



REQUEST FOR PROPOSAL
FOR
DIGITIZED LEGACY DATA DEVELOPMENT (DLDD)
UNDER NATIONAL REGISTER OF CITIZENS (NRC)
UPDATION PROJECT, ASSAM

NOT TRANSFERABLE

**OFFICE OF THE COMMISSIONER & SECRETARY
TO THE GOVERNMENT OF ASSAM, POLITICAL
DEPARTMENT &
STATE COORDINATOR OF
NATIONAL REGISTRATION (NRC), ASSAM
ASSAM SECRETARIAT,
GROUND FLOOR, CM BLOCK, DISPUR, GUWAHATI - 781006**

**OFFICE OF THE COMMISSIONER & SECRETARY
TO THE GOVERNMENT OF ASSAM, POLITICAL
DEPARTMENT &
STATE COORDINATOR OF
NATIONAL REGISTRATION (NRC), ASSAM**

**ASSAM SECRETARIAT,
GROUND FLOOR, CM BLOCK, DISPUR, GUWAHATI – 781006
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No: SPMU/NRC/DIA/10/2014/1

Dated 05th August 2014

**Request for Proposal –DIGITIZED LEGACY DATA DEVELOPMENT (DLDD)
UNDER NATIONAL REGISTER OF CITIZENS (NRC) UPDATION PROJECT, ASSAM**

NOT TRANSFERABLE

RFP REFERENCE	:	SPMU/NRC/DIA/10/2014/1 Dated 05/08/2014.
DATE OF COMMENCEMENT OF SALE OF RFP DOCUMENT	:	06-August-2014
Last Date of Receipt of Pre-Bid queries (To be submitted in both soft and hard copy in the format mentioned below)		(19-August-2014) by 3:00 P.M
DATE & VENUE OF PRE BID MEETING	:	22-August-2014 at 11:00 AM Venue: 3 rd floor, Conference Hall, CM Block, Assam Secretariat, Dispur, Guwahati, Assam
LAST DATE & TIME OF RECEIPT OF BID	:	28-August-2014 by 2:00 PM.
TIME & DATE OF OPENING OF BID (TECHNICAL BID)	:	29-August-2014 at 3:00 PM.
PLACE OF OPENING OF BID	:	Office of the Commissioner & Secretary to the Government of Assam & State Coordinator National Register of Citizens (NRC), Assam, Assam Secretariat Ground floor, CM Block Dispur, Guwahati – 781006, Assam
ADDRESS FOR COMMUNICATION	:	Office of the Commissioner & Secretary to the Government of Assam & State Coordinator National Register of Citizens (NRC), Assam, Assam Secretariat

RFP FOR DIGITIZED LEGACY DATA DEVELOPMENT (DLDD)

		Ground floor, CM Block Dispur, Guwahati – 781006, Assam
COST OF RFP DOCUMENT	:	Rs. 2,000/- (Rupees Two Thousand only)

Pre-Bid Query format

S.No.	RFP section / page no.	Query

1. REQUEST FOR PROPOSAL

THIS ‘REQUEST FOR PROPOSAL’ IS FOR SERVICE PROVIDER(S) FOR DIGITIZED LEGACY DATA DEVELOPMENT (DLDD) IN BOTH ENGLISH AND ASSAMESE LANGUAGE FOR NATIONAL REGISTER OF CITIZENS (NRC) UPDATION PROJECT FOR THE STATE OF ASSAM.

1.1. RFP to Bidders

Request for proposal in two Bid System – Technical Bid and Price Bid, are invited from Information Technology service providers/Govt./Semi Govt. and private Organizations for “engaging service provider(s) for Digitized Legacy Data Development (DLDD) into both English and Assamese languages in Unicode format, linking archived image with every record of transliterated digitized legacy data, publishing of the transliterated digitized legacy data in both English and Assamese languages for the purpose of National Register of Citizens(NRC) updation project for the state of Assam, Political Department, Government of Assam”.

The detailed scope of work for this assignment is provided in Section 3 – Scope of Services.

1. The selected bidder(s) will be called “Service Provider (SP)” for the purpose of this RFP and for the whole duration of the contract thereof or till selected bidder is fully discharged from his obligations under this project, by purchaser, whichever is later.
2. All bidders should bid in two Bid System – Technical Bid and Price Bid
3. This RFP document shall be issued is non-transferable/assignable.
4. Any subsequent corrigenda/clarifications related to this RFP will be published on the website of the Purchaser at www.online.assam.gov.in. All such subsequent corrigenda/clarifications shall be binding on the bidders.
5. Bidders are advised to study this RFP document carefully before submitting their Technical and Financial bids in response to the bid Invitation. Submission of a bid in response to this invitation shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
6. The Purchaser is not bound to accept any bids, and at its sole discretion reserves the right to annul the selection process at any time prior to the award of contract without assigning any reasons to the bidders whatsoever and without thereby incurring any liability to the bidders.
7. RFP Document Fees:

The bidders shall pay Rs2,000/- (Rupees Two Thousand only) in the form of a Demand Draft issued by a nationalized bank, drawn in favour of “Commissioner & Secretary, Political Department”. This fee is non-refundable and shall be submitted along with the response to this RFP to the Purchaser. The payment of Rs 2,000/- shall be the condition precedent for submitting the bid.

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8. Earnest Money Deposit (EMD):

(i) All bids submitted in response to this RFP document shall be accompanied by Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five Lakhs only) in the form of Demand Draft or Bank Guarantee valid for a period of 6 months issued by a nationalized bank, drawn in favour of "Commissioner & Secretary, Political Department".

(ii) Forfeiture of Earnest Money Deposit (EMD)

The EMD submitted along with the bid shall be forfeited under the following conditions:

- a) If the bid is withdrawn during the validity period or any extension agreed to by the Bidder thereof.
- b) If the bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.
- c) If the Bidder tries to influence the evaluation process.
- d) If the Bidder withdraws his Bid during evaluation.
- e) If the Bidder does not accept the correction of errors in his bid.
- f) If the Bidder is successful and fails to sign the Contract within the time stipulated by the Purchaser.
- g) If the Bidder refuses to take up the job within the time stipulated by the purchaser.
- h) If the Bidder, having been notified of his selection, fails or refuses to submit the required Performance Bank Guarantee within the time stipulated by the Purchaser.

(iii) Refund of EMD

The EMD will be refunded as follows:

- a) In the case of unsuccessful bidders, the EMD will be returned to them without any interest accrued thereon at the earliest after the final bid validity period and latest on or before the 30th day after the award of the contract to the successful bidder.
- b) In the case of selected bidder(s), the EMD shall be refunded on receipt of the Performance Bank Guarantee.

9. All bids must be accompanied with court fee stamp of Rs. 8.25.

10. Only those Bidders who meet the eligibility criteria specified below will be eligible to respond to this RFP. The Bidder's bid shall contain the relevant information and supporting documents (as specified in Section 1.2 below against each criteria) to substantiate the eligibility of the Bidder vis-à-vis the pre-qualification criteria.

