J&K as per the terms and conditions mentioned in the <Provide Reference to the Annexure of the RFP containing the contract> of the Request for Proposal (from herein after referred to as "RFP") and the all subsequent corrigendum's published document, at a value as per the Commercial Bid submitted in response to the RFP. Whereas such tender has been accepted and the contractor has deposited / provided Bank Guarantee to JaKeGA for the sum of **Rs. <Amount>** /- (Rupees <Amount> only) as security for the fulfilment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The contractor has accepted the contract on the terms and conditions set out in the tender notice No: <Tender Document Number> dated <Date> as well all response to queries via email dated <dates of all Communication> and corrigendum issued on <dates of all corrigendum> which shall hold good during period of this agreement.

Refund of deposit shall be based on the timelines, terms and conditions as has been specified in the RFP and shall form a part of the contract. In absence of any timeline specified the deposit shall after the expiration of 24 months from the date of efflux of the contract, be returned to the contractor but without interest and after deducting there from any sum due by the contractor to JaKeGA, IT Department, Government of J&K under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of <period of Contract> months from the date of entering into the contract or the end of <any time period of the validity of the contract as specified in the RFP>, whichever is later, but JaKeGA,IT Department, Government

of J&K may cancel the contract at any time upon giving one month's notice in writing without compensating the contractor.

In witness whereof the said Contractor hath set his hand hereto and the JaKeGA has affixed his hand and seal thereto the day and year first above written.

All terms and conditions as specified in the RFP, clarifications issued and corrigendum issued in regards to the Ref. No.: <Tender document Number> as has been mentioned above in the document shall stand in force unless has been expressly agreed to in writing by both the parties.

The Contractor shall be responsible to abide and shall be liable to deliver at bear minimum to the requirements/deliverables as has been specified to in the RFP, clarifications issued and corrigendum issued in regards to the Ref. No. : <Tender document Number> as has been mentioned above and any higher deliverables as has been committed to by the Contractor in the Proposal or any subsequent document submitted to & accepted by JaKeGA, IT Department, Government of J&K as part of award of the Contract.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) <Reference to be drawn to all relevant documents such as RFP, Clarifications, Corrigendum, Technical Bid, Letters from Contractor accepting abidance by RFP>

**IN WITNESS** whereof the parties hereto have signed this on the \_\_\_\_\_day, \_\_\_\_\_month and \_\_\_\_\_year first herein above written.

Signed, sealed and delivered

**By**

Chief Executive Officer, JaKeGA

For and on behalf of

***JaKeGA, IT Department, Government of J&K***

Signed, sealed and delivered

**By**

-----

For and on behalf of "<vendor> "

Witnesses:

(1)

(2)