1.2. General Eligibility Criteria and Mandatory list of documents to be submitted:

Eligibility Criteria	Documents to be Submitted
1.2.1 The bidders should either be a company in India under the Indian Companies Act, 1956 (including Section – 25 of the Act) OR the Partnership Act, 1932 OR Societies Registration Act 1860 OR the Indian	Certified true copies of Certificate of Incorporation from the Registrar of Companies (RoC) or certified copy of Certificate of Registration/Evidence of legal status of Bidder (Single Agency/all Consortium members).

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<p>Trusts Act 1882/ its equivalent in the respective states OR Proprietorship entities having a PAN of the Income-tax department, Govt of India. Or a consortium consisting not more than 3 (three) such companies as described above. All Consortium members including Lead bidder shall be jointly and individually responsible and liable to the purchaser who shall have exclusive right to demand performance/payments/compensation in full or in part from any one or more or all the members of consortium.</p>	<p>(i) Copy of ROC, (ii) Copy of PAN, (iii) VAT Registration certificate, (iv) Service Tax Registration Certificate.</p>
<p>1.2.2 In case of a Consortium only a single agency must act as the Lead Bidder and shall be solely responsible to the Purchaser for executing the activities enlisted in this RFP and the contractual obligations, if selected for carrying out these activities. The Lead Bidder shall submit the Bid on behalf of the Consortium. Agencies bidding as part of a consortium cannot bid in individual capacity and should not be part of any other consortium.</p>	<p>True copy of Letter of Association and certified true copy of the Consortium agreement between the Lead Bidder and the other members of the consortium, describing the respective roles and responsibilities of all the members in meeting the overall scope and requirements of this RFP/project.</p>
<p>1.2.3 The Bidder (single agency/all consortium members) should have been in existence i.e. legally registered /established as a Combine Software and Data Handling establishment and operative for a period of at least 3 years as of 31-March-2014</p>	<p>Copy of Trade License.</p>
<p>1.2.4 The Bidder in case of Private/PSU/Govt. Company/Commercial Organization /Autonomous Body (single agency/Lead Bidder in case of a consortium) should have a average annual turnover of at least Rs. 1 crore (One Crore only) as on 31-March-2014 as evidenced by the audited accounts of the organization. In case of a consortium, Lead Bidder shall mean the member of consortium which shall act as the sole interface with the Purchaser on behalf of the consortium, contractually and for other interactions, and who shall be responsible and liable for successful execution of the project including support and maintenance activities if any for/after the entire agreement period and in accordance with any surviving provisions thereof. The lead bidder should have relevant and demonstrable experience in works of similar nature. In case of a Consortium, the Average Annual Turnover of only</p>	<p>An Auditor's certificate specifying the Turnover of the Organization as of 31 March 2014 should be provided by all types of Bidders as per Annexure 5.</p>

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<p>the Lead Bidder will be considered for the purposes of evaluating the financial capability and allocating work to the Bidder.</p>	
<p>1.2.5 The Bidder (single agency/all consortium members) should not have been blacklisted by the Central, any State/UT Government, or any central or state Government agency as on the date of issue of this RFP or during the subsequent bid processing and evaluation.</p>	<p>Declaration in the form of affidavit by the President/CEO/CMD of the organization clearly stating that the organization has not been blacklisted by Central/State/UT Government or any Government agency and has not been charged for any fraudulent activity.</p>
<p>1.2.6 Proof of execution of similar nature work of Combined Software and Data Handling projects involving activities like transliteration, data digitization, application development of one single work value of minimum Rs. 50(Fifty) lakhs in last 3 (three) years.</p>	<p>Copy of similar work order.</p>
<p>1.2.7 The organization should provide valid ISO-9001:2008 /ISO 27001 Certificate</p>	<p>Copy of ISO 9001:2008/ISO 27001 Certificate.</p>

2. INTRODUCTION

2.1. Background –NATIONALREGISTER OF CITIZENS (NRC)

NRC (National Register of Citizens) Updation is a project where the names of all citizens of Assam have to be enlisted. For the purpose, citizens will be provided with an application form which would be filled up by the citizen and submitted to the nearest Government Office set up for the purpose. The offices so setup for application receipt would be called LRCR (Local Registrar of Citizen Registration) offices. 1500 such LRCR offices would be setup across the state. These offices would be static (located in a government building) for a period of 2 months and thereafter operate as mobile camps (operating from the Government building referred to earlier as the base) for another period of 4 months.

At the time of submission, the application form would be accompanied by relevant documents to establish proof of citizenship. A computer generated receipt would be issued to the applicant which will consist of a scanned printout of the application form and a list of the documents submitted. To enable this, while receiving application forms, the application form would be scanned (and not the other documents submitted as enclosures of the application). For this purpose, the software for application receipt would be so designed as to provide a check box type of system, listing the documents on the computer screen, enabling quicker generation of the receipt.

2.2 DIGITIZED LEGACY DATA (DLD)

In the Data Digitization Process, AMTRON was entrusted to execute the work. For this purpose, Amtron had developed one application software (using VB 6.0) with backend database in MySQL. District wise data entry was done by Amtron through the application software from the hard copies of 1951 NRC schedules and pre-1971 Electoral Rolls provided by the districts. At the time of data entry, records were entered into the database tables in similar language that was present in the schedules. After completion of the data entry work, digitized data are available in 27 different MySQL databases.

3. SCOPE OF SERVICES OF THE BID

The SP(s) shall provide end-to-end DIGITIZED LEGACY DATA DEVELOPMENT (DLDD) to the Purchaser

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for the purpose of Updation of NRC.

Brief about the physical hard copies available with the districts of Assam: There are around 60,00,000 (Sixty lakhs) records in approximately 1,20,000 (One Lakhs Twenty Thousand) pages (average 50 records per page) in 27 districts of Assam for original 1951 NRC Schedules. In that case, 1 district will have approx 4,445 (four thousand four hundred forty five) no. of pages. These papers are in A3 size.

For pre 1971 Electoral Roll papers, There are around 120,00,000 (One Crore Twenty Lakhs) records in approximately 1,33,000 (One Lakhs Thirty Three Thousand) pages (average 90 records per page) in 27 districts of Assam. In that case, 1 district will have approx 4,926 (Four Thousand Nine Hundred Twenty Six) no. of pages. These papers are in legal size.

The Scope of Services of SP(s) shall be as follows:

3.1 IMAGING AND ARCHIVING

3.1.1. The SP(s) shall archive digital image from hard copies of original 1951 NRC schedules and pre 1971 Electoral Rolls (legacy data) into pdf format and also to assign metadata and unique 11 digits ID for every image. The legacy data is available in 27 districts as follows:

3.1.2. Pre 1971 Electoral Roll Papers	Legal size.
1951 NRC Schedule papers	A3 size.

3.1.3. These legacy data documents were prepared many years ago, and some of these papers are currently in tattered/delicate condition now. The proposed system shall have to do the work with high quality digital imaging device. As such, digital imaging of these documents shall have to be done in all districts with high quality digital imaging device. Since these are valuable legal documents of past these are to be preserved in digital form. Hence, vendor shall have to take great care while handling these documents.

3.1.4. Resolution of scanned image shall not be less than 300 dpi in black & white colour.

3.1.5. Vendor should take great care that no document should be torn/damaged during scanning process. The suitable scanning technology & scanner should be used by vendor depending upon the physical condition of documents.

3.1.6. The Vendor should deploy at least 6 (Six) teams consisting of 2(two) members each. The following are the pre requisites per such team

- i. At least one of the operators should have basic computer knowledge of scanning, editing and use of camera scanner.
- ii. a high quality camera/scanner, one laptop and suitable external storage devices should be equipped with.

3.1.7. The completion period for imaging and archiving will be 25(twenty five) days from the date of issue of the work order for all districts.

3.2 APPLICATION SOFTWARE TRANSLITERATION, TRANSLATION AND PUBLICATION OF DLD

3.2.1 NORMALISATION OF EXISTING DLD

3.2.1.1 The database with existing digitized data will be provided by the purchaser in MySQL. The service provider shall convert the existing MySQL DLD into RDBMS concept assigning primary key, entities, indexes etc. without losing any single record of the DLD using appropriate Database application software.

On completion of the above, every record in the final database should have one primary key which can uniquely identify that record.

3.2.1.2 The SP(s) should develop a suitable application to transliterate and, where ever required, translate the data contained in the DLD into English and Assamese languages which has to be in UNICODE format.

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3.2.1.3 In doing so, if any spelling correction is needed in the existing DLD records, it should be done by keeping a proper record of the same with approval of the purchaser.

3.2.1.4 The completion period for developing a suitable application to transliterate along with normalization of DLD will be 25(twenty five) days from the date of issue of the work order. However, POC has to be demonstrated within 15(fifteen) days from the date of issue of the work order.

3.2.2 GUIDELINES FOR TRANSLITERATING

3.2.2.1 The SP(s) should follow established systems (standards, authorities, or de facto practice) where possible, deviating sometimes where necessary for reversibility.

3.2.2.2 Every well-formed sequence of characters in the source script should transliterate to a sequence of characters from the target script, and vice versa.

3.2.2.3 The letters themselves (without any knowledge of the languages written in that script) should be sufficient for the transliteration, based on a relatively small number of rules. If required in some cases the transliteration to be performed mechanically.

3.2.2.4 The resulting characters should have reasonable pronunciations of the target script. Transliteration is not as useful if the process simply maps the characters without any regard to their pronunciation. Simply mapping by alphabetic order could yield strings that might be complete; however the pronunciation would be completely unexpected and unambiguous.

3.2.2.5 It should be possible to recover the text in the source script from the transliteration in the target script. That is, someone that knows the transliteration rules would be able to recover the precise spelling of the original source text.

3.2.3 Publication OF DLD

The Bidder has to develop application software for searching records of existing DLD based on user defined Queries, parameters, Document identity etc.

The application software should have provision for:

- a. Role based access. The system must facilitate management of users and users access right and privileges.
- b. Mechanism to search the document based on user defined Queries, parameters, Document identity etc.
- c. View and print facility.
- d. The application software should be web enabled in online as well as in offline version. The vendor shall be responsible for installing the offline software into the PCs of all the 1500 LRCR offices of Assam. The application should be browser independent.
- e. The software should support local language (Assamese) with unicode support.
- f. System Requirement Specification (SRS) will be prepared by Vendor in consultation with the Purchaser and take the sign-off from the authority.
- g. The Vendor will prepare the desired specification, user manual (in English and Assamese) and all Technical documents as per SRS.
- h. The application should be developed on either open source platform (linux operating system – post gres SQL) or Microsoft platform with suitable database (preferably open source) and should run on all standard computers.
- i. Vendor should also provide details (name, version, etc) of system and any other software that will be used to develop the application.
- j. Subsequent to the application development, vendor should handover all such software to user/Government.
- k. Vendor should ensure cyber security for developed application. Third party certification will have added advantage. The cost of third party certification will be borne by the SP.

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- l. The source code, design, technical documents of the application software (other than 3rd party tools) will be solely under Intellectual Property Rights (IPR) with NRC, Assam. If any licensed commercial tool or software is used then the SP has to transfer the licenses to the department at the end of contract period.
- m. The system should be able to generate reports as desired. The scope of the reports should be finalized at the SRS stage only.
- n. Appropriate data compression techniques should be used by the vendor to minimize/optimize the storage space, without compromising the system performance and time for retrieval of information.
- o. The system should be able to generate reports of DLD and digital images of legacy data in hard copies as well as soft copies.
- p. The software should be able to offer English as well as Assamese language support.
- q. The vendor should design the application software package using latest available tools and technologies, standard process etc.
- r. The application should have web enable module to display the scanned data. The web module can be developed in open source or Microsoft Platform.
- s. Vendor has to verify successful transliteration of each & every record of DLD data.
- t. Provide three years onsite warranty, support for software supplied.
- u. Vendor should be ready to make annual maintenance contract for next three years after the warranty period.
- v. The work should be done at satisfaction of competent authority.

3.2.4 Personnel to be deployed by the vendor.

3.2.4.1 The vendor should bear all the day today operational costs like electricity bills towards UPS, fans, lights etc, furniture and allied items.

3.2.4.2 The selected SP(s) shall commence work within 1st day of award of contract. The entire scope of work should be completed within two months starting from the day of award of contract.

3.2.4.3 If the purchaser finds that any of the vendor's personnel have

(a) Committed serious misconduct or have been charged with having committed a criminal action; OR

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

3.3 LINKING WITH DLD

The SP(s) should map the above mentioned unique ID of every image with its corresponding record in the DLD by adding an existing field corresponding DLD record in a RDBMS system.

The mapping should be such that using the application software original legacy data image file can be accessed/searched.

The completion period for imaging and archiving will be 60(sixty) days from the date of issue of the work order.

3.4 Installation of application for transliteration.

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The SP(s) will be notified at a later date Installation schedule of the application for transliteration across 27 districts on specified workstations.

The completion period for the same will be 30(thirty) days from the date of issue of such notice.

4. Terms of Delivery and Payment:

Payment Terms: - As per current practices, no advance payment is permissible. However, to ensure cash flow, commensurate with progress of the project and the deliverables, stage payment schedule may be suggested as follows.

- I. 10% of the work order value on acceptance of Proof of Concept (POC) of application for transliteration and publication of existing DLD.
- II. 25% on 1 crore verified data with linked digital image file.
- III. 20% on Final Submission of all deliverables mentioned in section 3.1 to 3.4
- IV. 15% on Installation of the software in all the LRCR centres.
- V. 15% after 2 (two) months from Publication of Legacy Data.
- VI. 15% after 8 (eight) months from the publication of Legacy Data & completion of Maintenance period.

5. PERFORMANCE MANAGEMENT

5.1. Service Level Agreement (SLA)

The selected bidder(s) will be responsible for achievement of SLAs mentioned below during the entire period of the contract.

- i. Identify and set up necessary all required infrastructure (including but not limited to furniture, fixtures, workspaces, computing, communication, peripherals, UPS etc.) at Assam for performing the exercise, based on the volume of work allocated as per the bidding process.
- ii. The data quality checking is the prime responsibility of the Bidder. One Supervisor should be appointed by the Bidder for every 10 Professional to carry out quality check of published records and accuracy of the data as per the data provided by the Purchaser.
- iii. The bidder will provide additional 10% (minimum) of the seats of professionalism charge of quality and space and reserve/make available all infrastructural facilities for the Purchaser Officials/Representatives with required infrastructure for quality check.
- iv. Training of personnel of the Purchaser on the data publishing software as well as on the overall process and procedures with the help of training material to be provided by the SP.
- v. Proper checking and verification of published data.
- vi. Ensure regular backup of digitized data over an external media as prescribed in the project implementation plan of bidder.
- vii. Ensure secure interim storage management of digitized data.
- viii. Ensure reporting of the complete work on a daily basis to the Purchaser.
- ix. Report, in the prescribed formats, the progress of the activities related to the project in writing to the Purchaser on a weekly basis.
- x. Ensure complete security of the scanned images and the digitized data at all stages and at all times before, during, and after the entire operation.

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- xi. Prevent any unauthorized access to the scanned images provided and the data entered and digitized at all stages and at all times before, during, and after the entire operation.
- xii. Ensure that software and data contained/entered is at all times kept secured and free from viruses/unauthorized access/copying/ editing / deleting transmitting/ storing/ carrying etc.
- xiii. The vendor is required to design, develop, implement, test and commission the application.
- xiv. The vendor will provide 3 years maintenance support on the application developed and will be carried out modifications and error fixing if any without any additional cost.
- xv. The vendor will have to deploy manpower (one person) having knowledge of system supplied, software developed etc. for the period of six months after completion of the job. The cost of the manpower will be borne by the vendor.
- xvi. The vendor will have to provide training to the users and system administrator of the purchaser on the proposed applications.
- xvii. The vendor must finalize the schedule of training in consultation with the purchaser, as described in details subsequently.
- xviii. The vendor responsibility as mentioned above is only indicative and shall carry out all other activities, required for successful and satisfactory completion of the project, as certified by the buyer.
- xix. No data should be retained by the Vendor in any form (Scanned, paper, backup etc) Vendor should give certificate for the same.
- xx. Bidders acknowledge and accept that they shall not be entitled to any extra compensation/remuneration/reimbursements/fees/payments other than quoted rate on account of (or for overcoming) difficulties/problems. It shall be the sole responsibility of bidder to complete the entire entrusted work with quality and in time.
- xxi. The software provided shall be under Comprehensive Maintenance & Post Sale Service.
- xxii. In addition to the above SLA, the final SLA along with the penalty as mentioned in Clause 8.5 PENALTY for not achieving the SLA shall be finalized during contract execution.

5.2. Debarment

If at any point of time, it is found that the selected bidder(s) is not performing as per timeline provided, then the particular bidder(s) shall be debarred from carrying out any further work and other activities with immediate effect. In such cases, the Purchaser reserves the right to terminate the contract with the concerned Bidder(s), forfeit the EMD/Bank Guarantee, impose penalties and take further action as deemed fit as per rules.

5.3. Work Re-Allocation

During the course of project execution, if a selected bidder consistently fails to meet the performance expectations of the purchaser, as determined by the Purchaser, the Purchaser reserves the right to terminate contract with the concerned bidder(s), forfeit the EMD/Bank Guarantee, impose penalties and take further step as deemed fit as per rules set by the purchaser from time to time. The remaining work of such bidder will be got done by the Purchaser at risk and cost of the bidder. The outgoing bidder shall be liable to pay for reallocated work to new bidder at the rates finalized by purchaser. The bidder(s) agree and acknowledges that such rates may be higher than the rates quoted by L1. The Purchaser shall be entitled to recover/adjust/deduct such amounts payable (to new bidder) from outgoing

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7	Technical Solution - Application for Transliteration of Existing DLD including normalization of DLD	Max: 5 Marks
8	Technical Solution - Linking Digital Images of Legacy Data with Existing DLD	Max: 5 Marks
9	Technical Solution – ICT Features i. Availability ii. Interoperability iii. Scalability Features iv. Security Features	Max: 5 Marks
10	Proof of Concept Demonstration of i. Translation and Transliteration of existing records ii. Linking Digital Images of Data with existing DLD iii. Creation of Primary Key to uniquely identify a record iv. Publication of DLD	Max: 15 marks
11	Technical Presentation	Max: 10 marks
12	Project Management & Exit Management Plan - Integrated Project Management Plan i. Completeness of Project Plan including WBS, Activities, Timelines and Deliverables ii. Proposed System Development Methodology iii. Quality Management Plan < esp. to ensure data integrity > iv. Risk Management Plan < especially to ensure the project is delivered within time > v. Exit Management Plan	10
13	Legacy data digitization, transliteration, translation, normalization and publication plan	5
14	Proposed Resources < 2.5 Marks each > I. Project Manager: ❖ At least 2 application implementation in image archiving/Combine Software and Data Handling publication with all as Project Manager and ❖ More than 7 years of IT experience and Minimum and ❖ Educational Qualification – B.Tech/BE/MCA II. Solution Architect < 2.5 Marks each > ❖ At least one relevant application implementation experience And ❖ 5 years' experience in image archiving/Combine Software and Data Handling solution design and ❖ Minimum Educational Qualification – B.Tech/BE/MCA III. Business Function Lead: Imaging and Archiving Application Expert < 2.5 Marks each > ❖ At least one relevant application implementation experience and ❖ 5 years' experience in image archiving/Combine Software and Data Handling solution design and ❖ Minimum Educational Qualification – B.Tech/BE/MCA IV. Database Expert < 2.5 Marks each > ❖ Minimum 5 years of experience ❖ Minimum Education Qualification: BE/B Tech/MCA	10
15	Proposed Plan to support the Department after System go live	5 Marks

- (ii) Proposal Presentations- The bidder is required to make a presentation to the Purchaser at a date, time and location determined by the Purchaser. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and orchestrate the key points in their proposals.

- (iii) Each Technical Proposal will be evaluated and assigned a technical score out of a maximum of 100 points. Only the bidders, whose proposals score a total Technical score of 70 (Seventy) or more, will qualify for the evaluation of their Commercial proposals.

Opening and Evaluation of Technical bids

- (iv) The Technical Bids of only the pre –qualified bidders will be evaluated.
- (v) The bid with the highest Technical score (T1) will be assigned 100%.
- (vi) Technical Scores for other bids will be normalized using the following formula: Normalized Technical Score of a Bid(Tn) = {(Technical Score of the Bid/Highest Technical Score (T1)) X 100} % (adjusted to 2 decimals)

6.5 Opening and evaluation of commercial bids.

- (i) The Commercial Bids of only the technically qualified bidders will be opened for evaluation.
- (ii) The bid with the lowest bid price (L1) will be assigned 100%.
- (iii) Commercial Scores for other bids will be normalized using the following formula: Normalized Commercial Score of a Bid (Fn)= {(Commercial Bid price of L1/Commercial bid price of the Bid) X 100} %(adjusted to 2 decimals)

6.6 Best value bid Determination and final evaluation.

In determination of the Best Value Bid, weightages of 60 and 40 shall be applied respectively to the normalized technical and commercial scores of each bid that was included in the commercial evaluation process.

A composite score shall be calculated for technically qualified bids only.

The weightage for the composite evaluation is as described below:

- (i) Technical – 60%
- (ii) Commercial – 40%

In other words, the bid would awarded in favour of most competitive bidder by adopting the 60:40 weightages to technical and commercial scores respectively after duly normalizing the technical & commercial scores. The overall Composite score will be calculated as follows:-

$$B_n = 0.60 * T_n + 0.40 * F_n$$

Where

B_n = overall Composite score of the bidder

T_n = Normalized Technical score for the bidder

F_n = Normalized financial score of the bidder

The Bidder with the highest final composite score will be called as the Best Value Proposal and will be called for negotiating the contract. In case of a tie in the final composite score the bidder with higher Technical Score will be first invited for negotiations.

6.6 Signing of Contract

The selected bidder(s) shall be required to enter into a contract with the Purchaser, within fifteen (15) days of the award of the contract or within such extended period, as may be specified by the Purchaser.

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This contract shall be on the basis of this document and such other terms and conditions as may be determined by the Purchaser, to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

7. INSTRUCTIONS TO BIDDERS

7.1 Submission of Bid

1. The submitted bid should contain the following documents:

1.	Letter of Intent (Lol) to submit bid in response to RFP Invitation	As per Annexure-1, Format of Letter of Intent to submit bid in response to RFP Invitation
2.	RFP Document Fee Demand Draft	Section 1.1, point 7
3.	Earnest Money Deposit (EMD)	Section 1.1, point 8
4.	Power of Attorney for Authorized Signatory	Bidder/Lead Bidder of Consortium to provide as per Legal format for PoA
5.	Annexures to this document	
6.	Any other corrigendum that the Purchaser might release on a later date	
7.	Technical Sheet	As per Annexure 6
8.	Any Other Annexure to this Bid Document	
9.	Financial Bid	As per Annexure-2, Format of Financial Bid

- 2 Each page of the Bid document must be signed and stamped by the authorized signatory of the bidder, who has the Power of Attorney (PoA) to commit the responding firm to contractual obligations in lieu of acceptance of all terms and conditions of the RFP.
- 3 In case of a discrepancy between the items on the above checklist and the actual documents/material submitted, the Purchaser reserves the right to declare the bid invalid and disqualify the bidder.
- 4 Also, in case the documents/material submitted are not as per the formats specified in this RFP document, the Purchaser reserves the right to declare the bid invalid and disqualify the bidder.
- 5 Bid may be rejected at any stage of the evaluation, if it is found that the bidder has provided misleading information or has been black listed by a central or state government or agency thereof or has indulged in any malpractice/ unethical practice and has not honoured contractual obligation elsewhere.
- 6 The bids submitted in response to this RFP, and all associated correspondence shall be written in English. Any interlineations, erasures or over writings shall be valid only if they are countersigned by the authorized person signing the bid.
- 7 The currency (ies) of the Bid offer and the payments shall be in Indian Rupees (INR).
- 8 Bids received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time and date for receipt of bids shall be treated as valid.
- 9 One hard copy of the financial bid in a separate sealed envelope, prepared in accordance with the procedures enumerated in the RFP document should be submitted to the the Purchaser no later than the date and time stipulated , at the address given in the Section 1.2.

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- 10 The envelope should be super scribed with – “FINANCIAL PROPOSAL - RFP for Service Provider(s) for Publishing Legacy Data for Updation of NRC”.
- 11 All other eligibility documents mentioned at Section 1.3 along with other necessary and supportive document & EMD should be placed in a separate sealed envelope super scribed with – “ELIGIBILITY DOCUMENTS - RFP for Service Provider(s) for Publishing Legacy Data for Updation of NRC”.
- 12 The sealed envelope containing the FINANCIAL BID & Eligibility documents should be placed in a larger single envelope, properly sealed, and super scribed with “RFP for Service Provider(s) for Publishing Legacy Data for Updation of NRC in Assam– DO NOT OPEN BEFORE “03:00 P.M on <<last date for submission of bid>>”. All envelopes should be addressed to the Addressee specified at Section 1.2 and bear the name and address of the Bidder/Lead Bidder of the consortium submitting the bid. CD media must be duly signed using a “Permanent Pen/Marker” and should bear the name of the Bidder/Lead Bidder of the consortium, submitting the Bid.
- 13 The Bids submitted should be concise and contain only relevant information as required under this RFP document.
- 14 The bidders submitting their bids would be responsible for all of its expenses, costs and risks incurred towards preparation and submission of their bids, attending any pre-bid meetings and visiting the sites or any other location in connection therewith etc. the Purchaser shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the process.
- 15 Project Implementation Plan to be submitted as per the format provided at Annexure-8 detailing how the bidder plans to implement the project in Assam.

8.2. Validity of Bid submitted

The bids submitted by the firms/agencies shall remain valid for a period of 90 days after the closing date (deadline) for submission of bids prescribed in this document. A bid valid for shorter period may be rejected as non-responsive. The Purchaser may solicit the bidders’ consent to an extension of RFP validity (but without the modification in their Bid).

8.3. Clarifications on Bid submitted

During evaluation, the Purchaser may, at its discretion, ask the respondents for clarifications on their bids. The Bidders are required to respond within the time frame prescribed by the Purchaser.

8.4. Amendments of RFP Document

At any time prior to the deadline for submission of the Bid, the Purchaser may for any reason, amend the RFP document by issuing suitable Corrigendum. Any corrigendum issued in this regard will be published on the website of the Purchaser, and such amendments shall be binding on bidder(s).

8.5. Penalty Clause:

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

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Penalty will be levied if following time schedule is not observed

Sl.No.	Work to be done	Duration(from the date of issue of work order)
1	Digital Imaging and Archiving	25 days
2	POC of Application for transliteration	15 days
3	Submission of Final Application or transliteration	25 days
4	Linking of Digital Images of Legacy Data with existing DLD	60 days
5	Installation of Application for transliteration across 27 districts	Within 30 days or date to be notified separately

Rs. 5000/- per day penalty will be levied for delay of above work except for Sl. No. 1. Rights to terminate the contract are reserved with the Purchaser after giving Notice of 15 days. For Sl. No. 1 Rs. 100/- penalty will be levied per installation per day.

Rs. 10,000/- per day penalty will be levied for delay of work after beyond the contract period.

For every erroneous record found after submission of final product, Cost per record(Total amount of Contract value/Total no. of records digitized) will be deducted from the bidders.

8.6. Disqualification

The Purchaser may at its sole discretion and at any time during the evaluation of bid, disqualify any bidder, if the bidder:

- a. submits the bid after the response deadline;
- b. makes misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- c. Exhibits a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- d. Submits a bid that is not accompanied by required documentation or that is non-responsive to the terms and conditions and stipulations herein;
- e. fails to provide clarifications related thereto within given time frame, when sought;
- f. submits more than one bid;
- g. Has been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices.

8.6. Performance Bank Guarantee

Within 7 days of the selected bidder(s) being intimated about their selection, they shall submit an unconditional, unequivocal and irrevocable Performance Bank Guarantee (PBG) of 10% (Ten Percent) of the contract value, from any Nationalized Indian Bank and valid for the entire period of the contract plus an additional 6 months beyond the contract period and any applicable extension periods as may be required by the Purchaser. The format for PBG is provided in Annexure-3, Format of Performance Bank Guarantee (PBG). The PBG will be released after the publication of final NRC.

8.7. Period of Contract

The contract would be for an initial period of Nine (9) months i.e upto the end of the period of receipt of application for NRC updation project, which may be extended at Purchaser's discretion, depending upon the volume of work. For annual maintenance beyond the contract, a separate contract will be signed.

8.8. Confidentiality

Information relating to the examination, clarification, comparison and evaluation of the bids submitted shall not be disclosed to any of the responding firms or their representatives or to any other persons not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its bid.

8.9. Disclaimer

Bids received late will not be considered and will be returned unopened to the respondents. The Purchaser reserves the right to:

- a) Reject any / all bids without assigning any reasons thereof,
- b) Relax or waive any of the conditions stipulated in this RFP document as deemed necessary in the best interest of the objective of the scheme/project without assigning any reasons thereof, and
- c) Include any other item in the scope of work at any time after consultation in the pre-bid meeting or otherwise.

8.10. Corrupt or Fraudulent Practices

In the event of the bidder engaging in any corrupt or fraudulent practices during the bidding process, the Purchaser reserves the right to reject such bids at its sole discretion.

For the purpose of this clause:

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

"Fraudulent Practice" means a misrepresentation of facts in order to influence the evaluation and selection process to the detriment of the Purchaser.

8.11. Limits on Promotion

The selected bidders shall not perform any kind of promotion, publicity or advertising etc. at the Purchaser and their field offices through any kinds of hoardings, banners or the like without the prior written consent of the Purchaser.

ANNEXURE 1

Format of Letter of Intent to submit proposal in response to RFP Invitation

(To be submitted on the Letterhead of the responding firm)

{Date}

To

**COMMISSIONER & SECRETARY TO THE GOVERNMENT OF ASSAM,
POLITICAL DEPARTMENT & STATE COORDINATOR
OF NATIONAL REGISTER CITIZENS (NRC), ASSAM
ASSAM SECRETARIAT,
GROUND FLOOR, CM BLOCK, DISPUR, GUWAHATI – 781006**

Ref.: RFP Nodated

Subject: Submission of proposal in response to the RFP for “DIGITIZED LEGACY DATA DEVELOPMENT (DLDD) under National Register of Citizens (NRC), updation project, Assam.” – RFP No

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP No.dated.....for Service Provider(s) for DIGITIZED LEGACY DATA DEVELOPMENT (DLDD) under National Register of Citizens (NRC), updation project, Assam

1. We have read and understood the provisions of the RFP document and confirm that these are acceptable to us. We conform that only the terms and conditions in the RFP shall apply; we further declare that additional conditions, variations, deviations, if any, found in our bid shall be without any effect whatsoever.
2. We hereby declare that we satisfy all the eligibility criteria as specified in this RFP and agree to abide by all the terms and conditions specified therein.
3. We agree to abide by this bid, consisting of this letter, the detailed response to the RFP and all attachments, and validity of the bid shall be for a period of 90 days from the closing date fixed for submission of bids as stipulated in the RFP document.
4. The Earnest Money Deposit (EMD) of Rs 5,00,000/- (Rupees Five Lakhs only) submitted by us in the form of Demand Draft may be forfeited under any of the circumstances as specified in Para 8(ii) under sub-section 1.1 of Section 1 of this RFP.
5. We hereby declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
6. We conform that we have not been blacklisted by any department / society/ body/ organization of central/ state government.
7. We hereby declare that all the information and statements made in this bid are true and accept that any misrepresentation/wrong information contained in it or /suppression of material or relevant facts/figures may lead to our disqualification
8. We understand that you are not bound to shortlist / accept any proposal you receive.
Our correspondence details with regards to this bid are:

RFP FOR DIGITIZED LEGACY DATA DEVELOPMENT (DLDD)

S. No.	Information	Details
1.	Name of responding firm:	
2.	Address of responding firm:	
3.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4.	Telephone no. of contact person:	
5.	Mobile no. of contact person:	
6.	Fax no. of contact person:	
7.	E-mail address of contact person:	
8.	Website URL of the responding firm	

We hereby declare that our bid submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Yoursfaithfully,

[FIRM'S NAME]

Authorized Signature [In full and initials]

Date:

Place:

Name and Title of Signatory:

Address of Firm:

Seal of the Firm:

ANNEXURE 2

Format of Financial Bid

(To be submitted on the Letterhead of the responding firm)

[Location, Date]

To

The Commissioner & Secretary to the Government of Assam,
Political Department &
State Coordinator, NRC, Assam,
Ground Floor, CM Block, Assam Secretariat.

Ref: RFP No..... dated.....

Subject: Submission of bid in response to the RFP for "DIGITIZED LEGACY DATA DEVELOPMENT (DLDD) under National register of Citizens (NRC) updation project, Assam" - RFP No.....

Dear Sir,

RFP FOR DIGITIZED LEGACY DATA DEVELOPMENT (DLDD)

We, the undersigned, offer to provide the Service Provider(s) for Digitized Legacy Data Development under National Register of Citizens (NRC) updation project, Assam in accordance with your Request for Proposal

The total cost of DIGITIZED LEGACY DATA DEVELOPMENT (DLDD) under national register of citizens (NRC), Assam is as follows:

Category	Scope of Work	Total Cost (INR)
A	Imaging and Archiving	
B	Application for Transliteration , Translation and publication of DLD in Assamese and English including Normalization of existing DLD	
C	Linking Digital Images of original Legacy Data With DLD	
D	Installation of application for transliteration across 27 districts (Please mention Cost of Installation for 1500 LRCR offices) including maintenance for a period of 8 (eight) months from the date of publication of Legacy Data.	
E	Cost of Annual Maintenance Contract (AMC) for additional 2 (two) years.	
	Total(A+B+C+D)	

The above mentioned cost is inclusive of all Government taxes/duties/levies/cess etc.

Yours Faithfully,

Date:

[FIRM'S NAME]

Place:

Authorized Signature [In full and initials]

Name and Title of Signatory:

Address of Firm:

Seal of the Firm:

ANNEXURE 3

Format of Performance Bank Guarantee (PBG)

RFP FOR DIGITIZED LEGACY DATA DEVELOPMENT (DLDD)

FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY
UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No. _____ Dated _____

_____ (Name of the Bank) _____
_____ (Hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee

State Coordinator, National Register of Citizens Updation Project, Assam &
Commissioner & Secretary, Political Department,
CM Block, Assam Secretariat, Dispur-06

Context of Bank Guarantee

Performance Security in pursuance of Clause 3 of the Contract Agreement dated _____ (hereinafter referred to as the "Agreement"), executed between the State Coordinator, NRC, Assam Cum Commissioner & Secretary, Political Department, Govt of Assam (hereinafter referred to as the "Department") and _____ (hereinafter referred to as "Bidder") for DIGITIZED LEGACY DATA DEVELOPMENT (DLDD) under National Register of Citizens (NRC), Assam (hereinafter referred to as the "Work or Services"), however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage or adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee

At the request of the Bidder, we _____,
_____ (name and address of the bank), (hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the Department i.e. the beneficiary on behalf of the Bidder, upto a total sum of Rs. _____ (Rupees _____ only), such sum being payable by us to the Department immediately upon receipt of first written demand from the Department.

We unconditionally and irrevocably undertake to pay to the Department on an immediate basis, upon receipt of first written demand from the Department and without any cavil or argument or delaying tactics or reference by us to the Bidder and without any need for the Department to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform the Services as per requirements on the part of the Bidder or to show ground or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ (Rupees _____ only).

We hereby waive the necessity of the Department to demand the said amount from the Bidder first prior to serving a Demand Notice upon us for the encashment of this Bank Guarantee amount.

We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Department that the Department shall, be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by the Bidder, which are recoverable by the Department by invocation of this Guarantee.

This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/validity period, except with the previous written consent of the Department.

We unconditionally and irrevocably undertake to pay to the Department any amount so demanded not exceeding Rs. _____ (Rupees _____ only) notwithstanding any disputes raised by the Bidder or anyone else in any suit or proceedings before any arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment

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so made by us under this Guarantee to the Department, shall be valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until_____.

Notwithstanding any clause contained herein:

Our liability under this Bank Guarantee shall not exceed Indian Rs. _____Thousand (Rupees_____ Thousand only).

This unconditional and irrevocable Bank Guarantee shall be effectively valid from ___ to_____.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the Department serves upon us a written claim or demand on or before_____.

Authorized Signatory

For Bank

Notes:

1. *The Bank Guarantee should contain the name, designation and Code number of the Officer(s) signing the Guarantee.*
2. *The address, telephone no. and other details of the Head office of the Bank as well as the issuing Branch should be mentioned on the covering letter of the issuing Branch.*

ANNEXURE 4

Conditions of Services Contract (Contract Agreement)

The operating clauses would emerge from the technical and financial processes finalized with the SERVICE PROVIDER (SP) selected for the project. In addition, the Services contract will inter-alia includes the following terms:

1. Definitions

In the Contract, the following terms shall be interpreted as indicated:

“State Coordinator, NRC, Assam (hereinafter called “the Purchaser”) means, Commissioner & Secretary to the Government of Assam, Political Department, Govt. of Assam.

The “Work Order” means the selection notification issued to the SP by the Purchaser pursuant to the selection of the SP for provision of Service Provider(s) DIGITIZED LEGACY DATA DEVELOPMENT (DLDD) under national register of citizens (NRC) updation project, Assam, The “Contract” means the Service Provider(s) for DIGITIZED LEGACY DATA DEVELOPMENT (DLDD) under National Register of Citizens (NRC) updation project, Assam agreement entered into between the Purchaser and the selected bidder (hereinafter called the SP) as recorded in the Contract Form signed by the Purchaser and the SP, including all attachments and annexure thereto and all documents incorporated by reference therein.

2. Deliverables

The final list of Deliverables would be finalized during contract negotiation with the selected SERVICE PROVIDER (SP).

3. Time Schedule

The Contract shall be valid initially for a time period of Nine months (9 months) from the date of award of contract and may be extended depending upon the volume of work.

4. Payment Terms and Schedule

The payment terms are explained in Section 4 - Payment Terms and Delivery. A pre-receipted bill in duplicate (for the audit and independent monitoring) shall be submitted as per the schedule mentioned in the RFP.

Note – All the payments will be made within 30 days of acceptance of deliverables for the corresponding period to the extent possible and subject to the verification done by the Purchaser on the actual work completed during the invoice period.

5. Commercial Terms

The Purchaser will release the payment within 30 days of submission of invoice, to the extent possible, subject to invoice and all supporting documents being in order and verification done by the Purchaser or any agency nominated by it on its behalf on the actual work completed during the invoice period.

6. Disclaimer

The selected SP is not authorized to provide Citizenship or any residency benefits to the any person. The selected bidder shall be only responsible for Service Provider(s) for DIGITIZED LEGACY DATA DEVELOPMENT (DLDD) under National Register of Citizens (NRC) updation project, Assam.

7. Liabilities

- (a) The SP shall indemnify the Purchaser against all third party claims arising out of a court order or arbitration award for infringement of any of the intellectual property rights (e.g. patent, trademark/copy right /breach of confidentiality etc..) arising from the use of the supplied services or any part thereof or arising out of or incidental to the contract/work order placed on SP or for breach of security in relation to the data entrusted to or used by or provided by the SP or for breach of clause 10 below..
- (b) Either party will accept liability without limit (i) for death or personal injury caused to the other party by its negligence or the negligence of its employees acting in the course of their employment; (ii) any other liability which by law either party cannot exclude. This does not in any way confer greater rights than what either party would otherwise have at law.
- (c) The Work Order does not contemplate any consequential, indirect, lost profit, claim for torn or similar damages of any form to be paid by the SP to the Purchaser or any other organizations.
- (d) Except for the indemnification provisions; Notwithstanding anything to the contrary contained in the Work Order, in no event will the SP be liable to the Purchaser for any amount in excess of 100% of the total charges payable for the respective Project. This limit of liability is not applicable to clause (a) above.
- (e) No action regardless of form, arising out of this Contract, may be brought by either party more than three years after the cause of action has accrued.

8. Progress of the Project

Progress of the project should be updated on a daily basis as specified by the Purchaser, which will be made accessible to the SP by the Purchaser. Additionally, the progress of the project should be intimated in writing to the Purchaser on a weekly basis.

9. Confidentiality

a) Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which, if disclosed in tangible form is marked confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract. These restrictions will not apply to any information which:

- I. Is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
- II. is acquired from a third party which owes no obligation of confidentiality in respect of the information ; or
- III. is or has been independently developed by the recipient or was known to it prior to receipt

b) Notwithstanding Clause (a) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third party to the extent that this is required by any or where there is a legal right. Duty or requirement to disclose, provided that in the case of sub-clause(II) (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days notice in writing is first given to the other party.

c) Without prejudice to the foregoing provision of this Clause above, bidder may cite the performance of the services to clients and prospective clients as an indication of its experience.

d) The SP shall not, without prior written consent of the Purchaser, disclose the commercial terms of this work order and contract to any person or organization other than a person employed by the SP in the course of performance of the Contract. Further, the extent of such disclosure shall be only to that required for performance of the services under this contract.

e) This clause on Confidentiality shall be valid for a further period of two years from the date of expiry or termination of the contract or completion of the project in Assam.

10. Confidentiality of Data

The SP and its personnel shall maintain absolute confidentiality and security of data at all times before, during, and after the performance of its services. The SP and its personnel shall not make or maintain unauthorized copies, either electronic or physical or in any

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other form, of the data or confidential information received or acquired during the course of performance of its services. The SP and its Personnel shall not disclose, except with the prior written consent of the Purchaser, any data or confidential information received or acquired during the course of performance of its services to any person or entity, nor shall the SP and its Personnel make public the recommendations formulated in the course of, or as a result of, the performance of its services.

11. Other terms & Conditions

- a) The end product of the work assignment carried out by the SP, in any form, or/and/including any and all intellectual property created/developed by SP or consortium members shall be the sole property of The Purchaser. The SP or consortium member hereby undertakes to execute any document/ undertaking/ affidavit in favour of the purchaser to that effect.
- b) The SP shall not outsource the work to any other associate / franchisee / third party under any circumstances.
- c) The SP shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training / consulting standard recognized by national / international professional bodies and shall observe sound management practice. It shall employ appropriate advanced technology, and safe and effective methods. The SP shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall at all times, support and safeguard legitimate interests of the Purchaser.
- d) The SP automatically agrees with the Purchaser for honouring all aspects of fair trade practices in executing the work orders placed by the Purchaser.
- e) In the event the SP or the concerned Division of the company is taken over / bought over by another company, all the obligations under the agreement with the Purchaser, should be passed on for compliance by the new company / new Division in the negotiation for their transfer.
- f) Statutory Employment Records, submitted by the SP as an evidence of employment of its personnel engaged in providing the managed services under the Contract, may be subject to Third Party examination
- g) Should any provision of this RFP/contract be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this RFP shall remain in full force and effect for the duration of this RFP, it being the intention of the parties that no portion of this RFP or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.
- h) Award of contract to selected bidder shall not create any relationship between the Parties such as agency, partnership, employer-employee etc,
- i) E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important matters such as responsibilities of parties, financial matters, termination, extension, modification etc

12. Force Majeure

- a) Force majeure clause shall mean and be limited to the following in the execution of the contract placed by the Purchaser:

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- War / hostilities
 - Riot or Civil commotion
 - Earth quake, flood, tempest, lightening or other natural physical disaster
 - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the SP, which prevents or delay the execution of the order by the SP.
- b) Labour/ manpower/ financial/ commercial/ infrastructural/ industrial/ power/ material/ equipment shortage/ problems/ shortages/ difficulties / breakdowns / accidents etc. shall not be considered/ treated as force majeure events. The SP shall advice the Purchaser in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, the Purchaser reserves the right to cancel the contract without any obligation to compensate the SP in any manner for what so ever reason, subject to the provision of clause mentioned.

13. Termination

The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (i) of this Clause. In such an occurrence, the Purchaser shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (e).

- a) If the SP does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.
- b) If the SP becomes (or, if the SP consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) in solvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the SP, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the SP is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Purchaser, in its sole discretion and for any reason or without any reason whatsoever, decides to terminate this Contract.
- f) If the SP submits to the Purchaser a false/misleading statement which has a material effect on the rights, obligations or interests of the Purchaser.
- g) If the SP places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
- h) If the SP fails to provide the quality services as envisaged under this Contract.
- i) If the SP fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 14 hereof.

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- j) In the event of any breach or failure on the part of the SP to adhere to the Confidentiality norms as stipulated in the contract, penal provisions including both civil and criminal, as applicable under various laws and statutes of the land shall apply.
- k) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed or not corrected/cured/repaired/rectified, and the SP shall be liable to the Purchaser for any additional costs for such similar services/getting services corrected/cured/repaired/rectified. However, the SP shall continue performance of the Contract to the extent not terminated.

14. Arbitration

- a) In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the Arbitration and Conciliation Act 1996. The language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be Guwahati.
- b) Any other terms and conditions, mutually agreed prior to finalization of the order/agreement shall be binding on the SP.
- c) The Purchaser and the bidder shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the purchase/work order/contract/RFP.
- d) In the case of dispute arising upon or in relation to or in connection with the Contract between the Purchaser and the SP, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the sole arbitrator nominated by THE PURCHASER.
- e) Arbitration proceedings shall be held in Guwahati, Assam and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- f) The decision of the arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser and the SP. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award. The courts in Guwahati only shall have exclusive jurisdiction to try and entertain any dispute arising there from.

15. Applicable Law

The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

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

CERTIFICATE ON MALICIOUS CODE

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

- i. This is to certify that the hardware and the software being offered as part of the contract does not contain any kind of malicious code that would activate procedure to :-
 - (a) Inhibit the desired and the designated function of the equipment.
 - (b) Cause physical damage to the user or his equipment during the operational exploitation of the equipment.
 - (c) Tap information regarding network, network users and information stored on the network that is classified and/or relating to security.

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

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

(Signed)

Designation

Date :-

Name and address of firm

Place :-

Company Seal

(Authorized Signatory)

Place :- _____

Date :- _____

ANNEXURE 5

Auditor's Certificate

Sl	Year	Turnover (Rs. in Lakh)
1	2011-12	
2	2012-13	
3	2013-14	
Total		
Average turnover per annum		

ANNEXURE 6

Technical Sheet

The following “Technical Sheet” shall have to be filled up also and submitted in the Technical Bid. The information or data submitted in “Technical Sheet” shall have to be supported with documents and evidence to verify its admissibility to enable Bid evaluation as per Para 6.4

S.No	Description
1	No. of years in Combine Software and Data Handling.
2	Combine Software and Data Handling Work Executed in North East India
3	Turnover (Last three years)
4	Technical Solution – Solution Stack << Bill of Material >>
5	Technical Solution - Overall Solution Architecture
6	Technical Solution – Imaging and Archiving
7	Technical Solution - Application for Transliteration of Existing DLD including normalization of DLD
8	Technical Solution - Linking Digital Images of Legacy Data with Existing DLD
9	Technical Solution – ICT Features v. Availability vi. Interoperability vii. Scalability Features viii. Security Features
10	Proof of Concept Demonstration of v. Translation and Transliteration of existing records vi. Linking Digital Images of Data with existing DLD vii. Creation of Primary Key to uniquely identify a record viii. Publication of DLD
11	Technical Presentation
12	Project Management & Exit Management Plan - Integrated Project Management Plan vi. Completeness of Project Plan including WBS, Activities, Timelines and Deliverables vii. Proposed System Development Methodology viii. Quality Management Plan < esp. to ensure data integrity > ix. Risk Management Plan < especially to ensure the project is delivered within time > x. Exit Management Plan
13	Legacy data digitization, transliteration, translation, normalization and publication plan
14	Proposed Resources V. Project Manager: ❖ At least 2 application implementation in image archiving, publication with all as Project Manager and ❖ More than 7 years of IT experience and Minimum and ❖ Educational Qualification – B.Tech/BE/MCA VI. Solution Architect

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	<ul style="list-style-type: none"> ❖ At least one relevant application implementation experience And ❖ 5 years' experience in image archiving solution design and ❖ Minimum Educational Qualification – B.Tech/BE/MCA ❖ Business Function Lead: Imaging and Archiving Application Expert At least one relevant application implementation experience and ❖ 5 years' experience in image archiving solution design and ❖ Minimum Educational Qualification – B.Tech/BE/MCA <p>VII. Database Expert</p> <ul style="list-style-type: none"> ❖ Minimum 5 years of experience ❖ Minimum Education Qualification: BE/B Tech/MCA
15	Proposed Plan to support the Department after System go live